



**REQUEST FOR QUALIFICATION (RFQ) No. 1012-26-075  
FOR  
CONSTRUCTION MANAGER AT RISK (CMAR) 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-mentioned services.

The Request for Qualifications (RFQ) document is available for download on the State of North Carolina Electronic Vendor Portal: <https://evp.nc.gov> or on GoTriangle's website: <https://gotriangle.org/procurement>.

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Publish Date: **July 8, 2026**

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Proposal Due Date & Time: **August 12, 2026, by 2:00 pm local NC time**

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Submission Location: **Proposals shall be delivered to:**

<b>Via email to:</b>	<b>Or Via hard copy to:</b>
<b>Tim Heule, Procurement Officer</b> <b>Email: <a href="mailto:Theule@gotriangle.org">Theule@gotriangle.org</a></b>	<b>GoTriangle</b> <b>4600 Emperor Blvd, Suite 100</b> <b>Durham, NC 27703</b> <b>Attn: Tim Heule, Procurement Officer</b>

**RFQ No. 1012-26-075 shall be clearly written on the outside of the envelope.**

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Optional Pre-Offer Conference: **July 22, 2026 at 10:00 am local NC time**

Location: **GoTriangle**  
**4600 Emperor Blvd, Suite 100 Durham, NC 27703**

Microsoft Teams meeting: <https://teams.microsoft.com/meet/238310118654908?p=XA8e3yGhhMbkmXe2v1>  
**Meeting ID: 238 310 118 654 908**  
**Passcode: YA6Ku3Wr**

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**Instructions for preparing and submitting the proposal are set forth in the Instructions to Offerors Section 6, Contents of Submittal. To be deemed responsive and responsible, the Offerors must provide all required documents listed in this section.**

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All Inquiries regarding this solicitation shall be submitted to:  
Tim Heule, Procurement Officer  
Email: [THeule@GoTriangle.org](mailto:THeule@GoTriangle.org) Office: 919-485-7559

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

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## STATEMENT OF QUALIFICATIONS

### I. BACKGROUND

GoTriangle's 2022 Regional Fleet & Facility Study concluded that expanding, renovating, and modernizing the existing Nelson Road Bus Operations and Maintenance Facility (BOMF) is the most cost-effective approach to meet current and future fleet and service expansion needs over the facility's anticipated 40+ year service life.

The study evaluated existing conditions, future operational needs, and potential facility alternatives and developed a conceptual (approximately 15% level) design, preliminary construction phasing approach, and planning-level cost estimate.

The current planning-level project budget is approximately \$35.2 million (2022 dollars), inclusive of design, construction, and contingency. The project is also reflected in regional transit capital plans at approximately \$40 million (2023 dollars).

GoTriangle has initiated environmental review under the National Environmental Policy Act (NEPA) with the Federal Transit Administration (FTA) and anticipates a Categorical Exclusion determination. The project is supported by federal funding sources, including grants for low- and no-emission vehicles and electric charging infrastructure, and additional discretionary funding opportunities may be pursued.

GoTriangle will utilize a Construction Manager at Risk (CMAR) project delivery method for the design and construction of the GoTriangle Building Operations and Maintenance Facility (project).

### II. MINIMUM QUALIFICATIONS AND EXPERIENCE REQUIREMENTS

The Construction Manager at Risk (CMAR) shall possess the qualifications, experience, staffing, and technical expertise necessary to successfully provide preconstruction and construction services for the Project. At a minimum, the CMAR shall be able to demonstrate the following:

#### Experience and Qualifications

The CMAR shall:

- Have a minimum of ten (10) years verifiable experience providing Construction Manager at Risk (CMAR), Construction Management, or General Contracting services for projects of similar size, scope, complexity, and operational requirements.
- Possess verifiable experience delivering public-sector projects, preferably for transit agencies, municipalities, state agencies, or other governmental entities.
- Demonstrate successful completion of projects involving complex mechanical, electrical, plumbing (MEP), communications, and operational systems, with particular experience in transit operations facilities, fleet maintenance facilities, industrial facilities, or other comparable operational environments.

- Hold all licenses and certifications required by the State of North Carolina and maintain the capacity and resources necessary to perform the work of the project, including but not limited to a General Contractor license.

### **Key Personnel**

The CMAR shall:

- Provide and maintain a qualified project team throughout all phases of the Project, including at a minimum a Project Executive, Project Manager, Preconstruction Manager, Superintendent, and other personnel necessary for successful delivery of the project work.
- Assign personnel with demonstrated experience on projects of similar size, scope, complexity, and delivery method, including phased construction, active/occupied facility work, operational continuity requirements, complex stakeholder coordination, and multi-system integration.
- Maintain continuity of key personnel throughout the Project. Substitutions shall require prior written approval from GoTriangle. Replacement personnel shall possess equal or greater qualifications.
- Provide sufficient staffing, supervision, and technical resources to support preconstruction, construction, commissioning, closeout, and warranty-phase obligations.

### **Relevant Project Experience**

The CMAR shall possess experience delivering projects of similar size, scope, complexity, and operational requirements, including phased construction, active operational environments, and coordination among multiple stakeholders.

Relevant project experience includes, but is not limited to:

- Transit maintenance facilities;
- Bus operations and support facilities;
- Fleet maintenance facilities;
- Federally funded construction projects;
- Construction within active and occupied facilities while maintaining continuity of operations.

### **Preconstruction Services**

Preconstruction services shall support design development and the establishment of the Guaranteed Maximum Price (GMP). The CMAR shall collaborate with GoTriangle, the design consultant, and stakeholders throughout this phase.

The CMAR shall:

- Develop and maintain cost estimates and cost models throughout the project.
- Perform constructability reviews at appropriate milestones and provide recommendations to improve efficiency, reduce risk, and enhance constructability.
- Identify value engineering opportunities consistent with project scope, quality, and performance requirements.
- Develop and maintain project schedules including design, procurement, construction, commissioning, and occupancy milestones.
- Identify risks and provide mitigation strategies affecting cost, schedule, safety, quality, and operations.
- Develop, validate, and support negotiation of the GMP, including assumptions, allowances, contingencies, and risk allocations.
- Coordinate with design teams to support complete, coordinated, and constructible contract documents.
- Provide recommendations on phasing, logistics, procurement strategies, long-lead items, utilities, and operational continuity.

