



INVITATION FOR BIDS (IFB) No. 1012-27-072
FOR
TOWING SERVICE

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 goods or services.

The Request for Proposal (RFP) document is available for download on the State of North Carolina Electronic Vendor Portal ([eVP](#)), and GoTriangle's procurement website: <https://gotriangle.org/procurement>

Publish Date: September 9, 2026

Pre-Bid Conference: There will be no pre-bid conference for this solicitation.

Submission Date & Time: September 23, 2026 by 2:00 pm local NC time

Submission Location: Sealed bid envelope shall be delivered to:
GoTriangle
Attn: Steven Jones, Procurement Officer
4600 Emperor Blvd, Suite 100
Durham, NC 27703

Bid No. 1012-27-072 shall be clearly written on the outside of the envelope.

Instructions for preparing and submitting a bid are set forth in this document. To be deemed responsive and responsible, bidders must submit all items specified in Section 5, Bid Package, of the Instructions to Bidders.

All Inquiries regarding this solicitation shall be submitted to:

Steven Jones, Procurement Officer
Email: sjones@gotriangle.org Tel. 919-314-8746

LATE PROPOSALS WILL NOT BE ACCEPTED.
GOTRIANGLE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

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Scope of Service

1. Background

GoTriangle provides public transportation services in a region experiencing rapid growth and demographic change. GoTriangle operates regional bus and shuttle services, paratransit services, ridematching and vanpool programs; provides commuter resources and an Emergency Ride Home program; and operates the GoTriangle Regional Information Call Center serving the Raleigh-Durham-Chapel Hill area, including Apex, Cary, Chapel Hill, Durham, Garner, Hillsborough, Knightdale, Raleigh-Durham International Airport (RDU), Raleigh, Research Triangle Park, Wendell, Wake Forest, and Zebulon.

2. Scope Of Services

The selected Contractor shall meet all performance, delivery, safety, and quality standards established by GoTriangle and applicable to the services provided under the Agreement.

GoTriangle maintains a diverse fleet of vehicles, including, but not limited to, the following:

- Forty-foot transit buses
- Thirty-five-foot transit buses
- Battery electric transit buses
- Paratransit vehicles
- Light-duty support vehicles
- Maintenance support vehicles
- Administrative vehicles

3. Required Service Area

Services shall be available throughout GoTriangle's operating area, including, but not limited to, locations between Kenly, North Carolina, and Colfax, North Carolina, and other locations within GoTriangle's service region.

4. General Requirements

The Contractor shall, at a minimum, provide the following towing and recovery services:

- 4.1. Heavy-duty towing of transit buses.
- 4.2. Medium- and light-duty towing of support vehicles
- 4.3. Recovery of disabled vehicles resulting from mechanical failure or other operational circumstances
- 4.4. Accident recovery and vehicle stabilization.
- 4.5. Winching and recovery of vehicles from soft shoulders, ditches, mud, or similar conditions.
- 4.6. Loading and transport of disabled vehicles when conventional towing is not feasible or could result in vehicle damage.
- 4.7. Emergency towing and recovery services on a 24-hour basis, including nights, weekends, holidays, and during emergency events.

5. Specific Requirements

The Contractor shall:

- 5.1. Maintain the equipment, personnel, and capability necessary to safely tow transit buses from either the front or rear, as appropriate based on the vehicle's condition and the nature of the incident.
- 5.2. Utilize heavy-duty towing and recovery equipment specifically designed and appropriately rated for transit buses.
- 5.3. Perform all towing and recovery operations in accordance with applicable vehicle manufacturer recommendations, applicable laws and regulations, and recognized industry best practices.
- 5.4. Ensure that all towing and recovery methods are appropriate for the vehicle and minimize the risk of damage to GoTriangle vehicles.

6. Electric Vehicle (EV) Recovery

The Contractor shall:

- 6.1. Recover and transport battery electric buses (BEBs) and other electric vehicles using manufacturer-approved towing and recovery procedures.

