



REQUEST FOR PROPOSALS

(RFP) No. 26-006

For

Regional Onboard Customer Satisfaction Survey

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 to the following email address: ASostaric@gotriangle.org, no later than **12:00PM EST on August 6, 2025**.

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. All inquiries related to this solicitation shall be directed to Ana Sostaric at ASostaric@gotriangle.org.

GoTriangle reserves the right to reject any or all proposals.

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Scope of Services

1. Background

GoTriangle is the regional transportation agency for the Research Triangle Region of North Carolina, which includes Durham, Orange, and Wake counties. GoTriangle provides public transportation in a region that is experiencing rapid growth and demographic changes. GoTriangle has been entrusted by the public to deliver the highest quality services and infrastructure to match increased community expectations regarding public transportation. GoTriangle improves our region's quality of life by connecting people and places through safe, reliable and easy-to-use travel choices. GoTriangle aims to make exceptional public transportation the foundation of the region's community, prosperity, and mobility. The Regional Onboard Customer Satisfaction Survey plays a significant role in helping us plan for the future of transportation in the area.

2. Overview

The federal government does not directly regulate how public agencies should conduct transit origin-destination surveys. However, the Federal Transit Administration (FTA) of the US Department of Transportation (USDOT) does offer guidance on federal laws and regulations, including Title VI of the 1964 Civil Rights Act. That guidance impacts the frequency, content, and delivery of passenger surveys. The 2012 FTA Circular 4702.1B: Title VI Requirements (FTA Title VI Circular) outlines current Title VI guidance and regulations for transit providers. The circular provides guidance on the types of information transit agencies should collect, including information through passenger surveys, to ensure they are compliant with Title VI.

3. Requirements

The Contractor shall:

- 3.1. Furnish all labor, materials, tools, equipment, supplies, transportation, insurance, supervision, and other items not specifically stated as being furnished by GoTriangle to complete the Regional Onboard Customer Satisfaction.
- 3.2. Contingent upon approved funding, GoTriangle anticipates conducting surveys on a biennial cycle, during the following timeframes:
 - Fall of 2025,
 - Fall of 2027, and
 - Fall of 2029.
- 3.3. Take the lead in performing and carrying out the services, and concurrently work with designated representatives from GoCary, GoDurham, GoRaleigh, and GoTriangle. Additional transit providers in the region may be added as participating partner agencies at the discretion of GoTriangle and with Contractor's mutual agreement.

- 3.4. Develop and conduct onboarding surveys on both fixed-route and ADA trips, prepare and analyze data, and produce reports as described below. The data collected will be used to provide transit agencies with customer satisfaction feedback, as well as demographic data to assist in complying with Title VI of the Civil Rights Act of 1964.
- 3.5. Share with the transit agencies that participated in the survey all collected data, performed data analyses and the prepared reports and presentations.
- 3.6. Share all survey data, results, and all documents and presentations with other relevant stakeholders and officials, as directed by GoTriangle.

4. Tasks

The Contractor shall:

4.1. Task 1 – Develop Work Plan and Schedule

Develop a detailed work plan and timeline for designing and administering the survey, including Title VI reporting, in collaboration with the participating agency advisory team.

4.2. Task 2 – Survey Methodology and Questions

- 4.2.1. Schedule and conduct meetings with GoTriangle representatives, either in a group or independently, to develop the survey methodology and questions.
- 4.2.2. Circulate the survey's proposed methodology and questions for review and approval by all participating agencies.
- 4.2.3. Develop one version of the survey instrument for each participating agency, for an initial total of four versions. The majority of the questions shall be consistent across all agencies, with room for three questions each agency can customize. Surveys shall include both customer satisfaction and demographic questions to ensure agencies meet their Title VI requirements.
- 4.2.4. Develop a detailed work plan for implementing the survey, including Title VI reporting.
- 4.2.5. Develop a mixed-methods research design that collects data using an in-person interview and survey methodology. A goal of the task will be completing surveys for a statistically valid representative sample of transit riders, as well as fulfilling Title VI requirements.
- 4.2.6. Collect boarding and alighting data on sampled routes, develop a weighting strategy for expansion of the dataset and an approach for maximizing response of low-income travelers and hard-to-reach / under-represented minority populations. The preferred framework will allow any number of datasets to inform a survey multi-

criteria expansion, including, but not limited to, boarding counts, on-to-off flow estimates, and GoPass transactions. The design shall also include a strategic approach for Limited English Proficiency (LEP) populations in order to best gather a representative sample that includes those who do not read or speak English.

4.3. Task 3 – Survey Instrument Development

4.3.1. Design a survey instrument in English. At a minimum, the following data items shall be on the instrument:

- a. Age of respondent
- b. Gender
- c. Race and ethnicity
- d. Disability
- e. Language spoken at home
- f. Employment status
- g. Annual household income
- h. Number of vehicles available in household
- i. Number of workers in household
- j. Household size
- k. Zip code, email, phone number
- l. Trip purpose
- m. Fare payment method
- n. Use of a smartphone
- o. Use of ride-hailing service to replace a trip
- p. Time of day
- q. Ride frequency
- r. Mode of access to transit
- s. Safety
- t. Cleanliness
- u. On time performance
- v. Availability of desired destinations

4.3.2. Upon approval of the English version of the survey by all parties, translate the four survey instruments in Spanish language.

- a. GoTriangle reserves the right to request corrections and adjustments to both the English and Spanish versions.

4.3.3. Create digital and print versions.

- 4.3.4. The printed surveys should be printed in both English and Spanish, with the Spanish version on the reverse side of the English version. This would allow the respondents to choose which language version to complete.

