



REQUEST FOR PROPOSALS
(RFP) No. 26-005
FOR
Enterprise Resource Planning (ERP) Assessment
Revised by Addendum No. 1

Research Triangle Regional Public Transportation Authority dba GoTriangle (GoTriangle), as authorized under the N.C.G.S. [§160A-610](#), is seeking to establish a contract for the above referenced services.

The Request for Proposal (RFP) document is available for download at the GoTriangle's website: <https://gotriangle.org/procurement-opportunities>.

Proposals Due Date & Time: **September 4, 2025, 12:00 EST**

Submittal Location: **Email to ASostaric@gotriangle.org**

Pre-Offer Conference: **Pre-Offer Conference will not be conducted**

Late Proposals will not be considered. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements. Additional instructions for preparing an Offer are included in this solicitation. Inquiries regarding this solicitation shall be submitted to the Procurement Officer specified below:

Ana Sostaric

Email: ASostaric@gotriangle.org

Office: 919-485-7559

GOTRIANGLE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

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BACKGROUND

Research Triangle Regional Public Transportation Authority dba GoTriangle (GoTriangle), as authorized under the North Carolina General Statutes (N.C.G.S) [§160A-610](#), is soliciting proposals to establish a contract for the provision of Enterprise Resource Planning (ERP) Assessment services. Whether or not GoTriangle actually enters into any contract and how the work is awarded will be decided at GoTriangle's discretion. Furthermore, GoTriangle will use any awarded contract on an as-needed basis, with no guarantee as to the actual spending under any awarded contract.

GoTriangle implemented Microsoft Dynamics 365 as its Enterprise Resource Planning (ERP) system approximately seven years ago. The implementation has not fully met organizational needs, and the system is currently underutilized. The agency seeks a qualified consultant to assess the current state of its ERP and provide recommendations on options for next steps, including paths to either optimize the existing implementation or replace it with a more streamlined solution.

SCOPE OF SERVICES

TASK 1

1. ERP System Evaluation

Conduct a comprehensive evaluation of GoTriangle's existing Microsoft Dynamics 365 environment, including the following modules:

- 1.1. Procurement and Sourcing;
- 1.2. Accounts Payable;
- 1.3. Accounts Receivable;
- 1.4. Budget Planning;
- 1.5. Budget Control;
- 1.6. Cash and Bank Management;
- 1.7. General Ledger;
- 1.8. Fixed Assets;
- 1.9. Projects and Grants;
- 1.10. Reporting.

2. Business Process Review

- 2.1. Map and assess current business processes supported by each module.
- 2.2. Identify manual workarounds, inefficiencies, bottlenecks, and redundancies.
- 2.3. Evaluate alignment between configured system processes and actual business needs and best practices.

3. Functional Review of Each Module

- 3.1. Evaluate quality and reliability of existing data in each module.
- 3.2. Determine the extent to which each module is configured and being used as intended.
- 3.3. Identify underutilized features and misconfigurations.
- 3.4. Assess data flows between modules and related systems.

4. Technical Assessment

- 4.1. Review system architecture, integrations (internal and external), technical customizations, and alignment of licensing with usage/needs.
- 4.2. Evaluate the use of customizations versus out-of-the-box functionality.
- 4.3. Assess data quality, reporting capabilities, auditability, and security configurations.
- 4.4. Assess technical performance (lag, downtime, reporting speed)

5. Compliance and Risk Assessment

- 5.1. Assess compliance with financial controls, grant requirements, procurement policies, and reporting standards.
- 5.2. Identify areas of operational, financial, or regulatory risk stemming from system usage.

TASK I Deliverable:

- Prepare and provide an ERP Current State Assessment Report, including findings/misalignments between system use and business needs, risk assessment, summary of opportunities for improvement, and recommendations to support roadmap development. Include visual process maps and tabular summary showing key findings, risks, and severity by module.

TASK II

6. Roadmap for Optimization

- 6.1. Identify and recommend improvements to better align the current Dynamics 365 system with business needs.
- 6.2. Define necessary upgrades, reconfigurations, integrations, training, and organizational changes.
- 6.3. Provide a phased implementation plan with estimated timelines, staffing requirements, and costs.

TASK II Deliverable

- Optimization roadmap and cost estimate.

TASK III

7. Roadmap for Replacement

- 7.1. Summarize business requirements for a replacement ERP solution, including scalability, functionality, integrations, and user experience.
- 7.2. Provide a phased implementation plan, including timeline, staffing requirements, transition risks, and rough order-of-magnitude (ROM) cost estimates.

TASK III Deliverable

- Replacement roadmap and cost estimate.

TASK IV

8. Decision Support

Facilitate a decision-making workshop with internal GoTriangle stakeholders to review findings and assist in selecting a path forward (Optimization vs Replacement).

TASK IV Deliverable

- Workshop materials.

TASK V

9. Optional Services – Implement Optimization Roadmap

If GoTriangle selects Optimization, the Consultant may be engaged to support the implementation of recommended improvements with services such as:

9.1. Project Planning and Management

- 9.1.1. Develop detailed project plans, including timelines, milestones, and resource allocations.
- 9.1.2. Coordinate with internal stakeholders and third-party vendors as needed.
- 9.1.3. Monitor project progress, manage risks, and report regularly to project sponsors.

9.2. System Configuration and Enhancement

- 9.2.1. Reconfigure Dynamics 365 modules to better align with optimized business processes.
- 9.2.2. Implement additional features, workflows, or automations to improve system efficiency and usability.
- 9.2.3. Support data clean-up and data governance improvements as needed.

9.3. Training and Change Management

- 9.3.1. Develop and deliver updated training programs and user guides for staff.
- 9.3.2. Support change management activities to drive user adoption and minimize disruption.

9.4. Testing and Quality Assurance

- 9.4.1. Plan and coordinate system testing, including user acceptance testing (UAT).
- 9.4.2. Address issues and adjust system configurations based on testing outcomes.

9.5. Post-Implementation Support

- 9.5.1. Provide go-live support, troubleshooting, and stabilization assistance.

- 9.5.2. Recommend ongoing governance structures and continuous improvement practices.

TASK V Deliverable

- Implementation Support Plan and Progress Reports, including documented configurations, training materials, issue logs, and final project closeout report.

TASK VI

10. Optional Services – Implement Replacement Roadmap

If GoTriangle selects Replacement, the Consultant may be engaged to support the acquisition and implementation of the new solution with services such as:

10.1. System Selection Support

- 10.1.1. Assist with RFP development, vendor evaluation, and system selection.

- 10.1.2. Support contract negotiations with the selected ERP vendor(s).

10.2. Project Planning and Management

- 10.2.1. Develop comprehensive implementation plans, including timelines, milestones, resource allocations, and risk mitigation strategies.

- 10.2.2. Coordinate internal resources and vendor activities to ensure successful project execution.

10.3. Business Process Redesign

- 10.3.1. Redesign business processes to align with new system capabilities and best practices.

- 10.3.2. Document updated workflows and policies.

10.4. Data Migration and Integration Planning

- 10.4.1. Design and oversee data migration strategies, including data mapping, cleansing, and validation.

- 10.4.2. Plan and support integration with other critical systems.

10.5. Change Management and Training

10.5.1. Lead change management efforts, including stakeholder engagement, communications planning, and adoption strategies.

10.5.2. Develop and deliver customized training programs and user support materials.

10.6. Testing and Quality Assurance

10.6.1. Coordinate all phases of testing, including system integration testing (SIT), user acceptance testing (UAT), and security testing.

10.6.2. Manage issue tracking and resolution.

10.7. Go-Live Preparation and Post-Implementation Support

10.7.1. Support go-live readiness assessments and cutover planning.

10.7.2. Provide go-live stabilization support, monitor system performance, and assist with transition to steady-state operations.

TASK VI Deliverable

- Implementation Support Plan and Progress Reports, including documented configurations, training materials, issue logs, and final project closeout report.

Terms and Conditions

1. Services

Contractor agrees to perform the services outlined in the contract (hereinafter "Services"). Contractor hereby represents and warrants that it has the experience, capability and resources, including but not limited to sufficient personnel and supervisors, to efficiently and expeditiously perform the Services to be provided hereunder with the highest professional standards, and Contractor further represents and warrants that it will at all times devote the necessary personnel and supervisors to perform the Services hereunder in such a manner. Contractor warrants and represents that prior to submitting a proposal for any Services, Contractor will examine all of the specifications, directions and conditions relating to the Services, investigate the scope of the project and the difficulties which may be encountered in performing the Services, and hereby assumes full and complete responsibility for, and risk in connection with, said Services.

2. Contract Term

The term of the resulting contract shall begin on the date of execution and continue for an initial period of two (2) years, unless canceled, terminated, or otherwise extended as permitted. At its sole discretion, GoTriangle may extend the contract for up to three (3) additional one-year periods, for a total maximum term not to exceed five (5) years.

