



## **Request For Proposals (RFP) No. 1012-26-029 for Banking Services**

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

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Submission Date & Time: **May 26, 2026 by 2:00 pm local NC time**

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Submission Location: **Via email to:**  
Dean Nunnally, Procurement Officer  
Email: [DNunnally@gotriangle.org](mailto:DNunnally@gotriangle.org)

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Pre-Offer Conference: **No Pre-Offer Conference will be conducted**

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**Instructions for preparing and submitting a proposal are provided in the Instructions to Offerors section of this document. To be deemed responsive and responsible, offerors must submit all items specified in Section 6. Proposal Content of the Instructions to Offerors.**

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All Inquiries regarding this solicitation shall be submitted to:

Dean Nunnally, Procurement Officer  
Email: [DNunnally@gotriangle.org](mailto:DNunnally@gotriangle.org) Office: 919 485 7481

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

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## Scope of Services

### 1. Background

Research Triangle Regional Public Transportation Authority d.b.a. GoTriangle (GoTriangle) is a public transit agency serving Durham, Orange, and Wake counties in North Carolina, providing essential mobility services through fixed-route bus, paratransit, and other commuter services. As authorized under the N.C.G.S § 160A-610, GoTriangle is seeking to establish a contract for provision of **Banking Services**.

As the organization continues to evolve and enhance its financial and procurement processes, it seeks to ensure that its banking services are efficient, secure, cost-effective, and aligned with industry best practices. Through this RFP, GoTriangle is soliciting proposals from qualified financial institutions to provide comprehensive banking services. The selected Financial Institution (FI) contractor will be expected to demonstrate the ability to support the organization's operational needs, provide innovative banking solutions, ensure strong internal controls and fraud prevention measures, and deliver high-quality customer service.

The Financial Institution shall submit a proposal, at a minimum, for the Core Banking Services and may submit proposals **for any or all** Optional Services:

Service	Proposal Requirement
Core Banking Services	Mandatory
Purchasing Card (P-Card) Program	Optional
Check Validation Services	Optional
Armored Transportation Services	Optional

#### 1.1. Current Bank Structure

GoTriangle manages a diverse range of financial activities, including revenue collection, payment disbursement, management of operating and capital funds, and oversight of supporting accounts. Currently, GoTriangle maintains multiple banking relationships to support key functions such as accounts payable, payroll for approximately 350 employees, revenue collection, debt service, investment activities and the Tax District Administration (TDA) operations. The organization's banking structure is as follows:

1.1.1. **Transit Operations:**

a) Bank A:

- Main account with an average balance of \$5.6M
- Sub-account (Zero Balance Accounts (ZBAs) to main)

b) Bank B:

- Main account (stand-alone) with an average balance of \$7.2M
- Property escrow account (stand-alone) with an average balance of \$1.5M

1.1.2. **Payroll** is processed through Bank A and is bi-weekly (all Automated Clearing House (ACH)) with an average of \$750,000 per cycle.

1.1.3. **Accounts Payable** is processed through Bank A and is bi-weekly with an average of \$750,000 per cycle.

- a) Positive pay and NACHA files are downloaded from the D365 and manually uploaded to the current Bank's system.

1.1.4. **TDA A** maintains a stand-alone account with Bank B, with an average balance of \$103.5M.

1.1.5. **TDA B** maintains a stand-alone account with Bank A, with an average balance of \$32.3M.

1.1.6. **TDA C** maintains a stand-alone account with Bank B, with an average balance of \$7.1M.

1.2. Current Enterprise Resource Planning (ERP) System

GoTriangle is using Microsoft Dynamics 365 ("D365") as its ERP system. The system is currently under evaluation, and depending on the results, the organization may transition to a different platform.

1.3. Credit cards

GoTriangle has twenty-six (26) business credit cards used by employees for purchases.

1.4. Armored Services

GoTriangle maintains a contract for the provision of weekly armored transport services from the three locations listed below to the designated local bank:

- Plaza: 4600 Emperor Blvd, Durham, 27703
- BOMF: 5201 Nelson Rd, Morrisville, NC 27560
- RUSBUS: 525 W. Hargett Street, Raleigh, NC 27603

## **2. Minimum Qualifications & Mandatory Requirements**

The Financial Institution shall meet all minimum qualifications and mandatory requirements set forth in this Section for the duration of the Contract.

### **2.1. Legal Authorization**

The Financial Institution shall be duly authorized to conduct business in the State of North Carolina and shall maintain such authorization throughout the term of the Contract.

### **2.2. Depository Status and Collateralization**

The Financial Institution shall be an FDIC-insured institution and shall utilize the pooling method of deposit collateralization in accordance with N.C.G.S. § 159-31, or any successor statute.

### **2.3. Regulatory Compliance – State Requirements**

The Financial Institution shall comply with the North Carolina Local Government Budget and Fiscal Control Act and all applicable provisions, including but not limited to:

- 2.3.1. § 159-31 – Selection of depository; deposits to be secured
- 2.3.2. § 159-32 – Daily deposits
- 2.3.3. § 159-32.1 – Electronic payments
- 2.3.4. § 159-33 – Semiannual reports on status of deposits and investments

### **2.4. Federal and Industry Compliance**

The Financial Institution shall maintain full compliance with all applicable federal banking regulations and industry standards, including but not limited to:

- 2.4.1. NACHA Operating Rules and Guidelines;
- 2.4.2. Federal Financial Institutions Examination Council (FFIEC) guidance;
- 2.4.3. Federal Reserve requirements; and

2.4.4. Any other applicable regulatory, payment system, or supervisory standards governing banking services.

2.5. Physical Presence Requirement

The Financial Institution shall maintain and operate a full-service branch location within fifteen (15) miles of GoTriangle Plaza, located at 4600 Emperor Blvd, Durham, NC 27703, for the duration of the Contract.

2.6. Fraud Prevention and Monitoring

The Financial Institution shall maintain robust fraud prevention and detection capabilities, including but not limited to:

2.6.1. Multi-factor authentication for system access;

2.6.2. Real-time transaction monitoring and anomaly detection; and

2.6.3. Timely reporting and escalation of suspicious or potentially fraudulent activity.

2.7. Business Continuity and Disaster Recovery

The Financial Institution shall maintain a documented and tested Business Continuity and Disaster Recovery (BC/DR) plan that includes defined recovery objectives (RTO and RPO) for all critical banking services, systems, and online platforms.

2.8. Technology Platform Stability

The Financial Institution shall maintain current, fully supported, and secure technology platforms throughout the term of the Contract and shall ensure that service capabilities do not materially degrade over time.

2.9. Technology Roadmap and Innovation

The Financial Institution shall demonstrate and maintain a forward-looking technology roadmap that includes ongoing system enhancements, innovation, and alignment with evolving banking technologies, cybersecurity standards, and regulatory requirements.

2.10. Technology Currency and Upgrade Rights

The Financial Institution shall ensure that all platforms remain fully supported, patched, and compliant with current security standards throughout the Contract term.

GoTriangle reserves the right to require reasonable technology upgrades, enhancements, or modernization of services during the Contract term to ensure alignment with evolving

industry standards, cybersecurity requirements, regulatory expectations, and organizational needs, subject to mutual agreement and commercially reasonable terms.

### 3. Core Banking Services

The Financial Institution shall provide fully integrated core banking services that support GoTriangle's operational, fiduciary, and reporting requirements in a secure, efficient, and auditable manner.

3.1. Consolidate all financial operations to one bank with the following structure:

3.1.1. **Transit Operations:** Provide one primary operating account with a dedicated zero-balance subaccount for accounts payable processing, structured to automatically sweep and reconcile to the main operating account. A separate, stand-alone property escrow account shall also be maintained.

3.1.2. **TDA A:** One stand-alone account

3.1.3. **TDA B:** One stand-alone account

3.1.4. **TDA C:** One stand-alone account

3.2. Account Configuration Flexibility

The Financial Institution shall support the establishment and maintenance of additional accounts as reasonably requested by GoTriangle, including but not limited to:

3.2.1. Interest-bearing accounts; and

3.2.2. Zero-balance accounts supporting transit operations and TDA-related activities.

All accounts shall be structured to support operational efficiency, internal controls, and reconciliation requirements.

3.3. Interest-Bearing Requirement

All eligible GoTriangle deposits shall be held in interest-bearing accounts unless otherwise directed in writing by GoTriangle.

3.4. Transaction Processing and Cash Management Structure

The Financial Institution shall process, clear, and reconcile transactions using zero-balance and/or controlled disbursement structures as required to support:

3.4.1. Efficient cash management;

3.4.2. Fraud mitigation and transaction control; and

3.4.3. Accurate and timely reconciliation.

3.5. Systems Integration and Technology Compatibility

The Financial Institution shall provide modern, secure, and scalable integration capabilities to support GoTriangle's enterprise financial systems, including Microsoft Dynamics 365 (D365) and any future ERP or financial management platforms adopted during the term of the Contract.

## 4. Deposits

The Financial Institution shall provide secure, timely, and fully auditable deposit processing services in support of GoTriangle's cash management operations.

4.1. Deposit Processing and Availability

The Financial Institution shall:

4.1.1. Provide same-day credit for all deposits received by 2:00 PM Eastern Time on business days;

4.1.2. Ensure deposits received after the cutoff are processed and credited no later than the next business day.

4.2. Reporting and Visibility

The Financial Institution shall provide comprehensive deposit reporting, including branch and cash vault activity reports, available for:

4.2.1. Secure online viewing;

4.2.2. Downloading; and

4.2.3. Electronic transmission.

All deposit activity reports shall be available no later than the next business day following processing.

