



Solicitation Addendum

RFP No. 25-026

Addendum No. One (1)

Title CEO Onboarding Support

1. In accordance with the Instruction to Offerors Section 4. Addenda, the Solicitation document has been revised and replaced on the GoTriangle website to reflect the changes from this Addendum No. One (1).

2. Questions and Answers:

Q: For the Progress Reviews deliverable, will you want the consultant to facilitate the annual performance evaluation process or simply design the process and hand it over for someone else to deliver.

A: Please see the revised Scope of Services Section 4. Deliverables, Paragraph 4.5.

Q: Instructions read that you are looking for examples of past performance and three current clients where we are delivering similar work. Is it reasonable to assume that these can be one in the same if the examples are from current clients where we can demonstrate three years of delivering similar services?

A: Please see the revised Instructions to Offerors Section 3. Contents of Submittal, Paragraph 3.7.3.

Q: Are there any page limits for the following sections?

- Team Experience and Qualifications
- Company Qualifications and Past Performance
- Project Methodology and Approach

A: Please see the revised Instructions to Offerors, Content of Submittal, Sections 3.6, 3.7 and 3.8.

Q: Regarding Scope Area 3.6.2 ("Work with Board leadership to update the annual performance evaluation instrument and process") and Deliverable 4.5 ("Create an annual performance evaluation instrument and process"), can you confirm the scope of this activity/deliverable is limited to the CEO role?

A: Please see the revised Scope of Services Section 3. Service Description, Paragraph 3.6.2, and Section 4. Deliverables, Paragraph 4.5.

Q: Regarding Scope Area 3.6.2 ("Work with Board leadership to update the annual performance evaluation instrument and process") and Deliverable 4.5 ("Create an annual performance evaluation instrument and process"), can you confirm whether the existing CEO annual performance evaluation instrument and process is different and/or distinct from the annual performance evaluation instrument and process for other members of the Executive Leadership Team?

A: Please see the revised Scope of Services Section 3. Service Description, Paragraph 3.6.2, and Section 4. Deliverables, Paragraph 4.5.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



REQUEST FOR PROPOSALS

(RFP) No. 25-026

FOR

Chief Executive Officer (CEO) Onboarding Support

Revision 1

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

The Request for Proposal (RFP) document is available for download at the GoTriangle's website: <https://gotriangle.org/procurement-opportunities>.

No Pre-Offer Conference will be held for this solicitation.

Complete proposals must be received by GoTriangle in an electronic format at Procurement@gotriangle.org, no later than **June 6, 2025, by 3:00PM local NC time**.

Late Proposals will not be considered. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements. Additional instructions for preparing an Offer are included in this solicitation. Inquiries regarding this solicitation shall be submitted to Procurement@gotriangle.org.

GoTriangle reserves the right to reject any or all proposals.

Table of Contents

SCOPE OF SERVICES	4
1. Background	4
2. Objectives	4
3. Service Description	5
4. Deliverables	6
5. Coordination and Oversight	6
TERMS AND CONDITIONS	7
1. Services	7
2. Contract Term	7
3. Invoicing and Compensation	7
4. Changes in the Services	8
5. Services on GoTriangle’s Premises	9
6. Conflict of Interest	9
7. Termination	10
8. Indemnification and Hold Harmless	11
9. Dispute Resolution	12
10. Choice of Law / Forum	12
11. Insurance	13
12. Independent Contractor	13
13. Accuracy of Financial Statements	13
14. Non-Discrimination	13
15. Covenant Against Contingent Fees	14
16. Delegation and Assignment	14
17. Nonwaiver	14
18. Merger	14
19. Reference	15
20. Contractor’s Personnel	15
21. Regulatory Compliance	15
22. Certification on Israel Boycott	15
23. Notices	15
24. No Third-Party Rights	16
25. Severability	16
26. Survivorship	16
27. Attachments	17
28. Separate Counterparts	17
29. Iran Divestment Act	17
30. E-Verify	17
31. Debarment Policy	18
32. Force Majeure	18
INSTRUCTIONS TO OFFERORS	19
1. Proposal Submittal	19
2. Anticipated Procurement Schedule	20
3. Contents of Submittal	20
4. Addenda	23
5. Questions and Clarifications	24
6. Pre-Offer Conference	24
7. Selection Procedures	24
8. Evaluation	25
9. Public Records and Proprietary Information	26

