

Facilities Management

Request for Proposals

Virtual Site Tours Meeting (Optional)

~~November 12, 2025, from 1 p.m. – 2 p.m.~~

~~November 19, 2025, from 10 a.m. – 11 a.m. EDT~~

Proposal Due Date

December 17, 2025 (4:00 p.m. EDT)

Physical Delivery Address

North Carolina Turnpike Authority
2501 Aerial Center Pkwy, Suite 200
Morrisville, NC 27560
Attn: Eliza Davis

Issue Date: October 22, 2025

Updated through Addendum 1 (November 7, 2025)

Table of Contents

Part I. Administrative	I-1
1. Notice of Request for Proposals	I-2
1.1. Background and Purpose	I-2
1.1.1. NCTA Project Description & Goals	I-2
1.2. NCTA Facilities	I-3
1.3. NCTA Toll Program	I-4
1.4. NCTA Contact Person	I-5
1.5. Information Posting	I-5
2. General Information	I-5
2.1. RFP Inquiries and Notices	I-5
2.2. Policy Statement	I-5
2.3. Non-Solicitation Provision	I-5
2.4. Cost Incurred Responsibility	I-5
2.5. Right to Reject	I-6
2.6. Responsiveness of Proposals	I-6
2.7. Right to Cancel	I-6
2.8. Right to Amend and Addenda	I-6
2.9. Written Clarifications	I-6
2.10. Oral and Referenced Explanations	I-6
2.11. Oral Presentations and Interviews	I-6
2.12. Proposal Submittal Deadline	I-7
2.13. Submittal Responsibility	I-7
2.14. Waivers	I-7
2.15. Modification or Withdrawal of Proposals	I-7
2.16. Confidentiality and RFP Ownership	I-7
2.17. Contractual Obligations	I-8
2.18. Proposer's Bid	I-8
2.19. Certificate to Transact Business in NC	I-8
2.20. Historically Underutilized Businesses	I-9
2.20.1. Policy	I-9
2.20.2. Obligation	I-9
2.20.3. Participation	I-9
2.20.4. Subcontracting	I-9
2.20.5. Directory of Approved Transportation Firms	I-10

2.21. Federal Aid Requirements	I-10
2.22. Insurance Requirements.....	I-10
2.23. Prevailing Wages	I-12
3. Schedule.....	I-12
4. Virtual Site Tours Meeting (Optional)	I-13
5. Procurement Evaluation Process	I-14
5.1. Technical Proposal Pass / Fail Screening	I-14
5.2. Technical Proposal Evaluation.....	I-14
5.3. Technical Proposal Scoring.....	I-15
5.4. Price Proposals	I-15
5.5. Price Review and Scoring.....	I-15
5.6. Negotiations and Best and Final Offers (BAFOs)	I-16
6. Award and Execution of Contract	I-17
6.1. Notice of Award	I-17
7. Proposer Debrief.....	I-17
8. Protest Procedure.....	I-17
Part II. Defined Terms & Acronyms.....	II-1
1. Defined Terms	II-2
2. Acronyms	II-6
Part III. Scope of Work and Requirements	III-1
1. Summary of Scope of Work.....	III-2
1.1. Scope of Work Phases	III-2
1.1.1. Operations Phase 1.....	III-2
1.1.2. Operations Phase 2	III-2
2. General Scope of Work Requirements	III-3
2.1. General Project Requirements.....	III-3
2.2. Key Personnel	III-3
2.3. General Administrative, Asset Management, and Financial Requirements	III-4
2.4. Reporting	III-4
2.4.1. General Reporting.....	III-4
2.4.2. Reports Package	III-5

2.5. Project Management and Technical Support	III-6
2.6. Project Documentation Requirements	III-8
2.6.1. General Documentation Requirements	III-8
2.6.2. Documentation Updates	III-9
2.6.3. Standard Operating Procedures	III-9
3. Facility Management Requirements	III-9
3.1. Leased Properties	III-10
3.2. Leased Properties, Triple-Net Contracts: Oversight and Liaison	III-10
3.2.1. Key Services	III-11
3.2.1.1. Preventative Maintenance Program	III-11
3.2.1.2. Routine Maintenance and Repairs	III-11
3.3. Toll Vaults: Oversight and Vendor Management (Phase 1)	III-12
3.4. Toll Vaults: Full-Service Maintenance for New or Re-Contracted Toll Vaults (Phase 2)	III-13
3.4.1. Key Services	III-13
3.4.1.1. Preventative Maintenance Program	III-13
3.4.1.2. Routine Maintenance and Repairs	III-13
3.4.1.3. Critical Environmental Monitoring System (CEMS)	III-14
3.5. Access Control and Security Monitoring System (ACSMS)	III-15
3.6. Toll Vault Weather Monitoring System (WMS)	III-16
3.6.1.1. Financial Responsibility for Maintenance	III-16
3.7. Energy and Security Management	III-17
4. Performance Requirements Overview	III-17
4.1. Performance Measurement and Liquidated Damages	III-18
4.2. Contractor KPI Invoice Adjustments	III-22
4.3. Facility Management Performance Requirement Details	III-22
4.3.1. Third Party Resolution Rate	III-22
4.3.2. Service Request Completion	III-23
4.3.3. Service Request Completion	III-23
4.3.4. Report Submission	III-24
Part IV. Proposal Content	IV-1
1. Submission of Proposal	IV-2
2. Technical Proposal Response and Submission Instructions	IV-2
2.1. Content of Technical Proposal	IV-2
2.2. Format of Technical Proposal	IV-7
3. Price Proposal Submission Instructions	IV-9

3.1. Content of Price Proposal	IV-9
3.2. Format of Price Proposal	IV-9

Part V. Terms & Conditions **V-1**

1. Contract Terms and Conditions	V-2
1.1. Term of Contract	V-2
1.2. Payment Terms and Conditions.....	V-2
1.3. Key Performance Indicators and Invoice Adjustments	V-2
1.3.1. Liquidated Damages (Invoice Adjustments).....	V-3
1.3.2. Actual Damages	V-3
1.3.3. Risk of Loss.....	V-3
1.4. Audits and Financial Reporting	V-3
1.4.1. Annual Audited Financial Statements	V-3
1.4.2. Audit and Examination of Records	V-3
1.5. Contractor Cooperation.....	V-5
1.6. Authority of the NCTA Project Manager	V-5
1.7. Order of Precedence	V-6
1.8. Warranties.....	V-6
2. Contract Changes and Termination	V-7
2.1. General.....	V-7
2.2. Change Orders	V-7
2.3. Extra Work Orders.....	V-7
2.4. Task Orders.....	V-7
2.5. Contract Termination	V-8
2.5.1. Termination General Requirements	V-8
2.5.2. Termination for Cause	V-8
2.5.3. Termination for Convenience Without Cause	V-8
2.6. End of Contract Transition	V-8
3. General Terms and Conditions	V-9
3.1. Personnel.....	V-9
3.2. Subcontracting	V-9
3.3. Contractor's Representation.....	V-9
3.4. STATE PROPERTY & INTANGIBLE RIGHTS	V-10
3.5. Other General Provisions	V-10
3.5.1. Prohibition Against Contingent Fees and Gratuities.....	V-10
3.5.2. Equal Employment Opportunity.....	V-11
3.5.3. Inspection at Contractor's Site.....	V-11
3.5.4. Advertising / Press Release.....	V-11

3.5.5. Confidentiality	V-11
3.5.6. Assignment	V-12
3.5.7. Insurance Coverage	V-13
3.5.8. Dispute Resolution	V-13
3.5.9. Default	V-13
3.5.10. Waiver of Default.....	V-14
3.5.11. Limitation of Contractor’s Liability.....	V-14
3.5.12. Contractor’s Liability for Injury to persons or Damage to Property	V-14
3.5.13. General Indemnity	V-14
3.5.14. Changes	V-15
3.5.15. Time is of the Essence	V-15
3.5.16. Independent Contractors.....	V-15
3.5.17. Notices	V-15
3.5.18. Titles and Headings	V-15
3.5.19. Amendment	V-15
3.5.20. Taxes	V-15
3.5.21. Governing Laws, Jurisdiction and Venue	V-16
3.5.22. Force Majeure	V-16
3.5.23. Compliance with Laws	V-16
3.5.24. Severability	V-16
3.5.25. Ineligible Contractors	V-16
3.5.26. Availability of Funds	V-17
3.5.27. E-Verify.....	V-17
3.5.28. Historically Underutilized Businesses	V-17
3.5.29. No Waiver	V-17
3.5.30. Entire Agreement	V-17
3.5.31. Sovereign Immunity	V-18

Tables

Table I-1: Procurement Schedule.....	I-13
Table I-2: Technical Proposal Elements and Maximum Possible Points Breakdown.....	I-15
Table I-3: Quality Credit Percentage for Technical Proposals.....	I-16
Table I-4: Example of Quality Adjusted Price Ranking.....	I-16
Table III-1: Phase 2 Toll Vault Transition Schedule	III-3
Table III-2: Financial Responsibility Matrix.....	III-16
Table III-3: Facility Management Performance Requirements.....	III-20
Table III-4: KPI Invoice Adjustments.....	III-22
Table IV-1: Technical Proposal Page Limitations.....	IV-2
Table IV-2: Technical Proposal Forms and Submittal Checklist.....	IV-7

Attachments

- Attachment 1: NC Quick Pass Business Policies
- Attachment 2: State of North Carolina, Statewide Info. Security Manual
- Attachment 3: NCTA Facility List of Subcontractors
- Attachment 4: NCTA Toll Facility Maintenance
- Attachment 5: Toll Vault Key Inventory

Exhibits

- Exhibit A: Project Transition Schedule
- Exhibit B: Pricing Instructions & Forms
- Exhibit C-1: Proposal Cover Sheet
- Exhibit C-2: List of Subcontractors & RS-2 Form
- Exhibit C-3: Recent Client List

Exhibit C-4: Proposer Questions Form

Exhibit C-5: Non-Collusion Forms

Exhibit C-6: Acknowledgement of Receipt of Addenda

Exhibit C-7: HUB Supplemental Vendor Information Form

Appendices

Appendix A: Standard Special Provision Title VI

Appendix B: Policies & Procedures for the Procurement of Commodities & Services

Part I. Administrative

1. Notice of Request for Proposals

TITLE: Facilities Management Request for Proposals

ISSUING DATE: October 22, 2025

ISSUING AGENCY: North Carolina Turnpike Authority

CONTACT PERSON: Eliza Davis

1.1. Background and Purpose

The **N.C. Turnpike Authority** (NCTA) is seeking proposals from qualified Proposers to provide facility management oversight and Maintenance Services for several leased properties and to manage vendors for all existing Toll Vaults.

NCTA, a business unit of the **N.C. Department of Transportation** (NCDOT), was formed in 2002 by the North Carolina General Assembly. The mission of NCTA is to supplement the traditional non-toll transportation system by accelerating the delivery of roadway projects using alternative financing options and facilitating the development, delivery and operation of toll roads.

NCTA operates approximately 54 miles of tolled expressway facilities on the North Carolina state highway network, including the Triangle Expressway near Raleigh and the Monroe Expressway near Charlotte. In addition, NCTA's toll collection program also provides back-office toll transaction processing and customer service for the I-77 Express Lanes in Charlotte, an NCDOT public-private partnership project. In addition, there are several toll projects under construction or development in North Carolina, including I-485 Express Lanes, Complete 540 Phase 2 (an extension of the Triangle Expressway), the Mid-Currituck Bridge, U.S. 74 Express Lanes, and I-77 Express Lanes South.

NCTA's administrative and project development work is performed by professional teams comprised of NCTA staff, NCDOT staff, and consultants. This arrangement provides management oversight while assuring that necessary expertise is available when needed to advance projects in an efficient and timely manner. NCTA has primary responsibility for this Request for Proposals (RFP) process including defining the requirements addressed in this RFP, the evaluation of the Proposals submitted by Proposers, and execution and oversight of the Contract.

1.1.1. NCTA Project Description & Goals

NCTA's goals for this Project, and the requirements for the Facilities Service Provider ("Contractor"), are outlined below.

NCTA's goals are as follows:

- **Leased Properties:** To maintain a strong relationship between NCTA and the property landlords to ensure all services outlined in the lease agreements are being performed correctly. The goal is to provide effective oversight to guarantee the facilities are properly maintained by their respective landlords.

- **Leased Properties with Triple Net Contracts:** To provide facility management and maintenance that ensure NCTA's interests are protected. The contractor's role would be to oversee the landlord and ensure all lease-mandated maintenance is completed, as well as to provide additional services the landlord does not provide.
- **Existing Toll Vaults:** To establish a single point of contact for managing all maintenance and repair vendors, including RTCS vendors, for the 28 existing Toll Vaults. The goal is to improve vendor performance by actively monitoring their Service Level Agreements (SLAs) and ensuring timely issue resolution.
- **Re-contracted Toll Vaults:** To establish a maintenance program for NCTA's 28 Toll Vaults and associated equipment. The maintenance program will follow industry standards and best practices, while protecting NCTA interests such as toll revenue and RTCS equipment security.
- **Administrative Goals:** To manage project finances efficiently by adhering to a clear approval threshold of \$2,000 per incident or \$10,000 per month for unscheduled corrective work. Another goal is to provide transparent and consistent communication to NCTA through monthly reports summarizing work orders and financial performance.

The Contractor shall be responsible for the following:

Specific Responsibilities by Property Type

- **Leased Properties (Oversight and Liaison):** For the NCTA Headquarters and the NC Quick Pass Operations Center in Winston Salem, the Contractor acts as a liaison between NCTA and the property landlords. Their duties include monitoring that landlords perform all services as outlined in their lease agreements and coordinating with them to resolve Service Requests from NCTA staff. They also manage any other vendor contracts that exist for these properties.
- **For Leased Properties with Triple Net Contracts:** For the NC Quick Pass Operations Center in Rocky Mount and the NC Quick Pass Storefront in Monroe, the Contractor acts as the full-service maintenance provider for NCTA. The duties include all preventative and corrective maintenance. They also manage any other vendor contracts that exist for these properties.
- **Existing Toll Vaults (Oversight and Vendor Management):** For the 28 existing Toll Vaults, the Contractor's role is to manage all vendors who perform maintenance and repairs, including the RTCS vendors. This management includes acting as a primary point of contact, approving invoices and work orders, monitoring vendor performance against Service Level Agreements (SLAs), and conducting performance reviews.
- **Re-contracted Toll Vaults:** The 28 Toll Vaults will move to a full-service model where the Contractor provides all maintenance to the Toll Vault and associated equipment. The duties include all preventative and corrective maintenance.

1.2. NCTA Facilities

NCTA staff, NCDOT staff, and consultants provide management oversight for all NCTA projects from the following facilities: The NCTA Office Building, NC Quick Pass Storefronts, NC Quick Pass Operations Centers, the Metrolina Regional Transportation Management Center, and the Statewide Traffic Operations Center.

NCTA Headquarters

The headquarters for the NCTA staff is located at 2501 Aerial Center Pkwy, Suite 200, Morrisville, NC 27560.

NC Quick Pass Storefronts

NCTA operates two storefronts in North Carolina, which are located in Monroe and Charlotte. The Monroe Storefront is located approximately two (2) miles from the Monroe Expressway, midway between the project termini. The Charlotte Storefront is located just inside the I-485 loop around Charlotte, near the midpoint of the I-77 Express Lanes. These storefronts are in the vicinity of NCTA toll facilities for customers to perform NC Quick Pass business activities in person. The storefronts are responsible for housing the following services:

- Customer account creation and closure, management, and maintenance.
- Account Conversion management; and
- Walk-in customer service (e.g., dispute resolution, account payments, and replenishments).

Note: The Charlotte storefront is part of a larger facility, and its management is provided by others.

NC Quick Pass Operations Centers

NCTA currently operates two (2) NC Quick Pass Operations Centers in North Carolina. One is in Rocky Mount, which is co-located with other NC state buildings. The second one is in Winston-Salem. The NC Quick Pass Operations Centers house the call center, account management activities, and back-office operations activities. The NC Quick Pass Operations Centers also provide office space for the CSC management team, NCTA agency and consultant staff.

Metrolina Regional Transportation Management Center (MRTMC)

Highly trained NCTA operators monitor and manage traffic operations and coordinate incident response and maintenance/construction work for the Monroe Expressway from the Metrolina Regional Transportation Management Center (MRTMC) located in Charlotte at 2327 Tipton Dr. These operators are co-located with NCDOT managed operators who oversee the Charlotte regional road network. The NCTA operators are responsible for monitoring the Monroe Expressway from 5:30 a.m. to 9:30 p.m., 5-days a week using closed-circuit TV (CCTV) cameras, vehicle detectors, and toll zone security cameras. Additionally, they monitor roadside toll technology and facilities.

Statewide Transportation Operations Center (STOC)

NCTA operators at the Statewide Transportation Operations Center (STOC) Traffic Management Center (TMC) monitor the Triangle Expressway and take over management of the Monroe Expressway during the hours the MRTMC is not staffed. The STOC is located at the North Carolina National Guard's Joint Force Headquarters at 1636 Gold Star Drive in Raleigh. The operators have the same duties, responsibilities, and tools at their disposal as the operators at the MRTMC. The STOC is staffed 24-hours a day, 7 days a week, 365 days a year.

1.3. NCTA Toll Program

NCTA operates and manages the **NC Quick Pass** brand utilized for all toll facilities in North Carolina and provides toll collection and customer service.

1.4. NCTA Contact Person

Eliza Davis is the contact person on this RFP. Any questions in regard to this RFP shall be directed in writing to ncta_facilities_rfp@ncdot.gov. ~~ncta_facilities_rfp@ncdot.gov~~.

