



Request for Proposal (RFP) No. 1012-27-082 for Real Property & Right-of-Way Acquisition Services

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:	October 8, 2026
Pre-Offer Conference:	N/A
Submission Date & Time:	October 28, 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:	Tim Heule, Procurement Officer
	Email: Theule@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:
Tim Heule, Procurement Officer at Theule@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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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 **Real Property & Right-of-Way Acquisition Services**.

Property acquisition services are an important component for the implementation of transit services and the construction of transit amenities throughout the region. The firm will provide all services to convey clear title to GoTriangle including title reports and updates, appraisals, reviews, negotiations, recording of deeds, and all other services needed to acquire the right of way identified for GoTriangle's transit projects, including, but not limited to, bus stops, park and rides, and other transit facilities.

All services must satisfy Federal Transit Administration (FTA) requirements; comply with the Uniform Relocation and Real Property Acquisition Policies Act (URA), 49 CFR Part 24, the most current version of FTA Circular 5010.1F, North Carolina Relocation Assistance Act (N.C.G.S. §§ 133-5 through 133-18), and any other relevant regulations.

Scope of Services

The Contractor shall:

1. Real Estate Acquisition

Provide all services necessary to acquire real property interests required for GoTriangle projects, including fee-simple acquisitions, permanent easements, temporary construction easements, access easements, utility easements, and other property rights. Services may include reviewing project plans and right-of-way requirements; identifying affected property owners and other parties of interest; conducting title research; preparing acquisition documents; presenting written offers; negotiating with property owners; maintaining contact and negotiation records; coordinating closings; and securing properly executed and recordable instruments.

All acquisition activities shall comply with applicable federal and state laws, regulations, policies, and funding requirements.

2. Real Estate Relocation Services

Provide relocation advisory and assistance services for residential occupants, businesses, nonprofit organizations, farms, and personal property affected by a project. Services may include conducting relocation interviews and inventories; determining eligibility for relocation benefits; identifying comparable replacement properties; calculating relocation payments; preparing notices and claim

documentation; assisting displaced persons with relocation requirements; inspecting replacement properties; and maintaining complete relocation records.

3. Real Estate Appraisal Services

Prepare independent real estate appraisals to establish just compensation for property interests to be acquired. Appraisals shall identify the property rights affected, determine the value of the proposed acquisition, and evaluate damages or benefits to the remaining property, when applicable. Appraisal assignments may include fee-simple acquisitions, permanent and temporary easements, partial acquisitions, improvements, fixtures, and other compensable property interests. The appraiser shall be a licensed or certified appraiser pursuant to § 49 C.F.R. 24.103, comply with the Uniform Standards of Professional Appraisal Practice (USPAP) guidelines, and meet the criteria under § 49 C.F.R. 24.103 and N.C.G.S. § 93E-1-2.1.

4. Real Estate Appraisal Reviews

Perform independent technical and administrative reviews of appraisal reports and related valuation documents to ensure the appraisal meets the definition and requirements located in §§ 49 C.F.R. 24.2(a), 24.103, 24.104, N.C.G.S. § 93E-1-2.1, and any other applicable requirements. The review appraiser shall evaluate the adequacy of the property description, valuation methodology, market data, analyses, conclusions, and compliance with applicable appraisal standards. Services may include requesting corrections or supplemental information, documenting review findings, reconciling differences between appraisals, and recommending or approving an amount of just compensation in accordance with the reviewer's authority and applicable requirements. Review appraisals shall be performed by qualified personnel who are independent and separate from the original appraisal assignment. The review appraiser must be qualified pursuant to § 49. C.F.R. 24.103 and comply with USPAP guidelines.

5. Administrative Offer Summaries

Prepare Administrative Offer Summaries or other abbreviated valuation documents for uncomplicated acquisitions when a formal appraisal is not required or when an appraisal waiver is authorized. Services may include inspecting the property, researching relevant market data, evaluating the property interest to be acquired, documenting the basis for the recommended offer, and preparing calculations.

6. Legal Description Preparation

Prepare accurate, complete, and recordable legal descriptions for fee-simple acquisitions, permanent easements, temporary construction easements, access easements, utility easements, and other property interests. Legal descriptions shall be based on current surveys, plats, design plans, deeds, and available property records and shall clearly identify the location and extent of the property interest being acquired. Services may include reviewing boundary information, resolving discrepancies,

coordinating with surveyors and designers, and revising descriptions in response to design or agency comments.