4.4. Task 4 – Survey Implementation and Staffing

- 4.4.1. Hire, train, and supervise all staff necessary to conduct the onboard survey.

- 4.4.2. Develop an appropriate staffing plan.

- 4.4.3. Develop a survey interviewer's training manual that the Contractor will use to train the staff who will be conducting the survey. The manual shall detail the interviewer's role and responsibility, as well as administrative matters pertaining to the survey implementation.

- 4.4.4. Provide GoTriangle an opportunity to review and comment on the training manual prior to launch of the survey training period. Any comments provided by GoTriangle shall be incorporated into the final version of the manual prior to its use.

4.5. Task 5 – Conduct Surveys

- 4.5.1. Coordinate and plan the onboard surveying directly with bus operations staff at each participating agency to, including the number of surveys to be conducted.

- 4.5.2. Create a schedule for all agencies to be surveyed within the same general period of about two weeks.

- 4.5.3. Administer the surveys on all agreed-upon fixed route and ADA bus services in operation **during fall 2025**.

- 4.5.4. The survey should be conducted over a period of at least two weeks. Taking the university schedules into consideration, the ideal time for surveying would be the last week of October and the first week of November 2025.

- 4.5.5. The number of completed surveys shall provide statistically significant results for each of the surveyed systems and all routes.

- 4.5.6. Exhibit B of this solicitation shows the number of runs, trips, hours, span of service, and average daily boardings per route. Some routes are interlined.

4.6. Task 6 – Data Entry, Analysis, Reporting, and Privacy

- 4.6.1. Perform data entry (if necessary), data verification, data processing, and quality control on the raw survey records, while **taking all necessary precautions to protect the personal data and privacy of all survey respondents.**
- 4.6.2. Conduct data analysis for each of the individual transit systems and for each county (Durham, Orange, and Wake).
- 4.6.3. Prepare both separate and consolidated reports, documents, and PowerPoints for each transit system and county.
- 4.6.4. Distribute the drafts for at least one round of review by all parties.
- 4.6.5. Continue the review process and revise the draft reports as necessary until agreement has been reached by all parties on the contents of each final report.
- 4.6.6. Finalize the data files and reports once GoTriangle and all partner agencies have agreed on the draft reports.
- 4.7. Task 7 – Final Deliverables
 - 4.7.1. Provide the Final Deliverables to all participating agencies in print and compatible digital formats.
 - 4.7.2. Provide at least two online presentations of the final results as reported in the Final Reports.
 - 4.7.3. Provide four copies of the Final Reports, one for each agency, that include the Contractor's:
 - a. Executive Summary;
 - b. Methodology;
 - c. Analysis of collected data;
 - d. Comparison of collected data with past survey results;
 - e. Findings and conclusions for each system and route;
 - f. Sample sizes and confidence levels;
 - g. Title VI reporting, i.e., system-wide and route-level results by race and income-level; and
 - h. Other topics as proposed by the Contractor in its proposal and agreed to by GoTriangle in the contract resulting from this solicitation.

5. Supplemental Information

The following documents are provided for the Offerors' information and reference in preparing their proposals:

- Exhibit A – 2023 GoTriangle Onboard Survey Instrument
- Exhibit B - GoTriangle Route Information
- Exhibit C - GoTriangle's Travel and Business Related Expense Policy

6. Inspection and Acceptance

Inspection and acceptance of all services and deliverables provided will be conducted by the GoTriangle's Project Manager or a designee.

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 May 31st, 2027, unless canceled, terminated, or permissibly extended. GoTriangle may at its discretion extend the initial Contract term for additional two 2-year periods, for a maximum contract term through May 31, 2030.

3. Invoicing and Compensation

- 3.1. In full and complete compensation for all Services provided by Contractor hereunder, GoTriangle agrees to pay Contractor according to the Cost Schedule outlined in the Attachment B of this Contract.
- 3.2. Contractor shall submit an electronic by the fifteenth day of each month based upon the Services satisfactorily performed in the previous month. The Invoices shall be submitted to the following email address: invoice@gotriangle.org. Each invoice shall be in a form satisfactory to GoTriangle and shall reference this Contract Number **26-006**.
- 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: _____
Address line 1: _____
Address line 2: _____

23.2. GoTriangle:

GoTriangle
Attn: President & CEO
PO Box 13787 (mail)
Research Triangle Park, NC 27709

With a copy to:

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

Telephone calls and email messages may be used to expedite communications with GoTriangle, but neither shall be considered official correspondence 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.

Exhibit A: Passenger Survey

PASSENGER SURVEY — Please tell us about how you use GoTriangle

El cuestionario en español se encuentra en el otro lado



1. Did you participate in a GoPass program (by obtaining a transit pass through your school or employer) before GoTriangle suspended fares?

- 1 ☐ Yes, I had an active GoPass in 2020 2 ☐ I have used a GoPass previously but not in 2020
3 ☐ I have never participated in a GoPass program

2. If employed, who is your current employer? (Knowing where our riders work helps us plan to better serve your needs.) _____

3. In a typical week on how many days do you currently use GoTriangle? (Circle only one)
0 (None) 1 2 3 4 5 6 7

4. Before the pandemic which began in March 2020, on how many days a week did you typically use GoTriangle? 0 (None) 1 2 3 4 5 6 7

5. During the pandemic in 2020 and 2021, on how many days a week did you typically use GoTriangle? 0 (None) 1 2 3 4 5 6 7

6. What is the ONE main purpose for which you most often use the GoTriangle bus? Is it to go to or from

- 1 ☐ Work 2 ☐ School/college 3 ☐ Shopping
4 ☐ Medical/dental 5 ☐ Recreation/event 6 ☐ Other _____

