



**Regional Intelligent Transportation Systems Architecture  
& Deployment Guide**

**Request For Qualifications**

Charleston, South Carolina  
Date: June 19, 2021

---

**Due Date:** August 16, 2021

**Time:** 3:00 P.M. EST

**Receipt Location:**

BCD Council of Governments  
Attn: Jason McGarry  
jasonm@bcdcog.com

## Contents

|       |   |    |
|-------|---|----|
| I.    | General Description.....  | 3  |
| II.   | About CHATS & BCDCOG.....   | 4  |
| III.  | Federal Requirements.....   | 5  |
| IV.   | Project Need.....   | 6  |
| V.    | Project Background.....   | 7  |
| VI.   | Project Resources.....  | 8  |
| VII.  | Project Scope.....  | 9  |
| VIII. | Project Schedule.....   | 14 |
| IX.   | Project Communication.....  | 14 |
| X.    | Qualification Submission.....   | 15 |
| XI.   | Selection Process.....  | 16 |
| XII.  | Additional Information.....   | 18 |
|       | Appendix A: CHATS Area.....   | 20 |
|       | Appendix B: Federal Required Clauses for Third-Party<br>Contractors & Sub-Agreements..... | 21 |
|       | Appendix C: Representations & Certifications.....   | 27 |

## I. General Description

The Berkeley-Charleston-Dorchester Council of Governments (BCDCOG) is seeking qualifications from firms to develop the first ***Regional Intelligent Transportation Systems (ITS) Architecture & Deployment Guide*** for the Charleston Area Transportation Study (CHATS) area and intersecting interstate network. The purpose of the *Architecture* will be to document regional ITS integration so that planning and deployment of a regional network can take place in an organized, coordinated, and cost-efficient manner over the next **ten years**. The selected Consultant will tailor the [National ITS Architecture](#) to the CHATS area, establishing regionwide agreement for technical integration by:

- Identifying ITS-related stakeholders and participating agencies;
- Inventorying existing components of the regional ITS network;
- Documenting how the individual ITS components are linked to each other and what information is exchanged;
- Building consensus on regional ITS-related services and needs;
- Developing operational concepts that identify roles and responsibilities of stakeholders;
- Defining high-level system functional requirements;
- Outlining the sequence of projects required for implementation; and
- Creating of a list of agency agreements required for operation and ITS Standards for supporting regional interoperability

BCDCOG anticipates that a contract will be awarded in November 2021. The successful firm or team of firms should be prepared to begin work immediately upon contract execution.

## II. About CHATS & BCDCOG

CHATS is the federally-designated **Metropolitan Planning Organization** (MPO) for the urbanized areas of Berkeley, Charleston, and Dorchester counties in South Carolina. CHATS is based in North Charleston and staffed by the Berkeley-Charleston-Dorchester Council of Governments (BCDCOG). We serve as a regional forum for transportation decision making, helping to ensure that our region continues to remain accessible as the population of our region changes.

As the MPO, CHATS is **responsible** for:

- Identifying operational and management strategies to improve the performance of existing transportation facilities in relieving motor vehicle congestion and maximizing the safety and mobility of people and goods. [[23 CFR § 450.24\(f\)\(5\)](#)]
- Addressing congestion management through the *Congestion Management Process*, including consideration of Intelligent Transportation Systems (ITS) technologies. [[23 CFR § 450.322](#)]
- Developing, updating, and maintaining a regional ITS architecture. [[23 CFR § 940.9](#)]

CHATS is governed by a **Policy Committee** representing governmental and transportation-related organizations throughout the CHATS area. The committee is made up of 72 voting members from 14 separate municipalities and three county governments. An **ITS Committee**, formed in 2019, provides ITS-related recommendations to the Policy Committee.

See the **Appendix A** for a map of the CHATS area boundary.