7. Deed Preparation

Prepare deeds, easement agreements, temporary construction easements, access agreements, releases, affidavits, memoranda of agreement, settlement documents, and other instruments necessary to transfer or document property interests. The firm shall coordinate with GoTriangle, property owners, title companies, surveyors, and legal counsel to ensure that documents accurately reflect the approved acquisition and are suitable for execution and recording. Services may also include obtaining signatures, notarizations, lien releases, subordinations, and other documentation necessary to provide clear and acceptable titles.

8. Temporary Construction Easements

Provide services necessary to obtain temporary construction easements required for construction access, grading, utility adjustments, staging, demolition, restoration, or other temporary project activities. Services may include confirming the easement limits and duration; identifying affected owners and parties of interest; preparing valuation and offer documentation; negotiating terms; obtaining executed easement agreements; coordinating access with the property owner and construction team; and assisting with easement closeout.

9. Condemnation Services

Provide technical and administrative support when voluntary acquisition efforts do not result in an agreement and GoTriangle determines that condemnation may be necessary. Services may include preparing complete condemnation referral packages; documenting acquisition and negotiation activities; confirming ownership and parties of interest; updating title work, appraisals, surveys, legal descriptions, and exhibits; coordinating with GoTriangle's legal counsel; supporting settlement discussions; and providing records, analyses, or expert testimony as requested. The firm shall continue negotiations when directed and shall maintain clear separation between acquisition negotiations and legal decisions reserved for GoTriangle and its counsel.

10. Public Outreach Services

Support GoTriangle's communication and engagement efforts with affected property owners. Services may include preparing project fact sheets, acquisition process summaries, frequently asked questions, presentation materials, property-owner correspondence, and other informational materials; organizing and attending individual property-owner meetings; documenting questions and commitments; and coordinating responses with GoTriangle staff and project consultants. Communications shall be accurate, accessible, timely, and consistent with approved project information. The firm shall not make commitments regarding project design, compensation, construction, or property impacts without prior authorization from GoTriangle.

11. Key Personnel

The staff assigned to the work shall:

- 11.1. Have experience managing the appraisal process, conducting appraisals, and managing acquisition, relocation, and property management under the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as codified in 42 U.S.C. § 4601 et seq. and the applicable implementing regulations set forth in 49 Code of Federal Regulations [C.F.R.] Part 24 (collectively, the "Uniform Act") and FTA C 5010.1F (Award Management Requirements Circular);
- 11.2. Have a working knowledge and experience complying with 49 C.F.R. Part 24 and FTA C 5010.1F;
- 11.3. Have knowledge about and experience with acquiring property in North Carolina pursuant to the North Carolina Relocation Assistance Act (N.C.G.S. §§ 133-5 through 133-18);
- 11.4. Have developed property rights agreements with public agencies, utilities and railroads;
- 11.5. Have experience in developing schedules and budget estimates related to property acquisition;
- 11.6. Have knowledge and experience with FTA projects (particularly the use of FTA circulars, guidance, and guidelines).
- 11.7. The Senior Project Manager and/or the Director of Real Estate & Transit-Oriented Development shall approve Contractor's personnel who will be assigned to the duties according to the task order prior to execution.

12. Certification of Necessity

The Contractor shall work with the Senior Project Manager and/or the Director of Real Estate & Transit-Oriented Development in conjunction with GoTriangle's Capital Development department in order to determine the necessity of each acquisition and shall prepare the Certification of Necessity.

The Certification of Necessity shall include:

- 12.1. Written explanation of the reasons for the acquisition, illustrating the facilities to be built on the property or other circumstances dictating its need for project purposes (such as staging areas).
- 12.2. Description of the property interests to be obtained and an explanation of any potential contaminants on the property.

13. Negotiations

As directed by the GoTriangle Senior Project Manager and/or the Director of Real Estate & Transit-Oriented Development, the Contractor shall:

- 13.1. Conduct negotiations with affected property owners and document and report the outcomes of such negotiations to the GoTriangle Senior Project Manager and/or the Director of Real Estate & Transit-Oriented Development.

Prepare and issue required notices to affected property owners, residents, and displaced businesses, including, as applicable, the General Information Notice, Notice of Intent, Notice of Relocation Eligibility, 90-Day Vacate Notice, and 30-Day Vacate Notice.

END OF SECTION

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 three (3) years, unless canceled, terminated, or otherwise extended as permitted.

