Request For Proposals (RFP) No. 1012-27-093 for

Thermo King Transit Bus HVAC Maintenance and Repair Services

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

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

Submission Date & Time:	**December 16, 2026 by 2:00 pm local NC time**
Submission Location:	**Via email to:** **Steven Jones, Procurement Officer** **Email:** Sjones@gotriangle.org
Pre-Offer Conference:	**Pre-Offer Conference will not be conducted**

Instructions for preparing and submitting a proposal are provided in the Instructions to Offerors Section 5. Proposal Content of this document. To be deemed responsive and responsible, offerors must submit all items specified in the referenced section.

All Inquiries regarding this solicitation shall be submitted to:

Steven Jones, Procurement Officer
Email: Sjones@gotriangle.org Office: 919-485-7559

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 North Carolina General Statutes (N.C.G.S) § 160A-610, GoTriangle is seeking to establish a contract **for Thermo King transit bus HVAC maintenance and repair services, including preventive maintenance, diagnostics, corrective repairs, warranty services, and emergency support for Thermo King HVAC systems installed on Gillig transit buses.**

Whether or not GoTriangle actually enters into any contract and how the work is awarded will be decided at GoTriangle's discretion. Furthermore, GoTriangle will use any awarded contract on an as-needed basis, with no guarantee as to the actual spending under any awarded contract.

PURPOSE

GoTriangle is seeking a qualified and authorized Thermo King service provider to perform diagnostic, preventive maintenance, repair, warranty, and emergency services on Thermo King heating, ventilation, and air-conditioning systems installed on Gillig transit buses.

The purpose of this agreement is to maintain safe and reliable HVAC operation, improve passenger and operator comfort, reduce repeat failures, minimize vehicle downtime, and support fleet availability

SCOPE OF SERVICES

1. Mandatory Technical Requirements

The Contractor shall provide services for but not limited to:

1.1. Equipment Covered

1.1.1. Rooftop and rear-mounted HVAC units

1.1.2. Compressors and compressor assemblies

1.1.3. Condensers and evaporators

1.1.4. Blower motors and fans

1.1.5. Refrigerant hoses, lines, fittings, and seals

1.1.6. Expansion valves and receiver-driers

1.1.7. Electrical wiring, relays, fuses, sensors, and controllers

1.1.8. Thermostats and temperature-control components

1.1.9. Heating components and coolant-control valves

1.1.10. Filters, belts, pulleys, bearings, and tensioners

1.1.11. HVAC control panels and diagnostic systems

1.2. Preventative Maintenance

1.2.1. Inspecting refrigerant, oil, and coolant levels

1.2.2. Inspecting system pressures and air leaks

1.2.3. Inspecting and replacing filters

1.2.4. Inspecting belts, pulleys, bearings, hoses, fittings, and connections

1.2.5. Cleaning condenser and evaporator coils

1.2.6. Inspecting blowers, fans, motors, and drains

1.2.7. Testing heating and cooling performance

1.2.8. Inspecting electrical connections, sensors, relays, and controllers

1.2.9. Verifying control settings and HVAC software

1.2.10. Documenting measurements, deficiencies and recommend corrective action

1.3. Corrective Repairs

1.3.1. Refrigerant recovery, evacuation, charging, and leak repair

1.3.2. Compressor repair or replacement

1.3.3. Condenser and evaporator repair or replacement

1.3.4. Blower motor and fan repair or replacement

1.3.5. Electrical and electronic diagnostics and repairs

1.3.6. Controller, sensor, relay, thermostat, and wiring repairs

1.3.7. Replacement of belts, filters, valves, hoses, seals, bearings, and fittings

1.3.8. Heating-system and coolant-control repairs

1.3.9. Cleaning and clearing of drains or restricted airflow passages

1.3.10. Software updates, calibration, and programming

1.4. Parts and Materials. All parts shall:

1.4.1. Be Thermo King new and OEM

1.4.2. Be compatible with applicable HVAC units

1.4.3. Meet or exceed manufacturing requirements

1.4.4. Carry manufacturer or Contractor warranty

1.4.5. Be identified by description, part number, quantity, and unit price on invoices

1.5. Backordered or Unavailable Parts

The Contractor shall notify GoTriangle staff of any backordered or unavailable parts and provide an estimated availability date. All subsitutions must be approved prior to installation. All removed components shall be made available for inspection and returned upon request.

1.6. Quality and Performance Requirements. All completed work shall:

1.6.1. Have accurate documentation

1.6.2. Restore system to manufacturer operating specifications

1.6.3. Be inspected and performance tested before returning the vehicle back to service

1.6.4. Include verification of discharge temperature, system pressures, airflow, heating and cooling operation, and absence of leaks

1.6.5. Be completed in a manner that protects the bus, interior, exterior, wiring, and surrounding components

1.6.6. Minimize vehicle downtime and repeat repairs

2. Operational & Support Requirements

2.1. Inspection and Diagnostics

2.1.1. Inspect and diagnose reported HVAC system concerns

2.1.2. Retrieve and document applicable fault codes

2.1.3. Conduct operational, temperature, pressure, airflow, leak, electrical, and performance testing.

2.2. Emergency Service

2.2.1 The Contractor shall be available to service on an emergency basis for safety related HVAC issues, failures affecting scheduled pullout, and conditions that significantly reduce fleet availability.