3. Invoicing and Compensation

- 3.1. GoTriangle agrees to pay the Contractor, and the Contractor agrees to accept payment, for services rendered under the resulting contract in accordance with the mutually agreed-upon project milestones. Payment for each milestone shall be due within thirty (30) days following (i) the Contractor's submission of a valid invoice for the completed milestone, and (ii) written approval of milestone completion by the designated end user or authorized representative of GoTriangle.
- 3.2. Contractor shall submit an original invoice in a form satisfactory to GoTriangle and shall reference this Contract Number **26-005**. Invoices shall be submitted in an electronic form to the following address: invoice@gotriangle.org.
- 3.3. GoTriangle hereby requires and Contractor agrees that Contractor will submit with the final invoice, a waiver of lien and all applicable Subcontractor's and Materialman's release and waivers of lien, in form and substance acceptable to GoTriangle, at the conclusion of Services performed and receipt by Contractor of a Notice of Acceptance

from GoTriangle. Contractor shall also furnish all permits, licenses, certificates of approval from all governing inspection authorities including, as applicable, certificates of occupancy and inspection, applicable warranties, manufacturer's assigned guarantees and authorizations in the possession of Contractor. Additional completion documents may be required by GoTriangle's Contracts and Grants Coordinator.

- 3.4. GoTriangle will forward payments of Contractor's invoices to the "remit to" address on the invoice which has been approved for payment.
- 3.5. GoTriangle may withhold full or partial payment of any invoice as GoTriangle deems necessary due to:
 - 3.5.1. Non-satisfaction of Services that are not remedied;
 - 3.5.2. Third-party claims filed or information in possession of GoTriangle reasonably indicating probable filing of such claims;
 - 3.5.3. Damage to GoTriangle or another party for which Contractor is partially or wholly responsible;
 - 3.5.4. Persistent failure to carry out the Services in accordance with this Agreement.
- 3.6. In the event any full or partial payment is withheld, full payment shall be made when the offending condition is cured.

4. Changes in the Services

- 4.1. Only a Contract Amendment signed by duly authorized representatives of both parties, can modify the Contract, as long as it does not change the Contract's general scope. Purported changes to the Contract by an unauthorized person or made unilaterally by the Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.
- 4.2. No Change Order shall be issued where:
 - 4.2.1. The change was necessitated in whole or in part by Contractor's failure to comply with a requirement of this Contract;
 - 4.2.2. Contractor's work would have been affected by any other cause that would not be considered an alteration in, addition to, or deduction from the Services requested by the GoTriangle;

- 4.2.3. Contractor proceeds with any Services without giving notices as required under the Contract; or
- 4.2.4. The changes are required to correct deficient Services, to achieve compliance with the requirements set forth in this Contract, or due to Services which do not conform with good industry practices, or is otherwise faulty or defective.

5. Services on GoTriangle's Premises

- 5.1. Contractor understands and agrees that it is solely responsible for ensuring that its personnel will perform the Services called for hereunder in a safe manner and in accordance with all applicable safety laws and regulations, including but not limited to the Occupational Safety and Health Act and its implementing regulations. Contractor further agrees that it will ensure all of its personnel performing Services on GoTriangle's premises will observe all applicable GoTriangle safety rules and standards. Contractor also agrees that it is required to discharge any duty or responsibility of Contractor to its personnel or other persons. Contractor will provide all necessary training and supervision to ensure compliance with all requirements of this Section.
- 5.2. The Services of Contractor should be done in such a manner that the Services do not interfere with the continuous operation of GoTriangle's business or the work of other contractors. In the event that the Services performed hereunder may conflict in any way with such continuous operation or the work of other contractors, agreement will be reached with GoTriangle as to the sequence to be followed in performing the Services.
- 5.3. Personnel required to work on the GoTriangle's property must obtain a GoTriangle's vendors' badge. Contractor must advise its affected Personnel that, to obtain a vendor's badge and to access GoTriangle's confidential information, the Contractor will perform a background check.
- 5.4. As a pre-requisite for a GoTriangle-issued identification and access to confidential information, the Contractor shall have the sole responsibility for, and shall assure, adequate criminal background screenings on a routine basis of all of its personnel who are or will be working on GoTriangle's premises, or otherwise have access to GoTriangle's customers, property, or confidential information.
- 5.5. Contractor shall implement, no later than receipt of the Notice to Proceed, a criminal background screening of the Contractor's personnel and shall take into consideration:

- 5.5.1. The nature of the services or work being performed under the contract with particular regard for the individual's access to, and interaction with, (1) GoTriangle's customers, property, and confidential information; (2) the nature or gravity of the offense or conduct resulting in a criminal conviction; and (3) the time that has lapsed since the conviction and/or completion of the sentence.
- 5.5.2. The Contractor shall contract with, or otherwise engage, an accredited third-party vendor to conduct the required criminal background screenings and shall provide the vendor with a copy of its criminal background check screening policies and procedures.
- 5.5.3. The Contractor shall not place any person on or engage any person under this Contract, unless that person passes the Contractor's criminal background screening. At the end of each calendar quarter, the Contractor shall certify its compliance with this criminal background screening requirement and confirm that all persons required to be screened have passed the contractor's criminal background screening before working on this Contract. For the sole purpose of monitoring the Contractor's compliance, GoTriangle reserves the right to request additional documents or perform its own criminal background screening of Contractor's personnel. The Contracting Officer will inform the Contractor, in writing, of any proposed action within a reasonable time before such action is taken.
- 5.6. The Contractor shall indemnify and hold GoTriangle harmless from any and all alleged claims, demands, damages, costs and expenses, including attorneys' fees and other costs and expenses arising out of or resulting from the Contractor's criminal background screening obligations and processes.
- 5.7. The Contractor will include this requirement in all subcontracts under this Contract and receive certifications from their subcontractors to ensure that its subcontractors' personnel who are or will be working on GoTriangle's premises (whether they receive a badge or not) or otherwise have access to GoTriangle's customers, property, or confidential information undergo the required criminal background checks.

6. Conflict of Interest

GoTriangle has adopted a Code of Ethics that establishes standards of conduct for GoTriangle officials and employees. No director, officer or employee of GoTriangle shall have, during their tenure, any interest, direct or indirect, in Contractor, its subcontractors, this Agreement or the proceeds thereof. Contractor shall not, directly or indirectly, offer to the aforementioned

individuals, nor shall such individuals accept from Contractor, gifts, gratuities, favors, or anything of monetary value.

7. Contract Termination

7.1. Termination for Convenience

7.1.1. GoTriangle may terminate the Contract for the convenience of GoTriangle as follows:

- a. By giving Contractor thirty (30) calendar days prior written notice of such termination.
- b. Immediately, by written notice to Contractor, by reason of bankruptcy or insolvency of Contractor, or the filing of any bankruptcy, insolvency, receivership, or similar action or proceeding by or against Contractor, or any assignment by Contractor for the benefit of its creditors, or any other acts or omission by Contractor reflecting or manifesting bankruptcy or financial insolvency.

7.1.2. Upon receipt of a written notice of termination for any of the above conditions Contractor shall:

- a. Immediately discontinue all Services affected (unless the notice directs otherwise),
- b. Deliver to and transfer title to the GoTriangle Contracting Officer all data, drawings, specifications, reports, estimates, and summaries, and other such information and materials as may have been accumulated by Contractor in performing the Services under this Agreement, whether completed or in process, and
- c. Place no further subcontracts or orders for materials, services, facilities, or otherwise, except as necessary to complete the remaining portion of the contract.

7.1.3. GoTriangle may at any time, by written notice to Contractor, require Contractor to stop all, or any part, of the Services for a period herein specified in the Stop Work Order, not to exceed ninety (90) calendar days after the Stop Work Order is delivered to Contractor, and for such further period to which the parties may agree in writing. Upon receipt of the Stop Work Order, Contractor shall

immediately stop performing the Services covered by the Stop Work Order and take all reasonable steps to minimize the incurring of costs allocated to the portion of the Services covered by such Stop Work Order. Within the period, GoTriangle will deliver to Contractor either (i) a notice that the Stop Work Order is canceled, and authorization for the Services to re-commence or (ii) a notice of termination of the Agreement for convenience or default.

- 7.1.4. Notwithstanding any other provisions to the contrary, including without limitation the provisions of the Agreement relating to compensation, this paragraph shall control with respect to payments upon termination, in lieu of any other provisions set forth. Upon termination of the Agreement for convenience, GoTriangle shall pay for Services performed according to those amounts listed in the provisions of the Agreement relating to compensation, based upon the Services performed by Contractor through the date of termination.

7.2. Termination For Default

- 7.2.1. The Contractor shall be in default if it breaches any of its obligations under this Contract deemed material by the Contracting Officer. In addition to those instances specifically referred to in this Contract, the Contractor shall be in default in the following circumstances:

- a. It fails to begin, or abandons, the work of the Contract in accordance with Contractual requirements;
- b. It fails to deliver the Product or perform the Services within the time specified in the Contract or any extension approved by the Contracting Officer;
- c. It fails to make progress in a manner deemed reasonable by the Contracting Officer so as to endanger performance of the Contract; or
- d. In the view of the Contracting Officer, the Contractor is willfully violating the Contract or is not executing it reasonably and in good faith.

