Request for Proposal (RFP) 06-GRD-2021
Lawn Care & Grounds Maintenance Services

Deadline for submissions:
July 2, 2021 by 3:00PM (EST)
Summary

The Piedmont Authority for Regional Transportation (PART) is requesting proposals from qualified companies to provide grounds maintenance services for the Coble Transportation Center (CTC), PART administration building, old transportation bus hub and various Park & Ride Lots. The scope of work consists of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, safety equipment and incidentals to provide complete landscaping and grounds maintenance services as provided herein. The selected contractor shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable in performing the work.

RFP Schedule

<table>
<thead>
<tr>
<th>Activity</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP</td>
<td>May 24, 2021</td>
</tr>
<tr>
<td>Pre-proposal Meeting – In person and Virtual</td>
<td>June 3, 2021</td>
</tr>
<tr>
<td>Deadline to Submit Questions</td>
<td>June 21, 2021</td>
</tr>
<tr>
<td>Proposal Submission Due</td>
<td>July 2, 2021</td>
</tr>
<tr>
<td>Notification of Award</td>
<td>July 23, 2021</td>
</tr>
<tr>
<td>Contract Begins</td>
<td>August 1, 2021</td>
</tr>
</tbody>
</table>

Vendors are encouraged to attend the Pre-proposal Meeting on June 3, 2021 at 2:00PM at PART’s administration facility (107 Arrow Rd. Greensboro) to review site locations and specific maintenance requirements. Those planning to participate should confirm with Beth Lancaster at bethl@partnc.org prior to the meeting for in-person attendance or GoTo meeting link for virtual connection. Vendors should also visit the work sites to familiarize themselves with all the existing conditions that may affect the work involved. PART’s Facility Operations Specialist is also available to meet the vendors at the work sites. To schedule a site visit, please contact Gary House, PART Facility Operations Specialist by email at: GHouse@partnc.org or by calling 336-291-4332.

Any questions and/or clarifications should be submitted to Beth Lancaster by email at: bethl@partnc.org, no later than June 21, 2021. Responses will be shared with all contractors included in this solicitation and posted on the PART website for this RFP solicitation.

Bid proposals must be clearly marked on the outside of the package referencing: RFP# 06-GRD-2021. Responses should be signed by an official authorized to bind the Contractor to the provisions given in the Scope of Work (SOW). Responses will remain valid for at least 60 days. Proposal submissions are due July 2, 2021 by 3:00PM (EST).

A fully complete hard copy response to this RFP must be delivered to: Name: Beth Lancaster, PART Grants & Procurement Specialist Address: 107 Arrow Road, Greensboro, North Carolina 27409

Responses received after the date and time stated in the RFP will not be accepted and shall be returned unopened to the Contractor. Responses received at any other location than the aforementioned or after submission date and time shall be deemed non-responsive.
Scope of Work and Other Requirements

The contractor shall provide all labor, machinery, tools, means of transportation, supplies, equipment, materials, safety equipment and incidentals to provide complete landscaping and grounds maintenance services for seventeen (17) PART locations. **Contractors may bid on one or more locations.** The scope of work is provided below.

**Year-Round (every week)**

- Removal of litter and debris from turf, planter beds, fence lines and street curbs
- Empty trash cans at this location: Graham Park & Ride Lot and the Old Bus Hub (Regional Rd)

**Spring/Summer (every two weeks)**

- Lawnmowing (height 2.5” to 3”)
- Mow/trim around retention ponds and clear any debris on surface
- Trim around all fixed objects including buildings, fences, signs and trees
- Parking lots and sidewalks should be power blown and free from debris
- Removal of litter and debris from turf, planter beds, fence lines and street curbs
- Maintain bed configurations: maintain trenched edge, prevent/remove weeds (chemical spraying)
- Spray walkway sidewalks and parking lots with contact herbicide to eliminate weed growth in and around areas without damaging surrounding turf and plants

**Fall/Winter Maintenance (every two weeks)**

- Lawnmowing and trimming (until seasonal growth has ended)
- Parking lots and sidewalks should be power blown and free from debris
- Removal of litter and debris from turf, planter beds, fence lines and street curbs
- Prune tree branches (4 ft from ground), remove dead/dying branches, maintain shapes and trim shrubs
- Aerating, seeding and fertilizing (at PART’s request); Contractor will be reimbursed for supplies

**Exception to Maintenance Schedule**

The below Park and Ride Lots are not being serviced by PART Express bus service and the properties are scheduled for disposition. For that reason, PART will require maintenance every three weeks. Lawnmowing, trash/debris removal and other services identified above are still required year-round but on a three-week schedule.