3. Contractor Qualifications

The Contractor shall:

3.1. Maintain all required licenses, certifications, insurance, and permits

3.2. Use technicians certified under applicable EPA refrigerant-handling requirements

3.3. Provide suitable diagnostic equipment, recovery equipment, tools, and software

3.4. Follow Thermo King, EPA, and OSHA requirements

3.5. Properly recover, store, transport, and dispose of refrigerants and other regulated materials

3.6. Maintain a safe work area while performing services at GoTriangle facilities

3.7. Provide current Safety Data Sheets (SDS) for all chemicals and cleaning products used in performance of the work. Only products approved by GoTriangle or an authorized third party may be utilized. The Contractor shall maintain and follow documented procedures for wastewater management, waste handling, recycling, and disposal in accordance with all applicable environmental regulations and agency requirements.

3.8. Immediately report all injuries, illnesses, vehicle damage, spills, security breaches, unsafe conditions, near-miss incidents, and property damage to the designated GoTriangle Maintenance Department representative.

3.9. Vehicles, equipment, facilities, agency property, and sensitive onboard systems from damage, tampering, theft, or unauthorized access during the performance of cleaning or related services.

3.10. All Contractor personnel accessing GoTriangle property or facilities shall:

3.10.1. Possess a valid CDL driver's license as applicable to assigned duties

3.10.2. Wear appropriate PPE at all times while on-site

3.10.3. Display visible identification badges while on GoTriangle property

3.10.4. Comply with all GoTriangle facility access, escort, and security control procedures

3.10.5. Follow all posted safety and security requirements

4. Service Location and Vehicle Transportation

The Contractor shall:

4.1. Perform services at the following locations:

4.1.1. GoTriangle's maintenance facility (BOMF) located at 2501 Nelson Rd, Morrisville, NC 27560

4.1.2. Contractor authorized facility.

4.2. All Contractor authorized facilities must be approved by GoTriangle authorized respresentative prior to transfer and the start of work.

4.3. The Contractor shall identify any pickup, delivery, towing, mileage, or service-call charges in advance.

4.4. The Contractor shall be responsible for protecting and securing GoTriangle vehicles while they are in the Contractor's custody.

5. Estimate and Repair Authorization

5.1. After completing the diagnosis, the Contractor shall provide a written estimate containing:

5.1.1. Bus number and vehicle identification number

5.1.2. Thermo King unit model and serial number, when available

5.1.3. Reported concern

5.1.4. Diagnostic findings and fault codes

5.1.5. Identified cause of failure

5.1.6. Recommended repairs

5.1.7. Estimated labor hours and labor rate

5.1.8. Itemized parts and materials

5.1.9. Refrigerant type and estimated quantity

5.1.10. Shop supplies, travel, freight, or environmental charges

5.1.11. Applicable warranty coverage

5.1.12. Estimated completion date

5.2. The Contractor shall obtain authorization from GoTriangle's designated representative before exceeding an approved estimate or performing additional work. Any newly discovered condition shall be documented and submitted for approval.

6. Service Documentation

6.1. A completed service report shall be provided for each bus and shall include:

6.1.1. Service date

6.1.2. Bus number and vehicle identification number

6.1.3. Thermo King model and serial number, when available

6.1.4. Vehicle mileage and HVAC operating hours, when available

6.1.5. Reported concern

6.1.6. Diagnostic results and fault codes

6.1.7. Root cause of failure

6.1.8. Work performed

6.1.9. Parts installed or removed

6.1.10. Refrigerant type and quantity recovered or installed

6.1.11. Labor hours

6.1.12. Testing performed and final performance readings

6.1.13. Warranty status

6.1.14. Technician's name

6.1.15. Recommended follow-up work

6.2. Service documentation and invoices shall be sufficiently detailed to support GoTriangle's maintenance records and warranty administration, and should be submitted to GoTriangle along with the invoice for approval.

7. Invoicing

7.1. Invoicing shall reference the applicable purchase order and include:

7.1.1. Bus number and vehicle identification number

7.1.2. Service date

7.1.3. Itemized labor hours and approved labor rate

7.1.4. Itemized parts, quantities, and prices

7.1.5. Refrigerant and other materials used

7.1.6. Authorized travel, freight, environmental, or emergency charges

7.1.7. Warranty credits

7.1.8. Contractor's service report

7.1.9. Name of the GoTriangle representative who authorized the repair

7.1.10. Approved Purchase Order number

7.2. Charges not included in the approved estimate or authorized in advance will be rejected.

8. Warranty on Reapirs

8.1. The Contractor shall state the warranty period for labor and installed parts in its proposal. At a minimum, all repairs shall carry the applicable Thermo King or parts-manufacturer warranty.

8.2. Repeat failures related to defective parts or Contractor workmanship shall be diagnosed and corrected promptly. Warranty-covered corrections shall be completed at no additional cost to GoTriangle, including applicable labor and replacement parts.