### **Construction Phasing and Operational Continuity**

The CMAR shall plan and execute the Work to maintain safe, continuous, and efficient facility operations.

The CMAR shall:

- Develop and maintain a construction phasing plan defining sequencing, operational impacts, and milestones.
- Develop site logistics plans addressing access, circulation, safety, staging, deliveries, and material management.
- Implement safety separation measures to protect workers, transit operations, and the public.
- Provide temporary facilities, utilities, and access required to maintain operations.
- Maintain operational continuity strategies to minimize service disruptions. Uninterrupted facility operations will be defined collaboratively during preconstruction, not assumed unlimited.
- Coordinate with GoTriangle, utilities, agencies, and stakeholders regarding operational constraints and planned work.
- Adjust phasing and logistics as required to maintain safety, schedule, and operational continuity.

### **Schedule Management, Cost Control, and Guaranteed Maximum Price (GMP) Development**

The CMAR shall manage schedule, cost, and GMP throughout the Project lifecycle.

The CMAR shall:

- Prepare and maintain a **cost-loaded Critical Path Method (CPM) schedule** using Primavera P6 or an Owner-approved equivalent. The schedule shall establish the project baseline, identify the critical path, and integrate all work activities, including design, permitting, procurement, construction, testing, and commissioning. The CPM schedule shall be **cost-loaded** and will be used as the basis for progress measurement, progress payments, forecasting, schedule analysis, and evaluation of changes, delays, and recovery plans. Monitor progress and implement corrective actions to maintain schedule performance.
- Implement cost control systems including budgeting, forecasting, and reporting.
- Manage change control processes for cost and schedule impacts.
- Perform cost reconciliation at key project milestones.
- Develop, refine, and administer the GMP including all assumptions, contingencies, and risks.
- Provide continuous estimating and budget validation.
- Provide regular reporting on schedule, cost, forecasts, and changes.

### **Safety, Reporting, Coordination, and Commissioning**

The CMAR shall maintain safety, coordination, commissioning, and closeout systems throughout the Project.

The CMAR shall:

- Implement a project-specific safety management program.
- Conduct safety training, inspections, and compliance monitoring.
- Provide regular reporting on schedule, cost, safety, quality, and risk.
- Coordinate with all project stakeholders to support communication and issue resolution.
- Identify and manage risks, conflicts, and constraints.
- Develop and implement commissioning plans, including systems readiness and integrated systems testing.
- Coordinate testing, startup, and performance verification of systems.
- Provide training, manuals, warranties, and closeout documentation.
- Manage turnover, punch list, commissioning completion, and final acceptance.

### **Utility Coordination and Infrastructure**

The CMAR shall manage all utility coordination and site infrastructure work.

The CMAR shall:

- Coordinate with utilities and agencies to identify and resolve conflicts.
- Develop utility relocation sequencing aligned with project phasing.

- Maintain service continuity where applicable.
- Mitigate utility-related risks, including subsurface utilities.
- Coordinate installation of site infrastructure systems.
- Integrate utility work with overall construction activities.

### **Federal Funding Compliance**

The CMAR shall ensure compliance with all applicable federal requirements.

The CMAR shall:

- Comply with FTA and other applicable federal requirements.
- Implement DBE compliance and reporting systems, including subcontractor compliance.
- Comply with Buy America requirements.
- Comply with Davis-Bacon wage requirements.
- Maintain complete and auditable records.
- Support audits and resolve compliance findings.
- Maintain internal controls sufficient for audit readiness.

### **Subcontractor and DBE Participation**

The CMAR shall manage all subcontractors and DBE participation.

The CMAR shall:

- Comply with all North Carolina and other requirements.
- Develop subcontracting plans identifying work packages and responsibilities.
- Ensure subcontractor compliance with contract requirements.
- Coordinate subcontractor sequencing and integration.
- Monitor DBE participation and documentation.
- Ensure meaningful DBE participation consistent with project goals.
- Maintain coordination and communication with all subcontractors and DBE firms.

THE ABOVE ARE MINIMUM REQUIREMENTS TO PROPOSE. SEE INSTRUCTIONS TO OFFERORS  
FOR SUBMITTAL DETAILS

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END OF SECTION

## **EXHIBIT A**

### **PROJECT-SPECIFIC SCOPE/DELIVERY**

#### **I. PROJECT COMPONENTS / SCOPE INCLUDES, BUT IS NOT LIMITED TO:**

- Maintaining uninterrupted facility operations during construction
- Expansion of employee parking north of Nelson Road
- Relocation of the Nelson Road cul-de-sac
- Construction of a building addition for operations and administrative functions
- Reconfiguration of existing maintenance areas to increase capacity
- Addition of a second service lane, including bus wash and indoor fueling
- Expansion and reconfiguration of bus parking with shade structures
- Installation of solar photovoltaic systems on shade structures
- Perimeter security fencing, gates, and access control systems
- Battery Electric Bus (BEB) charging infrastructure
- Coordination with existing and future facility improvement projects
- Incorporated sustainable design principles and potential LEED certification

#### **II. CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES OVERVIEW**

GoTriangle will utilize the Construction Manager at Risk (CMAR) delivery method for design and construction of the Project. The CMAR shall work in coordination with the Architect team.

The CMAR shall provide preconstruction services leading to the development and negotiation of a Guaranteed Maximum Price (GMP). Upon execution of the GMP amendment, the CMAR shall contract with GoTriangle for all construction services in accordance with the approved Contract Documents.

The CMAR shall participate as an integral member of the Project team and provide expertise in:

- Construction phasing and sequencing
- Schedule development and validation
- Cost estimating and cost control
- Construction logistics and operational continuity
- GMP development and negotiation
- Constructability and value analysis
- Alternatives to methodologies and efficiencies

The Project is anticipated to be delivered in two phases:

- Phase I – Preconstruction Services and Preliminary GMP (pGMP)

- Phase II – Construction Services, Final GMP, and Project Closeout

## **PHASE I – PRECONSTRUCTION SERVICES AND PRELIMINARY GMP (PGMP)**

The CMAR shall provide preconstruction services from notice to proceed through negotiation of a Preliminary GMP (pGMP). The CMAR shall be an integral member of the Project team, working collaboratively with GoTriangle, the Design Team, and other consultants.