10.	Contractual Relationships	27
11.	Disadvantage Business Enterprise (DBE) Participation.....	27
12.	Withdrawal of Proposals.....	27
13.	Proposal Rejection / Reserved Rights	27
14.	News Releases	28
15.	Identifying Conflicts of Interest.....	28
16.	Protest Procedures	28
17.	Filing Procedures.....	29
18.	Protests Referred to the FTA	29
19.	Costs and Damages	30
20.	Attachments.....	30
ATTACHMENTS		31
	Attachment A - Offeror Form	32
	Attachment B - Cost Proposal.....	33
	Attachment C - Minimum Insurance Requirements	34
	Attachment D - E-Verify Employer Compliance Statement.....	37
	Attachment E - Iran Divestment Act Certification.....	38
	Attachment F - Companies Boycotting Israel Divestment Act Certification	39
	Attachment G - Certification Regarding Conflict of Interest.....	40
	Attachment H - Statement of Non-Collusion	41
	Attachment I - RFP Response Checklist.....	42

Scope of Services

1. Background

GoTriangle provides public transportation in a region that is experiencing rapid growth and demographic change. GoTriangle operates regional bus and shuttle service, paratransit services, ridematching and vanpools; provides commuter resources and an emergency ride home program; and is home to the GoTriangle Regional Information call center for the Raleigh-Durham-Chapel Hill area including Apex, Cary, Chapel Hill, Durham, Garner, Hillsborough, Knightdale, RDU International Airport, Raleigh, the Research Triangle Park, Wendell, Wake Forest and Zebulon.

GoTriangle is entering a period of executive transition with the onboarding of a new Chief Executive Officer (CEO) anticipated June 1, 2025. To ensure a smooth and strategic transition, the agency is seeking a consultant to support the onboarding process for approximately 3-6 months. The CEO will be responsible for leading a complex public organization with a multifaceted stakeholder environment. The consultant will play a key role in helping the CEO build early momentum, develop strong relationships with key internal and external partners, and align with the organization's culture and strategic priorities.

2. Objectives

The primary objectives of this engagement are to:

- 2.1. Design and facilitate a structured onboarding process tailored to the CEO and organization.
- 2.2. Accelerate the CEO's understanding of the organization's operations, culture, governance, and strategic context.
- 2.3. Support relationship-building between the CEO, executive team, Board, staff across the organization, and key external stakeholders.
- 2.4. Position the CEO for early wins and long-term success.

3. Service Description

The Contractor shall provide support in the following areas:

3.1. Onboarding Plan Development

- 3.1.1. Collaborate with Board leadership and internal stakeholders to develop a comprehensive onboarding roadmap for the first 90 - 180 days.
- 3.1.2. Fine-tune roadmap and related deliverables through a structured onboarding workshop with the CEO within 60 days of engagement.

3.2. Executive Team Integration

- 3.2.1. Provide tools and facilitation support for the CEO to build trust and alignment with the executive team.
- 3.2.2. Coordinate with parallel internal efforts to support team development.

3.3. Agencywide Engagement

- 3.3.1. Develop employee engagement plan across operations and administration including activities (e.g, networking events, video messages), schedule, and structure for ongoing open feedback from employees.

3.4. External Stakeholder Engagement Planning

- 3.4.1. Develop a stakeholder map and strategy to support key introductions and early relationship-building with internal and external partners.
- 3.4.2. Coach the CEO on navigating political, interagency, and community dynamics as needed.

3.5. Coaching and Thought Partnership

- 3.5.1. Offer regular one-on-one coaching to the CEO during the onboarding period, providing feedback, thought partnership, and sounding board support.
- 3.5.2. Help the CEO reflect on learnings, adjust the onboarding plan as needed, and manage early challenges.

3.6. Progress Reviews

- 3.6.1. Facilitate periodic check-ins (e.g., 30, 60, and 90 days) with the CEO and key stakeholders to assess progress, adapt plans, and ensure alignment.
- 3.6.2. **Work with Board leadership to update the annual performance evaluation instrument and process for the CEO.**

4. Deliverables

The Contractor shall:

- 4.1. Organize CEO onboarding workshop within 60 days of engagement;
- 4.2. Provide a CEO onboarding roadmap and timeline;
- 4.3. Provide engagement plans Internal and external stakeholder;
- 4.4. Provide progress reports and/or debrief summaries on a bi-weekly basis;
- 4.5. **Create an performance evaluation instrument and process to be used by the Board for the CEO's annual performance evaluation.**

Key milestones will be finalized in collaboration with the Contractor.

5. Coordination and Oversight

- 5.1. The Contractor shall work closely with the Interim Chief of Staff and coordinate with Board leadership and relevant internal staff to ensure alignment and continuity.
- 5.2. Confidentiality and discretion will be required throughout the engagement.

Terms and Conditions

1. Services

- 1.1. Contractor agrees to perform services as described in the solicitation's Scope of Services section. Services shall be provided primarily at GoTriangle's premises, however, at GoTriangle's request, Contractor perform Services at other locations.
- 1.2. Contractor hereby represents and warrants that it has the experience, capability and resources, including but not limited to sufficient personnel and supervisors, to efficiently and expeditiously perform the Services to be provided hereunder with the highest professional standards, and Contractor further represents and warrants that it will at all times devote the necessary personnel and supervisors to perform the Services hereunder in such a manner. Contractor warrants and represents that prior to submitting a proposal for any Services, Contractor will examine all of the specifications, directions and conditions relating to the Services, visit the site, investigate the scope of the project and the difficulties which may be encountered in performing the Services, and hereby assumes full and complete responsibility for, and risk in connection with, said Services.