9. Notice of Non-Acceptance and Cure

9.1. Any notice of non-acceptance shall specify the nature of the deficiency or non-compliance. The Contractor shall promptly, at no additional cost to GoTriangle:

9.1.1. Correct the deficiency;

9.1.2. Re-perform any nonconforming Services; or

9.1.3. Replace any defective equipment or components.

9.2. If the Contractor fails to cure the deficiency within the time specified in the Contract, or within a commercially reasonable period if not specified, GoTriangle may exercise any remedies available under the Contract or law, including:

9.2.1. Withholding payment for nonconforming Services;

9.2.2. Procuring substitute services from another provider and charging Vendor for any excess cost

9.2.3. Terminating the Contract for cause.

END OF SECTION

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Terms and Conditions

1. Services

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

2. Contract Term

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

3. Invoicing and Compensation

3.1. GoTriangle agrees to pay the Contractor, and the Contractor agrees to accept payment, for services rendered under the resulting contract in accordance with the mutually agreed-upon project milestones. Payment for each milestone shall be due within thirty (30) days following (i) the Contractor's submission of a valid invoice for the completed milestone, and (ii) written approval of milestone completion by the designated end user or authorized representative of GoTriangle.

3.2. Contractor shall submit an original invoice in a form satisfactory to GoTriangle and shall reference this Contract Number **1012-27-093.** Invoices shall be submitted in an electronic form to the following address: invoice@gotriangle.org.

3.3. GoTriangle hereby requires and Contractor agrees that Contractor will submit with the final invoice, a waiver of lien and all applicable Subcontractor's and Materialman's release and waivers of lien, in form and substance acceptable to GoTriangle, at the conclusion of Services performed and receipt by Contractor of a Notice of Acceptance from GoTriangle. Contractor shall also furnish all permits, licenses, certificates of approval from all governing inspection authorities including, as applicable, certificates of occupancy and inspection, applicable warranties, manufacturer's assigned guarantees and authorizations in the possession of Contractor. Additional completion documents may be required by GoTriangle's Contracts and Grants Coordinator.

3.4. GoTriangle will forward payments of Contractor's invoices to the "remit to" address on the invoice which has been approved for payment.

3.5. GoTriangle may withhold full or partial payment of any invoice as GoTriangle deems necessary due to:

3.5.1. Non-satisfaction of Services that are not remedied;

3.5.2. Third-party claims filed or information in possession of GoTriangle reasonably indicating probable filing of such claims;

3.5.3. Damage to GoTriangle or another party for which Contractor is partially or wholly responsible;

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

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

3.7. 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

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

4.2. No Change Order shall be issued where:

4.2.1. The change was necessitated in whole or in part by Contractor's failure to comply with a requirement of this Contract;

4.2.2. Contractor's work would have been affected by any other cause that would not be considered an alteration in, addition to, or deduction from the Services requested by the GoTriangle;

4.2.3. Contractor proceeds with any Services without giving notices as required under the Contract; or

4.2.4. The changes are required to correct deficient Services, to achieve compliance with the requirements set forth in this Contract, or due to Services which do not conform with good industry practices, or is otherwise faulty or defective.

5. Services on GoTriangle's Premises

5.1. Contractor understands and agrees that it is solely responsible for ensuring that its personnel will perform the Services called for hereunder in a safe manner and in accordance with all applicable safety laws and regulations, including but not limited to the Occupational Safety and Health Act and its implementing regulations. Contractor further agrees that it will ensure all of its personnel performing Services on GoTriangle's premises will observe all applicable GoTriangle safety rules and standards. Contractor also agrees that it is required to discharge any duty or responsibility of Contractor to its personnel or other persons. Contractor will provide all necessary training and supervision to ensure compliance with all requirements of this Section.

5.2. The Services of Contractor should be done in such a manner that the Services do not interfere with the continuous operation of GoTriangle's business or the work of other Contractors. In the event that the Services performed hereunder may conflict in any way with such continuous operation or the work of other Contractors, agreement will be reached with GoTriangle as to the sequence to be followed in performing the Services.

5.3. Personnel required to work on the GoTriangle's property must obtain a GoTriangle's vendors' badge. Contractor must advise its affected Personnel that, to obtain a vendor's badge and to access GoTriangle's confidential information, the Contractor will perform a background check.

6. Conflict of Interest

GoTriangle has adopted a Code of Ethics that establishes standards of conduct for GoTriangle officials and employees. No director, officer or employee of GoTriangle shall have, during their tenure, any interest, direct or indirect, in Contractor, its subcontractors, this Agreement or the proceeds thereof. Contractor shall not, directly or indirectly, offer to the aforementioned individuals, nor shall such individuals accept from Contractor, gifts, gratuities, favors, or anything of monetary value.

7. Contract Termination

7.1. Termination for Convenience

7.1.1. GoTriangle may terminate the Contract for the convenience of GoTriangle by giving the Contractor thirty (30) calendar days prior written notice of such termination.

7.1.2. Upon receipt of a written notice of termination, the Contractor shall:

a. Immediately discontinue all Services affected (unless the notice directs otherwise),

b. Deliver to and transfer title to the GoTriangle's authorized personnel all data, reports, and other information and materials as may have been accumulated by Contractor in performing the Services under this Agreement, whether completed or in process, and

c. Make no additional commitments for any resources except as necessary to complete the remaining work under this contract.