- Mocksville
- North Lexington
- Asbury Church Rd
- Archdale

**Additional Services**

PART may request additional services outside of the ground maintenance services shown above. These services will be paid in addition to the monthly maintenance costs based on the contractors’ price (shown in Attachment A) plus any necessary supplies and materials.
• Mulch Application: All lots will require at least one hardwood mulch or pine straw application each year. PART will provide instructions on which application will go to a specific lot and at what time of year.
• Snow Removal: Contractor must be prepared to mobilize at any time of the day or night to respond to forecasted snow and/or ice removal. Contractor must respond to PART requests within four (4) hours.
• Fence Repair: Periodic damage and/or decay may need repair.
• Pressure Washing: Surface clean buildings, fences, sidewalks and other amenities.

Equipment
The contractor’s equipment must be in good working condition and suitable for performing the work required. Trucks, mowing equipment, snow removal equipment, string trimmers, blowers, hand tools, pesticide and chemical weed control sprayers, and other necessary equipment and supplies to perform the work as outlined herein must be in the contractor’s inventory or available by formal agreement at the time of contract award.

Working Hours
There are no standard hours specified for the contract however weekend work may be necessary at many locations. This is also typical when the least number of cars are utilizing the Park & Ride lots. It may be necessary to pre-schedule certain types of work at many locations. An example would be snow removal during winter months.

PART expects the vendor to service a location on a regular schedule preferably the same days every other week (for example, 2nd and 4th Saturdays of each month). In the event that Contractor is unable, for whatever reason, to maintain maintenance schedule (i.e. poor weather conditions, etc.), the Contractor must inform PART’s Field Operations Specialist of intent to make up the service within 72 hours.

Communication with PART Staff
Open communication is critical to the successful performance of this contract. Contractors are required to respond to communications from the PART Field Operations Specialist within 24 hours. If the contractor fails to respond, there will be a warning given and more than three (3) warnings may result in contract termination.

Site Locations/Lot Size
(Refer to Attachment 4 for aerial views of sites)

<table>
<thead>
<tr>
<th>Lot#</th>
<th>Park &amp; Ride Lot</th>
<th>Address</th>
<th>Lot Size (Square Feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Thomasville</td>
<td>Hwy, 109 &amp; W. Cooksey Drive, Thomasville, NC</td>
<td>13,270</td>
</tr>
<tr>
<td>2</td>
<td>North Lexington</td>
<td>North Lexington, behind Walgreens at the intersection of Hwy 64 and Forest Hill Road, North Lexington, NC</td>
<td>51,848</td>
</tr>
<tr>
<td>3</td>
<td>South Lexington</td>
<td>274 Hargrave Road, Lexington, NC</td>
<td>23,785</td>
</tr>
<tr>
<td>4</td>
<td>Mocksville</td>
<td>Hwy. 601 at Boyce Dr. Near Walmart, Mocksville, NC</td>
<td>41,551</td>
</tr>
<tr>
<td>5</td>
<td>King</td>
<td>S. Main St. &amp; Newsome Road, King, NC</td>
<td>27,928</td>
</tr>
</tbody>
</table>
Lot# | Park & Ride Lot | Address | Lot Size (Square Feet)
--- | --- | --- | ---
6 | Mt. Airy | US 52/Andy Griffith Pkwy & Carter St., Mount Airy, NC | 83,294
7 | Pilot Mountain # 1 | 104 Golf Course Road, Pilot Mountain, NC | 25,010
8 | Pilot Mountain # 2 | 671 Key St., Pilot Mountain, NC | 33,229
9 | Asbury Church Rd | 1513 Asbury Church Road, Yadkin County, NC | 52,861
10 | Yadkinville | US 601 Off US 421, Yadkin County, NC | 37,150
11 | Graham | 820 S. Main St., Graham, NC | 27,611
12 | Old Bus Hub | 602 S. Regional Road, Greensboro, NC | 3,500
13 | Archdale | Aldridge Road & S. Main St., Archdale, NC | 28,030
14 | South Asheboro | McDowell St. and Industrial Drive, Asheboro, NC | 16,452
15 | North Asheboro | N. Fayetteville St. and Balfour St., North Asheboro, NC | 56,263
16 | CTC Facility | 8310 W. Market St., Greensboro, NC | 18,961
17 | Admin. Facility | 107 Arrow Road, Greensboro, NC | 13,720