4.3. Deposit Materials

The Financial Institution shall provide, at no additional cost unless otherwise specified:

4.3.1. Pre-printed deposit slips in triplicate; and

4.3.2. Endorsement stamps or equivalent deposit processing tools required for efficient deposit handling.

4.4. Remote Deposit Capture (RDC)

The Financial Institution shall provide a secure Remote Deposit Capture (RDC) solution that supports efficient, encrypted, and auditable deposit submission from GoTriangle-designated locations, including all required hardware, software, training, and ongoing support.

4.5. Data Security and Retention

The Financial Institution shall ensure the secure handling, transmission, and storage of all deposit-related data and records. All deposit records shall be:

4.5.1. Maintained in a secure, access-controlled environment; and

4.5.2. Retained in an audit-ready format for a minimum of seven (7) years, or longer if required by applicable law or GoTriangle policy.

## 5. Online Services

The Financial Institution shall provide a secure, fully supported online banking platform that enables real-time access, transaction processing, reporting, and administrative control of GoTriangle accounts.

5.1. System Availability

The online banking platform shall be available 24/7 availability, excluding scheduled maintenance with prior notice, with industry-standard uptime, reliability, and performance sufficient to support mission-critical financial operations.

5.2. Administrative Controls

The Financial Institution shall provide GoTriangle with full administrative control functionality, including the ability to:

5.2.1. Establish, modify, and deactivate user accounts;

5.2.2. Assign and manage user roles and permissions;

5.2.3. Configure and enforce transaction limits and approval workflows.

5.2.4. Administrative audit logging of all user provisioning and permission changes.

5.3. Payment and Transaction Services

The platform shall include, at a minimum:

- 5.3.1. Stop payment functionality accessible to authorized users in real time;
- 5.3.2. Internal transfers between GoTriangle accounts held at the Financial Institution;
- 5.3.3. Wire transfer, ACH origination, and book transfer capabilities;
- 5.3.4. Standard and reusable templates for recurring transactions to improve efficiency and control.

#### 5.4. Positive Pay and Fraud Controls

The platform shall support Positive Pay functionality, including data upload, exception management, and transmission capabilities, as well as integration with fraud monitoring and exception workflows.

#### 5.5. Pricing Structure Flexibility

The Financial Institution shall provide flexible payment options for service fees, including direct payment and/or compensation balance arrangements, as elected by GoTriangle.

#### 5.6. Intraday Liquidity Support

The Financial Institution shall provide daylight overdraft protection in an amount not less than \$5,000,000, with immediate availability for qualified and pre-approved transactions to ensure uninterrupted processing.

#### 5.7. Security Requirements

The platform shall incorporate robust security controls, including at a minimum:

- 5.7.1. Multi-factor authentication (MFA) for all users and administrative access;
- 5.7.2. End-to-end encryption of data in transit and at rest using industry-standard protocols;
- 5.7.3. Continuous monitoring of user activity, transactions, and system access for suspicious or unauthorized activity.

## **6. Wholesale lockbox service**

The Financial Institution shall provide a fully integrated wholesale lockbox service to support timely, accurate, and secure processing of remittances.

### 6.1. Collection and Processing

The Financial Institution shall:

- 6.1.1. Provide daily pickup from a dedicated Post Office Box (PO Box) designated for GoTriangle;
- 6.1.2. Process all remittances on the same business day received; and
- 6.1.3. Deposit all collected funds to GoTriangle's designated account on a same-day basis in accordance with agreed processing cut-off times.

## 6.2. Image Capture and Access

The Financial Institution shall:

- 6.2.1. Capture high-quality electronic images of all checks, remittance documents, and associated invoices;
- 6.2.2. Make all images available through a secure online portal no later than one (1) business day following processing;
- 6.2.3. Ensure images are fully searchable and retrievable for audit, reconciliation, and reporting purposes.

## 6.3. Reporting Requirements

The Financial Institution shall provide comprehensive reporting capabilities, including:

- 6.3.1. Daily processing and deposit reports;
- 6.3.2. Monthly summary reports; and
- 6.3.3. Exception reporting identifying discrepancies, missing items, or processing errors.

All reports shall be provided in electronic format and in a manner compatible with GoTriangle's financial systems and reporting requirements.

## **7. Reporting and Statements**

The Financial Institution shall provide a secure, fully functional online portal and reporting platform that delivers comprehensive, accurate, and timely financial reporting to GoTriangle. All reporting capabilities shall be included as part of the Services and made available at no additional cost unless expressly stated in the Contract.

### 7.1. Monthly Statements

The Financial Institution shall provide detailed, itemized monthly statements for each account, including all deposits, credits, debits, and transactions (including check numbers and amounts). Statements shall be made available no later than three (3) business days after month-end and shall remain accessible online for a minimum of twelve (12) months.

## 7.2. Check Images

The Financial Institution shall provide secure online access to cleared check images (front and back) with full search, indexing, and retrieval functionality to support audit, reconciliation, and compliance requirements.

## 7.3. Daily Transaction Data

The Financial Institution shall provide complete daily transaction data in a format approved by GoTriangle and fully compatible with Microsoft Dynamics 365 (D365) and any successor or replacement ERP system, including structured, machine-readable file formats suitable for automated processing.

## 7.4. Account Analysis Statements

The Financial Institution shall provide monthly account analysis statements by account, service type, and transaction volume, including, at a minimum:

- 7.4.1. A comparison of service charges to earnings allowance (if compensating balances are utilized);
- 7.4.2. Average daily balances;
- 7.4.3. Net monthly earnings analysis; and
- 7.4.4. A detailed breakdown of all service fees and associated costs.

## 7.5. Standard, Advanced, and Ad Hoc Reporting

The Financial Institution shall provide a robust reporting suite that includes, at a minimum, the following capabilities:

- 7.5.1. Prior-day transaction and balance reporting;
- 7.5.2. Intra-day position reporting, including real-time balances, incoming and outgoing Fedwire and ACH activity, maturing investments, and disbursement activity;
- 7.5.3. Return item reporting for prior-day check and ACH returns;
- 7.5.4. Positive Pay, ACH filter, and exception reporting with full electronic review, workflow, and decisioning functionality;

- 7.5.5. Automated account reconciliation reports with daily and monthly delivery capabilities;
- 7.5.6. Custom report creation functionality with on-demand generation and export capabilities in standard formats including PDF, CSV, and XLSX;
- 7.5.7. Secure, configurable reporting tools that allow GoTriangle to define user access, scheduling, and report distribution parameters.

All reporting shall be available in a timely manner consistent with industry best practices and support audit, operational, and financial oversight requirements.

#### 7.6. Data Accessibility and Analytics

The Financial Institution shall provide all reporting data in structured, machine-readable formats to support automation, reconciliation, and advanced analytics. The reporting solution shall be fully compatible with enterprise analytics platforms, including Microsoft Power BI or equivalent tools, and shall support near real-time data access, dashboards, and data extraction capabilities to meet GoTriangle's operational and reporting needs.

### **8. Fraud Prevention and Risk Mitigation Support**

The Financial Institution shall provide comprehensive, proactive fraud prevention and risk mitigation services across all accounts, systems, and payment channels utilized by GoTriangle.

#### 8.1. Fraud Detection and Monitoring

The Financial Institution shall employ industry-leading tools, technologies, and controls to detect, prevent, and respond to fraudulent or suspicious activity. This shall include continuous, real-time monitoring across all payment channels, including ACH, wire transfers, checks, and card transactions.

#### 8.2. Advanced Fraud Controls

The Financial Institution shall utilize advanced fraud detection capabilities, including but not limited to behavioral analytics, anomaly detection, velocity controls, and risk-based transaction monitoring, to identify and mitigate potential threats.

#### 8.3. Alerts and Escalation

The Financial Institution shall provide immediate notification to designated GoTriangle personnel of any suspected or confirmed fraudulent activity. Notification and escalation procedures shall be clearly defined and supported by 24/7 monitoring and response capabilities.

#### 8.4. Investigation and Support

The Financial Institution shall promptly assist with fraud investigations, including providing timely access to transaction data, audit trails, system logs, and all supporting documentation necessary to assess and resolve incidents.

#### 8.5. Recovery and Remediation

The Financial Institution shall support recovery efforts related to fraudulent activity and provide recommendations and corrective actions to prevent recurrence, including enhancements to controls, processes, and monitoring capabilities.

### **9. Implementation and Customer Service**

Within sixty (60) days of contract award, the Financial Institution shall provide comprehensive implementation and customer service support plan to ensure a seamless transition, uninterrupted operations, and ongoing service excellence.

#### 9.1. Dedicated Project Management

The Financial Institution shall assign a dedicated Project Manager who shall serve as the single point of contact for all implementation activities, including coordination of technical, operational, and logistical components of the transition.

The Project Manager shall have a minimum of five (5) years of demonstrated experience supporting governmental or public sector banking implementations.

#### 9.2. Transition Planning

The Financial Institution shall:

- 9.2.1. Develop and deliver a detailed, written transition plan and implementation timeline, including all tasks, milestones, dependencies, responsibilities, and deliverables;
- 9.2.2. Ensure continuity of critical banking operations with no disruption to payroll, disbursements, or revenue collection;
- 9.2.3. Develop a comprehensive cutover strategy, including contingency and rollback procedures in the event of system failure or processing errors.

#### 9.3. Implementation and Training

The Financial Institution shall:

- 9.3.1. Provide full implementation support, including system setup, configuration, integration, and validation;
- 9.3.2. Ensure all data migration activities are validated, reconciled, and approved by GoTriangle prior to production use;
- 9.3.3. Conduct comprehensive training for GoTriangle personnel and provide supporting documentation and user guides;
- 9.3.4. Support and successfully complete parallel testing of all critical financial processes (including payroll, ACH, wires, and payments) prior to go-live, to GoTriangle's satisfaction.

