

# **Berkeley Charleston Dorchester Council of Governments**

## **Transit and Bus Stop Design Guidelines**

**RFP # COG2020-02**

**April 24, 2020**

### **I. INTRODUCTION TO AGENCY'S OBJECTIVE**

The Berkeley-Charleston-Dorchester Council of Governments' (BCDCOG) serves the local governments of the tri-county region to assist in the development of local and regional plans, as well as provide planning and technical support to improve the quality of life in the region. BCDCOG is the designated Metropolitan Planning Organization (MPO) responsible for carrying out the urban transportation planning process for the Charleston Area Transportation Study (CHATS). Additionally, BCDCOG provides oversight of the public transit programs in the region, CARTA and Tri-County Link.

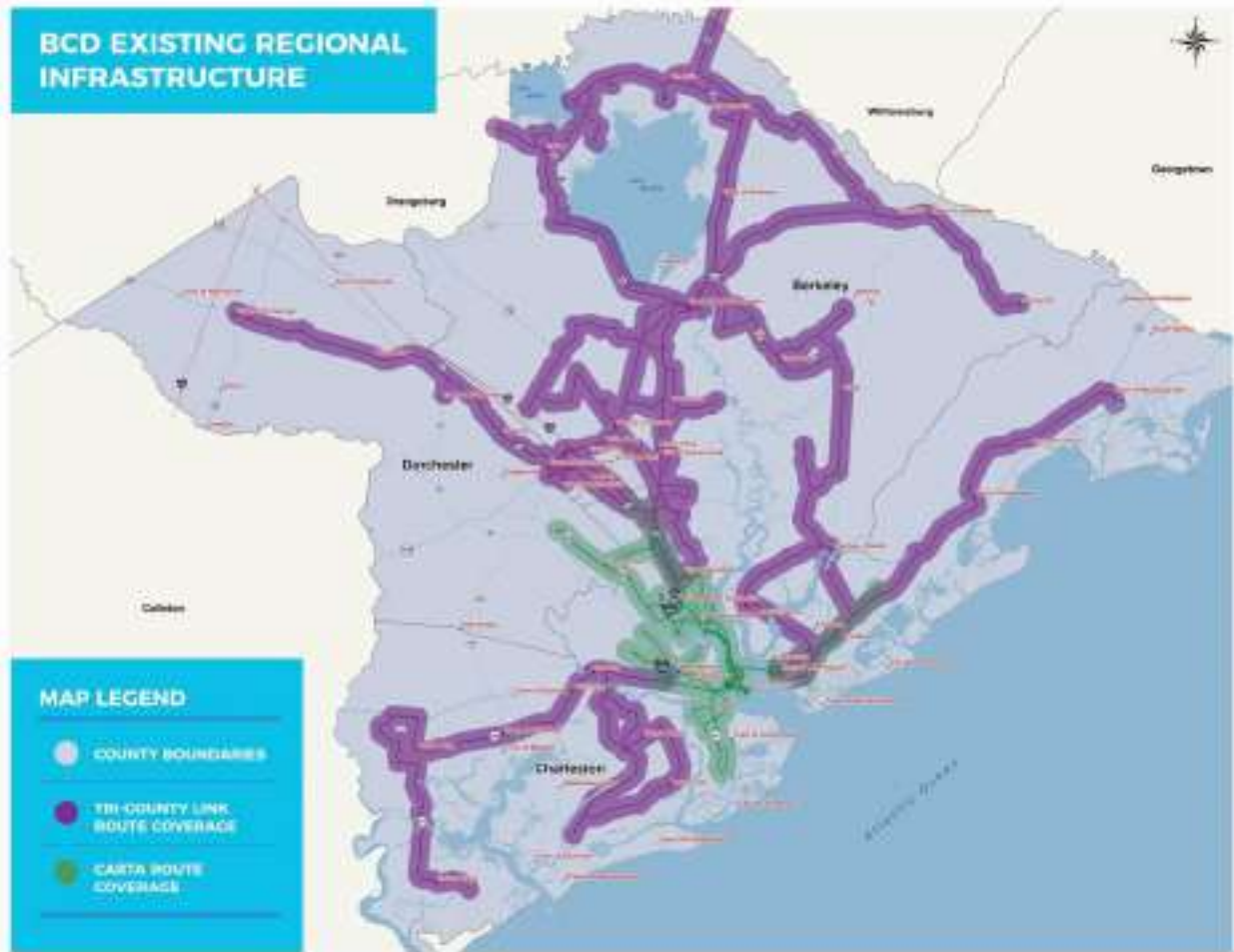
CARTA provides public transportation services to the BCD region's urbanized area and transports four million passengers per year on 18 fixed routes, four express routes, three Downtown Area Shuttles (DASH), and one park and ride route (HOP). Each of these service types utilizes a different fleet of vehicles, and the agency recently passed a resolution to replace fixed route diesel buses with electric vehicles.