**Contract & Payment Terms**

PART intends to contract for a one (1) year period beginning August 1, 2021 and ending July 31, 2022. PART reserves the right to renew the agreement for three (3) additional one-year terms contingent upon the contractor performance and PART mutually agreeing on the terms of extension. Furthermore, PART reserves the right to extend the contract term on a month-to-month basis, not to exceed six (6) months upon the expiration of the initial term of year one or subsequent years 2, 3 and 4.

The following documents are **NOT** required to be included in the Vendor’s proposal. **However**, the Contractor **must** be able to provide the following prior to execution of the contract:
- Certificate of Liability Insurance and Workman’s Compensation
- Completed W-9 Form
- ACH Authorization Form

Contractor payments are processed on a monthly basis. PART’s Field Operations Specialist will inspect the sites prior to approval of payment requests. If any deficiencies are noted, the contractor will be notified and asked to remedy the issue(s) within 48 hours. Payment will not be processed until the work is completed to his satisfaction.
Submittal Requirements

Submissions that do not include each of the requirements listed below will not be considered responsive.

1. Overview of the contractor (years in business, etc) and any subcontractors
2. References from at least three current or past clients
3. Signed Statement of Qualifications (Attachment 1)
4. Price/Fee to perform the services (Attachment 2)
5. Service schedule days for each location (Attachment 2)

PART reserves the right to award separate contracts to multiple bidders. Contract(s) will be awarded to the most responsive, responsible, and most qualified bidder(s). PART reserves the right to reject all bids.

Evaluation of Proposals

Proposals will be evaluated by PART using the following criteria of Weighted Factor:

<table>
<thead>
<tr>
<th>Factor</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Years of Company business license experience/subcontractors &amp; references</td>
<td>25</td>
</tr>
<tr>
<td>Understanding Scope of Work/Service schedule and complete submission of required documents</td>
<td>25</td>
</tr>
<tr>
<td>Proposed Fee</td>
<td>35</td>
</tr>
<tr>
<td>DBE/MBE/WBE/HUB Participation</td>
<td>15</td>
</tr>
</tbody>
</table>

Protest Procedures

This section describes the policies and procedures governing the receipt and resolution of vendor protests in connection with this Request for Proposal (RFP).

The procedure shall be as follows:

a. Pre-Proposal Protests – All protests concerning solicitation specifications, criteria and/or procedures shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the PART Executive Director as specified below not later than 10 business days prior to the deadline for submission of bids/proposals.

The PART Executive Director may, within his or her discretion, postpone the deadline for submission of bids/proposals, but in any case, shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by the PART Executive Director as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by the PART Executive Director shall be the final agency decision on the matter but shall be subject to judicial review as set forth by FTA below.
b. Pre-Award Protests – With respect to protests made after the deadline for submission of bids/proposals but before contract award by PART, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the bids/proposals evaluation and award process, PART’s failure to have or follow its protest procedures or its failure to review a complaint or protest. Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the PART Executive Director as specified below not later than five (5) business days after the Recommendation for Contract Award announcement by PART.