#### 9.4. Ongoing Technical Assistance

The Financial Institution shall:

- 9.4.1. Provide ongoing technical support, maintenance, updates, and troubleshooting for all systems and services;
- 9.4.2. Proactively address regulatory changes, emerging fraud risks, and system vulnerabilities to ensure continuous security, compliance, and performance.

#### 9.5. Customer Service and Support

The Financial Institution shall:

- 9.5.1. Develop and maintain a formal customer service plan, including defined escalation procedures and points of contact;
- 9.5.2. Assign dedicated relationship manager(s) with appropriate authority and expertise;
- 9.5.3. Meet service level commitments for response and resolution times, as defined in the Contract or applicable Service Level Agreements (SLAs).

#### 9.6. Implementation Deliverables

The Financial Institution shall provide, at a minimum:

- 9.6.1. A detailed transition workplan with tasks, timelines, and assigned responsibilities.
- 9.6.2. Account setup and configuration documentation.
- 9.6.3. Training materials and onboarding documentation.

9.6.4. Data mapping, migration, and validation documentation.

9.6.5. Reconciliation reports and final transition close-out documentation.

GoTriangle reserves the right to review, approve, and require modification of all implementations plans and deliverables.

## **10. Service Levels (Business Continuity and Disaster Recovery)**

The Financial Institution shall maintain, test, and provide a comprehensive Business Continuity and Disaster Recovery (BC/DR) program sufficient to ensure the availability and integrity of all Services.

At a minimum, the Financial Institution shall:

10.1. Meet the following minimum recovery objectives:

10.1.1. Recovery Time Objective (RTO):  $\leq$  4 hours

10.1.2. Recovery Point Objective (RPO):  $\leq$  15 minutes for all transactional systems;

10.2. Maintain geographically diverse, redundant systems and data centers;

10.3. Conduct, at minimum, annual disaster recovery testing and provide summarized results to GoTriangle upon request;

10.4. Provide failover capabilities designed to ensure minimal service disruption and timely restoration of services.

Failure to meet these service levels may result in contractual remedies as defined in the Agreement.

## **11. Information Security Program**

The Financial Institution shall implement and maintain a comprehensive, risk-based information security program aligned with recognized industry standards, including, at a minimum, the NIST Cybersecurity Framework (CSF) and/or ISO 27001.

11.1. At a minimum, the Financial Institution shall:

11.1.1. Enforce multi-factor authentication (MFA) for all user and administrative access;

11.1.2. Maintain real-time security event logging, monitoring, and audit trails, and provide access to such logs to GoTriangle upon request;

11.1.3. Implement layered security controls across endpoint, network, application, and data environments, including intrusion detection and prevention mechanisms;

11.1.4. Maintain robust ransomware prevention, detection, and recovery capabilities.

## 11.2. Security Incident Notification

The Financial Institution shall notify GoTriangle of any actual or suspected security incident involving GoTriangle Data within twenty-four (24) hours of discovery and shall provide ongoing status updates, root cause analysis, and remediation plans until full resolution.

## 12. Pcard Program (Optional)

If offered, the Financial Institution shall provide a comprehensive Purchasing Card (P-Card) program that enables secure, controlled, and fully auditable procurement activities for GoTriangle.

### 12.1. Card Issuance

The Financial Institution shall provide cards issued on a major global payment network with broad merchant acceptance and industry-standard security features.

### 12.2. Program Controls

The Financial Institution shall provide a system that enables GoTriangle to establish, modify, and enforce transaction controls, including:

12.2.1. Single transaction and monthly spending limits;

12.2.2. Merchant Category Code (MCC) inclusion and exclusion controls;

12.2.3. Temporary limit adjustments with automated expiration functionality.

### 12.3. Administration Portal

The Financial Institution shall provide a secure, web-based administrative portal that allows authorized GoTriangle personnel to manage the P-Card program in real time. At a minimum, the portal shall:

12.3.1. Support immediate updates to individual and departmental controls;

12.3.2. Provide role-based access and permissions;

12.3.3. Maintain a complete, date- and time-stamped audit log of all administrative actions, including identification of the authorized user initiating such changes.

#### 12.4. Fraud Prevention and Card Controls

The Financial Institution shall provide robust, real-time fraud detection and monitoring capabilities, including:

- 12.4.1. Immediate notification to both the cardholder and designated GoTriangle administrators of suspected or confirmed fraudulent transactions;
- 12.4.2. The ability to instantly suspend, restrict, or deactivate cards via the administrative portal or mobile application;
- 12.4.3. Continuous monitoring using industry-standard fraud detection tools and controls.

#### 12.5. Dispute Management

The Financial Institution shall provide a digital interface within the portal that allows cardholders and administrators to initiate, track, and manage disputes and fraudulent charge claims in real time.

#### 12.6. Liability Protection

The Financial Institution shall provide a “Zero Liability” policy for unauthorized transactions, subject to compliance with agreed security and usage requirements.

#### 12.7. Data Access and Integration

The Financial Institution shall provide secure access to detailed transaction data and reporting. At a minimum:

- 12.7.1. GoTriangle shall be able to export transaction data in standard formats (CSV, XML, XLSX) for integration with its ERP system;
- 12.7.2. The solution should support automated or semi-automated integration capabilities where available.

#### 12.8. Reporting and Analytics

The Financial Institution shall provide comprehensive reporting capabilities, including:

- 12.8.1. Reporting on total spend, suppliers, and declined transactions;
- 12.8.2. The ability to generate standard and ad hoc reports on demand;
- 12.8.3. Sales and use tax reporting to support compliance and audit requirements.

## 12.9. Customer Support

The Financial Institution shall provide:

- 12.9.1. A dedicated Relationship Manager for program oversight;
- 12.9.2. 24/7 customer support for cardholders, including lost or stolen card reporting and emergency assistance.

## 13. Check Validation (Optional)

If offered, the Financial Institution shall provide a real-time check validation service designed to mitigate fraud risk and support both point-of-sale and back-office operations.

At a minimum, the solution shall:

### 13.1. Validation Capabilities

- 13.1.1. Verify the authenticity and status of checks presented for payment, including account status, check history, and indicators of potential fraudulent activity;
- 13.1.2. Validate checks against a robust, continuously updated database of account and transaction information.

### 13.2. Real-Time Processing

- 13.2.1. Provide real-time response capabilities with minimal latency to support operational decision-making;
- 13.2.2. Deliver clear approval, decline, or referral recommendations based on predefined and configurable risk criteria.

### 13.3. Fraud Detection Controls

Incorporate advanced fraud detection tools, including velocity controls, negative file screening, behavioral analytics, and other risk-based monitoring techniques.

### 13.4. Compliance and Security

- 13.4.1. Maintain full compliance with all applicable federal and state banking regulations, including data privacy, security, and consumer protection requirements;
- 13.4.2. Ensure all data is processed, transmitted, and stored in a secure manner consistent with industry standards.

### 13.5. Availability and Performance

Maintain high system availability, reliability, and performance levels consistent with industry standards for mission-critical financial services.

#### 13.6. Reporting and Analytics

Provide comprehensive reporting and analytics capabilities, including:

13.6.1. Validation outcomes and decision history;

13.6.2. Fraud trends and risk indicators;

13.6.3. System usage and performance metrics.

GoTriangle reserves the right to review and approve validation rules, reporting formats, and performance standards to ensure alignment with operational and risk management requirements.

### **14. Armored Transport Services (Optional)**

If offered, the Financial Institution shall provide secure armored transport services for cash deposits from GoTriangle facilities in a safe, timely, and fully insured manner.

At a minimum, the Financial Institution shall:

#### 14.1. Shipment Tracking

Provide a secure, web-based system that enables real-time tracking of all armored transport shipments from pickup through final deposit confirmation.

#### 14.2. Chain of Custody

Maintain a complete electronic chain-of-custody record for all deposits, including time-stamped tracking, custody transfers, and delivery confirmation, available to GoTriangle upon request.

#### 14.3. Insurance Coverage

Provide comprehensive insurance coverage sufficient to fully protect GoTriangle against loss, theft, or damage of transported funds from pickup through final deposit posting.

### **15. Additional Requirements**

The Offeror shall:

15.1. Bear all costs associated with the transition.

15.2. Have prior experience providing banking services to governmental entities, including a description of relevant engagements.

