Piedmont Authority for Regional Transportation
107 Arrow Rd.
Greensboro, NC  27409

Request for Proposal (RFP)# 03-LEG-2021
Legal Services
The Piedmont Authority for Regional Transportation (the “Authority”) is seeking proposals from qualified firms for legal services. Preference will be given to those submittals demonstrating extensive experience in providing legal services to units of local governments. The successful proposer shall possess sufficient resources to ensure that the demands for PART’s legal needs will be met on a timely basis. This relationship will be on a consulting or contractual basis, as opposed to a staff position. The initial contract will be for a minimum two (2) years with the option of extend for an additional five (5) additional years. Each year the contractual extension will be granted with approval by the PART Board of Trustee’s.

**SCHEDULE OF ACTIVITIES**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of RFP</td>
<td>June 9, 2021</td>
</tr>
<tr>
<td>Period for Q&amp;A</td>
<td>June 21 – June 30, 2021</td>
</tr>
<tr>
<td>Proposal Submission Due</td>
<td>July 19, 2021 by 3:00PM (EST)</td>
</tr>
<tr>
<td>Interview of Firms (TBD)</td>
<td>TBA</td>
</tr>
<tr>
<td>Notification of Award</td>
<td>August 11, 2021</td>
</tr>
<tr>
<td>Contract Begins</td>
<td>September 1, 2021</td>
</tr>
</tbody>
</table>

Responses received after the date and time stated above 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. Responses should be signed by an official authorized to bind the Contractor to the provisions given in the RFP. Responses are to remain valid for at least 60 days.

One (1) signed and duly executed hard copy of the original proposal, one (1) hard copy duplicate and one (1) digital (USB/Flash Drive) copy of proposal responses should be submitted and clearly marked on the front “Legal Services RFP# 03-LEG-2021” and mailed to:

Beth Lancaster, Grants & Procurement Specialist  
Piedmont Authority for Regional Transportation  
107 Arrow Road  
Greensboro, North Carolina 27409

The PART agency requests that no Authority officials or staff members be contacted during this process. Beth Lancaster may be contacted only to clarify questions concerning the RFP during the period June 21, 2021 through June 30, 2021 under the open Q&A period of this solicitation. All questions and related responses will be provided and also posted on the PART website for this specific solicitation.
The Authority 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.

SECTION I – DESCRIPTION OF THE AUTHORITY

Background

The Piedmont Authority for Regional Transportation (PART) is a public authority established by the governing boards of municipalities of Burlington, Greensboro, High Point and Winston-Salem under the Regional Public Transportation Act, North Carolina General Statutes Chapter 160A, Article 27, and was charted by the Secretary of State on July 17, 1998. The purpose of the Authority as defined in General Statute 160A-638 is “to enhance the quality of life in its territorial jurisdiction by promoting the development of sound transportation systems which provide transportation choices, enhance mobility, accessibility and safety, encourage economic development and sound growth patterns, where protecting man-made and natural environments of the region”. The Authority is governed by a board of trustees consisting of 22 elected and appointed officials.

SECTION II – SCOPE OF WORK

These requirements are given as a general guideline to establish a minimum quality of service for legal service to be provided:

1. Provides legal advice, consultation, and services to the PART Board of Trustees, Executive Director and assigned PART staff on a wide variety of civil assignments, including but not limited to: labor law, general local, state and federal laws relating to PART, public disclosure issues, laws against discrimination, ordinance and resolution development and interpretation, economic development activities including development, redevelopment, enforcement, and property/real estate law, contract law, environmental law, legislative proceedings, activities, procedures, federal/state/local purchasing, procurement, and contracting.
2. Answers requests for legal opinions, in writing and verbally. Prepares written legal opinions at the request of the PART Board members, PART Executive Director and availability to answer staff questions by telephone.
3. Appears before courts and administrative agencies to represent PART’s interests.
4. Works cooperatively with any special committee retained by PART for special projects. Coordinates with other special committee, as needed, to assure proper management of legal issues, and proper coordination and transition of legal information.
5. Prepares and reviews contracts, leases, and other documents for legal correctness and acceptability as needed. Negotiates said contracts, leases, and other documents upon request.
6. Reviews and redrafts various PART policies for legal correctness and acceptability. This would include, by way of example, Employee Handbook, Family Medical Leave, Employee Benefits/Insurance, etc.
7. Prepares and reviews ordinances and resolutions for legal correctness and acceptability.
8. Attendance at any meeting during a calendar year of any PART Board of Trustees meeting, Committee meetings, or Commission, as requested.
9. Manage the annual evaluation of PART Executive Director for PART Board of Trustees.
10. Performs other legal services and tasks, as requested.