- 6.2. Maintain the capability to transport electric vehicles using flatbeds, trailers, or other manufacturer-approved transportation and recovery methods, as applicable to the vehicle and incident.
- 6.3. Ensure that personnel performing EV recovery are appropriately trained and qualified in the safe handling of high-voltage vehicles and associated hazards.
- 6.4. Use appropriate equipment and procedures to protect high-voltage systems and prevent damage to the vehicle during recovery, loading, transportation, and unloading.

7. Vehicle Destination

Unless otherwise directed by GoTriangle, disabled vehicles shall be transported to the following location:

- 7.1. GoTriangle
Bus Operations and Maintenance Facility (BOMF)
5201 Nelson Road
Morrisville, NC 27560
- 7.2. GoTriangle may direct the Contractor to transport vehicles to or from the BOMF and outside repair facilities, dealerships, body shops, manufacturer-authorized service centers, or other locations designated by GoTriangle.
- 7.3. The Contractor shall have the capability to transport vehicles between GoTriangle facilities and approved repair or service locations as directed by GoTriangle.
- 7.4. GoTriangle reserves the right to designate or change the destination of any vehicle based on operational, warranty, repair, accident-related, or other business requirements.

8. Required Documentation

The Contractor shall provide documentation for each towing or recovery service performed. Documentation shall include, at a minimum:

- Date and time of service
- Vehicle identification number (VIN) and/or fleet number
- Vehicle mileage, when available
- Pickup location
- Delivery location
- Type of service performed
- Name or identification of the operator performing the service

- Any observed vehicle damage
- Any unusual circumstances encountered during recovery
- Any additional information reasonably requested by GoTriangle

9. Response Expectations

The Contractor shall:

- 9.1. Provide towing and recovery services twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays.
- 9.2. Respond as quickly as practical based on location, weather conditions, traffic, and incident severity.

END OF SECTION

Terms and Conditions

1. Services

The Contractor agrees to provide the goods and/or perform the services in accordance with the solicitation's Scope of Services section.

2. Contract Term

The term of the Agreement shall commence on the date of last signature, and shall continue for a period of **two (2) year**, unless canceled, terminated, or permissibly extended. GoTriangle may at its discretion extend the initial Contract term for additional successive one-year periods or portions thereof with a maximum aggregate contract term including all extensions not to exceed **three (3) years**.

3. Invoicing and Compensation

- 3.1. Upon delivery of materials and services, and successful acceptance by GoTriangle, the Contractor shall submit complete and accurate invoice for payment by GoTriangle, in accordance with the price schedule set forth in the Attachment B to this Agreement.
- 3.2. All prices shall be F.O.B. ("free on board") destination and shall include all freight delivery and unloading at the destination.
- 3.3. Unless stated otherwise in the Agreement, all prices shall be firm-fixed-prices.
- 3.4. Prices may be adjusted upon mutual written agreement of the parties only at time of Agreement renewal and only upon providing at least sixty (60) days' written notice to GoTriangle.
- 3.5. Each invoice shall be in a form satisfactory to GoTriangle and shall reference Contract Number **1012-27-072**.
- 3.6. Invoices shall be submitted to the following email address: invoice@gotriangle.org
- 3.7. GoTriangle will forward payments of Contractor's invoices to the "remit to" address on the invoice which has been approved for payment.
- 3.8. GoTriangle may withhold full or partial payment of any invoice as GoTriangle deems necessary due to:
 - 3.8.1. Deliveries that fail to meet contractual requirements and are not remedied;
 - 3.8.2. Third-party claims filed against GoTriangle or information in possession of GoTriangle reasonably indicating probable filing of such claims;

- 3.8.3. Failure of Contractor to make payments properly for subcontracts, labor, material or equipment;
- 3.8.4. Damage to GoTriangle or another party for which Contractor is partially or wholly responsible;
- 3.8.5. Persistent failure to carry out the Services in accordance with this Agreement.
- 3.9. 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 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.