### III. Federal Requirements

In 1997, Congress passed the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21) to address the need to work toward regionally-integrated transportation systems. In January 2001, the Federal Highway Administration (FHWA) published a rule and the Federal Transit Administration (FTA) published a companion policy to implement § 5206(e) of TEA-21. The rule and policy aimed to foster regional integration by requiring that all Intelligent Transportation Systems (ITS) projects funded by the Highway Trust Fund be in conformance with the *National ITS Architecture* and officially adopted standards. Conformance with the *National ITS Architecture* was defined as using its framework to develop a regional ITS architecture that is tailored to local needs and the subsequent adherence of ITS projects to the regional ITS architecture.

The **regional ITS architecture** identifies ITS integration opportunities among agencies within a region and defines how cooperation between the agencies in the deployment of an ITS network can be used to meet regional transportation needs. By defining what currently exists in the area of ITS deployments, a regional ITS architecture can be used to identify gaps in needed ITS services and can identify how these gaps could be addressed. The architecture can then be used to efficiently structure implementation of ITS technologies. By creating a long-range plan for the implementation of these systems and technologies, BCDCOG can:

- Provide interoperability among jurisdictions
- Establish minimum requirements within the region
- Identify standard interfaces
- Prioritize regional investments
- Prepare for future expansion

## IV. Project Need

As the population in the CHATS area continues to grow rapidly, **traffic congestion** has also continued to increase. According to a 2015 analysis by the [Texas A&M Transportation Institute](#), Charleston residents spent, on average, five more hours waiting in traffic each year compared to residents in other, similarly-sized regions. This was despite the fact that the typical Charleston resident traveled 20 fewer miles each year on arterials and freeways. This congestion has contributed to higher *Travel Time Index* and *Commuter Stress Index* ratings compared to peer regions, and it costs the Charleston region an estimated \$470 million annually in lost productivity and wasted fuel.<sup>1</sup>

The region's traffic congestion may also have related impacts on **traffic safety**. An analysis of crashes between 2014 and 2016 in the CHATS area identified that crash clusters were correlated with locations experiencing heavy congestion.<sup>2</sup> To make progress towards the region's safety targets, the South Carolina Department of Transportation (SCDOT) and BCDCOG recently completed eight intersection projects, three interchange projects, 13 miles of interstate safety projects, and five projects from the region's *Transportation Alternatives Program*. Despite these safety investments, the rate of traffic-related serious injuries and fatalities continued to rise between 2016 and 2020. And even with future anticipated safety investments, BCDCOG expects that any future reductions in rates of traffic-related serious injuries and fatalities could be offset by increases in total vehicle-miles traveled.<sup>3</sup>

---

<sup>1</sup> 2040 CHATS [Long-range Transportation Plan](#), p. 29.

<sup>2</sup> 2040 CHATS [Long-range Transportation Plan](#), p. 35.

<sup>3</sup> FFY 2021 – FFY 2027. CHATS *Transportation Improvement Program*, p. 1-6.

## V. Project Background

To make progress towards our mobility, reliability, and safety goals, BCDCOG/CHATS identified the need for a regional intelligent transportation system architecture in its *Transportation Improvement Program*.<sup>4</sup>

The need to develop a regional ITS architecture is tied to a series of **previous, ongoing, and planned ITS projects and programs**:

- SCDOT's Traffic Management Center (TMC) is located in Columbia, SC, and its staff monitors system cameras for incident management, controls permanent dynamic message signs, and coordinates with Highway Patrol
- SCDOT's District 6 TMC monitors cameras on the region's interstates (I-26 and I-526) and on the Ravenel Bridge through trained contract employees. In addition, some real-time camera streams are publicly-accessible through SCDOT's [511 tools](#). The space and personnel capacity at the District TMC is limited, so additional cameras at intersections are only monitored on an as-needed basis.
- Local TMC operated by the City of Charleston's Department of Traffic & Transportation. The City of Charleston monitors roughly 40 cameras plus additional City-owned cameras on interstates and the Ravenel Bridge (not coordinated with the SCDOT cameras)
- City of Charleston's *Traffic Sequencing Plan* (2008)
- SCDOT's *North CHATS Area Traffic Signal Master Plan* (2011)
- SCDOT's [South Carolina Statewide ITS Architecture](#) (2015)
- SCDOT's I-526 Intersection Improvement Project
- SCDOT's [Adaptive Signal System Safety Impacts](#) report (2021)
- Previous investment in Automated Vehicle Location (AVL) on Charleston Area Regional Transportation Authority (CARTA) buses
- CARTA's development of an *Electric Bus Master Plan* (ongoing)
- Continued investment in the design of the region's first [bus rapid transit system](#) (ongoing), which included an ITS inventory of segments of Rivers Avenue
- A pilot of transit signal prioritization along Dorchester Road (ongoing), which will include an ITS inventory of segments of Dorchester Road
- BCDCOG's ongoing development of a [Regional Freight Plan](#) to help accommodate recent investments in inland port facilities, existing port terminal improvements, and new terminal and intermodal facility construction
- Town of Mt. Pleasant's recent signal preemption for fire service and conversion of in-pavement detection to radar detection at intersections