The following provisions will also apply:

1. Accessibility and timely responsiveness for the Attorney firm is of greatest importance. Accessibility includes the ability to be generally available to attend meetings in person on short notice and the ability to be reached promptly by telephone, cell phone, or e-mail.
2. Service response is also of high importance. When PART requests legal services, Attorney Firm should provide some estimated time of completion and keep PART apprised of any delays or special considerations.
3. PART may be able to offer space for offices at PART’s location if necessary.
4. The legal service provider shall provide detailed itemized statements on a monthly basis.

SECTION III – PROPOSAL CONTENT & SELECTION PROCESS

The intent of this RFP is to encourage a response that clearly presents the legal firm’s experience and capacity to fulfill the scope of work. The proposal should include a Letter of Interest describing the firm and its experience providing legal services to NC units of local government.

Proposals should include qualifications of the staff and key legal representative(s) who will provide support to PART. Include resumes of key personnel, licenses and any other pertinent information about the firm’s staff. Identify minority and diversity participation of the staff that are retained within your legal firm and may work directly with PART.

Proposals should include a list of three (3) current governmental clients with a brief description of the services provided, years of service and the total fees paid to the firm. This list must include company name, address, contact person’s name and contact person’s email address. These clients will be contacted for references.

Proposals should include hourly billing rates (for Year 1 and 2 of the contract) for key staff members who will provide legal support to PART. These rates should be estimated for Years 3 – 7 of the contract. Also, include any additional fees that will be billed as part of the contract that are above and beyond billable rates for legal service.
Proposals should include a signed Proposal Cover Form by a company officer and signed Federal Contract Clauses (Attachments 1 and 2 of the RFP). **Failure to complete these forms and submit with your proposal will render the proposal non-responsive.**

The Authority reserves the right to reject any or all bids, waive technicalities, and to be the sole judge of suitability of the services for its intended use and further specifically reserve the right to make the award in the best interest of the Authority.

**Evaluation Criteria**

The proposals will be evaluated by a committee based on the following criteria and point ranges:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Max Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Responsiveness of the proposal in clearly stating an understanding of the work to be performed &amp; Signed Federal Forms</td>
<td>10</td>
</tr>
<tr>
<td>Experience representing NC Units of Local Government</td>
<td>30</td>
</tr>
<tr>
<td>• Reputation of the firm and satisfaction of the firm’s services as expressed by current clients and references.</td>
<td></td>
</tr>
<tr>
<td>• Proven experience and knowledge of Federal and State Transportation regulations and compliance</td>
<td></td>
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<tr>
<td>Qualifications and experience of staff to be assigned to represent PART agency. Education, position in the firm, and years and types of experience will be considered</td>
<td>25</td>
</tr>
<tr>
<td>Minority and diversity professionals on the legal team that may be assigned to the PART agency</td>
<td>10</td>
</tr>
<tr>
<td>Cost Factor (Hourly Rates)</td>
<td>25</td>
</tr>
<tr>
<td>Total Points</td>
<td>100</td>
</tr>
</tbody>
</table>

**SECTION IV – Legal Services Contract Agreement**

**General**

The Successful proposer shall comply with all applicable laws, the Authority’s Licenses, and code provisions. The Agreement shall include certain clauses which will safeguard the interests of the Authority including, without limitations, cancellation for convenience, hold harmless/indemnify no damages for delay and no adverse interest to the Authority’s clauses. The Agreement shall address, but not be limited to, the following terms and conditions:
Amendments to the Agreement
The Authority’s Executive Director or his authorized designee shall have sole authority to amend the Agreement on behalf of the Authority.

Termination for Cause
Either Party may cancel this Agreement by notifying the other Party in writing thirty (30) days prior to the proposed termination date, specifying the other Party’s failure to perform under this agreement. If the failure to perform is curable, the defaulting party shall be given an opportunity to cure the default within a reasonable period, by notifying the non-defaulting party within ten (10) business days of receiving notice of cancellation. As necessary, the cure period shall be extended; provided that, the defaulting party has initiated the process and is utilizing commercially reasonable efforts to cure the default.

Termination for Convenience
Either Party may terminate this agreement upon 30 days written notice to the other party for any reason.

Assignment of Agreement
The Successful Proposer shall not assign any portions of the Agreement, or any part of his/her operations, without written permission granted by the Authority’s at the Executive Director’s sole discretion.

Compliance with Orders, Laws and Cancellation
The Successful Proposer shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of the Agreement.

Conflict of Interest
If any individual member of the Successful Proposer, or an employee of a Proposer, or an immediate family member of the same is also a member of any board, commission, or agency affiliated with the Authority, that individual is subject to The Authority’s conflict of interest policy.