The CMAR shall support the advancement of design through schematic design, design development, construction documents, and release for construction.

### **1. Preconstruction Services**

The CMAR shall:

- 1.1. Design Phase Collaboration.** Participate in design coordination meetings and provide continuous input regarding constructability, cost, phasing, logistics, and operational continuity at each design phase.

Design review shall include, at minimum:

- Schematic Design (30%)
- Design Development (60%)
- Construction Documents (95%)
- Release for Construction (100%)

- 1.2. Constructability and Coordination Reviews.** Provide ongoing review of drawings and specifications to identify conflicts, omissions, sequencing challenges, and constructability concerns.

- 1.3. Schedule Development.** Develop and maintain a project schedule identifying critical path activities, milestones, early work packages, and phased construction requirements.

- 1.4. Master Project Implementation Plan (MPIP).** Develop a comprehensive MPIP addressing:

- Construction phasing and sequencing
- Operational continuity requirements
- Site logistics and staging
- Early work packages (utilities, sitework, parking, etc.)
- Temporary facilities and enabling work
- Authority Having Jurisdiction (AHJ) occupancy and phased turnover requirements

- 1.5. Permitting Strategy Support.** Support the Design Team in developing a permitting strategy aligned with construction sequencing and critical path activities, including coordination with local, state, and federal agencies.

- 1.6. **Cost Estimating and pGMP Development.** Develop and continuously update cost estimates throughout design progression. Prepare a pGMP based on Design Development documents and submit prior to bid advertisement.

The pGMP shall include detailed breakdowns of:

- Trade packages
- General conditions
- Contingency and allowances
- Escalation assumptions
- Risk allocation

- 1.7. **Bid Packaging and Procurement Strategy.** Develop procurement strategies including early bid packages for long-lead items such as BEB infrastructure, utility systems, and major equipment.

- 1.8. **Value Analysis and Cost Optimization.** Provide ongoing value analysis to identify lifecycle cost savings while maintaining project quality, performance, and operational requirements.

- 1.9. **Risk Management.** Identify, evaluate, and document project risks and mitigation strategies throughout design development.

- 1.10. **Reporting and Communication.** Provide regular updates to GoTriangle regarding schedule, cost, risk, and design progression.

## **PHASE II – FINAL GMP, CONSTRUCTION, AND CLOSEOUT**

Upon completion of 95% construction documents or receipt of bid results, the CMAR shall submit a Final GMP for review and acceptance.

### **1. Final GMP Requirements**

The final GMP shall:

- Be based on final design documents and/or bid results
- Include all subcontractor pricing and trade packages
- Incorporate all agreed allowances, contingencies, and assumptions
- Include corrections to any previously identified constructability issues unless otherwise directed in writing

GoTriangle reserves the right to reject the GMP. If a GMP is not accepted, GoTriangle may terminate the CMAR's involvement after completion of preconstruction services with no further obligation.

### **2. Construction Services**

The CMAR shall:

- 2.1. **Construction Management and Execution.** Manage all construction activities from mobilization through final completion.
- 2.2. **Subcontractor Management.** Procure, coordinate, and manage all subcontractors and suppliers.
- 2.3. **Schedule Management.** Maintain and update the construction schedule, including recovery strategies for delays.
- 2.4. **Cost Control.** Monitor project costs against the GMP and manage change control procedures.
- 2.5. **RFI and Change Management.** Manage RFIs, field conditions, and design changes in coordination with GoTriangle and the Design Team.
- 2.6. **As-Built Documentation.** Maintain accurate as-built drawings and record documentation throughout construction.

### 3. Risk Management During Construction

The CMAR shall continuously monitor project risks and implement mitigation measures, including resequencing, acceleration, or alternative means and methods as necessary to maintain project objectives.

### 4. Commissioning and Closeout

The CMAR shall:

- Coordinate final inspections and system commissioning
- Provide operations and maintenance manuals
- Provide warranties, spare parts, and attic stock
- Provide owner training
- Complete punch list and corrective work
- Deliver final as-built documentation
- Perform final cost reconciliation and GMP closeout reporting