TriCounty Link (TCL) is comprised of nine fixed routes and eight commuter routes that provide service to rural residents of Berkeley, Charleston, and Dorchester Counties. While the fixed routes follow a published schedule, the system uses flag stops, and routes deviate for ADA trips. TCL connects to CARTA at park and ride lots and transfer points at the ends of the service area.

BCDCOG also provides transit planning for the region. BCDCOG serves as the program manager for the Lowcountry Rapid Transit Project (LCRT), a proposed 22-mile Bus Rapid Transit (BRT) corridor, the first for the region. BCDCOG is also finalizing a Regional Transit Framework Plan that identifies five additional BRT corridors and two express bus corridors, in addition to a Regional Park & Ride Study that identifies future Park and Rides for transit, vanpool and carpool.

### **II. PROJECT BACKGROUND AND LOCATION**

The Berkeley-Charleston-Dorchester Region is experiencing significant growth with new industry and residents relocating to the area daily. Approximately 50 new residents move to the region each day. As such, there is a renewed interest in transit and transit supportive infrastructure throughout the region. With new development occurring at a rapid pace, a standard set of guidelines and tools for transit infrastructure is needed to assist transit agency staff, municipalities, and private developers when incorporating transit infrastructure into their plans. The study area is comprised of the counties that make up the region and its municipal jurisdictions.



### III. PROJECT DESCRIPTION

The purpose of the Transit and Bus Stop Design Guidelines is to develop a set of design guidelines for bus stop and transit amenity implementation throughout the BCDCOG Region. The guidelines will serve as a toolbox for agency staff, municipalities, and developers to use when incorporating transit supportive infrastructure into planning documents and ordinances, new and existing developments, as well as transportation infrastructure projects to ensure consistency.

### IV. REQUEST FOR PROPOSAL

The BCDCOG is hereby issuing this Request for Proposal (RFP) to firms that have the capability and interest in undertaking and performing the scope of work described below. Each firm is officially a CONSULTANT. Each CONSULTANT must submit a package containing one (1) original, One (1) digital and six (6) copies of its proposal to BCDCOG no later than **3:00 PM EST on May 22, 2020**.

Jason McGarry, Contracts/Procurement Administrator  
 BCDCOG  
 5790 Casper Padgett Way  
 North Charleston, SC 29406

Proposals may be submitted in person, by messenger, or by regular mail. All proposals will be logged in and date

and time stamped. Any proposal package that is received after the date and time specified will be logged in and date and time stamped as “late” and returned unopened to the CONSULTANT.

Proposals must not be more than the equivalent of 50 single-sided 8 ½ by 11-inch pages in length (not counting the front and back covers of the proposal, cover letter of interest, section dividers that contain no information or SF 330 forms). The font size should be no smaller than 12 pt. Proposals shall include the following information:

1. A work plan describing the CONSULTANT’s proposed approach and methodology to the project.
2. A suggested project schedule that includes tasks, milestones, technical memorandums, and final deliverables, to indicate how the CONSULTANT proposes to meet the targeted timeline for this project.
3. Name(s) of the prime and sub-CONSULTANTS that will comprise the team, identifying the Executive Officer of each company. Consortia, joint ventures or team proposals, although encouraged, must acknowledge that contractual responsibility will rest solely with one Contractor or legal entity which shall not be a subsidiary or affiliate with limited resources.
4. Identity of the proposed Project Manager for the team who will be the sole point of contact for BCDCOG for day-to-day operations.
5. List of the key personnel who will participate in performing the scope of work. Provide a resume for each listed team member, including sub-CONSULTANT key personnel who will be completing a portion of the scope of work.
6. An organizational chart depicting the relationships between the team members and agencies and responsibilities of each.
7. List of three (3) relevant projects performed within the past 5 years indicative of past performances and abilities of the proposed team, including a key client contact person for each project with current daytime phone number. Please provide links to the final product, if available.
8. Standard Federal Form 330 for the prime CONSULTANT and all sub-CONSULTANTS.
9. Signature of an authorized officer of the prime CONSULTANT firm.