Successful Proposer Contact
Successful Proposer shall include the name, office address and mobile number of the firm’s intended contact. In the event an Agreement is signed with Proposer, the contact shall be available at one of these contact numbers on a daily basis for purposes of addressing complaints and receiving information as to agreement performance.
Indemnification
The Successful Proposer(s) shall agree to indemnify, defend and hold harmless the Authority and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney’s fees), liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with the performance or non-performance of the services contemplated by the Agreement which is or is alleged to be (1) directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them or (2) the failure of the Successful Proposer to comply with any of the requirements specified within the Agreement, or the failure of the Successful Proposer to conform to statutes, ordinances, or other regulations or requirements of any governmental Authority, federal or state, in connection with the performance under the Agreement. Successful Proposer expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Successful Proposer, or any of its subcontractors, if applicable and as provided above, for which the Successful Proposer’s liability to such employee or former employee would otherwise be limited to payments under state Workers’ Compensation or similar laws. The Indemnifications will be interpreted to comply with North Carolina Statutes.

Insurance
Within ten (10) days after notification of award, the Successful Proposer shall furnish evidence of insurance to the Authority. Execution of an Agreement is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame, but not in the manner prescribed in this RFP, the Successful Proposer shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Authority. If the Successful Proposer fails to submit the required insurance documents in the manner prescribed in this RFP, within fifteen (15) calendar days after the Successful Proposer has been awarded project, the Proposer may be in default of the Agreement’s terms and conditions. Under such circumstances, the Successful Proposer may be prohibited from submitting future responses to the Authority. Information regarding any insurance requirements shall be directed to the Agreement’s Administrator, Beth Lancaster (bethl@partnc.org). Additionally, Successful Proposer may be liable to the Authority for the cost of re-procuring the services, caused by Successful Proposer’s failure to submit the required documents.

Hold harmless
The Successful Proposer shall hold harmless and indemnify Authority for any errors in the provision of services and for any fines which may result from the fault of the Successful Proposer.
Audit Rights and Records Retention
The Successful Proposer agrees to provide access to the Authority, or to any of its duly authorized representatives, to any books, documents, papers, and records of the Successful Proposer which are directly pertinent to this Agreement, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all books, documents, papers and records pertinent to the Agreement for three (3) years after the Authority makes final payment under the Agreement and all other pending matters are closed. Successful Proposer’s failure to adhere to, or refusal to comply with, this condition shall result in the immediate cancellation of the Agreement by the Authority.

Proposer’s Warranty
Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services specified herein.

SECTION V – PROPOSAL 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).

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 Authority’s Executive Director as specified below not later than 10 business days prior to the deadline for submission of bids/proposals.

The Authority’s 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 Authority’s Executive Director as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by the Authority’s 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 the Authority, 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, Authority’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 Authority’s Executive Director as specified below not later than five (5) business days after the Recommendation for Contract Award announcement by the Authority.

The Authority’s 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 Authority shall announce the contract award. The decision by the Authority’s 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 the Authority 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 the Authority.

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:

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 Authority’s 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, the Authority 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 Authority
response to the protest and the Authority 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 the Authority 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 the Authority’s final decision or within five (5) working days of the date the Protester has identified other grounds for appeal to FTA.
ATTACHMENT 1
PROPOSAL COVER FORM
Piedmont Authority for Regional Transportation (PART)
RFP #03-LEG-2021

CONDITIONS:
1. The undersigned understands that they will be bound by the proposal as expressed by these forms if an award is made by PART. The contract will be in accordance with this proposal.
2. The Request for Proposal, Scope of Work, Proposal Forms, Required Certifications, and Addenda, if any, are made a part of this proposal.
3. The undersigned understands that any clarification made to the proposal form or any new and different conditions or information submitted in or with the proposal form, other than that requested, may render the proposer unresponsive.
4. The undersigned understands that PART reserves the right to reject any or all proposals, waive technicalities, and to be the sole judge of suitability of the services for its intended use and further specifically reserves the right to make the award in the best interest of PART.
5. The undersigned understands that all proposals shall remain in effect for 60 calendar days from the presentation of the proposals to the PART Board of Directors.
6. The undersigned certifies that the proposal includes all costs for labor, materials, taxes, insurance, overhead, profits, storage, delivery, and all other costs necessary to perform the work in accordance with the contract documents.

Date Proposal Submitted: ________________________

Firm’s Name: __________________________________________________________________________

Principal Business Address: __________________________________________________________________________

Name: ___________________________ Title: ___________________________

Authorized Signature: __________________________________________________________________________

Telephone: ______________________ Fax: ___________________________

E-mail address: ___________________________@_________________________

State of ______________________ County of ___________________________

Subscribed and sworn to before me this _____ day of ______________________, 20___ .

(SEAL) Notary Public ___________________________
My Appointment Expires ___________________________
ATTACHMENT 2
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.

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 – Signatures required
10. Recycled Products – Signatures required
11. Suspension and Debarment – Signatures required
12. Compliance with NC E-Verify – Signatures required
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 subcontractors 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.F.R. 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 subcontractors 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 1.8 %. **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/offeror 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 ________________