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END OF SECTION

## EXHIBIT B DRAWING

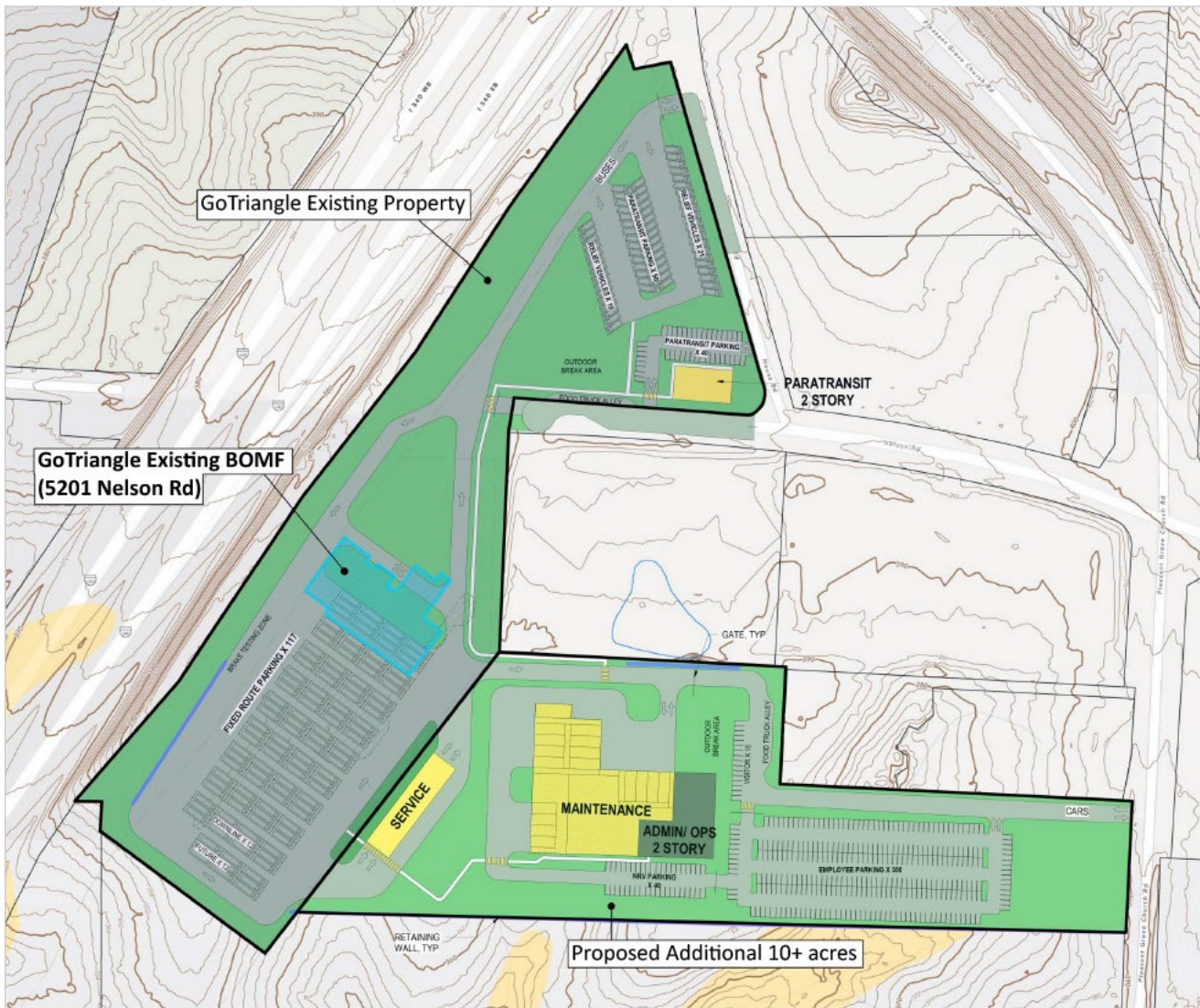


Exhibit B - Drawing 1 of 1

Note: Conceptual Siteplan Rendering subject to change

**DRAWING IS PROVIDED FOR REFERENCE ONLY. IF NO FURTHER DRAWINGS ARE INCLUDED AT THE TIME OF ISSUANCE, OFFERORS SHALL BASE THEIR STATEMENT OF QUALIFICATIONS (SOQ) ON THE NARRATIVE SCOPE ONLY. NO ASSUMPTIONS REGARDING DRAWINGS SHALL BE USED AS EVALUATION CRITERIA.**

## EXHIBIT C

### 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, 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 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.

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END OF SECTION

## INSTRUCTIONS TO OFFERORS

### 1. Anticipated Schedule of Events

Request for Qualifications Issued:	<u>July 8, 2026</u>
Optional Pre-Offer Conference:	<u>July 22, 2026 at 10:00 am local NC time</u>
Requests For Clarifications Due:	<u>July 29, 2026</u>
Addendum Published:	<u>August 5, 2026</u>
Proposals Due:	<u>August 12, 2026 by 2:00 pm local NC time</u>
Proposal Evaluation:	<u>August 13, 2026 - August 18, 2026</u>
Interviews, as applicable:	<u>August 19, 2026 - August 21, 2026</u>
Negotiations, as applicable:	<u>August 19, 2026 - September 9, 2026</u>
Notice of Intent to Award:	<u>September 9, 2026</u>
Board Approval:	<u>September 23, 2026</u>
Contract Execution:	<u>Upon Board Of Trustees Approval</u>

### 2. Requests for Clarification

Offerors with questions regarding the solicitation shall submit all inquiries in writing to Tim Heule, Procurement Officer at [THeule@GoTriangle.org](mailto:THeule@GoTriangle.org) by the *Requests For Clarification Due* date listed in the Section 1. Anticipated Schedule of Events. The inquiries shall reference the solicitation page and section.

### 3. Pre-Offer Conference

An optional Pre-Offer Conference will be held as indicated in the Section 1. Anticipated Schedule of Events. Attendance is encouraged but not required to submit a proposal.

### 4. Addenda

Offerors to all timely submitted questions will be posted as an Addenda on the GoTriangle website: <https://gotriangle.org/procurement> and on the State of North Carolina Electronic Vendor Portal ([eVP](#)). It is the responsibility of the poposer to periodically check the GoTriangle's website for addendums.

Only a solicitation addendum issued by the GoTriangle's procurement officer can modify the Solicitation.

## 5. Statement of Qualifications

All Statement of Qualifications shall be submitted to GoTriangle by the date listed in the solicitation notice. Statement of Qualifications received after the time and date will not be accepted.

GoTriangle reserves the right to postpone the RFQ due date for its own convenience. GoTriangle will provide the final addendum, if any, a minimum of five (5) working days prior to receipt of Statement of Qualifications.

**Offerors must prepare and submit a PDF copy** of their submission organized in the manner and sequence in which the information is requested in this section. Failure to include any requested information may result in the elimination of the Offeror from consideration. Materials other than those specifically requested at each stage of the selection process will not be considered and must not be submitted at any time during the selection process.

While offerors and their subcontractors, and subconsultants may be based in the USA or outside the USA, they must be qualified to transact business in the State of North Carolina.

This procurement shall be conducted in full compliance with the requirements of the Mini-Brooks Act (Public Law 92-582) and N.C.G.S. §143-64.31. The Mini-Brooks Act requires a qualifications-based procurement method for the selection of the successful Offeror. Cost is therefore excluded as an evaluation factor in this solicitation. Offeror shall not enclose any financial or commercial terms or rates with their Statement of Qualifications. To do so will result in the elimination of the Offeror from consideration. GoTriangle will conduct negotiations with the most qualified Offeror.