7.1.3. GoTriangle may at any time, by written notice to Contractor, require Contractor to stop all, or any part, of the Services for a period herein specified in the Stop Work Order, not to exceed ninety (90) calendar days after the Stop Work Order is delivered to Contractor, and for such further period to which the parties may agree in writing. Upon receipt of the Stop Work Order, Contractor shall immediately stop performing the Services covered by the Stop Work Order and take all reasonable steps to minimize the incurring of costs allocated to the portion of the Services covered by such Stop Work Order. Within the period, GoTriangle will deliver to Contractor either (i) a notice that the Stop Work Order is canceled, and authorization for the Services to re-commence or (ii) a notice of termination of the Agreement for convenience or default.

7.1.4. Notwithstanding any other provisions to the contrary, including without limitation the provisions of the Agreement relating to compensation, if GoTriangle terminates the Agreement for convenience, GoTriangle will pay the Contractor for Services performed through the date of termination in accordance with the compensation provisions of this Agreement.

7.2. Termination For Default

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

a. It fails to begin, or abandons, the work of the Contract in accordance with Contractual requirements;

b. It fails to deliver the Product or perform the Services within the time specified in the Contract or any extension approved by the Contracting Officer;

c. It fails to make progress in a manner deemed reasonable by the Contracting Officer so as to endanger performance of the Contract; or

d. In the view of the Contracting Officer, the Contractor violates the Contract or does not execute it reasonably and in good faith.

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

7.2.3. Upon receipt of a "Notice of Default," the Contractor shall immediately cease performance of the work so terminated. GoTriangle shall have the right to take any action necessary to complete the work, including performing the work itself, or contracting with another party to do so. In the event the work is completed directly by GoTriangle or by a third party, the Contractor shall be liable for the additional costs and expenses necessary to complete the work, including, without limitation, labor, material costs, development costs, tooling expenses, equipment costs, software costs, and property costs. The Authority may deduct the costs and expenses so charged from any monies otherwise payable to the Contractor. Nothing contained herein shall be deemed to relieve the Contractor of its continuing obligation to perform any portion of the Contract that was not terminated.

7.2.4. GoTriangle may, in its sole discretion, waive a default by the Contractor, but such waiver shall not be deemed a waiver of any subsequent default.

7.2.5. Upon any termination for default, GoTriangle may require the Contractor to transfer title and deliver to GoTriangle:

a. any completed or partially completed Services, Products or other work or deliverables, and

b. components (including data and intellectual property) and contract rights that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Authority may have an interest.

7.2.6. Upon any termination for default, GoTriangle shall only pay for Products or Services accepted in accordance with this Contract. GoTriangle may also compensate the Contractor for any actions it reasonably takes at the Contracting Officer's direction, for the protection and preservation of property. GoTriangle may withhold from these amounts, any sum that the Contracting Officer determines to

be necessary to protect GoTriangle against loss because of outstanding or claimed liens, or pending or anticipated claims under the Contract.

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

8. Transition Assistance

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

9. Indemnification and Hold Harmless

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

9.1. In addition to the indemnity provisions set forth elsewhere in this Agreement and not in limitation thereof, Contractor agrees to indemnify and hold the Indemnitees harmless from any and all alleged claims, losses, judgments, or causes of action by Contractor's employees, independent Contractors, or their representatives for personal injury or death arising out of, during, or from performance of the Services caused by any act or omission of Contractor. This provision is entered into pursuant to North Carolina General Statute Section 97-10.2(e).

9.2. Contractor understands and agrees that it is Contractor's responsibility to provide indemnification to GoTriangle pursuant to this Section. Insurance, while anticipated to provide a funding source for indemnification, is in addition to any indemnification requirements. The failure of the Contractor's insurance to fully fund any indemnification shall not relieve the Contractor of any obligation under the indemnification clauses set out within this Agreement.

9.3. In performing its duties under this requirement, Contractor shall, at its sole expense, defend GoTriangle with legal counsel reasonably acceptable to GoTriangle. GoTriangle shall nevertheless have the right at its expense to participate in the defense of such Charges. Notwithstanding the foregoing, however, under no circumstances shall Contractor compromise or settle any such Charges without the prior written consent and approval of GoTriangle, after full disclosure by Contractor. Section 10 shall survive expiration or termination of this Agreement.

10. Dispute Resolution

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

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

10.1. If it is determined, on appeal, that GoTriangle's interpretation of the Agreement, direction to Contractor, or any other action required by GoTriangle's decision was an erroneous determination of the rights and obligations of the parties under the Agreement, Contractor's remedy shall be the same as if such action were a change under Section 4 Changes in the Services above.

10.2. Unless otherwise directed by GoTriangle, Contractor shall continue performance under the Agreement while matters in dispute are being resolved. Nothing in this section shall preclude alternative dispute resolution.

10.3. By submission of a proposal or offer in response to GoTriangle's solicitation, Contractor agreed to exhaust its administrative remedies under this Section 10 prior to seeking

judicial relief of any type in connection with any matter related to the solicitation, the award of any contract, and any dispute under any resulting contract.

11. Choice of Law / Forum

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

12. 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.