3. Invoicing and Compensation

- 3.1. GoTriangle agrees to pay the Contractor, and the Contractor agrees to accept payment, for services rendered under the resulting contract in accordance with the mutually agreed-upon project milestones. Payment for each milestone shall be due within thirty (30) days following (i) the Contractor's submission of a valid invoice for the completed milestone, and (ii) written approval of milestone completion by the designated end user or authorized representative of GoTriangle.
- 3.2. Contractor shall submit an original invoice in a form satisfactory to GoTriangle and shall reference this Contract Number **1012-27-082**. 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.
- 3.6. The prices shall remain firm for the duration of the current contract term. The Contractor may request a price adjustment in connection with any renewal term by providing written notice to GoTriangle not less than sixty (60) days prior to the expiration of the then-current term. Any such request shall include detailed supporting documentation and justification for the proposed adjustment, including evidence of increases in labor, materials, market conditions, or applicable price indices. All requested price adjustments shall be subject to GoTriangle review and written approval and shall become effective only upon renewal of the contract.

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. The transition assistance services required shall be up to the sole discretion of GoTriangle. Such transition assistance shall 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 as determined by GoTriangle in its sole discretion. 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 NC Gen. Stat. § 147-86, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to NC Gen. Stat. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, NC Gen. Stat. §147-86.55 et seq. requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Divestment Act. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 Days.

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

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 16. 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

FEDERAL REQUIREMENTS

The following provisions are required either (i) by a grant agreement or cooperative assistance agreement between the U.S. Department of Transportation (hereinafter called the "USDOT") and the Research Triangle Regional Public Transportation Authority, d/b/a GoTriangle (hereinafter called "GoTriangle") or (ii) by a grant agreement or cooperative assistance agreement between the North Carolina Department of Transportation (hereinafter called the "NCDOT") and GoTriangle or (iii) by GoTriangle itself. As to such provisions, if there is variance between the language set forth herein and any such actual grant or cooperative assistance agreement, the provisions of the grant or cooperative assistance agreement shall govern.

To the extent applicable, the federal requirements contained in the Federal Transit Administration (hereinafter called the "FTA") Master Agreement, as amended and in effect at the time of award (hereinafter called the "Master Agreement"), including any certifications and contractual provisions required by any federal statutes or regulations referenced therein to be included in the Contract, will be deemed incorporated into the Contract by reference and shall be incorporated in any sub agreement or subcontract executed by the Research Triangle Regional Public Transportation Authority, d/b/a GoTriangle pursuant to its obligations under the Contract. Contractor and its subcontractors, if any, will represent and covenant that they have complied and shall comply in the future with the applicable provisions of the Master Agreement then in effect and with all applicable federal, state and local laws, regulations and rules and local policies and procedures, as amended from time to time, relating to the equipment, apparatus, supplies or the services provided under the Contract, which may in any manner affect the performance of the Contract, including, without limitation, the following:

1. Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$15,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1G, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

2. Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1G, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be

amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3. Federal Changes

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

4. No Government Obligation to Third Parties

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

5. Program Fraud and False or Fraudulent Statements or Related Acts

1. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 2 CFR Part 200, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.
2. If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.
3. Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

6. Federal Tax Liability and Recent Felony Convictions

1. Prohibited Transactions

- a. **Certification Requirement.** Prior to entering into any Third Party Agreement with a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business entity, the Recipient shall obtain a certification from the prospective Third Party Participant confirming that the entity:
 - i. Has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the appropriate taxing authority; and
 - ii. Has not been convicted of a felony criminal violation under any Federal law within the preceding twenty-four (24) months.
 - b. **Non-Certification.** If the prospective Third Party Participant is unable to provide the certification described above, the Recipient shall refer the matter to the Federal Transit Administration (FTA) and shall not enter into a Third Party Agreement with such participant without prior written approval from FTA.
2. **Flow-Down Requirement.** The Recipient agrees to require all Third Party Participants to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreements.

7. Catalog of Federal Domestic Assistance (Assistance Listings) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the Assistance Listings title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

8. Assistance Listings Number for the Federal Transportation Administration

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and 2 CFR Part 200 Subpart F, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by 2 CFR Part 200 Subpart F. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by Assistance Listings number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

9. Government-Wide Debarment and Suspension (Non-Procurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension

(Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management" at <https://www.sam.gov> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

10. Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

11. Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (c) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

12. Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

13. Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000 - Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

14. Byrd Anti-Lobbying Amendment

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

15. Civil Rights Requirements

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

1. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute). FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and the prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity. Except as FTA determines otherwise in writing, follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance.
2. Nondiscrimination - Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, and (3) Follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for

Federal Transit Administration Recipients," (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3.

3. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Comply with Federal transit law, specifically 49 U.S.C. § 5332, and (c) Comply with other applicable EEO laws and regulations, including laws and regulations prohibiting discrimination on the basis of disability. (2) General. The Recipient agrees to ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of race, color, religion, sex, disability, age, or national origin, and take affirmative action including in: recruitment advertising, recruitment, employment, rates of pay, other forms of compensation, selection for training including apprenticeship, upgrading, transfers, demotions, layoffs, and terminations.

4. Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60.

5. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332. (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal.

6. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332.

7. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621-634, (2) U.S. EEOC regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., (4) U.S. Health and Human Services regulations, "Nondiscrimination

on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and (5) Federal transit law, specifically 49 U.S.C. § 5332.

8. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities including: Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; Federal transit law, specifically 49 U.S.C. § 5332; U.S. DOT regulations at 49 C.F.R. parts 27, 37, 38, and 39; U.S. DOJ regulations at 28 C.F.R. parts 35 and 36; U.S. EEOC regulations at 29 C.F.R. part 1630; and U.S. ATBCB regulations at 36 C.F.R. part 1194.

9. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2.

10. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005.

11. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

12. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

16. Equal Employment Opportunity (EEO)

Applicability: All contracts and subcontracts exceeding \$10,000.

During the performance of this contract, Contractor agrees as follows:

1. General EEO Obligation. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. Executive Order 11246. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," Executive Order 13672, and as supplemented by U.S. Department of Labor (DOL) regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," the provisions of which are incorporated herein by reference.
3. Solicitations for Employees. In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and Executive Order 11246 relative to equal employment opportunity and affirmative action.
4. Construction Contracts - Affirmative Action. For construction contracts exceeding \$10,000, Contractor shall comply with the affirmative action requirements set forth in 41 CFR Part 60-4, "Affirmative Action Requirements for Construction," including the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) as set forth in 41 CFR § 60-4.3. Contractor shall implement the specific affirmative action standards provided in 41 CFR §§ 60-4.3(a)(1) through (16) and shall maintain a written affirmative action program where required by 41 CFR Part 60-2.
5. FTA Civil Rights Requirements. Contractor shall comply with FTA Circular 4704.1A, "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients," and all applicable FTA directives and guidance related to EEO, as amended or promulgated from time to time during the term of this contract. GoTriangle, as an FTA recipient, is required to maintain and implement an EEO Program, and Contractor shall cooperate fully with GoTriangle in fulfilling its obligations thereunder.
6. Section 503 - Affirmative Action for Workers with Disabilities. Contractor shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793, and DOL regulations at 41 CFR Part 60-741, which require affirmative action and prohibit discrimination in employment of qualified individuals with disabilities by federal contractors and subcontractors with contracts in excess of \$15,000.
7. Vietnam Era and Special Disabled Veterans. Contractor shall comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), as amended, 38 U.S.C. § 4212, and DOL regulations at 41 CFR Part 60-300, which require affirmative action and prohibit discrimination in employment of covered veterans by federal contractors and subcontractors with contracts of \$150,000 or more.
8. Records and Reporting. Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees, as may be required by GoTriangle, the FTA, the DOL, or the U.S. Equal Employment Opportunity Commission (EEOC) from time to time.
9. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the EEO requirements of this contract, GoTriangle may cancel, terminate, or suspend this contract, in whole or in part, and Contractor may be declared ineligible for further contracts with GoTriangle. Such sanctions may be in addition to any other rights or remedies available under law.

10. Subcontracts. Contractor shall include the provisions of this EEO clause in every subcontract and purchase order exceeding \$10,000, so that such provisions shall be binding upon each subcontractor and vendor. Contractor shall take such action with respect to any subcontract or purchase order as GoTriangle or FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance.

17. Disadvantaged Business Enterprise

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
2. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
3. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
4. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
5. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
6. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

18. Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities

and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

19. Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

20. Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following:

DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and

The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

21. Veterans Preference

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and

Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

22. Transit Employee Protective Provisions

Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

1. U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by MAP-21, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. The Recipient understands and agrees, and assures that any Third Party Participant providing public

transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, (b) It must comply with 49 U.S.C. § 5333(b), (c) It will follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, and (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project.

2. **Special Warranty.** When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by MAP-21, U.S. DOL will provide a Special Warranty for those projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b), (b) Follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, and (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement.
3. **Special Arrangements for 49 U.S.C. § 5310 Projects.** The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and reserves the right to make other exceptions as it deems appropriate.

23. Drug and Alcohol Abuse and Testing

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182. b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by MAP-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

24. Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

25. Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

26. Geographic Preference

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposed to be amended in 2 CFR Part 1201).

27. Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

28. Buy America

Applicability: All contracts and subcontracts involving the acquisition of steel, iron, manufactured products, rolling stock, or construction materials using FTA financial assistance.

1. **General Requirement.** Contractor shall comply with the Buy America requirements of 49 U.S.C. § 5323(j) and FTA regulations at 49 CFR Part 661, "Buy America Requirements," as amended, and as further strengthened by the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58 (2021), and the Build America, Buy America Act (BABA), Division G of IIJA, 41 U.S.C. § 8301 note. All steel, iron, and manufactured products used in FTA-assisted projects shall be produced in the United States, and all rolling stock purchased with FTA assistance shall meet the applicable domestic content and final assembly requirements set forth herein, unless a waiver has been granted by FTA in accordance with 49 CFR Part 661.
2. **Steel and Iron.** All steel and iron products used in FTA-assisted construction projects shall be produced in the United States. For purposes of this clause, steel and iron products are considered produced in the United States only if all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. This requirement does not apply to steel and iron used as components or subcomponents of other manufactured products or rolling stock.
3. **Manufactured Products.** All manufactured products purchased with FTA assistance shall be produced in the United States. A manufactured product is considered produced in the United States if: (a) All of the manufacturing processes for the product take place in the United States; and (b) All of the components of the product are of United States origin, meaning they were manufactured in the United States, regardless of the origin of their subcomponents.
4. **Rolling Stock.** Rolling stock (including train control equipment, fare collection equipment, and rolling stock prototypes) purchased with FTA assistance shall meet the following domestic content requirements: (a) A minimum 70% domestic content for rolling stock as required under 49 U.S.C. § 5323(j)(2)(C) and 49 CFR § 661.11, as strengthened by IIJA; and (b) Final assembly of the rolling stock shall take place in the United States, as defined in 49 CFR § 661.11. (c) Domestic content is calculated as the cost of components and subcomponents produced in the United States divided by the total cost of all components and subcomponents of the rolling stock.
5. **Construction Materials - BABA Requirements.** Consistent with the Build America, Buy America Act (BABA), Division G of IIJA, all construction materials used in any infrastructure project receiving Federal financial assistance under a program administered by the Federal Transit Administration shall be produced in the United States, including: (a) Non-ferrous metals; (b) Plastic and polymer-based products, including polyvinyl chloride (PVC) pipe; (c) Aggregates

such as concrete; (d) Glass, including optical fiber; (e) Lumber; and (f) Any other materials designated by OMB or U.S. DOT pursuant to IIJA.

6. **Certification Requirement.** Contractor shall provide a Buy America certification to GoTriangle prior to the award of any contract subject to these requirements. No contract shall be awarded to a Contractor that cannot provide the required certification, unless FTA has granted a waiver. Contractor shall also require all subcontractors to provide Buy America certifications and shall maintain such certifications on file.
7. **Waivers.** FTA may waive the Buy America requirements in the following circumstances, as set forth in 49 U.S.C. § 5323(j)(2) and 49 CFR § 661.7: (a) Non-Availability Waiver - the steel, iron, manufactured product, rolling stock, or construction material is not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; (b) Public Interest Waiver - the application of Buy America requirements would be inconsistent with the public interest; or (c) Cost Waiver - the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.
8. **Subcontracts and Flow-Down.** Contractor shall include the provisions of this Buy America clause in every subcontract financed in whole or in part with FTA assistance. Contractor is responsible for ensuring that all subcontractors and suppliers comply with applicable Buy America requirements.
9. **Compliance Monitoring and Audits.** Contractor agrees to maintain complete and accurate records demonstrating compliance with the Buy America requirements, including bills of materials, supplier certifications, manufacturing records, and assembly documentation, for a period of not less than three (3) years following final payment.
10. **False Certification.** A Contractor that knowingly makes a false Buy America certification is subject to the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. §§ 3801 et seq., 18 U.S.C. § 1001, and any other applicable Federal law, and may be subject to debarment from future Federal contracts.
11. **Applicability to Micro-Purchases.** Buy America requirements do not apply to micro-purchases as defined under 2 CFR § 200.1 (currently \$15,000 or less, except for construction contracts over \$2,000), consistent with FTA Circular 4220.1G.

29. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, GoTriangle's Supplier should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

30. Procurement of Recovered Materials

All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

31. Recycled Products

All contracts for items designated by the EPA, when the Recipient or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

32. Prohibition on Covered Telecommunications and Video Surveillance

1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
(a) Procure or obtain covered telecommunications equipment or services; (b) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or (c) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
2. As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following: (a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) Telecommunications or video surveillance services provided by such entities or using such equipment; (d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
3. For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
4. In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment

or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

5. When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
6. For additional information, see section 889 of Public Law 115-232 and § 200.471.

