



Request for Proposal (RFP) No. 1012-27-001 for Federal Lobbying Services Revised by Addendum One (1)

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

The Request for Proposal (RFP) document is available for download in the State of North Carolina electronic Vendor Portal <https://evp.nc.gov>, and on the GoTriangle's website: <https://gotriangle.org/procurement>

Publish Date: June 29, 2026

Pre-Offer Conference: A Pre-Offer Conference will not be held.

Submission Date & Time: **July 24, 2026, by 2:00 pm local NC time**

For detail timeline, refer to the Instructions to Offerors Section [1. Anticipated Procurement Schedule](#).

Via email to:

Submission Location: Dean Nunnally, Procurement Officer
Email: DNunnally@gotriangle.org

Instructions for preparing and submitting a proposal are provided in the Instructions to Offerors Section [4. Contents of Submittal](#) of this document. To be considered responsive and responsible, offerors must submit all required items specified in that section.

All Inquiries regarding this solicitation shall be submitted to:

Dean Nunnally, Procurement Officer at DNunnally@gotriangle.org or by phone at 919-485-7481

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

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I. Background

GoTriangle operates a system of regional fixed-route bus service, paratransit (GoTriangle ACCESS), vanpool, and rideshare-matching programs. It also performs regional planning, capital project delivery, and grants administration. GoTriangle is a direct recipient of federal financial assistance from the Federal Transit Administration (“FTA”) and a participant in the federal grants programs administered by the U.S. Department of Transportation (“USDOT”).

Federal programs and investments are key components of GoTriangle’s capital and operating budgets. The agency’s federal priorities during the anticipated contract term include, without limitation: (i) preservation and growth of formula funding under 49 U.S.C. §§ 5307, 5337, and 5339; (ii) competitive funding for fleet renewal and bus facility investment, including under the Bus and Bus Facilities Competitive Program (49 U.S.C. § 5339(b)) and the Low or No Emission Grant Program (49 U.S.C. § 5339(c)); (iii) support and potential pursuit of Capital Investment Grants (49 U.S.C. § 5309) funding for eligible fixed-guideway bus investments; (iv) Community Project Funding (congressional earmark) requests; and (v) other discretionary funding for which GoTriangle is or may become eligible.

The Infrastructure Investment and Jobs Act (Pub. L. 117-58), which authorizes federal surface transportation programs through fiscal year 2026, expires September 30, 2026. The anticipated contract term will span the next surface transportation reauthorization and multiple federal appropriations cycles.

II. Scope of Services

The Consultant shall have demonstrated success representing public transit agencies and local governments before the U.S. Congress, USDOT, FTA, and other federal departments and agencies whose decisions affect public transportation.

The Consultant shall perform the services described below at the direction of GoTriangle’s President and Chief Executive Officer (or designee), in coordination with GoTriangle’s Office of the General Counsel and grants administration staff.

The services described in this Scope of Work constitute the baseline services expected to be performed under the Contract and are compensated through the monthly retainer established in the Contract. GoTriangle may, from time to time, request additional services that are outside the scope of the baseline services described herein. Such additional services shall be authorized only upon mutual written agreement by both parties.

The Consultant shall demonstrate the experience, relationships, and capacity to deliver each of the following functions, and shall perform other related tasks reasonably requested by GoTriangle during the term. The tasks identified below are illustrative of the work expected under this engagement and are not exhaustive. Tasks include, but are not limited to, those listed below.

1. Strategic Federal Affairs Plan

- 1.1. Within sixty (60) days of the contract execution, deliver a written Federal Affairs Plan setting forth the Consultant's recommended strategy for the contract term, including identification of GoTriangle's federal funding priorities, key authorizing and appropriations milestones, target Members of Congress and committee staff, and target federal agency officials.
- 1.2. Update the Federal Affairs Plan at the convening of each new Congress and at the start of each federal fiscal year, and amend it as warranted by changes in administration, congressional leadership, FTA leadership, or GoTriangle's project and policy priorities.

2. Congressional Engagement

- 2.1. Maintain regular, substantive contact with the offices of the United States Senators from North Carolina; the Members of Congress representing GoTriangle's service area (currently the 2nd, 4th, and 13th Congressional Districts of North Carolina); any relevant Members of Congress representing districts adjacent to GoTriangle's service area (currently the 1st, 3rd, and 9th Congressional Districts of North Carolina); and the leadership and staff of the authorizing and appropriations committees of jurisdiction, including the Senate Committee on Banking, Housing, and Urban Affairs; the Senate Committee on Environment and Public Works; the Senate Committee on Commerce, Science, and Transportation; the House Committee on Transportation and Infrastructure; the Senate Appropriations Subcommittee on Transportation, Housing and Urban Development, and Related Agencies (THUD); and the House Appropriations Subcommittee on THUD.
- 2.2. Arrange, prepare for, and accompany GoTriangle's Board of Trustees, executive leadership, and staff at meetings in Washington, D.C., in-state, and in-district, including in connection with industry advocacy events such as the APTA Legislative Conference.
- 2.3. Draft and edit talking points, briefing memoranda, leave-behinds, follow-up correspondence, and other engagement materials for use by GoTriangle's principals.
- 2.4. Seek opportunities for GoTriangle representatives to testify before House and Senate committees and subcommittees on matters affecting public transportation in growing urban regions.