7. Please mark all of the following that apply to you. Are you...

- 1 ☐ Employed full time 2 ☐ Employed part time 3 ☐ Unemployed 4 ☐ Homemaker
5 ☐ Student 6 ☐ Retired 7 ☐ Volunteer position

8. If you are employed or a student, do you work/attend school...

- 1 ☐ Remote only 2 ☐ Remote some days; onsite other days 3 ☐ Onsite only

9. How old are you? _____ Years old

10. Do you identify as... 1 ☐ Male 2 ☐ Female 3 ☐ Non-binary 4 ☐ Prefer not to answer

11. Do you consider yourself to be... (Please check all that apply to you)

- 1 ☐ African American/Black 2 ☐ Asian 3 ☐ Caucasian/White
4 ☐ Hispanic 5 ☐ Native American Indian 6 ☐ Other: _____

12. What language do you most often speak at home? (Check only one)

- 1 ☐ English 2 ☐ Spanish 3 ☐ Other: _____

13. Please check all Triangle Region bus systems you use in a typical week

- 1 ☐ GoRaleigh 2 ☐ GoTriangle 3 ☐ GoDurham 4 ☐ GoCary 5 ☐ Chapel Hill Transit
6 ☐ Duke Transit 7 ☐ Wolfline 10 ☐ None of these

14. What is your total annual household income? (Check only one)

- 1 ☐ Less than \$10,000 2 ☐ \$10,000 to \$14,999 3 ☐ \$15,000 to \$19,999
4 ☐ \$20,000 to \$24,999 5 ☐ \$25,000 to \$34,999 6 ☐ \$35,000 to \$49,999
7 ☐ \$50,000 to \$74,999 8 ☐ \$75,000 to \$100,000 9 ☐ More than \$100,000

15. How many cars or other vehicles are available for your use? 0 None 1 2 3 4 or more

16. In the past thirty days, did you use Uber/Lyft instead of GoTriangle for a trip you otherwise would have made on GoTriangle 1 ☐ Yes 2 ☐ No

17. Do you use a transit app on your cell phone? 1 ☐ Yes 2 ☐ No 3 ☐ No cell phone
If you use a transit app, which one? _____

In the past 30 days, how would you rate GoTriangle on the following services?

	Excellent	Very Good	Good	Neutral	Poor	Very Poor	Extremely poor	Does not apply
18. Buses running on-time	7	6	5	4	3	2	1	<input type="checkbox"/>
19. Frequency of service on weekdays	7	6	5	4	3	2	1	<input type="checkbox"/>
20. Frequency of service on Saturday	7	6	5	4	3	2	1	<input type="checkbox"/>
21. Frequency of service on Sunday	7	6	5	4	3	2	1	<input type="checkbox"/>
22. Hours the buses operate weekdays	7	6	5	4	3	2	1	<input type="checkbox"/>
23. Hours the buses operate Saturday	7	6	5	4	3	2	1	<input type="checkbox"/>
24. Hours the buses operate Sunday	7	6	5	4	3	2	1	<input type="checkbox"/>
25. Total time it takes for your usual trip	7	6	5	4	3	2	1	<input type="checkbox"/>
26. Service to all locations you want to go	7	6	5	4	3	2	1	<input type="checkbox"/>
27. Ease of transfer among GoTriangle routes	7	6	5	4	3	2	1	<input type="checkbox"/>
28. Ease of transferring between GoTriangle and other area bus transit systems	7	6	5	4	3	2	1	<input type="checkbox"/>
29. Cleanliness of the bus interiors	7	6	5	4	3	2	1	<input type="checkbox"/>
30. Availability of shelters at bus stops	7	6	5	4	3	2	1	<input type="checkbox"/>
31. Your sense of personal safety from other passengers on the buses	7	6	5	4	3	2	1	<input type="checkbox"/>
32. Courtesy & helpfulness of bus operators	7	6	5	4	3	2	1	<input type="checkbox"/>
33. Usefulness of information from 485-RIDE telephone operators	7	6	5	4	3	2	1	<input type="checkbox"/>
34. Usefulness of printed information such as schedule or brochures	7	6	5	4	3	2	1	<input type="checkbox"/>
35. Quality of WIFI service	7	6	5	4	3	2	1	<input type="checkbox"/>
36. The overall quality of GoTriangle service	7	6	5	4	3	2	1	<input type="checkbox"/>

35. Of the services in questions 18 to 35 above, please list the three most important to improve?
Most important _____ 2nd most _____ 3rd most _____

Comments: _____

ENCUESTA DE PASAJEROS — Cuéntenos cómo usa GoTriangle



1. ¿Participó en un programa GoPass (obteniendo un pase de tránsito a través de su escuela o empleador) antes de que GoTriangle suspendiera las tarifas?

- 1 ☐ Sí, tenía un GoPass activo en 2020 2 ☐ He usado un GoPass antes pero no en 2020
3 ☐ Nunca he participado en un programa GoPass

2. Si está empleado, ¿quién es su empleador actual? (Sabendo dónde trabajan nuestros pasajeros nos ayuda a planificar mejor sus necesidades) _____

3. En una semana típica, ¿cuántos días utiliza actualmente GoTriangle? (Circule solo uno)
0 (Ninguno) 1 2 3 4 5 6 7

4. Antes de la pandemia que comenzó en marzo de 2020, ¿cuántos días a la semana solía usar GoTriangle? 0 (Ninguno) 1 2 3 4 5 6 7

5. Durante la pandemia en 2020 y 2021, ¿cuántos días a la semana solía usar GoTriangle?
0 (Ninguno) 1 2 3 4 5 6 7

6. ¿Cuál es el ÚNICO objetivo que utiliza con frecuencia el autobús GoTriangle? es para ir hacia o desde