13. Independent Contractor

13.1. The parties acknowledge that Contractor is an independent Contractor to GoTriangle. This Agreement is not to be construed as creating or constituting a joint venture, partnership, or agent/principal relationship between GoTriangle and Contractor. Contractor represents that it has, or will secure, at its own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of, shall not be considered servants or agents or, nor have any contractual relationship with GoTriangle. Contractor, consistent with its status as an independent Contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of GoTriangle by reason of this Agreement. Contractor shall be responsible for all withholding and employer taxes with respect to such personnel to the complete exclusion of GoTriangle.

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

14. Accuracy of Financial Statements

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

15. Non-Discrimination

To the extent permitted by North Carolina 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 Amercian with Disabilities Act of 1990, the parties for themselves, their agents, trustees, officials, directors, officers, members, representatives, employees, and Contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

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

16. Covenant Against Contingent Fees

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. In the event of a breach or violation of this warranty, GoTriangle shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation set forth in this Agreement, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

17. Delegation and Assignment

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

18. Nonwaiver

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

19. Merger

This Agreement constitutes the entire agreement of the parties, all prior discussions, representations and agreements being merged herein. The Agreement may not be amended

except in writing signed by both parties to the Agreement. The captions in this Agreement are for convenience only and shall not affect the substantive meaning of any provision herein.

20. 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.

21. 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.

22. 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.

23. Notices

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

23.1. Contractor:

_____

_____

23.2. GoTriangle:

GoTriangle
Attn: President and CEO
P.O. Box 13787 (mail)
Research Triangle Park, NC 27709
4600 Emperor Blvd, Ste 100 (delivery)
Durham, NC 27703

- With a copy to:
  Attn: General Counsel
  P.O. Box 13787 (mail)
  Research Triangle Park, NC 27709
  4600 Emperor Blvd, Ste 100 (delivery)
  Durham, NC 27703

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

24. No Third-Party Rights

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

25. Severability

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

26. Survivorship

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

27. Attachments

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

28. Separate Counterparts

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

29. Iran Divestment Act

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

29.1. 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.

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

30. 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.

31. 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.

32. 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.

33. Operational Continuity

Operational Continuity Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under Section 18. Delegation and Assignment, that expressly recognizes the event.

34. Acceptance Process

34.1. GoTriangle shall have the obligation to notify Contractor, in writing ten (10) calendar days following provision, performance (under a provided milestone or otherwise as agreed) or

delivery of any Services or other Deliverables described in the Contractor that are not acceptable.

34.2. Acceptance testing is required for all Contractor supplied software and software or platform services unless provided otherwise in the solicitation documents or a Statement of Work. GoTriangle may define such processes and procedures as may be necessary or proper, in its opinion and discretion, to ensure compliance with the GoTriangle's specifications, and Contractor's Product Warranties and technical representations. GoTriangle shall have the obligation to notify Contractor in writing and within thirty (30) days following installation of any software deliverable if it is not acceptable.

34.3. Acceptance of Services or other Deliverables including software or platform services may be controlled by an amendment hereto, or additional terms as agreed by the Parties.

34.4. The notice of non-acceptance shall specify in reasonable detail the reason(s) a Service or given Deliverable is unacceptable. Acceptance by GoTriangle shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverables. Final acceptance is expressly conditioned upon completion of any applicable inspection and testing procedures. Should a Service or Deliverable fail to meet any specifications or acceptance criteria, GoTriangle may exercise any and all rights hereunder. Services or Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects or errors contained in the Services or Deliverables or non-compliance with the specifications were not reasonably ascertainable upon initial inspection. If the Vendor fails to promptly cure or correct the defect or replace or re-perform the Services or Deliverables, GoTriangle reserves the right to cancel the Purchase Order, contract with a different Vendor, and to invoice the original Contractor for any differential in price over the original Contract price.

Instructions to Offerors

Research Triangle Regional Transportation Authority d.b.a. GoTriangle ("GoTriangle") invites qualified and experienced firms to submit Proposals for consideration to contract with GoTriangle to provide Thermo King HVAC Repair and Maintenance.

1. Anticipated Project Schedule

RFP Issue Date:	11/17/2026
Pre-Offer Conference:	Pre-Offer conference will not be conducted
Requests For Clarification Due:	12/04/2026 before 2:00 PM local NC time
Exceptions to Terms and Conditions, if applicable:	12/04/2026 before 2:00 PM local NC time
Addendum Published, if applicable:	12/09/2026
Proposal Due Date and Time:	12/16/2026 before 2:00 PM local NC time
Proposal Evaluation:	12/23/2026
Negotiations and BAFO, if applicable:	12/30/2026
Notice of Intent to Award:	1/6/2027
Contract Execution:	Upon GoTriangle's Board approval, if applicable

2. Requests for Clarification

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

3. Pre- Offer Conference

Pre-Offer conference will not be conducted for this solicitaion.

4. Addenda

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

Only a solicitation addendum issued by the procurement officer may modify the Solicitation.

5. Proposal Content

The proposal information shall be presented in a clear, comprehensive, and concise manner and in the prescribed format. In order for GoTriangle to adequately compare and evaluate qualifications objectively, proposals shall be submitted in accordance with the following format in terms of order. The proposals shall be prepared simply and economically, providing straightforward and concise information. Materials other than those specifically requested at each stage of the selection process will not be considered and shall not be submitted at any time during the selection process. Proposals shall be submitted to GoTriangle on the most favorable of terms possible from the standpoint of cost, quality and technical capability.