3. Surface Transportation Reauthorization

- 3.1. Develop and execute strategies and tactics to advance GoTriangle's priorities in the next surface transportation authorization (successor to the Infrastructure Investment and Jobs Act), including, without limitation: growth of formula funding to which GoTriangle currently receives; preservation and improvement of the Capital Investment Grants Program; preservation and growth of bus and bus facility funding programs; and policy changes

affecting GoTriangle's program eligibility, project delivery, and long-term financial sustainability.

- 3.2. Provide timely written analysis of introduced legislation, committee prints, manager's amendments, and conference reports, with specific assessments of impact on GoTriangle.
- 3.3. Coordinate with GoTriangle staff to develop and submit position letters, comments, witness testimony, and stakeholder coalition statements.

4. Annual Appropriations

- 4.1. Develop and execute strategies and tactics to support GoTriangle's annual appropriations objectives, including funding levels for FTA programs, protection of GoTriangle's formula apportionments, and pursuit of report language favorable to GoTriangle's interests.
- 4.2. Lead the preparation of and shepherd Member-sponsored Community Project Funding / Congressionally Directed Spending (congressional earmark) requests. Manage requests through each sponsoring office, monitor progress, and pursue retention in annual appropriations.
- 4.3. Track each appropriations cycle from President's Budget through enactment; provide GoTriangle with regular written briefings during active cycles; and identify advocacy opportunities at key decision points.

5. Competitive Discretionary Grant Programs

- 5.1. Identify and promptly brief GoTriangle on competitive federal funding opportunities relevant to its service area, capital program, and operating priorities, including, without limitation: Bus and Bus Facilities (49 U.S.C. § 5339(b)); Capital Investment Grants (49 U.S.C. § 5309); RAISE; and any other relevant successor or newly authorized programs or special funding opportunities.
- 5.2. Develop and execute strategies and tactics to maximize the competitiveness of GoTriangle applications, including, without limitation, securing congressional letters of support; arranging briefings with USDOT and FTA officials; assisting GoTriangle staff in interpreting evaluation criteria; and coordinating with peer agencies and stakeholder coalitions where doing so advances GoTriangle's interests.
- 5.3. Provide post-award support, including engagement with FTA on grant agreement negotiation, milestone management, and de-obligation risk.

6. Federal Agency Engagement

- 6.1. Maintain working relationships with senior officials at USDOT (Office of the Secretary), FTA (Administrator's office, Region IV office, and program offices), and other federal departments and agencies whose actions affect GoTriangle.
- 6.2. Arrange, prepare materials for, and accompany GoTriangle staff at meetings with federal agency officials; coordinate site visits by federal officials to the Research Triangle region; and pursue speaking, panel, and testimony opportunities at federal conferences and industry events.
- 6.3. Track and provide written analysis of federal regulatory actions affecting GoTriangle, including Notices of Funding Opportunity, proposed and final rulemakings, FTA Circulars, and FTA Dear Colleague Letters.

7. Political and Electoral Environment

- 7.1. Provide analysis, briefings, and semiannual reports on the political environment affecting federal transportation policy, including the implications of election cycles, changes in congressional leadership, committee composition, political appointees, and senior career staff of the executive branch.
- 7.2. Brief GoTriangle on post-election transitions; develop introduction strategies for new Members of Congress, new committee chairs, and new administration officials; and prepare orientation materials and engagement plans for GoTriangle's use.

8. Reporting and Communication

- 8.1. Provide a written monthly activity report to the Director of Policy and Strategic Initiatives summarizing meetings held, legislative and regulatory developments, deliverables produced and recommended next steps.
- 8.2. Develop briefing strategies and materials for the GoTriangle Board of Trustees and its committees at least annually, and at other times upon request.
- 8.3. Be reasonably available by phone and text message during business hours for time-sensitive matters, and present in person at GoTriangle facilities for planning and engagement at least twice per contract year.
- 8.4. Staff, schedule, and lead monthly check-in calls with GoTriangle conducted via Microsoft Teams; circulate proposed agendas to GoTriangle's Director of Policy and Strategic Initiatives no fewer than two (2) business days in advance of each call; and schedule additional calls as circumstances require.

9. Federal Lobbying Compliance

- 9.1. Cooperate with GoTriangle in the timely and accurate execution of GoTriangle's federal lobbying compliance obligations, including: (i) the certification and disclosure

requirements of 31 U.S.C. § 1352 (the “Byrd Amendment”) and the implementing USDOT regulations at 49 C.F.R. Part 20, including preparation of Standard Form LLL (“SF-LLL”) where required; (ii) GoTriangle’s annual FTA Certifications and Assurances; and (iii) lower-tier certification flow-down for subawards and contracts under covered federal actions.

- 9.2. As the registrant under the Lobbying Disclosure Act, 2 U.S.C. § 1601 et seq., timely file and maintain accurate LD-1 registration and LD-2 quarterly activity reports with the Secretary of the Senate and the Clerk of the U.S. House of Representatives and furnish GoTriangle with copies of all such filings within five (5) business days of submission.
- 9.3. Confirm with GoTriangle, at the time of any SF-LLL preparation and at the time of GoTriangle’s annual Certifications and Assurances submission, that the registrant, registered lobbyists, reported income, issues, and chambers and agencies contacted accurately reflect the engagement.
- 9.4. Maintain records related to the services provided under the contract for the period required by 2 C.F.R. § 200.334 (currently three (3) years from the date of submission of the final financial report on the related federal award, subject to extensions for audit, litigation, or claim) and as otherwise required by GoTriangle policy and applicable law.

