



RFP NO. 24-054

REQUEST FOR PROPOSALS

FOR

**GOTRIANGLE REGIONAL
BUS BLUEPRINT**

December 20, 2024

ADVERTISEMENT

REQUEST FOR PROPOSALS NO. 24-054 FOR GOTRIANGLE REGIONAL BUS BLUEPRINT

GoTriangle is seeking qualified firms to submit proposals demonstrating their ability to develop a Regional Bus Blueprint for GoTriangle. To obtain a copy of the Request for Proposals (RFP) document, firms shall download the document from the GoTriangle's web site at <https://gotriangle.org/request-proposals-rfp>.

Completed proposals must be received no later than **3:00 p.m. EST on January 31, 2025** at GoTriangle's Administrative Office located at 4600 Emperor Blvd., Suite 100, Durham, North Carolina, 27703, Attn: William Bryant. Questions regarding this Request for Qualifications (RFQ) should be directed to William Bryant, Interim Procurement Manager, at procurement@gotriangle.org. ***GoTriangle reserves the right to reject any or all proposals.***

1 **BACKGROUND**

In 1989, the NC General Assembly enabled the creation of the Research Triangle Regional Public Transportation Authority as a regional public transportation authority serving Durham, Orange and Wake counties. After a number of branding changes, in 2015 the agency adopted GoTriangle as their name along with a larger regional rebranding of the GO system with other transit agencies in Cary, Durham, Raleigh, and Wake County. The Research Triangle Region is a loose grouping centered around the 3 major Universities in the region: the University of North Carolina at Chapel Hill, Duke University in Durham, and North Carolina State University in Raleigh. For GoTriangle, it is defined as the 3 counties for those places, Orange, Durham, and Wake, respectively, plus a ten-mile buffer into the surrounding counties. The region is also covered by two Metropolitan Planning Organizations, Durham-Chapel Hill-Carrboro in the west and the Capital Area in the east.

GoTriangle was at the forefront of 3 attempts to bring a larger rail project to the region. From the late 1990s until 2007, the region thought there would be local service trains carrying people between Raleigh and Durham in the North Carolina Railroad (NCRR) corridor. The agency moved to a light rail corridor between Chapel Hill and Durham, the Durham-Orange Light Rail Transit project. It also proved to be infeasible, and in March of 2109 was discontinued. Finally, the region revisited an altered version of the NCRR project, but it proved to be too costly under current conditions and discontinued in 2023.

Without a rail project, GoTriangle needs to define its role in the region. This will likely take multiple forms: As the bus service provider that links the other services around the region, as a provider in the unincorporated Research Triangle Park, and as the bus service to emerging transit markets not large enough or dense enough to support a standalone transit system.

GoTriangle began running regional bus service with mid-sized buses in 1993 and opened the first transit center at 20 Park Plaza in Research Triangle Park (RTP). In 1994, a federal grant was awarded to build a Bus Operations and Maintenance Facility (BOMF). The following year the first Regional Transit Plan recommended expansion of the regional bus system. GoTriangle also took over the Green Line bus service (the current route 800) between Chapel Hill and Research Triangle Park (RTP). In 1996, the agency took over the Blue Line bus service (the current route 400) between Chapel Hill and Durham. In 1998, GoTriangle upgraded its mid-sized buses to twenty full, 40-foot buses. In 1999, GoTriangle began evening and Saturday service and the BOMF opened.

The first year of the 21st Century saw an expansion of the bus fleet by 15 additional buses and expansion of routes. This continued in 2001 with 13 more buses and 20 light-duty transit vehicles. In 2008, the agency upgraded over 20 older buses with their first low-floor boarding vehicles. GoTriangle also moved the transit

center to its current location near the intersection of Emperor Boulevard and Slater Road in Durham in 2008. In the following years, additional low-floor buses replaced aging buses.

Beginning with Durham County in 2011 and Orange County in 2012, voters approved a half-cent sales tax for transit, with Wake voters approving the tax in 2016. Each of these counties have an associated transit plan to steer investment of these revenues, including projects and service expansions for GoTriangle. These county plans in conjunction with the two Metropolitan Transportation Plans set the framework for any additional planning by GoTriangle.

As part of this effort, defining how “regional bus service” differs from conventional “local bus service” will be key, followed by charting a path forward by matching where this “regional service” is a good fit.

2 STATEMENT OF WORK

The Contractor shall furnish all necessary qualified personnel, supervision, labor, materials, tools, equipment, supplies, transportation, insurance, and other items not specifically stated as being furnished by GoTriangle to complete the work. The GoTriangle Manager of Project Planning, or his designee, shall provide technical direction and oversight to the Contractor.

2.1 Tasks

Task 1 -- Inventory and Assessment of Conditions

Contractor shall coordinate with GoTriangle staff on a GoTriangle staff-led evaluation of GoTriangle’s mission and enabling documents, existing and future service/expansion, and existing plans and data in the region. The Contractor shall also research current service models in North America and abroad for regional (as opposed to local) bus service and include these findings from Task 1 in materials for Task 2 and the final document in Task 3.

Task 1 Deliverables:

- White paper on GoTriangle history and mission, which Contractor shall use to complete Task 3 below,
- White paper and presentation on service model analysis that defines what makes a service “regional,” with examples of regional services operating today.

Task 2 -- Analysis and Recommendations of GoTriangle Corridors and Service Alternatives

The Contractor shall identify key stakeholders including, but not limited to, GoTriangle staff, Metropolitan Planning Organization (MPO) staff, county transit plan staff, local transit agency staff, Research Triangle Foundation (RTF) staff, and Regional Transportation Alliance (RTA) staff. Working with the Contractor, the stakeholders shall steer the creation of corridor selection criteria and perform a review of corridors identified in Task 1 and select a subset for additional study using these criteria.

Using a baseline of the corridors identified in the regional “Freeway and Street-based Transit” (FAST) network study completed in February 2021 (https://letsgetmoving.org/wp-content/uploads/2021/02/FASTNetwork_FULL-Report_02232021.pdf) and the “regional bus” criteria developed as a result of the stakeholder process in this Task 2, the Contractor shall identify corridors that are a good fit for GoTriangle service. Additionally, the FAST 2, an update to the initial FAST study, is currently in progress, and will provide additional recommendations that shall be incorporated as appropriate during the course of the stakeholder process. Insights from a Bus Rapid Transit Vision Plan undertaken by Durham County, also currently in progress, shall also be included, as appropriate. The Contractor shall review the corridors for possible future service, using current and anticipated conditions to generate a set of alternatives for GoTriangle future service. The Contractor shall evaluate the identified corridors, recommend a service type for each corridor based on the guidance from the FAST, other pending plans, stakeholders, and the examples developed under Task 1. Using the information gathered for this task,

supplemented with additional research as may be required, the Contractor shall also draft a report showing how corridors in eastern Wake County would be affected by the availability of a satellite facility for overnight bus storage and for operators to use as a starting and end point for their shifts. The Contractor shall also provide recommendations on possible sites for such a facility.

Task 2 Deliverables:

- Identify corridor selection stakeholder group and convene and lead stakeholder meetings to develop the criteria.
- Draft a report and corresponding presentation of the corridor analysis and recommendations with supporting materials and maps
- Draft a one- to two-page report showing how any corridors in eastern Wake County would be affected by a satellite facility for overnight bus storage and operators to start and end their shifts. The report shall also provide recommendations on possible sites for such a facility.
- Deliver a presentation of Task 2 findings and recommendations to the Task 2 steering committee.

Task 3 -- Assemble Plan Document & Facilitate Plan Adoption

The Contractor shall draft and assemble the final Plan document and a PowerPoint slide deck to be used in presenting the final Plan document to audiences designated by GoTriangle. The Contractor shall draft the report chapter(s) addressing the results of Task 1 with assistance from GoTriangle staff. The Contractor shall independently draft chapters for Tasks 2 and 3 and shall also produce “Corridor Dossiers” that include maps and supporting data and narrative for each corridor and alternatives within the corridor for use in project development as future Metropolitan Transportation Plan or NCDOT Strategic Transportation Prioritization (SPOT) candidate projects. The Contractor shall draft an Introduction and Executive Summary and create Plan Appendices that shall supplement the Plan document with additional detail to be agreed upon between GoTriangle and the Contractor and that document the development of the plan.

The draft final Plan document, along with the slide deck, shall be presented to the stakeholder group, the Planning Committee of the GoTriangle Board of Trustees, and the full GoTriangle Board of Trustees for adoption. The Contractor shall be prepared to provide additional presentations to the MPOs, transit plan work groups, and other audiences as GoTriangle in its sole discretion may direct. The Contractor shall incorporate into the final Plan document any additional comments from the final stakeholder reviews of the final draft Plan and slide deck.

Task 3 Deliverables:

- Final Plan document along with all supporting files and data, including tabular or geospatial data, supporting the Plan. The documents shall be provided in Adobe portable document format (pdf), their native format(s) (tbd), and/or any other agreed-to transfer format.
- Final presentation slide deck in Adobe portable document format (pdf), its native format (tbd), and/or any other agreed-to transfer format.
- Final stakeholder input and review meeting.
- As may be directed by GoTriangle, presentations of the final Plan document and presentations detailing the effort under this Statement of Work to the GoTriangle Board and other partners.

Task 4 -- Mobilization and Administration

Upon commencing work under the project, the Contractor shall develop a project management plan and schedule and make adjustments as needed and approved by GoTriangle. The Contractor shall also timely prepare and submit monthly invoices and progress reports in a format and on a schedule to be agreed upon between the Contractor and GoTriangle. Initially, the Contractor shall schedule, manage, and attend bi-weekly project meetings. The frequency of these meetings can be revised as needed and as approved by GoTriangle. At the outset of the project, the Contractor shall conduct a project kick-off meeting with GoTriangle staff to make any final adjustments to schedule or scope as needed.

Task 4 Deliverables:

- Project management plan and schedule.
- Monthly invoices and progress reports.
- Bi-weekly project meetings.
- Project kick-off meeting with GoTriangle staff.

2.2 Inspection and Acceptance

Inspection and acceptance of all services and deliverables provided will be conducted by the GoTriangle Manager of Project Planning or his designee.