2. Contract Term

The term of the resultant contract shall commence on the contract effective date and shall continue through December 31, 2025, unless canceled, terminated, or permissibly extended. GoTriangle may at its discretion extend the initial Contract term for additional six (6) months.

3. Invoicing and Compensation

- 3.1. In full and complete compensation for all Services provided by Contractor hereunder, GoTriangle agrees to pay Contractor and Contractor agrees to accept the amount set forth in Exhibit B to this Agreement.

Contractor shall submit an original invoice and one copy by the fifteenth day of each month based upon the Services satisfactorily performed in the previous month.

- 3.2. Each invoice shall be in a form satisfactory to GoTriangle and shall reference this Contract Number **25-026**.

Invoices shall be submitted to the following email address: invoice@gotriangle.org

- 3.3. GoTriangle hereby requires and Contractor agrees that Contractor will submit with the final invoice, a waiver of lien and all applicable Subcontractor's and Materialman's release and waivers of lien, in form and substance acceptable to GoTriangle, at the conclusion of Services performed and receipt by Contractor of a Notice of Acceptance from GoTriangle. Contractor shall also furnish all permits, licenses, certificates of approval from all governing inspection authorities including, as applicable, certificates of occupancy and inspection, applicable warranties, manufacturer's assigned guarantees and authorizations in the possession of Contractor. Additional completion documents may be required by GoTriangle's Contracts and Grants Coordinator.
- 3.4. GoTriangle will forward payments of Contractor's invoices to the "remit to" address on the invoice which has been approved for payment.
- 3.5. GoTriangle may withhold full or partial payment of any invoice as GoTriangle deems necessary due to:
 - 3.5.1. Non-satisfaction of Services that are not remedied;
 - 3.5.2. Third-party claims filed or information in possession of GoTriangle reasonably indicating probable filing of such claims;
 - 3.5.3. Failure of Contractor to make payments properly for subcontracts, labor, material or equipment;
 - 3.5.4. Damage to GoTriangle or another party for which Contractor is partially or wholly responsible;
 - 3.5.5. Persistent failure to carry out the Services in accordance with this Agreement.
- 3.6. In the event any full or partial payment is withheld, full payment shall be made when the offending condition is cured.

4. Changes in the Services

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

4.2. No Change Order shall be issued where:

- 4.2.1. The change was necessitated in whole or in part by Contractor's failure to comply with a requirement of this Contract;
- 4.2.2. Contractor's work would have been affected by any other cause that would not be considered an alteration in, addition to, or deduction from the Services requested by the GoTriangle;
- 4.2.3. Contractor proceeds with any Services without giving notices as required under the Contract; or
- 4.2.4. The changes are required to correct deficient Services, to achieve compliance with the requirements set forth in this Contract, or due to Services which do not conform with good industry practices, or is otherwise faulty or defective.

5. Services on GoTriangle's Premises

- 5.1. Contractor understands and agrees that it is solely responsible for ensuring that its personnel will perform the Services called for hereunder in a safe manner and in accordance with all applicable safety laws and regulations, including but not limited to the Occupational Safety and Health Act and its implementing regulations. Contractor further agrees that it will ensure all of its personnel performing Services on GoTriangle's premises will observe all applicable GoTriangle safety rules and standards. Contractor also agrees that it is required to discharge any duty or responsibility of Contractor to its personnel or other persons. Contractor will provide all necessary training and supervision to ensure compliance with all requirements of this Section.
- 5.2. The Services of Contractor should be done in such a manner that the Services do not interfere with the continuous operation of GoTriangle's business or the work of other contractors. In the event that the Services performed hereunder may conflict in any way with such continuous operation or the work of other contractors, agreement will be reached with GoTriangle as to the sequence to be followed in performing the Services.

6. Conflict of Interest

GoTriangle has adopted a Code of Ethics that establishes standards of conduct for GoTriangle officials and employees. No director, officer or employee of GoTriangle shall have, during their tenure, any interest, direct or indirect, in Contractor, its subcontractors, this Agreement or the proceeds thereof. Contractor shall not, directly or indirectly, offer to

the aforementioned individuals, nor shall such individuals accept from Contractor, gifts, gratuities, favors, or anything of monetary value.

7. Termination

7.1. GoTriangle may terminate the Agreement as follows:

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

7.1.2. GoTriangle may terminate the Agreement for cause upon immediate written notification to Contractor. Upon receiving a notice of termination, Contractor shall cease performing any remaining obligations arising under the Agreement, subject to direction received from GoTriangle.