10. Personnel

- 10.1. The Consultant shall designate a principal-in-charge (“Principal-in-Charge”) and shall identify each registered lobbyist and other personnel assigned to the engagement. Each registered lobbyist assigned to the engagement shall be in compliance with the Lobbying Disclosure Act and registered, or eligible to register, on GoTriangle’s behalf. The Principal-in-Charge and the registered lobbyists assigned to the engagement shall not be substituted or removed without GoTriangle’s prior written consent.
- 10.2. The Consultant shall maintain an office in the Washington, D.C. metropolitan area sufficient to permit timely in-person engagement with Members of Congress, committee staff, and federal agency officials.

11. Conflicts of Interest

The Consultant shall disclose to GoTriangle, at the commencement of the engagement and on an ongoing basis during the term, any representation that may give rise to an actual or apparent conflict of interest with GoTriangle’s federal priorities.

Disclosable representations include, without limitation:

- 11.1. Other clients with overlapping or competing applications in any competitive federal program for which GoTriangle has applied or intends to apply during the contract term;
- 11.2. Competing transit or transportation projects within the State of North Carolina and nationally; and

- 11.3. Interests adverse to GoTriangle in any federal regulatory or legislative matter. The Consultant shall propose, and GoTriangle in its sole discretion shall accept or reject, any conflict mitigation measures.

END OF SECTION

III. Terms and Conditions

1. Services

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

2. Contract Term

The term of the resulting contract shall begin on the date of execution and continue for an initial period of **two (2) years**, unless canceled, terminated, or otherwise extended as permitted.

3. Invoicing and Compensation

- 3.1. The Contractor shall be compensated through a fixed monthly retainer for the performance of the baseline services described in the Scope of Work. Additional services requested by GoTriangle that are outside the baseline Scope of Work or that require substantial additional effort shall be subject to prior written authorization and compensated on a milestone or deliverable basis as mutually agreed by the parties through a contract amendment or task authorization.
- 3.2. Contractor shall submit an original invoice in a form satisfactory to GoTriangle and shall reference this Contract Number **1012-27-001**. Invoices shall be submitted in an electronic form to the following address: invoice@gotriangle.org.
- 3.3. GoTriangle will forward payments of Contractor's invoices to the "remit to" address on the invoice which has been approved for payment.
- 3.4. GoTriangle may withhold full or partial payment of any invoice as GoTriangle deems necessary due to:
 - 3.4.1. Non-satisfaction of Services that are not remedied;
 - 3.4.2. Third-party claims filed or information in possession of GoTriangle reasonably indicating probable filing of such claims;
 - 3.4.3. Damage to GoTriangle or another party for which Contractor is partially or wholly responsible;

3.4.4. Persistent failure to carry out the Services in accordance with this Agreement.

3.5. In the event any full or partial payment is withheld, full payment shall be made when the offending condition is cured.

4. Changes in the Services

Only a Contract Amendment signed by duly authorized representatives of both parties, can modify the Contract, as long as it does not change the Contract's general scope. Purported changes to the Contract by an unauthorized person or made unilaterally by the Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.

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 Contractor, its subcontractors, this Agreement or the proceeds thereof. Contractor shall not, directly or indirectly, offer to the aforementioned individuals, nor shall such individuals accept from Contractor, gifts, gratuities, favors, or anything of monetary value.

6. Contract Termination

6.1. Termination for Convenience

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

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

6.1.2. Upon receipt of a written notice of termination for any of the above conditions Contractor shall immediately discontinue all Services affected, unless the notice directs otherwise.

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

Services covered by the Stop Work Order and take all reasonable steps to minimize the incurring of costs allocated to the portion of the Services covered by such Stop Work Order. Within the period, GoTriangle will deliver to Contractor either (i) a notice that the Stop Work Order is canceled, and authorization for the Services to recommence 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 Contractor through the date of termination.

6.2. Termination For Default

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

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

- 6.2.2. In the event of a default or breach, GoTriangle will provide a written notice to the Contractor, specifying the nature of the breach and stating that, the Contractor has ten (10) days (or such additional time as the Contracting Officer authorizes, to cure the breach ("Notice to Cure"). If the Contractor fails to cure the breach in the time specified in the Notice to Cure, GoTriangle may terminate the Contract, in whole or designated part, for default in accordance with the provisions of this Contract, by a written "Notice of Default" to the Contractor.

- 6.2.3. Upon receipt of a "Notice of Default," the Contractor shall immediately cease performance of the work so terminated. GoTriangle shall have the right to take any action necessary to complete the work, including performing the work itself, or contracting with another party to do so. In the event the work is completed directly by

GoTriangle or by a third party, the Contractor shall be liable for the additional costs and expenses necessary to complete the work, including, without limitation, labor, material costs, development costs, tooling expenses, equipment costs, software costs, and property costs. GoTriangle may deduct the costs and expenses so charged from any monies otherwise payable to the Contractor. Nothing contained herein shall be deemed to relieve the Contractor of its continuing obligation to perform any portion of the Contract that was not terminated.