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. Termination

- 7.1. GoTriangle may terminate the Agreement as follows:
- 7.1.1. GoTriangle may terminate the Agreement for the convenience of GoTriangle by giving Contractor thirty (30) calendar days' prior written notice of such termination.
 - 7.1.2. GoTriangle may terminate the Agreement for cause upon immediate written notification to Contractor.
- 7.2. Upon receipt of a written notice of termination for any of the above conditions Contractor shall (i) immediately discontinue all Services affected (unless the notice directs otherwise), and (ii) deliver 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 the Agreement, whether completed or in process.
- 7.3. 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.
- 7.4. 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. Provided however, in the event of a default by Contractor under the Agreement, and without limiting GoTriangle's rights and remedies in any way, the amount payable shall be reduced by any damages, costs and expenses (including any sums paid to Contractor for work not completed under the Agreement), if any, incurred by GoTriangle as a result of or arising out of Contractor's acts or omissions.

8. Availability of Funds

It is expressly understood and agreed that the obligations of GoTriangle are conditioned upon the availability of funds, the appropriation of funds by the United States Congress and the North Carolina Legislature and the receipt of funds from federal, state, and local sources. If, at any time, the funds anticipated for the fulfillment of this Contract are not forthcoming, sufficient, or otherwise available to GoTriangle for the performance of the Work, GoTriangle shall have the right, upon written notice to the Contractor, to immediately terminate or suspend the Work without damage, penalty, cost, or expense to GoTriangle of any kind whatsoever except that Work performed and accepted by GoTriangle prior to the notice date will be paid. The effective date of termination or suspension shall be as specified in the notice.

9. Indemnification and Hold Harmless

To the 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, officers, employees, affiliates, and agents (hereinafter referred to as "Indemnitees") against, and hold them harmless from all losses, damages, liabilities, costs, and expenses, including without limitation, reasonable attorneys' fees, (i) arising out of injury to or death of any person, sickness or disease to any person(s), (ii) damages to any property, real or personal, tangible or intangible, (iii) , or any economic loss resulting from the 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.

- 9.1. In addition to the indemnity provisions set forth elsewhere in the Agreement and not in limitation thereof, Contractor agrees to indemnify and hold the Indemnitees harmless from any and all claims, losses, judgments, and 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 97-10.2(e).
- 9.2. 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. This Indemnification and Hold Harmless Section shall survive expiration or termination of the 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 GoTriangle's President and Chief Executive Officer (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's 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 bid in response to GoTriangle's solicitation, Contractor agreed to exhaust its administrative remedies under this Section 10 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. 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 Middle District of North Carolina.

12. Insurance

Contractor shall carry insurance as specified in the **Exhibit C**, Minimum Insurance Requirements. Contractor shall provide GoTriangle with a valid Certificate of Insurance prior to beginning any work pursuant to this Agreement.

13. Independent Contractor

13.1. 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.

13.2. 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.

14. 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.

15. Non-Discrimination

To the extent permitted by North Carolina law, the parties for themselves, their agents, 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. Regulatory Compliance

Contractor shall, to the extent applicable, adhere to all federal, state, local, and GoTriangle requirements, including those contained in Exhibit B and incorporated herein by reference.

22. 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:

22.1 Contractor:

22.2 GoTriangle:

- If to GoTriangle:

GoTriangle
Attn: President and CEO

P.O. Box 13787 (mail)
Research Triangle Park, NC 27709

4600 Emperor Blvd, Ste 100 (delivery)
Durham, NC 27703

- With a copy to:

GoTriangle
Attn: General Counsel

P.O. Box 13787 (mail)
Research Triangle Park, NC 27709

4600 Emperor Blvd, Ste 100 (delivery)
Durham, NC 27703

Telephone, facsimile and e-mail correspondence may be used to expedite communications with GoTriangle, but neither shall be considered official communications under this Agreement.

23. 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.

24. No Third-Party Rights

Except as expressly set forth herein, the representations, warranties, terms and provisions of this Agreement 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.

25. Severability

If any part, term or provision of this Agreement 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 the Agreement did not contain the particular part, term or provision held to be invalid or illegal.

26. 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 Agreement will survive the termination of the Agreement and remain binding upon and for the benefit of the parties hereto.

27. Attachments

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

28. Separate Counterparts

This Agreement 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 Agreement.

29. Iran Divestment Act

Pursuant to NC Gen. Stat. §147-86, 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 NC Gen. Stat. §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, NC Gen. Stat. §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 updated every 180 Days.

29.1 By execution of this Contract, the 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.

29.2 During the term of this Contract, if Contractor receives 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.

30. 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.