### Exhibit A - Avegare Banking Services Volume

#	Service	Volume (monthly)
<b>1.</b>	<b>Bank Services</b>	
1.1	Monthly Account Maintenance	6
1.2	ZBA Master Account Maintenance	1
1.3	ZBA Sub-Account Maintenance	1
1.4	Credits Posted	22
1.5	Items Deposited - Other	2
1.6	RDC Monthly Maintenance	2
1.7	Remote Deposit Item On-Ups	1
1.8	Remote Deposit Item - Transit	4
1.9	Check Paid - Reject	2
1.10	Credits Posted	22
1.11	Checks Paid	22
<b>2.</b>	<b>Vault Services</b>	
2.1	Vault Monthly Maintenance	1
2.2	Cash Vault Deposits	32
2.3	Vault Cash Deposits per dollar	7,607
2.4	Vault Deposit Correction	1
<b>3.</b>	<b>Wire Transfer Services</b>	
3.1	Incoming Domestic Wire	4
3.2	Domestic Non-Rep Wire	4
3.3	Book Transfer	2
<b>4.</b>	<b>ACH Services</b>	
4.1	ACH Rec'd Credit	60
4.2	ACH Rec'd Debit	28
4.3	ACH NOC	24
4.4	ACH Transaction Reversal	1
4.5	ACH Returns Report	5
4.6	ACH Return Tx	7
4.7	ACH Monthly Maintenance	5
4.8	ACH Input file rec'd / trans	22
4.9	Total ACH Originated Items	1,173
4.10	ACH Positive Pay Monthly Maintenance	2

<b>5.</b>	<b>Positive Pay</b>	
5.1	Pos Pay Payee	2
5.2	Pos Pay Payee - Exceptions	5
5.3	Payee Pos Pay - Maintenance	2
5.4	CPR Payee Pos Pay - Items	61
<b>6.</b>	<b>Online Services</b>	
6.1	Online Maintenance Fee	1
6.2	Prior Day / Account	6
6.3	Prior Day / Detail	216
6.4	Current Day / Account	6
6.5	Current Day / Detail	31
6.6	Wire Transfer Service / Month	6
<b>7.</b>	<b>Wholesale Lockbox</b>	
7.1	Lockbox Deposits	32
7.2	WLBX Image Items Scanned	89
7.3	Image Archive	89
7.4	Maintenance	1
7.5	Postage per item	1
7.6	Package preparation	7
7.7	Standard reassociation	1
7.7	Item print	1

<b>PCard Transactions (Average)</b>	<b>Volume (monthly)</b>
Number of transactions	100
Total Amount	\$23,000

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## Terms and Conditions

### 1. Services

Financial Institution agrees to perform the services outlined in the contract (hereinafter "Services"). Financial Institution 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 Financial Institution 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. Financial Institution warrants and represents that prior to submitting a proposal for any Services, Financial Institution 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 resultant contract shall commence on the date of contract execution, and shall continue for a period of **five (5) years**, unless canceled, terminated, or permissibly extended. GoTriangle may at its discretion extend the initial Contract term for up to five additional one (1) year periods, for a maximum aggregate term of ten (10) years.

### 3. Invoicing, Compensation, and Payment Terms

#### 3.1. General Payment Structure

GoTriangle shall compensate the Financial Institution for Banking Services in accordance with the pricing schedules submitted in the Financial Institution's proposal and incorporated into the Contract. Compensation may include, as applicable, monthly service fees, per-transaction charges, account analysis charges, and other approved banking service fees, as well as earnings credit arrangements where applicable.

#### 3.2. Earnings Credit and Offset Arrangements

Where compensating balances and earnings credit rates (ECR) are utilized, the Financial Institution shall apply such credits monthly in accordance with the approved pricing methodology. Any earnings credits shall be clearly itemized and applied as an offset against eligible service charges in the same billing cycle.

#### 3.3. Account Analysis Statements

Financial Institution shall submit itemized monthly Account Analysis Statements invoices by account that, at a minimum, include:

3.3.1. Transaction-level or category-level support sufficient for audit and reconciliation;

- 3.3.2. Identification and calculation of any earnings credits applied; and
- 3.3.3. A comparison of service charges to earnings allowance (if compensating balances are utilized);
- 3.3.4. Average daily balances;
- 3.3.5. Net monthly earnings analysis; and
- 3.3.6. A detailed breakdown of all service fees and associated costs.
- 3.3.7. Total net amount due after all applicable credits and adjustments.

#### 3.4. Price Changes

Pricing shall remain firm for the initial Contract term. Any proposed changes for renewal periods must be submitted in writing at least sixty (60) days prior to the end of the current term and shall include full supporting documentation. All pricing changes are subject to GoTriangle's prior written approval and shall not take effect unless formally accepted.

#### 3.5. No Unapproved Fees

No fees, charges, or surcharges shall be imposed unless:

- 3.5.1. Expressly included in the Financial Institution's approved pricing schedule, and
- 3.5.2. Authorized under this Contract or approved in writing by GoTriangle.

### 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 Financial Institution will be void and without effect; Financial Institution 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 Financial Institution's failure to comply with a requirement of this Contract;
  - 4.2.2. Financial Institution'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. Financial Institution 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. 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 Financial Institution, its sub-contractors, this Agreement or the proceeds thereof. Financial Institution shall not, directly or indirectly, offer to the aforementioned individuals, nor shall such individuals accept from Financial Institution, gifts, gratuities, favors, or anything of monetary value.

## 6. Contract Termination

### 6.1. Termination for Convenience

- 6.1.1. GoTriangle may terminate the Contract for the convenience of GoTriangle by giving the Financial Institution thirty (30) calendar days prior written notice of such termination.
- 6.1.2. Upon receipt of a written notice of termination for any of the above conditions Financial Institution 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 Financial Institution 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.
- 6.1.3. GoTriangle may at any time, by written notice to Financial Institution, require Financial Institution 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 Financial Institution, and for such further period to which the parties may agree in writing. Upon receipt of the Stop Work Order, Financial Institution 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 Financial Institution 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.

6.1.4. 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 Financial Institution through the date of termination.

## 6.2. Termination For Default

6.2.1. The Financial Institution 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 Financial Institution 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 Financial Institution is willfully violating the Contract or is not executing it reasonably and in good faith.

6.2.2. In the event of a default or breach, GoTriangle will provide a written notice to the Financial Institution, specifying the nature of the breach and stating that, the Financial Institution has ten (10) days (or such additional time as the Contracting Officer authorizes, to cure the breach (“Notice to Cure”). If the Financial Institution 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 Financial Institution.

6.2.3. Upon receipt of a “Notice of Default,” the Financial Institution 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 Financial Institution 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 Financial Institution. Nothing contained herein shall be deemed to relieve the Financial Institution of its continuing obligation to perform any portion of the Contract that was not terminated.

- 6.2.4. GoTriangle may, in its sole discretion, waive a default by the Financial Institution, but such waiver shall not be deemed a waiver of any subsequent default.
- 6.2.5. Upon any termination for default, GoTriangle may require the Financial Institution 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 Financial Institution has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Contracting Officer, the Financial Institution shall also protect and preserve property in its possession in which the Authority may have an interest.
- 6.2.6. Upon any termination for default, GoTriangle shall only pay for Products or Services accepted in accordance with this Contract. GoTriangle may also compensate the Financial Institution 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.
- 6.2.7. 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.

## 7. 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 Financial Institution 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 Financial Institution for any resources utilized in performing such transition assistance at the most current Contract rates for Financial Institution performance. If GoTriangle cancels the Contract for default, then GoTriangle will be entitled to offset the cost of paying the Financial Institution for the additional resources the Financial Institution utilized in

providing transition assistance with any damages GoTriangle may have otherwise accrued as a result of said cancellation.

## 8. Indemnification and Hold Harmless

To the fullest extent allowed by law and as applicable to N.C.G.S. Section 22B-1, Financial Institution 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) Financial Institution's failure to meet any of its obligations under this Contract, including but not limited to Financial Institution'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 Financial Institution, its sub-contractor, its agents or persons performing Services, or breach by Financial Institution, its subcontractors, its agents or persons performing Services, of any provision of the Agreement, in the performance of the Services thereunder.

- 8.1. In addition to the indemnity provisions set forth elsewhere in this Agreement and not in limitation thereof, Financial Institution agrees to indemnify and hold the Indemnitees harmless from any and all alleged claims, losses, judgments, or causes of action by Financial Institution'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 Financial Institution. This provision is entered into pursuant to North Carolina General Statute Section 97-10.2(e).
- 8.2. Financial Institution understands and agrees that it is Financial Institution'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 Financial Institution's insurance to fully fund any indemnification shall not relieve the Financial Institution of any obligation under the indemnification clauses set out within this Agreement.
- 8.3. In performing its duties under this requirement, Financial Institution 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 Financial Institution compromise or settle any such Charges without the prior written consent and approval of GoTriangle, after full disclosure by Financial Institution. Section 8 shall survive expiration or termination of this Agreement.

## 9. Limitation of Liability

### 9.1. Liability Cap (General)

Except as otherwise expressly provided herein, the total aggregate liability of the Financial Institution arising out of or related to this Contract, whether in contract, tort (including negligence), or otherwise, shall not exceed three (3) times the total fees paid or payable by GoTriangle to Financial Institution under this Contract during the twelve (12) months preceding the event giving rise to the claim.

### 9.2. Excluded Claims (No Limitation)

Notwithstanding the foregoing, no limitation of liability shall apply to any claims, damages, losses, costs, or expenses arising out of or related to:

- 9.2.1. Financial Institution's breach of confidentiality or data security obligations, including any Security Breach involving GoTriangle Data;
- 9.2.2. Financial Institution's indemnification obligations under this Contract;
- 9.2.3. Financial Institution's gross negligence, willful misconduct, or fraud;
- 9.2.4. Infringement or misappropriation of intellectual property rights;
- 9.2.5. Violation of applicable law, including but not limited to banking, privacy, or data protection laws;
- 9.2.6. Unauthorized transactions, funds transfer errors, or failure to comply with commercially reasonable security procedures;
- 9.2.7. Financial Institution's failure to comply with its obligations relating to data return, destruction, or transition assistance.

### 9.3. No Limitation on Equitable Relief

Nothing in this Section shall limit GoTriangle's right to seek injunctive relief, specific performance, or other equitable remedies.

### 9.4. No Limitation on Payment Obligations

Nothing in this Section shall limit Financial Institution's obligation to refund amounts owed, pay service credits, or reimburse GoTriangle for costs expressly required under this Contract.

## 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, Financial Institution mails or otherwise furnishes a written appeal to the authorized representative of GoTriangle. In connection with any such appeal, Financial Institution 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 Financial Institution's receipt of such decision.