7.1.3. GoTriangle may terminate the Agreement immediately, by written notice to Contractor, by reason of bankruptcy or insolvency of Contractor, or the filing of any bankruptcy, insolvency, receivership, or similar action or proceeding by or against Contractor, or any assignment by Contractor for the benefit of its creditors, or any other acts or omission by Contractor reflecting or manifesting bankruptcy or financial insolvency.

7.2. Upon receipt of a written notice of termination for any of the above conditions Contractor shall (i) immediately discontinue all Services affected (unless the notice directs otherwise), and (ii) deliver to the GoTriangle Contracting Officer all data, drawings, specifications, reports, estimates, and summaries, and other such information and materials as may have been accumulated by Contractor in performing the Services under this Agreement, whether completed or in process.

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

7.4. Notwithstanding any other provisions to the contrary, including without limitation the provisions of the Agreement relating to compensation, this paragraph shall

control with respect to payments upon termination, in lieu of any other provisions set forth. Upon termination of the Agreement for convenience, GoTriangle shall pay for Services performed according to those amounts listed in the provisions of the Agreement relating to compensation, based upon the Services performed by Contractor through the date of termination. Provided however, in the event of a default by Contractor under the Agreement, and without limiting GoTriangle's rights and remedies in any way, the amount payable pursuant to paragraph shall be reduced by any damages, costs and expenses (including any sums paid to Contractor for work not completed under the Agreement), if any, incurred by GoTriangle as a result of or arising out of Contractor's acts or omissions.

8. Indemnification and Hold Harmless

To the extent allowed by law and as applicable to N.C.G.S. Section 22B-1, Contractor hereby assumes the risk of and covenants to indemnify GoTriangle, its directors, officers, employees, affiliates, and agents (hereinafter referred to as "Indemnitees") against, and hold them harmless from all losses, damages, liabilities, costs, and expenses, including without limitation, reasonable attorneys' fees, (i) arising out of injury to or death of any person, sickness or disease to any person(s), (ii) damages to any property, real or personal, tangible or intangible, (iii) , or any economic loss resulting from the negligence or wrongful act or any error or omission by Contractor, its subcontractors, its agents or persons performing Services, or breach by Contractor, its subcontractors, its agents or persons performing Services, of any provision of the Agreement, in the performance of the Services thereunder.

- 8.1. In addition to the indemnity provisions set forth elsewhere in this Agreement and not in limitation thereof, Contractor agrees to indemnify and hold the Indemnitees harmless from any and all claims, losses, judgments, and causes of action by Contractor's employees, independent contractors, or their representatives for personal injury or death arising out of, during, or from performance of the Services caused by any act or omission of Contractor. This provision is entered into pursuant to North Carolina General Statute 97-10.2(e).
- 8.2. In performing its duties under this requirement, Contractor shall, at its sole expense, defend GoTriangle with legal counsel reasonably acceptable to GoTriangle. GoTriangle shall nevertheless have the right at its expense to participate in the defense of such Charges. Notwithstanding the foregoing, however, under no circumstances shall Contractor compromise or settle any such Charges without the prior written consent and approval of GoTriangle, after full disclosure by Contractor. Section 8 shall survive expiration or termination of this Agreement.

9. Dispute Resolution

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

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

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

10. Choice of Law / Forum

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

11. Insurance

Contractor shall carry insurance as specified in the Exhibit C, Minimum Insurance Requirements. Contractor shall provide GoTriangle with a valid Certificate of Insurance prior to beginning any work pursuant to this Agreement.

12. Independent Contractor

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

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

13. Accuracy of Financial Statements

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

14. Non-Discrimination

To the extent permitted by North Carolina law, the parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or

expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

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

15. Covenant Against Contingent Fees

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

16. Delegation and Assignment

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

17. Nonwaiver

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

18. Merger

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

19. Reference

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

20. Contractor’s Personnel

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

21. Regulatory Compliance

To the extent applicable, Contractor shall comply with the Federal, state, local, and GoTriangle imposed requirements contained in which requirements are attached hereto and incorporated herein by reference.

22. Certification on Israel Boycott

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

23. Notices

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

23.1. Contractor:

Company name: _____

Attn: _____

Title: _____

Address line 1: _____

Address line 2: _____

23.2. GoTriangle:

GoTriangle
Procurement Department
Attn: Procurement Manager
PO Box 13787 (mail)
Research Triangle Park, NC 27709

With a copy to:

GoTriangle
Attn: Karen Porter
Acting General Counsel
PO Box 13787 (mail)
Research Triangle Park, NC 27709

Telephonic and electronic mail communications and facsimile to GoTriangle may be used to expedite communications, but neither shall be considered official communications under this Contract.

24. No Third-Party Rights

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

25. Severability

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

26. Survivorship

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

27. Attachments

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

28. Separate Counterparts

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

29. Iran Divestment Act

Pursuant to N.C.G.S. § 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 *et seq.* requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Divestment Act. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 Days.