2.3 Period of Performance

The Contractor shall commence Services within ten (10) business days of award of a contract and shall complete the services and submit all final deliverable items to GoTriangle by no later than March 1, 2026.

2.4 Key Personnel

Key personnel are considered essential to the work being performed under this contract. If this (ese) individual(s) leave the Contractor's employ or are reassigned to other programs, the Contractor shall notify the Interim Procurement Manager and GoTriangle's Manager of Project Planning or his designee reasonably in advance and shall submit justification (including proposed substitutions) in enough detail to permit evaluation of the impact on the program, along with resumes and at least three (3) professional references for proposed replacements as required below. No diversion or replacement shall be made by the Contractor without the written consent of GoTriangle.

Key Personnel: Project Manager

2.5 Removal of Key Personnel and Non-Key Personnel -- GoTriangle may require the immediate removal of any Contractor employee where there is inconsistency between stated qualifications/experience and delivered work products, their untimely delivery of work products, who present a security compliance risk, who endanger persons (including themselves) or property, or who are unable to satisfactorily perform the work.

Notification for removal may be made in writing or orally. The Contractor shall take immediate action to replace any dismissed employee. Personnel changes, regardless of cause, will not reduce the Contractor's obligation to perform work in accordance with the contract terms and conditions.

For any Contractor personnel who have been removed at the request of GoTriangle, the Contractor shall provide an acceptable replacement within fifteen (15) business days unless otherwise extended in writing by GoTriangle. If the Contractor personnel being removed were identified as Key Personnel, the Contractor shall also supply the Interim Procurement Manager and the GoTriangle Manger of Project Planning with the proposed replacement's resume and at least three (3) professional references for review/approval.

The Contractor shall inform GoTriangle within one (1) business day after a Contractor employee has given notice of intent to terminate employment. Key Personnel shall be replaced with similarly qualified personnel as documented on their individual resumes, which, along with at least three (3) professional references, shall be received by the Procurement Officer and the GoTriangle Manager of Project Planning for approval within fifteen (15) calendar days of initial notification. The replacement candidate shall be onboarded and available for work within thirty (30) calendar days after Procurement Officer and GoTriangle Manager of Project Planning approval.

2.6 Identification of GoTriangle Personnel

GoTriangle reserves the right to administratively substitute any of the points of contact listed below at any time. The Contractor shall not comply with any order, direction, or request of GoTriangle personnel that would constitute a contract change unless it is issued in writing and signed by the Procurement Officer or is pursuant to specific authority otherwise included as part of any contract resulting from this solicitation. If, in the opinion of the Contractor an effort outside the existing scope of this contract is requested, the Contractor shall promptly inform the Procurement Officer in writing of the circumstances giving rise to this opinion.

Procurement Officer: William Bryant
Interim Procurement Manager

Procurement Officer's Technical Representative: Paul Black
Manager of Project Planning

3 PROPOSAL SUBMITTAL AND CONTENTS

The following instructions are for the preparation and submission of proposals. Prospective Offerors are instructed to read the entire Request for Proposal (RFP) document, including all attachments, prior to submitting questions and/or preparing their proposals.

Proposals are expected to follow the detailed proposal preparation instructions in this RFP fully and carefully. Omission of any information required by the proposal submission requirements, or the failure of a proposal to comply in any other way with these instructions, may be grounds for exclusion of the proposal from further consideration. GoTriangle will rely on the information provided by Offerors to evaluate proposals. Each Offeror is responsible for the accuracy and completeness of its proposal.

If any changes in the Scope of Work are developed, GoTriangle reserves the right to negotiate these changes in any contract awarded as a result of this solicitation.

There is no express or implied obligation for GoTriangle to reimburse firms for any expenses incurred in preparing proposals in response to this request.

3.1 Proposal Submittal

All proposals shall be submitted so that they are received by GoTriangle by not later than **3:00 p.m. EST on January 31, 2025. Proposals received after the time and date specified will be rejected, returned unopened, and considered ineligible for award.**

GoTriangle reserves the right to extend the RFP due date at its sole discretion and for its own convenience. GoTriangle will provide a final addendum (see Section 3.6 below), if any, a minimum of five (5) working days prior to the date for receipt of proposals.

Offerors shall prepare and submit one (1) original unbound copy of its technical proposal, five (5) bound copies, and one (1) thumb drive copy in PDF format. One (1) original and one (1) copy of Offeror's price proposal shall be submitted in a separate sealed envelope with the solicitation number and the Offeror's name and marked "Price Proposal". Proposals shall be submitted in a sealed box or envelope that is clearly labeled with the Offeror's name and "Solicitation No. RFP 24-054 GOTRIANGLE REGIONAL BUS BLUEPRINT". It is the sole responsibility of the Offeror to ensure that the electronic files submitted are compatible with Microsoft Office, are free of viruses and other malware, and can be opened and read by GoTriangle. Proposal submissions shall not be locked, encrypted, or otherwise contain barriers to opening.

Proposals shall be submitted to the address indicated below. Submittal by any means other than that prescribed shall be rejected and considered ineligible for award.

<p>Delivered By US Postal Service, Personal Delivery or Courier/Delivery Service</p> <p>GoTriangle 4600 Emperor Blvd Suite 100 Durham, NC 27703 Attn: William Bryant</p>
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Proposals submitted by facsimile or e-mail will not be accepted.

3.2 Contents of Submittal

Proposals shall, at a minimum, include the information identified in this Section and comply with the cited page limitations for each section of the proposal. Page limitations identified refer to one side of a page. Proposals shall be prepared simply and economically, providing clear, comprehensive, and concise information. Elaborate decorative, extraneous, and non-recyclable materials are strongly discouraged.

Unless otherwise indicated elsewhere in this solicitation, proposals shall be printed on 8.5' x 11" paper. All printing, except for the front cover of the proposal, shall be in Times New Roman, 11-point font. No reduction in font size is permitted except for organization charts or other graphic illustrations, or in headers/footers. In those instances where reduction is allowable, Offerors shall ensure that the print is easily readable, with no less than 8-point font on graphs and 10-point font on tables. Each page shall have adequate margins on each side (at least one (1) inch) of the page. Header/footer information (which shall not include any information to be evaluated) may be included in the 1 inch margin space. Pages that exceed the maximum page limitation will not be evaluated. The cover sheet shall clearly present the project title, the Offeror's name, the date, and the RFP number and title.

Offerors will only be evaluated on the information contained within the page limitations set forth for each section. So that GoTriangle can adequately compare and evaluate qualifications objectively, proposals shall be organized in the manner and sequence in which the information is requested in this section. Materials other than those specifically requested, or that exceed the prescribed page limitations, will not be evaluated and shall not be submitted at any time during the selection process. Failure to include any requested information or presenting the requested information in a format or order other than that directed herein, may result in the elimination of proposal from consideration for contract award.

Offerors shall not make changes or revisions to their submissions after the submission deadline. It is expected that all of the principals and professional staff assigned to the project in the proposal shall perform the work on the project.

Offerors shall limit their submissions to the following information unless otherwise stated:

1. Cover Sheet (1 page)

The cover sheet shall clearly present the project title, the Offeror's name, the RFP title and number, and the date of submission. The front cover of the proposal may use a font other than Times New Roman, 11-point font.

2. Table of Contents (1 page)

3. A Concise Letter of Interest that includes the following (not to exceed (NTE) 2 pages):

- a. The name and address of the Offeror and the state in which it is incorporated and chiefly located;
- b. A brief description of the Offeror and its team, if any (prime contractor, subcontractors, and independent contractors) and its interest in performing the required professional services;
- c. The name, address, phone and facsimile numbers and e-mail address of one designated contact for the Offeror (prime contractor);
- d. Acknowledgment of **all** addenda to the RFP document (each addendum must be identified individually); and
- e. Signature of a duly authorized official of the prime contractor firm.

4. Statement re: Judgments and Litigation (no page limit) -- A statement listing any judgments against the Offeror within the last five (5) years, and any pending litigation related to professional conduct or services.

5. Prospective Contractor Responsibility Statement (NTE 3 pages) -- To be determined responsible, a prospective contractor must, among other things:

- a. Have adequate financial resources to perform the contract, or the ability to obtain them;
- b. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- c. Have a satisfactory record of integrity and business ethics;
- d. Have the necessary organization, accounting and operational controls, and technical skills, or the ability to obtain them;
- e. Have the necessary...equipment and facilities, or the ability to obtain them; and
- f. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Offerors shall provide a brief narrative that addresses how it meets each of the above responsibility criteria.

6. Offeror's Technical Proposal (NTE 15 pages total, not including staff resumes/references or Offeror's previous experience information, which have no page limits) that addresses the following:

- a. **Technical Approach and Understanding of Objectives** -- The Offeror shall concisely explain its understanding of the project objectives, and the technical and analytical methods, techniques and approach it proposes for the timely performance of the tasks and completion of the deliverables identified in the Statement of Work. The project approach shall provide a narrative description for implementing the work tasks as well as any substantive or procedural innovations used by the Offeror on similar projects that are applicable to the services described in this RFP. The Offeror shall provide sufficient detail for GoTriangle to understand and evaluate the nature of the approach.
- b. **Staffing Plan** – Offerors shall provide a staffing plan and explain the extent to which it aligns with the Offeror's management approach and other related areas of the proposal to ensure a qualified and skilled workforce for the performance of the work. Offeror shall explain its

identification of the critical skills and abilities necessary to accomplish the work requirements, as well as its approach for staffing critical skill personnel identified in their proposal. Offerors shall provide an Organizational Chart showing the structure of the Offeror's team, inter-relationships, and the names of those persons assigned to GoTriangle along with their key areas of responsibility and specific tasks.