- 6.2.4. GoTriangle may, in its sole discretion, waive a default by the Contractor, but such waiver shall not be deemed a waiver of any subsequent default.
- 6.2.5. Upon any termination for default, GoTriangle may require the Contractor to transfer title and deliver to GoTriangle:
 - a. any completed or partially completed Services, Products or other work or deliverables, and
 - b. components (including data and intellectual property) and contract rights that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Authority may have an interest.
- 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 Contractor for any actions it reasonably takes at the Contracting Officer's direction, for the protection and preservation of property. GoTriangle may withhold from these amounts, any sum that the Contracting Officer determines to be necessary to protect GoTriangle against loss because of outstanding or claimed liens or pending or anticipated claims under the Contract.
- 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 Contractor must provide for up to six (6) months after the expiration or cancellation of the Contract, all reasonable transition assistance requested by GoTriangle, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to GoTriangle or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of the Contract, (notwithstanding the expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. GoTriangle shall pay the Contractor for any resources utilized in performing such transition assistance at the most current

Contract rates for Contractor performance. If GoTriangle cancels the Contract for default, then GoTriangle will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages GoTriangle may have otherwise accrued as a result of said cancellation.

8. Indemnification and Hold Harmless

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

- 8.1. In addition to the indemnity provisions set forth elsewhere in this Agreement and not in limitation thereof, Contractor agrees to indemnify and hold the Indemnitees harmless from any and all alleged claims, losses, judgments, or causes of action by Contractor's employees, independent contractors, or their representatives for personal injury or death arising out of, during, or from performance of the Services caused by any act or omission of Contractor. This provision is entered into pursuant to North Carolina General Statute Section 97-10.2(e).
- 8.2. Contractor understands and agrees that it is Contractor's responsibility to provide indemnification to GoTriangle pursuant to this Section. Insurance, while anticipated to provide a funding source for indemnification, is in addition to any indemnification requirements. The failure of the Contractor's insurance to fully fund any indemnification shall not relieve the Contractor of any obligation under the indemnification clauses set out within this Agreement.
- 8.3. In performing its duties under this requirement, Contractor shall, at its sole expense, defend GoTriangle with legal counsel reasonably acceptable to GoTriangle. GoTriangle shall nevertheless have the right at its expense to participate in the defense of such Charges. Notwithstanding the foregoing, however, under no circumstances shall Contractor compromise or settle any such Charges without the prior written consent and approval of GoTriangle, after full disclosure by Contractor. Section 10 shall survive expiration or termination of this Agreement.

9. Dispute Resolution

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

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

- 9.1. If it is determined, on appeal, that GoTriangle's interpretation of the Agreement, direction to Contractor, or any other action required by GoTriangle's decision was an erroneous determination of the rights and obligations of the parties under the Agreement, Contractor's remedy shall be the same as if such action were a change under Section 4 Changes in the Services above.
- 9.2. Unless otherwise directed by GoTriangle, Contractor shall continue performance under the Agreement while matters in dispute are being resolved. Nothing in this section shall preclude alternative dispute resolution.
- 9.3. By submission of a proposal or offer in response to GoTriangle's solicitation, Contractor agreed to exhaust its administrative remedies under this Section 9 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.

10. 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.

11. Insurance

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

12. Independent Contractor

- 12.1. The parties acknowledge that Contractor is an independent contractor to GoTriangle. This Agreement is not to be construed as creating or constituting a joint venture, partnership, or agent/principal relationship between GoTriangle and Contractor. Contractor represents that it has, or will secure, at its own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of, shall not be considered servants or agents or, nor have any contractual relationship with GoTriangle. Contractor, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of GoTriangle by reason of this Agreement. Contractor shall be responsible for all withholding and employer taxes with respect to such personnel to the complete exclusion of GoTriangle.
- 12.2. Contractor agrees to pay, and hereby accepts full and exclusive liability for the payment of, any and all contributions and taxes for Unemployment Compensation or Disability Insurance or Old Age Pension or Annuities now or hereafter imposed by any Federal or state governmental authority which are imposed with respect to or measured by wages, salaries, or other compensation paid by Contractor to persons employed by Contractor; and Contractor further agrees to indemnify and save GoTriangle harmless against any and all such liability or claims therefor.

13. Accuracy of Financial Statements

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

14. 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 Americans 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.

15. Covenant Against Contingent Fees

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage,

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

16. Delegation and Assignment

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

17. Nonwaiver

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

18. Merger

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

19. Reference

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

20. Contractor's Personnel

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

21. Certification on Israel Boycott

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

22. Notices

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

22.1. Contractor:

22.2. GoTriangle:

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

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

Telephone and email 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. Separate Counterparts

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

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 and will be up dated every 180 Days.

28.1. By execution of this Contract, Contractor certifies that neither he nor his agents, contractors, consultants, or subconsultants/contractors (i) are on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; (ii) shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and (iii) that the undersigned are authorized by the parties to make this Certification.

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

29. **E-Verify**

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

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**

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

33. **Intellectual Property and Work Product**

33.1. Contractor Pre-Existing Materials

The Contractor may, in connection with the performance of Services for GoTriangle, utilize certain pre-existing concepts, ideas, methodologies, frameworks, tools, templates, know-how, and other intellectual property (collectively, "Contractor Materials"). To the extent that any Contractor Materials are incorporated into the Deliverables, the Contractor hereby grants GoTriangle a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Contractor Materials solely for GoTriangle's internal governmental purposes.