1.5. Information Posting

It is the responsibility of all prospective Proposers interested in responding to this RFP to routinely check the NCTA website at <https://connect.ncdot.gov/business/turnpike> for any revisions, question responses, Addenda, and changes to schedule and announcements related to this RFP. NCTA also will develop an email distribution list of contact persons for the Proposers who submit a Proposal and will email this additional information to such contact persons; however, this does not relieve Proposers of the responsibility to be aware of all additional information related to this RFP posted via the websites. NCTA and NCDOT grant permission to use its logo on Proposal Submittals.

2. General Information

2.1. RFP Inquiries and Notices

Any questions regarding this RFP shall be directed in writing to the contact person identified above in Part I, Section 1.4. Only inquiries in writing will be accepted by NCTA, and only written responses will be binding upon NCTA. Any inquiries received after the deadline referenced in **Table I-1: Procurement Schedule** may or may not be answered by NCTA at NCTA's sole determination. All answers to inquiries will be posted on the NCTA web site at <https://connect.ncdot.gov/business/turnpike>. Proposers shall use the form provided in **Exhibit C-4, Proposer Questions Form** when submitting questions to be addressed by NCTA.

2.2. Policy Statement

This procurement shall be conducted in accordance with all applicable Federal and State laws and regulations, and the policies and procedures of NCTA, as those may be amended. All future amendments to any such laws, regulations and applicable NCTA policies and procedures shall be applicable to this procurement. A copy of the North Carolina Turnpike Authority Policies and Procedures for the Procurement of Commodities and Services (February 2009) may be obtained from NCTA.

2.3. Non-Solicitation Provision

From the date that this RFP is issued until the award of Contract is announced, Proposers shall only contact NCTA in the manner identified in Part I, Section 1.4 with respect to any facet of this procurement. Proposers shall not be permitted to contact any NCTA or NCDOT employee, agent, or Evaluation Committee member with respect to this procurement. Violation of this provision shall result in the disqualification of the Proposer's Proposal.

2.4. Cost Incurred Responsibility

All costs incurred by any interested party in responding to this RFP shall be borne by such interested party. NCTA shall have no responsibility whatsoever for any associated direct or indirect costs.

2.5. Right to Reject

NCTA retains the right and option to reject any and all Proposals.

2.6. Responsiveness of Proposals

NCTA reserves the right to reject any Proposal as non-responsive if the Proposal fails to include any of the required information in the specified order, as further detailed in **Part IV, Proposal Content**.

2.7. Right to Cancel

NCTA reserves the right to cancel this RFP if it is determined to be in the best interest of NCTA to do so.

2.8. Right to Amend and Addenda

NCTA reserves the right to amend, insert, or delete any item in this RFP if it is determined to be in the best interest of NCTA. If it becomes necessary to revise any part of this RFP, a written Addendum to the solicitation will be sent via email to the RFP email list and will be posted to NCTA's website in accordance with Part I, Section 1.5 Information Posting. NCTA expects to issue the last Addendum no later than the date for NCTA Inquiry Responses and Addendum (if required) Issued provided in **Table I-1: Procurement Schedule**. NCTA will not be bound by, and the Proposer shall not rely on, any oral or written communication or representation regarding the RFP documents, except to the extent that it is contained in an Addendum to these RFP documents or in the questions and answers as posted on the NCTA web site. In the case of a conflict between Addenda the latest Addendum shall apply.

Proposers are required to confirm the receipt of all Addenda issued to this RFP by completing **Exhibit C-6, Acknowledgement of Receipt of Addenda** and including the completed form in the Technical Proposal Section 6.

2.9. Written Clarifications

NCTA may request written clarifications to Proposals. NCTA will identify in its request the due date for response. If the requested information is not received by the due date for response, the Proposer's scores may be adversely affected.

2.10. Oral and Referenced Explanations

NCTA will not be bound by oral explanations or instructions given by anyone at any time during the Proposal process or after Contract award. NCTA will not consider Proposer referenced information not included in the Proposal; however, NCTA may consider other sources in the evaluation of Proposals, such as reference reviews, financial ratings and Proposer oral presentations, for example.

2.11. Oral Presentations and Interviews

NCTA reserves the right to request oral presentations and interviews with Proposers if NCTA decides that oral presentation and interviews are in its best interests. If oral presentations and interviews are used, NCTA will develop a compliant list for the oral presentations and interviews based on the scores of the Technical Proposals. See Part I, Section 5 Procurement Evaluation Process for more details.

In advance of any oral presentations and interviews, Proposers will be given detailed instructions on what the format and content of the presentation and interview will be, including what functionality, if any shall be demonstrated.

2.12. Proposal Submittal Deadline

Complete and separate Technical Proposals and Price Proposals shall be delivered by mail or to the front desk of the NCTA Office Building location presented on the cover page of this RFP, before the due date and time provided in **Table I-1: Procurement Schedule**, where they will be logged in as received. NCTA will not accept Proposals delivered after the due date and time.

2.13. Submittal Responsibility

The responsibility for submitting a Proposal to NCTA on or before the stated time and date will be solely and strictly the responsibility of the Proposer. NCTA will in no way be responsible for delays caused by the United States mail delivery, common carrier or caused by any other occurrence.

2.14. Waivers

NCTA may waive minor informalities or irregularities in Proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on NCTA's interest and will not affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

2.15. Modification or Withdrawal of Proposals

NCTA will permit modifications to a Proposal after Proposal Submittal until the specified due date and time for accepting Proposals provided in **Table I-1: Procurement Schedule**. The Proposal may be picked up by a representative of the Proposer provided that the request to modify is in writing, is executed by the Proposer or the Proposer's duly authorized representative and is submitted to NCTA. It is the Proposer's responsibility to resubmit a Proposal before the deadline in accordance with the instructions and requirements for Proposal submission detailed in this RFP.

A Proposer may withdraw a Proposal without prejudice prior to the Submittal deadline provided in **Table I-1**, provided that the request is submitted in writing to the contact person noted in Part I, Section 1.4 NCTA Contact Person, is executed by the Proposer or the Proposer's duly authorized representative and is submitted with NCTA.

2.16. Confidentiality and RFP Ownership

The North Carolina Turnpike Authority is a public agency of the State of North Carolina, subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes. NCTA may maintain confidential information, including any designated as trade secrets or otherwise proprietary, only in accordance with applicable Federal and State laws or regulations. NCTA, therefore, expects that Proposers will keep confidential information designations to a minimum. Any material labeled as confidential constitutes a representation by Proposer that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. § 132-1.2. Proposer are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.

Proposer, having formed a good faith opinion, upon consultation with legal or other knowledgeable advisors, that information submitted may contain a trade secret as defined in G.S. § 66-152 or other information exempted from the North Carolina Public Records Act pursuant to G.S. § 132-1.2, may so designate appropriate portions of Proposer Materials by marking the top and bottom of pages containing confidential information in boldface type "CONFIDENTIAL." NCTA, however, may serve only as a custodian of information a Proposer deems confidential. NCTA shall not act as an arbiter or defender of any claims related to assertions of confidential information. If a request is made for disclosure of information submitted, or an action is brought to compel NCTA to disclose information marked confidential pursuant to G.S. § 132-1 et seq. NCTA will notify the affected Proposer of such request or action.

In submitting Proposer Materials in response to this RFP, a Proposer agrees to: (i) defend its assertions of confidentiality by instituting appropriate legal proceedings, at its own expense and through its counsel, or intervening in an action brought against NCTA to compel disclosure, to defend its assertions of confidentiality; and (ii) hold the State and NCTA, and any officials or employees thereof harmless from any and all damages, costs, and attorney's fees awarded against the State and NCTA arising out of any such actions. Nothing in this section shall preclude the State or NCTA from participating in the defense of such actions, at its option and expense through its counsel. NCTA shall have no liability to a Proposer with respect to the disclosure of any information, including confidential information, subject to an order by a court of competent jurisdiction pursuant to G.S. § 132-9 or any other applicable law.

In accordance with G.S. § 136-28.5, bids and documents submitted in response to an advertisement, or this RFP shall not be public record until the NCTA issues a decision to award or not to award the Contract.

2.17. Contractual Obligations

NCTA will not be required to evaluate or consider any additional terms and conditions submitted with a Proposal. This applies to any language appearing in or attached to the document as part of the Proposer's Proposal. By execution and delivery of this RFP and Proposal, the Proposer agrees that any additional terms and conditions or changes to the terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect unless such are specifically accepted by NCTA. Further, all exceptions must be taken in accordance with the instructions set forth in in Part IV, Section 2.1 Content of Technical Proposal (G. Proposal Section 5).

2.18. Proposer's Bid

By submitting a Proposal to NCTA, the Proposer agrees that the Contractor's Technical Proposal and Price Proposal shall remain effective one hundred and eighty (180) Calendar Days after the deadline for submitting the Proposal. If NCTA determines it is in the best interest, NCTA may request that Proposers extend the date through which the Price Proposals are valid. Requests by NCTA for time extensions of Price Proposal validity will not result in change to the prices as stated in the original Price Proposals unless so specified in the request to extend or subsequently agreed to by NCTA in writing.

2.19. Certificate to Transact Business in NC

As a condition of Contract award, each out-of-state Contractor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of the

Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law.

2.20. Historically Underutilized Businesses

2.20.1. Policy

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women Contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Contractors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business (HUB) program by the utilization of diverse firms as 1st or 2nd tier Subcontractors.

2.20.2. Obligation

In compliance with Title VI, 23 CRF 200, 230, 635, 117(d) and (e) and 49 CFR Parts 21 and 26, the Proposer and Subcontractor shall not discriminate on the basis of race, religion, color, creed, national origin, age, disability or sex in the performance of this Contract. Failure by the Proposer to comply with these requirements is a material breach of this Contract, which will result in the termination of this Contract or such other remedy, as NCTA deems necessary.

2.20.3. Participation

Due to the Scope of Work and Requirements for this Contract, specific goals are not established. However, NCTA encourages the utilization of Small Professional Services Firms (SPSF) Subcontractors and/or suppliers on professional services contracts led by NCDOT. All DBE/MBE and WBE firms currently certified by the NCDOT Unified Certification Program (UCP) automatically qualify as a SPSF.

NCTA invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. If applicable, Proposers are required to complete **Exhibit C-7, HUB Supplemental Vendor Information Form** and include the completed form in the Technical Proposal Section 6.

2.20.4. Subcontracting

The Contractor may subcontract the performance of required Services with other contractors or third-parties, or change Subcontractors, only with the prior written consent of NCTA. Contractor shall provide NCTA with complete copies of any agreements made by and between Contractor and all Subcontractors. The Contractor remains solely responsible for the performance of its Subcontractors. Subcontractors, if any, shall adhere to the same standards required of the Contractor. Any contracts made by the Contractor with a Subcontractor shall include an affirmative statement that NCTA is an intended third-party beneficiary of the contract; that the Subcontractor has no agreement with NCTA; and that NCTA shall be indemnified by the Contractor for any claim presented by the Subcontractor. Notwithstanding any other term herein, Contractor shall timely exercise its contractual remedies against any non-performing Subcontractor and, when appropriate, substitute another Subcontractor.

The Proposer, at the time of the Technical Proposal Submittal, shall submit a list of all known Subcontractors that will participate in the performance of the identified Work. The participation of each

Subcontractor shall be submitted on a separate Subcontractor Form RS-2. In the event the Proposer has no Subcontractor participation, the Proposer shall indicate this on the Subcontractor Form RS-2 by entering the word 'none' or the number 'zero' and the form shall be signed and submitted with the Technical Proposal.

Subcontractor Form RS-2 is provided in **Exhibit C-2, List of Subcontractors and RS-2 Form**. See form instructions for each requirement. For TIP, enter the "Type of Work"; for "Submitted by" enter Subcontractor name and name of person responsible for Subcontractor performance; for "Recommended by" enter name of prime Proposer and person responsible for delivery of Services. See instruction no. 7 on form. ***A Subcontractor Form RS-2 is required for all Subcontractors whether or not they are considered a SPSF entity.***

2.20.5. Directory of Approved Transportation Firms

For Subcontractors to be considered for SPSF utilization, a firm must be certified as SPSF and prequalified through North Carolina's Prequalification Unit. Real-time information about firms that are prequalified and Approved through North Carolina's Prequalification Unit, is available in the Directory of Firms. The Directory can be accessed at <https://www.ebs.nc.gov/ContractorDirectory/default.html>.

2.21. Federal Aid Requirements

Due to the potential of Federal Aid in implementations of various portions of NCTA Facilities RFP, NCTA has provided related instructions and information in **Appendix A: Standard Special Provision Title VI**. Proposers shall also include the appropriate completed Non-Collusion Forms provided in **Exhibit C-5, Non-Collusion Forms** in Technical Proposal Section 6.

2.22. Insurance Requirements

The Contractor, at all times during the Term of this Agreement, shall maintain insurance in such form as is satisfactory to NCTA, and will furnish NCTA with continuing evidence of insurance as provided below. With respect to any insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of North Carolina and all such insurance shall meet all laws of the State of North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract.

NCTA shall be named as an "additional insured" on all applicable coverage. The Contractor shall provide NCTA with certificates issued by the insurer showing the required coverage to be in effect and showing NCTA to be an additional insured. Such policies shall provide that the insurance is not cancelable except upon thirty (30) Calendar Days prior written Notice to NCTA. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty (30) Calendar Days advance Notice shall be given to NCTA or as provided in accordance with North Carolina law. Material change includes but is not limited to change in limits, coverage, or status of the policy. Copies of all insurance policies and endorsements shall be provided to NCTA upon request.

NCTA reserves the right to review all insurance coverage and amounts of insurance coverage on an annual basis and to require the Contractor to adjust the insurance coverage and amounts of insurance coverage

based on industry standards for contracts of this size and type. Contractor shall timely pay all premiums and deductibles when due for all insurance coverage required herein.

The Contractor shall not commence any Work until it has obtained the following types of insurance, and a certificate of such insurance has been received and Approved by NCTA. Nor shall the Contractor allow any Subcontractor to commence Work until all insurance required of the Subcontractor has been obtained. The Contractor shall provide the required Certificates of Insurance to NCTA within fourteen (14) Calendar Days of Notice of Award.

During the term of the Contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

1. Worker's Compensation - The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, covering all of the Contractor's employees who are engaged in any Work under the Contract. If any Work is sublet, the Contractor shall require the Subcontractor to provide the same coverage for any of his employees engaged in any Work under the Contract.
2. Commercial General Liability Policy - Combined Single Limits: \$1,000,000.00 per aggregate, \$3,000,000.00 per occurrence The Commercial General Liability Policy shall include contractual liability coverage and must be on an "occurrence" basis. A Comprehensive General Liability Policy may be substituted for the Commercial General Liability Policy if the Comprehensive General Liability Policy has been endorsed to insure contractual liability, broad form property damage, and personal injury liability.
3. Crime – Crime Insurance with limits not less than \$1,000,000.00. Said policy shall cover both theft and burglary.
4. Cyber Liability Insurance- The Contractor shall maintain Privacy and Network Security (Cyber Liability) insurance covering liability arising from (1) hostile action, or a threat of hostile action, with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible (2) computer viruses, Trojan horses, disabling codes, trap doors, back doors, time bombs drop-dead devices, worms and any other type of malicious or damaging code (3) dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy, corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data (4) denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system (5) loss of service for which the insured is responsible that results in the inability of a third-party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities (6) access to a computer system or computer system resources by an unauthorized person or persons or an authorized person in an unauthorized manner with a limit not less than ten million dollars (\$10,000,000) per occurrence. This insurance shall provide coverage for personal injury (including emotional distress and mental anguish). Such Cyber Liability insurance coverage may be met through or combined with the Professional Liability Insurance referenced in the above paragraph 3;

however, if combined then the coverage requirement for Cyber Liability insurance shall be equal or greater than the combined aggregate.

Pertaining to the above paragraphs 3& 4 if coverage is written on a claim made basis, such insurance shall be maintained in force at all times during the term of this Agreement and for a period of five (5) years thereafter for Services completed during the term of this Agreement. Additionally, if a sub-limit applies to any elements of coverage, the policy endorsement evidencing the coverage above must specify the coverage section and the amount of the sub-limit.

Providing and maintaining adequate insurance coverage described herein is a material obligation of the Contractor and is of the essence of this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

Subcontractors Insurance: The Contractor shall either require each Subcontractor to obtain and maintain Workers' Compensation Insurance and Commercial General Liability coverage similar to those required above in this section for the Contractor, or any other coverage deemed necessary to the successful performance of the Contract or cover Subcontractors under the Contractor's policies. Such coverage shall be in effect at all times that a Subcontractor is performing Work under the Contract. The Contractor shall have responsibility to enforce Subcontractor compliance with these or similar insurance requirements; however, the Contractor shall upon request provide NCTA acceptable evidenced of insurance for any Subcontractor. The Contractor shall assume all reasonability for risks or casualties of every description, for any and all damage, loss or injury, to persons or property arising out of the nature of the Work, including but not limited to the negligence or failure of its Subcontractors (as well as Contractor's employees) to comply with Contract Documents.

2.23. Prevailing Wages

Contractor shall pay or cause to be paid to applicable workers employed by it or its Subcontractors to perform the Work not less than the prevailing rates of wages. Contractor shall comply and cause its Subcontractors to comply with all laws pertaining to prevailing wages. For the purpose of applying such laws, the Project shall be treated as a public work paid for in whole or in part with public funds (regardless of whether public funds are actually used to pay for the Project). It is the Contractor's sole responsibility to determine the wage rates required to be paid. In the event rates of wages and benefits change while this Contract is in effect, Contractor shall bear the cost of such changes and shall have no claim against NCTA on account of such changes.