The PART Executive Director may, within his or her discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that PART shall announce the contract award. The decision by the PART Executive Director shall be the final agency decision on the matter but shall be subject to judicial review as set forth or review by FTA as specified below.

c. Requirements for Protests – All protests must be submitted to PART in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor, be signed by the Protestor, and be notarized. The protest must also include a mailing address to which a response should be sent. Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by PART.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to:

PART Executive Director
Piedmont Authority for Regional Transportation
107 Arrow Road,
Greensboro, NC 27409
E-mail: scottr@partnc.org
Fax: 336-662-9253

d. Protest Response - The PART Executive Director shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, PART will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official PART response to the protest and PART will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

e. Review of Protests by FTA – All protests involving contracts financed with federal assistance shall be disclosed to the FTA in accordance with FTA Circular 4220.1F. Protesters shall exhaust all administrative remedies with PART prior to pursuing protests with FTA. FTA limits its reviews of protests to: a grantee’s failure to have or follow its
protest procedures; a grantee’s failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation. Appeals to FTA must be received by the cognizant FTA regional or headquarters office within five (5) working days of the date the Protester has received actual or constructive notice of PART’s final decision or within five (5) working days of the date the Protester has identified other grounds for appeal to FTA.

PART is an Equal Opportunity/Affirmative Action Employer that does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services.
ATTACHMENT 1
Statement of Qualifications (SOQ)

I certify that all information contained in this SOQ is true; and I further certify that this SOQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a SOQ for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions detailed within the solicitation document, local/state/federal compliances, and details of the SOQ; and certify that I am authorized to sign for the contracting firm.

Firm’s Name: _______________________________________________________________

Principal Business Address: ________________________________________________
_________________________________________________________________________

Telephone: ________________________ Cell: _________________________________

E-mail address: ________________________________ @______________________________

Name: __________________________________________

Title: __________________________________________

Authorized Signature: __________________________

Date: __________________________
### ATTACHMENT 2
Price Proposal Format

<table>
<thead>
<tr>
<th>Lot #</th>
<th>Park &amp; Ride Lot</th>
<th>Monthly Price/Fee</th>
<th>Service Schedule Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Thomasville</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>North Lexington</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>South Lexington</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Mocksville</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>King</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Mt. Airy</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Pilot Mountain # 1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Pilot Mountain # 2</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Asbury Church Rd</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Yadkinville</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Graham</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Old Bus Hub</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Archdale</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>South Asheboro</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>North Asheboro</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>CTC Facility</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Admin. Facility</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Monthly Cost</td>
<td>$</td>
<td>N/A</td>
</tr>
</tbody>
</table>

List the rate for As-Needed Services per unit

<table>
<thead>
<tr>
<th>As-Needed Service</th>
<th>Rate (per hour)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mulch (rate per man hour) Excluding Supplies</td>
<td></td>
</tr>
<tr>
<td>Snow Removal (rate per man hour)</td>
<td></td>
</tr>
<tr>
<td>Fence repair &amp; cleaning (rate per man hour) Excluding Supplies</td>
<td></td>
</tr>
<tr>
<td>Pressure Washing (rate per man hour) Includes Supplies</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT 3
Federal Contract Clauses

The Piedmont Authority for Regional Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders/proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The following documents should be reviewed and must be signed and returned with your project proposal.

FEDERAL TRANSIT ADMINISTRATION

Federally Required and Other Model Contract Clauses

1. No Government Obligation to Third Party
2. Program Fraud and False or Fraudulent Statements
3. Access to Records and Reports
4. Federal Changes
5. Termination
6. Energy Conservation Requirement
7. Civil Rights Requirements
8. DBE (Disadvantage Business Enterprise)
9. Incorporation of FTA Terms (document requiring signature)
10. Recycled Products (document requiring signature)
11. Suspension and Debarment (document requiring signature)
12. Compliance with NC E-Verify (document requiring signature)
1. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

**Applicability to Contracts**
The No Obligation clause applies to all third-party contracts that are federally funded.

**Flow Down**
The No Obligation clause extends to all third-party contractors and their contracts at every tier and sub recipients and their subcontracts at every tier.