- 1 ☐ Trabajo 2 ☐ Escuela/colegio 3 ☐ Compras
4 ☐ Médico/dental 5 ☐ Recreación/evento 6 ☐ Otro: _____

7. Por favor marque todos los siguientes que se aplican a usted. Eres...

- 1 ☐ Empleado de tiempo completo 2 ☐ Empleado medio tiempo 3 ☐ Desempleado
4 ☐ Ama/o de casa 5 ☐ Estudiante 6 ☐ Jubilado 7 ☐ Puesto de voluntario

8. Si está empleado o es estudiante, ¿trabaja/asiste a la escuela...?

- 1 ☐ Solo remoto 2 ☐ Remoto algunos días; presencial otros días 3 ☐ Solo en el sitio

9. ¿Cuántos años tiene? _____ Años

10. ¿Te identificas como... 1 ☐ Masculino 2 ☐ Femenino 3 ☐ No binario 4 ☐ Prefiero no responder

11. ¿Te consideras a ti mismo... (Por favor marque todo lo que se aplica a usted)

- 1 ☐ Afroamericano/Negro 2 ☐ Asiático 3 ☐ Caucásico/Blanco
4 ☐ Hispano 5 ☐ Indio Nativo Americano 6 ☐ Otro: _____

12. ¿Qué idioma habla con más frecuencia en casa? (Marque solo uno)

- 1 ☐ Inglés 2 ☐ Español 3 ☐ Otro: _____

13. Marque los sistemas de autobuses de la región de Triangle que utiliza en una semana normal

- 1 ☐ GoRaleigh 2 ☐ GoTriangle 3 ☐ GoDurham 4 ☐ GoCary 5 ☐ Chapel Hill Transit
6 ☐ Duke Transit 7 ☐ Wolfline 10 ☐ Ninguno de estos

14. ¿Cuál es el ingreso total anual de su hogar? (Marque solo uno)

- 1 ☐ Menos de \$10,000 2 ☐ \$10,000 a \$14,999 3 ☐ \$15,000 a \$19,999
4 ☐ \$20,000 a \$24,999 5 ☐ \$25,000 a \$34,999 6 ☐ \$35,000 a \$49,999
7 ☐ \$50,000 a \$74,999 8 ☐ \$75,000 a \$100,000 9 ☐ Más de \$100,000

15. ¿Cuántos autos u otros vehículos están disponibles para su uso? 0 Ninguno 1 2 3 4 o más

16. En los últimos treinta días, ¿usó Uber/Lyft en lugar de GoTriangle para un viaje que de otro modo habría hecho en GoTriangle? 1 ☐ Sí 2 ☐ No

17. ¿Utiliza una aplicación de tránsito en su teléfono celular? 1 ☐ Sí 2 ☐ No 3 ☐ Sin celular
Si usa una aplicación de tránsito, ¿cuál? _____

En los últimos 30 días, ¿cómo calificar a GoTriangle en los siguientes servicios?

	Excelente	Muy bien	Bien	Neutral	Mal	Muy mal	Extremadamente mal	No aplica
18. Autobuses funcionando a tiempo	7	6	5	4	3	2	1	<input type="checkbox"/>
19. Frecuencia de servicio entre semana	7	6	5	4	3	2	1	<input type="checkbox"/>
20. Frecuencia de servicio el sábado	7	6	5	4	3	2	1	<input type="checkbox"/>
21. Frecuencia de servicio el domingo	7	6	5	4	3	2	1	<input type="checkbox"/>
22. Horas de operación entre semana	7	6	5	4	3	2	1	<input type="checkbox"/>
23. Horas de operación el sábado	7	6	5	4	3	2	1	<input type="checkbox"/>
24. Horas de operación el domingo	7	6	5	4	3	2	1	<input type="checkbox"/>
25. Tiempo total que tarda su viaje habitual	7	6	5	4	3	2	1	<input type="checkbox"/>
26. Servicio a todos los lugares que quieras ir	7	6	5	4	3	2	1	<input type="checkbox"/>
27. Facilidad de transferir rutas de GoTriangle	7	6	5	4	3	2	1	<input type="checkbox"/>
28. Facilidad de transferir entre GoTriangle y otros sistemas de autobuses del área	7	6	5	4	3	2	1	<input type="checkbox"/>
29. Limpieza en interiores de los autobuses	7	6	5	4	3	2	1	<input type="checkbox"/>
30. Disponibilidad de paradas techadas	7	6	5	4	3	2	1	<input type="checkbox"/>
31. Su sentido de seguridad personal de otros pasajeros en los autobuses	7	6	5	4	3	2	1	<input type="checkbox"/>
32. Cortesía y amabilidad de los operadores	7	6	5	4	3	2	1	<input type="checkbox"/>
33. Utilidad de la información del 485-RIDE operadores telefónicos	7	6	5	4	3	2	1	<input type="checkbox"/>
34. Utilidad de la información impresa como horario o folletos	7	6	5	4	3	2	1	<input type="checkbox"/>
35. Calidad del servicio WIFI	7	6	5	4	3	2	1	<input type="checkbox"/>
36. Calidad general del servicio de GoTriangle	7	6	5	4	3	2	1	<input type="checkbox"/>

37. De los servicios en las preguntas 18 a 35 anteriores, enumere los tres más importantes para mejorar.

Lo más importante _____ 2do más _____ 3ro más _____

Comentarios: _____

Exhibit B: GoTriangle Route Information

Available at: <https://gotriangle.org/maps-schedules/>

Exhibit C: Travel and Business Related Expense Policy

TRAVEL AND BUSINESS RELATED EXPENSE POLICY NUMBER 3.8.1

3.8.1.1 POLICY PURPOSE

The purpose of TRAVEL AND BUSINESS RELATED EXPENSE POLICY NUMBER 3.8.1 (Policy) is to establish the overview, scope, responsibilities, and guidelines for Travel and Business Related Expenses for the Research Triangle Regional Public Transportation Authority d/b/a GoTriangle (GoTriangle).