In addition to a Cover Sheet listing the Offeror's name, the RFP title and number, date of submission and a Table or Content, the Offerors shall limit their submissions to the following information:

5.1. Technical Approach and Experience (NTE 2 pages)

5.1.1. Describe your company's experience providing diagnostic, preventive maintenance, repair, and emergency services for Thermo King HVAC systems, including experience with transit agencies and Gillig buses or similar vehicles.

5.1.2. Describe your company's approach to obtaining Thermo King OEM parts, providing warranty support, and ensuring HVAC systems are properly serviced and maintained.

5.2. Work Plan and Methodology (NTE 2 pages)

5.2.1. Describe your approach to performing routine HVAC maintenance, troubleshooting, repairs, and seasonal inspections.

5.2.2. Describe your process for responding to scheduled service requests and emergency repairs, including typical response times, service documentation, and verification of completed repairs.

5.3. Staffing and Resources (NTE 2 pages)

5.3.1. Describe your available staffing, technician qualifications, and experience supporting a transit fleet of approximately 100 buses.

5.3.2. Describe the service vehicles, diagnostic tools, equipment, parts resources, and service locations available to perform the required HVAC services.

5.4. Compliance and Safety (NTE 2 pages)

5.4.1. Describe your company's safety practices and procedures for HVAC maintenance and repairs, including refrigerant handling, recovery, storage, and disposal.

5.4.2. Describe your company's applicable certifications, technician safety training, and procedures for complying with Thermo King requirements, EPA and OSHA regulations, and GoTriangle's facility safety and security requirements.

5.5. Completed Attachment A - Offeror Form

5.6. Completed Attachment B - Cost Proposal

5.7. Completed Attachment C - Minimum Insurance Requirements

5.8. Completed Attachment D - E-Verify Employer Compliance Statement

5.9. Completed Attachment E - Iran Divestment Act Certification

5.10. Completed Attachment F - Boycott of Israel Divestment Act Certification

5.11. Completed Attachment G - Certification Regarding Conflict of Interest

5.12. Completed Attachment H - Statement of Non-Collusion

5.13. Completed Attachment I - Conformance Statements

5.14. Completed Attachment I1 - Exceptions Form, if applicable

5.15. Attachment J - Offeror References

5.16. Completed Attachment K - Statement of Judgments

5.17. Completed Attachment L - Responsiveness and Responsibility Statement

5.18. Completed Attachment M - RFP Response Checklist

6. Proposal Submittal

The email Subject line shall be as follows:

Offeror's Company Name - PROPOSAL - RFP No. 1012-27-093 Thermo King HVAC Repair and Maintenance

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

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

Offerors shall provide one (1) proposal for this solicitation. Offerors are strongly encouraged to submit their proposals in a timely manner. **Proposals received after the time and date specified will be rejected and considered ineligible for award.**

GoTriangle reserves the right to extend the RFP due date at its sole discretion and for its own convenience. GoTriangle will provide a final addendum, if any, a minimum of five (5) days prior to the date for receipt of proposals.

7. Exceptions to Terms and Conditions

7.1. 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.

7.2. If requesting any exceptions, the Offeror shall complete the **Attachment I-1 Exception Form**, and submit to GoTriangle in an electronic format to the following email address: Sjones@gotriangle.org, by the date and time indicated in Section 1. Anticipated Project Schedule.

7.3. Any exceptions requested after the specified deadline, or listed elswhere in the document, including Offeror's preprinted standard terms will be void in that Offer and without force or effect in any resulting contract.

7.4. 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.

8. Addenda

8.1. Any changes to this RFP document will be made by written addenda issued by GoTriangle. Upon issuance, the addenda will be considered part of the RFP document and will prevail over inconsistent or conflicting provisions contained in earlier versions of the RFP document. Addenda will be available for download from the GoTriangle website in the same manner as the RFP document at https://GoTriangle.org/request-proposals-rfp.

8.2. It is the responsibility of the offeror to periodically check GoTriangle's website for addendas.

8.3. Offerors shall acknowledge their receipt of all addenda in the Attachment A - Offeror Form submitted with their proposal submission, with each addendum listed separately. As with other required documentation, proposals that fail to provide a detailed listing of addenda received may be excluded from further consideration for this solicitation.

8.4. A revised due date for proposals (if applicable) will be stated in each addendum.

9. Selection Procedures

9.1. Proposals will first be reviewed for completeness of the components specified in the Section 5. The absence of any required information will result in exclusion from further analysis.

9.2. GoTriangle will make the award to the responsive and responsible Contractor whose proposal is most advantageous to the GoTriangle and offer the "Best Value.".

9.3. 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.

9.4. 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.

9.5. 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.

9.6. GoTriangle reserves the right to reject any and all proposals.

10. Evaluation

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

NO.	Criteria	Weight
1	Techical Approach and Experience	30%
2	Work Plan and Mehodology	20%
3	Staffing and Recources	20%
4	Compliance and Safety	20%
5	Cost Proposal	10%

10.2. 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.