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 events 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, pandemic, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

34. 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.

34.1 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:

34.1.1 It is a "trade secret" as defined in §66-152(3); and

34.1.2 It is the property of a private "person" as defined in §66-152(2); and

34.1.3. It is disclosed or furnished to GoTriangle in connection with a bid or proposal; and

34.1.4 It is marked as "confidential" or as a "trade secret" at the time of its initial disclosure to GoTriangle.

34.2 If a bidder submits to GoTriangle a bid where any record, or portion of a record, constitutes a trade secret as defined in §66-152(3), the bidder 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 bidder of the request and allow the bidder 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 bidder 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.

END OF SECTION

Instructions to Bidders

Research Triangle Regional Transportation Authority dba GoTriangle ("GoTriangle") invites qualified and experienced firms to submit bids for consideration to contract with GoTriangle to provide **Towing Services**.

1. Anticipated Procurement Schedule

Invitation For Bid Issued:	September 9, 2026
Pre-Bid Conference:	Pre-Bid conference will not be conducted
Requests For Clarifications Due:	September 16, 2026 by 2:00 PM local NC time
Addendum Published:	September 18, 2026
Bids Due:	September 23, 2026 before 2:00 PM local NC time
Public Bid Opening:	September 23, 2026 at 2:00 PM local NC time
Contract Execution:	Following GoTriangle's Board approval (if applicable)

2. Requests for Clarification

Bidders with questions regarding the solicitation shall submit all inquiries in writing to Steven Jones, Procurement Officer at Sjones@gotriangle.org, by the *Requests For Clarification Due* date listed in the Section 1. Anticipated Project Schedule. The inquiries shall reference the solicitation page and section.

3. Pre-Bid Conference

Pre-Bid conference will not be conducted for this solicitation.

4. Addenda

Responses to all timely submitted questions will be posted as an Addenda on the GoTriangle website: <https://GoTriangle.org/procurement-opportunities> and EVP: <https://evp.nc.gov/>. It is the responsibility of the bidder to periodically check the GoTriangle's website and EVP for addendums.

Only a solicitation addendum issued by the procurement officer and posted on GoTriangle's website and EVP can modify the Solicitation.

5. Bid Package

In order for GoTriangle to adequately compare bids, submittals shall follow the format and order outlined below. Bid information must be presented in a clear, comprehensive, and concise manner and in the prescribed format. Bids should be prepared simply and economically, providing straightforward and relevant information. Materials other than those specifically requested shall not be submitted and will not be considered. Bids shall be submitted on the most favorable terms possible to GoTriangle, considering cost, quality, and technical capability.

6. The Bidders shall complete and submit the following:

- 6.1. Cover Sheet, indicating the company name, Bid title and number, and the submission date.
- 6.2. Attachment A - Bidder Form
- 6.3. Attachment B - Bid Form - Cost Proposal
- 6.4. Attachment C - Minimum Insurance Requirements
- 6.5. Attachment D - E-Verify
- 6.6. Attachment E - Iran Divestment Act Certification
- 6.7. Attachment F - Boycott of Israel
- 6.8. Attachment G - Conflict of Interest
- 6.9. Attachment H - Statement of Non-Collusion
- 6.10. Attachment I - Statement of Judgments
- 6.11. Attachment J - Responsibility Statement
- 6.12. Attachment K - Bid Response Checklist

7. Bid Delivery

Sealed bids must be received by GoTriangle no later than the *Bids Due* date and time specified in Section 1, Anticipated Project Schedule. Bidders may submit sealed bids either by i) in-person delivery or ii) via courier service with tracking capabilities.

All bids must be enclosed in a sealed envelope with the bid number and title clearly marked on the outside: *Bid Proposal – IFB No. 1012- 27-072, Towing Services.*

Bid delivery address: GoTriangle
 Attn: Steven Jones, Procurement Officer
 4600 Emperor Blvd, Suite 100
 Durham, NC 27703

8. Bid Opening

All bids received by the deadline will be opened and read publicly at the *Public Bid Opening* date and time listed in Section 1. Anticipated Project Schedule.