3. Schedule

Below, **Table I-1: Procurement Schedule** provides a planned schedule for this RFP process, listed in the order of occurrence. NCTA reserves the right to change any or all of these dates as it deems necessary or convenient in its discretion. In the event of such a date change, Proposers will be notified in accordance with Part I, Section 1.5 Information Posting.

Table I-1: Procurement Schedule

Milestone	Responsibility	Date
RFP Issued	NCTA	October 22, 2025
Virtual Site Tours Meeting (Optional)	NCTA & Proposers	November 19, 2025 10:00 AM – 11:00 AM EST November 12, 2025 1:00 PM – 2:00 PM EST The meeting will be held online via web conference.
Proposer Questions Due	Proposers	November 25 19, 2025, by 4:00 PM EST
NCTA Response to Questions and Issues Addendum (if necessary)	NCTA	December 5, 2025
Proposals (Technical and Price) Due	Proposers	December 17, 2025, by 4:00 PM EST
Notification of Proposers Shortlisted	NCTA	January 16, 2026
Oral Interviews & Presentations with Shortlisted Proposers (Shortlisted Proposers to be notified as to the specific schedule within the time identified)	NCTA & Shortlisted Proposers	Week of January 26, 2026
Ranking of Shortlisted Proposers for Negotiations	NCTA	February 6, 2026
BAFO (if needed)	NCTA	Week of February 9, 2026
Notice of Award	NCTA	Week of February 9, 2026

4. Virtual Site Tours Meeting (Optional)

NCTA will host an OPTIONAL and VIRTUAL Site Tours Meeting for interested firms on the date & time listed in **Table I-1**. This meeting will include a virtual walkthrough of each of the facility locations outlined below to provide an opportunity for firms to see the general condition and inventory of the facilities.

- NCTA Headquarters – Morrisville, NC
- NCQP Storefront – Monroe, NC
- NCQP Operations Center – Winston-Salem, NC
- NCQP Operations Center – Rocky Mount, NC
- Toll Vaults on Monroe Expressway
- Toll Vaults on Triangle Expressway

If interested in attending this meeting, firms are requested to email the NCTA Contact Person noted in Part I, Section 1.4 to RSVP and to obtain additional information.

Any formal questions from this meeting shall be submitted in writing as outlined in Part I, Section 2.1 RFP Inquiries and Notices.

5. Procurement Evaluation Process

An evaluation and negotiation process will be conducted as set forth in this Section 5 using a Best Value process to allow NCTA to award the Contract to the Proposer providing the Best Value and recognizing that Best Value may result in award to other than the lowest price or highest technically qualified Proposal. By using this method, the overall ranking may be adjusted up or down by the Evaluation Committee when considered with or traded-off against other non-price factors. "Best Value" procurement methods are authorized by G.S. §143-135.9 and in accordance with NCTA Policies and Procedures adopted by the NCTA Board February 18, 2009.

Pursuant to G.S. §143-135.9, the award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Contractor's offer; the Contractor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" Information Technology procurement is to enable Contractors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of procurement.

5.1. Technical Proposal Pass / Fail Screening

In response to this RFP, each Proposer shall submit a Technical Proposal in strict compliance with the Requirements outlined herein. Immediately following the Proposal due date, as detailed in **Table I-1**, an NCTA representative shall validate the completeness of each Technical Proposal, including all Technical Proposal sections, correctly completed forms, and required information. Technical Proposals which are incomplete may be rejected.

Note: Proposers are advised that NCTA is not obligated to ask for, or accept after the Proposal due date, data that is essential for a complete and thorough evaluation of the Technical Proposal.

5.2. Technical Proposal Evaluation

1. The evaluation process will consist of a quantitative scoring and ranking of the Technical Proposals to ascertain which Proposer best meets NCTA's needs for the project. The Technical Proposals will be evaluated on their material content and their responsiveness and degree of adherence to **Part III, Scope of Work and Requirements** set forth in this document. The Evaluation Committee will review and evaluate the Technical Proposals and the other related Contract information submitted to ensure that the Proposer understands the Part III, Scope of Work and Requirements and has clearly expressed its intent to meet the Requirements of the Contract.

2. **Preliminary Technical Proposal Scoring.** Following the Technical Proposal review, the Evaluation Committee will score the Technical Proposals with maximum potential score points for each Technical Proposal as shown in **Table I-2** below.
3. **Non-Compliant or Shortlisted.** Any Technical Proposals scored below 70 out of 100 possible total points on the preliminary evaluation will be considered non-compliant and will NOT be considered further. Only Proposers that meet the minimum score of 70 will be considered shortlisted and compliant and asked to move forward in the evaluation process.
4. **Oral Presentations and Interviews.** If NCTA decides that oral presentations and interviews are in its best interests, NCTA may invite shortlisted Proposers to participate in oral presentations and interviews. The oral presentations and interviews and any required demonstrations conducted therein will provide an opportunity for the Evaluation Committee to further its understanding of the Proposals.
5. **Updated Technical Proposal Scoring.** After the oral presentations and interviews, the Evaluation Committee may update its preliminary Technical Proposal scoring. The updated scoring will consider both the Technical Proposal and the results of the oral presentations and interviews and demonstrations if conducted, with maximum potential score points for each Technical Proposal as shown in **Table I-2** below.

5.3. Technical Proposal Scoring

The overall Technical Proposals are scored as shown in **Table I-2** below:

Table I-2: Technical Proposal Elements and Maximum Possible Points Breakdown

Technical Proposal Elements	Maximum Possible Points
Proposal Section 1: Proposer Qualifications	15
Proposal Section 2: Key Team Qualifications	15
Proposal Section 3: Proposed Solution	30
Proposal Section 4: Administrative & Technical Plan	40
Maximum Possible Technical Points	100

5.4. Price Proposals

After compilation of the updated scores for Technical Proposal scoring following the oral presentations and interviews, the Evaluation Committee will open the Price Proposals only for the Shortlisted Proposers.

5.5. Price Review and Scoring

The Price Proposals will be reviewed and scored as outlined below.

- a) The Evaluation Committee will use a table based on the maximum quality credit percentage to assign a Quality Credit Percentage to each Technical Proposal based on that proposal's final technical score. The maximum quality credit percentage for this project will be 50%. The Evaluation

Committee may assign point values to the nearest one-tenth of a point (e.g., 90.3). In this event, the Quality Credit Percentage will be determined by linearly interpolating within **Table I-3** shown below.

Table I-3: Quality Credit Percentage for Technical Proposals

Technical Score	Quality Credit (%)	Technical Score	Quality Credit (%)	Technical Score	Quality Credit (%)
100	50.00%	90	33.33%	80	16.67%
99	48.33%	89	31.67%	79	15.00%
98	46.67%	88	30.00%	78	13.33%
97	45.00%	87	28.33%	77	11.67%
96	43.33%	86	26.67%	76	10.00%
95	41.67%	85	25.00%	75	8.33%
94	40.00%	84	23.33%	74	6.67%
93	38.33%	83	21.67%	73	5.00%
92	36.67%	82	20.00%	72	3.33%
91	35.00%	81	18.33%	71	1.67%
				70	0.00%

- b) The Evaluation Committee will review the Price Proposals and apply the quality credit as defined above. If the Price Proposal is within the acceptable range of the Engineer's Estimate or NCTA's Plan of Finance budget the Proposer with the lowest adjusted price will be selected.
- i. **Table I-4** below shows an example of the calculation involved in this process. In this example, Vendor C is the successful Contractor and Vendor E failed to qualify as their Technical Score was below 70.

Table I-4: Example of Quality Adjusted Price Ranking

	Technical Score	Quality Credit %	Price Proposal (\$)	Quality Value (\$)	Adjusted Price (\$)
Vendor A	94.0	40.00%	\$325,000.00	\$130,000.00	\$195,000.00
Vendor B	90.0	33.33%	\$290,000.00	\$96,666.67	\$193,333.33
Vendor C	92.0	36.67%	\$280,000.00	\$102,666.67	\$177,333.33
Vendor D	76.0	10.00%	\$200,000.00	\$20,000.00	\$180,000.00
Vendor E	69.0	0.00%			
Note 1: Maximum Technical Score Percentage is 50%					
Note 2: Minimum Technical Score to Qualify is 70					

- c) NCTA reserves the right to request a Proposer to confirm or withdraw the Price Proposal which deviates from the average of all other qualified Price Proposals by more than 15%.

5.6. Negotiations and Best and Final Offers (BAFOs)

NCTA reserves the right to negotiate with multiple Proposers concurrently or in serial at its sole discretion that are determined to be in a competitive range based upon the evaluation process described above. NCTA may select none, one, or more than one Proposer. Finalist Proposers may be requested to provide Best and Final Offers (BAFOs) in response. If BAFOs are requested, NCTA will evaluate the BAFOs and adjust its evaluation of the Proposer's respective Proposal accordingly. Further, should negotiations with one

Proposer not be successful, NCTA reserves the right to negotiate with the next ranked Proposer or Proposers at NCTA's sole determination.

6. Award and Execution of Contract

6.1. Notice of Award

Following evaluation and negotiations, NCTA may execute a Contract with the successful Proposer. NCTA will notify the successful Proposer in writing via a Notification of Award letter via email.

NCTA will issue an original Contract for execution by the successful Proposer. After the Contract is executed by NCTA, a duplicate copy will be sent back to the Contractor.

7. Proposer Debrief

Once a Contract has been awarded, all Proposers will be afforded the opportunity for a debriefing with NCTA regarding the relative merits of their Technical and Price Proposal submittals.

8. Protest Procedure

Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights, and remedies, and agrees that the decision on any protest, as provided herein, shall be final and conclusive. These provisions are included in these RFP documents expressly in consideration for such waiver and agreement by the Proposers. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies set forth in these RFP documents, it shall indemnify, defend, and hold NCTA and NCDOT, and their respective Board members, directors, officials, employees, Agents, representative, and consultants, harmless from and against all liabilities, expenses, costs, fees, and damages incurred or suffered as a result of such Proposer actions. The submission of a Proposal shall be deemed the Proposer's irrevocable and unconditional agreement with such indemnification obligation.

1. Any request for a protest meeting shall be in writing and filed with the NCTA Executive Director at the address specified below and shall be received within thirty (30) consecutive Calendar Days from the date of the Contract award. Any protest not set forth in writing, including oral objections, is not a protest and shall be null and void.

North Carolina Turnpike Authority
2501 Aerial Center Pkwy, Suite 200
Morrisville, NC 27560
Attn: NCTA Executive Director

2. All protests shall include the following: 1) Name and Address of Protestor; 2) RFP Name and date of issuance; 3) Specific reasons for protest; and 4) Supporting exhibits, evidence, or documents to support the protest.

3. If the protest does not contain this information or if the Executive Director determines that a meeting would serve no purpose, the Executive Director may, within ten (10) consecutive Calendar Days from the date of receipt of the letter, respond in writing to the Proposer and refuse the protest meeting request.
4. If the protest meeting is granted, the Executive Director shall attempt to schedule the meeting within thirty (30) consecutive Calendar Days after receipt of the letter, or as soon as possible thereafter. Within ten (10) consecutive Calendar Days from the date of the protest meeting, the Executive Director shall respond to the Proposer in writing with the Executive Director's decision.
5. The Executive Director may appoint a designee to act on the Executive Director's behalf regarding these protest procedures.
6. Protest Submittal Requirements – See **Appendix B: North Carolina Turnpike Authority Policies and Procedures for the Procurement of Commodities and Services**.
7. All Proposals shall be irrevocable until the final administrative and judicial disposition of a protest.

Part II. Defined Terms & Acronyms

1. Defined Terms

Term	Definition
Addendum or Addenda	A document created to capture any clarification, update, amendment, addition, deletion or modification made to the RFP during the procurement process.
Agreement	Also referred to as the “Contract”. It is the written Contract between NCTA and the respective Contractor covering all parts of this Project.
Agreement Term	The duration of the Agreement, including any authorized renewals and extensions. Also referred to as “Contract Term”.
Amendment	Change in the Agreement executed in writing made by adding, altering, or omitting a certain part or terms.
Appendix	A collection of supplementary material for reference purposes only.
Approve	The term “Approve” and its variations (e.g., “Approval” or “Approved”), when capitalized in this Agreement refer to acceptance of a process, vendor, document, condition, action or Deliverable in writing by NCTA. Approval by NCTA shall not be construed to mean endorsement or assumption of liability by the NCTA nor shall it relieve the Contractor of its responsibilities under the Agreement.
Attachment	Any documentation, appended to this Contract, which does not establish a requirement for Deliverables.
Business Day	A day, excluding NCTA observed Holidays, Saturdays, and Sundays.
Calendar Day	Every day, including weekends and Holidays, beginning at 12:00:00 a.m. and ending at 11:59:59 p.m.
Commercial Back Office System (CBOS)	Hardware and software provided by the CBOS contractor to support toll collection and customer service operations, including but not limited to: business interfaces to process payments for prepaid accounts, invoice customers, process payments for post-paid customers, and maintain customer accounts. The CBOS also interfaces with Interoperable Agencies in participating programs, mail house, transponder order fulfillment, retail management, and to specialized third-party aggregators such as mobile applications, fleet, or commercial drivers.
Contract	See “Agreement”.

Term	Definition
Contract Documents	All of the documents that make up the Contract, including but not limited to: • Executed Agreement, including RFP, all executed RFP Addenda, BAFO, and Amendments; • Part I, Administrative; • Part II, Defined Terms and Acronyms; • Part III, Scope of Work and Requirements, as conformed; • Part V, Terms and Conditions; • Contractor's Technical Proposal • Contractor's Price Proposal • Other Proposer Materials
Contract Term	See "Agreement Term".
Contractor	The person, firm, corporation or entity undertaking the execution of the Work with whom NCTA has entered into an Agreement.
Deliverable(s)	All Documentation and any items of any nature submitted by the Contractor to the NCTA's Contractor Project Manager for review and approval pursuant to the terms of this Agreement. See "Submittal".
Department/Division of Motor Vehicles (DMV)	An authority responsible for motor vehicles registrations and provides ownership data to NCTA for vehicle owner identification. See "NCDMV"
Evaluation Committee	The Committee NCTA will use to evaluate Proposer Materials as described in this RFP, to determine the Best Value Proposer.
Exhibit	A supplement to this Contract that establishes requirements for Deliverables.
Express Lanes	A limited access expressway lanes or roadways separated from adjacent general-purpose lanes and employing payment of tolls to manage demand.
Extra Work Orders	Changes resulting in additions or deletions to the type or value of Services provided pursuant to this Agreement as directed by NCTA.
Holidays	Days that are designated by NCTA as Holidays for purposes of this Agreement.
Invoice Adjustment	A reduction in the Contractor's invoice for services resulting from penalties caused by the Contractor's failure to comply with Key Performance Indicators.
Key Performance Indicators (KPIs)	Technical performance measurements or metrics used to evaluate Contractor performance.
Key Personnel	Staff designated as "key" in Part III, Scope of Work and Requirements , subject to Approvals and conditions set forth therein and in the Agreement.

Term	Definition
Liquidated Damages	Damages, whose amount the parties designate during the formation of a contract, for the injured party to collect as compensation upon a specific breach.
Maintenance	Services performed by the Contractor pursuant to Part III, Scope of Work and Requirements . May also be referred to as "Maintenance Services".
NCTA Designated Representatives	Person or persons authorized by NCTA to represent NCTA in all dealings with the Contractor.
North Carolina Department of Transportation (NCDOT)	A governmental agency in North Carolina responsible for building, repairing, and operating highways, bridges, and other modes of transportation, including ferries in the U.S. state of North Carolina.
North Carolina Division of Motor Vehicles (NCDMV)	See "Department/Division of Motor Vehicles (DMV)".
North Carolina Turnpike Authority (NCTA)	A Business Unit of NCDOT, responsible for supplementing the traditional non-toll transportation system serving the citizens of North Carolina by accelerating the delivery of roadway projects using alternative financing options and facilitating the development, delivery and operation of an integrated, creative system of toll roads.
Notice	A formal communication addressing legal and Contractual matters, not applicable to daily Implementation and Operation and Maintenance communications.
Notice to Proceed (NTP)	The written authorization by NCTA designating the date and time for the Contractor to commence Work.
Operational Back Office	The system owned by NCTA that aggregates and distributes messages and other data for use by NCTA and its partners.
Order of Precedence	The order in which Agreement documents control in the event of a conflict or ambiguity in such documents.
Performance Requirements	The required level of performance standards for this Contract as set forth in Part V, Terms and Conditions and Part III, Scope of Work and Requirements .
Plan(s)	Contractor Deliverable that identifies approach to a particular aspect of the Work submitted for Approval in accordance with Part III, Scope of Work and Requirements .
Price Proposal	Contractor pricing provided in response to this RFP and in accordance with the instructions provided herein.

Term	Definition
Project	The total Work set forth in Part III, Scope of Work and Requirements and as further set forth and detailed in the Agreement Documents.
Proposal	See “Proposer Materials”.
Proposer	An entity that has submitted Proposer Materials in response to this RFP.
Proposer Materials	Documentation submitted by the Proposer in response to this RFP.
Request for Proposal	Also referred to as the “RFP”, this document describes the procurement process and provides the scope of services. The RFP forms the basis for the Agreement.
Requirements	Each of the required Work activities in numbered form as set for in Part III, Scope of Work and Requirements that the Contractor shall perform.
Services	The duties and obligations undertaken by the Contractor to fulfill, the Part III, Scope of Work and Requirements , terms and conditions of the Agreement.
Service Request	A formal request, from NCTA or their designees, that is outside normal routine maintenance.
Subcontractor	Any person, firm or corporation, other than the Contractor’s employees, who contracts to furnish labor, or labor and materials, at the Site(s) or in connection with the Services, whether directly or indirectly, on the Contractor’s behalf and whether or not in privity with the Contractor.
Submittal	See “Deliverable”.
Technical Proposal	A Proposer’s written response to the RFP, which provides a straightforward, concise description of the Proposer’s ability to meet the Requirements of the RFP.
Toll Vault	Secure, locked building on a tolled facility that houses Roadside Toll Collection System (RTCS) equipment. The Toll Vault is typically a prebuilt concrete structure that has the following major systems: • HVAC • Propane Generator • Fiber Optic and/or Cellular Communications
Work	See “Services”.