10.3. The Evaluation Committee may invite the highest ranked Offerors to conduct Oral Presentations and Product Demonstrations. GoTriangle will provide the date, time, location and agenda to the qualified Offerors with a minimum of five (5) business days' notice.

10.4. 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.

10.5. The Evaluation Committee will evaluate BAFO(s), oral presentations and product demonstrations as part of the Offerors' respective proposals to determine the final rankings. Approval and award of the contract will be made by the GoTriangle Board of Trustees.

10.6. GoTriangle will not compensate or reimburse Offerors for any costs incurred as a result of this selection process and subsequent contract negotiations.

11. 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.

11.1. 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:

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

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

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

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

11.2. 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.

12. Contractual Relationships

12.1. 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).

12.2. Subcontracting is not allowed under this contract.

13. Disadvantage Business Enterprise (DBE) Participation

13.1. Pursuant to 49 C.F.R. Part 26, GoTriangle has established a Disadvantaged Business Enterprise (DBE) Program that states "GoTriangle shall not discriminate in any manner on the basis of race, color, sex or national origin, and shall take all reasonable steps to ensure that certified Disadvantaged Business Enterprises have the maximum opportunity to participate in the performance of contracts."

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

13.3. Any questions related to the GoTriangle's DBE Program shall be directed to Ms. Jamila Ormond, Director of Equal Opportunity and Compliance at jormond@gotriangle.org.

14. Modification and Withdrawal of Proposals

14.1. 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.

14.2. 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.

15. Proposal Rejection / Reserved Rights

15.1. 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.

15.2. 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.

16. News Releases

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

17. Identifying Conflicts of Interest

17.1. Duty to Disclose Potential Conflicts of Interests

17.1.1. 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.

17.1.2. 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.

17.2. Identifying and Remedying the Potential for Bias

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

17.3. Identifying and Remedying the Unfair Competitive Advantage

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

18. Protest Procedures

18.1. 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.

18.2. 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 redomendation and the Intent to Award, any Offeror may file a protest regarding the recommendation. The protest must be in writing and must be received by the GoTriangle General Manager not later than five (5) working days GoTriangle will consider all protests regarding the recommended Proposer prior to executing the contract.

18.3. Filing Procedures

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

- Include the name and address of the protester.
- Identify the procurement.
- Contain a statement of the legal and factual grounds for the protest and any supporting documentation. The grounds for the protest must be fully supported.
- Indicate the ruling or relief desired from GoTriangle.

Protests shall be filed with the GoTriangle President & CEO, via personal delivery or courrier to 4600 Emperor Boulevard, Suite 100, Durham, NC 27703. The President & CEO will respond to each substantive issue raised in the protest. With regard to a properly filed protest, GoTriangle's determination will be final. Violations of federal law or regulations will be handled by the complaint process stated within that law or regulation. Violations of state law, or state or local regulations will be under the jurisdiction of the appropriate state or local authorities.

18.4. Protests Referred to the FTA

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

18.5. Costs and Damages

All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor’s expense. GoTriangle will not be liable for damages to the Offeror filing the protest or to any participant in the protest, on any basis, expressed or implied.

ATTACHMENTS

Attachment A - Offeror Form

Offeror's Legal Name

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

Principal to Contact / Title

Email Telephone

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

State of Incorporation Year Established

State of North Carolina Registration No. Federal Tax Identification No.

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

_____

CERTIFICATION

The undersigned Offeror certifies that, to the best of his/her knowledge, the information presented in this solicitation is a statement of facts and that the firm has the financial capability to perform the work being applied for. The undersigned Offeror further certifies that it knows of no personal and/or organizational conflict of interest prohibited under federal, state, and local law.

I certify (or declare) under penalty of perjury under the laws of the State of North Carolina that the foregoing is true and correct.

Signature Date

Print Name Title

Attachment B - Cost Proposal

UPLOADED AS SEPARATE EXCEL DOUMENT

Attachment C - Minimum Insurance Requirements

1. Definitions

   1.1. "Contractor" as used in this Attachment 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.**

Before commencing performance under this Contract, for each required policy Contractor shall furnish a certificate of insurance (COI) ***along with the applicable endorsements*** to GoTriangle that demonstrates coverage in compliance

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

Company Name Signature & Date

Name and Title of Authorized Signee

Attachment D - E-Verify Employer Compliance Statement

E-VERIFY FOR PUBLIC CONTRACTS: HB 786 (S.L. 2013-418)

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

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

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

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

Below check the type of employer and complete the information.

☐ **Employer with less than 25 employees, not required to use E-Verify.**

☐ **Employer with 25 or more employees, required by NCSL 213-418 to use E-Verify. Yes, we comply.**

Company Name _____ Signature & Date _____

Name and Title of Authorized Signee _____

Attachment E - Iran Divestment Act Certification

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

As of the date 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.

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 riot utilize any subContractor found on the State Treasurer's Final Divestment List.

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

Company Name Signature & Date

Name and Title of Authorized Signee

Attachment F - Boycott of Israel Divestment Act Certification

COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. § 147-86.81 *et seq*. *

Pursuant to N.C.G.S. §147-86.81, any person identified as engaging in a boycott of Israel, as defined by this Act. In addition, State agencies must divest from investments in such restricted companies, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to §147-86.81, is ineligible to contract with the State of North Carolina or any political subdivision of the State.