Bidders interested in attending the bid opening virtually may do so by joining the Microsoft Teams meeting link below:

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/23349610414458?p=PxPYGyKhmzCd7tXnoi>

Meeting ID: 233 496 104 144 58

Passcode: Ma99RD7i

9. Disadvantaged Business Enterprise (DBE)

There are no DBE goals for this project, per the USDOT interim final rule (October 3, 2025). Should regulations change, contractors will be notified within 30 days for compliance updates.

10. News Releases

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

11. Reserved

12. Duty to Disclose Potential Conflicts of Interests

- 12.1. If a bidder believes that there are no conflicts of interest, the bidder shall submit a statement in its Bid on the form provided in the IFB (**Attachment G**, Certification Regarding Conflict of Interest), certifying that to its best knowledge and belief no conflicts of interest exist. The bidder must obtain the same information from potential subcontractors prior to award of a subcontract (if applicable) and submit the information to GoTriangle.
- 12.2. 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 bidder for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers a conflict of interest an immediate and full disclosure shall be made in writing to GoTriangle's General Counsel.

13. Identifying and Remedying the Potential for Bias

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

14. Identifying and Remedying 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.

15. Form of Contract

The awarded contract will follow the form and content of this Invitation to Bid. No additional provisions will be accepted without GoTriangle's written approval, including:

- Warranty or liability limitations
- Damage limitations (including consequential damages)
- Mandatory arbitration or mediation requirements
- Confidentiality clauses contrary to North Carolina Public Records Law

16. Contractual Relationships

GoTriangle will execute an Agreement for services to be performed by the lowest responsive and responsible Bidder. The awarded bidder's contractual responsibility must solely rest with one firm or legal entity, which shall not be a subsidiary or affiliate with limited resources. The bidder must clearly indicate the firm or entity responsible for contract execution (**Attachment A**).

17. Bid Rejection / Reserved Rights

GoTriangle reserves the right to reject any or all bids 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 bids, for re-soliciting, or for canceling the procurement.

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

18. Protest Procedures

18.1. Protests Received Prior to Receipt of Bids

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 Bids. Upon receipt of a protest, the President & CEO may, at their discretion, extend or postpone the deadline for receipt of Bids. The President & CEO will

answer the protest in writing not later than three (3) business days prior to the deadline date for receipt of Bids.

18.2. Selection Protests

GoTriangle will execute a contract for services with the lowest responsive and responsible bidder. Following the announcement of the Intent to Award, any bidder may file a protest of the Intent to Award. The protest must be in writing and received by the GoTriangle President & CEO no later than five (5) business days after the announcement of the Intent to Award. GoTriangle will consider all timely protests regarding the recommended bidder prior to executing the contract.

18.3. 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.

18.4. 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 4220.1G.

18.5. 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 bidder filing the protest or to any participant in the protest, on any basis, expressed or implied.

END OF SECTION

Attachments

Attachment A - Bidder Form

Bidder'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 Bidder acknowledges the solicitation addenda(s) number:

CERTIFICATION

The undersigned bidder 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 bidder 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

UPLOADED AS SEPARATE EXCEL DOCUMENT

Attachment C - Minimum Insurance Requirements

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. "Agreement" 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 Agreement. Contractor shall maintain such policies throughout the term of this Agreement, 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 Agreement 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 Agreement.
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. **Policy Form.** Builder Risk coverage must be on a direct physical loss basis and contain no exclusion for theft, collapse or damage to foundations or underground structures, pipes or conduits.
8. **Named Insured.** The Named Insured shall be GoTriangle, the Contractor and all sub-contractors with a contractual assumption of responsibility for damage to the project.
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; 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**

☐

I hereby 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.

Company Name

Signature & Date

Name and Title of Authorized Signee

Attachment D - E-Verify Employer Compliance Statement

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

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

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

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

Therefore, all employers must be in compliance with the E-Verify requirements to enter into contracts with 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 NC S.L. 213-418 to use E-Verify. Yes, we comply.**

Company Name

Signature & Date

Name and Title of Authorized Signee

Attachment E - Iran Divestment Act Certification

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

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

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

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.