## 6. Contents of Submittal

The following information shall be presented in a clear, comprehensive, and concise manner and in the prescribed format. In order for GoTriangle to evaluate qualifications objectively, Statement of Qualifications shall be submitted in accordance with the following format in terms of order. The Statement of Qualifications should 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.

Offerors shall limit their Statement of Qualifications (SOQ) to a total of no more than fifty (50) pages, and to the following information unless otherwise stated:

### **Cover Sheet and Table of Contents**

The cover sheet shall clearly present the project title, the Offeror's name, and the RFQ number and table of contents outlining the organization of the proposal.

### **6.1. Offeror's Experience and Qualifications**

Provide a detailed explanation of the experience and expertise of the offeror to include that of a general nature, expertise related to transit agencies and/or public agencies, and that which directly pertain to activities for each applicable category described in the Scope of Services.

### **6.2. Individual Experience and Expertise (Key Personnel)**

Provide a detailed explanation of the experience and expertise of personnel the Offeror is proposing to use to support GoTriangle in meeting the requirements of a contract resulting from this RFQ. Include resumes for key personnel mentioned in this section. The information provided should identify organization affiliations and licenses held which pertain to the work specified in support of GoTriangle. Key personnel are those expected to be committed to GoTriangle's for the duration of the project.

### **6.3. Past Performance (Relevant Project Experience)**

Offerors shall demonstrate proven performance on projects of similar types and complexity, with particular emphasis on maintenance facilities, transit operations, or projects involving sophisticated building systems and specialized equipment. Submissions should include relevant project examples that highlight the Offeror's ability to successfully coordinate complex mechanical, electrical, and operational components while maintaining safety, quality, and schedule. Evaluation will consider client references, documented project outcomes, and overall owner satisfaction, as well as the Offeror's history related to claims, disputes, or litigation. Offerors that can clearly demonstrate consistent delivery of high-performing facilities, minimal claims exposure, and strong client relationships will be rated more favorably.

### **6.4. Preconstruction / Constructability Approach / Construction Phasing**

Offerors shall demonstrate a comprehensive and proactive approach to preconstruction services, including detailed cost estimating, constructability reviews, value engineering, and close collaboration with the design team throughout all project phases. Submissions should clearly describe how the Offeror will develop accurate and transparent cost models, identify and mitigate potential construction challenges early, and provide practical value engineering solutions that maintain design intent while optimizing budget and schedule. Particular emphasis should be placed on strategies to maintain uninterrupted operations during construction, including minimizing or eliminating loss of operational days, and effectively planning and executing work across multiple phases. Offerors should outline their approach to phasing, sequencing, and stakeholder coordination to ensure continuity of services, safety, and efficiency in active environments. Demonstrated success in delivering well-coordinated preconstruction services that reduce risk, control costs, and support seamless project execution will be evaluated more favorably.

### **6.5. Construction Phasing & Operational Continuity**

Offerors shall demonstrate substantial experience performing construction within active, fully operational environments, with a clear emphasis on maintaining continuity of operations throughout the project duration. Submissions should detail proven phasing strategies, site logistics planning, and

sequencing approaches that minimize disruption to ongoing activities, including safe separation of construction and operational areas, controlled access points, and efficient material staging. Offerors should also describe their coordination with facility staff and stakeholders to ensure uninterrupted services, adherence to safety protocols, and effective communication. Experience managing complex logistics, constrained sites, and multi-phase construction while preserving daily operations will be evaluated favorably, particularly where Offerors can demonstrate minimal downtime, strong safety performance, and successful project delivery in similar conditions.

#### **6.6. Schedule Management / Cost Control / Estimating**

Offerors shall demonstrate robust and reliable systems for schedule development, cost control, estimating accuracy, and Guaranteed Maximum Price (GMP) development. Submissions should describe the methodologies and tools used to develop detailed, logic-driven project schedules, including identification of critical path activities and strategies for monitoring and maintaining progress. Offerors should also outline their approach to cost control, including budgeting, forecasting, and real-time cost tracking to ensure alignment with project objectives. Emphasis should be placed on the accuracy and transparency of estimating practices, including reconciliation processes and historical benchmarking. Additionally, Offerors should explain their approach to GMP development, including risk identification, contingency management, and collaboration with the owner and design team to establish a complete and reliable project scope. Demonstrated success in delivering projects on schedule and within budget, supported by consistent estimating accuracy and well-developed GMPs, will be evaluated more favorably.

#### **6.7. Reporting / Coordination / Safety / Commissioning**

Offerors shall demonstrate a comprehensive and well-structured approach to project reporting, coordination, safety management, and commissioning. Submissions should describe clear and consistent reporting practices, including the use of standardized tools and dashboards to communicate schedule, budget, risk, and progress to all stakeholders. The Offeror's coordination approach should emphasize proactive communication, integration of subcontractors and consultants, and effective issue resolution to maintain project momentum. A strong safety management program is essential, including detailed safety planning, ongoing training, site-specific protocols, and a demonstrated record of maintaining safe job sites in complex or active environments. Additionally, Offerors should outline their commissioning approach, including early integration into the project, systematic testing and verification of building systems, and coordination with operations staff to ensure a smooth transition to occupancy. Offerors that demonstrate disciplined reporting, strong team coordination, a commitment to safety, and thorough, well-executed commissioning processes will be evaluated more favorably.

#### **6.8. Utility Coordination & Site Infrastructure**

Offerors shall demonstrate proven experience coordinating utilities, relocations, and infrastructure sequencing on projects of similar scale and complexity. Submissions should highlight the Offeror's ability to identify existing utility conflicts, coordinate with utility providers and regulatory agencies, and plan and execute relocations with minimal disruption to ongoing operations and surrounding

communities. Offerors should describe their approach to sequencing infrastructure work, including maintaining service continuity, integrating temporary systems where necessary, and aligning utility activities with overall project phasing and schedule. Emphasis should be placed on proactive planning, stakeholder coordination, and risk mitigation strategies that ensure timely and efficient delivery of utility and infrastructure components. Offerors that demonstrate successful management of complex utility coordination efforts, particularly in constrained or active environments, will be evaluated more favorably.