## **V. KEY PROJECT ELEMENTS**

The CONSULTANT shall prepare Transit and Bus Stop Design Guidelines. Work to be performed by the CONSULTANT on the Guidelines consists of the furnishing of all labor, equipment, materials, expertise, tools, supplies, bonds, insurance, licenses and permits, and performing all tasks necessary to accomplish work items concerning the design and development of the Guidelines, unless specifically excluded as agreed upon by contract.

The proposal should address how the CONSULTANT will develop the Transit and Bus Stop Design Guidelines, which should consider federal, state and local requirements, as well as best practices for transit design. CONSULTANT should describe their method and approach for developing a set of guidelines that address, but may not be limited to, the following key elements.

- I. **Regulatory Environment Overview:** Guidelines shall address the regulatory environment in which transit infrastructure is developed. This should include federal requirements, such as ADA, Uniform Relocation Act, etc., as well as state regulations, including South Carolina Department of Transportation (SCDOT) requirements. Local jurisdictions should also be considered, particularly as it relates to coordination with planning and land use, as well as with construction activities and private land owners.
- II. **Bus Stop Standards:** Bus stop standards should be developed in a format that is easy for local jurisdictions, planners, and developers to incorporate into planning documents. In addition to best practices, the BCD region’s specific requirements for the transit fleet and operating environment should be considered. The

following is a list of the minimum guidelines to address. Proposers are encouraged to expand upon or adjust this list based on their proposed methodology and approach:

- a. Bus Stop Amenities/Standards; which may include site selection criteria/warrants; shelters, turnouts, bus bulbs, wayfinding and signage, bike accommodations, safety elements, lighting, landscaping and maintenance, etc.
  - b. Street-Side Infrastructure; which may include intersection radii, parking and loading zones, roadway surfaces, clearances, etc.
  - c. Curb-Side Infrastructure; which may include bus stop types/classification; placement, location, and spacing standards, land use elements, ADA/Accessibility requirements, crosswalks, driveways, sidewalks, safety features, etc.
- III. Standards for Other Transit Facilities: While the design guidelines will primarily focus on fixed route transit stops, the final document should be set up to be updated as the transit system evolves. This section should provide a means to incorporate design guidelines for future service types and include the locations where these services may be located. Other transit facilities may include the following:
- a. Bus Rapid Transit Stations: The LCRT planning and design scope will develop design guidelines for BRT stops that can be incorporated into these guidelines in the future. This project should include a high level overview of the Regional Transit Framework Plan corridors identified for future BRT, with the intent to incorporate BRT Station standards once they are completed as part of the LCRT project.
  - b. Park & Rides: BCDCOG recently completed a Park & Ride Study. The Transit and Bus Stop Design Guidelines should use the elements identified in that study to provide a high level overview of the minimum requirements for Park & Ride facilities in the BCDCOG region.
  - c. Transit Centers: In locations where multiple routes connect, additional amenities may be warranted, and this element should identify the minimum design guidelines and elements that define a transit center.
- IV. Implementation Guidelines: This element is intended to facilitate the process of implementing transit infrastructure improvements through design, approvals, and construction. Proposers should address integration with planning/zoning, coordination with the developer or constructing entities and implementation checklists to ensure each step is followed. This element should also address procedures for betterments or other cost structures that warrant discussion.

## **VI. CONSULTANT SELECTION PROCESS**

All proposals received shall be evaluated by a CONSULTANT Selection Committee, assisted by other technical personnel as deemed appropriate for the purpose of selecting the CONSULTANT with whom a contract will be executed. The BCDCOG reserves the right to reject any and all proposals in whole or in part if in the judgment of the CONSULTANT Selection Committee, the best interest of all parties will be served.