33. Contract Work Hours & Safety Standards Act

Applicability - Contracts over \$250,000

1. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.
3. Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para (2) of this section.
4. Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

34. Davis-Bacon Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40

U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

35. Trafficking in Persons

Applicable to Master Agreement 34

The Contractor agrees to comply with the requirements of 2 CFR Part 175 and Executive Order 13627, "Strengthening Protections Against Trafficking in Persons in Federal Contracts."

1. Accordingly, the Contractor, its employees, and its subcontractors are prohibited from:
 - a. Engaging in severe forms of trafficking in persons during the period of performance of the contract;
 - b. Procuring commercial sex acts during the period of performance of the contract;
 - c. Using forced labor in the performance of the contract.
2. The Contractor further agrees to:
 - a. Implement appropriate compliance measures to prevent prohibited activities;
 - b. Notify the Recipient immediately of any credible information regarding violations of this clause;
 - c. Fully cooperate with any investigation by the Recipient or appropriate federal authorities.
3. The Recipient reserves the right to impose remedies for violations, including but not limited to:
 - a. Removal of the Contractor or subcontractor employees from the contract;
 - b. Suspension of contract payments;
 - c. Termination of the contract for default or cause;
 - d. Referral to federal authorities for further action.

This clause must be included in all subcontracts and lower-tier agreements associated with Master Agreement 34.

36. Copeland Anti-Kickback Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

37. Safe Operation of Motor Vehicles

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

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

38. Clean Air

1. Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
2. Contractor shall include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with FTA assistance.

39. Clean Water

Applicability - All Contracts and Subcontracts over \$250,000.

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with FTA assistance.

40. Energy Conservation

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

41. Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation and Liability Act; as well as environmental provisions within Title 23 U.S.C., and 49 U.S.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

42. Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation System (ITS) Architecture as required by the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58 (2021), and its predecessor statutes, including MAP-21 and FAST Act provisions governing ITS architecture consistency, as codified at 23 U.S.C. § 517. Contractor shall follow all applicable U.S. DOT and FTA regulations, policies, and guidance implementing ITS architecture requirements,

including the provisions of 23 CFR Part 940, "Intelligent Transportation Systems Architecture and Standards," and any subsequent FTA notices, circulars, or directives issued pursuant to IIJA or otherwise, as they may be amended or promulgated from time to time. Contractor shall ensure that any ITS elements of the project are consistent with the applicable regional ITS architecture and conform to applicable ITS standards and protocols identified in that architecture. These requirements apply except to the extent FTA determines otherwise in writing.

43. Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

44. Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 U.S.C. § 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract.

Contractor's failure to so comply shall constitute a material breach of this contract.

45. Fly America Requirements

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

46. Charter Bus Requirements

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

47. School Bus Requirements

Pursuant to 49 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively

for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third-Party Participant that has operated school bus service in violation of FTA's School Bus laws and regulations, FTA may: (1) Require the Recipient or Third-Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third-Party Participant from receiving Federal transit funds.

48. Access to Records and Reports

The following access to records requirements apply to this Contract:

1. Where the Recipient is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the Recipient, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the Recipient is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the Recipient, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$350,000.
3. Where the Recipient enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the Recipient, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a Recipient which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the Recipient, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this

contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

49. Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$15,000 or less, except for construction contracts over \$2,000).

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

50. Breaches and Dispute Resolution

All contracts over \$250,000.

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

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

51. Termination

1. Termination for Convenience (General Provision) - The recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
2. Termination for Default [Breach or Cause] (General Provision) - If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.
3. Opportunity to Cure (General Provision) - The recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor of written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.
4. Waiver of Remedies for any Breach - In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by

the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

5. Termination for Convenience (Professional or Transit Service Contracts) - The recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
6. Termination for Default (Supplies and Service) - If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
7. Termination for Default (Transportation Services) - If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
8. Termination for Default (Construction) - If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if: (a) Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor, including acts of God, acts of the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and (b) Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. (c) Termination for Convenience or Default

(Cost-Type Contracts) - The recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

52. Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

END OF SECTION

Instructions to Offerors

1. Anticipated Procurement Schedule

Solicitation Issued:	Oct. 8, 2026
Pre-Offer Conference:	N/A
Questions & Clarifications Due:	Oct. 16, 2026
Exceptions to Terms & Conditions (if applicable) Due:	Oct. 16, 2026
Solicitation Addendum, if applicable:	Oct. 20, 2026
Solicitation Due Date and Time:	Oct. 28, 2026 by 2:00 pm local NC time
Evaluation:	Nov. 2 – Nov. 4, 2026
Interviews:	TBD
Selection:	Nov. 13, 2026 (Tentative)
Board Approval	Dec. 16, 2026
Anticipated Award:	Dec. 17, 2026