33.2. Ownership of Deliverables

All reports, analyses, recommendations, evaluation frameworks, processes, documentation, and other work products specifically developed for GoTriangle under this Contract ("Deliverables") shall become the property of GoTriangle upon payment in full. Contractor retains ownership of its pre-existing Contractor Materials, methodologies, and general know-

how. Nothing in this Agreement shall be construed to grant Contractor any ownership rights in GoTriangle's policies, procedures, or other materials provided to Contractor.

33.3. Use of Deliverables and Confidentiality

The Contractor may retain copies of Deliverables for recordkeeping purposes but shall not reuse, disclose, or distribute GoTriangle-specific Deliverables in a manner that would reveal confidential or proprietary information. Contractor may use general knowledge, skills, and experience gained during the performance of the Services, provided that no confidential information of GoTriangle is disclosed.

Notwithstanding the foregoing, the parties acknowledge that GoTriangle is subject to the North Carolina Public Records Law, and Deliverables and related materials may be subject to public disclosure in accordance with applicable law.

33.4. Indemnification for Intellectual Property Claims

To the extent permitted by law, the Contractor shall indemnify, defend, and hold harmless GoTriangle, its Board of Trustees, officers, employees, and agents from any third-party claims, damages, or costs (including reasonable attorneys' fees) arising from alleged infringement or misappropriation of any United States intellectual property right, to the extent such claim arises from Contractor-developed Deliverables. This obligation shall not apply to claims resulting from (i) modifications made by GoTriangle or others not under Contractor's control, or (ii) use of Deliverables outside the scope of this Contract.

Nothing in this Agreement shall be construed as a waiver of GoTriangle's governmental immunity, and the obligations of this section are subject to applicable limitations under North Carolina law.

33.5. Defense of Claims

The Contractor shall, at its own expense, defend any claim described in Section 33.4, provided that GoTriangle promptly notifies Contractor in writing of such claim and allows Contractor to control the defense and any settlement negotiations. GoTriangle may participate in the defense at its own expense. Contractor shall not settle any claim in a manner that imposes liability or obligations on GoTriangle without GoTriangle's prior written consent.

33.6. Remedies for Infringement

If any Deliverable is determined, or in Contractor's reasonable opinion is likely, to infringe upon a third party's intellectual property rights, Contractor shall, at its own expense and as GoTriangle's sole and exclusive remedy for such claim, either: (a) procure for GoTriangle the right to continue using the Deliverable; or (b) modify the Deliverable to make it non-infringing while maintaining its intended functionality in all material respects.

If neither option is commercially reasonable, GoTriangle may terminate the affected portion of the Contract and Contractor shall refund the fees paid for the specific Deliverable giving rise to the claim. Any such refund shall be limited to amounts actually paid by GoTriangle for the impacted Deliverable and shall be subject to the availability of appropriated funds.

33.7. Reservation of Rights

Except as expressly stated herein, each party retains all rights, title, and interest in and to its respective pre-existing intellectual property.

33.8. Funding Limitation

Notwithstanding any provision of this Agreement, GoTriangle's obligations under this Contract are subject to the availability of appropriated funds and the requirements of the Local Government Budget and Fiscal Control Act. No provision of this Agreement shall be construed to obligate GoTriangle to expend funds in excess of those appropriated or otherwise lawfully available.

END OF SECTION

IV. Instructions to Offerors

1. Anticipated Procurement Schedule

Solicitation Issued:	June 29, 2026
Pre-Offer Conference:	A Pre-Offer Conference will not be held
Questions & Clarifications Due:	July 8, 2026 by 2:00 pm local NC time
Exceptions to Terms&Conditions (if applicable) Due:	July 8, 2026 by 2:00 pm local NC time
Solicitation Addendum, if applicable:	July 15, 2026
Solicitation Due Date and Time:	July 24, 2026 by 2:00 pm local NC time
Evaluation:	July 24 – August 5, 2026
Interviews/Demonstrations, BAFO	August 5 – August 19, 2026
Anticipated Award:	August 31, 2026

2. Questions and Clarifications

- 2.1. Offerors with questions regarding the solicitation shall submit all inquiries in writing to Dean Nunnally, Procurement Officer at dnunnally@gotriangle.org by the Requests For Clarification Due date listed in the Section 1. Anticipated Schedule. The inquiries shall reference the solicitation page and section.
- 2.2. Offerors are prohibited from contacting any GoTriangle employee other than the Procurement Officer concerning this procurement while the solicitation and evaluation are in process.

3. Exceptions to Terms and Conditions

- 3.1. The solicitation terms and conditions provided herein shall become a part of any contract issued as a result of this solicitation. Any exceptions to the terms and conditions shall be requested in advance of the proposal due date. The successful firm will not be allowed to make any changes or modifications unless the exceptions were requested in writing as specified herein and approved in writing by GoTriangle.
- 3.2. If requesting any exceptions, the Offeror shall complete the Exception Form Attachment and submit to GoTriangle by email to the Procurement Officer Dean Nunnally, at dnunnally@gotriangle.org no later than the date indicated in the Anticipated Procurement Schedule.

- 3.3. Any exceptions requested after the specified deadline, or listed elsewhere in the document, including Offeror's preprinted standard terms will be void in that Offer and without force or effect in any resulting contract.
- 3.4. GoTriangle will review the request and make an attempt to provide a written response to the Offeror prior to the solicitation due date and time.