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

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

30. E-Verify

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

31. Debarment Policy

It is the policy of GoTriangle not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, both parties certify that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this transaction.

32. Force Majeure

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Instructions to Offerors

Research Triangle Regional Transportation Authority D/B/A GoTriangle ("GoTriangle") invites qualified and experienced firms with relevant experience to submit Proposals for consideration to contract with GoTriangle to provide **Chief Executive Officer (CEO) Onboarding Support** as set forth in this solicitation.

All inquiries related to the Solicitation must be submitted to the Procurement Officer at Procurement@GoTriangle.org, no later than three (3) days before the offer due date and time. Offerors are prohibited from contacting any GoTriangle employee other than the Procurement Officer at Procurement@GoTriangle.org concerning this procurement while the solicitation and evaluation are in process. The inquiries shall reference the solicitation page, section and paragraph number. GoTriangle will provide answers and clarifications by issuing an addendum to the solicitation.

An offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or email reply to an inquiry does not constitute a modification of the solicitation. Only a solicitation addendum issued by the procurement officer and posted on at the GoTriangle's website can modify the Solicitation. It is the responsibility of the offeror to periodically check GoTriangle's website for addendums.

1. Proposal Submittal

Prospective Offerors shall submit proposals by email to Procurement@GoTriangle.org, no later than **June 6, 2025, by 3:00PM local NC time**. No other format will be accepted.

The email Subject line shall be as follows:

Offeror's Company Name - PROPOSAL - RFP No. 25-026 CEO Onboarding Support

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

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

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

GoTriangle reserves the right to extend the RFP due date at its sole discretion and for its own convenience. GoTriangle will provide a final addendum, if any, a minimum of two (2) days prior to the date for receipt of proposals.

2. Anticipated Procurement Schedule

2.1. The times indicated in the schedule reflect North Carolina’s local time.

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

Action Item	Responsible Party	Date and Time
RFP Issue Date	GoTriangle	05/23/2025
Written Inquiries Due Date	Prospective Offerors	06/03/2025
RFP Final Addendum Issued, as applicable	GoTriangle	06/04/2025
Proposal Due Date and Time	Offerors	06/06/2025
Proposal Evaluation	GoTriangle	06/06/2025
Notice of Intent to Award	GoTriangle	06/13/2025
Contract Award	GoTriangle	06/18/2025

3. Contents of Submittal

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

Offerors shall limit their submissions to the following information unless otherwise stated:

3.1. Cover Sheet (1 page)

The cover sheet shall clearly present the project title, the Offeror's name, the RFP title and number, and the date of submission.

3.2. Table of Contents

3.3. A Concise Letter of Interest including (not to exceed (NTE) 2 pages):

- 3.3.1. The name and address of the Offeror and the state in which it is incorporated and chiefly located;
- 3.3.2. A brief description of the Offeror and its team, and its interest in performing the required professional services;
- 3.3.3. The name, address, phone and facsimile numbers and e-mail address of one designated contact for the Offeror (prime contractor);
- 3.3.4. Acknowledgment of all addenda to the RFP document (each addendum must be identified individually); and
- 3.3.5. Signature of a duly authorized official of the prime contractor firm.

3.4. Statement regarding Judgments and Litigation (no page limit):

- 3.4.1. A statement listing any judgments against the Offeror within the last five (5) years, and any pending litigation related to professional conduct or services.
- 3.4.2. Full disclosure of any Public Sector contracts terminated for cause or convenience in the past five (5) years; and,
- 3.4.3. Full disclosure of any criminal or civil offense.

3.5. Prospective Contractor Responsibility Statement (NTE 3 pages):

To be determined responsible, a prospective contractor must, among other things:

- 3.5.1. Have adequate financial resources to perform the contract, or the ability to obtain them;
- 3.5.2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

- 3.5.3. Have a satisfactory record of integrity and business ethics;
- 3.5.4. Have the necessary organization, accounting and operational controls, and technical skills, or the ability to obtain them;
- 3.5.5. Have the necessary equipment and facilities, or the ability to obtain them; and
- 3.5.6. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

It is not sufficient to merely state that the Offeror meets all of the above criteria. Instead, Offerors shall provide a brief narrative that addresses how it meets each of the above responsibility criteria.

3.6. Team Experience and Qualifications (NTE 10 pages):

- 3.6.1. Describe the qualifications and experience of the Management Team and Key Personnel.
- 3.6.2. Provide an organization chart and identify roles and responsibilities specific to the work to be performed for each Key Personnel. For employees with more than one functional responsibility, also include percentage of time to be spent on each functional role per employee
- 3.6.3. Identify how oversight and supervision provide for assurance of accurate and complete performance of staff duties, including avoidance of errors and omissions.
- 3.6.4. Identify plans for backup and contingency management, including succession for positions of Key Personnel.