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

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

## 13. Independent Contractor

- 13.1. The parties acknowledge that Financial Institution is an independent Financial Institution to GoTriangle. This Agreement is not to be construed as creating or

constituting a joint venture, partnership, or agent/principal relationship between GoTriangle and Financial Institution. Financial Institution 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. Financial Institution, 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. Financial Institution shall be responsible for all withholding and employer taxes with respect to such personnel to the complete exclusion of GoTriangle.

- 13.2. Financial Institution 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 Financial Institution to persons employed by Financial Institution; and Financial Institution further agrees to indemnify and save GoTriangle harmless against any and all such liability or claims therefor.

#### 14. Accuracy of Financial Statements

Financial Institution 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 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.

#### 16. Covenant Against Contingent Fees

Financial Institution 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 Financial Institution 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

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

## 18. Nonwaiver

No failure or delay by either party to exercise any right, remedy, or enforce any provision of this Agreement shall operate as a waiver of such right, remedy, or provision. Any waiver must be in writing and shall not constitute a waiver of any subsequent or continuing breach. All rights and remedies are cumulative and may be exercised at any time.

## 19. Merger

19.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous discussions, representations, negotiations, and agreements, whether oral or written.

19.2. Amendments. This Agreement may be amended only by a written instrument signed by authorized representatives of both parties.

19.3. Headings. Section captions and headings are for convenience only and shall not affect the interpretation of this Agreement.

## 20. Reference

Financial Institution shall not use GoTriangle's name, logo, or any reference to GoTriangle in any advertising, marketing, promotional materials, case studies, or client lists without the prior written consent of GoTriangle. Financial Institution shall not imply or represent any endorsement by GoTriangle without such consent.

## 21. Financial Institution's Personnel

GoTriangle may require Financial Institution to remove and promptly replace any assigned personnel for unsatisfactory performance or any security, operational, or compliance concern, with a qualified replacement acceptable to GoTriangle.

## 22. Certification on Israel Boycott

Financial Institution 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.

### 23. 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:

#### 23.1. Financial Institution:

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#### 23.2. GoTriangle:

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

With a copy to:  
General Counsel  
PO Box 13787 (mail)  
Research Triangle Park, NC 27709

Telephone, email, and fax 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.

### 24. 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.

### 25. 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.

### 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 Contract

will survive the termination of this Contract and remain binding upon and for the benefit of the parties hereto.

## 27. 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.

## 28. 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](http://www.nctreasurer.com/iran) and will be up dated every 180 Days.

28.1. By execution of this Contract, Financial Institution 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.

28.2. During the term of this Contract, should Financial Institution 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.

## 29. E-Verify

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

## 30. 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.

### 31. 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.

### 32. Operational Continuity

Financial Institution warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Financial Institution's duties hereunder absent a consented delegation under Section 16. Delegation and Assignment, that expressly recognizes the event.

### 33. Acceptance Process

#### 33.1. Notice of Non-Acceptance

GoTriangle shall notify Financial Institution in writing within ten (10) calendar days of delivery or performance of any Services or Deliverables that do not conform to the Contract requirements.

#### 33.2. Software Acceptance Testing

All Financial Institution-provided software and platform services are subject to acceptance testing unless otherwise stated in the solicitation documents or applicable Statement of Work. GoTriangle may establish reasonable testing procedures to verify compliance with specifications and warranties. GoTriangle shall notify Financial Institution in writing within thirty (30) days following installation if such software is not accepted.

#### 33.3. Non-Conforming Deliverables

Notices of non-acceptance shall include a reasonable description of the deficiencies. Acceptance shall not be unreasonably withheld; however, final acceptance is conditioned upon successful completion of applicable inspection and testing.

#### 33.4. Remedies

If any Deliverable fails to meet specifications or acceptance criteria, GoTriangle may require correction, replacement, or re-performance. If Financial Institution fails to timely cure such deficiencies, GoTriangle may terminate the applicable order or Agreement and procure replacement services, and Financial Institution shall be liable for any excess costs incurred.

## 34. Patent, Copyright and Trade Secret Protection

### 34.1. Financial Institution Technology

The Financial Institution retains ownership of its pre-existing materials, concepts, methods, techniques, software, and tools developed independently of this Contract (“FI Technology”). To the extent FI Technology is incorporated into any Services or Deliverables, the Financial Institution grants GoTriangle a royalty-free, fully paid, worldwide, perpetual, irrevocable, non-exclusive license to use, copy, modify, and distribute such FI Technology as necessary for GoTriangle’s internal governmental purposes. No Deliverable shall be subject to any restriction that limits GoTriangle’s use for its intended purpose.

### 34.2. GoTriangle Materials; Work Product

All data, materials, specifications, and information provided by GoTriangle shall remain the exclusive property of GoTriangle. All Deliverables and work product created specifically for GoTriangle under this Contract shall be deemed works made for hire to the fullest extent permitted by law and shall be owned exclusively by GoTriangle. To the extent any such Deliverables do not qualify as works made for hire, the Financial Institution hereby irrevocably assigns all right, title, and interest in such Deliverables to GoTriangle. The Financial Institution shall have no rights to use GoTriangle data or Deliverables except as strictly necessary to perform the Services.

### 34.3. Intellectual Property Indemnification

The Financial Institution shall defend, indemnify, and hold harmless GoTriangle and its trustees, officers, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable attorneys’ fees) arising out of or related to any claim that the Services, Deliverables, or any software or systems provided under this Contract infringe or misappropriate any patent, copyright, trademark, or trade secret. This obligation applies regardless of whether the Financial Institution is the original developer and includes third-party products or services provided through the Financial Institution.

### 34.4. Defense and Control

The Financial Institution shall assume full control of the defense and settlement of any such claim, provided that:

34.4.1. GoTriangle provides prompt written notice of the claim; and

34.4.2. No settlement shall impose any obligation or admission on GoTriangle without its prior written consent.

GoTriangle reserves the right to participate in the defense with counsel of its choosing at its own expense.

#### 34.5. Infringement Remedies

If any Services or Deliverables are, or are likely to become, subject to an infringement claim, the Financial Institution shall, at its sole expense and without interruption to GoTriangle's operations:

- 34.5.1. Procure for GoTriangle the right to continue using the affected Services or Deliverables;
- 34.5.2. Replace or modify them to be non-infringing while maintaining full functionality; or
- 34.5.3. If neither (1) nor (2) is commercially reasonable, promptly refund all amounts paid and reimburse GoTriangle for reasonable replacement costs.

If use of the affected Services or Deliverables is enjoined or materially impaired, GoTriangle may terminate the Contract, in whole or in part, without penalty, and the Financial Institution shall promptly refund all amounts paid for the impacted Services or Deliverables.

#### 35. Service Organization Report Requirement

Financial Institution is considered a "Service Organization" with respect to the Services provided under this Agreement and shall obtain, maintain, and provide to GoTriangle annual Service Organization Control (SOC) reports for the duration of the Contract.

Financial Institution shall provide a SOC 2 Type II report covering the Trust Services Criteria of Security, Availability, Processing Integrity, and Confidentiality for all systems and services relevant to the Services. Where Financial Institution performs financial transaction processing or related financial services, Financial Institution shall also provide a SOC 1 Type II report.

All SOC reports shall be prepared by an independently certified public accountant in accordance with applicable AICPA attestation standards and shall cover a period of not less than twelve (12) months. Financial Institution shall provide each report to GoTriangle within thirty (30) days of issuance.

If any SOC report identifies material exceptions or control deficiencies, Financial Institution shall provide a written corrective action plan, including remediation timelines, subject to GoTriangle's review.

If a SOC report does not cover the entire Contract period, Financial Institution shall provide a bridge letter from its Service Auditor covering the gap period.

Financial Institution shall transmit all reports and bridge letters securely to GoTriangle's designated representative. GoTriangle may use such reports for audit, compliance, and risk management purposes and may request reasonable clarification or supporting information related to the reports.

## 36. Data Security

### 36.1. Ownership and Protection

GoTriangle Data is and shall remain the sole property of GoTriangle. Financial Institution shall protect GoTriangle Data against unauthorized access, use, disclosure, alteration, loss, or destruction.

Financial Institution shall access GoTriangle Data only as necessary to perform the Services or as expressly authorized in writing by GoTriangle.

### 36.2. Safeguards and Controls

Financial Institution shall implement and maintain appropriate administrative, physical, and technical safeguards consistent with industry standards (including NIST SP 800-53 or equivalent) to protect GoTriangle Data.

Such safeguards shall include, at a minimum:

36.2.1. Role-based access controls

36.2.2. Audit logging (retained for at least 12 months)

36.2.3. Encryption of non-public data in transit (TLS 1.2 or higher)

36.2.4. Encryption of sensitive data at rest using FIPS 140-3 validated cryptography

Financial Institution shall maintain written security policies and provide them to GoTriangle upon reasonable request.

### 36.3. Data Location and Access

GoTriangle Data shall be stored and processed within the United States unless otherwise approved in writing by GoTriangle. Remote access from outside the United States is prohibited without prior written approval.

### 36.4. Breach Notification

Financial Institution shall notify GoTriangle without unreasonable delay, and in no event later than twenty-four (24) hours after discovery of a Security Breach involving GoTriangle Data.

Financial Institution shall:

36.4.1. Investigate the incident and determine scope and impact

36.4.2. Provide a written incident report and remediation plan

36.4.3. Cooperate fully with GoTriangle in investigation and response activities

GoTriangle shall determine all external notification requirements; however, Financial Institution shall reasonably cooperate in such notifications.

36.5. Incident Response and Costs

Financial Institution shall be responsible for reasonable costs directly attributable to a Security Breach caused by Financial Institution's negligence or failure to comply with this Agreement, including forensic investigation, notification, and remediation costs.