2. Questions and Clarifications

- 2.1. Offerors with questions regarding the solicitation shall submit all inquiries in writing to Tim Heule, Procurement Officer at Theule@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 Tim Heule, at Theule@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. Qualifications and Relevant Experience of the Firm *(NTE 3 pages)*

- 4.1.1. The firm's experience providing real estate acquisition, relocation, appraisal, appraisal review, property management, and property disposition services.
- 4.1.2. Experience acquiring temporary construction easements, permanent easements, rights-of-way, and fee-simple property.
- 4.1.3. Experience supporting transit, transportation, infrastructure, or other federally funded public projects.
- 4.1.4. Experience working with public agencies, utilities, railroads, municipalities, and the North Carolina Department of Transportation.
- 4.1.5. Experience performing services in North Carolina and familiarity with local real estate conditions.
- 4.1.6. Demonstrated ability to manage multiple concurrent assignments involving properties in different jurisdictions.
- 4.1.7. Experience successfully resolving complex acquisitions, title issues, owner negotiations, relocation matters, or condemnation-related assignments.

4.2. Qualifications and Availability of Proposed Personnel *(NTE 4 pages)*

- 4.2.1. Qualifications and relevant experience of the proposed project manager and key personnel.
- 4.2.2. Experience managing acquisition, appraisal, appraisal review, relocation, and property management assignments.
- 4.2.3. Professional licenses, certifications, and specialized training applicable to the proposed services.
- 4.2.4. Qualifications and independence of proposed appraisers and appraisal reviewers.

- 4.2.5. Knowledge of transit and federally funded property acquisition requirements.
- 4.2.6. Availability and capacity of the proposed staff to respond to GoTriangle assignments.
- 4.2.7. Clearly defined roles, responsibilities, reporting relationships, and percentage of time committed to the contract.

4.3. Technical Approach and Understanding of the Scope *(NTE 4 pages)*

- 4.3.1. Understanding of GoTriangle's real estate needs and the services described in the scope of work.
- 4.3.2. Proposed process for reviewing project plans and determining the property interests required.
- 4.3.3. Approach to property-owner outreach, negotiations, documentation, and maintaining consistent communications.
- 4.3.4. Methods for preparing administrative offer summaries, legal descriptions, deeds, easements, and acquisition files.
- 4.3.5. Approach to supporting condemnation proceedings when voluntary acquisition is unsuccessful.
- 4.3.6. Ability to respond promptly to time-sensitive or emergency assignments.

4.4. Experience with Federal and North Carolina Requirements *(NTE 3 pages)*

- 4.4.1. The Uniform Relocation Assistance and Real Property Acquisition Policies Act.
- 4.4.2. 49 C.F.R. Part 24.
- 4.4.3. The North Carolina Relocation Assistance Act.
- 4.4.4. Federal Transit Administration real estate requirements, circulars, guidance, and oversight practices.
- 4.4.5. Federal and state appraisal requirements.
- 4.4.6. Acquisition and relocation recordkeeping requirements.
- 4.4.7. Preparation of documentation sufficient to support federal and state audits or compliance reviews.
- 4.4.8. Coordination of voluntary acquisitions, negotiated settlements, administrative settlements, and condemnation referrals.

4.5. Project Management, Scheduling, and Quality Control (NTE 3 pages)

- 4.5.1. The proposed method for initiating, assigning, tracking, and completing individual task orders.
- 4.5.2. Ability to develop realistic acquisition schedules and cost estimates.
- 4.5.3. Methods for monitoring budgets, milestones, risks, negotiations, and property-owner contacts.
- 4.5.4. Quality-assurance and quality-control procedures for appraisals, reviews, legal descriptions, deeds, notices, and acquisition documents.
- 4.5.5. Proposed communication and reporting methods, including the frequency and format of status reports.
- 4.5.6. Ability to coordinate effectively with GoTriangle staff, design consultants, legal counsel, municipalities, funding agencies, and other stakeholders.

4.6. Past Performance and References (NTE 2 pages)

- 4.6.1. Performance on comparable contracts.
- 4.6.2. Ability to meet schedules and budgets.
- 4.6.3. Accuracy and completeness of deliverables.
- 4.6.4. Responsiveness and communication.
- 4.6.5. Success in resolving difficult acquisition or relocation matters.