- 7.2.2. In the event of a default or breach, GoTriangle will provide a written notice to the Contractor, specifying the nature of the breach and stating that, the Contractor has ten (10) days (or such additional time as the Contracting Officer authorizes, to cure the breach ("Notice to Cure"). If the Contractor fails to cure the breach in the time specified in the Notice to Cure, GoTriangle may terminate the

Contract, in whole or designated part, for default in accordance with the provisions of this Contract, by a written “Notice of Default” to the Contractor.

- 7.2.3. Upon receipt of a “Notice of Default,” the Contractor shall immediately cease performance of the work so terminated. GoTriangle shall have the right to take any action necessary to complete the work, including performing the work itself, or contracting with another party to do so. In the event the work is completed directly by GoTriangle or by a third party, the Contractor shall be liable for the additional costs and expenses necessary to complete the work, including, without limitation, labor, material costs, development costs, tooling expenses, equipment costs, software costs, and property costs. The Authority may deduct the costs and expenses so charged from any monies otherwise payable to the Contractor. Nothing contained herein shall be deemed to relieve the Contractor of its continuing obligation to perform any portion of the Contract that was not terminated.
- 7.2.4. GoTriangle may, in its sole discretion, waive a default by the Contractor, but such waiver shall not be deemed a waiver of any subsequent default.
- 7.2.5. Upon any termination for default, GoTriangle may require the Contractor to transfer title and deliver to GoTriangle:
 - a. any completed or partially completed Services, Products or other work or deliverables, and
 - b. components (including data and intellectual property) and contract rights that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Authority may have an interest.
- 7.2.6. Upon any termination for default, GoTriangle shall only pay for Products or Services accepted in accordance with this Contract. GoTriangle may also compensate the Contractor for any actions it reasonably takes at the Contracting Officer’s direction, for the protection and preservation of property. GoTriangle may withhold from these amounts, any sum that the Contracting Officer determines to be necessary to protect GoTriangle against loss because of outstanding or claimed liens, or pending or anticipated claims under the Contract.

- 7.2.7. The rights and remedies of GoTriangle in this clause are in addition to any other rights and remedies provided under this Contract, at law, or in equity.

8. Transition Assistance

If the Contract is not renewed at the end of the term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to six (6) months after the expiration or cancellation of the Contract, all reasonable transition assistance requested by GoTriangle, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to GoTriangle or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of the Contract, (notwithstanding the expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. GoTriangle shall pay the Contractor for any resources utilized in performing such transition assistance at the most current Contract rates for Contractor performance. If GoTriangle cancels the Contract for default, then GoTriangle will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages GoTriangle may have otherwise accrued as a result of said cancellation.

9. Indemnification and Hold Harmless

To the fullest extent allowed by law and as applicable to N.C.G.S. Section 22B-1, Contractor hereby assumes the risk of and covenants to indemnify GoTriangle, its directors, trustees, officers, employees, affiliates, stakeholders, and agents (hereinafter referred to as "Indemnitees") against, and hold them harmless from all alleged losses, damages, liabilities, costs, and expenses, including without limitation, reasonable attorneys' fees, (i) Contractor's failure to meet any of its obligations under this Contract, including but not limited to Contractor's obligations to safeguard protected and/or confidential information from security incidents; (ii) arising out of alleged injury to or death of any person, sickness or disease to any person(s), (iii) arising out of alleged damages to any property, real or personal, tangible or intangible, iv) or any alleged economic loss resulting from the alleged negligence or wrongful act or any error or omission by Contractor, its subcontractors, its agents or persons performing Services, or breach by Contractor, its subcontractors, its agents or persons performing Services, of any provision of the Agreement, in the performance of the Services thereunder.

- 9.1. In addition to the indemnity provisions set forth elsewhere in this Agreement and not in limitation thereof, Contractor agrees to indemnify and hold the Indemnitees harmless from any and all alleged claims, losses, judgments, or causes of action by Contractor's employees, independent contractors, or their representatives for personal injury or

death arising out of, during, or from performance of the Services caused by any act or omission of Contractor. This provision is entered into pursuant to North Carolina General Statute Section 97-10.2(e).

- 9.2. Contractor understands and agrees that it is Contractor's responsibility to provide indemnification to GoTriangle pursuant to this Section. Insurance, while anticipated to provide a funding source for indemnification, is in addition to any indemnification requirements. The failure of the Contractor's insurance to fully fund any indemnification shall not relieve the Contractor of any obligation under the indemnification clauses set out within this Agreement.
- 9.3. In performing its duties under this requirement, Contractor shall, at its sole expense, defend GoTriangle with legal counsel reasonably acceptable to GoTriangle. GoTriangle shall nevertheless have the right at its expense to participate in the defense of such Charges. Notwithstanding the foregoing, however, under no circumstances shall Contractor compromise or settle any such Charges without the prior written consent and approval of GoTriangle, after full disclosure by Contractor. Section 10 shall survive expiration or termination of this Agreement.

10. Dispute Resolution

Disputes concerning a question of fact or law arising in the performance of the Agreement, which are not resolved by agreement of the parties to the Agreement, shall be decided in writing by the authorized representative of GoTriangle. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the authorized representative of GoTriangle. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position to GoTriangle.

The decision of the authorized representative of GoTriangle rendered at the conclusion of any such appeal shall be final and conclusive as to questions of fact unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The decision of GoTriangle or its duly authorized representative shall not be final and conclusive as to questions of law. No action challenging such decision shall be brought more than six months from the date of Contractor's receipt of such decision.

- 10.1. If it is determined, on appeal, that GoTriangle's interpretation of the Agreement, direction to Contractor, or any other action required by GoTriangle's decision was an erroneous determination of the rights and obligations of the parties under the Agreement,

Contractor's remedy shall be the same as if such action were a change under Section 4 Changes in the Services above.

- 10.2. Unless otherwise directed by GoTriangle, Contractor shall continue performance under the Agreement while matters in dispute are being resolved. Nothing in this section shall preclude alternative dispute resolution.
- 10.3. By submission of a proposal or offer in response to GoTriangle's solicitation, Contractor agreed to exhaust its administrative remedies under this Section 11 prior to seeking judicial relief of any type in connection with any matter related to the solicitation, the award of any contract, and any dispute under any resulting contract.

11. Permits

Contractor will obtain and pay for all permits, licenses and government fees necessary for the performance of the Services or Products to be provided under the terms and conditions of this Agreement unless otherwise instructed in writing by GoTriangle. Contractor will obtain all required inspections, authorizations and approvals required for the performance of Services.

12. Choice of Law / Forum

This Agreement shall be deemed made in and shall be construed in accordance with the laws of the State of North Carolina. All litigation arising out of the Agreement shall be commenced in courts sitting in Durham County, North Carolina. If an action is instituted in federal court, such action shall be brought in the United States District Court of the Eastern Middle District of North Carolina.

13. Insurance

Contractor shall carry insurance as specified in the contract Attachment C. Contractor shall provide GoTriangle with a valid Certificate of Insurance prior to beginning any work pursuant to the resultant contract.

14. Independent Contractor

- 14.1. The parties acknowledge that Contractor is an independent contractor to GoTriangle. This Agreement is not to be construed as creating or constituting a joint venture, partnership, or agent/principal relationship between GoTriangle and Contractor. Contractor represents that it has, or will secure, at its own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of, shall not be considered servants or agents or, nor have any contractual

relationship with GoTriangle. Contractor, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of GoTriangle by reason of this Agreement. Contractor shall be responsible for all withholding and employer taxes with respect to such personnel to the complete exclusion of GoTriangle.

- 14.2. Contractor agrees to pay, and hereby accepts full and exclusive liability for the payment of, any and all contributions and taxes for Unemployment Compensation or Disability Insurance or Old Age Pension or Annuities now or hereafter imposed by any Federal or state governmental authority which are imposed with respect to or measured by wages, salaries, or other compensation paid by Contractor to persons employed by Contractor; and Contractor further agrees to indemnify and save GoTriangle harmless against any and all such liability or claims therefor.

15. Accuracy of Financial Statements

Contractor agrees that all financial reports, settlements and billings to GoTriangle will properly reflect the facts about all activities and transactions handled for the account of GoTriangle, which data may be relied upon as being complete and accurate in any further recording and reporting made by GoTriangle for whatever purpose.

16. Non-Discrimination

To the extent permitted by North Carolina and federal law, such as Title VI of the Civil Rights Act, section 303 of the Age Discrimination Act of 1975, section 202 of the American with Disabilities Act of 1990, the parties for themselves, their agents, trustees, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

17. Covenant Against Contingent Fees

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established

commercial or selling agencies maintained by Contractor for the purpose of securing business. In the event of a breach or violation of this warranty, GoTriangle shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation set forth in this Agreement, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

18. Delegation and Assignment

Contractor may not delegate the performance of any obligation to a third party unless mutually agreed in writing by Contractor and the third party. And provided further, this Agreement and the obligations hereunder cannot be assigned, subcontracted or delegated by Contractor without the written consent of GoTriangle.