3.7. Company Qualifications and Past Performance (NTE 10 pages):

The Offeror shall include a description of the Offeror's business, organization and financial standing; history and experience providing the required services; and record of accomplishment performing similar work. Qualifications and Past Performance described herein are:

- 3.7.1. Minimum of three (3) years' experience in providing these same types of services to public agencies or private organizations. Offeror shall give a description of direct experience on projects of similar size, scope and complexity.
- 3.7.2. Record of accomplishment in the performance of similar services, including the successful use of approaches recommended for GoTriangle.

3.7.3. **Identify current or past clients represented in the past three (3) years in which similar services were provided, on similar projects or contracts. Provide name and telephone number of contact person, scope and duration of project.**

3.7.4. Sound financial standing with ability to perform all functions of the project. Provide audited financial statements for the three (3) most current and available years. If firm is not publicly held, provide most current financial statements.

3.8. Project Methodology and Approach (NTE 10 pages):

The Offeror shall:

3.8.1. Demonstrate understanding of the organizational needs, priorities, challenges and team dynamics.

3.8.2. Propose clearly structured onboarding framework, to include defined phases, deliverables, coordination, timelines and measurable outcomes for the:

- Executive Team Integration;
- Agencywide Engagement;
- External Stakeholder Engagement;
- Coaching;
- Other deliverables outlined in the Scope of Work.

3.9. Cost Proposal

Provide a proposed cost, as shown in the Attachment B, Cost Proposal.

4. Addenda

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

If a valid e-mail address is provided upon download of the RFP document. GoTriangle may notify the Offerors of an addenda, however it is the responsibility of the offeror to periodically check GoTriangle's website for addendas.

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

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

5. Questions and Clarifications

All inquiries related to the Solicitation must be submitted to the Procurement Officer at Procurement@GoTriangle.org, no later than three (3) days before the offer due date and time. Offerors are prohibited from contacting any GoTriangle employee other than the Procurement Officer at Procurement@GoTriangle.org concerning this procurement while the solicitation and evaluation are in process. The inquiries shall reference the solicitation page, section and paragraph number. GoTriangle will provide answers and clarifications by issuing an addendum to the solicitation.

An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or email reply to an inquiry does not constitute a modification of the solicitation. Only a solicitation addendum issued by the procurement officer and posted on at the GoTriangle's website can modify the Solicitation. It is the responsibility of the offeror to periodically check GoTriangle's website for addendums.

6. Pre-Offer Conference

There will be no Pre-Offer Conference for this solicitation.

7. Selection Procedures

Proposals will first be reviewed for completeness of the components specified in the Section Eight (8) of this RFP document. The absence of any required information will result in exclusion from further analysis.

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

GoTriangle may waive irregularities in any Proposal that does not prejudice other Contractors. GoTriangle further reserves the right to negotiate with any source whatsoever.

A Contract may be negotiated with the Contractor whose proposal is considered by GoTriangle in its sole discretion to be most advantageous to GoTriangle.

No Contractor shall have any cause of action against GoTriangle arising out of the methods by which Proposals are evaluated. The selection of the successful Contractor shall be at the sole discretion of GoTriangle.

A Contractor's signed response to this RFP on the Offer Form signifies its acceptance of the obligations and rights specified herein. Submission of a Proposal indicates acceptance by the Contractor of the conditions contained in this RFP unless clearly and specifically noted in the Contractor's submittal and confirmed in the Contract between GoTriangle and the selected Contractor.

GoTriangle reserves the right to reject any and all proposals.

8. Evaluation

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

No.	Criteria
1	Method of Approach, Understanding of Scope Requirements
2	Relevant Experience, References and Key Personnel
3	Cost

The Evaluation Committee, comprised of GoTriangle stakeholders, will review all offers. All offers will be initially classified as being responsive or non-responsive. If an offer is found non-responsive, it will not be considered further. All responsive offers will be evaluated based on stated evaluation criteria.

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

GoTriangle may request Best and Final Offers (BAFOs) from the Offerors in a competitive range. Failure to submit a BAFO by the due date and time shall disqualify the non-responsive Offerors from further consideration.

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

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

9. Public Records and Proprietary Information

Documents received by GoTriangle in response to a solicitation are public records and subject to public inspection and copying. Some bid records are public as soon as received by GoTriangle, others become public at bid opening and others at bid award.

9.1. The North Carolina Public Records Act (N.C.G.S.) §132-1 et seq. authorizes GoTriangle to withhold from public inspection and copying legitimate and properly marked "trade secret" if the record meets all of the following conditions:

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

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

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

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

9.2. If an Offeror submits to GoTriangle a proposal where any record, or portion of a record, constitutes a trade secret as defined in §66-152(3), the Offeror should clearly mark the particular record, or portion of the record, that meets the statutory definition as TRADE SECRET or CONFIDENTIAL TRADE SECRET. In the event GoTriangle receives a public records request for material properly designated as a "trade secret," GoTriangle will notify the Offeror of the request and allow the Offeror a 7-day period to respond in writing and provide written justification that the specific record is entitled to be withheld under §132-1.2. GoTriangle will require that the Offeror indemnify GoTriangle in the event a challenge is brought for the withholding of a record based on the "trade secret" exception to the Public Records Act.