4. Contents of Submittal

The Offeror shall submit:

- 4.1. **Cover page, cover letter, and table of contents** (No page limit)

- 4.2. Introductory Narrative

Provide a narrative describing your firm's experience representing public transit agencies and local governments before the U.S. Congress, USDOT, FTA, and other federal agencies whose decisions affect public transportation. (NTE 2 pages)

- 4.3. Strategic Federal Affairs Plan

Describe your approach to developing, delivering and updating a Federal Affairs Plan that identifies funding priorities, legislative and appropriations milestones, key congressional and federal agency stakeholders, and adaptation strategies for changes in Congress, administration, or agency leadership. (NTE 2 pages)

- 4.4. Congressional Engagement

- 4.4.1. Describe your experience and approach to maintaining regular, substantive engagement with U.S. Senators, Members of Congress, and relevant authorizing and appropriations committees; supporting meetings with GoTriangle leadership; developing briefing materials; and identifying opportunities for testimony and advocacy visibility. (NTE 2 pages)

- 4.4.2. Describe your experience and approach to advancing public transit priorities in federal surface transportation authorization legislation, including monitoring and analyzing successor legislation to the Infrastructure Investment and Jobs Act; engaging authorizing committees and congressional staff; developing position letters, comments, witness testimony, and coalition statements; and assessing impacts on GoTriangle's formula funding, Capital Investment Grants, bus and bus facility programs, eligibility, project delivery, and long-term financial sustainability. (NTE 2 pages)

- 4.5. Annual Appropriations

Describe your experience and approach to developing and executing annual appropriations strategies, including protection of FTA funding, report language advocacy, management of

Community Project Funding/Congressionally Directed Spending requests, and tracking the appropriations cycle. *(NTE 2 pages)*

4.6. Competitive Discretionary Grant Programs

Describe your experience and approach to identifying competitive federal funding opportunities (including CIG, Bus and Bus Facilities, RAISE), improving application competitiveness, securing federal and congressional support, and supporting post-award grant administration. *(NTE 2 pages)*

4.7. Federal Agency Engagement

Describe your experience and approach to maintaining working relationships with USDOT, FTA headquarters, FTA Region IV, and other federal agencies, including regulatory tracking, meetings, site visits, and engagement strategies. *(NTE 2 pages)*

4.8. Political and Electoral Environment

Describe your experience and approach to analyzing the federal political environment, including election cycles, leadership changes, committee composition shifts, and developing post-election transition and engagement strategies. *(NTE 2 pages)*

4.9. Reporting and Communication

Describe your experience and approach to delivering monthly reports, executive and Board briefings, managing communication protocols, ensuring responsiveness to time-sensitive issues, and conducting recurring client meetings. *(NTE 2 pages)*

4.10. Federal Lobbying Compliance

Describe your experience ensuring compliance with federal lobbying requirements, including the Lobbying Disclosure Act (LD-1/LD-2), Byrd Amendment certifications (SF-LLL), federal reporting obligations, and records retention requirements under 2 C.F.R. § 200.334. *(NTE 2 pages)*

4.11. Key Personnel

Identify the Principal-in-Charge and all registered lobbyists assigned to this engagement, including relevant experience, roles, staffing structure, continuity plan, and Washington, D.C. office capacity to support timely federal engagement. *(NTE 2 page, plus resumes)*

4.12. Cost: Complete the Cost Proposal, Attachment B of the solicitation.

4.13. Attachment A: Offeror Form

4.14. Attachment B: Cost Proposal

4.15. Attachment C: Insurance Requirements

- 4.16. Attachment D: References
- 4.17. Attachment E: Iran Divestment Act Certification
- 4.18. Attachment F: E-Verify Employer Compliance Statement
- 4.19. Attachment G: Certification Regarding Conflict of Interest
- 4.20. Attachment H: Boycott of Israel Divestment Act Certification
- 4.21. Attachment I: Conformance Statements
- 4.22. Attachment I-1: Exceptions Form (if applicable)
- 4.23. Attachment J: RFP Response Checklist

The submission due date, time and location are indicated on the document Cover Page.

5. Selection Procedures

- 5.1. Proposals will first be reviewed for completeness of the components specified in the Section Four (4) of this RFP document. The absence of any required information will result in exclusion from further analysis.
- 5.2. GoTriangle will make the award to the responsive and responsible Contractor whose proposal is most advantageous to the GoTriangle and offer the “Best Value”.
- 5.3. GoTriangle may waive any irregularities in any Proposal that does not prejudice other Contractors. GoTriangle further reserves the right to negotiate with any source whatsoever. A Contract may be negotiated with the Contractor whose proposal is considered by GoTriangle in its sole discretion to be most advantageous to GoTriangle.
- 5.4. No Contractor shall have any cause of action against GoTriangle arising out of the methods by which Proposals are evaluated. The selection of the successful Contractor shall be at the sole discretion of GoTriangle.
- 5.5. A Contractor's signed response to this RFP on the Attachment A, Offeror Form signifies its acceptance of the obligations and rights specified herein. Submission of a Proposal indicates acceptance by the Contractor of the conditions contained in this RFP unless clearly and specifically noted in the Contractor's submittal and confirmed in the Contract between GoTriangle and the selected Contractor.
- 5.6. GoTriangle reserves the right to reject any and all proposals.