3.8.1.2 POLICY OVERVIEWS

- A. This Policy applies to all divisions of GoTriangle, GoTriangle's consultants and contractors, GoTriangle's employees (employees) and the GoTriangle Board of Trustees (Board).
- B. Board members and employees may have their Travel and Business Related Expenses reimbursed by GoTriangle subject to the limitations contained in this Policy. Under no circumstances shall duplicate reimbursement be made for that portion of a Board member's or employee's expenses paid or reimbursed from a non-GoTriangle source.
- C. All travel is contingent upon the availability of funds in the proper budget categories.
- D. A Board member, employee, or GoTriangle consultant traveling on GoTriangle business shall exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Excess costs, circuitous routes, delays, or luxury accommodations and services unnecessary or unjustified in the performance of official business are not acceptable under this Policy. Board members, employees, and GoTriangle consultants shall be responsible for unauthorized costs and any additional expenses incurred due to personal preference or convenience.

3.8.1.2 POLICY PRINCIPLES

- A. All reimbursable Travel and Business Related Expenses must be generated for a business purpose. The purchase of personal items unrelated to related travel expenses will not be reimbursed by GoTriangle (e.g., room service, alcoholic beverages consumed while on company business). The application of this Policy shall be consistent throughout GoTriangle and any exceptions must be reported and reviewed by the Chief Financial Officer.
- B. The timely reporting of Travel and Business Related Expenses is important for GoTriangle to maintain accurate financial records and ensure the items purchased are recorded as expenses in the correct fiscal period. Expenses incurred during the period but not recorded in the financial records may result in the misstatement of GoTriangle's reported financial results or its failure to follow Generally Accepted Accounting Principles (GAAP). The GAAP rules require expenses to be recorded in the period that they were incurred.

Adopted June 23, 2004
Effective July 1, 2004

Amended January 24, 2018

3.8.1.4 POLICY SCOPE

- A. With prior approval of Travel and Advance Authorization Form, GoTriangle will pay and/or reimburse for the following expenses:
- A.1 All registration costs, including charges for any meals that are included as part of a registration fee, for a meeting, training, conference, workshop, or seminar.
 - A.2 Round trip train, bus, or coach air fare to destination and cab or transit fare between airports, hotels, and activity sites. The use of economy priced rental cars may be allowed upon prior approval by the Department Manager/Approving Authority when cost effective.
 - A.3.0 Employees on the basis of mileage for the use of a privately owned automobile (POA), providing this cost does not exceed the cost of air travel. Local travel by GoTriangle vehicles is encouraged whenever available.
 - A.3.1 For transportation by a POA, employees and Board members are eligible for reimbursement at the current U.S. General Services Administration rate per mile of travel (as updated or implemented annually by GoTriangle as the "GoTriangle Reimbursable Mileage Rate"; see Reference A, which is attached hereto and specifically incorporated by reference) and the actual costs of road, bridge, and ferry tolls paid.
 - A.3.2 For transportation by a POA, GoTriangle Consultants are eligible for reimbursement at the current U.S. Internal Revenue Service standard business rate per mile of travel (as updated annually by the IRS; see Reference A) and the actual costs of road, bridge and ferry tolls paid.
 - A.3.3 *Employees, Consultants, and Board members are cautioned that use of a POA is at their own risk. In the event of an accident, the owner or operator of the vehicle is responsible for losses or damages of any kind. GoTriangle will not be responsible for any further payment other than the reimbursement detailed above.*
 - A.3.4 For transportation by airline, bus, railroad, or other conveyance, the actual coach fare will be reimbursed. Ticket stubs or boarding passes must be included with expense reports.
 - A.4 The actual cost of lodging, including reasonable gratuities as shown in Reference A. If an activity is being held at a hotel, the employee may select that hotel for lodging. Itemized receipts are required.
 - A.5 Per Diem for meals including reasonable gratuities as shown in Reference A. Itemized receipts are required. However, a per diem allowance for GoTriangle consultants may be considered on a case-by-case basis; any exception(s) to the requirement for itemized receipts shall be expressly approved in writing by the Chief Financial Officer, in consultation with the Office of General Counsel.
 - A.6 Meals or banquets that are included in an activity's program or meals where the employee has no practical control over the site or food selection.

Adopted June 23, 2004
Effective July 1, 2004

Amended January 24, 2018

- A.7 Lunch expenses only, for day activities. Exceptions due to early arrival or late departure must be approved in advance by the Department Manager/Approving Authority.
- A.8 Any necessary and reasonable out-of-town laundry costs only if the travel exceeds four (4) business days.
- A.9 Expenses for extended overnight stay when significant savings may be realized. Such extended stay must be approved in advance by the Department Manager/Approving Authority.
- B. GoTriangle shall not pay for personal expenses that are unrelated to the purpose of the travel activity. Expenses such as, but not limited to, alcoholic beverages, personal telephone calls (exception, reasonable calls, 15-minute maximum), newspapers, magazines, room service (exception, Refer to Travel and Business related Expense Standard Procedure for detail), movies, premium TV channels, and other entertainment shall not be reimbursed.