The CONSULTANT proposal will be evaluated using a two-step selection process. The first step will involve evaluation of the CONSULTANT's technical proposal by the CONSULTANT Selection Committee using the selection criteria below. The second (optional) step may involve oral interviews of/presentations by the CONSULTANTS submitting the highest scoring technical proposals. The selection of the CONSULTANT will be determined by the highest total score.

The criteria and weight of consideration in making the selection are:

### **STEP ONE: Proposal Submission**

#### ***Method of approach: 20 Points***

The technical soundness of the CONSULTANT's stated approach to the project, the comprehensiveness of the proposed approach, and the methodology/techniques to be used.

Proposal should outline the type of deliverables anticipated over the course of the project.

***Understanding the Purpose: 20 Points***

Demonstrated understanding of the project purpose and goals as presented in the RFP by the CONSULTANT. Evaluation will be based on information presented in the CONSULTANT's proposal, and the approach and allocation of time on specific tasks. CONSULTANTS should feel free to suggest other requirements and problems that may have been overlooked.

***Capability and Qualifications: 30 Points***

The qualifications, experience and technical expertise of team members to be assigned to the project as specified in the proposal including Sub-CONSULTANTS, and with particular reference to experience and technical quality on similar projects. The CONSULTANT's/CONSULTANT TEAM's experience working as a cooperative team with other CONSULTANTS and public agencies. Qualifications of professionals assigned will be measured by experience on past projects within a cooperative team environment. The CONSULTANT will provide specific examples of cooperative work experiences with contact references for the selection committee. The CONSULTANT's professional and project staff that work on the project must be the same staff that is identified in the proposal.

***Public Engagement: 5 Points***

The CONSULTANT's proposed approach and experience with planning and facilitating stakeholder and public meetings, charrettes and other innovative ways to engage the public. Proposals should outline a public involvement program that is appropriate to this type of project.

***Originality or innovativeness: 10 Points***

The degree to which an innovative approach to the project is proposed beyond the suggested elements, either in data gathering and analysis, public participation, etc. that will be accomplished within the time limits.

***Schedule: 10 Points***

The CONSULTANT's suggested project schedule and demonstrated ability to follow a schedule that will successfully complete the project within the required time frame.

***Disadvantaged Business Enterprise (DBE) designation or subcontractor participation: 5 Points***

The extent to which the prospective CONSULTANT/Consulting Team includes participation of a DBE.

**STEP TWO: Oral Presentations (BCDCOG reserves the right not to include this activity) [Note: these would be "bonus points"]**

CONSULTANTS with the highest scoring technical proposals may be requested to make an oral presentation of their proposal. This presentation, if held, will provide an opportunity for the CONSULTANT to clarify their proposal.

**QUESTIONS AND CLARIFICATIONS:**

CONSULTANTS may ask questions to clarify the contents of this RFP and expectations of the BCDCOG related to this project. All questions or request for clarifications shall be submitted by email to Jason McGarry, [jasonm@bcdcog.com](mailto:jasonm@bcdcog.com) no later than 3:00 PM on May 8, 2020. All questions submitted and their answers will be promptly placed on the BCDCOG website at [www.bcdcog.com](http://www.bcdcog.com) after the deadline for questions. No telephone inquiries shall be accepted.

If, in the judgment of the BCDCOG, changes in the content of the RFP are required, an addendum will be issued by the BCDCOG. Any addendum that may be issued will be transmitted by fax and e-mail to a list of firms maintained

by the BCDCOG and in the South Carolina Business Opportunities (SCBO).

Due to potential conflict of interest, no CONSULTANT or person representing a CONSULTANT may arrange or meet with individual members of the BCDCOG or the review committee to discuss any items or matters related to this RFP during the period of time between the date of the release of this RFP and the date the BCDCOG makes the decision selecting the successful CONSULTANT.

#### **PROPOSED TIMEFRAME FOR SELECTION PROCESS**

The proposed timeframe for this selection process is as follows:

Request for Proposal Issued:	<b>April 24, 2020</b>
Questions Due:	<b>May 8, 2020 by 3:00 PM</b>
Request for Proposal Due:	<b>May 22, 2020 by 3:00 PM</b>
Interviews (if held):	<b>TBD</b>
Award of Contract:	<b>TBD</b>

#### **NOTICE OF AWARD**

Selection of the successful CONSULTANT will be made solely by the BCDCOG. The Selection Committee shall rank each proposal against the stated criteria. BCDCOG reserves the right to contact a firm to obtain written clarification of information submitted and to contact references to obtain information regarding performance reliability and integrity.