36.6. Monitoring and Audit

Upon reasonable request, Financial Institution shall provide GoTriangle access to relevant security logs and compliance information necessary to verify Financial Institution's compliance with this Agreement.

36.7. Business Continuity and Disaster Recovery

Financial Institution shall maintain documented business continuity and disaster recovery plans and shall restore Services and GoTriangle Data in accordance with agreed RTO/RPO requirements under the SLA.

Financial Institution shall notify GoTriangle within twenty-four (24) hours of any material service disruption or catastrophic failure affecting GoTriangle Data.

36.8. Data Return and Destruction

Upon termination or request, Financial Institution shall return GoTriangle Data in a usable format and provide transition assistance for up to ninety (90) days.

Upon completion of transition, Financial Institution shall securely delete GoTriangle Data in accordance with NIST SP 800-88 and provide written certification of destruction.

36.9. Compliance

Financial Institution shall comply with applicable laws and industry standards, including but not limited to:

36.9.1. North Carolina DIT security policies

36.9.2. PCI DSS (if applicable)

36.9.3. FFIEC guidance (if applicable)

36.9.4. HIPAA, CJIS, FERPA (if applicable)

36.9.5. North Carolina Identity Theft Protection Act

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## Instructions to Offerors

### 1. Anticipated Procurement Schedule

RFP Issue Date:	<u>04/14/2026</u>
Pre-Offer Conference:	<u>Pre-Offer conference will not be conducted</u>
Requests For Clarification Due:	<u>04/28/2026 before 2:00 PM local NC time</u>
Exceptions to Terms and Conditions, if applicable:	<u>04/28/2026 before 2:00 PM local NC time</u>
Final Addendum Published, if applicable:	<u>05/12/2026</u>
Proposal Due Date and Time:	<u>05/26/2026 before 2:00 PM local NC time</u>
Proposal Evaluation:	<u>05/26/2026 - 06/09/2026</u>
Demonstartions, Negotiations and BAFO:	<u>06/09/2026 - 06/23/2026</u>
Notice of Intent to Award:	<u>06/23/2026</u>
Contract Execution:	<u>Upon GoTriangle's Board approval</u>

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

### 2. Questions and Clarifications

- 2.1. Offerors shall submit all questions or requests for clarification regarding this Solicitation in writing to the Procurement Officer, Dean Nunnally, at [DNunnally@gotriangle.org](mailto:DNunnally@gotriangle.org) no later than the "Requests for Clarification Due Date" identified in Section 1 (Anticipated Procurement Schedule). Each inquiry shall clearly reference the applicable Solicitation page number and section.
- 2.2. During the procurement process, Offerors are prohibited from contacting any GoTriangle employee, agent, or representative other than the Procurement Officer regarding this Solicitation. Any unauthorized contact may result in disqualification of the Offeror.
- 2.3. Offerors shall not rely on verbal or email responses to inquiries. Such responses do not constitute official modifications to the Solicitation. Only written addenda issued by the Procurement Officer and posted on GoTriangle's website shall modify the terms,

conditions, or requirements of this Solicitation. It is the responsibility of each Offeror to periodically review GoTriangle's website for issued addenda.

### 3. Pre-Offer Conference

No pre-offer conference will be conducted for this Solicitation. Offerors are encouraged to submit any questions in accordance with Section 2 (Questions and Clarifications).

### 4. Addenda

- 4.1. Any modifications to this Request for Proposals (RFP) shall be made by written addenda issued by GoTriangle. Upon issuance, such addenda shall become an integral part of the RFP and shall take precedence over any inconsistent or conflicting provisions contained in prior versions of the RFP. Addenda will be made available for download on GoTriangle's website in the same manner as the original RFP document at <https://gotriangle.org/procurement>
- 4.2. It is the responsibility of each Offeror to periodically review GoTriangle's website for any issued addenda and to ensure that all such addenda are considered in the preparation of their proposal.
- 4.3. Offerors shall acknowledge receipt of all addenda by listing each addendum separately on Attachment A (Offeror Form). Failure to properly acknowledge all issued addenda may result in the proposal being deemed non-responsive and excluded from further consideration.

### 5. Exceptions to Terms and Conditions

- 5.1. The terms and conditions contained in this Solicitation shall be incorporated into and made a part of any contract resulting from this Solicitation. Any exceptions to these terms and conditions must be requested in advance of the proposal due date. The successful Offeror shall not be permitted to make any changes or modifications to the terms and conditions unless such exceptions were submitted in writing as specified herein and expressly approved in writing by GoTriangle.
- 5.2. Offerors requesting exceptions shall complete Attachment I-1 (Exception Form) and submit it via email to the Procurement Officer, Dean Nunnally, at [DNunnally@gotriangle.org](mailto:DNunnally@gotriangle.org) no later than the "Exceptions to Terms and Conditions" date identified in Section 1 (Anticipated Procurement Schedule).
- 5.3. Any exceptions submitted after the specified deadline, or included elsewhere in the proposal (including, but not limited to, preprinted or standard terms and conditions),

shall be deemed void, shall not be considered, and shall have no force or effect on any resulting contract.

- 5.4. GoTriangle will review all timely submitted exception requests and will make a reasonable effort to provide written responses to Offerors prior to the Solicitation due date and time.

## 6. Proposal Content

Proposals shall be presented in a clear, comprehensive, and concise manner and must follow the prescribed format and order outlined in this Solicitation. To facilitate an objective evaluation and comparison of qualifications, Offerors shall adhere strictly to the required organization and content. Proposals shall be prepared in a straightforward and economical manner, providing only the information necessary to address the requirements of this Solicitation. Materials not specifically requested at each stage of the selection process will not be considered and shall not be submitted.

All proposals shall present the most advantageous terms available to GoTriangle for the provision of banking services, taking into consideration pricing, service quality, financial stability, security controls, and overall technical capability.

The Offeror shall limit their submissions to the following information:

- 6.1. Cover sheet listing the Offeror's name, RFP title and number, and date of submission, as well as a table of contents outlining the organization of the proposal.
- 6.2. The Offeror shall:
  - 6.2.1. Provide statement confirming that the Offeror meets ALL of the qualifying criteria set forth in the Scope Of Work section 2. Minimum Qualifications and Mandatory Requirements, as of the date of proposal submission and will remain in compliance for the duration of any resulting contract. *(NTE 1 page)*
  - 6.2.2. Acknowledge that any misrepresentation or false certification may result in disqualification from the procurement process, termination of any resulting contract, and any other remedies available under law. *(NTE 1 page)*
  - 6.2.3. Provide example of Offeror's business continuity and disaster recovery policies and procedures, including defined recovery objectives (RTO and RPO), and evidence of recent testing. Documentation should demonstrate compliance with applicable banking regulations and industry standards. *(No page limit)*

- 6.3. Confirm that at a minimum the Offeror can provide services outlined in the Scope Of Services section 3. Core Banking Services. *(NTE 1 page)*
  - 6.3.1. Provide a list of all ERP systems with which the Financial Institution has successfully implemented integrations (e.g., Microsoft Dynamics 365, SAP, Oracle, Workday, or others). *(NTE 1 page)*
- 6.4. Confirm that at a minimum the Offeror can provide services outlined in the Scope Of Services section 4. Deposits, *(NTE 1 page)*.
  - 6.4.1. Provide details of the RDC software platform, including:
    - a. Whether it is browser-based or requires local installation, and a description of core functionalities (e.g., image capture, batch processing, duplicate detection, error correction);
    - b. Security features, including encryption standards, user authentication methods, access controls, and compliance with applicable banking and data security standards;
    - c. Integration capabilities with other financial systems, including file formats, APIs, and data transmission methods;
    - d. Deposit processing timelines, cut-off times, and funds availability;
    - e. Ongoing support, including equipment maintenance, software updates, and help desk services. *(NTE 5 pages for items a – e)*
- 6.5. Confirm that the Offeror can provide services outlined in the Scope Of Services section 5. Online Services. *(NTE 1 page)* Additionally:
  - 6.5.1. Confirm if the Offeror's platform has the capability to support the process outlined in the Scope Of Services section 1.1.3(a). *(NTE 1 page)*
  - 6.5.2. Describe Offeror's process and security protocol for the multi-factor authentication, encryption, and monitoring online transactions. *(NTE 5 pages)*
- 6.6. Confirm that the Offeror can provide services outlined in the Scope Of Services section 6. Wholesale Lockbox Service. *(NTE 1 page)*
- 6.7. Confirm that the Offeror's platform has the reporting capabilities described in Scope Of Services section 7. Reporting and Statements. *(NTE 1 page)*
  - 6.7.1. If not, please describe your alternative solution. *(NTE 5 pages)*