2. Acronyms

Acronym	Meaning
ACSMS	Access Control and Security Monitoring System
BAFO	Best and Final Offer
BOS	Back Office System
CBOS	Commercial Back Office System
CEMS	Critical Environmental Monitoring System
CO	Change Order
COI	Certificate of Insurance
COTS	Commercial Off-the-Shelf
CSC	Customer Service Center
DBE	Disadvantaged Business Enterprises
ETC	Electronic Toll Collection
FCA	Facility Condition Assessment
HVAC	Heating, Ventilation, Air Conditioning
IFB	Invitation for Bid
IP	Internet Protocol
KPI	Key Performance Indicator
MEP	Mechanical, Electrical, Plumbing
MRTMC	Metrolina Regional Transportation Management Center
NC	North Carolina
NCDIT	North Carolina Department of Information Technology
NCDOT	North Carolina Department of Transportation
NCQP	North Carolina Quick Pass
NCTA	North Carolina Turnpike Authority
NDA	Non-Disclosure Agreement

Acronym	Meaning
NTP	Notice to Proceed
OBO	Operational Back Office
PDF	Portable Document Format
PM	Project Manager
PMP	Project Management Plan
QA	Quality Assurance
QC	Quality Control
QMP	Quality Management Plan
RFI	Request for Information
RFP	Request for Proposal
RFQ	Request for Quotation
RTCS	Roadside Toll Collection System
SaaS	Software as a Service
SDS	Safety Data Sheet
SOP	Standard Operating Procedure
SOW	Scope of Work
STOC	Statewide Transportation Operations Center
TMC	Transportation Management Center
US	United States
USB	Universal Serial Bus
WMS	Weather Monitoring System

Part III.

Scope of Work and Requirements

1. Summary of Scope of Work

For this Project, the Contractor's Scope of Work is a hybrid model, involving both oversight and direct maintenance for the various facilities outlined below.

- For the leased properties listed below, the Contractor will serve in an oversight and liaison role, ensuring landlords perform their services correctly.
 - a. NCTA Headquarters located in Morrisville, NC (22,500 square feet)
 - b. NCQP Operations Center located in Winston-Salem, NC (14,780 square feet)
 - c. NCQP Operations Center located in Rocky Mount, NC (9,000 square feet)
 - d. NCQP Storefront located in Monroe, NC (2,140 square feet)
- For the 28 existing Toll Vaults:
 - Operations Phase 1: The Contractor will primarily manage the RTCS vendors and handle administrative duties, such as work order and invoice approval.
 - Operations Phase 2: The Contractor's role will transition to a full-service model. They will be directly responsible for all preventative and corrective maintenance, including generators, HVAC, electrical systems, and structural elements. Additionally, the Contractor shall refresh the access control, critical environmental monitoring, and weather systems.

All these tasks must be performed by a qualified team with financial approvals for unscheduled work up to the defined monetary threshold.

1.1. Scope of Work Phases

The Scope of Work for this Project includes the two (2) phases shown below.

1.1.1. Operations Phase 1

Under Phase 1, the Scope of Work encompasses three key areas of facility management. The first is oversight for leased properties, where the Contractor acts as the liaison between NCTA and landlords to monitor maintenance and manage any existing vendor contracts. The second is the oversight and maintenance of leased properties that are under a "Triple Net" contract, where NCTA is responsible for preventative and corrective maintenance. The third is oversight of the RTCS vendors who perform the maintenance on the 28 existing Toll Vaults.

1.1.2. Operations Phase 2

Under Phase 2, responsibility for the Toll Vaults would shift from the RTCS vendors to the Contractor. This would make the Contractor directly responsible for all preventative and corrective maintenance, including generators, HVAC, electrical, structural, pest control, and power washing. Various systems monitoring access, security, and environmental parameters will be updated as part of phase 2 as well. The anticipated schedule for Toll Vault transition from Phase 1 to Phase 2 is shown below in **Table III-1**:

Table III-1: Phase 2 Toll Vault Transition Schedule

Facility	Number of Vaults	Anticipated Transition
Monroe Expressway	7	Summer 2027
Triangle Expressway	21	Summer 2027

The transition dates are for planning purposes only. NCTA shall inform the Contractor no less than 180 Calendar Days prior to the transition date for each facility.

2. General Scope of Work Requirements

These General Scope of Work Requirements apply to all phases of the Contract, from NTP through the term of the Contract.

2.1. General Project Requirements

1.	The Contractor shall provide all Services in accordance with applicable laws and regulations and in compliance with all NCTA policies and the Terms and Conditions of the Contract.
2.	The Contractor shall execute the Work in accordance with the Standard Operating Procedures (SOPs) Approved by NCTA, and other Approved plans developed pursuant to the Contract in order to deliver the required Services throughout the entire term of the Contract.

2.2. Key Personnel

3.	The Contractor is required to provide sufficient staff to meet the Project Requirements and Contract. The following roles are expected to be needed for the duration of the Project. <u>These roles may be consolidated or maintained as individual positions as determined by the Proposer. The Proposer shall ensure that the proposed Project team possesses the necessary qualifications and capacity to fulfill all Project Requirements. The Proposer will form a team that meets is able to perform all the Project Requirements.</u> a) Contract Manager – <u>Responsible for managing all Project risks and ensuring satisfactory compliance with all scope of work Requirements.</u> b) Facilities Manager – <u>Management of various facilities and interactions with landlords.</u> c) Vendor Manager – <u>Management of any Subcontractors and others performing work on the Project.</u> d) Administrative Coordinator/Dispatcher – <u>The single point of contact for Service Requests and responsible for the reporting as outlined in Part III, Section 2.4.</u>
4.	NCTA shall have the right to reject, at its sole discretion, any Key Personnel proposed by the Contractor.

5.	The Contractor shall immediately remove any individual employed or contracted by the Contractor from Services under the Contract that, by NCTA's sole determination, is not performing the Work in a proper and skillful manner or is otherwise unsuitable for their position.
6.	At any time should it be necessary to replace Contractor Key Personnel, the Contractor shall propose substitutions and shall submit the names and qualifications of the proposed replacement(s), in writing.

2.3. General Administrative, Asset Management, and Financial Requirements

7.	The Contractor shall be fully responsible for recruiting, training, supervising, and managing its personnel and Subcontractors for all parts of this Contract.
8.	If the Contractor must subcontract work, then the Contractor must ensure that all Subcontractors are escorted into sensitive areas.
9.	The Contractor shall ensure that all staff perform their duties in a safe, efficient, industry-standard, and applicable code-compliant manner.
10.	The Contractor shall implement quality assurance processes, safety protocols, and staffing levels that are adequate to meet the performance expectations of this Contract.
11.	The Contractor shall notify NCTA of all staff assigned to NCTA facilities.
12.	The Contractor shall provide all monthly reports on both preventative and corrective work orders as well as financial performance by the 10 th Calendar Day of each month.
13.	The Contractor shall provide an annual Facility Condition Assessment (FCA) for each facility and each roadway by the 1 st month after the end of the fiscal year.
14.	The Contractor shall provide a qualified team to perform all work duties.
15.	The Contractor shall have a working knowledge in the following: • Hazardous materials mitigation and understanding requirements. • Insurance claim projects. • Due diligence inspection process. • Preparing damage and incident reports for any damage to NCTA property.

2.4. Reporting

2.4.1. General Reporting

16.	The Contractor shall use their own work order management system.
-----	--

17.	The work order management system shall be viewable only to: a) Contractor staff directly assigned to the Contract; b) NCTA staff; c) NCTA designees.
-----	--

2.4.2. Reports Package

18.	The Contractor shall deliver a Preventative and Corrective Work Order Summary for all facilities.
19.	The Preventative Work Order Summary will: a) Be unique for each facility. b) Display all scheduled maintenance for the period. c) Display date and time work order resolved. d) Display details of: a. Facility b. Location c. Asset d. Any follow-up work required. e) Be submitted monthly.
20.	The Corrective Work Order Summary will: 1. Be unique for each facility. 2. Display all non-scheduled maintenance for the period. 3. Display date and time work order requested. 4. Display date and time work order acknowledged. 5. Display date and time work order resolved. 6. Display details of: a. Facility b. Location c. Asset d. Priority e. Work required to resolve, including initial problem 7. Contain flags for separation of critical and non-critical Service Requests. A separate report may be substituted. 8. Be submitted monthly.
21.	The Contractor shall deliver a Facility Maintenance Financial Summary for all facilities. This report will: a) Be unique for each facility. b) Display all work orders that required corrective maintenance costs in the period. c) State the work accomplished. d) Attach all supplier invoices or Subcontractor invoices. e) Have a summary sheet for the facility showing total number of work orders and change total charges. f) Be submitted monthly.
22.	The Contractor shall provide an annual Facility Condition Assessment (FCA) for each facility in the 1 st month following the end of the fiscal year. The FCA will contain the following:

	• Executive Summary – A concise overview of the reports purpose, key findings, and the most urgent deficiencies that need immediate attention. • Facility Overview – Background on the property, including the location, age, use, and summary of the scope of the audit. • System-by-System Findings – Detail findings for each major building system: ○ Building envelope – Roofs, walls, windows, and foundations are assessed for structural integrity, water leaks, and insulation issues. ○ Mechanical, electrical, and plumbing (MEP) – All core systems such as HVAC, wiring, lighting, and plumbing are evaluated for function, safety, and efficiency. ○ Fire and life safety – Fire extinguishers, alarms, sprinklers, and emergency lighting are checked for compliance and operational readiness. ○ Interior Finishes – Floors, ceilings, walls, and other finishes are inspected for wear, damage, and code compliance. ○ Site and grounds – External elements, including parking lots, walkways, and drainage are evaluated. • Recommendations and Action Plan – Provides prioritized list of corrective actions. The actions should be categorized by urgency and include estimated costs and timelines for completion. • Future Recommendations – Provides a list of available technological upgrades to enhance business services. • Appendices – Supporting documentation including detailed checklists, photographs, maintenance logs, and floor plans.
23.	The FCA shall be delivered with the June reporting package by July 10 th each year.
24.	For the FCA, all Toll Vaults on a single roadway are considered part of a single facility and a single comprehensive FCA should be prepared. <u>For example:</u> The Monroe Expressway has 7 Toll Vaults and would include the evaluation of all 7 of the Toll Vaults in a single report.

2.5. Project Management and Technical Support

25.	The Contractor shall provide project management services integrated into daily operations. The Project management Scope of Work will include small to mid-scale renovation, maintenance, and large capital projects.
26.	The Contractor shall act as the owner's representative for assigned projects, ensuring alignment with budget, scope, timeline, and quality expectations. This will include working with architects, engineers, and contractors on projects of various size, scope, budget, and complexity.
27.	The Contractor shall develop and manage project scopes, specifications, cost estimates, contractor procurements, schedules, submittal review, construction monitoring, commissioning, closeout, and warranty phase.
28.	The Contractor shall oversee Subcontractor performance and ensure compliance with all local, state, and federal codes, safety standards, ADA/accessibility requirements, and procurement rules.

29.	The Contractor shall provide regular progress reporting, risk tracking, issue resolution, and documentation to NCTA leadership.
30.	The Contractor shall coordinate with vendors and contractors to address deficiencies in workmanship before approving final project completion.
31.	The Contractor shall collaborate with departments and Landlords on renovation and remodel efforts, managing expectations and minimizing disruption.
32.	The Contractor shall be responsible for all phases and tasks of competitive bidding of contracted work to include drafting of RFQ/RFP/IFB and associated Scope of Work, bid packages and specifications, legal advertisements, memos, contracts, change orders, project closeout and punch list forms, and warranty documentation.
33.	The Contractor shall have expertise in reviewing and interpreting various types of building drawings, specifications, and schematics.
34.	The Contractor shall be able to attend and/or present to the NCTA throughout the fiscal year and for the duration of projects, as required.
35.	The Contractor shall have experience managing projects for new construction, renovations, alterations and demolition. This shall include experience with managing Subcontractors, construction sequencing, the permitting and inspection process, project close-out, and warranty management.
36.	The Contractor shall develop improvement plans for operations and maintenance.
37.	The Contractor shall develop and maintain SOPs per Part III, Section 2.6.3.
38.	The Contractor shall develop, implement, and update business continuity and disaster recovery emergency response plans to include fire, freeze, liquid damage, snow monitoring, and power outage.
39.	The Contractor shall ensure that Safety Data Sheet (SDS) binders are accurate and up to date.
40.	The Contractor shall ensure annual compulsory systems testing is scheduled, completed, and equipment is tagged appropriately. Boilers, life safety system, sprinklers (wet, dry, pre-action), extinguishers, and elevators across portfolio.
41.	The Contractor shall ensure facilities follow regulatory codes such as Department of Environmental Quality Conditionally Exempt Small Quantity Generator (DEQ CESQG).
42.	The Contractor shall conduct in-house building code analysis for all renovation and maintenance work.

43.	The Contractor shall prepare and administer the annual budget, both operational and capital.
44.	The Contractor shall formulate long range master and capital improvement plans for facilities upgrades and improvements.
45.	The Contractor shall route all contracts, change orders, quote forms, hold harmless agreements, and any other documents required to be signed and attested via DocuSign.
46.	The Contractor shall monitor invoices and payment processing for facility-related projects, ensuring timely and accurate financial oversight.
47.	The Contractor shall track and manage vendor COIs (Certificate of Insurance) to ensure contractors maintain adequate liability coverage.

2.6. Project Documentation Requirements

The Contractor shall be required to develop and update Project documentation for the term of the Contract.

2.6.1. General Documentation Requirements

48.	The Contractor shall use an NCTA-provided online, electronic document management system (such as SharePoint) that is accessible to both NCTA and the Contractor by username and password, to control all project-related documents.
49.	All documentation shall be maintained utilizing Microsoft Office or other approved tools.
50.	Document Retention - The Contractor shall maintain current versions of all required documentation electronically. The Contractor shall keep the documentation per the NCTA retention requirements, in a secure location, backed up nightly and provide electronic/online access to NCTA. The state records retention schedule can be found at Functional Schedule NC Archives (ncdcr.gov).
51.	The content of all documentation shall become property of NCTA, who shall have the right to reproduce any portion of the documentation in part or in whole.
52.	The Contractor shall maintain a Deliverable tracking list that accurately tracks all Contractor submissions, NCTA's review comments, resubmissions, and NCTA final Approval.
53.	For each Deliverable, the Contractor shall correct, improve, and resubmit documentation until NCTA provides final Approval.
54.	For each Deliverable, the Contractor shall provide NCTA with an empty comment matrix to organize NCTA comments back to the Contractor. The comment matrix shall be used to track all open comments, as well as document final resolutions to comments until the Deliverable is Approved.

55.	The Contractor shall be responsible for coordinating with NCTA to schedule a final document review and comment resolution meeting, if necessary, when the Contractor has addressed all NCTA comments and produced a new version of the document. The Contractor shall ensure all key decision-makers and subject matter experts are available during the meeting to resolve all remaining open comments. The Contractor shall then be responsible for producing and submitting a final document for NCTA's review and Approval.
-----	---

2.6.2. Documentation Updates

56.	The Contractor shall be required to develop and provide updates (as necessary) to Project documentation at least annually, or as requested by NCTA, throughout the term of the Contract or as specified below in the documentation requirements.
57.	The Contractor shall be required to submit all newly developed documents or updates to documents for NCTA's review and Approval.

2.6.3. Standard Operating Procedures

The Contractor is responsible for developing SOPs that describe the steps required to complete all Facilities functions and activities necessary to comply with the Contract and any amendments thereto. The SOPs shall follow the NCTA Business Policies and North Carolina State laws.

58.	The Contractor shall develop and submit SOPs for NCTA review and Approval. The SOPs shall address all procedures required to provide all aspects of Facilities Management Services in accordance with the requirements of this RFP, NCTA's Business Policies, and the functionality of the RTCS and/or other supporting systems and tools. The SOPs shall be detailed sufficiently so that Contractor staff can easily understand and follow the steps necessary to complete a function fully and accurately. The SOPs shall also include procedures for problem escalation and protocols for communicating with third parties.
59.	The Contractor shall be responsible for keeping the SOPs up to date after material changes or as directed by NCTA. Unless directed otherwise by NCTA, the Contractor shall update the SOPs annually for NCTA's review and Approval.
60.	The Contractor shall ensure their SOPs include, but is not limited to, the following sections: • Project Management – Organizational Charts, Escalations, and Points of Contact. • Daily Operations – Outline of the tasks required to fulfill the Requirements of the Contract • Training and Safety Plan • Hazardous Weather Plan • Communication Plan

3. Facility Management Requirements

61.	The Contractor shall provide a single phone number and single email address to report all Service Request for all facilities.
-----	---

3.1. Leased Properties

The properties subject to this section are:

- a) NCTA Headquarters - Morrisville, NC
- b) NC Quick Pass Operations Center - Winston-Salem, NC

62.	The Contractor shall act as the primary point of contact between NCTA and the property landlords.
63.	The Contractor shall monitor and verify that landlords are performing all services as outlined in their lease agreements.
64.	The Contractor shall receive and coordinate all Service Requests from NCTA staff and act as the liaison to the landlord to resolve them.
65.	The Contractor shall manage any other vendor contracts that exist for the management of the leased properties.
66.	The Contractor shall contract a service provider for maintenance needs not provided by property landlords. This shall include services such as furniture repair and other non-property management work.
67.	The Contractor shall visit all sites a minimum of twice a month.