As of the date listed below, the supplier or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to §147-86.81.

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

N.C.G.S. §147-86.81 requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the vendor made its bid)
- When a contract is renewed or assigned

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

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

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

Company Name

Signature & Date

Name and Title of Authorized Signee

Attachment G - Certification Regarding Conflict of Interest

THE BIDDER/OFFEROR IS REQUIRED TO CERTIFY THAT PERFORMANCE OF THE WORK WILL NOT CREATE ANY CONFLICTS OF INTEREST OR DISCLOSE ANY ACTUAL OR POTENTIAL CONFLICTS OF INTEREST BY COMPLETING 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:

Company Name Signature & Date

Name and Title of Authorized Signee

Attachment H - Statement of Non-Collusion

BY SUBMISSION OF THIS PROPOSAL, BIDDER / OFFEROR AND EACH PERSON SIGNING ON BEHALF OF BIDDER / OFFEROR CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

1) The prices of this proposal have been arrived at independently, without collusion, consultation, communication, or agreement with any other Bidder / Offeror or competitor, for the purpose of restricting competition or as to any matter relating to price.

2) Unless otherwise required by law, the prices quoted in this proposal have not been knowingly disclosed by Bidder / Offeror and will not be disclosed by Bidder / Offeror directly or indirectly to any other Bidder / Offeror or competitor before proposals are opened.

3) No attempt has been made or will be made by the Bidder / Offeror to induce any other person, partnership or corporation to submit or not to submit a bid on any portion of the Project work.

IF, FOR ANY REASON, BIDDER / OFFEROR CANNOT CERTIFY AS SET FORTH ABOVE, BIDDER / OFFEROR SHALL SO STATE AND SET FORTH THE REASONS IN DETAIL BELOW:

_____

_____

_____

_____

_____

_____

Subscribed to under penalty of perjury under the laws of the State of North Carolina, this

_____ day of _____, 20____ as the act and deed of said corporation or partnership.

_____

Company Name Signature & Date

_____

Name and Title of Authorized Signee

Attachment I - 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.*

Company Name

Signature & Date

Name and Title of Authorized Signee

Attachment I1 - Exceptions Form

UPLOADED AS SEPARATE EXCEL DOUMENT

Attachment J - Offeror References

Provide a minimum of **three (3) references** for current or recent clients (within the past five years) for whom the Offeror has provided vehicle washing and detailing 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:

Company Name Signature & Date

Name and Title of Authorized Signee

Attachment K - Statement of Judgments

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

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

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

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

Company Name Signature & Date

Name and Title of Authorized Signee

Attachment L - Responsiveness and Responsibility Statement

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

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

1. The Offeror has the experience, capability, resources, and sufficient qualified personnel to perform the work required by this RFP in a timely manner and in accordance with applicable professional standards, and will devote such resources as necessary for proper performance. Yes ☐ No ☐

2. The Offeror has examined all specifications, instructions, terms, and conditions of the RFP; has investigated the scope of work and conditions affecting performance; and assumes full responsibility for performance of the work and all risks associated therewith. Yes ☐ No ☐

3. The Offeror is able to comply with all delivery schedules, milestones, and performance requirements, taking into consideration all existing commercial and governmental commitments. Yes ☐ No ☐

4. The Offeror has a satisfactory record of performance and maintains integrity and ethical business practices. Yes ☐ No ☐

5. The Offeror has the necessary organization, accounting systems, internal controls, and operational capacity to perform the contract. Yes ☐ No ☐

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

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

Company Name	Signature & Date
Name and Title of Authorized Signee	

Attachment M - RFP Response Checklist

Item		Completed and Provided	
1	Cover Sheet and Table or Content	Yes ☐	No ☐
2	Technical Approach and Experience (NTE 2 pages)	Yes ☐	No ☐
3	Work Plan and Methodology (NTE 2 pages)	Yes ☐	No ☐
4	Staffing and Resources (NTE 2 pages)	Yes ☐	No ☐
5	Compliance and Safety (NTE 2 pages)	Yes ☐	No ☐
6	Attachment A: Offeror Form	Yes ☐	No ☐
7	Attachment B: Cost Proposal	Yes ☐	No ☐
8	Attachment C: Minimum Insurance Requirements	Yes ☐	No ☐
9	Attachment D: E-Verify Employer Compliance Statement	Yes ☐	No ☐
10	Attachment E: Iran Divestment Act Certification	Yes ☐	No ☐
11	Attachment F: Boycott of Israel Divestment Act Certification	Yes ☐	No ☐
12	Attachment G: Certification Regarding Conflict of Interest	Yes ☐	No ☐
13	Attachment H: Statement of Non-Collusion	Yes ☐	No ☐
14	Attachment I: Conformance Statements	Yes ☐	No ☐
15	Attachment I1: Exceptions Form	Yes ☐	No ☐
16	Attachment J: Offeror References	Yes ☐	No ☐
17	Attachment K: Statement of Judegements	Yes ☐	No ☐
18	Attachment L: Responsiveness and responsibility	Yes ☐	No ☐
19	Attachment M: RFP Response Checklist	Yes ☐	No ☐