19. Nonwaiver

No failure or waiver or successive failures or waivers on the part of either party, its successors or permitted assigns, in the enforcement of any condition, covenants, or article of this Agreement shall operate as a discharge of any such condition, covenant or article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

20. Merger

This Agreement constitutes the entire agreement of the parties, all prior discussions, representations and agreements being merged herein. The Agreement may not be amended except in writing signed by both parties to the Agreement. The captions in this Agreement are for convenience only and shall not affect the substantive meaning of any provision herein.

21. Reference

Contractor shall obtain permission from GoTriangle prior to use of GoTriangle's name as a reference, or in any of its promotional or reference material.

22. Contractor's Personnel

GoTriangle reserves the right to request removal of any Contractor employee assigned to a project when, in the opinion of GoTriangle, the individual performance is unsatisfactory.

23. Certification on Israel Boycott

Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

24. Notices

All official notices and communications under this Contract shall be in writing and shall be deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or (ii) at the date of actual receipt if mailed by United States mail, postage prepaid, return receipt requested. Notices and other communications shall be directed to the parties at the addresses listed below:

24.1. Contractor:

24.2. GoTriangle:

GoTriangle
President and CEO
PO Box 13787 (mail)
Research Triangle Park, NC 27709

With copy to:

GoTriangle
General Counsel
PO Box 13787 (mail)
Research Triangle Park, NC 27709

Telephonic, email, and facsimile communications with GoTriangle may be used to expedite discussions; however, none shall be deemed official communications under this Agreement unless and until they are confirmed in writing in accordance with the requirements of this Section.

25. No Third-Party Rights

Except as expressly set forth herein, the representations, warranties, terms and provisions of this Contract are for the exclusive benefit of the parties hereto and no other person or entity shall have any right or claim against either party by reason of any of these terms and provisions or be entitled to enforce any of these terms and provisions against either party.

26. Severability

If any part, term or provision of this Contract is judicially determined to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular part, term or provision held to be invalid or illegal.

27. Survivorship

Any and all provisions, promises and warranties contained herein which by their nature or effect are required or intended to be observed, kept or performed after termination of this Contract will survive the termination of this Contract and remain binding upon and for the benefit of the parties hereto.

28. Attachments

Any attachment or exhibit to this Contract will be incorporated into and made a part of this Contract. In the event of a conflict between the provisions contained in the body of this Contract and any attachment or exhibit, the terms in the body of this Agreement will control.

29. Separate Counterparts

This Contractor may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one of the same instrument.

30. Iran Divestment Act

Pursuant to N.C.G.S. § 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq. requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Divestment Act. 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 up dated every 180 Days.

30.1. By execution of this Contract, Contractor certifies that neither he nor his agents, contractors, consultants, or subconsultants/contractors (i) are on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; (ii) shall not utilize on any contract with the State agency any subcontractor that

is identified on the Final Divestment List; and (iii) that the undersigned are authorized by the parties to make this Certification.

30.2. During the term of this Contract, should Contractor receive information that a person is in violation of the Act as stated above, GoTriangle will offer the person an opportunity to respond and GoTriangle will take action as appropriate and provided for by law, rule, or contract. Should this Act be voided by NC General Statute, this Contract will remain valid; however this certification will no longer be required.

31. E-Verify

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Failure of the Contractor to comply with this provision or failure of his sub-contractors to comply could render this order void under North Carolina Law.

32. Debarment Policy

It is the policy of GoTriangle not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, both parties certify that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this transaction.

33. Force Majeure

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of unforeseen events or circumstances that are beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, epidemics, pandemics, embargoes, or other catastrophic natural event or act of God.

34. Operational Continuity

Operational Continuity Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under Section 19. Assignment and Delegation, that expressly recognizes the event.

35. Acceptance Process

- 35.1. GoTriangle shall have the obligation to notify Vendor, in writing ten (10) calendar days following provision, performance (under a provided milestone or otherwise as agreed) or delivery of any Services or other Deliverables described in the Contractor that are not acceptable.
- 35.2. Acceptance testing is required for all Contractor supplied software and software or platform services unless provided otherwise in the solicitation documents or a Statement of Work. GoTriangle may define such processes and procedures as may be necessary or proper, in its opinion and discretion, to ensure compliance with the GoTriangle's specifications, and Contractor's Product Warranties and technical representations. GoTriangle shall have the obligation to notify Contractor in writing and within thirty (30) days following installation of any software deliverable if it is not acceptable.
- 35.3. Acceptance of Services or other Deliverables including software or platform services may be controlled by an amendment hereto, or additional terms as agreed by the Parties.
- 35.4. The notice of non-acceptance shall specify in reasonable detail the reason(s) a Service or given Deliverable is unacceptable. Acceptance by GoTriangle shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverables. Final acceptance is expressly conditioned upon completion of any applicable inspection and testing procedures. Should a Service or Deliverable fail to meet any specifications or acceptance criteria, GoTriangle may exercise any and all rights hereunder. Services or Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects or errors contained in the Services or Deliverables or non-compliance with the specifications were not reasonably ascertainable upon initial inspection. If the Vendor fails to promptly cure or correct the defect or replace or re-perform the Services or Deliverables, GoTriangle reserves the right to cancel the Purchase Order, contract with a different Vendor, and to invoice the original Contractor for any differential in price over the original Contract price.

36. Patent, Copyright and Trade Secret Protection

- 36.1. The Contractor has created, acquired or otherwise has rights in, and may, in connection with the performance of Services for GoTriangle, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general-purpose consulting and software

tools, utilities and routines (collectively, the "Contractor technology"). To the extent that any Contractor technology is contained in any of the Services or Deliverables including any derivative works, the Contractor hereby grants GoTriangle a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Contractor technology in connection with the Services or Deliverables for GoTriangle's purposes.

- 36.2. Contractor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by GoTriangle to Contractor. GoTriangle hereby grants Contractor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license for Contractor's internal use to non-confidential deliverables first originated and prepared by the Contractor for delivery to GoTriangle.
- 36.3. The Contractor shall indemnify GoTriangle and its trustees, stakeholders, officers, directors, agents and employees against alleged liability, including costs, for alleged infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. § 181) arising out of the manufacture or delivery of software, the performance of services under this Contract. The Contractor shall indemnify GoTriangle and its trustees, stakeholders, officers, directors, agents and employees against alleged liability, including costs, for alleged infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. § 181) arising out of the manufacture or delivery of software, the performance of services under this Contract. If the Contractor is not the original equipment manufacturer for manufactured software purchased under this Contract, it will ensure that the patent holder provides indemnity to GoTriangle under this clause. This indemnification shall not apply unless the Contractor is informed as soon as practicable by GoTriangle of the suit or action alleging such infringement and is given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof.
- 36.4. The Contractor, at its own expense, shall defend any action brought against GoTriangle to the extent that such action is based upon a claim that the Services or other Deliverables supplied by the Contractor, or the operation of such pursuant to a current version of Contractor-supplied software, infringes a patent, or copyright or violates a trade secret in the United States. The Contractor shall pay those costs and damages

finally awarded against GoTriangle in any such action. Such defense and payment shall be conditioned on the following:

- 36.4.1. That the Contractor shall be notified within 120 days of GoTriangle's knowledge of any such claim in writing by GoTriangle ; and,
 - 36.4.2. That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that GoTriangle shall have the option to participate in such action at its own expense.
- 36.5. Should any Services or other Deliverables supplied by Contractor, or the operation thereof become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a patent, copyright, or a trade secret in the United States, GoTriangle shall permit the Contractor, at its sole option and expense, either to procure for GoTriangle the right to continue using the Services or Deliverables, or to replace or modify the same to become non-infringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such Services or Deliverables by GoTriangle shall be prevented by injunction, the Contractor agrees to take back any goods/hardware or software, and refund any sums GoTriangle has paid Contractor and make every reasonable effort to assist GoTriangle in procuring substitute Services or Deliverables. If, in the sole opinion of GoTriangle, the return of such infringing Services or Deliverables makes the retention of other Services or Deliverables acquired from the Contractor under the agreement impractical, GoTriangle shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back Services or Deliverables and refund any sums GoTriangle has paid Contractor .
- 36.6. Contractor will not be required to defend or indemnify GoTriangle if any claim by a third party against GoTriangle for infringement or misappropriation results from GoTriangle's alteration of any Contractor-branded Service or Deliverable.
- 36.7. Nothing stated herein, however, shall affect Contractor's ownership in or rights to its preexisting intellectual property and proprietary rights.

37. Service Organization Report Requirement

Based upon the products and/or services to be provided under this Standard Agreement with GoTriangle, Contractor has been preliminarily identified as a “Service Organization.” As such, Contractor agrees to obtain annual Statement of Standards on Attestation Engagements No. 18 (SSAE 18) Service Organization Control (SOC) 2 – Type 2 reports for the duration of this contract.

The SOC 2 – Type 2 reports must address the trust service categories of Security, Availability, Processing Integrity, and Confidentiality for the products or services contracted hereunder.

Contractor agrees to provide these reports annually to GoTriangle. Should any such SOC report not cover the contract period, Contractor shall obtain and provide a bridge letter from Contractor’s Service Auditor (the firm preparing the SOC report) to cover the additional time period.

All such reports and related bridge letters shall be sent via secure email transmission GoTriangle’s Chief Information Officer, Provider’s SOC reports and bridge letters may be used by GoTriangle to ensure adequate controls are in place around GoTriangle’s data.