Additional information is available on the The North Carolina Department of State Treasurer website:

<https://www.nctreasurer.gov/about/transparency/divestment-and-do-not-contract-rules>

Company Name

Signature & Date

Name and Title of Authorized Signee

Attachment F - Israel Divestment Act Certification

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.

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.

Additional information is available on the The North Carolina Department of State Treasurer website:
<https://www.nctreasurer.gov/about/transparency/divestment-and-do-not-contract-rules>

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

Company Name

Signature & Date

Name and Title of Authorized Signee

Attachment G - Certification Regarding Conflict of Interest

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 and signing **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.

Authorized Signature

Date

Print Name

Title

Bidder / Offeror Company Name

OR

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:

Nature of potential conflict of interest:

Proposed Remedy:

Authorized Signature

Date

Print Name

Title

Bidder / Offeror Company Name

Attachment H - Statement of Non-Collusion

BY SUBMISSION OF THIS BID / 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 THEIR KNOWLEDGE AND BELIEF:

1. The prices of this bid/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 bid/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.

Company Name

Signature & Date

Name and Title of Authorized Signee

Attachment I - Statement of Judgments

The Bidder must respond to each question below by checking **Yes** or **No**.

- | | | |
|--|------------------------------|-----------------------------|
| 1. Has the Bidder had any judgments entered against them within the past five (5) years? | Yes ☐ | No ☐ |
| 2. Is the Bidder currently involved in any pending litigation related to professional conduct or services? | Yes ☐ | No ☐ |
| 3. Has the Bidder had any public sector / government contracts terminated for cause or for convenience within the past five (5) years? | Yes ☐ | No ☐ |
| 4. Has the Bidder been involved in any criminal or civil offense, including convictions, pleas, or findings of liability? | Yes ☐ | No ☐ |

If the answer to any of the questions above is “Yes,” the Bidder must provide a written explanation for each applicable item. Please use additional pages and include in the submittal package.

I certify that the information provided above is true, complete, and accurate to the best of my knowledge. I understand that failure to disclose relevant information may result in disqualification or termination of any resulting contract.

Company Name

Signature & Date

Name and Title of Authorized Signee

Attachment J - Responsiveness and Responsibility Statement

By submission of a bid in response to this Invitation for Bids (IFB), the undersigned confirms that the Bidder is responsive and responsible and that:

- The Bidder has the experience, capability, resources, and sufficient qualified personnel to perform the work required by this IFB in a timely manner and in accordance with applicable professional standards, and will devote such resources as necessary for proper performance.
- The Bidder has examined all specifications, instructions, terms, and conditions of the IFB; has investigated the scope of work and conditions affecting performance; and assumes full responsibility for performance of the work and all risks associated therewith.
- The Bidder is able to comply with all delivery schedules, milestones, and performance requirements, taking into consideration all existing commercial and governmental commitments.
- The Bidder has a satisfactory record of performance and maintains integrity and ethical business practices.
- The Bidder has the necessary organization, accounting systems, internal controls, and operational capacity to perform the contract.

The Bidder acknowledges that these certifications are material to GoTriangle's determination of responsiveness and responsibility and that any false or misleading statement may result in rejection of the bid or termination of any resulting contract.

Company Name

Signature & Date

Name and Title of Authorized Signee

Attachment K - Response Checklist

Document		Completed and Provided	
1.	Cover Sheet	Yes ☐	No ☐
2.	Attachment A - Bidder Form	Yes ☐	No ☐
3.	Attachment B - Bid Form - Cost Proposal	Yes ☐	No ☐
4.	Attachment C - Minimum Insurance Requirements	Yes ☐	No ☐
5.	Attachment D - E-Verify	Yes ☐	No ☐
6.	Attachment E - Iran Divestment Act Certification	Yes ☐	No ☐
7.	Attachment F - Boycott of Israel	Yes ☐	No ☐
8.	Attachment G - Conflict of Interest	Yes ☐	No ☐
9.	Attachment H - Statement of Non-Collusion	Yes ☐	No ☐
10.	Attachment I - Statement of Judgments	Yes ☐	No ☐
11.	Attachment J - Responsibility Statement	Yes ☐	No ☐
12.	Attachment K - Bid Response Checklist	Yes ☐	No ☐