3.8.1.5 POLICY RESPONSIBILITIES

- A. A member of the Board shall approve in advance, all requests to travel on GoTriangle business by the Board Chair, General Counsel and General Manager. Reimbursement for expenses incurred relative to this travel also requires Board member approval. GoTriangle will pay the actual costs of meals for official GoTriangle guests (including GoTriangle and non- GoTriangle employees) when accompanying the GoTriangle Board Chair, General Counsel or General Manager in the course of conducting official GoTriangle business.
- B. The Board Chair shall approve in advance, all requests to travel on GoTriangle business by the GoTriangle Board officers, including the Vice-Chair, Secretary, and Treasurer, and other members of the Board. Reimbursement for expenses incurred relative to this travel also requires Board Chair approval. GoTriangle will pay the actual costs of meals for official GoTriangle guests (including GoTriangle and non- GoTriangle employees) when accompanying Board members in the course of conducting official GoTriangle business.
- C. The Department Manager/Approving Authority (or equivalent employee performing this function) shall approve, in advance, all requests to travel on GoTriangle business made by those in his or her department. Reimbursement for expenses incurred relative to this travel also requires approval of the Department Manager/Approving Authority. Because of his or her familiarity with the purpose of the travel and the personnel involved, the Department Manager/ Approving Authority shall closely monitor expenses and question any unreasonable charges incurred.
- D. The Finance Department shall review all travel related transactions and advise the Department Manager/Approving Authority of any apparent deviations from these procedures.
- E. The General Manager shall rule on any differences of opinion in the interpretation of the terms of this Policy that cannot be resolved to the mutual satisfaction of the Department Manager/Approving Authority and the Finance Department.

3.8.1.6 POLICY PRACTICE STATEMENT

- A. Travel and Advance Authorization and Travel and Business related Expense Reports must be completed in order for an employee to be reimbursed for expenses. Refer to Travel and Business

Adopted June 23, 2004
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Related Expense Standard Procedure for detail.

- B. Receipts – GoTriangle requires all receipts to be attached to the expense report for reimbursement.
- C. Per Diem Plan – GoTriangle currently provides a per diem plan for travel and entertainment expenses. See Reference A and refer to Travel and Business Related Expense Standard Procedure for detail.
- D. Travel and Entertainment Advances – Refer to Travel and Business Related Expense Standard Procedure for detail.
- E. Reimbursement – Refer to Travel and Business Related Expense Standard Procedure for detail.

Adopted June 23, 2004
Effective July 1, 2004

Amended January 24, 2018



TRAVEL AND BUSINESS RELATED EXPENSE POLICY NUMBER 3.8.1

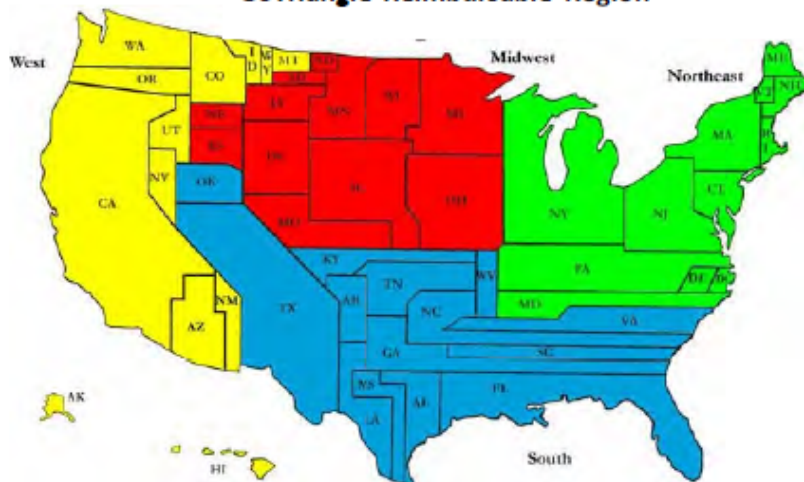
REFERENCE A

3.8.1.7 POLICY SCOPE

- A. The GoTriangle Reimbursable Mileage Rate and the U.S. Internal Revenue Service (IRS) standard business rate per mile of travel are updated annually.
 - A.1 The GoTriangle Reimbursable Mileage Rate for Employees, Consultants, and Board members for use of a Personally Operated Automobile (POA) when used for GoTriangle business travel is updated annually.
- B. Gratuities – a reasonable dollar amount per day will be considered for reimbursement. A receipt is optional, unless included with receipt for a meal.
- C. GoTriangle Reimbursable Rates –

Region	MEALS	LODGING	MAX REIMBURSABLE RATE
ZONE 1 - Midwest	\$60	\$175	\$235
ZONE 2 - Northeast	\$70	\$200	\$270
ZONE 3 – South	\$50	\$150	\$200
ZONE 5 –West	\$70	\$200	\$270

GoTriangle Reimbursable Region



GoTriangle Reimbursable Rates Effective as of January 24, 2018

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 Regional Onboard Customer Service Satisfaction Survey set forth in this solicitation.

All inquiries related to the Solicitation must be submitted to the Procurement Officer at ASostaric@GoTriangle.org, no later than five (5) days before the offer due date and time. Offerors are prohibited from contacting any GoTriangle employee other than the Procurement Officer at ASostaric@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 email 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 ASostaric@GoTriangle.org, no later than **August 6th, 2025, by 12:00PM local NC time**. No other format will be accepted.