- c. **Management Approach**– The Offeror shall provide a Management Approach that specifically defines and details the Offeror's capabilities to successfully manage, perform, and execute GoTriangle's requirements. The contractor shall:
 - i. Describe the proposed methodologies and processes for performing the work and how they will provide quality oversight and meet quality standards to ensure successful performance.
 - ii. Describe the proposed communication processes that the Offeror will use to ensure effective communication for managing the successful performance of work across the organizational structure.
 - iii. Describe the project schedule that identifies project phasing schedules, major project milestones, key dates in the project schedule, including for delivery of project deliverables, and how the Offeror will ensure that these targets are met. Offerors shall submit the project schedule in GANTT chart format with the duration of tasks shown relative to project start but not tied to specific dates.
 - iv. Describe the Offeror's proposed periodic progress reporting methodology.

d. **Qualifications, Experience, and Availability of Key Personnel**

Offerors shall address the following in this section:

- i. Identification of the proposed Project Manager and other Key Personnel, if any, who will be responsible for the performance of the work, with resumes for each (NTE 2 pages per person) describing their qualifications for each position. Include at least three business references for each proposed Key Personnel, including current contact number and email address. Ensure that references have given permission to be contacted.
- ii. Identification of all other proposed staff with a resume for each (NTE 1 page);
- iii. For each individual proposed, identify their employment status, i.e. are they an employee of the Offeror, an employee of a proposed subcontractor and if so, which subcontractor, or an independent Contractor;
- iv. Indication of the present workload and commitments of each project staff member to demonstrate their ability to devote sufficient time to meet the proposed schedule;
- v. A description of the role and responsibilities of each proposed team member;
- vi. A description of the project team's experience in working together on similar work.

e. **Description of Offeror's Previous Experience with Similar Scopes of Work**

The Offeror's past performance on similar contracts will be evaluated to determine, as appropriate, successful performance of contract requirements, quality and timeliness of delivery of goods and services, effective management of subcontractors, if any, cost management, level of communication between the contracting parties, proactive management, and customer satisfaction.

GoTriangle will use its discretion to determine the sources of past performance information to be used in the evaluation, and the information may be obtained from references provided by the Offeror as described below, the agency's knowledge of contractor performance, other government agencies or commercial entities, or other sources of information. GoTriangle reserves the right to assess the past performance of proposed subcontractors, if any.

If an Offeror does not have a history of relevant contract experience, or if past performance information is not available, the offeror will receive a neutral past performance rating; however, an Offeror without a history of relevant experience may receive a lowered rating for the experience evaluation factor.

Offerors shall provide the following past performance information:

- i. A description of the Offeror's previous experience performing work that is the same or similar in nature, size, and complexity to the services being procured under this RFP. For each project cited, indicate Offeror's level of responsibility and authority as a prime or subcontractor.
- ii. A list of at least three (3) projects and no more than five (5) projects similar in scope, magnitude and complexity to the Scope of Work described in this RFP that the Offeror and/or its subcontractors have undertaken within the last five (5) years. The list shall include:
 - a) Name of client;
 - b) Contract number(s);
 - c) Contract amount(s);
 - d) Type of contract (i.e., cost reimbursable, incentive fee, award fee, time and materials, fixed price, etc.);
 - e) Brief description of work performed;
 - f) If applicable, a list of subcontracted services and subcontractors used, along with estimated annual cost of each subcontracted service;
 - g) Date of contract start and completion, including option periods; and
 - h) Client contact person(s) who are familiar with the listed project and can verify the Offeror's performance, including their phone number(s) and email address(es). Offeror shall ensure that references have given permission to be contacted.

7. Price Proposal (Pricing Model -- Attachment A1 and Pricing Model Summary -- Attachment A2)

Offerors shall submit one (1) original and one (1) copy their Price Proposal in a separate sealed envelope marked "Price Proposal" and showing the Offeror's name, the RFP number and title, and the date. Price proposals shall be provided for the Statement of Work broken down by task, team member, and proposed person hours for each staff member as set forth in the Pricing Model -- Attachment A1. A summary of professional fees and other direct costs necessary to perform the services shall include staff member title, fully burdened labor rate per hour, total hours, and total cost (see Pricing Model Summary -- Attachment A2). Costs shall be included for all contractor employees, independent Contractors, and for subcontractor employees. This is a fixed price contract requiring all costs to be summed into a total fixed amount.

Offerors' proposed prices will be evaluated but not scored. Offerors must provide a narrative that provides sufficient, logical detail to fully support their offer and permit GoTriangle to evaluate the proposal price. The price evaluation will determine whether the proposed prices are realistic, complete, and consistent with and reasonable in relation to the solicitation requirements and to the Offeror's technical proposal.

GoTriangle will not accept any Contractor pricing assumptions, exceptions, and/or dependencies. Since including assumptions regarding pricing in an Offeror's price proposal may result in the Offeror's proposal being rejected and made ineligible for further consideration for contract award, Offeror(s) are advised to seek clarification on solicitation requirements rather than submit assumptions with their price proposal.

The fixed price is firm and is not subject to escalation. Contractor shall agree to accept the lump sum amount as full compensation for performing all services called for in this RFP; foreseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the services, other than those expressly excepted by GoTriangle; and for the performance by Contractor of all its duties and obligations under any contract resulting from this solicitation.

The firm fixed price shall include, but may not be limited to:

- a. All direct labor costs, including supervision and administrative support, as well as Independent Contractors and subcontractor personnel; payroll; insurance, taxes and benefits; materials; consumables; expendables; all tools and equipment; fuel; utilities and water; cost, progress, administrative and accounting reports required by Contractor and/or GoTriangle; insurance; applicable taxes (including, but not limited to sales/use taxes); profit; and all other services, overhead and expenses necessary for the complete and satisfactory performance of the services, except such items as GoTriangle specifically agrees to supply or furnish to or for the use of Contractor;
- b. Transportation to and from and in and around the work site for Contractor's team members, which shall be in accordance with GoTriangle's Travel and Business Related Expense Policy, which is provided as Exhibit A to this RFP;
- c. Lodging and subsistence required, if any, for Contractor's employees and others engaged in the Services, which shall also be in accordance with GoTriangle's Travel and Business Related Expense Policy;
- d. Equipment and supplies; and
- e. Any other costs or expenses necessary for the completion of the services.

A revised final firm fixed price and compensation schedule may be negotiated with the successful contractor prior to the execution of the GoTriangle Bus Blueprint contract.

8. Proposal Submittal Form (Attachment B)

9. Certificate Regarding Conflict of Interest Form (Attachment C)

10. Offeror Statement of Non-Collusion (Attachment D)

11. E-Verify Form (Attachment E)

12. Iran Divestment Act Form (Attachment F)

13. Companies Boycotting Israel Divestment Act Form (Attachment G)

14. Minimum Insurance Requirements (Attachment H) - Offeror is required to submit an insurance certificate indicating evidence of Offeror's ability to comply with insurance requirements (including coverages, amounts and required endorsements) as specified.

15. RFP Response Checklist (Attachment J)

3.3 Schedule of Events

The selection process will proceed as outlined below:

<i>DATE</i>	<i>EVENTS</i>
December 20, 2024	RFP distributed and posted to GoTriangle website
January 10, 2025 4:00 PM EST	Inquiries must be received in writing by e-mail only addressed to Procurement Officer William Bryant at wbryant@gotriangle.org .
January 17, 2025 4:00 PM EST	Responses to all questions received will be posted on the GoTriangle website. All firms that have previously registered and downloaded the RFP documents from the GoTriangle website will be notified via email of the availability of responses.
January 31, 2024 3:00 PM EST	Proposals due at the GoTriangle Administrative Offices.
TBD	Selected firms make presentations and are interviewed by the Review and Selection Committee via Microsoft Teams if applicable.
TBD	Review and Selection Committee recommends firm for Contract Award to the GoTriangle’s President and CEO.
TBD	If required, GoTriangle Board of Trustees authorizes the President/CEO to execute a contract with the successful Offeror.
TBD	Issuance of Notice to Proceed

GoTriangle reserves the right to modify the procurement schedule set forth above as circumstances may warrant.

3.4 Questions and Clarifications

- a. It is the desire of GoTriangle to provide the same information to all interested parties to ensure fairness and impartiality in the procurement process. Therefore, GoTriangle **will not** respond to telephone inquiries or personal visits regarding this solicitation.
- b. If an Offeror believes that these instructions, the Statement of Work, or any other aspect of this solicitation contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the Procurement Officer in writing via email with supporting rationale, as well as the remedies the Offeror is asking the Procurement Officer to consider as related to the omission or error. Offerors shall direct these and any other questions regarding this RFP to Mr. William Bryant, Interim Procurement Manager, in writing via email at wbryant@gotriangle.org.
- c. To ensure a timely response, **all questions regarding this RFP, including any of a technical nature, must be made in writing via email only directed to Mr. Bryant and received by GoTriangle at the above email address by not later than 4:00 p.m. EST on January 10, 2025.**
- d. **Responses to questions, and/or RFP addenda (see below), will be posted on the GoTriangle website at <https://gotriangle.org/request-proposals-rfp>.** All parties who have previously downloaded a copy of the RFP document will be notified via e-mail that an inquiry and response have been posted to the GoTriangle website.

- e. Answers to questions, or directives to Offerors regarding the proposal process by any GoTriangle employee other than Mr. Bryant, and/or verbal answers to questions from any GoTriangle staff member including Mr. Bryant, shall not be binding on GoTriangle.
- f. A valid e-mail address must be provided upon download of the RFP document in order for GoTriangle to notify Offerors of the availability of a response to a request for clarifications. GoTriangle shall not be responsible for Offerors failing to receive notification of the availability of such responses if an invalid e-mail address or no e-mail address was provided to GoTriangle.