3.2. Leased Properties, Triple-Net Contracts: Oversight and Liaison

The properties subject to this section are:

- c) NC Quick Pass Operations Center - Rocky Mount, NC
- d) NC Quick Pass Storefront - Monroe, NC

68.	The Contractor shall act as the primary point of contact between NCTA and the property landlords.
69.	The Contractor shall provide Subcontractor(s) to maintain the facility and repair defective issues that occur.
70.	The Contractor shall receive and coordinate all Service Requests from NCTA staff and act as the liaison to the vendors to resolve them.
71.	The Contractor shall manage any other vendor contracts that exist for the leased properties.
72.	The Contractor shall visit all sites a minimum of twice a month.

3.2.1. Key Services

3.2.1.1. Preventative Maintenance Program

73.	The Contractor shall perform scheduled tasks including filter changes, lubrication, belt replacements, water treatment, systems diagnostics, and data tracking.
74.	The Contractor shall perform daily inspections and troubleshooting of HVAC, electrical, plumbing, mechanical, access control, camera, and life safety systems.
75.	The Contractor shall schedule preventative maintenance on industry best practices or equipment manufacturers' recommendations.
76.	The Contractor shall perform maintenance planning that is integrated with conditional audits and capital improvement priorities.

3.2.1.2. Routine Maintenance and Repairs

77.	Unscheduled corrective work will be compensated for using the approved labor rates and markups in the pricing sheets.
78.	Corrective work that totals above \$2,000 per incident, or any work that totals above \$10,000 per month per facility, shall be reviewed and approved by NCTA prior to being performed. A Single Incident Exceeds \$2,000 This applies to any single, distinct event of "corrective work" where the total cost for parts and labor is more than \$2,000. - Example: A critical power supply unit for a facility's security fails. Replacing the unit and checking the related systems costs \$2,100. This work needs prior approval from NCTA. Where no single job is over \$2,000, but the monthly total still triggers approval from NCTA. Imagine this work is needed at "Facility B" during November: - Repair #1 (HVAC): \$1,900 - Repair #2 (Plumbing): \$1,800 - Repair #3 (Security Camera): \$1,950 - Repair #4 (Pothole Patching): \$1,850 - Repair #5 (Door Mechanism): \$1,500 - Repair #6 (Leaking Roof): \$1,300 In this scenario: - None of the individual jobs require approval on their own, as they are all under the \$2,000 incident threshold. - The first five jobs total \$9,000 for the month. No approval is needed yet.

	3. When the sixth job (the \$1,300 roof leak) is proposed, the cumulative total for the facility would become \$10,300. Because that new total exceeds the \$10,000 monthly limit, the \$1,300 roof repair must be reviewed and approved by NCTA before the work can be done.
79.	The Contractor shall perform maintenance of boilers, chiller, cooling towers, air handlers, rooftop package units, splits systems, exhaust systems, freezers, coolers, building control systems and all associated downstream equipment.
80.	The Contractor shall perform minor carpentry, painting, and plumbing repairs.
81.	The Contractor shall perform grounds and landscaping maintenance, graffiti removal, painting, and exterior building repairs.
82.	The Contractor shall perform snow and ice removal from entrances and sidewalks.
83.	The Contractor shall perform lawncare in the Spring, Summer, and Fall.
84.	The Contractor shall perform repair and maintenance of irrigation systems.

3.3. Toll Vaults: Oversight and Vendor Management (Phase 1)

The properties subject to this section are:

- e) Triangle Expressway – Durham, Wake, and Johnston Counties, NC
- f) Monroe Expressway – Union County, NC

85.	The Contractor shall be responsible for managing all vendors, including the Roadside Toll Collection System (RTCS) vendors, who service the Toll Vaults.
86.	The Contractor shall approve invoices and work orders from the vendors.
87.	The Contractor shall monitor vendor performance against their Service Level Agreements (SLAs).
88.	The Contractor shall conduct performance reviews and escalate issues to NCTA when necessary.
89.	The Contractor shall attend compliance meetings with the RTCS vendor(s).

3.4. Toll Vaults: Full-Service Maintenance for New or Re-Contracted Toll Vaults (Phase 2)

It's possible NCTA may choose to transition maintenance of Toll Vaults from current RTCS vendor contracts to this new Facility Management Contract in the future. This would likely happen when a new Toll Vault is built or when an existing vault's RTCS contract is up for renewal. When this occurs, the Contractor's role for that specific Toll Vault would shift from oversight to providing full Maintenance Services. The full scope of that work includes direct responsibility for both preventative and corrective maintenance of generators, HVAC systems, structural elements, electrical systems, pest control, and power washing.

The properties subject to this section are:

- g) Triangle Expressway – Durham, Wake, and Johnston Counties, NC
- h) Monroe Expressway – Union County, NC

90.	NCTA shall notify the Contractor no less than 180 days prior to the transition to Phase 2 operations for each facility.
91.	The Contractor shall provide Subcontractor(s) to maintain the facility and repair defective issues that occur.
92.	The Contractor shall receive and coordinate all Service Requests from NCTA staff, NCTA designees, and RTCS vendors and provide status updates to all stakeholders throughout issue resolution.
93.	The Contractor shall manage any other vendor contracts that exist for the leased properties.
94.	The Contractor shall visit all sites a minimum of twice a month.

3.4.1. Key Services

3.4.1.1. Preventative Maintenance Program

95.	The Contractor shall perform schedule tasks including filter changes, lubrication, belt replacements, water treatment, systems diagnostics, and data tracking.
96.	The Contractor shall schedule preventative maintenance on industry best practices or equipment manufacturers' recommendations.
97.	The Contractor shall perform maintenance planning that is integrated with conditional audits and capital improvement priorities.

3.4.1.2. Routine Maintenance and Repairs

98.	The Contractor shall perform daily inspections and troubleshooting of HVAC, electrical, plumbing, mechanical, access control, camera, and life safety systems.
-----	--

99.	The Contractor shall perform maintenance of boilers, chillers, cooling towers, air handlers, rooftop package units, splits systems, exhaust systems, freezers, coolers, building control systems and all associated downstream equipment.
100.	The Contractor shall perform minor carpentry, painting, and plumbing repairs.
101.	The Contractor shall perform grounds and landscaping maintenance, graffiti removal, painting, and exterior building repairs.
102.	The Contractor shall perform snow and ice removal from entrances and sidewalks.

3.4.1.3. Critical Environmental Monitoring System (CEMS)

103.	The Proposer shall provide a Commercial Off-the-Shelf (COTS) Critical Environmental Monitoring System (CEMS) is a standardized, readily available software and hardware solution used to continuously track and manage conditions that affect mission-critical assets, such as temperature, humidity, power, and water leaks. The CEMS will: • Be Web-Based/Cloud-Native: The system uses a Software as a Service (SaaS) model, meaning the core application resides on the vendor's secure servers and is accessed by the end-user via any standard web browser on a desktop or mobile device. This eliminates the need for NCTA to install and maintain specialized server hardware or software. • Provide Real-Time Data Access: Provides instantaneous, 24/7 visibility into environmental conditions across all Toll Vaults and other critical sites from a centralized dashboard. • Provide Security: Employs industry-standard security protocols, including SSL/TLS encryption for all data transmission, multi-factor authentication (MFA) for user access, and role-based access controls to ensure only authorized personnel can view or modify specific system settings or data. • Provide Alerting and Notifications: Features configurable alarms and automated notifications (via email, SMS, or mobile app) when conditions fall outside pre-set safety thresholds, ensuring rapid response to critical events. • Data shall be provided to the NCTA Operational Back Office (OBO) in real-time using an API data connection.
104.	The CEMS shall have sensors that record the following parameters in each Toll Vault: a) HVAC status (on/off); b) temperature; c) humidity; d) utility power; e) smoke detector; f) carbon monoxide detector.

105.	The CEMS shall have the capability to add up to 4 additional sensors for RTCS cabinets that are co-located with each Toll Vault, within 300 feet: a) temperature; b) humidity.
106.	The Proposer shall coordinate with the RTCS vendor to install sensors in the RTCS cabinets.

3.5. Access Control and Security Monitoring System (ACSMS)

107.	The Contractor shall furnish and install A Commercial Off-the-Shelf (COTS) Access Control and Security Monitoring System (ACSMS) is a ready-made, standardized solution designed to manage physical access to facilities while continuously monitoring security-related events. To be effective, Web-based, and secure, the system would typically offer the following features: • Web-Based/Cloud Access: The system's core management software is hosted in the cloud (SaaS model), allowing 24/7 centralized control of all security points (doors, gates, cameras) across all NCTA Toll Vaults from any secure web browser or mobile device. This eliminates the need for site-specific servers or software installation. • Access Control Management: Manages digital credentials (key cards, fobs, or mobile access) and applies role-based access control (RBAC) to restrict who can enter specific facilities and Toll Vaults at certain times. The system must easily onboard and revoke user access across the entire portfolio. • Security Monitoring Integration: Serves as a unified platform that integrates with various security devices, including CCTV/IP cameras, intrusion detection sensors, and intercoms. It provides a single dashboard for monitoring all live feeds and events. • Audit Trail and Compliance: Maintains a comprehensive, immutable log of all access events (who entered, where, and when) and security alerts. This is crucial for forensic investigations and compliance reporting. • High-Level Security Protocols: Ensures data is protected using end-to-end encryption (SSL/TLS) for all transmission between the device and the cloud server. It mandates strong authentication methods, such as Multi-Factor Authentication (MFA), to protect administrator access and ensure data integrity. • Remote Management: Enables the facilities team to remotely lock/unlock doors or disable compromised access credentials instantly, regardless of the physical location of the incident. • Data shall be provided the NCTA Operational Back Office (OBO) in real-time using an API data connection.
108.	The ACSMS shall: a) Control Access to the Toll Vault Door using digital credentials (key cards, fobs, or mobile access). b) Record video of the toll vault area upon motion or activation of Vault Door c) Record video of the two RTCS equipment areas upon motion or activation of a monitored cabinet door d) Notify users upon user-definable activity via email, interface alert, or SMS.
109.	The ACSMS shall have the capability to add up to 5 additional sensors for RTCS cabinets that are co-located with each Toll Vault.
110.	The ACSMS shall maintain access information and video logs of access events.

111.	The ACSMS shall include proximity cards, readers, and access management software.
112.	The ACSMS shall have the ability to query and report the quantity and assignment of active cards in the System.
113.	The Contractor shall provide sufficient quantities of proximity cards for the Contract Term.
114.	The Contractor shall update the ACSMS to disable access within 2 hours of becoming aware of an employee's change in employment status.
115.	The ACSMS shall be capable of providing escalated Alerts for unusual, monitored events, including forced door openings and parking lot movements after hours via motion detection in areas of interest.
116.	The Contractor shall migrate existing ACSMS systems at NCTA buildings to the new ACSMS.

3.6. Toll Vault Weather Monitoring System (WMS)

117.	The Contractor shall furnish and install A Commercial Off-the-Shelf (COTS) Weather Monitoring System (WMS) to monitor, predict, and report on weather conditions at each Toll Vault.
118.	The WMS shall: a) Provide real-time weather data that is specific to the location of the Toll Vaults and other critical facilities, not just regional forecasts. This includes temperature, wind speed, precipitation type and intensity, and barometric pressure. b) Be web-based (cloud-hosted) and offer a centralized, secure dashboard. It must have the capability to set custom alerts for severe or disruptive weather events (e.g., high winds, heavy snow, or freezing temperatures). c) Assist in proactive maintenance planning. For example, predicting hard freezes allows the contractor to schedule preventative checks on generators, HVAC, and plumbing at the full-service Toll Vaults before a crisis hits. d) Securely log and archive historical weather data for at least 12 months. This is essential for post-incident analysis, verifying conditions during an outage, or justifying maintenance actions. e) Employ industry-standard security protocols (e.g., SSL/TLS encryption and Multi-Factor Authentication) to ensure data integrity and user access is protected. f) Data shall be provided the NCTA Operational Back Office (OBO) in real-time using an API data connection.

3.6.1.1. Financial Responsibility for Maintenance

119.	The financial responsibility of the various types of maintenance is shown below in Table III-2: Financial Responsibility Matrix .
------	--

Table III-2: Financial Responsibility Matrix

Facility Type	Oversight/ Reporting	Preventative Maintenance	Corrective Maintenance
Leased Facilities	Contractor	Landlord	Landlord

Facility Type	Oversight/ Reporting	Preventative Maintenance	Corrective Maintenance
Leased Facilities – Triple Net	Contractor	Contractor	Contractor ¹
Toll Vaults – Current (Phase 1)	Contractor	RTCS Vendor	RTCS Vendor ¹
Toll Vaults – New and Re-contracted (Phase 2)	Contractor	Contractor	Contractor ¹

¹Time and materials plus administration fee as a pass through to NCTA.

3.7. Energy and Security Management

120.	The Contractor shall monitor and improve energy efficiency across NCTA facilities.
121.	The Contractor shall support NCTA sustainability and benchmarking initiatives, such as Energy Star.
122.	The Contractor shall coordinate security measures, surveillance systems, and access control protocols.
123.	The Contractor shall have experience with managing access control systems from procurement and installation to database management and repair. The Contractor shall be able to effectively be able to manage, in-house, a user profile data base more than 1,000 profiles and ensure all NCTA personnel have the correct access and receive credentials in a timely manner.
124.	The Contractor shall have experience managing the services of an outsourced security vendor.

4. Performance Requirements Overview

The Contractor shall be required to meet all Performance Requirements detailed herein; and as part of their monthly invoice, provide reports that show compliance to the defined Performance Requirements including details of failures that resulted in the non-compliance. The calculation of Actual Damages resulting from failure to meet Performance Requirements is impractical to calculate. The reduction in compensation identified below for such non-compliance are a reasonable estimate of damages resulting from a failure to meet the Performance Requirements set forth in the RFP. Therefore, the Contractor shall be subject to Invoice Adjustments, as described below, as Liquidated Damages but not as a penalty, for such non-compliance.

4.1. Performance Measurement and Liquidated Damages

The NCTA values high quality Services and operations and this Contract emphasize the importance of serving NCTA Operations with quality, care, and efficiency in a cost-effective manner. To help ensure the Contractor strives for consistent, timely, and accurate operations at a reasonable cost to NCTA, Key Performance Indicators (KPIs) have been established for monitoring and evaluating the Contractor's performance throughout the term of this Contract. These KPIs were developed to stress the importance of meeting or exceeding performance levels in several important operational areas and therefore some KPIs are weighed more heavily than others.

As part of the KPI assessment process, the Contractor shall establish an ongoing method to monitor, measure, calculate, and report compliance with all KPI areas listed in **Table III-3: Facility Management Performance Requirements** below, and any additions thereto that may be agreed upon throughout the On-going Operations Phase of the Contract. The frequency and format of KPI reporting will be jointly developed between the Contractor and NCTA during the Implementation Phase of the Contract.

For a given monitoring period, if the Contractor is unable to at least meet one or more KPIs, a point assessment system has been devised that culminates in a monthly point total that may negatively impact the Contractor's compensation via an Invoice Adjustment process. Invoice Adjustments are reductions in the amounts to be paid from NCTA for Services invoiced by the Contractor. Please refer to **Table III-4: KPI Invoice Adjustments** for additional details. In addition, there are other Liquidated Damages that may be assessed on a daily basis if certain KPIs are not met. Please refer to **Table III-3** below for the applicable KPIs and related Liquidated Damages.

For all KPIs subject to monthly point assessments, the point assessments are totaled for the entire month. Depending on the total number of points, the Contractor may be subject to Liquidated Damages in the form of a reduced payment amount by NCTA.

The Contractor is required to report Contractor's performance and results of the KPI analysis as part of the Monthly Report. If during a given month the Contractor's performance has resulted in either Liquidated Damages or point assessments triggering an invoice adjustment, the Contractor shall calculate the required Invoice Adjustments (e.g.: total of invoice adjustments due to point assessments plus any liquidated damages).

As part of the Contractor's invoicing process to NCTA for Contractor Services performed, the Contractor shall clearly identify the Invoice Adjustments for that month's invoice that are due to performance shortfalls for that same month (e.g.: the February monthly KPI results impact the February invoice). All such adjustment shall be subject to NCTA review.

At all times the Contractor is expected to perform the Services identified in this Contract, and any Amendments thereto, in a fashion that meets or exceed the KPIs. However, it is understood that certain conditions, environmental factors, and other unforeseen issues may prevent the Contractor from meeting a particular KPI. These exception situations are expected to be rare occurrences and should not be considered normal operations. In such exception situations the Contractor may request an exception to the KPIs and shall fully document any request for waiver in writing to NCTA and provide all supporting information. NCTA

will not unreasonably withhold Approval of exception requests however NCTA, in its sole discretion, shall have the right to reject any request.

Performance standards in the form of KPIs are identified below in ***Table III-3***.

Table III-3: Facility Management Performance Requirements

KPI	KPI Category	KPI Description	KPI Measurement	Invoice Adjustment
FM ₁	Management Leased Properties & Toll Vaults Phase 1	Third Party Resolution Rate	90% of requests are completed within 5 business days*	Monthly Points: For each percentage point below 90%, 1 point will be assessed. For each percentage point above 90%, 1 point will be deducted.
FM ₂	Maintenance Triple Net Properties & Toll Vaults Phase 2	Service Request Completion	90% of requests are completed within 5 business days*	Monthly Points: For each percentage point below 90%, 1 point will be assessed. For each percentage point above 90%, 1 point will be deducted.
FM ₃	Maintenance Triple Net Properties & Toll Vaults Phase 2	Critical Issue Completion	90% of requests are completed within 12 hours**	Monthly Points: For each percentage point below 90%, 1 point will be assessed. For each percentage point above 90%, 1 point will be deducted.