38. Data Security

38.1. All materials, including software, Data, information and documentation provided by GoTriangle to the Contractor (“GoTriangle Data”) during the performance or provision of Services hereunder are the property of GoTriangle of North Carolina and must be kept secure and returned to GoTriangle. The Contractor shall protect Agency Data in its hands from unauthorized disclosure, loss, damage, destruction by natural event, or other eventuality. Proprietary Contractor materials shall be identified to GoTriangle by the Contractor prior to use or provision of Services hereunder and shall remain the property of the Contractor. Derivative works of any Contractor proprietary materials prepared or created during the performance or provision of Services hereunder shall be provided to GoTriangle as part of the Services. The Contractor shall not access GoTriangle User accounts, or Agency Data, except (i) during data center operations; (ii) in response to service or technical issues; (iii) as required by the express terms of this contract; or (iv) at GoTriangle’s written request. The Contractor shall protect the confidentiality of all information, Data, instruments, studies, reports, records and other materials provided to it by GoTriangle or maintained or created in accordance with this Agreement. No such information, Data, instruments, studies, reports, records and other materials in the possession of Contractor shall be disclosed in any form without the prior written consent of GoTriangle.

- 38.2. The Contractor will have written policies governing access to and duplication and dissemination of all such information, Data, instruments, studies, reports, records and other materials. Documents shall be made available to GoTriangle within 48 hours upon request.
- 38.3. Protection of personal privacy and sensitive data. The Contractor acknowledges its responsibility for securing all personally identifiable information data that is collected by GoTriangle and stored in any Contractor site or other Contractor housing systems including, but not limited to, computer systems, networks, servers, or databases, maintained by Contractor or its agents or subcontractors in connection with the provision of the Services. The Contractor warrants, at its sole cost and expense, that it shall implement processes and maintain the security of data classified as restricted or highly restricted; provide reasonable care and efforts to detect fraudulent activity involving the data; and promptly notify GoTriangle of any breaches of security within twenty-four (24) hours of confirmation. "Personally identifiable information" refers to information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.
- 38.4. The Contractor shall provide and maintain secure backup of GoTriangle Data. The Contractor shall implement and maintain secure passwords for its online system providing the Services, as well as all appropriate administrative, physical, technical and procedural safeguards at all times during the term of this Contract to secure such Data from Data Breach, protect the Data and the Services from loss, corruption, unauthorized disclosure, and the introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt GoTriangle's access to its Data and the Services. The Contractor shall allow periodic back-up of GoTriangle data to GoTriangle's infrastructure as GoTriangle requires or as may be provided by law.
- 38.5. The Offeror shall certify to GoTriangle:
- 38.5.1. The sufficiency of its security standards, tools, technologies and procedures in providing Services under this Contract;
- 38.5.2. That the system used to provide the Services under this Contract has and will maintain a valid third-party security certification not to exceed one (1) year and is consistent with the data classification level and security controls appropriate for low or moderate information system(s) per the National Institute of Standards and Technology NIST 800-53 revision 4. GoTriangle

reserves the right to independently evaluate, audit, and verify such requirements.

38.5.3. That the Services will comply with the following:

- a) Any DIT security policy regarding Cloud Computing, and the DIT Statewide Information Security Policy Manual; to include encryption requirements as defined below:
 - i. The Contractor shall encrypt all non-public data in transit regardless of the transit mechanism.
 - ii. For engagements where the Contractor stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. Examples include, but are not limited to, social security number, date of birth, driver's license number, financial data, federal/state tax information, medical information, personnel records, and passwords. The Contractor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2, Security Requirements. The key location and other key management details will be discussed and negotiated by both parties. When the Service Provider cannot offer encryption at rest, it must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach. Additionally, where encryption of data at rest is not possible, the Vendor must describe existing security measures that provide a similar level of protection;
- b) Privacy provisions of the Federal Privacy Act of 1974;
- c) The North Carolina Identity Theft Protection Act, N.C.G.S. Chapter 75, Article 2A (e.g., N.C.G.S. § 75-65 and -66);
- d) The North Carolina Public Records Act, N.C.G.S. Chapter 132; and
- e) Applicable Federal, State and industry standards and guidelines including, but not limited to, relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCIDSS Cloud Computing Guidelines, Criminal Justice Information, The Family

Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA).

- 38.6. Breach Notification. In the event the Vendor becomes aware of any Security Breach due to Vendor acts or omissions other than in accordance with the terms of the Contract, the Vendor shall, at its own expense, (1) immediately notify GoTriangle's Chief Information Officer of such Security Breach and perform a root cause analysis thereon; (2) investigate such Security Breach; (3) provide a remediation plan, acceptable to GoTriangle, to address the Security Breach and prevent any further incidents; (4) conduct a forensic investigation to determine what systems, data and information have been affected by such event; and (5) cooperate with GoTriangle, and any law enforcement or regulatory officials, credit reporting companies, and credit card associations investigating such Security Breach. GoTriangle shall make the final decision on notifying persons, entities, employees, customers, service providers and/or the public of such Security Breach, and the implementation of the remediation plan. If a notification to a person is required under any Law, then notifications to all persons and entities who are affected by the same event (as reasonably determined by GoTriangle) shall be considered legally required.
- 38.7. Notification Related Costs. Contractor shall reimburse GoTriangle for all Notification Related Costs incurred by GoTriangle arising out of or in connection with any such Security Breach due to Contractor's acts or omissions other than in accordance with the terms of the Contract resulting in a requirement for legally required notifications. "Notification Related Costs" shall include GoTriangle internal and external costs associated with addressing and responding to the Security Breach including, but not limited to, (1) preparation and mailing or other transmission of legally required notifications; (2) preparation and mailing or other transmission of such other communications to employees, customers, agents or others as GoTriangle deems reasonably appropriate; (3) establishment of a call center or other communications procedures in response to such Security Breach (e.g., customer service FAQs, talking points and training); (4) public relations and other similar crisis management services; (5) legal and accounting fees and expenses associated with GoTriangle's investigation of and response to such event; and (6) costs for credit reporting services that are associated with legally required notifications or are advisable, in GoTriangle's opinion, under the circumstances. If Contractor becomes aware of any Security Breach which is not due to Contractor's acts or omissions other than in accordance with the terms of the Contract, the Contractor shall immediately notify GoTriangle of such Security Breach, and the parties shall reasonably cooperate regarding which of the foregoing or

other activities may be appropriate under the circumstances, including any applicable Charges for the same.

- 38.8. Contractor shall allow GoTriangle reasonable access to Services security logs, latency statistics, and other related Services security data that affect this Contract and GoTriangle's Data, at no cost to GoTriangle.
- 38.9. In the course of normal operations, it may become necessary for Contractor to copy or move GoTriangle's Data to another storage destination on its online system, and delete the Data found in the original location. In any such event, Contractor shall preserve and maintain the content and integrity of the Data, except by prior written notice to, and prior written approval by, GoTriangle.
- 38.10. Remote access to Data from outside the continental United States including, without limitation, remote access to Data by authorized Services support staff in identified support centers, is prohibited unless approved in advance by GoTriangle's Chief Information Officer.
- 38.11. In the event of disaster or catastrophic failure that results in significant Agency Data loss or extended loss of access to Data or Services, Contractor shall notify GoTriangle by the fastest means available and in writing, with additional notification provided to GoTriangle's Chief Information Officer or designee of the contracting agency. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform GoTriangle of:
 - 38.11.1. The scale and quantity of the Agency Data loss;
 - 38.11.2. What Contractor has done or will do to recover the Agency Data from backups and mitigate any deleterious effect of the Agency Data and Services loss; and
 - 38.11.3. What corrective action Contractor has taken or will take to prevent future Agency Data and Services loss.
 - 38.11.4. If Contractor fails to respond immediately and remedy the failure, GoTriangle may exercise its options for assessing damages or other remedies under this Contract, which costs shall be borne by the Contractor.

- 38.12. Contractor shall investigate the disaster or catastrophic failure and shall share the report of the investigation with GoTriangle. GoTriangle and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with GoTriangle, its agents and law enforcement.
- 38.13. In the event of termination of this contract, cessation of business by Contractor or other event preventing Contractor from continuing to provide the Services, Contractor shall not withhold the GoTriangle Data or any other GoTriangle confidential information or refuse, for any reason, to promptly return to GoTriangle the Agency Data and any other GoTriangle confidential information (including copies thereof) if requested to do so on such media as reasonably requested by GoTriangle, even if GoTriangle is then or is alleged to be in breach of the Contract. As a part of Contractor's obligation to provide the GoTriangle Data, Contractor will also provide GoTriangle any data maps, documentation, software, or other materials necessary, including, without limitation, handwritten notes, materials, working papers or documentation, for GoTriangle to use, translate, interpret, extract and convert the GoTriangle Data.
- 38.14. Secure Data Disposal. When requested by GoTriangle, Contractor shall destroy all requested data in all of its forms (e.g., disk, CD/DVD, backup tape, and paper). GoTriangle's Data shall be permanently deleted and shall not be recoverable.