3.5 Addenda to the Solicitation

- a. Any changes to this RFP document will be made by written addenda issued by GoTriangle. Upon issuance, the addenda will be considered part of the RFP document and will prevail over inconsistent or conflicting provisions contained in earlier versions of the RFP document. Addenda will be available for download from the GoTriangle website in the same manner as the RFP document at <https://gotriangle.org/request-proposals-rfp>. All Offerors that downloaded the RFP will be notified via e-mail that an addendum is available for download. This process will be repeated each time an addendum is posted to the GoTriangle website.
- b. A valid e-mail address must be provided upon download of the RFP document in order for GoTriangle to notify Offerors of the availability of addenda. GoTriangle will not be responsible for Offerors failing to receive notification of the availability of addenda if an invalid e-mail address or no e-mail address was provided to GoTriangle.
- c. Offerors shall acknowledge their receipt of all addenda in the Letter of Interest submitted with their proposal submission, with each addendum listed separately. As with other required documentation, proposals that fail to provide a detailed listing of addenda received may be excluded from further consideration for this solicitation.
- d. **A revised due date for proposals (if applicable) will be stated in each addendum.**

3.6 Selection Procedures

a. Selection Process

Only proposals that are received at GoTriangle's address shown in Section 3.1 above by no later than 3: p.m. a.m. EST on January 31, 2025, and that contain all of the components described in Section 3.2, Contents of Submittal, of this RFP document will be evaluated by the Proposal Review Committee. No proposals or supplemental information (unless requested by the Proposal Review Committee) will be accepted after the submission deadline.

b. Selection Procedures

The Proposal Review Committee (Committee) will be composed of GoTriangle stakeholders. Proposals will first be reviewed for completeness and inclusion of the components specified in Section 3.2, Contents of Submittal, of this RFP document. The absence of any required information may result in exclusion from further analysis. The Committee will then make such reviews and investigations as it considers necessary and appropriate for evaluation of the proposals.

Following review of all eligible proposals by the Committee, GoTriangle may make award on an initial proposal. Therefore, Offeror's initial proposal should contain the Offeror's best terms from a price, quality and technical standpoint.

Alternatively, GoTriangle may invite one or more Offerors to submit additional information, and/or to make a presentation and/or participate in an interview(s) with members of the Committee. Offerors who may be selected to make a presentation and/or for an interview(s) shall follow the Presentation and Interview Guidelines detailed in section 3.9, Presentations and Interviews.

GoTriangle may waive any clerical mistakes or permit the correction of minor informalities or irregularities in any Proposal that does not prejudice other Offerors, and it reserves the right to reject any or all proposals, and/or to re-advertise for new proposals.

The Committee will be responsible for making a contract award recommendation to the President/CEO. Upon authorization by the GoTriangle Board of Trustees, if required, the President/CEO or his designee will undertake contract negotiations for the services to be provided, and approval and award of the contract will be made by the GoTriangle President/CEO and/or the GoTriangle Board of Trustees, if required.

Offerors should read and fully understand the circumstances and procedures under which a Contract will be awarded. An Offeror's submission of a proposal and signed response to this RFP on the Proposal Form (see Attachment B) signifies its acceptance of the terms and conditions contained in this RFP unless clearly and specifically noted in the Offeror's submittal and confirmed in the Contract between GoTriangle and the successful Offeror.

No Offeror shall have any cause of action against GoTriangle arising out of the methods by which proposals are assessed. The selection of the successful Offeror shall be at the sole discretion of GoTriangle.

GoTriangle reserves the right to reject any and all proposals.

3.7 Evaluation Criteria

Offerors are encouraged to submit comprehensive responses to this solicitation that address the evaluation criteria listed below. GoTriangle will make the award to the responsible Offeror whose proposal is responsive to the solicitation requirements and that GoTriangle, in its sole discretion, determines is most advantageous to GoTriangle and offers the best value to the agency. GoTriangle will employ a "trade-off" approach for making award determinations that permits tradeoffs among price and non-price factors and allows GoTriangle to accept other than the lowest price proposal.

In determining which proposal provides the best value to GoTriangle, all non-price (technical) evaluation factors are significantly more important than evaluated price. As proposals become more equal in the technical merits, price becomes more important. Accordingly, GoTriangle may not necessarily make an award to the Contractor with the highest technical ranking, nor award to the Contractor with the lowest Price Proposal, if doing so would not be in the overall best interest of GoTriangle. GoTriangle's evaluation of proposals may result in a determination of unacceptability if they are (1) unrealistic in terms of either technical factors or price; (2) indicative of failure to comprehend the complexity and risk associated with the solicitation requirements; (3) reflective of a lack of competence; or (4) indicate an inherent performance or cost risk weakness in the approach.

All proposals containing complete information will be evaluated based on the following criteria, which are listed below **in order of importance**:

Factor No.	Criterion
1 (Technical)	Technical Approach – Includes Offeror’s understanding of the Scope of Work, staffing plan, and management approach.
2 (Technical)	Experience -- Offeror's background, relevant previous experience, and qualifications.
3 (Technical)	Key Personnel -- The education, experience, and accomplishments of key personnel, and their commitment to and availability for the engagement.
4 (Technical)	Past Performance -- The Offeror's past performance on similar contracts, especially its adherence to project schedules.
5 (Price)	Evaluated proposed price.

38 Presentations and Interviews

Offerors for this project may be invited to present to and be interviewed by the Proposal Review Committee. In the event of inclement weather GoTriangle may reschedule presentations and interviews. Offerors should follow the guidelines set forth below when preparing for their interviews.

1. Offeror’s presentation should last a maximum of one hour, and the Committee will use additional time for the interview.
2. The Offeror shall provide a presentation agenda and a list of names of the participants to GoTriangle staff for distribution to the Committee members. Unless specifically requested by GoTriangle no other information shall be included on the agenda.
3. The Offeror's presentation shall cover the following areas within the time limit:
 - a. Understanding of the Statement of Work

Based on the Statement of Work and the information presented in the RFP, the oral presentation shall include a thorough review of the Offeror’s perception of the work. Potential modifications and additional enhancements that the Offeror deems appropriate and necessary for the success of the project, may also be included.

- b. Method of Approach to the Work

Based on the Statement of Work and expanding upon the approach to the project provided in the RFP submission, the oral presentation shall be a factual discussion of the Offeror’s organization, the expertise and responsibilities of key individuals, staff assignments, the Offeror’s support capabilities, and the methods developed by the Offeror to coordinate and control projects to ensure timely delivery and coordination with others working on the project.

- c. Previous Experience

A summary of at least three (3) and no more than five (5) recent engagements that members of the Offeror’s team have completed shall be presented. Examples shall demonstrate the Offeror's involvement in engagements as similar as possible to the Statement of Work set forth in this RFP. For each engagements discussed, the Offeror shall review their objectives, the firm's approach, the schedule, current status, etc.

4. The Offeror shall provide an electronic copy of the presentation to GoTriangle at the conclusion of the interview.

At the conclusion of all the presentations and interviews, the Committee members will discuss the overall merits of each Offeror. At the conclusion of this discussion, each voting member of the Committee will be required to consider the Offeror's original proposal and any additional information obtained during presentations and interviews. Voting members of the Committee may also discuss the merits of each Offeror's presentation and interview. At the conclusion of this discussion, the Committee members shall finalize and the Committee chairperson shall record the final ranking of the firms.

39 Proprietary Information

Any reservations on the use of data contained in the proposal shall be clearly stated in writing. GoTriangle will attempt to comply with an Offeror's designation of proprietary/confidential information. However, GoTriangle may not be able to withhold a record (data, document, etc.) or deny access to a record requested by an individual (i.e. "the public") when an obligation is imposed upon GoTriangle under the North Carolina Public Records Act (Act). GoTriangle's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Act. Records which the Offeror considers to be trade secrets and privileged or confidential must be identified by the Offeror as indicated above.

4 IDENTIFYING AND REMEDYING CONFLICTS OF INTEREST

4.1 Duty to Disclose Potential Conflicts of Interests

- a. If an Offeror believes that there are no conflicts of interest, the Offeror shall submit a statement in its Proposal on the form provided in the RFP (Submittal Form, Certification Regarding Conflict of Interest), certifying that to its best knowledge and belief no conflicts of interest exist. The Offeror must obtain the same information from potential subcontractors prior to award of a subcontract and submit the information to GoTriangle.
- b. Failure to provide the relevant statements described above, or any additional information as may be required by GoTriangle to make its determinations, may result in disqualification of the Offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Offeror discovers a conflict of interest an immediate and full disclosure shall be made in writing to GoTriangle's General Counsel.

4.2 Identifying and Remediating the Potential for Bias

The potential for bias exists where the Offeror's objectivity may be impaired in the performance of the Scope of Work because of existing contracts.

4.3 Identifying and Remediating the Unfair Competitive Advantage

All competitive advantages are not by themselves unfair and, if an advantage is determined to be unfair because of the circumstances, it may be possible to remedy it.

4.4 GoTriangle Standards of Conduct

GoTriangle has adopted a Code of Ethics that establishes standards of conduct for agency officials and employees. No director, officer or employee of GoTriangle shall have, during their tenure or for one year thereafter, any interest, direct or indirect, in the selected vendor, its subcontractors, the contract or the proceeds thereof. It is unlawful for a Submitter, Contractor, Subcontractor, or supplier who, with respect to GoTriangle, has a current contract, has performed under a contract within the past year, or anticipates proposing on a future contract to make gifts or favors to any

GoTriangle official or employee. It is also unlawful for any GoTriangle official or employee to accept any such gift or favor.

In addition, any persons acting as members of the Selection Committee for this procurement shall, for the purposes of this procurement, be bound by GoTriangle's Code of Ethics.

Throughout the selection process and subsequent contract negotiations, Submitters shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the selection process or the contract and fee negotiations, with members of the Selection Committee, the GoTriangle Board of Trustees, or GoTriangle employees other than the GoTriangle Procurement Officer.

5 GENERAL REQUIREMENTS

5.1 Contract Relationship

GoTriangle will execute a Contract for Services to be performed with the selected Offeror. The selected Offeror's contractual responsibility must solely rest with one Contractor or legal entity, which shall not be a subsidiary or affiliate with limited resources. Offeror's proposal must clearly indicate the Partner or entity responsible for contract execution (**see Attachment B - Submittal Form Offeror Information and Signature**).

GoTriangle will not be a party to agreements between the selected Offeror and/or any subcontractors it may choose to employ during fulfillment of the Contract; however, the selected Offeror shall execute fair and reasonable agreements with its subcontractors (if any) and shall provide GoTriangle with copies of said agreements not later than five (5) business days prior to their execution. Prior to the execution of a contract between the selected Offeror and GoTriangle, the selected Offeror shall provide GoTriangle with a schedule indicating the manner in which subcontractors are anticipated to participate in the engagement.