The email Subject line shall be as follows:

Offeror's Company Name - PROPOSAL - RFP No. 26-006 Regional Onboard Customer Satisfaction Survey

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	07/23/2025
Written Inquiries Due Date	Prospective Offerors	07/30/2025
Exceptions to the Terms and Conditions	Prospective Offerors	07/30/2025
RFP Final Addendum Issued, as applicable	GoTriangle	08/04/2025
Proposal Due Date and Time	Offerors	08/06/2025
Proposal Evaluation	GoTriangle	08/15/2025
Notice of Intent to Award	GoTriangle	08/15/2025
Contract Award	GoTriangle	08/25/2025

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** (not to exceed (NTE) 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 (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. Project Methodology and Approach (NTE 12 pages)

The Offeror shall provide a comprehensive description of the proposed approach to fulfilling the tasks and requirements of this project. This shall include, but not be limited to:

- 3.6.1. **Project Plan and Timeline:** A detailed work plan and schedule for the survey, including all tasks from design through implementation and final reporting. This should demonstrate the Offeror's understanding of the scope, tasks, and required milestones, including Title VI and ADA compliance. Specific timeframes, responsibilities, and key deliverables should be identified.
- 3.6.2. **Survey Methodology:** A description of the proposed survey methodology, including mixed-methods design for data collection (in-person interviews, surveys, etc.), and a strategy for achieving statistically valid and representative samples.
- 3.6.3. **Data Collection Strategy:** The Offeror should outline the approach for ensuring inclusivity of hard-to-reach populations (e.g., low-income riders, limited English proficiency (LEP) individuals, ADA, and under-represented minority groups) in the data collection process.
- 3.6.4. **Quality Control Procedures:** A plan to ensure accuracy and reliability of the data collected, including the methods for data entry, processing, verification, and quality control.
- 3.6.5. **Survey Instrument Design:** A description of how the Offeror will design the survey instrument, including customer satisfaction and demographic questions that meet Title VI and ADA reporting requirements.
- 3.6.6. **Training Plan:** A description of the training program for field staff, including a review of the training manual, which must be reviewed by GoTriangle prior to

the training period. This should also include how staff will be trained on the requirements of Title VI and how to interact with the public respectfully, particularly with vulnerable or under-represented populations.

3.7. Offeror's Experience (NTE 10 pages)

The Offeror should demonstrate experience in conducting similar onboard customer satisfaction surveys for transit agencies. The submittal should include the following:

- 3.7.1. **Relevant Experience:** A summary of the Offeror's previous work in conducting surveys, particularly in the public transportation sector. This should include a list of similar projects, including the scope of work, challenges, and outcomes.
- 3.7.2. **Title VI Compliance Experience:** A description of past experience ensuring compliance with Title VI of the Civil Rights Act, including demographic data collection and reporting.
- 3.7.3. **Project Management:** Evidence of the Offeror's ability to manage large-scale survey projects, including coordination with multiple agencies, logistics, staffing, and adherence to timelines and budgets.
- 3.7.4. **Data Analysis and Reporting:** Examples of previous work where the Offeror successfully analyzed survey data and produced actionable reports for transportation agencies or similar clients.

3.8. References (NTE 1 page)

- 3.8.1. **The Offeror shall provide** at least three (3) references for previous similar projects, including contact details, project scope, and duration. References should be for projects that are similar in size, scope, and complexity to this Regional Onboard Customer Satisfaction Survey.

3.9. Staffing Plan and Key Personnel (NTE 5 pages)

The Offeror should identify key staff members and provide their qualifications, including:

- 3.9.1. **Project Team:** The roles and responsibilities of the individuals who will be assigned to this project. This should include the project manager, survey design specialists, data analysts, field staff supervisors.

3.9.2. **Staffing Plan:** A detailed plan for how the Offeror intends to staff and manage the survey implementation process, ensuring adequate personnel for both fixed-route and ADA surveys during the survey period.

3.9.3. **Staff Qualifications:** Resumes or qualifications for key personnel, (NTE 2 pages per person, separate from the section's 5 page limit) highlighting relevant experience in survey development, fieldwork, data analysis, and transportation planning. The Offeror should specifically outline the qualifications of staff who will be responsible for Title VI compliance and demographic data collection.

3.10. **Cost Proposal**

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

4. **Questions and Clarifications**

4.1. All inquiries related to the Solicitation must be submitted to the Procurement Officer at ASostaric@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 ASostaric@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.

4.2. 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.

5. **Exceptions to Terms and Conditions**

5.1. The solicitation terms and conditions provided herein shall become a part of any contract issued as a result of this solicitation. Any exceptions to the terms and conditions shall be requested in advance of the proposal due date. The successful firm will not be allowed to make any changes or modifications unless the exceptions were requested in writing as specified herein, and approved in writing by GoTriangle.

5.2. If requesting any exceptions, the Offeror shall complete the Attachment I-1 Exception Form, and submit to GoTriangle in an electronic format to the following email address: ASostaric@gotriangle.org, no later than 07/30/25 12:00PM EST.

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

6. 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.

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	Project Methodology and Approach
2	Offeror's Experience, References and Staffing Plan and Key Personnel
3	Cost Proposal

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.

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 - Boycott of Israel Divestment Act Certification
- Attachment G - Certification Regarding Conflict of Interest
- Attachment H - Statement of Non-Collusion
- Attachment I - Conformance Statements
- Attachment I-1 - Exceptions Form
- Attachment J - RFP Response Checklist

ATTACHMENTS



Attachment A
Offeror Form

Solicitation No.
26-006

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

Solicitation No.
26-006

Uploaded as a separate Excel document.



Attachment C

Solicitation No.

Minimum Insurance Requirements

26-006

1. Definitions

1.1. "Contractor" as used in this Exhibit shall mean: _____

1.2. "GoTriangle" as used in this Exhibit shall mean the Research Triangle Regional Public Transportation Authority dba GoTriangle.

1.3. "Contract" as used in this Exhibit shall mean the agreement or contract to which this Exhibit is attached.