Based on evaluations of the submitted proposals, the BCDCOG will select the top ranked firm and negotiations will begin immediately to finalize the scope of work, personnel, hours, hourly rates, use of sub-CONSULTANTS, and other direct costs that will be required to complete the agreement between BCDCOG and the selected firm. If an agreement cannot be reached with the top ranked firm, BCDCOG will identify the next most responsive and qualified firm and the negotiation phase will be repeated. This process will be continued until an agreement is reached with a qualified firm that can provide the required services. BCDCOG reserves the right to reject any and all proposals received, and in all cases BCDCOG will be the sole judge as to whether a CONSULTANT's proposal has or has not satisfactorily met the requirements of this RFP.

Notice of "Intent to Award Contract" will be posted on the BCDCOG website. In addition, a notice will be mailed to CONSULTANTS, informing them of the success, or lack thereof, of their proposal to receive an award.

### **VII. ADDITIONAL INFORMATION**

#### **FUNDING**

Funding for this project will be provided through Federal, State, and local transportation/transit funding sources with the required match provided by BCDCOG. Costs incurred prior to notice-to-proceed will be the responsibility of the CONSULTANT and will not be reimbursed. All travel expenses prior to notice to proceed shall be at the CONSULTANT's expense. This project will be negotiated as a lump sum contract.

#### **DISADVANTAGED BUSINESS ENTERPRISE**

It is the policy of the BCDCOG to ensure nondiscrimination in the award and administration of federally assisted contracts and to use Disadvantaged Business Enterprises (DBEs) in all types of contracting and procurement activities according to State and Federal laws. To that end, the BCDCOG has established a DBE program in accordance with regulations of the United States Department of Transportation found in 49 CFR Part 26. Each CONSULTANT is encouraged to use certified DBEs to meet the tasks and milestones of this request. A list of

certified DBEs can be found at: <https://www.scdot.org/business/bus-development-dbe-sbe-cert.aspx>

To ensure compliance with the BCDCOG DBE policies, BCDCOG's goal is to achieve a minimum participation of 3% by South Carolina Unified Certification Program (UCP) certified DBEs for this project. The following statement should be included in the proposal to denote the level of proposed DBE participation.

*"We the (CONSULTANT) ensure to the fullest extent possible that at least \_\_\_\_\_% of all procurement, including sub CONSULTANTS, made with funds provided under this project/plan/request will be made from organizations owned and controlled by socially and economically disadvantaged individuals, women, and historically black colleges and universities."*

#### **PROPRIETARY/CONFIDENTIAL INFORMATION**

Trade secrets or proprietary information submitted by a CONSULTANT in connection with a procurement transaction shall not be subject to public disclosure under the Freedom of Information Act; however, the CONSULTANT must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state reasons why protection is necessary. Disposition of such material after award is made should be requested by the CONSULTANT. No information, materials or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award.

All CONSULTANTS must visibly mark as "Confidential" each part of their proposal that they consider to contain proprietary information. All unmarked pages will be subject to release in accordance with the guidelines set forth under Chapter 4 of Title 30 (The Freedom of Information Act) South Carolina Code of Laws and Section 11-35-410 of the South Carolina Consolidated Procurement Code. Privileged and confidential information is defined as "information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the part supplying the information." The examples of such information provided in the statute includes: customer lists, design recommendations and identification of prospective problem areas under an RFP, design concepts to include methods and procedures, and biographical data on key employees of the CONSULTANT.

Evaluative documents pre-decisional in nature such as inter or intra-agency memoranda containing technical evaluations and recommendations are exempted so long as the contract award does not expressly adopt or incorporate the inter- or intra-agency memoranda reflecting the pre-decisional deliberations.

Marking the entire proposal confidential/proprietary is not in conformance with the South Carolina Freedom of Information Act.

### **VIII. PROJECT SCHEDULE**

The CONSULTANT must agree to begin work upon issuance of a notice to proceed by BCDCOG and to complete this work within **nine (9) months** of the date of such notice. The work shall be guided by a detailed flow diagram, prepared by the CONSULTANT and furnished to the BCDCOG within one week of receipt of notice to proceed, and approved by BCDCOG. The project shall be considered complete only after action has been taken by the BCDCOG Board of Directors. Periodic payments for the work shall be made in accordance with a scheduled proposed by the CONSULTANT and approved by BCDCOG.