KPI	KPI Category	KPI Description	KPI Measurement	Invoice Adjustment
FM4	Reporting	Report Submission	95% of Reports by 10 th day of month	Monthly Points: For each percentage point below 95%, 1 point will be assessed. For each percentage point above 95%, 1 point will be deducted.

*5 business days is defined as 40 working hours, excluding weekends and North Carolina State Holidays.

**12 Hours is measured from the time of notification of the Contractor.

4.2. Contractor KPI Invoice Adjustments

Table III-4 below indicates the amount that will be added as an incentive or be assessed as Liquidated Damages and applied as an Invoice Adjustment to the monthly invoice(s) submitted by the Contractor to NCTA, depending on the number of monthly points assessed. The monthly scorecard starts with baseline of 35 points each month.

Table III-4: KPI Invoice Adjustments	
Total Points	Invoice Adjustment
0-19 points assessed	10% Invoice Incentive
20-34 points assessed	5% Invoice Incentive
35 points	0%
36-50 points assessed	5% Invoice deduction
51-60 points assessed	10% Invoice deduction
61-75 points assessed	15% Invoice deduction
>75 points assessed	20% Invoice deduction

4.3. Facility Management Performance Requirement Details

These KPIs are based on performance that is measured in calendar hours, days and minutes as applicable. Any issues outside of the Contractor's control that affects its ability to meet a KPI should be noted, documented appropriately and with sufficient detail and discussed as part of monthly facility management performance reviews.

NCTA places a great deal of importance on the controls the Contractor has in place of facility management and the effectiveness of those controls. NCTA will monitor the Contractor's performance for compliance with the Performance Requirements. The Contractor shall be required to meet all facility management Performance Requirements as detailed in these Requirements.

4.3.1. Third Party Resolution Rate

Service Requests for leased facilities where the landlord provides all service and maintenance should be completed in an expedient manor.

125.	For each month, 90% of Service Requests shall be completed within 5 business days. The KPI is calculated based on the following calculation: KPI = Average of (Compliant Service Requests/Total Service Requests), rounded to whole number.
	a) Non-critical corrective Service Requests will be created by: a. Entry into the Contractors work order system

	b. Email to the Contractor with location, issue, stakeholder, and contact information. c. Phone call to the Contractor with location, issue, stakeholder, and contact information.
	b) Service Requests are measured for compliance in the month that they are completed in.
	c) For any month in which the percentage of requests completed within less than 5 days is less than 90%, the Contractor shall be assessed 1.0 point for each 1%.
	d) For any month in which the percentage of requests completed within less than 5 days is greater than 90%, the Contractor shall be deducted 1.0 point for each 1%.
126.	5 business days is defined as 40 working hours, excluding weekends and North Carolina State Holidays.

4.3.2. Service Request Completion

Service Requests that are determined to be non-critical by NCTA should be completed in an expedient manor.

127.	For each month, 90% of non-critical corrective Service Requests shall be completed within 5 business days. The KPI is calculated based on the following calculation: $\text{KPI} = \text{Average of (Compliant Service Requests/Total Service Requests), rounded to whole number.}$
	a) Non-critical corrective Service Requests will be created by: • Entry into the Contractors work order system • Email to the Contractor with location, issue, stakeholder, and contact information. • Phone call to the Contractor with location, issue, stakeholder, and contact information.
	b) Service Requests are measured for compliance in the month that they are completed in.
	c) For any month in which the percentage of requests completed within less than 5 days is less than 90%, the Contractor shall be assessed 1.0 point for each 1%.
	d) For any month in which the percentage of requests completed within less than 5 days is greater than 90%, the Contractor shall be deducted 1.0 point for each 1%.
128.	5 business days is defined as 40 working hours, excluding weekends and North Carolina State Holidays.

4.3.3. Service Request Completion

Service Requests that are determined to be critical by NCTA should be completed in an urgent manor.

Critical Issue Types:

- Power outage impacting business
- Generator outage or fuel low
- HVAC inoperative or underperforming
- Water leak, clogged pipes, no water
- Broken windows or doors
- Other issues deemed critical by NCTA

129.	For each month, 90% of critical corrective Service Requests shall be completed within 12 hours. The KPI is calculated based on the following calculation: KPI = Average of (Compliant Service Requests/Total Service Requests), rounded to whole number.
	a) Critical corrective Service Requests will be created by: • Entry into the Contractors work order system • Email to the Contractor with location, issue, stakeholder, and contact information. • Phone call to the Contractor with location, issue, stakeholder, and contact information.
	b) Service Requests are measured for compliance in the month that they are completed in.
	c) For any month in which the percentage of requests completed within less than 12 hours is less than 90%, the Contractor shall be assessed 1.0 point for each 1%.
	d) For any month in which the percentage of requests completed within less than 5 days is greater than 90%, the Contractor shall be deducted 1.0 point for each 1%.
130.	12 hours is measured from the time of notification of the Contractor.

4.3.4. Report Submission

The Contractor must provide NCTA with **monthly and annual reports** that cover both work orders and financial performance. These reports should detail all unscheduled corrective work and demonstrate adherence to the financial thresholds of \$2,000 per incident or \$10,000 total per month. The Contractor is also responsible for using their own work order management system for all tracking and reporting.

131.	For each month, 95% all reports due that month shall be delivered by the 10 th Calendar Day of the month. The KPI is calculated based on the following calculation: KPI = Average of (Compliant Reports/Total Expected Reports), rounded to whole number.
------	--

	a) The Total Expected Reports are scheduled in the Contractor's SOP.
	b) Service Requests are measured for compliance in the month that they are completed in.
	c) For any month in which the percentage of on time reports is less than 95%, The Contractor shall be assessed 1.0 point for each 1%.
	d) For any month in which the percentage of on time reports is greater than 95%, The Contractor shall be assessed 1.0 point for each 1%.
132.	10 Calendar Days includes weekends and holidays.

Part IV. Proposal Content

1. Submission of Proposal

All Technical and Price Proposals shall be submitted in a sealed envelope, bearing on the outside the following information.

Technical or Price Proposal:

Facilities Management RFP

Submitted By:

PROPOSER'S NAME

PROPOSER'S ADDRESS

CITY, STATE, ZIP CODE

PROPOSER'S PHONE NUMBER

The USB flash drives for both the Technical and Price Proposals shall be mailed to the address provided below. If hand delivering, please reach out to the NCTA Contact Person to coordinate the receipt.

Physical Delivery Address

North Carolina Turnpike Authority

2501 Aerial Center Pkwy, Suite 200

Morrisville, NC 27560

Attn: Eliza Davis

2. Technical Proposal Response and Submission Instructions

2.1. Content of Technical Proposal

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. Portions of the Proposal that are excluded from these page limitations are shown below in ***Table IV-1: Technical Proposal Page Limitations***.

Table IV-1: Technical Proposal Page Limitations

Proposal Sections to be Completed by a Proposer	Page Count Limitations
Cover Letter	Up to 1 page
Executive Summary	Up to 1 page
Proposal Section 1: Proposer Qualifications	Limited to a combined total of 10 pages (excluding all table of contents, list of tables, or list of figures) and a font of 12 points.
Proposal Section 2: Key Team Qualifications	
Proposal Section 3: Proposed Solution	Limited to 3 pages (excluding all tables of contents, lists of tables, or lists of figures) and a font of 12 points.

Proposal Sections to be Completed by a Proposer	Page Count Limitations
Proposal Section 4: Administrative & Technical Plan	Limited to 4 pages (excluding all table of contents, list of tables, or list of figures) and a font of 12 points.
Section 5: Adherence to Part V, Terms and Conditions	No limitations
Section 6: Forms & Submittals	No limitations

The Technical Proposal shall be submitted in the format shown below. The cover sheet for the completed Proposal, provided as **Exhibit C-1, Proposal Cover Sheet** shall be included at the front of the Technical Proposal package submitted to NCTA, as directed in this Section 2.1 below. The cover sheet is not subject to page limitations.

Each lettered item designates a specific and separate section to be included in the Proposal:

A. Cover Letter

The Proposal shall include a cover letter signed by an officer of the firm with signature authority to enter into the proposed Contract with NCTA. This letter should be very brief and provide the corporate commitment that the Proposal meets the scope, schedule, and requirements of the RFP.

B. Executive Summary

The executive summary shall be a brief overview, summarizing the contents of the proposal and explaining how the proposal being offered best addresses the evaluation criteria listed in this RFP. The summary shall describe the Proposer's qualifications, understanding of NCTA's needs and proposed approach to partnering with NCTA.

C. Proposal Section 1: Proposer Qualifications

Provide the following information regarding the Proposer's qualifications and previous experience. Number and provide the information in the specific format provided below.

- 1) A brief history and description of the Proposer's organizational structure, including size, number of employees, capability and area(s) of specialization.
- 2) Provide examples of a previous project, or projects, with similar project delivery conditions and/or experience with a hybrid of oversight and direct maintenance roles. Detail how each project is the same, or similar to, what is proposed for this Project and specify any significant differences. Detail the outcome for each project, challenges experienced, and how they were overcome. Provide contacts for each project referenced.
- 3) Provide the current status of the referenced project(s) (i.e. in development, in operations, etc.).
- 4) A recent Client List using **Exhibit C-3**, including a detailed description of the size, total dollar value, and specific services provided for each client to which the Proposer provided similar services within the past five (5) calendar years. Specify the name, address, and telephone number

of the individual responsible at the client organization for the supervision of such services. (Include in Proposal Section 6 and note in your response to this item that it has been provided in Proposal Section 6.)

- 5) A copy of the Proposer's audited financial statements for the past two consecutive years as Appendix 1. (Include in Proposal Section 6 and note in your response to this item that it has been provided in Proposal Section 6.) If a Proposer does not produce audited financial statements, the Proposer shall submit any financial statements that it does have (e.g. lines of credit, statements compiled by an outside accounting firm, etc.) and any other information Proposer feels is pertinent in establishing the financial stability of its business/organization. NCTA reserves the right to review other publicly available information with regard to the Proposer's financial stability, as part of the evaluation. If a Proposer has questions about what evidence of the Proposer's financial stability will be acceptable to NCTA, the Proposer should communicate with NCTA as set forth in Part I, Section 2.9 Written Clarifications.
- 6) A detailed statement providing the Proposer background information relative to the following:
 - a. Any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of the Proposer, its officers or directors, or any of its employees or other personnel to provide Services on this Project, of which the Proposer has knowledge or a statement that it is aware of none;
 - b. Any criminal investigation for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against the Proposer of which it has knowledge or a statement it is aware of none;
 - c. Any regulatory sanctions levied against the Proposer or any of its officers, directors or its professional employees expected to provide Services on this Project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
 - d. Any regulatory investigations pending against the Proposer or any of its officers, directors or its professional employees expected to provide Services on this Project by any state or federal regulatory agencies of which the Proposer has knowledge or a statement that there are none;
 - e. Any civil litigation, arbitration, proceeding, or judgments pending against the Proposer during the three (3) years preceding submission of its proposal herein or a statement that there are none.

The Proposer's responses to these requests shall be considered to be continuing representations, and the Proposer's failure to notify NCTA within thirty (30) Calendar Days of any criminal litigation, investigation or proceeding involving the Proposer or its then current officers, directors or persons providing Services under this contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall

also apply to any Subcontractor utilized by Proposer to perform Services under this Agreement.

D. Proposal Section 2: Key Team Qualifications

Provide responses to the items below regarding the Key Team experience. Number and provide the information in the specific format below.

- 1) Identify the following Key Team Personnel on this Project. Please refer to position descriptions in Part III, Section 2.2 Key Personnel.
 - a. Contract Manager
 - b. Facilities Manager
 - c. Vendor Manager
 - d. Administrative Coordinator/Dispatcher
- 2) Describe the experience of each Key Team Member and how it related specifically to this Project. The resources will be available throughout the Term of the Agreement. Any changes in Key Personnel shall be presented in writing to NCTA for review and approval prior to making such changes.
- 3) Provide resumes (not to exceed two (2) pages per team member), for each of the Key Team Members. (Include in Proposal Section 6 and note in your response to this item that it has been provided in Proposal Section 6.)
- 4) Complete the List of Subcontractors Form using **Exhibit C-2** which includes Subcontractor name, address, Work to be performed, and expected percentage of total Work value to be performed. Also complete the RS-2 Form for each Subcontractor as further instructed in Part I, Section 2.20.4 Listing of Subcontractors. Include both the completed list of Subcontractors and the RS-2 Form in Proposal Section 6 and note in your response to this item that they have been provided in Proposal Section 6.

E. Proposal Section 3: Proposed Solution

Provide the following information regarding the Proposer's approach to executing the Scope of Work. Number and provide the information in the specific format provided below.

- 1) Outline approach to each of the following items:
 - a. **Leased Properties (Oversight and Liaison):** A detailed description of the process for acting as a liaison with landlords and providing oversight.
 - b. **Leased Properties, Triple Net Contracts (Oversight and Liaison):** A detailed description of the process for acting as a liaison with landlords and providing oversight and providing Maintenance and Repair Services.
 - c. **Existing Toll Vaults Oversight and Vendor Management - Phase 1:** A plan for managing existing vendors, including how they will approve invoices, monitor performance against SLAs, and conduct performance reviews.

- d. **Toll Vaults Full Maintenance - Phase 2:** A plan for determining the approach to a comprehensive Preventative Maintenance Program as well as a Corrective Maintenance Program. Specific details should be included on how the Proposer will mitigate corrective Service Requests that have potential impacts to Toll Revenue such loss of Power/Generator and HVAC issues.

F. Proposal Section 4: Administrative & Technical Plan

Provide the following information regarding the Proposer's approach to reporting on the Scope of Work. Number and provide the information in the specific format provided below.

- 1) Outline approach to each of the following items:
 - a. **Work Order Management System:** A description of the Proposer's proposed work order management system, including its capabilities for tracking and reporting.
 - b. **Reporting:** A sample of the monthly work order and financial reports that will be provided to NCTA.
 - c. **Staffing Plan:** An organizational chart and a description of the team that will perform all required duties, including qualifications and roles.
 - d. ~~**Financials:** A detailed cost proposal, clearly broken down by each part of the SOW, and an explanation of the pricing model (e.g., fixed fee for oversight, hourly rates or cost plus for full service work).~~

G. Proposal Section 5: Adherence to Part V, Terms & Conditions

- 1) The Proposer must submit its Proposal based on the terms and conditions set out in **Part V**. NCTA may reject any Proposal that is conditioned on the negation of Terms and Conditions set out in **Part V** or to other provisions of the RFP as specifically identified above.
- 2) The Proposer must clearly identify any proposed exceptions to the Terms and Conditions in this Proposal Section 5, which will be considered in accordance with Part I, Section 2.17 Contractual Obligations. The Contractor waives the right to raise new exceptions and alternatives during and after negotiations, however, any details not yet defined in the documents by NCTA may still be negotiated.

H. Proposal Section 6: Forms and Submittals

Proposers shall provide all Proposal forms required to be submitted as part of the RFP in Section 6 of the Proposal, unless otherwise specifically directed. Proposers shall submit properly completed forms that have been provided in **Exhibit C, Forms**. Please refer to **Table IV-2** below for a Technical Proposal Forms and Submittal checklist. The checklist identifies the location of the form or the Submittal requirement in the RFP and where the form or Submittal is to be included in the Proposal.

Proposers shall not modify any of the forms unless specifically instructed by NCTA to do so. Completion of forms will be checked during the initial Pass/Fail screening of the submitted Proposals. Proposals not adhering to this requirement may be considered as non-compliant.

Table IV-2: Technical Proposal Forms and Submittal Checklist

Form #	Form/Submittal Name	Location in RFP	Location of Form/ Submittal in Proposal
Technical Proposal Forms to be Submitted			
C-1	Proposal Cover Sheet	Exhibit C-1	Front of Technical Proposal
C-2	List of Subcontractors and RS-2 Form	Exhibit C-2	Technical Proposal Section 6
C-3	Recent Client List	Exhibit C-3	Technical Proposal Section 6
C-4	Proposer Questions Form	Exhibit C-4	N/A: To be used for submission of Proposer questions to NCTA
C-5	Non-Collusion Forms	Exhibit C-5	Technical Proposal Section 6
C-6	Acknowledgment of Receipt of Addenda	Exhibit C-6	Technical Proposal Section 6
C-7	HUB Supplemental Supplier Information (<i>if applicable</i>)	Exhibit C-7	Technical Proposal Section 6
Other Technical Proposal Submittals			
N/A	Appendix 1: Audited Financial Statements (Two Years)	See Part IV – Section 2.1.C	Technical Proposal Section 6
N/A	Resumes	Section Part IV – Section 2.1. D	Technical Proposal Section 6

2.2. Format of Technical Proposal

1. **Form of Technical Proposal.** Submit Technical Proposals only electronically on a USB flash drive.
 - a. The electronic copy shall be provided in a **searchable (NOT SCANNED)** *.pdf format. These Sections (Cover Letter, Executive Summary, Proposal Sections 1 – 5) shall be combined into a SINGLE *.pdf file and Proposal Section 6 shall be a SEPERATE *.pdf file. Any Proposal Exhibits or information prepared either as graphics or with other programs such as scheduling programs shall be viewable in a *.pdf file without any other software required for Proposal review.
 - b. On a separate USB flash drive, Proposers shall also submit a redacted electronic copy of the Technical Proposal (Proprietary and Confidential Information Excluded). Any proprietary information identified as confidential and proprietary in accordance with G.S. § 132-1.2 and the Terms and Conditions of this RFP, should be excluded.