10. Contractual Relationships

GoTriangle will execute a Contract for Services to be performed with the selected Offeror. The selected Offeror's contractual responsibility must solely rest with one firm or legal entity, which shall not be a subsidiary or affiliate with limited resources. Offeror's proposal must clearly indicate the firm or entity responsible for Contract execution on the Offeror Form, Attachment A.

11. Disadvantage Business Enterprise (DBE) Participation

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

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

Any questions related to the GoTriangle's DBE Program shall be directed to Ms. Jamila Ormond, Director of Equal Opportunity Employment/Disadvantaged Business Enterprises at jormond@gotriangle.org.

12. Withdrawal of Proposals

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

13. Proposal Rejection / Reserved Rights

GoTriangle reserves the right to reject any or all proposals received and to re-solicit or to cancel the procurement if deemed to be in the best interest of GoTriangle. GoTriangle shall not be obligated to indicate its reasons for rejecting all proposals, for re-soliciting, or for canceling the procurement.

Execution of a contract pursuant to this procurement is expressly dependent upon appropriation by the GoTriangle Board of Trustees of necessary funding and upon Offeror's signature of the pro forma contract with GoTriangle.

14. News Releases

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

15. Identifying Conflicts of Interest

15.1. Duty to Disclose Potential Conflicts of Interests

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

15.1.2. Failure to provide the relevant statements described above, or any additional information as may be required by GoTriangle to make its determinations, may result in disqualification of the Offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Consultant discovers a conflict of interest an immediate and full disclosure shall be made in writing to GoTriangle's General Counsel.

15.2. Identifying and Remediating the Potential for Bias

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

15.3. Identifying and Remediating the Unfair Competitive Advantage

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

16. Protest Procedures

16.1. Protests Received Prior to Receipt of Proposals

Protests concerning the procedures of this solicitation must be submitted in writing to the GoTriangle's President & CEO no later than five (5) business days prior to the date set for the receipt of Proposals. Upon receipt of a protest, the President & CEO may, at their discretion, extend or postpone the deadline for receipt of Proposals. The President & CEO will answer the protest in writing not later than three (3) business days prior to the deadline date for receipt of Proposals.

16.2. Selection Protests

The Evaluation Committee recommendation will be based on the highest ranked Offeror whose proposal was determined to be most beneficial for GoTriangle. Following the announcement of the award recommendation and the Intent to Award, any Offeror may file a protest regarding the recommendation. The protest must be in writing and must be received by the GoTriangle President & CEO not later than five (5) working days. GoTriangle will consider all protests regarding the recommended Offeror prior to executing the contract.

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

18. 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.

19. 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.

20. Attachments

- Attachment A - Offeror Form
- Attachment B - Cost Proposal
- Attachment C - Minimum Insurance Requirements
- Attachment D - E-Verify Employer Compliance Statement
- Attachment E - Iran Divestment Act Certification
- Attachment F - Companies Boycotting Israel Divestment Act Certification
- Attachment G - Certification Regarding Conflict of Interest
- Attachment H - Statement of Non-Collusion
- Attachment I - RFP Response Checklist

Attachments



ATTACHMENT A
Offeror Form

Offeror's Legal Name

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

Principal to Contact/Title

Email

Telephone

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

State of Incorporation

Year Established

State of North Carolina Registration No.

Federal Tax Identification No.

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

CERTIFICATION

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

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

Signature

Date

Print Name

Title



ATTACHMENT B
Cost Proposal

Offeror Name _____

Key Personnel Hourly Rates

Name	Title	Hourly Rate
		\$0 \$/hr

Estimate Cost Per Task

Task	Estimate Number of Hours Per Task	Total Amount Per Task
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
Total Amount		\$0.00



ATTACHMENT C

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. The insurance requirements set forth in this Exhibit do not modify or otherwise relieve Contractor of Contractor's other obligations as stated elsewhere in this Contract.

3. Commercial General Liability. Contractor shall secure and maintain occurrence-form Commercial General Liability insurance, including coverage for premises and operations, products and completed operations, independent contractors, personal injury and blanket contractual liability, with limits of not less than: General Aggregate (\$2 million); Products and Completed Operations Aggregate (\$2 million); Personal and Advertising Injury Aggregate (\$1 million); and Each Occurrence (\$1 million). Such insurance shall be primary and non-contributory with any insurance carried by GoTriangle.