6. Evaluation

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

No.	Criteria	
1	Experience	30%
2	Method of Approach	40%
3	Cost Proposal	30%

- 6.2. The Evaluation Committee, comprised of GoTriangle stakeholders, will review all offers. All offers will be initially classified as being responsive or non-responsive. If an offer is found non-responsive, it will not be considered further. All responsive offers will be evaluated based on stated evaluation criteria.
- 6.3. The Evaluation Committee may invite the highest ranked Offerors to conduct Oral Presentations. GoTriangle will provide the date, time, location and agenda to the qualified Offerors with a minimum of five (5) business days' notice.
- 6.4. 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.
- 6.5. The Evaluation Committee will evaluate BAFO(s), oral presentations as part of the Offerors' respective proposals to determine the final rankings.
- 6.6. GoTriangle will not compensate or reimburse Offerors for any costs incurred as a result of this selection process and subsequent contract negotiations.

7. 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.

- 7.1. 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:
 - 7.1.1. It is a "trade secret" as defined in [§66-152\(3\)](#); and
 - 7.1.2. It is the property of a private "person" as defined in [§66-152\(2\)](#); and
 - 7.1.3. It is disclosed or furnished to GoTriangle in connection with a bid or proposal; and
 - 7.1.4. It is marked as "confidential" or as a "trade secret" at the time of its initial disclosure to GoTriangle.

- 7.2. 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.

8. Contractual Relationships

- 8.1. 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).
- 8.2. Subcontracting is not allowed under this contract.

9. Disadvantaged Business Enterprise (DBE) Participation

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

10. Modification and Withdrawal of Proposals

- 10.1. Offeror may without prejudice, modify or withdraw its proposal by written request provided that such request is received by GoTriangle not later than 24 hours prior to the time and date that proposals are due.
- 10.2. 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.

11. Proposal Rejection / Reserved Rights

- 11.1. 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.
- 11.2. 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.

12. News Releases

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

13. Identifying Conflicts of Interest

13.1. Duty to Disclose Potential Conflicts of Interests

13.1.1. 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.

13.1.2. 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.

13.2. Identifying and Remedying 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.

13.3. Identifying and Remedying the Unfair Competitive Advantage

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

14. Protest Procedures

14.1. 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.

14.2. 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 from the announcement date. GoTriangle will consider all protests regarding the recommended Proposer prior to executing the contract.

14.3. 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.

14.4. 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.

END OF SECTION

V. Attachments

Attachment A - Offeror Form

Offeror's Legal Name

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

Principal to Contact/Title

Email

TelephoneCorporate Structure: ☐ Sole Proprietorship ☐ Corporation ☐ Partnership ☐ LLC☐ 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

Uploaded as a separate Excel document.

Attachment C - Insurance Requirements

1. Definitions

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

- 2. General Terms. Contractor shall secure and maintain at its own expense each type of insurance, with the applicable minimum coverage limits, as specified in this Exhibit. Contractor shall secure the required insurance policies prior to performing any work, activity, or service under this Contract. Contractor shall maintain such policies throughout the term of this Contract, unless a longer period is required pursuant to the provisions herein. Any insurance carried by Contractor is primary insurance and shall not be considered contributory with any insurance carried by GoTriangle. In the event that any portion of Contractor's obligations under this Contract are subcontracted by Contractor, then Contractor shall require each subcontractor to secure and maintain insurance satisfying the requirements of this Exhibit, or in the alternative, Contractor may secure and maintain the insurance on the subcontractor's behalf. The insurance requirements set forth in this Exhibit do not modify or otherwise relieve Contractor of Contractor's other obligations as stated elsewhere in this Contract.
- 3. Commercial General Liability. Contractor shall secure and maintain occurrence-form Commercial General Liability insurance, including coverage for premises and operations, products and completed operations, independent contractors, personal injury and blanket contractual liability, with limits of not less than: General Aggregate (\$2 million); Products and Completed Operations Aggregate (\$2 million); Personal and Advertising Injury Aggregate (\$1 million); and Each Occurrence (\$1 million). Such insurance shall be primary and non-contributory with any insurance carried by GoTriangle.
- 4. Worker's Compensation and Employer's Liability. Contractor shall secure and maintain Worker's Compensation insurance complying with North Carolina statutory requirements covering all employees and owners, and including Employer's Liability coverage with limits of not less than \$1 million per accident, \$1 million disease per policy limit, and \$1 million disease per employee limit. Coverage shall extend to all states in which operations are conducted.
- 5. Automobile Liability. Contractor shall secure and maintain Automobile Liability insurance with a limit of not less than \$1 million combined single limit. Such insurance shall include coverage for all owned, hired, and non-owned motorized vehicles both on and off the project site. Such insurance shall be primary and non-contributory with any insurance carried by GoTriangle.