2. **Number of Copies.** One (1) USB flash drive containing all portions of the Technical Proposal shall be provided and one (1) USB flash drive containing a redacted copy of the Technical Proposal shall be provided. Two (2) USB flash drives in total shall be submitted. Each USB flash drive shall be clearly labeled.
3. **Page Presentation.** Technical Proposal text shall be single-spaced, a minimum of 12-point Times New Roman font. Each page header and/or footer should include the Proposer's name and Technical Proposal section, along with page numbers and date of the Proposal.

NCTA will not be responsible for reviewing portions of proposals with illegible text. Headers and footers may be in different size font from that specified but no less than 9-point font.
4. **Easy to Read and Cross-Reference.** The Proposers need not duplicate or quote in detail from attached reference materials provided that a summary is included in the technical section and a clear and easy means to locate references to the information is provided. The reference shall include the document name, page number(s) in the document, and paragraph numbers(s) or line number(s) where the referenced information is located. Underlining, boxing, highlighting, etc. that will call attention to referenced information in a manner that will assist in locating it is recommended.
5. **Writing Style.** Proposal Documentation should provide an example of what project design documentation will look like. NCTA prefers economy of words, direct writing, active voice, and minimum of marketing superlatives. NCTA also prefers facts and written evidence with references or data that supports Proposers statements or assertions in the document.
6. **Trade Secrets and Confidential Information.** NCTA is a public agency of the State of North Carolina, subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes. NCTA may maintain confidential information, including any designated as trade secrets or otherwise proprietary, only in accordance applicable Federal and State laws or regulations. NCTA, therefore, expects that Proposers will keep confidential information designations to a minimum.

A Proposer, having formed a good faith opinion, upon consultation with legal or other knowledgeable advisors that information submitted may contain a trade secret as defined in G.S. § 66-152 or other information exempted from the North Carolina Public Records Act pursuant to G.S. § 132-1.2, may so designate appropriate portions of its Proposal by marking the top and bottom of pages containing confidential information in boldface type "CONFIDENTIAL." NCTA, however, may serve only as a custodian of information a Proposer deems confidential. NCTA shall not act as an arbiter or defender of any claims related to assertions of confidential information. If a request is made for disclosure of information submitted, or an action is brought to compel NCTA to disclose information marked confidential pursuant to G.S. § 132-1 et seq. NCTA will notify the affected Proposer of such request or action.

In submitting a Proposal in response to this RFP, a Proposer agrees to: (i) defend its assertions of confidentiality by instituting appropriate legal proceedings, at its own expense and through its counsel, or intervening in an action brought against NCTA to compel disclosure, to defend its assertions of confidentiality; and (ii) hold the State and NCTA, and any officials or employees thereof harmless from any and all damages, costs, and attorney's fees awarded against the State and NCTA arising out of any such actions. Nothing in this section shall preclude the State or NCTA from participating in the defense of such actions, at its option and expense through its counsel.

NCTA shall have no liability to a Proposer with respect to the disclosure of any information, including confidential information, subject to an order by a court of competent jurisdiction pursuant to G.S. § 132-9 or any other applicable law.

In accordance with G.S. § 136-28.5, bids and documents submitted in response to an advertisement, or this RFP shall not be public record until the NCTA issues a decision to award or not to award the Contract.

3. Price Proposal Submission Instructions

3.1. Content of Price Proposal

All Proposers shall complete the below form as their Price Proposal submission.

1. **Exhibit B: Pricing Instructions & Forms** in accordance with the instructions outlined within it.
 - a. Any costs for Work that is not provided in the Price Proposal will be assumed as no charge to NCTA.
 - b. Proposers shall not include any assumptions in their Price Proposals. If the Proposer includes assumptions in its Price Proposal, NCTA may reject the Proposal.

3.2. Format of Price Proposal

All Proposers shall submit Price Proposals following the below format.

1. **Form of Price Proposal.** Submit Price Proposals only electronically on a USB flash drive.
 - a. The file format for the electronic copy of the Price Proposal shall be BOTH Microsoft Excel and PDF.
2. **Number of Copies.** One (1) USB flash drive containing the Price Proposal shall be submitted.

Part V. Terms & Conditions

1. Contract Terms and Conditions

1.1. Term of Contract

The term of the Contract shall have an initial base term of five (5) years, beginning on NTP, unless terminated, canceled, or extended as otherwise provided herein.

- At the end of the base Contract term, NCTA shall have the option, in its sole discretion, to extend the Contract on the same terms and conditions for up to a total of two (2) additional three (3) year terms.
- NCTA will give the Contractor written notice of its intent to exercise an extension option no later than sixty (60) Calendar Days before the end of the Contract's then-current term.

NCTA shall fix the Effective Date after the Contract has been fully executed by the Contractor and by NCTA, and all Approvals required by NCTA contracting procedures have been obtained. NCTA shall not be responsible for reimbursing the Contractor for goods provided nor Services rendered prior to the appropriate signatures and the arrival of the Effective Date of the Agreement.

1.2. Payment Terms and Conditions

1. Payment terms are net thirty (30) Calendar Days after receipt of a correct invoice. NCTA is responsible for all payments under the Contract. A "correct" invoice is one that contains an accurate description of the amounts due, is in the Approved format, has no errors, includes all required supporting information including payment Approvals, and meets all other Requirements for invoicing set forth in **Part III, Scope of Work and Requirements**.
2. The Contractor shall invoice NCTA in accordance with the amounts set forth in the Price Proposal.
3. NCTA may exercise any and all rights of set off as permitted in the Set Off Debt Collection Act (Chapter 105A-1 et. seq. of the N.C. General Statutes) and applicable Administrative Rules. Upon Contractor's written request of not less than thirty (30) Calendar Days and Approval by NCTA, NCTA may:
 - a. Forward the Contractor's payment check(s) or other mutually acceptable means directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated in writing by Contractor as a joint payee on the Contractor's payment check(s), however
 - c. In no event shall such Approval and action obligate NCTA to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all Contract obligations.

1.3. Key Performance Indicators and Invoice Adjustments

The Contractor shall track its performance against the Key Performance Indicators (KPIs) shown in **Part III, Scope of Work and Requirements**. The Contractor shall report its performance against the KPIs to NCTA on a monthly basis.

1.3.1. Liquidated Damages (Invoice Adjustments)

Contractor shall be subject to Liquidated Damages, in the form of Invoice Adjustments, for its failure to meet Performance Requirements as provided in **Part III, Scope of Work and Requirements**, Section 4.

1.3.2. Actual Damages

1. The Contractor acknowledges that its performance is critical to NCTA in so much as the Services to be provided pursuant to this Agreement directly involve NCTA's revenue and customer service. The Contractor agrees that the actual damages set forth below are fair and reasonable and shall be incurred by the Contractor in the event of unsatisfactory performance.
2. The Contractor shall reimburse NCTA for any revenue, which NCTA identifies as having been lost due to the fault of the Contractor. NCTA may choose, in its sole discretion, to recover such lost revenue from the Contractor by deducting such amounts from payments otherwise due and owing from NCTA to the Contractor. Lost revenue includes, but is not limited to, such events as Contractor-caused delays in escalation or customer notifications that exceed statutory Requirements; incorrect information being mailed to customers after Contractor QC review processes; employee theft or Contractor is short of funds in its daily reconciliation; incorrect/unnecessary reversal of tolls.
3. The Contractor shall be responsible for any other costs incurred, which are the results of its improper handling of these Services, including such things as special mailings to customers to notify them of a mistake in their monthly statements due to transaction gathering and processing failures and inaccuracies.

1.3.3. Risk of Loss

The Contractor assumes the following distinct and several risks without limitation, whether they arise from acts or omissions (whether negligent or not) of the Contractor or of any of its Subcontractors and suppliers, excepting those risks which arise from negligent acts or omissions of the NCTA:

1. The risk of loss or damage to any property of the NCTA arising out of or alleged to have arisen out of or in connection with the performance of Services pursuant to this Agreement; the risk of loss or damage to any property of the Contractor's agents, employees, and Subcontractors arising out of, or alleged to have arisen out of, or in connection with the performance of Services pursuant to this Agreement.

1.4. Audits and Financial Reporting

1.4.1. Annual Audited Financial Statements

The Contractor shall submit on an annual basis its current audited financial report, financial statements, and any associated notes for the term of the Contract.

1.4.2. Audit and Examination of Records

1. Definition of Records
 - a. Contract Records shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, external hard drive, computer disks, microfilm,

writings, working papers, drafts, computer printouts, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the Contractor's performance of the Contract determined necessary or desirable by the NCTA for any purpose.

- b. Proposal Records shall include, but not be limited to, the Proposal Materials, preliminary design document, any material relating to the determination or application of equipment rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from Subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by the Contractor in determining a price.
2. Pursuant to G.S. § 147-64.7, NCTA, the State Auditor, appropriate Federal officials, and their respective authorized employees or Agents are authorized to examine all books, records, and accounts of the Contractor insofar as they relate to transactions with any department, board, officer, commission, institution, or other authority of the State of North Carolina pursuant to the performance of this Contract or to costs charged to this Contract. Additional audit or reporting Requirements may be required by any authority, if in NCTA's opinion, such requirement is imposed by Federal or State law or regulation. The State Auditor and internal auditors of NCTA may audit the records of the Contractor during and after the term of the Contract to verify accounts and data affecting fees and performance.
3. NCTA reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as herein defined) of the Contractor or any Subcontractor. By submitting a response to the Request for Proposal (RFP), Contractor or any Subcontractor submits to and agrees to comply with the provisions of this section.
4. If NCTA requests access to or review of any Contract Records and Contractor refuses such access or review, Contractor shall be in default under its Contract with NCTA, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension, termination or disqualification of Contractor. These provisions shall not be limited in any manner by the existence of any Contractor claims or pending litigation relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a Subcontractor of another contractor doing Work for NCTA during the period of disqualification or suspension. Disqualification shall mean the Contractor is not eligible for and shall be precluded from doing future Work for NCTA until reinstated by NCTA.
5. Final Audit for Project Closeout: The Contractor shall permit NCTA, at NCTA's option, to perform or have performed an audit of the records of the Contractor and any or all Subcontractors to support the compensation paid the Contractor. The audit will be performed as soon as practical after completion and Acceptance of the contracted Services. In the event funds paid to the Contractor under the Contract are subsequently determined to have been inadvertently paid by NCTA because of accounting errors or charges not in conformity with the Contract, the Contractor agrees that such amounts are due to NCTA upon demand. Final payment to the Contractor shall be adjusted for audit results
6. Contractor shall preserve all Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) completion of the Contract (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Qualification Package Records and Contract Records' status as public records.

1.5. Contractor Cooperation

1. During the course of this Agreement, NCTA may undertake or award other agreements for additional Work, including but not limited to separate agreements with different contractors, vendors and or internal/external agencies related to **Part III, Scope of Work and Requirements**. It is critical that close coordination with interfacing contractors, vendors and/or other agencies as directed by NCTA occurs throughout the term of this Agreement. Contractor shall fully cooperate with NCTA and the parties to all other contracts and carefully integrate and schedule its own Work with said parties.
2. NCTA will expect all contractors to comply with all Requirements, special provisions and other terms and conditions applicable to the Contract(s) at all times during the performance of the Contract(s). In the event of a dispute between contractors, clarifications may be sought from NCTA; provided Contract Terms, conditions or obligations shall remain in effect, excepting in instances wherein a Change Order or other Contract modification is duly executed in writing in accordance with this **Part V, Terms and Conditions**; however, contractors shall engage in all efforts to resolve disputes prior to participation of NCTA and further, such participation by NCTA does not imply or represent a NCTA responsibility for resolution or payment of claims that arise out of a dispute between two contractors.
3. Should problems in coordination with other contractors occur, the Contractor shall make NCTA aware of these problems immediately and shall take steps to address the problems and mitigate any delays or additional costs. Contractor shall not commit or permit any act that will interfere with the performance of Work by any other contractor or by NCTA.
4. Additional Coordination and Cooperation Requirements
 - a. The Contractor shall work closely with NCTA and any other contractors who will be working for NCTA for the purpose of coordinating any activity which may affect both contractors.
 - b. Should problems in coordination with other contractors occur, the Contractor shall make NCTA aware of these problems immediately, and shall take steps to address the problems and mitigate any delays or additional costs. Contractor shall not commit or permit any act that will interfere with the performance of Work by any other contractor or by NCTA.
 - c. The Contractor shall cooperate with all other contractors to avoid any delay or hindrance to the other contractors or forces. NCTA reserves the right to perform other or additional Work (including material sources) at any time, by the use of other forces.
5. Each contractor shall be responsible to the other for all damage to Work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the Work within the time specified for completion.

1.6. Authority of the NCTA Project Manager

1. For purposes of this Contract the Systems Manager is deemed the NCTA Project Manager. The Contractor hereby authorizes the NCTA Project Manager to determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including, without limitation: questions as to the value, acceptability and of the Services; questions as to either party's fulfillment of its obligations under this

Agreement; negligence, fraud or misrepresentation before or subsequent to execution of this Agreement; questions as to the interpretation of **Part III, Scope of Work and Requirements**; and claims for damages, compensation and losses.

2. The NCTA Project Manager shall act as the designated representative of NCTA in all matters relating to this Agreement.
3. The NCTA Project Manager may give orders to the Contractor to do Work that they determine to be necessary for the Contractor to fulfill the Contractor's obligations under this Agreement.
4. If requested by the Contractor, the NCTA Project Manager will promptly provide appropriate explanations and reasons for his determinations and orders hereunder.
5. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the NCTA Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the NCTA Project Manager's determination or order. Orders shall be in writing, unless not practicable, in which event any oral order must be confirmed in writing by the Project Manager as soon thereafter as practicable.

1.7. Order of Precedence

The Contract is subject to the terms and conditions of this solicitation, which, in case of conflict, shall have the following Order of Precedence:

1. Executed Agreement, including RFP, all executed RFP addenda, BAFO (if applicable), and Amendments.
2. **Part III, Scope of Work and Requirements**, including Addenda.
3. **Part V, Terms and Conditions**, including Addenda.
4. Contractor's Proposal, including Exhibits and Appendices.

1.8. Warranties

The Contractor warrants that all Services shall be performed in a high-quality, professional manner by qualified and skilled personnel in compliance with NCTA's Requirements as set forth in **Part III, Scope of Work and Requirements**. In the event NCTA determines that any Services do not conform to the foregoing warranty, NCTA shall be entitled to elect one of the following remedies: (i) revision of the Services by the Contractor until NCTA deems them to be in conformity with the warranty in this section, at no charge to NCTA; (ii) refund from the Contractor for all fees paid in connection with the Services, which NCTA deems were not as warranted, subject to the provisions of **Part V, Terms and Conditions**, such that the Contractor is not required to refund fees for non-provision of Services for which Liquidated Damages have been assessed, (iii) reimbursement by the Contractor for NCTA's costs and expenses incurred in having the Services re-performed by NCTA or someone other than the Contractor. Notwithstanding the foregoing, nothing in this Section shall be construed to limit NCTA's rights pursuant to **Part V, Terms and Conditions**, Section 2.5.2 Termination for Cause.

2. Contract Changes and Termination

2.1. General

The following Contract changes are allowable within the scope of this Contract:

1. Change Orders – The NCTA anticipates issuing Change Orders for Work required to modify, enhance or otherwise improve the facilities Services associated with NCTA’s program.
2. Extra Work Orders – The NCTA anticipates issuing Extra Work Orders to address variances in the specifications or **Part III, Scope of Work and Requirements** beyond that of the Approved Operational Concept and for which there is no appropriate pay item or category. Extra Work Orders will be issued within the sole discretion of the NCTA, and such additional Work may be subject to a new competitive procurement as deemed to be in the best interest of the NCTA.
3. Task Orders – The NCTA anticipates issuing Task Orders for Work required to enhance ongoing Services in accordance with labor rates proposed and set forth in the Price Proposal.

2.2. Change Orders

1. NCTA may elect to have the Contractor perform the Change Order Work. In this case, the Contractor shall provide a detailed Operational Proposal and Price Proposal for the order, and await Approval and Notice to Proceed from NCTA before incurring any expenses for which the Contractor expects reimbursement.

2.3. Extra Work Orders

An Extra Work Order will ONLY be a change in the Scope of Work and Requirements requiring different operational services than that covered by the existing Contract or a change to a Contract Term and condition with an impact. Some examples include:

1. Large-scale changes the Contractor’s Scope of Work;
2. Changes to insurance or legal Requirements.

2.4. Task Orders

The Task Order process may be utilized by NCTA to request services from the Contractor to assist the NCTA with specific tasks or services related to the operations. Prices for Task Orders shall be prepared in accordance with the hourly labor rates contained in the applicable operations staffing price sheets. While NCTA makes no guarantee that Task Order Work will be requested, the Contractor should be prepared to provide assistance and support to NCTA for tasks that may include but not be limited to:

1. Temporary changes in approved operational procedures materially impacting staffing or processes;
2. Attendance, participation, and/or representation at meetings outside of the Work described in this RFP;
3. Assistance and support related to tasks directly related to toll collection such as expanded Interoperability Work efforts, and;

4. Additional or temporary staffing needed to assist NCTA with special projects.

2.5. Contract Termination

2.5.1. Termination General Requirements

1. The NCTA may terminate the Contract(s), in whole or in part, for default subject to the default provisions set forth below.
2. Any required Notices of termination made under this Contract shall be transmitted via U.S. Mail, Certified Return Receipt Requested, or personal delivery to the Contractor's contract administrator. The period of Notice for termination shall begin on the day the return receipt is signed and dated or upon personal delivery to the Contractor(s) contract administrator.
3. The parties may mutually terminate this Contract by written agreement at any time.
4. NCTA may terminate this Contract, in whole or in part, pursuant to the Terms and Conditions in the Solicitation Documents.