### **IX. MEETINGS**

Public and stakeholder meetings shall be conducted by the CONSULTANT in coordination with BCDCOG staff during the course of this project. The CONSULTANT shall be responsible for the logistics of these meetings and consistency with the CHATS Public Participation Plan. The number of meetings to be held shall be negotiated between the CONSULTANT and BCDCOG/MPO project manager as part of the scope of work.

## **X. BRIEFINGS AND PRESENTATIONS**

Regularly scheduled briefings shall be held by the CONSULTANT for the BCDCOG/MPO. These briefings shall be held at least once every month at an agreed upon location during the course of the project. The purpose of the briefings will be to appraise the BCDCOG/MPO project manager of the activities of the CONSULTANT, to schedule future activities and to ensure that the PROJECT is on schedule. Minutes for these meetings shall be the responsibility of the CONSULTANT. Technical project presentations shall be made to the BCDCOG/MPO as requested by the BCDCOG/MPO's project manager and/or Executive Director until adoption, and possibly following the completion, of the plan.

## **XI. COMPUTING REQUIREMENTS**

The BCDCOG will not be responsible for providing any proprietary software packages to the CONSULTANT. Should the CONSULTANT desire to use any BCDCOG programs, permission must be received in accordance with this agreement. Computations or graphics based on computer programs other than the BCDCOG's, must conform to all BCDCOG format requirements.

## **XII. SPECIFICATIONS FOR DOCUMENTATION**

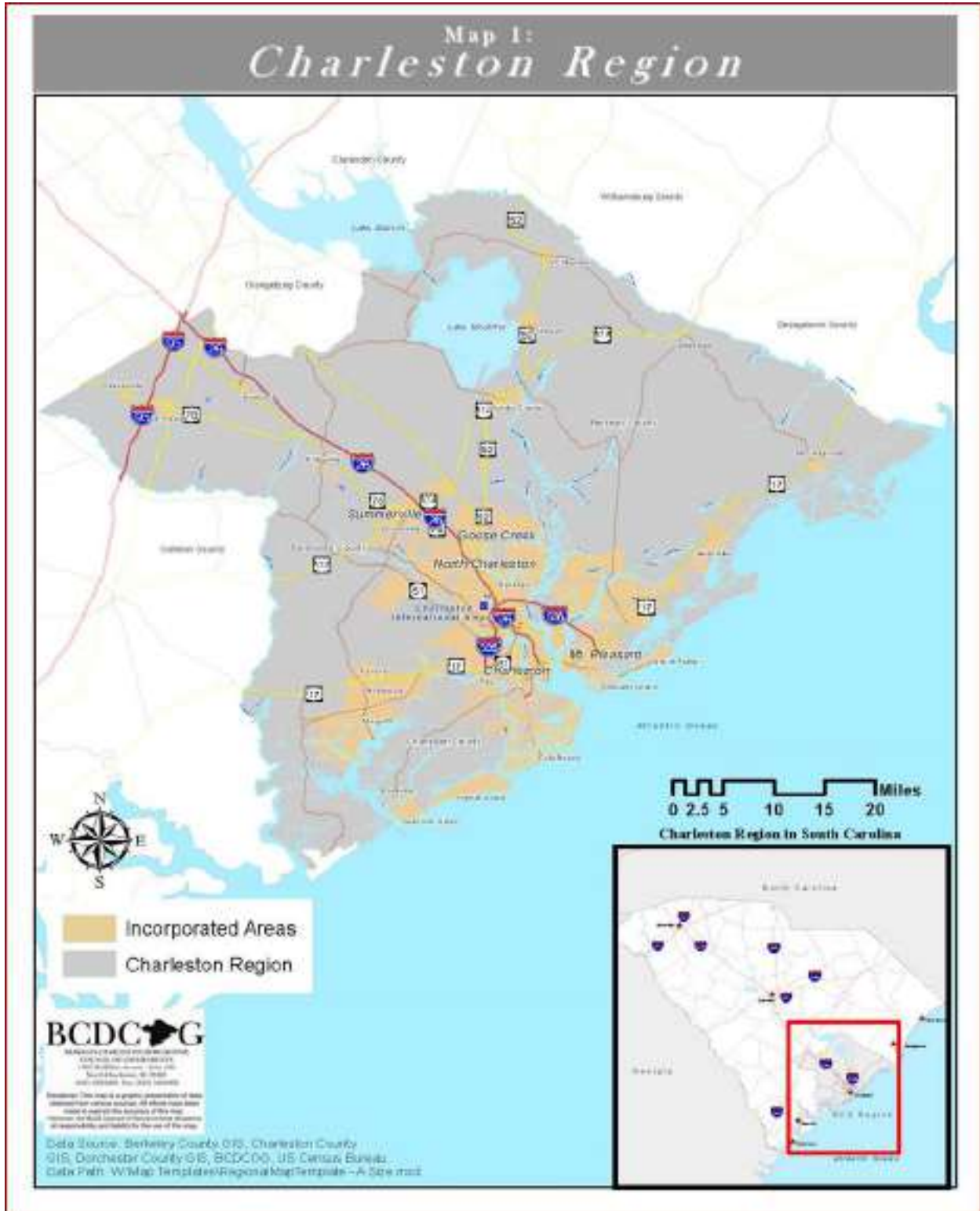
All documentation shall be in Microsoft Word and/or Adobe Portable Document Format (PDF). Any programming source codes, form designs, raw source database (in dBase III format, with field coding definition sheet) and other ancillary files shall be transferred to the MPO in addition to the executable applications at the closure of each task or any moment specified by the MPO project manager.