4.7. Cost Proposal (NTE 1 page)

The Proposer shall submit a complete Cost Proposal using the pricing form provided with this RFP. The Cost Proposal shall clearly identify all rates, fees, charges, and other costs associated with providing the services described in the Scope of Services.

The Cost Proposal shall identify, as applicable:

- 4.7.1. Hourly billing rates for each proposed labor classification or personnel category.
- 4.7.2. Rates for specialized services or subcontracted services, if applicable.
- 4.7.3. Any fixed fees, transaction fees, commissions, success fees, or other charges applicable to the services.
- 4.7.4. Proposed rates for reimbursable expenses, including any applicable markups.

- 4.7.5. Any other anticipated costs or charges that may be incurred by the Owner under the resulting contract.
- 4.7.6. Any minimum fees, minimum billable hours, retainers, or other minimum compensation requirements.
- 4.7.7. Any discounts or volume-based pricing offered to the Owner.
- 4.7.8. Proposed rates shall remain firm for the initial contract period unless otherwise authorized by the resulting contract.
- 4.7.9. The Proposer shall clearly identify any proposed rate increases or adjustments applicable to renewal or extension periods, including the timing and methodology for calculating such adjustments.

GoTriangle will not be responsible for costs, fees, or charges that are not clearly identified in the Cost Proposal and expressly authorized under the resulting contract. No additional compensation shall be permitted unless approved in accordance with the terms of the resulting contract.

GoTriangle reserves the right to negotiate rates, fees, and other cost components with the highest-ranked Proposer(s) prior to contract award.

4.8. Attachments below do not count towards 20 page limit

- 4.8.1. Attachment A: Offeror Form
- 4.8.2. Attachment B: Cost Proposal
- 4.8.3. Attachment C: Insurance Requirements
- 4.8.4. Attachment D: References
- 4.8.5. Attachment E: Iran Divestment Act Certification
- 4.8.6. Attachment F: E-Verify Employer Compliance Statement
- 4.8.7. Attachment G: Certification Regarding Conflict of Interest
- 4.8.8. Attachment H: Boycott of Israel Divestment Act Certification
- 4.8.9. Attachment I: Conformance Statements
- 4.8.10. Attachment I-1: Exceptions Form (if applicable)
- 4.8.11. 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:

Evaluation Criterion	Page Limit	Maximum Points
Qualifications and Relevant Experience of the Firm	3 pages	15
Qualifications and Availability of Proposed Personnel	4 pages	15
Technical Approach and Understanding of the Scope	4 pages	20
Experience with Federal and NC Requirements	3 pages	15
Project Management, Scheduling, and Quality Control	3 pages	15
Past Performance and References	2 pages	5
Cost Proposal	1 page	15
Total	20 Pages	100 Points

- 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 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.

13.3. 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.

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

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 ☐ 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 and Table of Contents	Yes ☐	No ☐
2	Qualifications and Relevant Experience of the Firm <i>(NTE 3 pages)</i>	Yes ☐	No ☐
3	Qualifications and Availability of Proposed Personnel <i>(NTE 4 pages)</i>	Yes ☐	No ☐
4	Technical Approach and Understanding of Scope <i>(NTE 4 pages)</i>	Yes ☐	No ☐
5	Experience with Federal and North Carolina Requirements <i>(NTE 3 pages)</i>	Yes ☐	No ☐
6	Project Management, Scheduling, and Quality Control <i>(NTE 3 pages)</i>	Yes ☐	No ☐
7	Past Performance and References <i>(NTE 2 pages)</i>	Yes ☐	No ☐
8	Cost Proposal <i>(NTE 1 page)</i>	Yes ☐	No ☐
9	Attachment A: Offeror Form	Yes ☐	No ☐
10	Attachment B: Cost Proposal	Yes ☐	No ☐
11	Attachment C: Insurance Requirements	Yes ☐	No ☐
12	Attachment D: References	Yes ☐	No ☐
13	Attachment E: Iran Divestment Act Certification	Yes ☐	No ☐
14	Attachment F: E-Verify Employer Compliance Statement	Yes ☐	No ☐
15	Attachment G: Certification Regarding Conflict of Interest	Yes ☐	No ☐
16	Attachment H: Boycott of Israel Divestment Act Certification	Yes ☐	No ☐
17	Attachment I: Conformance Statements	Yes ☐	No ☐
18	Attachment I1: Exceptions Form	Yes ☐	No ☐
19	Attachment J: RFP Response Checklist	Yes ☐	No ☐