Instructions to Offerors

Research Triangle Regional Transportation Authority D/B/A GoTriangle ("GoTriangle") invites qualified and experienced firms to submit Proposals for consideration to contract with GoTriangle to provide an ERP Assessment Services.

All inquiries related to the Solicitation must be submitted to the Procurement Officer at ASostaric@gotriangle.org, no later than seven (7) days before the offer due date and time. Offerors are prohibited from contacting any GoTriangle employee other than the Procurement Officer concerning this procurement while the solicitation and evaluation are in process. The inquiries shall reference the solicitation page, section and paragraph number. GoTriangle will provide answers and clarifications by issuing an addendum to the solicitation.

An offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or email reply to an inquiry does not constitute a modification of the solicitation. Only a solicitation addendum issued by the procurement officer and posted on at the GoTriangle's website can modify the Solicitation. It is the responsibility of the offeror to periodically check GoTriangle's website for addendums.

1. Proposal Submittal

Prospective Offerors shall submit proposals **by email** to ASostaric@gotriangle.org, no later than **September 4, 2025, 12:00 PM local NC time**. No other format will be accepted.

The email Subject line shall be as follows:

Offeror's Company Name - PROPOSAL - RFP No. 26-005 ERP Assessment

The maximum size for an incoming email at GoTriangle is 36 MB. If Offerors' proposal exceeds 36MB, the Offeror may submit the proposal documents in multiple emails, as long as: i) all emails that comprise the proposal are received by GoTriangle no later than the indicated due date and time, ii) the emails are marked X of Y (1of3, 2of3, 3of3 etc.).

It is the sole responsibility of the Offeror to ensure that the electronic files submitted are compatible with Microsoft Office and/or Adobe Acrobat, free of viruses and other malware. Proposal submissions shall not be locked, encrypted, or otherwise contain barriers to opening.

Offerors shall provide one (1) proposal for this solicitation. Offerors are strongly encouraged to submit their proposals in a timely manner. **Proposals received after the time and date specified will be rejected 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, if any, a minimum of five (5) days prior to the date for receipt of proposals.

2. Anticipated Procurement Schedule

- 2.1. The times indicated in the schedule reflect North Carolina's local time.
- 2.2. GoTriangle reserves the right to modify the procurement schedule set forth above as circumstances may warrant.

Action Item	Responsible Party	Date and Time
RFP Issue Date	GoTriangle	7/29/25
Written Inquires Due Date and Time	Prospective Offerors	8/12/25 3:00 PM EST
Exceptions to the Terms and Conditions	Prospective Offerors	8/12/25 3:00 PM EST
Final Addendum Issued, as applicable	GoTriangle	08/28/25
Proposal Due Date and Time	Offerors	09/04/25 12:00 PM EST
Proposal Evaluation	GoTriangle	09/04/25 - 09/25/25
Product Demonstration, as applicable	Qualified Offerors	
Negotiations, as applicable	GoTriangle, Qualified Offerors	
BAFO Due Date and Time, as applicable	Selected Offerors	
Notice of Intent to Award	GoTriangle	09/25/25
Contract Award	GoTriangle	10/10/25

3. Contents of Submittal

The proposal information shall be presented in a clear, comprehensive, and concise manner and in the prescribed format. In order for GoTriangle to adequately compare and evaluate qualifications objectively, proposals shall be submitted in accordance with the following format in terms of order. The proposals shall be prepared simply and economically, providing straightforward and concise information. Materials other than those specifically requested at

each stage of the selection process will not be considered and shall not be submitted at any time during the selection process. Proposals shall be submitted to GoTriangle on the most favorable of terms possible from the standpoint of cost, quality and technical capability.

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

3.1. Cover Sheet (NTE 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.

3.2. Table of Contents

3.3. A Concise Letter of Interest (NTE 2 pages)

- 3.3.1. The name and address of the Offeror and the state in which it is incorporated and chiefly located;
- 3.3.2. A brief description of the Offeror and its team, and its interest in performing the required professional services;
- 3.3.3. The name, address, telephone and e-mail address of one designated contact for the Offeror;
- 3.3.4. Acknowledgment of all addenda to the RFP document (each addendum must be identified individually); and
- 3.3.5. Signature of a duly authorized official of the Offeror.

3.4. Statement re: Judgments and Litigation (no page limit)

- 3.4.1. A statement listing any judgments against the Offeror within the last five (5) years, and any pending litigation related to professional conduct or services.
- 3.4.2. Full disclosure of any Public Sector contracts terminated for cause or convenience in the past five (5) years; and,
- 3.4.3. Full disclosure of any criminal or civil offense.

3.5. Prospective Contractor Responsibility Statement (NTE 3 pages)

To be deemed responsible, the Offeror shall provide a brief narrative that addresses how it meets each of the above responsibility criteria.

- 3.5.1. Have adequate financial resources to perform the contract,

- 3.5.2. Be able to comply with delivery or performance schedules, taking into consideration all existing commercial and governmental business commitments;
- 3.5.3. Have a satisfactory performance record, integrity and business ethics;
- 3.5.4. Have the necessary organization, accounting and operational controls, and technical skills;
- 3.5.5. Have the necessary equipment and facilities;
- 3.5.6. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

3.6. Method of Approach (NTE 20 pages)

The Offeror shall describe:

- 3.6.1. The proposed approach and methodology for evaluating the existing Dynamics 365 environment, including frameworks and specific tools they would use;
- 3.6.2. Their approach to assessing individual module use and configuration;
- 3.6.3. How the current business processes will be documented and analyzed;
- 3.6.4. How the functional usage of each module will be reviewed, including configuration, underutilized features, and data quality;
- 3.6.5. Explain how system architecture, integrations, customizations, licensing, and system performance will be evaluated;
- 3.6.6. How compliance with policies, financial controls, and grant requirements will be assessed;
- 3.6.7. Strategy for gathering process data and description of how stakeholder input will be incorporated.
- 3.6.8. Provide a samples or outline of the:
 - 3.6.8.1. ERP Current State Assessment Report,
 - 3.6.8.2. Phased optimization implementaion plan to include upgrades, reconfigurations, high level architecture diagrams or ehample dashboards, integrations, change management and training;

- 3.6.8.3. Phased implementation plan to include business requirements for a replacement ERP solution, including scalability, functionality, integrations, user experience, staffing requirements, transition risks, data migration, change management and training.
- 3.6.9. A visual representation of the proposed project timeline, such as a Gantt-style chart, for Tasks I through IV.
- 3.6.10. Proposed approach and timeline for the Task V: Optional Services – Implement Optimization Roadmap.
- 3.6.11. Proposed approach and timeline for the Task VI: Optional Services – Implement Optimization Roadmap.
- 3.7. **Offeror's Experience** (NTE 5 pages)
 - 3.7.1. The Offeror's past performance on similar projects will be evaluated to assess their ability to successfully meet contract requirements. Evaluation factors will include the quality and timeliness of deliverables, effectiveness of communication with contracting parties, proactive management practices, and overall customer satisfaction.
 - 3.7.2. GoTriangle reserves the right to determine the sources of past performance information used in the evaluation process. This information may come from references provided by the Offeror, GoTriangle's own experience with the Offeror, other government agencies, commercial entities, or any other relevant sources.
 - 3.7.3. Offerors shall provide the following past performance information:
 - 3.7.3.1. A description of its previous experience performing work that is similar in nature, size, and complexity to the services outlined in this RFP. For each project referenced, the Offeror should clearly specify the scope of work, the similarities to the current requirement, and the Offeror's specific level of responsibility.
 - 3.7.3.2. A list of three (3) projects similar in scope, magnitude and complexity to the Scope of Work described in this RFP that the Offeror has undertaken within the last five (5) years. The list shall include:
 - Name of client;
 - Contract Title; and
 - Contract amount.

3.8. **Staffing Plan and Key Personnel** (NTE 5 pages)

The Offeror shall provide:

- 3.8.1. A comprehensive staffing plan that demonstrates how it supports and aligns with the Offeror's overall management approach and other relevant elements of the proposal. The plan should clearly explain how the Offeror has identified the critical skills and competencies required to successfully perform the work, as well as the strategy for recruiting and assigning personnel with these essential qualifications.
- 3.8.2. Organizational Chart that illustrates the proposed team structure, key personnel, reporting relationships, and the roles and responsibilities of each individual assigned to GoTriangle. Each team member's specific tasks and areas of responsibility should be clearly outlined.
 - 3.8.2.1. A Responsible, Accountable, Consulted, and Informed (RACI) Chart (separate from the section's 5 page limit) will be considered a plus.
 - 3.8.2.2. For each individual proposed, identify their employment status;
- 3.8.3. Resumes (NTE 2 pages per person, separate from the section's 5 page limit) of the proposed Project Manager and other Key Personnel who will be responsible for the performance of the work. The resumes should not be counted towards the page limit for the section 3.7.

3.9. **Cost Proposal**

The Offerors shall provide pricing in the **Attachment B**, the **Cost Proposal**.