## **XI. DELIVERABLES**

The CONSULTANT shall provide copies of all Technical Memoranda, Draft Documents, and the Final Transit and Bus Stop Design Guidelines in electronic and paper formats. The number of paper copies shall be determined between the CONSULTANT and the BCDCOG Project Manager. All work documents shall be presented to BCDCOG upon completion (InDesign files, etc.) of the project or established milestone. For presentations to the Committees and Board of the BCDCOG, the CONSULTANT shall prepare a PowerPoint or similar format presentation.



Appendix - Study Area Map



## **Appendix A – FTA Required Clauses for Third Party Contractors and Sub-Agreements**

### **No Federal Government Obligation to Third Parties**

BCDCOG 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

### **False Statements or Claims Civil and Criminal Fraud**

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 A-55 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.

### **Access to Third Party Contract Records**

Contractor agrees to provide BCDCOG, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. ' 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. ' ' 5307, 5309 or 5311.

Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than five years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until BCDCOG, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all

### **Changes to Federal Requirements**

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 agreements between BCDCOG and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

### **Termination**

#### **Termination for Default**

BCDCOG may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to perform the service within the time and manner specified herein or any extension thereof or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms; and in either of these two circumstances does not cause such failure to be corrected with a period of five (5) days (or such longer period as the Executive Director may authorize in writing) after receipt of notice from the Executive Director specifying such failure.

If the Contract is terminated in whole or in part for default, BCDCOG may provide, upon such terms and in such manner as the Executive Director deems appropriate, services similar to those so terminated. The Contractor shall be liable to BCDCOG for any excess costs for such similar services, and shall continue the performance of the contract to the extent not terminated under the provisions of this clause.

If after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of BCDCOG.

The rights and remedies of BCDCOG provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

#### **Termination for Convenience or Suspension for Convenience**

BCDCOG may, for its convenience, suspend or terminate the work in whole or in part at any time by written notice to Contractor stating the extent and effective date of such suspension or termination, whereupon Contractor shall suspend or terminate the work to the extent specified.

If this Agreement is suspended, Contractor may be issued a change order to reflect any schedule adjustment, and all reasonable and demonstrable costs incurred by Contractor due to any such suspension. BCDCOG shall pay all outstanding balances scheduled for payment for charges incurred prior to the effective date of suspension.

If this Agreement is terminated by BCDCOG for convenience, BCDCOG shall be responsible for all eligible costs, expenses, and profit incurred by Contractor in connection with the Project prior to the effective date of termination

#### **Civil Rights**

**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.

**b. Prohibition against Employment Discrimination.** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

**2. Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

**3. Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age A-25 Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

**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.

**Disadvantaged Business Enterprise (DBE)**

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 Contractor shall maintain compliance with “DBE Approval Certification” throughout the period of Contract performance.