#### **6.9. Federally Funded Project Experience**

Offerors shall demonstrate experience delivering federally funded projects, with a clear understanding of and compliance with all applicable requirements. Submissions should highlight familiarity with federal regulations and oversight processes, including adherence to funding agency guidelines, procurement standards, reporting requirements, and audit procedures. Offerors should describe their experience managing compliance with requirements such as Disadvantaged Business Enterprise (DBE) participation, Buy America provisions, Davis-Bacon wage rates, and other applicable federal, state, and local mandates. Emphasis should be placed on established internal controls, documentation practices, and coordination with funding agencies to ensure transparency, accountability, and successful project delivery. Offerors that demonstrate a strong track record of maintaining compliance while effectively managing schedule, cost, and quality on federally funded projects will be evaluated more favorably.

#### **6.10. DBE Participation Approach**

Describe proposed DBE participation approach, including proposed roles and responsibilities for DBE firms. Also describe prior experience of the prime firm working with the proposed DBE firms (if the prime firm is not a DBE firm or is not the only DBE firm proposed).

#### **6.11. Attachments**

- Completed Attachment A – Offerors Information Form
- Completed Attachment B – Minimum Insurance Requirements
- Completed Attachment C – E-Verify Employer Compliance Statement
- Completed Attachment D – Iran Divestment Act Certification
- Completed Attachment E – Israel Divestment Act Certification
- Completed Attachment F – Conflict of Interest
- Completed Attachment G – Statement of Non-Collusion
- Completed Attachment H – Statement of Judgments
- Completed Attachment I – Responsibility Statement
- Completed Attachment J – Offerors References
- Completed Attachment K – Conformance Statement

Completed Attachment K-1 – Exceptions Form (if applicable)

Completed Attachment L – Proposal Response Checklist

**6.12. Subcontractors**

List any subcontractor’s the Offeror may engage to provide support for any work outlined in the Scope of Services that Offeror is unable to perform with in-house resources. Describe the services to be performed by subcontractors and the past experience with the Offeror in working with such subcontractors. Include the information requested in the “Experience and Qualification” and “Past Performance” sections above for each subcontractor listed.

**7. Proposal Delivery**

Proposals must be received by GoTriangle no later than the proposal due date and time specified in Section 1. *Anticipated Project Schedule*. Offerors may submit proposals either by i) hand delivery, ii) via courier service with tracking capabilities, iii) or by email.

All hand/courier delivered proposals must be enclosed in a sealed envelope with the RFQ number and title clearly marked on the outside: *Proposal – RFQ 1012-26-075 Construction Manager at Risk (CMAR) Services*.

Hand and Courier Proposal delivery address:      Email delivery:

GoTriangle

Theule@gotriangle.org

Attn: Tim Heule, Procurement Officer  
 4600 Emperor Blvd, Suite 100  
 Durham, NC 27703

Subject line:  
 Proposal – RFQ 1012-26-075 Construction Manager at Risk (CMAR) Services

**8. Evaluation Criteria**

The criteria outlined below will be used in evaluating the Proposal.

**Total Score: 100 Points**

Category	Maximum Points	Evaluation Criteria
Experience & Qualifications (Refer to section 6.1)	20	Demonstrated experience delivering construction projects of similar size and complexity (≥ \$50M preferred). Higher scores will be given to Offerors demonstrating multiple comparable projects, particularly those involving complex site development, phasing, or public-sector facilities.

Key Personnel (Refer to section 6.2)	15	Qualifications and relevant experience of proposed key personnel (Project Manager, Superintendent, Preconstruction Lead, etc.). Evaluation will consider years of experience, role relevance, prior collaboration, and commitment to the project (including local presence and onsite availability).
Relevant Project Experience (Refer to section 6.3)	15	Demonstrated performance on similar projects, with emphasis on maintenance facilities, transit operations, or projects involving complex building systems and equipment. Consideration includes references, project outcomes, claims history, and owner satisfaction.
Preconstruction / Constructability Approach / Construction Phasing (Refer to section 6.4)	15	Demonstrated approach to preconstruction services, including cost estimating, constructability reviews, value engineering, and collaboration with the design team.
Construction Phasing & Operational Continuity (Refer to section 6.5)	10	Experience constructing within active operational environments, including phasing strategies, logistics, and maintaining operations.
Schedule Management / Cost Control / Estimating (Refer to section 6.6)	10	Demonstrated systems for schedule development, cost control, estimating accuracy, and GMP development.
Reporting / Coordination / Safety / Commissioning (Refer to section 6.7)	4	Approach to project reporting, coordination, safety management, and commissioning.
Utility Coordination & Site Infrastructure (Refer to section 6.8)	4	Experience coordinating utilities, relocations, and infrastructure sequencing.
Federally Funded Project Experience (Refer to section 6.9)	4	Experience with federally funded projects including compliance with applicable requirements.
DBE Participation Approach (Refer to section 6.10)	3	Provide information regarding the prime firm's experience working with the proposed DBE firms, including examples of previous projects, the nature of the working relationship, and outcomes achieved through the partnership.

**Scoring Definitions & Points Conversion**

Each evaluation category will be scored using the following qualitative rating scale initially, which will be converted to a numerical score by the selection committee using the following table.

<b>Score</b>	<b>Description</b>	<b>% of Max Points</b>
Excellent	Exceeds requirements; highly relevant experience with minimal risk and strong demonstrated success on similar projects.	90-100%
Good	Meets requirements with solid qualifications and relevant experience; low to moderate risk.	75-89%
Fair	Meets minimum requirements but with limited relevant experience or moderate risk.	60-74%
Poor	Does not fully meet requirements; limited experience and higher risk.	0-59%
Non-Responsive	Fails to meet requirements or does not provide sufficient information.	0%

**9. Submittal Review Process**

The Review and Selection Committee (Committee) will be composed of representatives from GoTriangle. The Committee will make such reviews and investigations, as it considers necessary and appropriate, for evaluation of the Statement of Qualifications. Following evaluation of the Statement of Qualifications, by the Committee, GoTriangle may invite Offerors to make a presentation and participate in an interview.