4. **Questions and Clarifications**

- 4.1. All inquiries related to the Solicitation must be submitted to the Procurement Officer at ASostaric@gotriangle.org, no later than seven (7) days before the offer due date and time. Offerors are prohibited from contacting any GoTriangle employee other than the Procurement Officer at ASostaric@gotriangle.org, concerning this procurement while the solicitation and evaluation are in process. The inquiries shall reference the solicitation page, section and paragraph number. GoTriangle will provide answers and clarifications by issuing an addendum to the solicitation.
- 4.2. An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or email reply to an inquiry does not constitute a modification of the solicitation. Only a solicitation addendum issued by the procurement officer and posted on at the GoTriangle's website can modify the Solicitation. It is the responsibility of the offeror to periodically check GoTriangle's website for addendums.

5. Exceptions to Terms and Conditions

- 5.1. The solicitation terms and conditions provided herein shall become a part of any contract issued as a result of this solicitation. Any exceptions to the terms and conditions shall be requested in advance of the proposal due date. The successful firm will not be allowed to make any changes or modifications unless the exceptions were requested in writing as specified herein, and approved in writing by GoTriangle.
- 5.2. If requesting any exceptions, the Offeror shall complete the **Attachment J-1 Exception Form**, and submit to GoTriangle in an electronic format to the following email address: ASostaric@gotriangle.org, **no later than 8/12/25 3:00PM**.
- 5.3. Any exceptions requested after the specified deadline, or listed elsewhere in the document, including Offeror's preprinted standard terms will be void in that Offer and without force or effect in any resulting contract.
- 5.4. GoTriangle will review the request and make an attempt to provide a written response to the Offeror prior to the solicitation due date and time.

6. Addenda

- 6.1. 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>.
- 6.2. If a valid e-mail address is provided upon download of the RFP document. GoTriangle may notify the Offerors of an addenda, however it is the responsibility of the offeror to periodically check GoTriangle's website for addendas.
- 6.3. 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.
- 6.4. A revised due date for proposals (if applicable) will be stated in each addendum.

7. Pre-Offer Conference

No Pre-Offer Conference will be conducted for this solicitation.

8. Selection Procedures

- 8.1. Proposals will first be reviewed for completeness of the components specified in the Section 3 of this RFP document. The absence of any required information will result in exclusion from further analysis.
- 8.2. GoTriangle will make the award to the responsive and responsible Contractor whose proposal is most advantageous to the GoTriangle and offer the “Best Value”.
- 8.3. GoTriangle may waive any irregularities in any Proposal that does not prejudice other Contractors. GoTriangle further reserves the right to negotiate with any source whatsoever. A Contract may be negotiated with the Contractor whose proposal is considered by GoTriangle in its sole discretion to be most advantageous to GoTriangle.
- 8.4. No Contractor shall have any cause of action against GoTriangle arising out of the methods by which Proposals are evaluated. The selection of the successful Contractor shall be at the sole discretion of GoTriangle.
- 8.5. A Contractor's signed response to this RFP on the Attachment A, Offeror Form signifies its acceptance of the obligations and rights specified herein. Submission of a Proposal indicates acceptance by the Contractor of the conditions contained in this RFP unless clearly and specifically noted in the Contractor's submittal and confirmed in the Contract between GoTriangle and the selected Contractor.
- 8.6. GoTriangle reserves the right to reject any and all proposals.

9. Evaluation

- 9.1. The following criteria listed in order of importance will be used in evaluating the Proposals:

No.	Criteria
1	Method of Approach and Timeline
2	Experience and Key Personnel
3	Cost Proposal

- 9.2. The Evaluation Committee, comprised of GoTriangle stakeholders, will review all offers. All offers will be initially classified as being responsive or non-responsive. If an offer is found non-responsive, it will not be considered further. All responsive offers will be evaluated based on stated evaluation criteria.

- 9.3. The Evaluation Committee may invite the highest ranked Offerors to conduct Oral Presentations and Product Demonstrations. GoTriangle will provide the date, time, location and agenda to the qualified Offerors with a minimum of five (5) business days' notice.
- 9.4. GoTriangle may request Best and Final Offers (BAFOs) from the Offerors in a competitive range. Failure to submit a BAFO by the due date and time shall disqualify the non-responsive Offerors from further consideration.
- 9.5. The Evaluation Committee will evaluate BAFO(s), oral presentations and product demonstrations as part of the Offerors' respective proposals to determine the final rankings. Approval and award of the contract will be made by the GoTriangle Board of Trustees.
- 9.6. GoTriangle will not compensate or reimburse Offerors for any costs incurred as a result of this selection process and subsequent contract negotiations.

10. Public Records and Proprietary Information

Documents received by GoTriangle in response to a solicitation are public records and subject to public inspection and copying. Some bid records are public as soon as received by GoTriangle, others become public at bid opening and others at bid award.

- 10.1. The North Carolina Public Records Act (N.C.G.S.) [§132-1](#) et.seq; authorizes GoTriangle to withhold from public inspection and copying legitimate and properly marked "trade secret" if the record meets all of the following conditions:
 - 10.1.1. It is a "trade secret" as defined in [§66-152\(3\)](#); and
 - 10.1.2. It is the property of a private "person" as defined in [§66-152\(2\)](#); and
 - 10.1.3. It is disclosed or furnished to GoTriangle in connection with a bid or proposal; and
 - 10.1.4. It is marked as "confidential" or as a "trade secret" at the time of its initial disclosure to GoTriangle.
- 10.2. If an Offeror submits to GoTriangle a proposal where any record, or portion of a record, constitutes a trade secret as defined in [§66-152\(3\)](#) , the Offeror should clearly mark the particular record, or portion of the record, that meets the statutory definition as TRADE SECRET or CONFIDENTIAL TRADE SECRET. In the event GoTriangle receives a public records request for material properly designated as a "trade secret," GoTriangle will notify the Offeror of the request and allow the Offeror a 7-day period to respond in writing and provide written justification that the specific record is entitled to be withheld under [§132-1.2](#). GoTriangle will require that the Offeror indemnify GoTriangle in the event a challenge is brought for the withholding of a record based on the "trade secret" exception to the Public Records Act.

11. Contractual Relationships

- 11.1. 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 firm or legal entity, which shall not be a subsidiary or affiliate with limited resources. Offeror's proposal must clearly indicate the firm or entity responsible for Contract execution (Attachment A).
- 11.2. Subcontracting is not allowed under this contract.

12. Disadvantage Business Enterprise (DBE) Participation

- 12.1. 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.
- 12.2. 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 contractors in the purchasing of goods and the provision of services. Proposers are encouraged to utilize minority, handicapped and women-owned businesses to the extent possible when assembling its team.
- 12.3. Any questions related to the GoTriangle's DBE Program shall be directed to Ms. Jamila Ormond, Director of Equal Opportunity and Compliance at jormond@gotriangle.org.

13. Modification and Withdrawal of Proposals

- 13.1. Offeror may without prejudice, modify or withdraw its proposal by written request provided that such request is received by GoTriangle not later than 24 hours prior to the time and date that proposals are due.
- 13.2. GoTriangle reserves the right to include as contractual obligations any additional requirements that arise or result from contract negotiations between GoTriangle and the successful Proposer.

14. Proposal Rejection / Reserved Rights

- 14.1. 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.

- 14.2. Execution of a contract pursuant to this procurement is expressly dependent upon appropriation by the GoTriangle Board of Trustees of necessary funding and upon Offeror's signature of the pro forma contract with GoTriangle.

15. News Releases

Proposers shall not make news releases pertaining to this RFP, or the project to which it relates, without prior GoTriangle approval.

16. Identifying Conflicts of Interest

16.1. Duty to Disclose Potential Conflicts of Interests

- 16.1.1. If a Proposer believes that there are no conflicts of interest, the Proposer 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 Proposer must obtain the same information from potential subconsultants prior to award of a subcontract and submit the information to GoTriangle.
- 16.1.2. 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 Proposer for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Consultant discovers a conflict of interest an immediate and full disclosure shall be made in writing to GoTriangle's General Counsel.

16.2. Identifying and Remediating the Potential for Bias

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

16.3. 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.

17. Protest Procedures

17.1. Protests Received Prior to Receipt of Proposals

Protests concerning the procedures of this solicitation must be submitted in writing to the GoTriangle's President & CEO no later than five (5) business days prior to the date set for the receipt of Proposals. Upon receipt of a protest, the President & CEO may, at their

discretion, extend or postpone the deadline for receipt of Proposals. The President & CEO will answer the protest in writing not later than three (3) business days prior to the deadline date for receipt of Proposals.

17.2. Selection Protests

The Evaluation Committee recommendation will be based on the highest ranked Offeror whose proposal was determined to be most beneficial for GoTriangle. Following the announcement of the award recommendation and the Intent to Award, any Offeror may file a protest regarding the recommendation. The protest must be in writing and must be received by the GoTriangle General Manager not later than five (5) working days. GoTriangle will consider all protests regarding the recommended Proposer prior to executing the contract.

17.3. Filing Procedures

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

- Include the name and address of the protester.
- Identify the procurement.
- 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.
- Indicate the ruling or relief desired from GoTriangle.