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 BCDCOG deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

**Incorporation of FTA Terms**

This Agreement includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in this Agreement. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 2013, 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. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any BCDCOG requests which would cause BCDCOG to be in violation of the FTA terms and conditions.

**Debarment and Suspension**

If this Contract is in excess of \$100,000 the terms of the Department of Transportation regulations, A Suspension and Debarment of Participants in DOT Financial Assistance Programs, 49 C.F.R. Part 29 are applicable to this Project. No firms or persons ineligible there under shall be utilized in the project. The Contractor shall comply, and assure compliance by each of its subcontractors at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, A Debarment and Suspension, 31 U.S.C. sect 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.

**Buy America**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

**Resolution of Disputes, Breaches, or Other Litigation**

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of BCDCOG. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director of BCDCOG. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Unless otherwise directed by BCDCOG, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering A-48 into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

#### **Clean Air**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. Contractor agrees to report each violation to BCDCOG and understands and agrees that BCDCOG will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **Clean Water**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to BCDCOG and understands and agrees that BCDCOG will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

#### **Prompt Payment to Subcontractors**

- 1) The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than five (5) business days after the Contractor has received payment from the Authority.
- 2) In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than fourteen (14) business days after the Subcontractor has, in the opinion of the VP Construction, satisfactorily completed its portion of the Work.
- 3) A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval.
- 4) The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- 5) The Authority will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the Authority of lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. Prime Contractors must submit a prompt payment affidavit, (form to be provided by the Authority) which identifies each subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such subcontractor, with every payment request filed with the Authority, except for the first payment request, on every contract with the Authority. (See below for *Prompt Payment Affidavit* developed by CTA).
- 6) Failure to comply with these prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

**Energy Conservation**

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.

**National Intelligent Transportation Systems Architecture and Standards.**

To the extent applicable, the Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing

**ADA Access**

Facilities to be used in public transportation service must comply with the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37; and Joint Access Board/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 C.F.R. part 37 the Access Board's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 C.F.R. part 37 modifying the ADAAG with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments.

**Appendix B – Certifications and Assurances**

**Disadvantaged Business Enterprise (DBE) Certification**

Has your firm been certified by the state of South Carolina as a Disadvantaged Business Enterprise?

\_\_\_\_\_Yes                      \_\_\_\_\_No

If no, has your firm been certified by any other US State, Territory or Protectorate as a Disadvantaged Business Enterprise?

\_\_\_\_\_Yes                      \_\_\_\_\_No

If yes, attach copy of current certification letter.

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge

Firm/Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATION REGARDING LOBBYING**

**(This Attachment VI - Certification Must Be Completed and Returned with Bid)**

The undersigned contractor certifies, to the best of his or her knowledge and belief, that they are in compliance with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's  
Authorized Official: \_\_\_\_\_

Name and Title of Contractor's  
Authorized Official: \_\_\_\_\_ (Type or  
Print Name and Title)

Date: \_\_\_\_\_



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION & OTHER  
INELIGIBILITY & VOLUNTARY EXCLUSION**

**(This Attachment IV - Certification Must Be Completed and Returned with Bid)**

The undersigned, duly authorized representative of \_\_\_\_\_ hereby certifies or affirms that:

- 1) 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; and
- 2) That the contents of any statements submitted on or with this certification are true and accurate, and understands that the provisions of 31 U.S.C. §§ 3801 et. seq. are applicable thereto.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Attorney's Signature)

\_\_\_\_\_  
(Typed or Printed Title of  
Authorized Official)

\_\_\_\_\_  
(Date)

**OR**

The undersigned, duly authorized representative of \_\_\_\_\_ hereby certifies or affirms that:

- 1) It is **unable** to certify 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, and has attached an explanation of this inability to this certification; and
- 2) That the contents of any statements submitted on or with this certification are true and accurate, and understands that the provisions of 31 U.S.C. §§ 3801 et. seq. are applicable thereto.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Attorney's Signature)

\_\_\_\_\_  
(Typed or Printed Title of  
Authorized Official)

\_\_\_\_\_  
(Date)

Attachment(s) [If required]