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

**10. Proprietary Information**

Any reservations on the use of data contained in the Statement of Qualifications shall be clearly stated in writing. GoTriangle will attempt to comply with an Offeror’s designation of proprietary/confidential information. However, GoTriangle may not be able to withhold a record (data, document, etc.) or deny access to a record requested by an individual (the public) when an obligation is imposed upon GoTriangle under the North Carolina Public Records Act (Act). GoTriangle’s determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Act. Records which the Offeror considers to be trade secrets and privileged or confidential must be identified by the Offeror as indicated above.

## **11. Licensing Requirements**

The Offeror shall comply with all laws, ordinances, codes, rules, regulations, safety standards, and licensing requirements that are applicable to the practice and/or conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority over the Offeror and/or the construction Work.

## **12. Identifying and remedying conflicts of interest**

### **12.1. Duty to Disclose Potential Conflicts of Interests**

12.1.1. If a Offeror believes that there are no conflicts of interest, the Offeror shall submit a statement in its Statement of Qualifications on the form provided in the RFQ (Submittal Form, Certification Regarding Conflict of Interest), certifying that to its best knowledge and belief no conflicts of interest exist or identifying potential conflicts and proposed remedies. The Offeror must obtain the same information from potential subconsultants prior to award of a subcontract and submit the information to GoTriangle.

12.1.2. 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 Offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after the award the Offeror discovers a conflict of interest an immediate and full disclosure shall be made in writing to GoTriangle's General Counsel.

### **12.2. 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 Services because of existing contracts.

### **12.3. 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.

## **13. Selection Procedures**

Qualifications will be reviewed after opening and will be ranked in order of choice, at which point contract negotiations will begin with the most qualified Offeror. If negotiations are unsuccessful, GoTriangle will then pursue negotiations with the next most qualified Offeror.

GoTriangle shall not be bound or in any way obligated until both parties have executed a contract. GoTriangle also reserves the right to delay the award of a contract or to not award a contract.

The terms and conditions and specifications of the RFQ, including the Offeror's proposal, and/or written correspondence applicable to the RFQ, may become part of the contract documents. Failure

of the awarded Offeror to perform as represented may result in contract cancellation. Submission of a Statement of Qualifications indicates acceptance by the Offeror of the conditions contained in this RFQ unless clearly and specifically noted in the Offeror's submittal.

#### **14. Contract Relationship**

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 Contractor or legal entity, which shall not be a subsidiary or affiliate with limited resources. Offeror's Statement of Qualifications must clearly indicate the Contractor or entity responsible for Contract execution. GoTriangle intends to utilize the following contract templates during negotiations: A133-2019, A133 Exhibit A and B-2019, and A201-2017.

GoTriangle will not be a party to agreements between the selected Offeror and/or any subcontractors it may choose to employ during fulfillment of the Contract; however, the selected Offeror shall execute fair and reasonable agreements with its subcontractors (if any) and shall provide GoTriangle with copies of said agreements not later than five (5) business days prior to their execution. All subcontractor procurements and agreements shall comply with all state and federal laws and rules. Prior to the execution of a contract between the selected Offeror and GoTriangle, the selected Offeror shall provide GoTriangle with a schedule indicating the manner in which subcontractors are anticipated to participate in the execution of Services.

#### **15. Form of Contract**

The awarded contract will follow the form and content of this Request for Qualification (RFQ). No additional provisions will be accepted without GoTriangle's written approval, including:

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

#### **16. Disadvantaged Business Enterprise (DBE)**

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

#### **17. News Releases**

Offerors shall not make news releases pertaining to this RFQ, or the project to which it relates, without prior GoTriangle's written approval.

#### **18. Federal Requirements**

Unless stated otherwise, all applicable federal provisions, including but not limited to the Davis-Bacon Act requirements, apply.

## 19. **Modification and Withdrawal of Statement of Qualifications**

Offerors may without prejudice, modify or withdraw their 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.

It is expected that all of the principals, partners and professional staff assigned to the proposed Services with GoTriangle in the Proposal will perform the work described on behalf of GoTriangle. Changes to the principals, partners and professional staff assigned to work on behalf of GoTriangle following contract award must be submitted to GoTriangle in writing for prior approval.

GoTriangle may request additional information or clarification from any or all Offerors. GoTriangle reserves the right to include as contractual obligations any additional requirements that arise or result from contract negotiations between GoTriangle and the successful Offeror.

## 20. **Protest Procedures**

### 20.1. 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.

### 20.2. Selection Protests

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

### 20.3. 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.

#### 20.4. 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.

#### 20.5. Costs and Damages

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

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END OF SECTION

## **ATTACHMENTS**



## ATTACHMENT A – Offerors Information Form

Offerors' 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 Offeror 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 - Minimum Insurance Requirements**

### **1. Definitions**

- 1.1. "Contractor" as used in this Exhibit shall mean: \_\_\_\_\_
- 1.2. "GoTriangle" as used in this Exhibit shall mean the Research Triangle Regional Public Transportation Authority dba GoTriangle.
- 1.3. "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. Contractor shall remain fully responsible and liable for the acts, errors, omissions, negligence, and performance of all subcontractors and lower-tier subcontractors to the same extent as if such acts or omissions were those of Contractor. No subcontracting of any portion of the work shall relieve Contractor of any obligation or liability under the Contract. Contractor shall include in every subcontract provisions requiring the subcontractor to comply with all insurance requirements contained in this Exhibit, including additional insured and waiver of subrogation requirements where applicable. 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. Coverage shall apply to liability arising out of Contractor's work and the work of all subcontractors and lower-tier subcontractors. Coverage shall apply to liability arising out of Contractor's work and the work of all subcontractors and lower-tier subcontractors.