6. **Umbrella/Excess Liability.** Contractor shall secure and maintain Umbrella or Excess Liability insurance on a “following form” basis with a limit of not less than \$1 million providing excess coverage over and above Contractor’s primary insurance for Commercial General Liability, Automobile Liability, and Employer’s Liability. Such insurance shall be primary and non-contributory with any insurance carried by GoTriangle.
7. **Professional Liability.** Contractor shall secure and maintain Professional Liability insurance providing coverage for errors or omissions committed in the course of Contractor’s performance under this Contract. The coverage shall be maintained during the term of this Contract and for at least 3 years following completion of Contractor’s performance. The policy shall have limits of not less than \$5 million per claim and in the annual aggregate. The policy may contain a deductible of a maximum of \$250,000, but in such case the deductible shall be the sole responsibility of Contractor, and no portion of the deductible is the responsibility of GoTriangle.
8. **Other Terms**
 - 8.1. **Qualified Insurers.** Contractor shall secure and maintain the required insurance policies from insurance carriers authorized to conduct business in the State of North Carolina with a current A.M. Best rating of “A–” or better.
 - 8.2. **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.
 - 8.3. **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.
 - 8.4. **Notice to GoTriangle.** If any required coverage lapses for any reason, Contractor shall provide immediate written notice to GoTriangle. Each policy shall also contain notification provisions whereby GoTriangle will receive not less than 30 days’ written notice prior to the cancellation of the policy.
 - 8.5. **Claims-made Insurance.** If any insurance policy required by this Exhibit is secured on a claims-made basis, then such policy shall provide that:
 - 8.5.1. The retroactive date shall coincide with or precede Contractor’s commencement of performance under this Contract (including subsequent policies purchased as renewals or replacements);
 - 8.5.2. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;
 - 8.5.3. Contractor shall maintain similar insurance under the same terms and conditions for at least 3 years following completion of all performance under this Contract; and

- 8.5.4. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least 3 years to report claims arising from Contractor's performance.
- 8.6. Deductibles and Self-insured Retention. GoTriangle will review all deductible and self-insured retention (SIR) amounts and may require Contractor to secure alternate insurance when in GoTriangle's sole discretion such amounts are not reasonable under the circumstances. The payment of any deductible is the sole responsibility of Contractor.
- 8.7. Certificates of Insurance. Before commencing performance under this Contract, for each required policy Contractor shall furnish a certificate of insurance (COI) to GoTriangle that demonstrates coverage in compliance with the requirements of this Exhibit and includes the following:
- 8.7.1. Effective and expiration dates of the policy
 - 8.7.2. Amount of any deductible or self-insured retention
 - 8.7.3. Any exclusions to the policy which are not part of the standard form
 - 8.7.4. Reference to GoTriangle Contract Number identified on the first page of this Exhibit
 - 8.7.5. 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.

Signature

Date

Name and Title of Authorized Signee

Attachment D - References

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

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

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

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

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

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

NOTES TO PERSONS SIGNING THIS FORM

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

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

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

Signature

Date

Name and Title of Authorized Signee

Attachment F - E-Verify Employer Compliance Statement

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

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

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

Employers, 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 N.C.G.S. 64-26(a).

Therefore, all employers must comply with the E-Verify requirements in order to enter into contracts with GoTriangle.

Below, check the applicable category and complete the information:

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

Signature

Date

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:

Proposed Remedy

Signature

Date

Name and Title of Authorized Signee

Attachment H - 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, persons or entities identified as engaging in a boycott of Israel, as defined by this Act, are ineligible to contract with the State of North Carolina or any of its political subdivisions. In addition, State agencies are required to divest from investments in such restricted companies, as determined by inclusion on the Final Divestment List created by the State Treasurer pursuant to §147-86.81.

As of the date listed below, the supplier or bidder identified 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 identified 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 certification was not already made at the time the vendor submitted its bid)
- When a contract is renewed or assigned

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

The State Treasurer's Final Divestment List can be found on the State Treasurer's website and is updated every 180 days: <https://www.nctreasurer.gov/about/transparency/divestment-and-do-not-contract-rules>

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

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 I-1*.

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

Signature

Date

Name and Title of Authorized Signee

Attachment I1 - Exceptions Form

Uploaded as a separate Excel document.

Attachment J - RFP Response Checklist

Item		Completed and Provided	
1	Cover page, Cover letter, and Table of Content (No page limit)	Yes ☐	No ☐
2	Introductory Narrative (NTE 2 pages)	Yes ☐	No ☐
3	Strategic Federal Affairs Plan (NTE 1 page)	Yes ☐	No ☐
4	Congressional Engagement (NTE 2 pages)	Yes ☐	No ☐
5	Annual Appropriations (NTE 1 page)	Yes ☐	No ☐
6	Competitive Discretionary Grant Programs (NTE 1 page)	Yes ☐	No ☐
7	Federal Agency Engagement (NTE 1 page)	Yes ☐	No ☐
8	Political and Electoral Environment (NTE 1 page)	Yes ☐	No ☐
9	Reporting and Communication (NTE 1 page)	Yes ☐	No ☐
10	Federal Lobbying Compliance (NTE 1 page)	Yes ☐	No ☐
11	Key Personnel (NTE 2 pages)	Yes ☐	No ☐
12	Cost		
13	Attachment A: Offeror Form	Yes ☐	No ☐
14	Attachment B: Cost Proposal	Yes ☐	No ☐
15	Attachment C: Insurance Requirements	Yes ☐	No ☐
16	Attachment D: References	Yes ☐	No ☐
17	Attachment E: Iran Divestment Act Certification	Yes ☐	No ☐
18	Attachment F: E-Verify Employer Compliance Statement	Yes ☐	No ☐
19	Attachment G: Certification Regarding Conflict of Interest	Yes ☐	No ☐
20	Attachment H: Boycott of Israel Divestment Act Certification	Yes ☐	No ☐
21	Attachment I: Conformance Statements	Yes ☐	No ☐
22	Attachment I1: Exceptions Form	Yes ☐	No ☐
23	Attachment J: RFP Response Checklist	Yes ☐	No ☐