**No Federal Government Obligation to Third Parties.**
The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

**49 U.S.C. § 5323(l) (1)**

**31 U.S.C. §§ 3801-3812**

**18 U.S.C. § 1001**

**49 C.R.F. part 31**

**Applicability to Contracts**
The Program Fraud clause applies to all third-party contracts that are federally funded.

**Flow Down**
The Program Fraud clause extends to all third-party contractors and their contracts at every tier and sub recipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

**Program Fraud and False or Fraudulent Statements or Related Acts**
The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g)
2 C.F.R. § 200.333
49 C.F.R. part 633

Applicability to Contracts
The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

Flow Down
The record keeping and access requirements extend to all third-party contractors and their contracts at every tier and sub recipients and their subcontracts at every tier.

Access to Records and Reports
a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractor’s access to the sites of performance under this contract as reasonably may be required.

4. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts
The Federal Changes requirement applies to all contracts.

Flow Down
The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
5. **TERMINATION**

2 C.F.R. § 200.339
2 C.F.R. Part 200, Appendix II (B)

**Applicability to Contracts**
All contracts in excess of $10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

**Flow Down**
For all contracts in excess of $10,000, the Termination clause extends to all third-party contractors and their contracts at every tier and sub recipients and their subcontracts at every tier.

**Termination for Convenience (General Provision)**
PART may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in PART’s best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to PART to be paid the Contractor. If the Contractor has any property in its possession belonging to PART, the Contractor will account for the same, and dispose of it in the manner PART directs.

**Termination for Default [Breach or Cause] (General Provision)**
If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, PART may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
If it is later determined by PART that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, PART, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

**Opportunity to Cure (General Provision)**
PART, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.
If Contractor fails to remedy to PART's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from PART setting forth the nature of said breach or default, PART shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude PART from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**Waiver of Remedies for any Breach**
In the event that PART elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by PART shall not limit PART’s remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.
6. ENERGY CONSERVATION REQUIREMENTS
42 U.S.C. 6321 et seq.
49 CFR Part 18

Applicability to Contracts
The Energy Conservation requirements are applicable to all contracts.

Flow Down
The Energy Conservation requirements extend to all third-party contractors and their contracts at every tier and sub recipients and their sub agreements at every tier.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. CIVIL RIGHTS LAWS AND REGULATIONS

Applicability to Contracts
The following Federal Civil Rights laws and regulations apply to all contracts.

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to: a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.


4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Flow Down
The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.
Civil Rights and Equal Opportunity
PART is an Equal Opportunity Employer. As such, PART agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, PART agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.
Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for Employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.


**8. DISADVANTAGED BUSINESS ENTERPRISE (DBE)***

49 C.F.R. Part 26

Background and Applicability
The Disadvantaged Business Enterprise (DBE) program applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding $250,000 in
FTA funds in a Federal fiscal year. All FTA recipients above this threshold must submit a DBE program and overall triennial goal for DBE participation. The overall goal reflects the anticipated amount of DBE participation on DOT-assisted contracts. As part of its DBE program, FTA recipients must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid.

FTA recipients must meet the maximum feasible portion of their overall goal using race-neutral methods. Where appropriate, however, recipients are responsible for establishing DBE contract goals on individual DOT-assisted contracts. FTA recipients may use contract goals only on those DOT-assisted contracts that have subcontracting responsibilities. See 49 C.F.R. § 26.51(e). Furthermore, while FTA recipients are not required to set a contract goal on every DOT-assisted contract, they are responsible for achieving their overall program goals by administering their DBE program in good faith. FTA recipients and third-party contractors can obtain information about the DBE program at the following website locations:

https://www.transit.dot.gov/dbe

https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise

Flow Down
The DBE contracting requirements flow down to all third-party contractors and their contracts at every tier. It is the recipient’s and prime contractor’s responsibility to ensure the DBE requirements are applied across the board to all sub recipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency’s overall goal for DBE participation is 0.48%. **DBE participation is being sought for this procurement.**

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as PART deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeree will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from the PART. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor’s work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor’s work by the {insert agency name} and contractor’s receipt of the partial retainage payment related to the subcontractor’s work.]
e. The contractor must promptly notify PART, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of PART.
9. **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

FTA Circular 4220.1F

**Flow Down**

The incorporation of FTA terms has unlimited flow down.

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Piedmont Authority for Regional Transportation requests which would cause Piedmont Authority for Regional Transportation to be in violation of the FTA terms and conditions.