- 6.8. Confirm that the Offeror's has the capability to provide a Fraud Prevention and Risk Mitigation Support described in Scope Of Services section 8. *(NTE 1 page)*
- 6.9. Describe Offeror's proposed transition approach, including the implementation timeline, teams involved, post-transition handoff, and ongoing customer service and support model. Refer to the Scope of Work section 9. Implementation and Customer Service. *(NTE 10 pages)*
  - 6.9.1. Provide an organizational chart identifying key personnel who will be involved in the transition and ongoing support. *(No page limit)*
  - 6.9.2. Provide resumes for all key personnel assigned to this engagement, highlighting relevant experience and qualifications. *(No page limit)*
- 6.10. Confirm that the Offeror has the capability to meet the Service Levels (Business Continuity and Disaster Recovery) outlined in the Scope of Services section 10. *(NTE 1 page)*
  - 6.10.1. If not, please explain. *(NTE 5 pages)*
- 6.11. Confirm that the Offeror has the capability to meet the requirements outlined in the Scope of Services section 11. Information Security Program *(NTE 1 page)*
  - 6.11.1. If not, please explain. *(NTE 5 pages)*
- 6.12. Describe Offeror's Pcard Program offering. *(NTE 5 pages)*
- 6.13. Describe Offeror's real-time check validation service. *(NTE 2 pages)*
- 6.14. Describe if the Offeror provides secure armored transport services. *(NTE 2 pages)*
- 6.15. Provide a list of governmental entities that the Offeror has provided services for. Include entity name and type, services provided, and length of relationship. *(NTE 1 page)*
- 6.16. Offeror shall provide:
  - 6.16.1. Long-term and short-term ratings for the bank and the holding company from Fitch, Moody's, and/or Standard & Poor's. *(No page limit)*
  - 6.16.2. Copies of the most Form 10-K and Form 10-Q filings. *(No page limit)*
- 6.17. Completed Attachment A - Offeror Form
- 6.18. Completed Attachment B - Cost Proposal
- 6.19. Completed Attachment C - Minimum Insurance Requirements

- 6.20. Completed Attachment D - E-Verify Employer Compliance Statement
- 6.21. Completed Attachment E - Iran Divestment Act Certification
- 6.22. Completed Attachment F - Boycott of Israel Divestment Act Certification
- 6.23. Completed Attachment G - Certification Regarding Conflict of Interest
- 6.24. Completed Attachment H - Statement of Non-Collusion
- 6.25. Completed Attachment I - Conformance Statements
- 6.26. Completed Attachment I1 - Exceptions Form, if applicable
- 6.27. Completed Attachment J - Offeror References
- 6.28. Completed Attachment K - Statement of Judgments
- 6.29. Completed Attachment L - Responsiveness and Responsibility Statement
- 6.30. Completed Attachment M - RFP Response Checklist

## 7. Proposal Submittal

Prospective Offerors shall submit proposals **by email** to the the Procurement Officer Dean Nunnally at [DNunnally@gotriangle.org](mailto:DNunnally@gotriangle.org), no later than the “Proposal Due Date and Time” date identified in Section 1 (Anticipated Procurement Schedule). No other format will be accepted.

The email Subject line shall be as follows:

**Offeror’s Company Name - PROPOSAL - RFP No. 26-029, Banking Services**

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.

## 8. Selection Procedures

- 8.1. GoTriangle will make the award to the responsive and responsible Offeror whose proposal is most advantageous to GoTriangle and offer the “Best Value”.
- 8.2. GoTriangle may waive any irregularities in any Proposal that does not prejudice other Offerors. GoTriangle further reserves the right to negotiate with any Offeror whatsoever. A Contract may be negotiated with the Offeror whose proposal is considered by GoTriangle in its sole discretion to be most advantageous to GoTriangle.
- 8.3. No Offeror shall have any cause of action against GoTriangle arising out of the methods by which Proposals are evaluated. The selection of the successful Offeror shall be at the sole discretion of GoTriangle.
- 8.4. A Offeror'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 Offeror of the conditions contained in this RFP unless clearly and specifically noted in the Financial Institution’s submittal and confirmed in the Contract between GoTriangle and the selected Offeror.
- 8.5. 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	Weight
1	Experience and Qualifications	25%
2	Technical Approach and Core Banking Services	20%
3	Implementation and Transition Approach	20%
4	Customer Service and Ongoing Support	20%
5	Cost Proposal	15%

- 9.2. The Evaluation Committee, comprised of GoTriangle stakeholders, will review all proposals. All proposals will be initially classified as being responsive or non-responsive. If an Offeror is found non-responsive, it will not be considered further. All responsive proposals 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 permitted only with prior written approval by GoTriangle. The Financial Institution shall remain fully responsible for all subcontracted services.

## 12. Modification and Withdrawal of Proposals

- 12.1. Offeror may without prejudice, modify or withdraw its proposal by written request provided that such request is received by GoTriangle no later than 24 hours prior to the time and date that proposals are due.
- 12.2. 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.

## 13. Proposal Rejection / Reserved Rights

- 13.1. 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.
- 13.2. 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.

## 14. News Releases

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

## 15. Identifying Conflicts of Interest

### 15.1. Duty to Disclose Potential Conflicts of Interests

15.1.1. 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.

15.1.2. 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.

### 15.2. 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.

### 15.3. 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.

## 16. Protest Procedures

### 16.1. 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.

## 16.2. 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.

## 16.3. 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.

## 16.4. 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.

## 16.5. 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.

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## **ATTACHMENTS**



## Attachment A - Offeror Form

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

### Instructions

The Financial Institution shall provide pricing based on the average service volumes provided in the RFP's **Exhibit A - Avegare Banking Services Volume**.

These volumes are provided for evaluation purposes only.

Offerors shall submit pricing using their standard commercial pricing methodology, including applicable service fee schedules, per-item charges, and any account analysis structure typically used by the Financial Institution.

For evaluation purposes only, GoTriangle will convert submitted pricing into a standardized monthly cost based on the estimated volumes provided.

Optional services shall be priced separately as outlined below.

GoTriangle shall not be responsible for any implementation, onboarding, integration, training, conversion, or transition costs.

### 1. Core Banking Services Pricing Structure

The Financial Institution shall provide pricing consistent with its standard account analysis methodology, including all applicable unit pricing, service charges, and/or bundled service components.

Pricing shall include, at a minimum, the following components:

- Account analysis methodology (including any earnings credit application, if applicable)
- Per-item or per-transaction fees for all services listed in the Scope of Services
- Any monthly account maintenance or base charges
- Any platform or treasury management access fees
- Any service-level or usage-based charges associated with the services listed below:
  - ACH origination and processing (credits, debits, returns, NACHA files)
  - Wire transfers (domestic and international, incoming and outgoing)
  - Positive Pay and fraud prevention tools
  - Online banking platform access and administration

- Lockbox services
- Remote Deposit Capture (RDC)
- Standard reporting, statements, and data delivery
- ERP integration support (Microsoft Dynamics 365 or successor systems)
- Customer service and treasury management support
- Standard account reconciliation services

**Required Monthly Cost Estimate (For Evaluation Only)**

Using the estimated volumes provided in the RFP’s Exhibit A - Avegare Banking Services Volume, the Financial Institution shall calculate and provide a total estimated monthly cost for Core Banking Services, inclusive of all applicable fees and credits.

Core Banking Services (For Evaluation Only)	
Calculated Estimate Monthly Cost Based on Exhibit A - Avegare Banking Services Volume	\$

**2. Earnings Credit Rate (ECR) – If Applicable**

If applicable, the Financial Institution shall provide:

**Earnings Credit Rate (ECR):** \_\_\_\_\_ %

Methodology for calculating earnings credit including eligible balances and application timing:

All earnings credit calculations shall be clearly reflected in monthly account analysis statements.

### 3. Optional / Separate Service Pricing

Description	Cost
-------------	------

<b>Purchasing Card (P-Card) Program Based on RFP Average Volume</b>	
Monthly Program Fee (if applicable)	\$
Per Card Fee	\$
Transaction Fee (if applicable)	\$
Other Fees (describe)	\$
Total	\$

<b>Check Validation Services (Optional)</b>	
Per Transaction / Validation Fee	\$
Other Fees (if applicable; describe)	\$
Total	\$

<b>Armored Transportation Services (Optional)</b>	
Per Pickup Fee (by location or route)	\$
Total	\$

#### 4. Implementation, Conversion, and Transition Costs

All implementation, onboarding, conversion, integration, training, testing, and transition activities shall be provided at no cost to GoTriangle.

This includes, but is not limited to:

- Account setup and configuration
- Data conversion and migration
- ERP integration (including Microsoft Dynamics 365 or successor systems)
- Positive Pay setup and testing
- Remote Deposit Capture setup and equipment
- Lockbox implementation
- Parallel testing and cutover support
- Staff training and documentation
- Project management and implementation oversight
- Any other activities required to achieve full operational readiness

#### Confirmation of No Cost to GoTriangle

The Financial Institution confirms that all implementation and transition costs are fully included at no cost to GoTriangle.

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Company Name

Signature & Date

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Name and Title of Authorized Signee



## Attachment C – Minimum Insurance Requirements

### 1. Definitions

- 1.1. “Financial Institution” 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. Financial Institution shall secure and maintain at its own expense each type of insurance, with the applicable minimum coverage limits, as specified in this Exhibit. Financial Institution shall secure the required insurance policies prior to performing any work, activity, or service under this Contract. Financial Institution 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 Financial Institution is primary insurance and shall not be considered contributory with any insurance carried by GoTriangle. In the event that any portion of Financial Institution’s obligations under this Contract are subcontracted by Financial Institution, then Financial Institution shall require each subcontractor to secure and maintain insurance satisfying the requirements of this Exhibit, or in the alternative, Financial Institution 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 Financial Institution of Financial Institution’s other obligations as stated elsewhere in this Contract.

3. Commercial General Liability. Financial Institution 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. Financial Institution 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. Financial Institution 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.** Financial Institution shall secure and maintain Umbrella or Excess Liability insurance on a “following form” basis with limits of not less than Five Million Dollars (\$5,000,000) per occurrence and in the aggregate, providing excess coverage over Financial Institution’s primary insurance policies, including Commercial General Liability, Automobile Liability, Employer’s Liability, Cyber Liability, and Crime/Fidelity coverage, as applicable.

Such coverage shall be primary and non-contributory with respect to GoTriangle.

7. **Professional Liability.** Financial Institution shall maintain Professional Liability Insurance (Errors and Omissions) and/or Financial Institution Professional Liability coverage (or equivalent coverage appropriate to banking and financial services operations) covering acts, errors, omissions, negligence, and failure to perform professional services under this Contract.