5.2 Disadvantaged Business Enterprise (DBE) Participation

Title VI of the Civil Rights Act of 1964 and related nondiscrimination laws prohibit discrimination on the basis of race, color, national origin, limited English proficiency, income status, sex, age, and disability in programs and activities receiving federal financial assistance. As a federal-aid recipient, GoTriangle must ensure nondiscrimination and equal opportunity in all GoTriangle programs and activities – whether or not those programs and activities are federally funded –including associated activities performed by GoTriangle's business partners.

Pursuant to 49 C.F.R. Part 26, GoTriangle has established a Disadvantaged Business Enterprise (DBE) Program that states "GoTriangle shall not discriminate in any manner on the basis of race, color, sex or national origin, and shall take all reasonable steps to ensure that certified Disadvantaged Business Enterprises have the maximum opportunity to participate in the performance of contracts."

In conformity with North Carolina State law, it is the policy of GoTriangle to encourage and promote the use of minority contractors, physically handicapped contractors, and women-owned businesses in the purchasing of goods and the provision of services. Offerors are encouraged to utilize minority, handicapped and women-owned businesses to the extent possible when assembling its team.

Jamila Ormond, GoTriangle Director of Equal Opportunity Employment/Disadvantaged Business Enterprises may be reached at 919-485-7518 or jormond@GoTriangle.org with questions about GoTriangle's DBE Program.

53 Modification and Withdrawal of Proposals

Offerors may, without prejudice, modify or withdraw their proposal by written request provided that such request is received by GoTriangle no later than 24 hours prior to the time and date that proposals are due.

It is expected that all of the principals, partners and professional staff assigned to the proposed engagement with GoTriangle, as disclosed in the proposal, will perform the work described on behalf of GoTriangle. Changes to the principals, partners and professional staff assigned to work on behalf of GoTriangle following contract award must be submitted to GoTriangle in writing for prior approval.

GoTriangle may request additional information or clarification from any or all Offerors. GoTriangle reserves the right to include as contractual obligations any additional requirements that arise or result from contract negotiations between GoTriangle and the successful Offeror.

54 Proposal Rejection / Reserved Rights

GoTriangle reserves the right to reject any or all proposals received and to re-solicit or to cancel the procurement if deemed to be in the best interest of GoTriangle. GoTriangle shall not be obligated to indicate its reasons for rejecting all proposals, for re-soliciting, or for canceling the procurement.

GoTriangle makes no representation that any contract will be awarded to any Offeror responding to the RFP. Issuance of the RFP and receipt of proposals does not commit GoTriangle to award a contract.

GoTriangle reserves the right to waive any minor proposal informalities or irregularities that do not materially prejudice other Responding Audit Firms.

GoTriangle also reserves the right to enter into a contract with any Offeror based solely upon its initial proposal.

Execution of a contract pursuant to this procurement is expressly dependent upon appropriation by the GoTriangle Board of Trustees of necessary funding.

55 News Releases

Offerors shall not make news releases pertaining to this RFP, or the engagement to which it relates, without prior GoTriangle and Review Committee approval. PROTEST PROCEDURES

6 Protests Received Prior to Receipt of Proposals

Protests concerning the procedures of this solicitation must be submitted in writing to the GoTriangle President & CEO not later than five (5) working days prior to the date set for the receipt of Proposals. Upon receipt of a protest, the President & CEO may, at his discretion, extend or postpone the deadline for receipt of Proposals. The President & CEO will answer the protest in writing not later than three (3) working days prior to the deadline date for receipt of Proposals.

6.1 Selection Protests

GoTriangle's Selection Committee will announce the recommended firm in a written statement to all firms that submitted proposals. Protests alleging improprieties in the selection of the recommended firm shall be submitted to GoTriangle's President/CEO not later than five days after the recommendation of the Selection Committee has been announced. The President/CEO shall provide a written response within but not later than 5 days after receiving such protest. The President/CEO shall report all such protests to the Board of Trustees prior to a contract award. GoTriangle will consider all protests regarding the recommended firm prior to executing the contract.

6.2 Filing Procedures

Any and all protests filed with the GoTriangle President & CEO shall:

1. Include the name and address of the protester.
2. Identify the procurement.
3. Contain a statement of the legal and factual grounds for the protest and any supporting documentation. The grounds for the protest must be fully supported.
4. Indicate the ruling or relief desired from GoTriangle.

Protests shall be filed with the GoTriangle President & CEO, via mail, personal delivery or courier to 4600 Emperor Boulevard, Suite 100, Durham, NC 27703. The President & CEO will respond in detail to each substantive issue raised in the protest. With regard to a properly filed protest, GoTriangle's determination will be final. Violations of federal law or regulations will be handled by the complaint process stated within that law or regulation. Violations of state law, or state or local regulations will be under the jurisdiction of the appropriate state or local authorities.

7 COSTS AND DAMAGES

All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor's expense. GoTriangle will not be liable for damages to the Offeror filing the protest or to any participant in the protest, on any basis, expressed or implied.

8 CONTRACT TERMS

The Services to be performed may be funded, in part, by grants provided under programs of the Federal Transit Administration ("FTA") and/or the State of North Carolina, and as such are subject to the terms and conditions set forth in the grant agreements. Federal and/or State of North Carolina laws, regulations, policies, and related administrative practices applicable to the Services may be modified from time to time. Offerors acknowledge that the most recent of such federal and state requirements, including but not limited to FTA's Master Agreement, shall govern any resulting contract at any particular time, unless the federal or state governments determine otherwise. Likewise, new federal and/or state laws, regulations, policies and administrative practices may be established after the contract is executed and may apply to the contract. Contract terms and conditions currently in effect for any contract resulting from this solicitation are included as **Attachment I** to this RFP.

ATTACHMENT A1- PRICING MODEL

Offeror Name: _____

Project: RFP 24-054 GOTRIANGLE REGIONAL BUS BLUEPRINT

PERSON/HOUR COMMITMENT SCHEDULE

		Staff 1-Title	Staff 2-Title	Staff 3-Title	Staff 4-Title	Staff 5-Title	Staff 6-Title	Staff 7-Title	Total Hours
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Estimated
Task 1	Task 1 Description								
1.1		0	0	0	0	0	0	0	0
1.2		0	0	0	0	0	0	0	0
1.3		0	0	0	0	0	0	0	0
Subtotal		0	0	0	0	0	0	0	0
Task 2	Task 2 Description								
2.1		0	0	0	0	0	0	0	0
2.2		0	0	0	0	0	0	0	0
2.3		0	0	0	0	0	0	0	0
Subtotal		0	0	0	0	0	0	0	0
Task 3	Task 3 Description								
3.1		0	0	0	0	0	0	0	0
3.2		0	0	0	0	0	0	0	0
3.3		0	0	0	0	0	0	0	0
Subtotal		0	0	0	0	0	0	0	0
Task 4	Task 4 Description								
4.1		0	0	0	0	0	0	0	0
4.2		0	0	0	0	0	0	0	0
4.3		0	0	0	0	0	0	0	0
Subtotal		0	0	0	0	0	0	0	0
Grand Total		0	0	0	0	0	0	0	0

Note: Please be reminded that this attachment must be provided separately.

**ATTACHMENT A2
SUMMARY PRICE MODEL
GOTRIANGLE REGIONAL BUS
BLUEPRINT**

REQUEST FOR PROPOSAL 24-054

DATE _____ OFFEROR NAME _____

The undersigned, having carefully examined the Request for Proposal **24-0XX for GoTriangle Regional Bus Blueprint**, hereby proposes and agrees to furnish all labor, tools, equipment, services, facilities, materials and all other things necessary to complete the services in strict conformity with the Request for Proposal at the following price:

PROFESSIONAL FEES – Proposed Team (Add lines as necessary)

- | | | | | |
|----|-------------|------------------|-------------|---------------|
| 1. | Title _____ | Per Hour\$ _____ | hours _____ | Total\$ _____ |
| 2. | Title _____ | Per Hour\$ _____ | hours _____ | Total\$ _____ |
| 3. | Title _____ | Per Hour\$ _____ | hours _____ | Total\$ _____ |
| 4. | Title _____ | Per Hour\$ _____ | hours _____ | Total\$ _____ |
| 5. | Title _____ | Per Hour\$ _____ | hours _____ | Total\$ _____ |

MISCELLANEOUS FEES

6. \$ _____ Copying costs
7. \$ _____ Travel, Transportation and Per Diem
8. \$ _____ Other costs (Specify)
9. **Total Amount**\$ _____

I hereby certify that the statements herein are answered truthfully and are a clear representation of the firm submitting this price proposal:

Firm Name: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Authorized Agent Printed Name: _____

Title: _____ Email: _____

Signature of Authorized Agent: _____

Note: Please be reminded that this attachment must be provided separately.

Attachment-B

SUBMITTAL FORM OFFEROR INFORMATION AND SIGNATURE

Firm's Legal Name/Address: _____ Date Prepared: _____

Date Firm Established: _____

Principal to Contact/Title: _____

Business Telephone: _____

Business Email: _____

Is this address the: Main Office Regional Office Branch Office Other _____

Former Firm Name(s), if any. Year Established Name/Address/Telephone of Parent Company, if any

Corporate Structure:

Sole Proprietorship Corporation Joint Venture
 Parent Company Partnership Other (specify):__

Other offices of the firm:

City/State Telephone No. No. of personnel Identify home office with *

1. State of Incorporation: _____
2. State of North Carolina Registration#: _____
3. Federal Tax Identification#: _____
4. Acknowledge Addendum(a) by specifying Addendum(a) in spaces provided: _____

Certification

The undersigned prime Offeror certifies that, to the best of his/her knowledge, the information presented in this Request for Proposals is a statement of facts and that the firm has the financial capability to perform the work being applied for. The undersigned prime Offeror further certifies that it knows of no personal and/or organizational conflict of interest prohibited under federal, state, and local law.

I certify (or declare) under penalty of perjury under the laws of the State of North Carolina that the foregoing is true and correct.

Name: _____

Signature: _____

Title: _____

Date: _____

Place: _____

(City and State)

END OF FORM

Attachment C



CERTIFICATION REGARDING CONFLICT OF INTEREST

The Offeror is required to certify that performance of the work will not create any conflicts of interest or disclose any actual or potential conflicts of interest by completing and signing one of the following statements:

The Offeror hereby certifies that to the best of its knowledge and belief, and in accordance with GoTriangle’s “Procedures and Guidelines for Preventing Organizational Conflicts of Interest and RFP Section 2 performance of the services described in the Scope of Work will not create any conflicts of interest for the Offeror, any affiliates, any proposed subContractors, and key personnel of any of these organizations.