4. Worker's Compensation and Employer's Liability. Contractor shall secure and maintain Worker's Compensation insurance complying with North Carolina statutory requirements covering all employees and owners, and including Employer's Liability coverage with limits of not less than \$1 million per accident, \$1 million disease per policy limit, and \$1 million disease per employee limit. Coverage shall extend to all states in which operations are conducted.

5. Automobile Liability. Contractor shall secure and maintain Automobile Liability insurance with a limit of not less than \$1 million combined single limit. Such insurance shall include coverage for all owned, hired, and non-owned motorized vehicles both on and off the project site. Such insurance shall be primary and non-contributory with any insurance carried by GoTriangle.
6. Umbrella/Excess Liability. Contractor shall secure and maintain Umbrella or Excess Liability insurance on a “following form” basis with a limit of not less than \$1 million providing excess coverage over and above Contractor’s primary insurance for Commercial General Liability, Automobile Liability, and Employer’s Liability. Such insurance shall be primary and non-contributory with any insurance carried by GoTriangle.
7. Other Terms
 - 7.1. 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.
 - 7.2. 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.
 - 7.3. 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.
 - 7.4. 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.
 - 7.5. Claims-made Insurance. If any insurance policy required by this Exhibit is secured on a claims-made basis, then such policy shall provide that:
 - 7.5.1. The retroactive date shall coincide with or precede Contractor’s commencement of performance under this Contract (including subsequent policies purchased as renewals or replacements);
 - 7.5.2. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;
 - 7.5.3. 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

- 7.5.4. 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.

- 7.6. 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.

- 7.7. Certificates of Insurance. Before commencing performance under this Contract, for each required policy Contractor shall furnish a certificate of insurance (COI) to GoTriangle that demonstrates coverage in compliance with the requirements of this Exhibit and includes the following:
 - 7.7.1. Effective and expiration dates of the policy

 - 7.7.2. Amount of any deductible or self-insured retention

 - 7.7.3. Any exclusions to the policy which are not part of the standard form

 - 7.7.4. Reference to GoTriangle Contract Number identified on the first page of this Exhibit

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



ATTACHMENT D

E-Verify Employer Compliance Statement

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

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

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

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.

Company Name

Name and Title of Authorized Signee

Date



ATTACHMENT E

Iran Divestment Act Certification

Company Name

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

As of the date listed below, the contractor or bidder/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 bidder/offeror listed above to make the foregoing statement.

Printed Name and Title

Signature and Date

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.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.



ATTACHMENT F

Companies Boycotting Israel Divestment Act Certification

Company Name

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

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

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

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

Printed Name and Title

Signature and Date

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.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Divestment-Acts-Resources.aspx> and will be updated every 180 days.

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



ATTACHMENT G
Certification Regarding Conflict of Interest

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

The Bidder / Offeror hereby certifies that to the best of its knowledge and belief, and in accordance with GoTriangle’s Procedures and Guidelines for Preventing Organizational Conflicts of Interest, performance of the services described in the Scope of Work will not create any conflicts of interest for the Bidder / Offeror, any affiliates, any proposed subconsultants, and key personnel of any of these organizations.	
Authorized Signature	Date
Print Name	Title
Bidder / Offeror Company Name	

OR

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



ATTACHMENT H
Statement of Non-Collusion

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

- 1) The prices of this proposal have been arrived at independently, without collusion, consultation, communication, or agreement with any other Bidder / Offeror or competitor, for the purpose of restricting competition or as to any matter relating to price.
- 2) Unless otherwise required by law, the prices quoted in this proposal have not been knowingly disclosed by Bidder / Offeror and will not be disclosed by Bidder / Offeror directly or indirectly to any other Bidder / Offeror or competitor before proposals are opened.
- 3) No attempt has been made or will be made by the Bidder / Offeror to induce any other person, partnership or corporation to submit or not to submit a bid on any portion of the Project work.

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

Subscribed to under penalty of perjury under the laws of the State of North Carolina, this _____ day of _____, 20____ as the act and deed of said corporation or partnership.

Signature

Print Name and Title

Bidder / Offeror Company Name



ATTACHMENT I

Response Checklist

Document		Completed and Provided			
1.	Cover Sheet	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
2.	Table of Contents	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
3.	Letter of Interest	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
4.	Statement of Judgments	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
5.	Responsibility Statement	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
6.	Team Experience and Qualifications	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
7.	Company Qualifications and Past Performance	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
8.	Attachment A - Offeror Form	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
9.	Attachment B - Cost Proposal	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
10.	Attachment C - Minimum Insurance Requirements	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
11.	Attachment D - E-Verify Form	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
12.	Attachment E - Iran Divestment Act Certification	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
13.	Attachment F - Companies Boycotting Israel Divestment Act Certification	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
14.	Attachment G - Certification Regarding Conflict of Interest	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
15.	Attachment H - Statement of Non-Collusion	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
16.	Attachment I - RFP Response Checklist	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>