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

6. Umbrella/Excess Liability. Contractor shall secure and maintain Umbrella or Excess Liability insurance on a “following form” basis with a limit of not less than \$1 million providing excess coverage over and above Contractor’s primary insurance for Commercial General Liability, Automobile Liability, and Employer’s Liability. Such insurance shall be primary and non-contributory with any insurance carried by GoTriangle.
7. Professional Liability. Contractor shall secure and maintain Professional Liability insurance providing coverage for errors or omissions committed in the course of Contractor’s performance under this Contract. The coverage shall be maintained during the term of this Contract and for at least 3 years following completion of Contractor’s performance. The policy shall have limits of not less than \$5 million per claim and in the annual aggregate. The policy may contain a deductible of a maximum of \$250,000, but in such case the deductible shall be the sole responsibility of Contractor, and no portion of the deductible is the responsibility of GoTriangle.
8. Privacy and Network Liability (Cyber). Contractor shall secure and maintain Privacy and Network Liability (Cyber) insurance with a limit of not less than \$5 million aggregate and providing coverage for network security, third party liability, notification services, and cyber extortion.
9. Other Terms
 - 9.1. 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.
 - 9.2. Waiver of Subrogation. The following policies of insurance shall include a waiver of subrogation in favor of Research Triangle Regional Public Transportation Authority dba GoTriangle: Commercial General Liability; Worker’s Compensation and Employer’s Liability; Automobile Liability; Privacy and Network Liability (Cyber) and Umbrella/Excess.
 - 9.3. 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.
 - 9.4. 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.
 - 9.5. Claims-made Insurance. If any insurance policy required by this Exhibit is secured on a claims-made basis, then such policy shall provide that:
 - 9.5.1. The retroactive date shall coincide with or precede Contractor’s commencement of performance under this Contract (including subsequent policies purchased as renewals or replacements);
 - 9.5.2. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;

- 9.5.3. 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
- 9.5.4. 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.
- 9.6. 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.
- 9.7. 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:
 - 9.7.1. Effective and expiration dates of the policy
 - 9.7.2. Amount of any deductible or self-insured retention
 - 9.7.3. Any exclusions to the policy which are not part of the standard form
 - 9.7.4. Reference to GoTriangle Contract Number identified on the first page of this Exhibit
 - 9.7.5. Title block formatted as follows: **Research Triangle Regional Public Transportation Authority dba GoTriangle, PO Box 13787, Research Triangle Park, NC 27709**



Attachment D

Solicitation No.

E-Verify Employer Compliance Statement

26-006

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

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

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

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

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

Below check the type of employer and complete the information.

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

Company Name

Name and Title of Authorized Signee

Signature

Date



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

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

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

Company Name

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.

**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.

Company Name

Printed Name and Title

Signature

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

Solicitation No.

Certification Regarding Conflict of Interest

26-006

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

- ☐ The Bidder / Offeror hereby certifies that to the best of its knowledge and belief, and in accordance with GoTriangle’s Procedures and Guidelines for Preventing Organizational Conflicts of Interest, performance of the services described in the Scope of Work will not create any conflicts of interest for the Bidder / Offeror, any affiliates, any proposed subconsultants, and key personnel of any of these organizations.
- ☐ The Bidder / Offeror hereby discloses the following circumstances that could give rise to a conflict of interest for the Bidder / Offeror, any affiliates, any proposed subconsultants, and key personnel of any of these organizations. (Attach additional sheets as needed.)

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

Proposed Remedy:

Company Name

Printed Name and Title

Signature and Date



Attachment H
Statement of Non-Collusion

Solicitation No.
26-006

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 and Date

Print Name and Title

Bidder / Offeror Company Name



Attachment I Conformance Statements

Solicitation No.

26-006

The Offeror shall review the entire solicitation document before completing this form.

Proposals with exceptions may be deemed non susceptible for award or may receive lower scores during the evaluation.

☐

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 K-1*.

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

Signature and Date

Print Name and Title

Offeror Company Name



Attachment I-1
Exceptions Form

Solicitation No.
26-006

Uploaded as a separate Excel document.



Attachment J

RFP Response Checklist

Solicitation No.

26-006

Document		Completed and Provided			
1.	Cover Sheet (NTE 1 page)	Yes		No	
2.	Table of Contents	Yes		No	
3.	Letter of Interest (NTE 2 pages)	Yes		No	
4.	Statement of Judgments	Yes		No	
5.	Responsibility Statement (NTE 3 pages)	Yes		No	
6.	Project Methodology and Approach (NTE 12 pages)	Yes		No	
7.	Offeror's Experience (NTE 10 pages)	Yes		No	
8.	References (NTE 1 page)	Yes		No	
9.	Staffing Plan and Key Personnel (NTE 5 pages)	Yes		No	
10.	Cost Proposal (Excel document)	Yes		No	
11.	Attachment A - Offeror Form	Yes		No	
12.	Attachment B - Cost Proposal	Yes		No	
13.	Attachment C - Minimum Insurance Requirements	Yes		No	
14.	Attachment D - E-Verify Employer Compliance Statement	Yes		No	
15.	Attachment E - Iran Divestment Act Certification	Yes		No	
16.	Attachment F - Boycott of Israel Divestment Act Certification	Yes		No	
17.	Attachment G - Certification Regarding Conflict of Interest	Yes		No	
18.	Attachment H - Statement of Non-Collusion	Yes		No	
19.	Attachment I - Conformance Statement	Yes		No	
20.	Attachment I-1 - Exceptions Form (Excel document, if applicable)	Yes		N/A	
21.	Attachment K - RFP Response Checklist	Yes		No	