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

OFFEROR/COMPANY NAME: _____

OR

The Offeror hereby discloses the following circumstances that could give rise to a conflict of interest for the Offeror, any affiliates, any proposed subContractors, and key personnel of any of these organizations. (Attach additional sheets as needed.)

Name of the Individual/Company to which potential conflict of interest might apply:

Nature of potential conflict of interest:

Attachment C

Proposed Remedy:

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

OFFEROR/COMPANY NAME: _____

Attachment D

OFFEROR STATEMENT OF NON-COLLUSION

BY SUBMISSION OF THIS PROPOSAL, OFFEROR AND EACH PERSON SIGNING ON BEHALF OF OFFEROR CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

- (1) The prices of this proposal have been arrived at independently, without collusion, consultation, communication, or agreement with any other Offeror or competitor, for the purposes of restricting competition or as to any matter relating to price.
- (2) Unless otherwise required by law, the prices quoted in this proposal have not been knowingly disclosed by Offeror and will not be disclosed by Offeror directly or indirectly to any other Offeror or competitor before proposals are opened.
- (3) No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a bid on any portion of the Project work.

IF, FOR ANY REASON, OFFEROR CANNOT CERTIFY AS SET FORTH ABOVE, OFFEROR SHALL SO STATE AND SET FORTH THE REASONS IN DETAIL BELOW:

Subscribed to under penalty of perjury under the laws of the State of North Carolina, this _____ day of _____, 20__ as the act and deed of said corporation or partnership.

Name (print):

Title:

Company:

ATTACHMENT E – E VERIFY



GOTRIANGLE E-VERIFY EMPLOYER COMPLIANCE STATEMENT

E-Verify for Public Contracts: HB 786 (S.L. 2013-418)

The legislation referenced prohibits governmental units from awarding to or entering into contracts unless the contractor and the contractor's subcontractors comply with the E-Verify requirements of Article 2 of Chapter 64 of the NC General Statutes.

Contractor, hereafter Employer, understands that E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. Employer is defined as: Any person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. This term does not include State agencies, counties, municipalities, or other governmental bodies.

Employer understands that Employers as Defined Herein Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

Therefore, all employers must be in compliance with the E-Verify requirements to enter into contracts with Triangle Transit.

Below check the type of employer and complete the information.

A) Employer with less than 25 employees, not required to use E-Verify:

Company Name: _____

Name and Title of Authorized Signer(s): _____

Date: _____

OR:

B) Employer with 25 or more employees required by NC S.L.213-418 to use E-Verify:

Yes, we comply:

Company Name: _____

Name and Title of Authorized Signer(s): _____

Date: _____

Attachment- F

RFP Number (if applicable): _____

Name of Vendor Offeror: _____

**IRAN DIVESTMENT ACT
CERTIFICATION REQUIRED BY
N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature _____ Date _____

Printed Name _____ Title _____

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

Attachment - G

Companies Boycotting Israel Divestment Act Certification Form

RFP/RFQ Number (if applicable): _____

Name of Contracting Party or Bidder: _____

COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. §147-86.81 *et seq.* *

Pursuant to N.C.G.S. §147-86.81, any person identified as engaging in a boycott of Israel, as defined by this Act. In addition, State agencies must divest from investments in such restricted companies, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.81, is ineligible to contract with the State of North Carolina or any political subdivision of the State.

As of the date listed below, the supplier or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. §147-86.81.

The undersigned hereby certifies that he or she is authorized by the contracting party or bidder listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

N.C.G.S. §147-86.81 requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. § 147-86.81(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Divestment-Acts-Resources.aspx> and will be updated every 180 days.

* Note: Enacted by Session Law 2017-193 as N.C.G.S. §147-86.81 *et seq.*

Attachment H -- Minimum Insurance Requirements

1. Definitions. "Submitter" as used in this Exhibit shall mean: _____. "GoTriangle" as used in this Exhibit shall mean the Research Triangle Regional Public Transportation Authority dba GoTriangle. "Contract" as used in this Exhibit shall mean the agreement or contract that may result from the Solicitation to which this Exhibit is attached and of which it is a part.
2. General Terms. Submitter shall secure and maintain at its own expense each type of insurance, with the applicable minimum coverage limits, as specified in this Exhibit. Submitter shall secure the required insurance policies prior to performing any services under any Contract which may result from the Solicitation. Submitter shall maintain such policies throughout the term of the Contract, unless a longer period is required pursuant to the provisions herein. Any insurance carried by Submitter is primary insurance and shall not be considered contributory with any insurance carried by GoTriangle.
3. Commercial General Liability. Submitter shall secure and maintain occurrence-form Commercial General Liability insurance, including coverage for premises and operations, products and completed operations, independent contractors, personal injury and blanket contractual liability, with limits of not less than: General Aggregate (\$2 million); Products and Completed Operations Aggregate (\$2 million); Personal and Advertising Injury Aggregate (\$1 million); and Each Occurrence (\$1 million). Such insurance shall be primary and non-contributory with any insurance carried by GoTriangle.
4. Worker's Compensation and Employer's Liability. If required by law, Submitter shall secure and maintain Worker's Compensation insurance complying with North Carolina statutory requirements covering all employees and owners, and including Employer's Liability coverage with limits of not less than \$1 million per accident, \$1 million disease per policy limit, and \$1 million disease per employee limit.
5. Automobile Liability. Submitter shall secure and maintain Automobile Liability insurance with a limit of not less than \$1 million combined single limit. Such insurance shall include coverage for all owned, hired, and non-owned motorized vehicles both on the Premises. Such insurance shall be primary and non-contributory with any insurance carried by GoTriangle.
6. Umbrella/Excess Liability. Submitter shall secure and maintain Umbrella or Excess Liability insurance on a "following form" basis with a limit of not less than \$1 million providing excess coverage over and above Submitter's primary insurance for Commercial General Liability, Automobile Liability, and Employer's Liability. Such insurance shall be primary and non-contributory with any insurance carried by GoTriangle.
7. Professional Liability. Submitter shall secure and maintain Professional Liability insurance providing coverage for errors or omissions committed in the course of Submitter's performance under this Contract. The coverage shall be maintained during the term of the Contract and for at least 3 years following completion of Submitter's performance. The policy shall have limits of not less than \$5 million per claim and in the annual aggregate. The policy may contain a deductible of a maximum of \$250,000, but in such case the deductible shall be the sole responsibility of Submitter, and no portion of the deductible is the responsibility of GoTriangle.
8. Privacy and Network Liability (Cyber). Submitter shall secure and maintain Privacy and Network Liability (Cyber) insurance with a limit of not less than \$5 million aggregate and providing coverage for network security, third party liability, notification services, and cyber extortion.

9. Other Terms.

- 9.1. Qualified Insurers. Submitter shall secure and maintain the required insurance policies from insurance carriers authorized to conduct business in the State of North Carolina with a current A.M. Best rating of "A-" or better.
- 9.2. Waiver of Subrogation. The following policies of insurance shall include a waiver of subrogation in favor of Research Triangle Regional Public Transportation Authority dba GoTriangle: Commercial General Liability; Worker's Compensation and Employer's Liability; and Automobile Liability.
- 9.3. Additional Insured. The following policies of insurance shall name Research Triangle Regional Public Transportation Authority dba GoTriangle as an additional insured: Commercial General Liability; and Automobile Liability.
- 9.4. Notice to GoTriangle. If any required coverage lapses for any reason, Submitter shall provide immediate written notice to GoTriangle. Each policy shall also contain notification provisions whereby GoTriangle will receive not less than 30 days' written notice prior to the cancellation of the policy.
- 9.5. Claims-made Insurance. If any insurance policy required by this Exhibit is secured on a claims-made basis, then such policy shall provide that:
- 9.5.1. The retroactive date shall coincide with or precede Submitter's commencement of performance under this Contract (including subsequent policies purchased as renewals or replacements); and
- 9.5.2. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims.
- 9.5.3. Submitter shall maintain similar insurance under the same terms and conditions for at least 3 years following completion of all performance under this Contract; and
- 9.5.4. If insurance is terminated for any reason, Submitter shall purchase an extended reporting provision of at least 2 years to report claims arising from Submitter's performance.
- 9.6. Deductibles and Self-insured Retention. GoTriangle will review all deductible and self-insured retention (SIR) amounts and may require Submitter to secure alternate insurance when in GoTriangle's sole discretion such amounts are not reasonable under the circumstances. The payment of any deductible is the sole responsibility of Submitter.
- 9.7. Certificates of Insurance. Before commencing performance under the Contract, for each required policy Submitter shall furnish a certificate of insurance (COI) to GoTriangle that demonstrates coverage in compliance with the requirements of this Exhibit and includes the following:
- 9.7.1. Effective and expiration dates of the policy
- 9.7.2. Amount of any deductible or self-insured retention
- 9.7.3. Any exclusions to the policy which are not part of the standard form
- 9.7.4. Reference to GoTriangle Contract Number identified on the first page of this Exhibit
- 9.7.5. Title block formatted as follows: **Research Triangle Regional Public Transportation Authority dba GoTriangle, Suite 100, Durham, NC 27703**

Attachment I - Federal Requirements

Access to Records and Reports

- a. **Record Retention**. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. **Retention Period**. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records**. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. **Access to the Sites of Performance**. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

A.1 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q

33 U.S.C. §§ 1251-1387

2 C.F.R. part 200, Appendix II (G)

Recipients can draw on the following language for inclusion in their federally funded procurements.

The Contractor agrees:

- 1) It will not use any violating facilities;

- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

A.2 CIVIL RIGHTS LAWS AND REGULATIONS

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:
 - a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
 - b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.* and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. Nondiscrimination on the Basis of Age. The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 *et seq.*, and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 *et seq.*, and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language

Every federally funded contract must include an Equal Opportunity clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Civil Rights and Equal Opportunity

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

A.3 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

Background and Applicability

The Disadvantaged Business Enterprise (DBE) program applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year. All FTA recipients above this threshold must submit a DBE program and overall triennial goal for DBE participation. The overall goal reflects the anticipated amount of DBE participation on DOT-assisted contracts. As part of its DBE program, FTA recipients must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid.