Coverage shall be maintained during the term of the Contract and for a minimum of three (3) years following termination or expiration, with limits of not less than Five Million Dollars (\$5,000,000) per claim and in the annual aggregate, or commercially reasonable equivalent..

8. **Privacy and Network Liability (Cyber).** Financial Institution shall secure and maintain Privacy and Network Liability (Cyber) insurance on an occurrence or claims-made basis, with limits of not less than Five Million Dollars (\$5,000,000) per occurrence and in the annual aggregate, or such higher limits as required by applicable law or industry standard for similarly situated financial services providers.

Such coverage shall be primary and non-contributory and shall include, at a minimum, coverage for:

- 8.1. Network security and privacy liability, including unauthorized access, disclosure, alteration, or destruction of data;
- 8.2. Data breach response and notification costs, including forensic investigation, legal expenses, credit monitoring, and regulatory response;
- 8.3. Cyber extortion and ransomware events, including ransom payments where legally permissible, system restoration, and related recovery costs;
- 8.4. Business interruption and system downtime, including loss of income, service disruption, and operational recovery costs resulting from a cyber incident affecting Financial Institution systems or services used to support GoTriangle;
- 8.5. Social engineering fraud, including fraudulent inducement, impersonation schemes, and deception-based payment instructions;
- 8.6. Funds transfer fraud and payment instruction fraud, including unauthorized or fraudulent ACH, wire transfer, book transfer, or other electronic payment activity, whether arising from external attack or internal control failure; and
- 8.7. Regulatory defense and penalties coverage, to the extent insurable under applicable law, arising from violations of privacy, cybersecurity, or data protection laws.

9. **Crime / Financial Institution Bond**

Financial Institution shall maintain a Crime Insurance and/or Financial Institution Bond covering losses arising from:

- 9.1. Employee dishonesty
- 9.2. Forgery or alteration
- 9.3. Computer fraud and cybercrime
- 9.4. Funds transfer fraud
- 9.5. Social engineering fraud
- 9.6. Theft, disappearance, or destruction of money, securities, or property

Coverage shall be maintained in an amount not less than Five Million Dollars (\$5,000,000) per occurrence and in the aggregate, or such higher amount as is commercially reasonable for institutions of similar size and scope.

10. Other Terms

- 10.1. Qualified Insurers. Financial Institution 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.
- 10.2. 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.
- 10.3. 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.
- 10.4. Notice to GoTriangle. If any required coverage lapses for any reason, Financial Institution 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.
- 10.5. Claims-made Insurance. If any insurance policy required by this Exhibit is secured on a claims-made basis, then such policy shall provide that:
  - 10.5.1. The retroactive date shall coincide with or precede Financial Institution’s commencement of performance under this Contract (including subsequent policies purchased as renewals or replacements);
  - 10.5.2. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;
  - 10.5.3. Financial Institution shall maintain similar insurance under the same terms and conditions for at least 3 years following completion of all performance under this Contract; and
  - 10.5.4. If insurance is terminated for any reason, Financial Institution shall purchase an extended reporting provision of at least 3 years to report claims arising from Financial Institution’s performance.

- 10.6. Deductibles and Self-insured Retention. GoTriangle will review all deductible and self-insured retention (SIR) amounts and may require Financial Institution 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 Financial Institution.
- 10.7. Certificates of Insurance. Before commencing performance under this Contract, for each required policy Financial Institution shall furnish a certificate of insurance (COI) to GoTriangle that demonstrates coverage in compliance with the requirements of this Exhibit and includes the following:
- 10.7.1. Effective and expiration dates of the policy
  - 10.7.2. Amount of any deductible or self-insured retention
  - 10.7.3. Any exclusions to the policy which are not part of the standard form
  - 10.7.4. Reference to GoTriangle Contract Number identified on the first page of this Exhibit
  - 10.7.5. 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.

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Company Name

Signature & Date

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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 Financial Institution and the Financial Institution's subcontractors comply with the E-Verify requirements of Article 2 of Chapter 64 of the NC General Statutes.

Financial Institution, 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 NCSL 213-418 to use E-Verify. Yes, we comply.**

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Company Name

Signature & Date

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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 stated on this form, the Financial Institution 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 Financial Institution or bidder/offeror named below to make the foregoing statement.

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>

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Company Name

Signature & Date

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Name and Title of Authorized Signee



## Attachment F - Boycott of 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. §147-86.81et seq.

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Company Name

Signature & Date

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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 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:

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Proposed Remedy:

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Company Name

Signature & Date

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Name and Title of Authorized Signee



## Attachment H - Statement of Non-Collusion

**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:**

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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.

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Company Name

Signature & Date

---

Name and Title of Authorized Signee



## Attachment I - Conformance Statements

**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.*

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Company Name

Signature & Date

---

Name and Title of Authorized Signee



## **Attachment I-1 - Exceptions Form**

**UPLOADED AS SEPARATE EXCEL DOUMENT**



## Attachment J - Offeror References

Provide a minimum of **three (3) references** for current or recent clients (within the past five years) for whom the Offeror has provided services similar in scope, size, and complexity to those described in this RFP.

Client organization name:
Facility type and size:
Scope of services provided and duration:
Primary contact name & title:
Email address & phone number:

Client organization name:
Facility type and size:
Scope of services provided and duration:
Primary contact name & title:
Email address & phone number:

Client organization name:
Facility type and size:
Scope of services provided and duration:
Primary contact name & title:
Email address & phone number:

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Company Name

---

Signature & Date

---

Name and Title of Authorized Signee



## Attachment K - Statement of Judgments

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

1. Has the Offeror had any judgments entered against them within the past five (5) years? Yes  No
2. Is the Offeror currently involved in any pending litigation related to professional conduct or services? Yes  No
3. Has the Offeror had any public sector / government contracts terminated for cause or for convenience within the past five (5) years? Yes  No
4. Has the Offeror 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 Offeror 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

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

By submission of a proposal in response to this Request for Proposal (RFP), the undersigned confirms that the Offeror is responsive and responsible and that:

1. The Offeror has the experience, capability, resources, and sufficient qualified personnel to perform the work required by this RFP in a timely manner and in accordance with applicable professional standards, and will devote such resources as necessary for proper performance. Yes  No
2. The Offeror has examined all specifications, instructions, terms, and conditions of the RFP; has investigated the scope of work and conditions affecting performance; and assumes full responsibility for performance of the work and all risks associated therewith. Yes  No
3. The Offeror is able to comply with all delivery schedules, milestones, and performance requirements, taking into consideration all existing commercial and governmental commitments. Yes  No
4. The Offeror has a satisfactory record of performance and maintains integrity and ethical business practices. Yes  No
5. The Offeror has the necessary organization, accounting systems, internal controls, and operational capacity to perform the contract. Yes  No

If the answer to any of the questions above is “**No**,” the Offeror must provide a written explanation for each applicable item. Please use additional pages and include in the submittal package.

The Offeror 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.

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Company Name

Signature & Date

---

Name and Title of Authorized Signee



## Attachment K - RFP Response Checklist

Document		Completed & Provided	
1.	Cover Sheet and Table of Content	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.	Minimum Qualifications and Mandatory Requirements	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.	Core Banking Services	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.	Deposits	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.	Online Services	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6.	Wholesale Lockbox Service	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7.	Reporting and Statements	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8.	Fraud Prevention and Risk Mitigation	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.	Implementation and Customer Service	Yes <input type="checkbox"/>	No <input type="checkbox"/>
10.	Service Levels (Business Continuity and Disaster Recovery)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
11.	Information Security Program	Yes <input type="checkbox"/>	No <input type="checkbox"/>
12.	Pcard Program Offering	Yes <input type="checkbox"/>	No <input type="checkbox"/>
13.	Check Validation Service	Yes <input type="checkbox"/>	No <input type="checkbox"/>
14.	Armored Transport Services	Yes <input type="checkbox"/>	No <input type="checkbox"/>
15.	Government Contracts (current or previous)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
16.	Credit Ratings and Financial Performance	Yes <input type="checkbox"/>	No <input type="checkbox"/>
17.	Attachment A - Offeror Form	Yes <input type="checkbox"/>	No <input type="checkbox"/>
18.	Attachment B - Cost Proposal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
19.	Attachment C - Minimum Insurance Requirements	Yes <input type="checkbox"/>	No <input type="checkbox"/>
20.	Attachment D - E-Verify Employer Compliance Statement	Yes <input type="checkbox"/>	No <input type="checkbox"/>
21.	Attachment E - Iran Divestment Act Certification	Yes <input type="checkbox"/>	No <input type="checkbox"/>
22.	Attachment F - Boycott of Israel Divestment Act Certification	Yes <input type="checkbox"/>	No <input type="checkbox"/>
23.	Attachment G - Certification Regarding Conflict of Interest	Yes <input type="checkbox"/>	No <input type="checkbox"/>
24.	Attachment H - Statement of Non-Collusion	Yes <input type="checkbox"/>	No <input type="checkbox"/>
25.	Attachment I- Conformance Statement	Yes <input type="checkbox"/>	No <input type="checkbox"/>
26.	Attachment I - 1 Exceptions Form (if applicable)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
27.	Attachment J – Offeror’s References	Yes <input type="checkbox"/>	No <input type="checkbox"/>
28.	Attachment K - Statement of Judgments	Yes <input type="checkbox"/>	No <input type="checkbox"/>
29.	Attachment J - Responsiveness and Responsibility Statement	Yes <input type="checkbox"/>	No <input type="checkbox"/>
30.	Attachment K - RFP Response Checklist	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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