2.5.2. Termination for Cause

In the event any Services furnished by the Contractor during performance of any Contract Term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written Notice thereof to Contractor, the NCTA may cancel and procure the Work or Services from other sources; holding Contractor liable for any excess costs occasioned thereby. The rights and remedies of NCTA provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. The Contractor shall not be relieved of liability to NCTA for damages sustained by NCTA arising from Contractor's breach of this Contract; and the NCTA may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary bankruptcy or receivership by Contractor shall be cause for termination.

2.5.3. Termination for Convenience Without Cause

The NCTA may terminate the Contract(s) without cause, in whole or in part by giving ninety (90) Calendar Days prior Notice in writing to the Contractor. The Contractor shall be entitled to sums due as compensation for Deliverables provided and Services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the NCTA, the NCTA will pay for all Work performed and products delivered in conformance with the Contract up to the date of termination. This is an incidental item within **Part III, Scope of Work and Requirements**, but without separate compensation.

2.6. End of Contract Transition

The Contractor acknowledges that the Services it provides under the terms of the Contract are vital to the successful operation of the NCTA program, and that said Services shall be continued without interruption. In the event that this Agreement is terminated for convenience or default or upon the Agreement completion date or expiration of the Agreement Term or any extensions thereof, the Contractor shall cooperate with NCTA to facilitate a smooth succession to the NCTA's selected successor for the Services, whether the successor is NCTA or a third-party. Costs for such End of Contract Transition are included in the current Contract, and the Contractor shall perform such Work without additional compensation.

The Contractor acknowledges that the Services provided under the terms of this Contract are vital to the successful operation of NCTA's program, and that said Services shall be continued without interruption. If NCTA determines that additional Services by Contractor are necessary after the expiration of the Contract to facilitate a smooth succession, the Contractor must also provide for up to six (6) months after the expiration or cancellation of the Agreement additional transition assistance requested by NCTA, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of the Agreement, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. If additional Services are required and requested by NCTA, the State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Agreement for Contract performance. If the State cancels the Agreement for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said cancellation.

3. General Terms and Conditions

3.1. Personnel

1. Unless otherwise provided by NCTA, the Contractor shall furnish all necessary personnel, Services, and otherwise perform all acts, duties and responsibilities necessary or incidental to the accomplishment of the tasks specified in the Agreement. Contractor shall be legally and financially responsible for its personnel including, but not limited to, any deductions for social security and other withholding taxes required by state or federal law. Contractor shall be solely responsible for acquiring any equipment, furniture, and office space not furnished by the NCTA necessary for Contractor to comply with the Contract. Contractor personnel shall comply with any applicable State facilities or other security rules and regulations.

3.2. Subcontracting

The Contractor may subcontract the performance of required Services with other contractors or third-parties, or change Subcontractors, only with the prior written consent of NCTA. Contractor shall provide NCTA with complete copies of any agreements made by and between Contractor and all Subcontractors. The Contractor remains solely responsible for the performance of its Subcontractors. Subcontractors, if any, shall adhere to the same standards required of the Contractor. Any contracts made by the Contractor with a Subcontractor shall include an affirmative statement that NCTA is an intended third-party beneficiary of the contract; that the Subcontractor has no agreement with NCTA; and that NCTA shall be indemnified by the Contractor for any claim presented by the Subcontractor. Notwithstanding any other term herein, Contractor shall timely exercise its contractual remedies against any non-performing Subcontractor and, when appropriate, substitute another Subcontractor.

3.3. Contractor's Representation

1. Contractor warrants that qualified personnel shall provide Services in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and

competence consistent with the prevailing business standards in the information technology industry. Contractor agrees that it will not enter into any agreement with a third-party that might abridge any rights of NCTA under this Contract. Contractor will serve as the prime Contractor under this Contract. Should NCTA approve any Subcontractor(s), the Contractor shall be legally responsible for the performance and payment of the Subcontractor(s). Names of any third-party contractors or Subcontractors of Contractor may appear for purposes of convenience in Contract Documents; and shall not limit Contractor's obligations hereunder. Third-party Subcontractors, if approved, may serve as Subcontractors to Contractor. Contractor will retain executive representation for functional and technical expertise as needed in order to incorporate any Work by third-party Subcontractor(s).

2. Inherent Services. If any Services, functions, or responsibilities not specifically described in this Contract are required for Contractor's proper performance, provision and delivery of the Services and other Deliverables pursuant to this Contract, or are an inherent part of or necessary sub-task included within the Services, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services.
3. Contractor warrants that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Contractor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Contractor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any Contract, or order by any court of competent jurisdiction.

3.4. STATE PROPERTY & INTANGIBLE RIGHTS

The parties acknowledge and agree that NCTA shall own all right, title and interest in and to the copyright in any and all software, technical information, specifications, drawings, records, documentation, data and other Work products first originated and prepared by the Contractor for delivery to the State (the "Deliverables"). To the extent that any Contractor Technology is contained in any of the Deliverables, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Contractor Technology in connection with the Deliverables for NCTA's internal business purposes. Contractor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative Works thereof, or other Work products provided by NCTA to the Contractor. NCTA hereby grants Contractor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to non-confidential Deliverables first originated and prepared by the Contractor for delivery to NCTA.

3.5. Other General Provisions

3.5.1. Prohibition Against Contingent Fees and Gratuities

1. Contractor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Contractor further warrants that no commission or other payment was or will be received from or paid to any third-party contingent on the award of any contract by the State, except

as shall be expressly communicated to NCTA in writing prior to Acceptance of the Contract or award in question. Each individual signing below warrants that he or she is duly authorized by their respective Party to sign this Contract and bind the Party to the terms and conditions of this Contract. Contractor and their authorized signatory further warrant that no officer or employee of the State has any direct or indirect financial or personal beneficial interest,

in the subject matter of this Contract; obligation or contract for future award of compensation as an inducement or consideration for making this Contract. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the bidder(s) or Contractor(s) as permitted by State or Federal law.

2. Gift Ban - By Executive Order 24, issued by Governor Perdue, and G.S. § 133-32, it is unlawful for any vendor or contractor (i.e., architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, Subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's cabinet agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who: (a) have a contract with a governmental agency; or (b) have performed under such a contract within the past year; or (c) anticipate bidding on such a contract in the future. For additional information regarding the specific Requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. § 133-32.

3.5.2. Equal Employment Opportunity

Contractor shall comply with all Federal and State Requirements concerning fair employment and employment of the disabled and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical disability.

3.5.3. Inspection at Contractor's Site

NCTA reserves the right to inspect, during Contractor's regular business hours at a reasonable time, upon Notice of not less than two (2) weeks, and at its own expense, the prospective Deliverables comprising equipment or other tangible goods, or the plant or other physical facilities of a prospective Contractor prior to Contract award, and during the Contract Term as necessary or proper to ensure conformance with the specifications/Requirements and their adequacy and suitability for the proper and effective performance of the Contract.

3.5.4. Advertising / Press Release

The Contractor absolutely shall not publicly disseminate any information concerning the Contract without prior written Approval from the State or its Agent. For the purpose of this provision of the Contract, the Agent is the NCTA Contract Administrator unless otherwise named in the solicitation documents.

3.5.5. Confidentiality

To promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in G.S. § 132-1 et. seq. Such information may

include trade secrets defined by G.S. § 66-152 and other information exempted from the Public Records Act pursuant to G.S. § 132-1.2. Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "CONFIDENTIAL". By so marking any page, the Contractor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the Requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential. The State may serve as custodian of Contractor's confidential information and not as an arbiter of claims against Contractor's assertion of confidentiality. If an action is brought pursuant to G.S. § 132-9 to compel the State to disclose information marked confidential, the Contractor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Contractor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State agrees to promptly notify the Contractor in writing of any action seeking to compel the disclosure of Contractor's confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Contractor with respect to the disclosure of Contractor's confidential information ordered by a court of competent jurisdiction pursuant to G.S. § 132-9 or other applicable law.

- a. Care of Information: Contractor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from the State or NCTA during performance of any contractual obligation from loss, destruction or erasure.
- b. The State may exercise its rights as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon the Office of Information Technology Services or the N.C. Department of Revenue pursuant to future statutory or regulatory Requirements.
- c. Contractor shall protect the confidentiality of all information, data, instruments, studies, reports, records and other materials provided to it by NCTA or maintained or created in accordance with this Contract. No such information, data, instruments, studies, reports, records and other materials in the possession of Contractor shall be disclosed in any form without the prior written consent of the NCTA. Contractor will have written policies governing access to and duplication and dissemination of all such information, data, instruments, studies, reports, records and other materials.

3.5.6. Assignment

Contractor may not assign this Contract or its obligations hereunder except as permitted by this paragraph. Contractor shall provide reasonable Notice of not less than thirty (30) Calendar Days prior to any consolidation, acquisition, or merger. Any assignee shall affirm this Contract atoning to the terms and conditions agreed, and that Contractor shall affirm that the assignee is fully capable of performing all obligations of Contractor under this Contract. An assignment may be made, if at all, in writing by the Contractor, Assignee and the State setting forth the foregoing obligation of Contractor and Assignee.

3.5.7. Insurance Coverage

During the term of the Contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the coverage and limits, as set forth in **Part I, Administrative**, Section 2.22, Insurance Requirements.

3.5.8. Dispute Resolution

In the event of any dispute whatsoever arising out of or relating to the Contract Documents, the Work or the Project, the disputing party must furnish a written Notice to the other party, setting forth in detail the dispute. Such Notice must be addressed to the other party's Project Manager. Within five (5) Business Days after the receipt of the Notice by the receiving Project Manager, the two Project Managers shall meet in NCTA's offices to attempt to resolve the dispute. If the Project Managers cannot resolve the dispute then, within fourteen (14) Calendar Days after the date of written Notice by either Project Manager to the Executive Director of NCTA and the Project Principal, the Executive Director of NCTA and the Project Principal shall meet in NCTA's offices to attempt to resolve the dispute. If the Executive Director of NCTA and the Project Principal cannot resolve the dispute or otherwise agree to extend the time within which to attempt to resolve the dispute, then either Party may pursue those remedies as allowed under this Contract.

3.5.9. Default

1. In the event any Services furnished by the Contractor during performance of any Contract Term fails to conform to any material requirement of the Contract specifications, Notice of the failure is provided by NCTA, and the failure is not cured within ten (10) Business Days, or Contractor fails to meet the Requirements herein, NCTA may cancel; holding Contractor liable for any excess costs occasioned thereby, subject only to the limitations provided in the Contract and the obligation to informally resolve disputes as provided in these Terms and Conditions. Default may be cause for debarment. NCTA reserves the right to require performance guaranties from the Contractor without expense to the State. The rights and remedies of NCTA provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. NCTA allows for ten (10) Business Days to rectify a problem and thirty (30) Calendar Days to cure a termination.
2. If Contractor fails to deliver or provide correct Services within the time required by this Contract, NCTA may provide written Notice of said failure to Contractor, and by such Notice may require payment of a penalty.
3. Contractor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Contractor's offer documents that prove erroneous or are otherwise invalid.
4. Should NCTA fail to perform any of its obligations upon which Contractor's performance is conditioned, Contractor shall not be in default for any delay, cost increase or other consequences due to NCTA's failure. Any deadline that is affected by any such failure in assumptions or performance by NCTA shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.
5. Contractor shall provide a Plan to cure any default or delay if requested by NCTA. The Plan shall state the nature of the default, the time required for cure, any mitigating factors causing or tending to

cause the default, and such other information as the Contractor may deem necessary or proper to provide.

3.5.10. Waiver of Default

Waiver by either party of any default or breach by the other Party shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification or novation of the terms of this Contract, unless so stated in a writing and signed by authorized representatives of NCTA and the Contractor and made as an Amendment in accordance with the terms of this Contract.

3.5.11. Limitation of Contractor's Liability

1. The Contractor's liability for damages to NCTA for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to two times the value of the Contract.
2. The foregoing limitation of liability shall not apply to the payment of costs and damage awards for claims covered by other specific provisions calling for Liquidated Damages or specifying a different limit of liability to claims for injury to persons or damage to property caused by Contractor's negligence or willful or wanton conduct or for claims for losses relating to the loss of, unauthorized access to, or unauthorized disclosure of data. This limitation of liability does not apply to the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract.

3.5.12. Contractor's Liability for Injury to persons or Damage to Property

1. The Contractor shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of NCTA, employees of NCTA, persons designated by NCTA for training, or person(s) other than Agents or employees of the Contractor, designated by NCTA for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at NCTA's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
2. The Contractor agrees to indemnify, defend and hold NCTA and the State and its Officers, employees, Agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, accruing or resulting to any other person, firm or corporation furnishing or supplying Work, Services, materials or supplies in connection with the performance of this Contract, whether tangible or intangible, arising out of the ordinary negligence, willful or wanton negligence, or intentional acts of the Contractor, its officers, employees, agents, assigns or Subcontractors, in the performance of this Contract.
3. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor.

3.5.13. General Indemnity

1. The Contractor shall hold and save NCTA, its officers, Agents and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, as normally construed, accruing or resulting to any other person, firm or corporation furnishing or supplying Work, Services, materials or supplies in connection with the performance of this Contract. The foregoing indemnification and defense by the Contractor shall be conditioned upon the following:

- a. NCTA shall give Contractor written Notice within thirty (30) Calendar Days after it has actual knowledge of any such claim(s) or action(s) filed; and
- b. The Contractor shall have the sole control of the defense of any such claim(s) or action(s) filed and of all negotiations relating to settlement or compromise thereof, provided, however, that NCTA shall have the option to participate at their own expense in the defense of such claim(s) or action(s) filed.

3.5.14. Changes

The Contract is awarded subject to the provision of the specified Services. Any changes made to the Contract proposed by the Contractor are hereby rejected unless accepted in writing by NCTA. NCTA shall not be responsible for Services provided other than those specified in the Contract.

3.5.15. Time is of the Essence

Time is of the essence in the performance of this Contract. Contractor and NCTA will mutually develop and agree to a schedule of implementation, operation, etc. Contractor and Subcontractors will be required to adhere to the Approved schedule.

3.5.16. Independent Contractors

Contractor and its employees, officers and executives, and Subcontractors, if any, shall be independent Contractors and not employees or Agents of the State. This Contract shall not operate as a joint venture, partnership, trust, authority or any other business relationship.

3.5.17. Notices

Any Notices required under this Contract shall be delivered to the Contractor or NCTA be delivered in writing by U.S. Mail, Commercial Courier or by hand, unless otherwise specified in the Solicitation Documents.

3.5.18. Titles and Headings

Titles and Headings in this Contract are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.

3.5.19. Amendment

This Contract may not be amended orally or by performance. Any Amendment must be made in written form and signed by duly authorized representatives of NCTA and Contractor in conformance with Contract Requirements.

3.5.20. Taxes

The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Contractor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for Federal or State taxes. Evidence of such additional exemptions or exclusions may be provided to Contractor by Agencies, as applicable, during the term of this Contract. Applicable State or local sales taxes shall be invoiced as a separate item and not included in the Price Proposal.

3.5.21. Governing Laws, Jurisdiction and Venue

1. This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Contract or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Contractor agrees and submits, solely for matters relating to this Contract, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.
2. Except to the extent the provisions of the Contract are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern this Contract. To the extent the Contract entails both the supply of "goods" and "Services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such Services as "goods" would result in a clearly unreasonable interpretation.

3.5.22. 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. Force Majeure events shall not otherwise limit NCTA's rights to enforce contracts.

3.5.23. Compliance with Laws

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing Requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

3.5.24. Severability

In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and Requirements of this Contract shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statute, including statutes of repose or limitation.

3.5.25. Ineligible Contractors

As provided in G.S. § 147-86.59 and G.S. § 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. § 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. § 147-86.81. A contract or subcontract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void ab initio.

3.5.26. Availability of Funds

Any and all payments to Contractor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to NCTA for the purposes set forth in this Contract. If this Contract is funded in whole or in part by Federal funds, the Agency's performance and payment shall be subject to and contingent upon the continuing availability of said Federal funds for the purposes of the Contract. If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is expressly contingent upon the appropriation, allocation and availability of funds by the N.C. Legislature for the purposes set forth in the Contract. If funds to effect payment are not available, the Agency will provide written notification to Contractor. If the Contract is terminated under this paragraph, Contractor agrees to take back any affected Deliverables and Software not yet delivered under this Contract, terminate any Services supplied to the Agency under this Contract, and relieve NCTA of any further obligation thereof. The State shall remit payment for Deliverables and Services accepted prior to the date of the aforesaid Notice in conformance with the payment terms.

3.5.27. E-Verify

Pursuant to G.S. § 143-133.3, the State shall not enter into a contract unless the awarded Contractor and each of its Subcontractors comply with the E-Verify Requirements of N.C. General Statutes, Chapter 64, Article 2. Contractors are directed to review the foregoing laws. Any awarded Contractor must submit a certification of compliance with E-Verify to the awarding agency, and on a periodic basis thereafter as may be required by the State.

3.5.28. Historically Underutilized Businesses

Pursuant to N.C.G.S. §§ 143-48 and 143-128.4 and any applicable Executive Order, the State of North Carolina and NCTA invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. Additional information may be found at: <http://ncadmin.nc.gov/businesses/hub/>.

3.5.29. No Waiver

Notwithstanding any other language or provision in the Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to NCTA under applicable law. The waiver by NCTA of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

3.5.30. Entire Agreement

1. This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Contractor's Proposal Documents are incorporated herein by reference as though set forth verbatim.
2. All promises, Requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

3.5.31. Sovereign Immunity

Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the NCTA under applicable law.