FTA recipients must meet the maximum feasible portion of their overall goal using race-neutral methods. Where appropriate, however, recipients are responsible for establishing DBE contract goals on individual DOT-assisted contracts. FTA recipients may use contract goals only on those DOT-assisted contracts that have subcontracting responsibilities. See 49 C.F.R. § 26.51(e). Furthermore, while FTA recipients are not required to set a contract goal on every DOT-assisted contract, they are responsible for achieving their overall program goals by administering their DBE program in good faith.

FTA recipients and third party contractors can obtain information about the DBE program at the following website locations:

[Federal Transit Administration website Disadvantaged Business Enterprise page click here](#)

[Department of Transportation website Disadvantaged Business Enterprise Program click here](#)

Flow Down

The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to

comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.

Clause Language

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

Overview

It is the policy of the AGENCY and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the AGENCY to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE’s;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror’s submission package, the Bidder/Offeror’s documented history of non-compliance with DBE requirements on previous contracts with the AGENCY.

Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the AGENCY deems appropriate.

DBE Participation

For the purpose of this Contract, the AGENCY will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [*certifying agency or the Unified Certification Program (UCP)*]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the AGENCY.

DBE Participation Goal

The DBE participation goal for this Contract is set at N/A%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than N/A** % of the total Contract price. Failure to meet the stated goal at the time of proposal submission **may** render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any

subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY.

3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the AGENCY will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the AGENCY will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the AGENCY's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the AGENCY generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the AGENCY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the AGENCY's **Jamila Ormond**, who will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The AGENCY will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the AGENCY's prior written consent. The AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and

advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The AGENCY shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the AGENCY that** summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to GoTriangle. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The AGENCY to have access to necessary records to examine information as the AGENCY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.

- The authorized representative(s) of the AGENCY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

Sanctions for Violations

If at any time the AGENCY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor’s compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of _____% DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE’s participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror

shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

A.4 EMPLOYEE PROTECTIONS

49 U.S.C. § 5333(a)

40 U.S.C. §§ 3141 – 3148

29 C.F.R. part 5

18 U.S.C. § 874

29 C.F.R. part 3

40 U.S.C. §§3701-3708

29 C.F.R. part 1926

Applicability to Contracts

Certain employee protections apply to all FTA funded contracts with particular emphasis on construction related projects. The recipient will ensure that each third party contractor complies with all federal laws, regulations, and requirements, including:

1. Prevailing Wage Requirements
 - a. Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA’s “Davis-Bacon Related Act”);
 - b. The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and
 - c. U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.
2. “Anti-Kickback” Prohibitions
 - a. Section 1 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874;
 - b. Section 2 of the Copeland “Anti-Kickback” Act, as amended, 40 U.S.C. § 3145; and
 - c. U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States,” 29 C.F.R. part 3.
3. Contract Work Hours and Safety Standards
 - a. Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and
 - b. U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. part 1926.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. The Davis-Bacon Act and the Copeland “Anti- Kickback” Act apply to all prime construction, alteration or repair contracts in excess of \$2,000. The Contract Work Hours and Safety Standards Act apply to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

Model Clause/Language

The recipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, recipients can draw on the following language for inclusion in their federally funded procurements.

Prevailing Wage and Anti-Kickback

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701- 3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor

shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages

paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

A.5 ENERGY CONSERVATION

42 U.S.C. 6321 *et seq.*

49 C.F.R. part 622, subpart C

Applicability to Contracts

The Energy Policy and Conservation requirements are applicable to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 *et seq.*, and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. Recipients can draw on the following language for inclusion in their federally funded procurements.

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

A.6 FLY AMERICA

49 U.S.C. § 40118

41 C.F.R. part 301-10

48 C.F.R. part 47.4

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act.

Flow Down Requirements

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language

The relevant statutes and regulations do not require any specific clause or language that recipients use in their third party contracts. A sample clause is provided for Federal contracts at 48 C.F.R. 52.247-63. Recipients can draw on the following language for inclusion in their federally funded procurements.

FTA proposes the following language, modified from the Federal clause.

Fly America Requirements

- a) *Definitions.* As used in this clause--

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons.

See FAR § 47.403. [State reasons]:

(End of statement)

- e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of Clause)

A.7 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180

2 C.F.R part 1200

2 C.F.R. § 200.213

2 C.F.R. part 200 Appendix II (I)

Executive Order 12549

Executive Order 12689

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Model Clause/Language

There is no required language for the Debarment and Suspension clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous

certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A.8 LOBBYING RESTRICTIONS

31 U.S.C. § 1352

2 C.F.R. § 200.450

2 C.F.R. part 200 appendix II (J)

49 C.F.R. part 20

Applicability to Contracts

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Flow Down

The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

Model Clause/Language

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

Lobbying Restrictions

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

A.9 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

The No Obligation clause applies to all third party contracts that are federally funded.

Flow Down

The No Obligation clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

There is no required language for the No Obligations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

No Federal Government Obligation to Third Parties.

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

A.10 PATENT RIGHTS AND RIGHTS IN DATA

2 C.F.R. part 200, Appendix II (F)

37 C.F.R. part 401

Applicability to Contracts

If the recipient or subrecipient wishes to enter into a contract (or subcontract) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work under the FTA award, the recipient or subrecipient must comply with the requirements of 37 C.F.R.

part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Except in the case of an “other agreement” in which the Federal Government has agreed to take more limited rights, the Federal Government is entitled to a non- exclusive, royalty free license to use the resulting invention, or patent the invention for Federal Government purposes. The FTA has the right to:

1. Obtain, reproduce, publish, or otherwise use the data produced under a Federal award;
and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

Flow Down

The Patent Rights and Rights in Data requirements flow down to all third party contractors and their contracts at every tier that meet the definition of a research-type project under 37 U.S.C. § 401.2.

Model Clause/Language

Recipients can draw on language provided in 37 C.F.R. § 401.3 for appropriate Patent Rights and Data Rights Clauses for use in their federally funded research, development, demonstration, or special studies projects. Recipients should consult legal counsel for guidance in developing an appropriate Intellectual Property Agreement. At a minimum, recipients can include the following language in their standard boilerplates.

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or

reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.
 - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the

Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

A.11 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1)

31 U.S.C. §§ 3801-3812

18 U.S.C. § 1001

49 C.F.R. part 31

Applicability to Contracts

The Program Fraud clause applies to all third party contracts that are federally funded.

Flow Down

The Program Fraud clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

There is no required language for the Program Fraud clause. Recipients can draw on the following

language for inclusion in their federally funded procurements.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

A.12 RECYCLED PRODUCTS

42 U.S.C. § 6962

40 C.F.R. part 247

2 C.F.R. part § 200.322

Applicability to Contracts

The Resource Conservation and Recovery Act, as amended, (42 U.S.C. § 6962 *et seq.*), requires States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

Model Clause/Language

There is no required language for preference for recycled products. Recipients can draw on the following language for inclusion in their federally funded procurements.

Recovered Materials

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

A.13 SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402

Executive Order No. 13043 Executive

Order No. 13513

U.S. DOT Order No. 3902.10

Applicability to Contracts

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third party agreements supported with Federal assistance.

Flow Down Requirements

The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier.

Model Clause/Language

There is no required language for the Safe Operation of Motor Vehicles clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Safe Operation of Motor Vehicles

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

A.14 SUBSTANCE ABUSE REQUIREMENTS

49 U.S.C. § 5331

49 C.F.R. part 655

49 C.F.R. part 40

Applicability to Contracts

Third party contractors who perform *safety-sensitive functions* must comply with FTA's substance abuse management program under 49 C.F.R. part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 C.F.R. § 655.4, *Safety-sensitive function* means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

1. Operating a revenue service vehicle, including when not in revenue service;
2. Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
3. Controlling dispatch or movement of a revenue service vehicle;
4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
5. Carrying a firearm for security purposes.

Additionally, third party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

Flow Down Requirements

The Substance Abuse requirements flow down to all third party contractors at every tier who perform a safety-sensitive function for the recipient or subrecipient.

Model Clause/Language

FTA's drug and alcohol rules, 49 C.F.R. part 655, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with part 655. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

SUBSTANCE ABUSE TESTING

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of [name of State], or AGENCY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before [insert date] and to submit the Management Information System (MIS) reports before [insert date before March 15] to [insert title and address of person responsible for receiving information]. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit

Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

A.15 TERMINATION

2 C.F.R. § 200.339

2 C.F.R. part 200, Appendix II (B)

Applicability to Contracts

All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

Flow Down

For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

There is no required language for the Terminations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Termination for Convenience (General Provision)

The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in

which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

A.16 VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326

2 C.F.R. part 200, Appendix II (A)

Applicability to Contracts

All contracts in excess of the Simplified Acquisition Threshold (currently set at \$150,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Flow Down

The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Model Clauses/Language

FTA does not prescribe the form or content of such provisions. The provisions developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts. Recipients can draw on these examples for inclusion in their federally funded procurements.

Rights and Remedies of the AGENCY

The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include [AGENCY to define].

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law

and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Performance during Dispute

Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ATTACHMENT- J

RFP RESPONSE CHECKLIST

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1.0 Offeror Response Checklist

ALL FORMS AND REQUIRED INFORMATION BELOW MUST BE **COMPLETED AND INCLUDED** WHEN YOU SUBMIT YOUR PROPOSAL PACKAGE:

Table 1 Vendor Response Checklist

Item #	Proposal Response Item	Completed and Provided as Instructed	
		YES <input type="checkbox"/>	NO <input type="checkbox"/>
1	A. Cover Sheet	YES <input type="checkbox"/>	NO <input type="checkbox"/>
2	B. Table of Contents	YES <input type="checkbox"/>	NO <input type="checkbox"/>
3	C. Concise Letter of Interest	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4	D. Statement of Judgments	YES <input type="checkbox"/>	NO <input type="checkbox"/>
5	E. Prospective Contractor Responsibility Statement	YES <input type="checkbox"/>	NO <input type="checkbox"/>
6	F. Previous Experience of Similar Scope of Work	YES <input type="checkbox"/>	NO <input type="checkbox"/>
7	G. References from Previous Clients	YES <input type="checkbox"/>	NO <input type="checkbox"/>

2.0 Offeror Attachments

The Offeror must complete the following table identifying all the other documents that are being attached as part of the IFB response.