Protests shall be filed with the GoTriangle President & CEO, via personal delivery or courier to 4600 Emperor Boulevard, Suite 100, Durham, NC 27703. The President & CEO will respond 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.

17.4. Protests Referred to the FTA

The FTA will only entertain a protest that alleges GoTriangle failed to follow the above protest procedures. Any such protest must be filed in accordance with FTA Circular 4220.1F.

17.5. 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.

Attachments



Attachment A Offeror Form

Solicitation No.
26-005

Offeror's Legal Name

Address (street, city, state) ☐ Main Office ☐ Branch Office ☐ Other: _____

Principal to Contact/Title

Email

Telephone

Corporate Structure: ☐ Sole Proprietorship ☐ Corporation ☐ Partnership ☐ Limited Liability Company
☐ Parent Company ☐ Joint Venture ☐ Other (specify): _____

State of Incorporation

Year Established

State of North Carolina Registration No.

Federal Tax Identification No.

By signing this Form, the Offeror acknowledges the solicitation addenda(s) number: _____

CERTIFICATION

The undersigned Offeror certifies that, to the best of his/her knowledge, the information presented in this solicitation is a statement of facts and that the firm has the financial capability to perform the work being applied for. The undersigned 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.

Signature

Date

Print Name

Title



Attachment B
Cost Proposal

Solicitation No.
26-005

Uploaded as a separate Excel document.



Attachment C

Minimum Insurance Requirements

Solicitation No.

26-005

1. Definitions

- 1.1. "Contractor" as used in this Exhibit shall mean: _____
- 1.2. "GoTriangle" as used in this Exhibit shall mean the Research Triangle Regional Public Transportation Authority dba GoTriangle.
- 1.3. "Contract" as used in this Exhibit shall mean the agreement or contract to which this Exhibit is attached.

2. General Terms. Contractor shall secure and maintain at its own expense each type of insurance, with the applicable minimum coverage limits, as specified in this Exhibit. Contractor shall secure the required insurance policies prior to performing any work, activity, or service under this Contract. Contractor shall maintain such policies throughout the term of this Contract, unless a longer period is required pursuant to the provisions herein. Any insurance carried by Contractor is primary insurance and shall not be considered contributory with any insurance carried by GoTriangle. In the event that any portion of Contractor's obligations under this Contract are subcontracted by Contractor, then Contractor shall require each subcontractor to secure and maintain insurance satisfying the requirements of this Exhibit, or in the alternative, Contractor may secure and maintain the insurance on the subcontractor's behalf. The insurance requirements set forth in this Exhibit do not modify or otherwise relieve Contractor of Contractor's other obligations as stated elsewhere in this Contract.
3. Commercial General Liability. Contractor 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. Contractor 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. Coverage shall extend to all states in which operations are conducted.
5. Automobile Liability. Contractor 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 and off the project site. Such insurance shall be primary and non-contributory with any insurance carried by GoTriangle.

6. Umbrella/Excess Liability. Contractor 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 Contractor’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. Contractor shall secure and maintain Professional Liability insurance providing coverage for errors or omissions committed in the course of Contractor’s performance under this Contract. The coverage shall be maintained during the term of this Contract and for at least 3 years following completion of Contractor’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 Contractor, and no portion of the deductible is the responsibility of GoTriangle.
8. Privacy and Network Liability (Cyber). Contractor 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. Contractor 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; Automobile Liability; Privacy and Network Liability (Cyber) and Umbrella/Excess.
 - 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; Automobile Liability; and Umbrella/Excess Liability.
 - 9.4. Notice to GoTriangle. If any required coverage lapses for any reason, Contractor 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 Contractor’s commencement of performance under this Contract (including subsequent policies purchased as renewals or replacements);
 - 9.5.2. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;

- 9.5.3. Contractor 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, Contractor shall purchase an extended reporting provision of at least 3 years to report claims arising from Contractor's performance.
- 9.6. Deductibles and Self-insured Retention. GoTriangle will review all deductible and self-insured retention (SIR) amounts and may require Contractor 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 Contractor.
- 9.7. Certificates of Insurance. Before commencing performance under this Contract, for each required policy Contractor 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, PO Box 13787, Research Triangle Park, NC 27709.



Thereby confirm that my company is able to meet the insurance requirements set forth for the resultant contract. All required coverage, limits, and conditions will be maintained in full compliance with the contract documentation throughout the duration of the contract.

Signature

Date

Name and Title of Authorized Signee



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.

Employers understand 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 GoTriangle.

Below check the type of employer and complete the information.

- ☐ **Employer with less than 25 employees, not required to use E-Verify.**
- ☐ **Employer with 25 or more employees, required by NCSL 213-418 to use E-Verify.**
Yes, we comply.

Signature

Date

Company Name

Name and Title of Authorized Signee

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

As of the date stated on this form, the contractor or bidder/offeror named below 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 contractor or bidder/offeror named below to make the foregoing statement.

Signature and Date

Company Name

Printed Name and 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.



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 §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 §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 and Date

Company

Printed Name and 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 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.



The Bidder/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 **one** of the following statements:

- ☐ The Bidder / 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, performance of the services described in the Scope of Work will not create any conflicts of interest for the Bidder / Offeror, any affiliates, any proposed subconsultants, and key personnel of any of these organizations.

- ☐ The Bidder / Offeror hereby discloses the following circumstances that could give rise to a conflict of interest for the Bidder / Offeror, any affiliates, any proposed subconsultants, 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:

Proposed Remedy:

Signature and Date

Company Name

Printed Name and Title



Attachment H
Statement of Non-Collusion

Solicitation No.
26-005

BY SUBMISSION OF THIS PROPOSAL, BIDDER / OFFEROR AND EACH PERSON SIGNING ON BEHALF OF BIDDER / 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 Bidder / Offeror or competitor, for the purpose 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 Bidder / Offeror and will not be disclosed by Bidder / Offeror directly or indirectly to any other Bidder / Offeror or competitor before proposals are opened.
- 3) No attempt has been made or will be made by the Bidder / 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, BIDDER / OFFEROR CANNOT CERTIFY AS SET FORTH ABOVE, BIDDER / 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.

Signature and Date

Bidder / Offeror Company Name

Print Name and Title



Attachment I
Workforce Location

Solicitation No.
26-005

In accordance with N.C.G.S. §143B-1361(b), Bidder/Offeror shall specify if resources or staff located outside the United States will be utilized for the performance of any portion of the solicited services.

On the line provided, indicate if resources or staff located outside the United States will be utilized for the performance of any portion of the solicited services. ☐ YES ☐ NO

If yes, the Bidder/Offeror shall disclose its intended use of resources or personnel located outside the United States, including the specific countries and cities where such resources will be based.

GoTriangle will evaluate risks, costs, and other factors associated with the Bidder / Offeror's utilization of offshore resources prior to making an award for any such Bidder / Offeror's offer.

NOTE: The North Carolina Business Corporation Act section [§ 55-1-28](#) mandates that companies doing business in the state of North Carolina are registered with the Secretary of State.

Signature and Date

Bidder / Offeror Company Name

Print Name and Title



Attachment J

Conformance Statements

Solicitation No.
26-005

The Offeror shall review the entire solicitation document before completing this form.

☐ The Offeror hereby certifies that it has read, understands, and agrees to comply with all requirements set forth in this solicitation, and further certifies that its proposal is submitted in full conformity with those requirements.

☐ The Offeror hereby certifies that it has read, understands, and agrees to comply with all requirements set forth in this solicitation, and further certifies that its proposal is submitted in full conformity with those requirements, **except** for the exceptions listed in Attachment J-1*.

* GoTriangle.will.not.consider.any.exception.unless.designated.on.this.form;

Signature and Date

Print Name and Title

Offeror Company Name

Uploaded as a separate Excel document.

Document		Completed and Provided			
1.	Cover Sheet (NTE 1 page)	Yes		No	
2.	Table of Contents	Yes		No	
3.	Letter of Interest (NTE 2 pages)	Yes		No	
4.	Statement of Judgments	Yes		No	
5.	Responsibility Statement (NTE 3 pages)	Yes		No	
6.	Method of Approach (NTE 20 pages)	Yes		No	
7.	Offeror's Experience (NTE 5 pages)	Yes		No	
8.	Staffing Plan and Key Personnel (NTE 5 pages)	Yes		No	
9.	Cost Proposal (Attachment B)	Yes		No	
10.	Attachment A - Offeror Form	Yes		No	
11.	Attachment B - Cost Proposal	Yes		No	
12.	Attachment C - Minimum Insurance Requirements	Yes		No	
13.	Attachment D - E-Verify Employer Compliance Statement	Yes		No	
14.	Attachment E - Iran Divestment Act Certification	Yes		No	
15.	Attachment F - Boycott of Israel Divestment Act Certification	Yes		No	
16.	Attachment G - Certification Regarding Conflict of Interest	Yes		No	
17.	Attachment H - Statement of Non-Collusion	Yes		No	
18.	Attachment I - Workforce Location	Yes		No	
19.	Attachment J - Conformance Statement	Yes		No	
20.	Attachment J -1 Exceptions Form (if applicable)	Yes		N/A	
21.	Attachment K - RFP Response Checklist	Yes		No	