**IN WITNESS WHEREOF**, this supplement of FTA Clauses contained herein has been reviewed and upon signature are adhered to herein by such said contractor, a licensed contractor of the State of North Carolina, and the Contractor by and through a duly authorized representative, and is effective the date and year written below.

**CONTRACTOR’S NAME:**

________________________________________

**CONTRACTOR’S ADDRESS:**

________________________________________

________________________________________

**SIGNATURE:**

________________________________________

**PRINTED NAME:**

________________________________________

**TITLE:**

________________________________________

**DATE:**

________________________________________

**ATTEST:**

________________________________________

**TITLE:**

________________________________________

**DATE:**

________________________________________
10. RECYCLED PRODUCTS
42 U.S.C. § 6962
40 C.F.R. part 247
2 C.F.R. part § 200.322

Applicability to Contracts
The Resource Conservation and Recovery Act, as amended, (42 U.S.C. § 6962 et seq.), requires States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000.

Flow Down
These requirements extend to all third-party contractors and their contracts at every tier and sub recipients and their subcontracts at every tier where the value of an EPA designated item exceeds $10,000.

Recovered Materials
The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

_____________________________________________________________________________________
Signature                                              Date

_____________________________________________________________________________________
Printed Name                                              Title
11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), ___________________________, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE ___________________________
SIGNATURE ___________________________
COMPANY ___________________________
NAME ___________________________
TITLE ___________________________

State of ___________________________
County of ___________________________
Subscribed and sworn to before me this ___ day of ____________________, 20__.

Notary Public ___________________________
My Appointment Expires ___________________________
12. STATE OF NORTH CAROLINA
AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES

I, _____________________________ (hereinafter the “Affiant”), duly authorized by and on behalf of _____________________________ (hereinafter the “Employer”) after being first duly sworn deposes and says as follows:

1. I am the ______________________ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.

2. Employer understands that “E-Verify” means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.

3. □ Employer employs 25 or more employees and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

□ Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. General Statute §64-26.

4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute §64-26.

5. Employer shall keep the State of North Carolina informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This _____day of _______________, 20____.

____________________________________
Signature of Affiant

____________________________________
Printed Name and Title

State of ___________________________

County of __________________________

Subscribed and sworn to before me this ___ day of ____________________, 20__.

____________________________
Notary Public (SEAL)

My Appointment Expires ________
ATTACHMENT 4
Site Locations/Maps

Note: The highlighted property lines are rough outlines and should not be considered all-inclusive. PART encourages vendors to visit the site locations for a closer view of the property lines.

Thomasville Park & Ride Lot

North Lexington Park & Ride Lot

South Lexington Park & Ride Lot

Mocksville Park & Ride Lot
ATTACHMENT 4
Site Locations/Maps

Note: The highlighted property lines are rough outlines and should not be considered all-inclusive. PART encourages vendors to visit the site locations for a closer view of the property lines.

King Park & Ride Lot
Mt Airy Park & Ride Lot

Pilot Mountain #1 Park & Ride Lot
Pilot Mountain #2 Park & Ride Lot
ATTACHMENT 4

Site Locations/Maps

Note: The highlighted property lines are rough outlines and should not be considered all-inclusive. PART encourages vendors to visit the site locations for a closer view of the property lines.

Asbury Church Road Park & Ride Lot

Yadkinville Park & Ride Lot

Old Bus Hub

Archdale Park & Ride Lot
ATTACHMENT 4

Site Locations/Maps

Note: The highlighted property lines are rough outlines and should not be considered all-inclusive. PART encourages vendors to visit the site locations for a closer view of the property lines.

Graham Park & Ride Lot

South Asheboro Park & Ride Lot

North Asheboro Park & Ride Lot
ATTACHMENT 4
Site Locations/Maps
Note: The highlighted property lines are rough outlines and should not be considered all-inclusive. PART encourages vendors to visit the site locations for a closer view of the property lines.

Coble Transportation Center (CTC) & Maintenance Building
PART Administration Building
ATTACHMENT 4
Site Locations/Maps
Map View
Seventeen (17) Site Locations