Table 2 Vendor Attachment Checklist

Item #	Attachment Name	Attachment Provided?	
		YES <input type="checkbox"/>	NO <input type="checkbox"/>
1	A1. Pricing Model -- Attachment A1	YES <input type="checkbox"/>	NO <input type="checkbox"/>
2	A2. Pricing Model Summary -- Attachment A2	YES <input type="checkbox"/>	NO <input type="checkbox"/>
3	B. Proposal Submittal Form (Attachment B)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4	C. Certificate Regarding Conflict of Interest Form (Attachment C)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
5	D Non-Collusion (Attachment D)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
6	E. E-verify Form (Attachment E)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
7	F. Iran Divestment Act Form (Attachment F)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
8	G. Companies Boycotting Israel Divestment Act Form (Attachment G)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
9	H. Minimum Insurance Requirements (Attachment H)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
10	I. RFP Response Checklist (Attachment I)	YES <input type="checkbox"/>	NO <input type="checkbox"/>

EXHIBIT A - TRAVEL AND BUSINESS RELATED EXPENSE POLICY NUMBER 3.8.1

3.8.1.1 POLICY PURPOSE

The purpose of **TRAVEL AND BUSINESS RELATED EXPENSE POLICY NUMBER 3.8.1** (Policy) is to establish the overview, scope, responsibilities, and guidelines for Travel and Business Related Expenses for the Research Triangle Regional Public Transportation Authority d/b/a GoTriangle (GoTriangle).

3.8.1.2 POLICY OVERVIEWS

- A. This Policy applies to all divisions of GoTriangle, GoTriangle's Contractors and contractors, GoTriangle's employees (employees) and the GoTriangle Board of Trustees (Board).
- B. Board members and employees may have their Travel and Business Related Expenses reimbursed by GoTriangle subject to the limitations contained in this Policy. Under no circumstances shall duplicate reimbursement be made for that portion of a Board member's or employee's expenses paid or reimbursed from a non-GoTriangle source.
- C. All travel is contingent upon the availability of funds in the proper budget categories.
- D. A Board member, employee, or GoTriangle Contractor traveling on GoTriangle business shall exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Excess costs, circuitous routes, delays, or luxury accommodations and services unnecessary or unjustified in the performance of official business are not acceptable under this Policy. Board members, employees, and GoTriangle Contractors shall be responsible for unauthorized costs and any additional expenses incurred due to personal preference or convenience.

3.8.1.2 POLICY PRINCIPLES

- A. All reimbursable Travel and Business Related Expenses must be generated for a business purpose. The purchase of personal items unrelated to related travel expenses will not be reimbursed by GoTriangle (e.g., room service, alcoholic beverages consumed while on company business). The application of this Policy shall be consistent throughout GoTriangle and any exceptions must be reported and reviewed by the Chief Financial Officer.
- B. The timely reporting of Travel and Business Related Expenses is important for GoTriangle to maintain accurate financial records and ensure the items purchased are recorded as expenses in the correct fiscal period. Expenses incurred during the period but not recorded in the financial records may result in the misstatement of GoTriangle's reported financial results or its failure to follow Generally Accepted Accounting Principles (GAAP). The GAAP rules require expenses to be recorded in the period that they were incurred.

3.8.1.4 POLICY SCOPE

- A. With prior approval of Travel and Advance Authorization Form, GoTriangle will pay and/or reimburse for the following expenses:
 - A.1 All registration costs, including charges for any meals that are included as part of a registration fee, for a meeting, training, conference, workshop, or seminar.
 - A.2 Round trip train, bus, or coach air fare to destination and cab or transit fare between airports, hotels, and activity sites. The use of economy priced rental cars may be allowed upon prior approval by the Department Manager/Approving Authority when costeffective.
 - A.3.0 Employees on the basis of mileage for the use of a privately owned automobile (POA), providing this cost does not exceed the cost of air travel. Local travel by GoTriangle vehicles is encouraged whenever available.
 - A.3.1 For transportation by a POA, employees and Board members are eligible for reimbursement at the current U.S. General Services Administration rate per mile of travel (as updated or implemented annually by GoTriangle as the "GoTriangle Reimbursable Mileage Rate"; see **Reference A**, which is attached hereto and specifically incorporated by reference) and the actual costs of road, bridge, and ferry tolls paid.
 - A.3.2 For transportation by a POA, GoTriangle Contractors are eligible for reimbursement at the current U.S. Internal Revenue Service standard business rate per mile of travel (as updated annually by the IRS; see **Reference A**) and the actual costs of road, bridge and ferry tolls paid.
 - A.3.3 Employees, Contractors, and Board members are cautioned that use of a POA is at their own risk. In the event of an accident, the owner or operator of the vehicle is responsible for losses or damages of any kind. GoTriangle will not be responsible for any further payment other than the reimbursement detailed above.
 - A.3.4 For transportation by airline, bus, railroad, or other conveyance, the actual coach fare will be reimbursed. Ticket stubs or boarding passes must be included with expense reports.
 - A.4 The actual cost of lodging, including reasonable gratuities as shown in **Reference A**. If an activity is being held at a hotel, the employee may select that hotel for lodging. Itemized receipts are required.
 - A.5 Per Diem for meals including reasonable gratuities as shown in **Reference A**. Itemized receipts are required. However, a per diem allowance for GoTriangle Contractors may be considered on a case-by-case basis; any exception(s) to the requirement for itemized receipts shall be expressly approved in writing by the Chief Financial Officer, in consultation with the Office of General Counsel.
 - A.6 Meals or banquets that are included in an activity's program or meals where the employee has no practical control over the site or food selection.

- A.7 Lunch expenses only, for day activities. Exceptions due to early arrival or late departure must be approved in advance by the Department Manager/Approving Authority.
 - A.8 Any necessary and reasonable out-of-town laundry costs only if the travel exceeds four (4) business days.
 - A.9 Expenses for extended overnight stay when significant savings may be realized. Such extended stay must be approved in advance by the Department Manager/Approving Authority.
- B. GoTriangle shall not pay for personal expenses that are unrelated to the purpose of the travel activity. Expenses such as, but not limited to, alcoholic beverages, personal telephone calls (exception, reasonable calls, 15-minute maximum), newspapers, magazines, room service (exception, Refer to Travel and Business related Expense Standard Procedure for detail), movies, premium TV channels, and other entertainment shall not be reimbursed.

3.8.1.5 POLICY RESPONSIBILITIES

- A. **A member of the Board** shall approve in advance, all requests to travel on GoTriangle business by the Board Chair, General Counsel and General Manager. Reimbursement for expenses incurred relative to this travel also requires Board member approval. GoTriangle will pay the actual costs of meals for official GoTriangle guests (including GoTriangle and non- GoTriangle employees) when accompanying the GoTriangle Board Chair, General Counsel or General Manager in the course of conducting official GoTriangle business.
- B. **The Board Chair** shall approve in advance, all requests to travel on GoTriangle business by the GoTriangle Board officers, including the Vice-Chair, Secretary, and Treasurer, and other members of the Board. Reimbursement for expenses incurred relative to this travel also requires Board Chair approval. GoTriangle will pay the actual costs of meals for official GoTriangle guests (including GoTriangle and non- GoTriangle employees) when accompanying Board members in the course of conducting official GoTriangle business.
- C. **The Department Manager/Approving Authority** (or equivalent employee performing this function) shall approve, in advance, all requests to travel on GoTriangle business made by those in his or her department. Reimbursement for expenses incurred relative to this travel also requires approval of the Department Manager/Approving Authority. Because of his or her familiarity with the purpose of the travel and the personnel involved, the Department Manager/ Approving Authority shall closely monitor expenses and question any unreasonable charges incurred.
- D. **The Finance Department** shall review all travel related transactions and advise the Department Manager/Approving Authority of any apparent deviations from these procedures.
- E. **The General Manager** shall rule on any differences of opinion in the interpretation of the terms of this Policy that cannot be resolved to the mutual satisfaction of the Department Manager/Approving Authority and the Finance Department.

3.8.1.6 POLICY PRACTICE STATEMENT

- A. Travel and Advance Authorization and Travel and Business related Expense Reports must be completed in order for an employee to be reimbursed for expenses. Refer to Travel and Business

Related Expense Standard Procedure for detail.

- B. Receipts – GoTriangle requires all receipts to be attached to the expense report for reimbursement.
- C. Per Diem Plan – GoTriangle currently provides a per diem plan for travel and entertainment expenses. **See Reference A** and refer to Travel and Business Related Expense Standard Procedure for detail.
- D. Travel and Entertainment Advances – Refer to Travel and Business Related Expense Standard Procedure for detail.
- E. Reimbursement – Refer to Travel and Business Related Expense Standard Procedure for detail.



TRAVEL AND BUSINESS RELATED EXPENSE POLICY NUMBER 3.8.1

REFERENCE A

3.8.1.7 POLICY SCOPE

- A. The GoTriangle Reimbursable Mileage Rate and the U.S. Internal Revenue Service (IRS) standard business rate per mile of travel are updated annually.
 - A.1 The GoTriangle Reimbursable Mileage Rate for Employees, Contractors, and Board members for use of a Personally Operated Automobile (POA) when used for GoTriangle business travel is updated annually.

- B. Gratuities – a reasonable dollar amount per day will be considered for reimbursement. A receipt is optional, unless included with receipt for a meal.

- C. GoTriangle Reimbursable Rates –

Region	MEALS	LODGING	MAX REIMBURSABLE RATE
ZONE 1 - Midwest	\$60	\$175	\$235
ZONE 2 - Northeast	\$70	\$200	\$270
ZONE 3 – South	\$50	\$150	\$200
ZONE 5 –West	\$70	\$200	\$270

GoTriangle Reimbursable Region