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. Coverage shall apply to liability arising out of Contractor's work and the work of all subcontractors and lower-tier subcontractors.
6. Professional Errors and Omission. Contractor shall secure and maintain Professional Errors and Omissions Liability insurance in the amount of \$5,000,000 per project.
7. Contractor's Pollution. Contractor shall secure and maintain Contractor's Pollution Liability insurance in the amount of \_\_\_\_\_.
8. 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. Coverage shall apply to liability arising out of Contractor's work and the work of all subcontractors and lower-tier subcontractors. Coverage shall apply to liability arising out of Contractor's work and the work of all subcontractors and lower-tier subcontractors.
9. Policy Form. Builder Risk coverage must be on a direct physical loss basis and contain no exclusion for theft, collapse or damage to foundations or underground structures, pipes or conduits.
10. Named Insured. The Named Insured shall be GoTriangle, the Contractor and all sub-contractors with a contractual assumption of responsibility for damage to the project.
11. Other Terms
  - 11.1. 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.
  - 11.2. Waiver of Subrogation. The following policies of insurance shall include a waiver of subrogation in favor of Research Triangle Regional Public Transportation Authority dba GoTriangle: Commercial General Liability; Worker's Compensation and Employer's Liability; Automobile Liability; and Umbrella/Excess. Contractor shall furnish copies of endorsements evidencing additional insured status, waiver of subrogation, and primary/non-contributory coverage.
  - 11.3. 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.

Contractor shall furnish copies of endorsements evidencing additional insured status, waiver of subrogation, and primary/non-contributory coverage.

- 11.4. 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.
- 11.5. Claims-made Insurance. If any insurance policy required by this Exhibit is secured on a claims-made basis, then such policy shall provide that:
- 11.5.1. The retroactive date shall coincide with or precede Contractor's commencement of performance under this Contract (including subsequent policies purchased as renewals or replacements);
  - 11.5.2. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;
  - 11.5.3. 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
  - 11.5.4. 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.
- 11.6. 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.
- 11.7. Compliance of subcontractors. Contractor shall be responsible for monitoring and enforcing subcontractor compliance with all insurance requirements and shall maintain documentation demonstrating such compliance.
- 11.8. 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:
- 11.8.1. Effective and expiration dates of the policy
  - 11.8.2. Amount of any deductible or self-insured retention
  - 11.8.3. Any exclusions to the policy which are not part of the standard form
  - 11.8.4. Reference to GoTriangle Contract Number identified on the first page of this Exhibit

11.8.5. Title block formatted as follows: **Research Triangle Regional Public Transportation Authority dba GoTriangle, PO Box 13787, Research Triangle Park, NC 27709**

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

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Company Name

Signature & Date

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Name and Title of Authorized Signee



## ATTACHMENT C - E-Verify Employer Compliance Statement

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

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

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

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

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

Below check the type of employer and complete the information.

- Employer with less than 25 employees, not required to use E-Verify.**
  
- Employer with 25 or more employees, required by NC S.L. 213-418 to use E-Verify. Yes, we comply.**

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Company Name

Signature & Date

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Name and Title of Authorized Signee



## ATTACHMENT D - Iran Divestment Act Certification

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

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

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

*Notes to persons signing this form:*

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

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

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

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

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

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Company Name

Signature & Date

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Name and Title of Authorized Signee



## ATTACHMENT E - 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 Offeror 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 Offeror 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.

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Company Name

Signature & Date

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Name and Title of Authorized Signee



## ATTACHMENT F - Certification Regarding Conflict of Interest

The Offeror / Offeror is required to certify that performance of the work will not create any conflicts of interest or disclose any actual or potential conflicts of interest by completing and signing **one** of the following statements:

The 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 Offeror, any affiliates, any proposed subconsultants, and key personnel of any of these organizations.

Authorized Signature

Date

Print Name

Title

Offeror Company Name

**OR**

The Offeror hereby discloses the following circumstances that could give rise to a conflict of interest for the Offeror, any affiliates, any proposed subconsultants, and key personnel of any of these organizations. *(Attach additional sheets as needed.)*

Name of the Individual/Company to which potential conflict of interest might apply:

Nature of potential conflict of interest:

Proposed Remedy:

Authorized Signature

Date

Print Name

Title

Offeror Company Name



## ATTACHMENT G - STATEMENT OF NON-COLLUSION

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

- 1) The prices of this bid/proposal have been arrived at independently, without collusion, consultation, communication, or agreement with any other Offeror or competitor, for the purpose of restricting competition or as to any matter relating to price.
- 2) Unless otherwise required by law, the prices quoted in this bid/proposal have not been knowingly disclosed by Offeror and will not be disclosed by Offeror directly or indirectly to any other Offeror or competitor before proposals are opened.
- 3) No attempt has been made or will be made by the 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, OFFEROR CANNOT CERTIFY AS SET FORTH ABOVE, 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.

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Company Name

Signature & Date

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Name and Title of Authorized Signee



## ATTACHMENT H - 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

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Name and Title of Authorized Signee



## ATTACHMENT I - 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 Qualification (RFQ), 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 RFQ 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 RFQ; 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 Offerors 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 proposal or termination of any resulting contract.

---

Company Name

Signature & Date

---

Name and Title of Authorized Signee



## ATTACHMENT J – Offerors’ References

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

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

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

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

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Company Name

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Signature & Date

---

Name and Title of Authorized Signee



## ATTACHMENT K - 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.*

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Company Name

Signature & Date

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Name and Title of Authorized Signee



## **ATTACHMENT K-1 - Exceptions Form**

**UPLOADED AS SEPARATE EXCEL DOUMENT**



**ATTACHMENT L – Proposal Response Checklist**

<b>Document</b>		<b>Completed and provided</b>			
1.	Cover Sheet	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
2.	Statement of Qualifications (SOQ)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
3.	Attachment A – Offerors’ Information Form	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
5.	Attachment B - Minimum Insurance Requirements	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
6.	Attachment C - E-Verify	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
7.	Attachment D - Iran Divestment Act Certification	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
8.	Attachment E - Israel Divestment Act Certification	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
9.	Attachment F - Conflict of Interest	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
10.	Attachment G - Statement of Non-Collusion	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
11.	Attachment H - Statement of Judgments	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
12.	Attachment I - Responsibility Statement	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
13.	Attachment J - Offerors’ References	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
14.	Attachment K - Conformance Statement	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
15.	Attachment K -1 Exceptions Form (if applicable)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
16.	Attachment L – Proposal Response Checklist	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>