---

<sup>4</sup> FFY 2021 – FFY 2027. CHATS *Transportation Improvement Program*, Appendix B includes approximately \$350,000 for Consultant services in developing a regional ITS architecture. This budget may be modified at the sole discretion of BCDCOG.

## VI. Project Resources

Below is a list of potential stakeholders and partner agencies that could be included during the *Regional Intelligent Transportation Systems Architecture* development process.

| Stakeholder   |
|---|
| BCDCOG/ CHATS   |
| Berkeley County   |
| CARTA   |
| Charleston Area Convention & Visitors Bureau (Explore Charleston)   |
| Charleston County   |
| Charleston County Aviation Authority  |
| City of Charleston (Department of Traffic & Transportation's Traffic Signal Operations Division, Emergency Medical Services, Fire Department) |
| City of North Charleston (Department of Public Works, Fire Department)  |
| Commercial Vehicle Operators (CVO)  |
| Dorchester County   |
| Major fleets (USPS, FedEx, UPS, etc.)   |
| National Oceanic & Atmospheric Administration (NOAA), including the National Weather Service and the National Hurricane Center                |
| Rail operators  |
| Rail services (Amtrak)  |
| South Carolina Department of Health & Environmental Control   |
| SCDOT (Traffic Engineering in District 6 and Headquarters, Planning, and IT offices)  |
| South Carolina Ports Authority  |
| Town of Mount Pleasant (Department of Engineering & Development Services, Fire Department, and Police Department)                             |
| Town of Summerville, Street Department  |

## VII. Project Scope

The response to this RFQ should address how the Consultant will develop an *Architecture* that includes, but is not necessarily limited to, the core areas listed below. **Additional tasks, modifications to the task list, or an alternative arrangement of the tasks are strongly encouraged.**

### Task 1: Project Management Strategy, Communication Strategy, & ITS Vision/Goals Memo

Immediately upon receipt of a notice to proceed, the Consultant will develop both a *Project Management Strategy* and *Communications Plan*. The ***Project Management Strategy*** will include schedules and deliverables for tasks – including timeframes for review. The *Project Management Strategy* will also include high-level draft outlines for deliverable documents, such as data collection or stakeholder input strategies – for review and approval. See *Section VIII: Project Schedule* for more information.

A regional **ITS Committee** advises the CHATS Policy Committee, assists with coordinating existing ITS projects in the region, and provides a forum for information exchange. It is anticipated that the ITS Committee will act as an advisory group for the development of the *Regional ITS Architecture*. In the ***Communication Strategy***, the Consultant will review the list of stakeholders and partner agencies in *Section VI: Project Resources* and suggest any additional members of government, private sector groups, academia, or advocacy groups that should be considered to join the ITS Committee for the duration of the *Architecture* development process. This group will be the main source of technical and policy support to the Consultant and BCDCOG staff while delivering the scope of work. The Consultant will recommend and facilitate strategies for engaging the ITS Committee to support the tasks and scope of work. See *Section IX: Project Communication* for additional information.

The Consultant will work with the ITS Committee to establish a **broad ITS vision** for the region through a list of operational goals that are consistent with the goals listed in the CHATS 2040 [Long-range Transportation Plan](#) and the CHATS *Congestion Management Process* (2018). These goals will be used to guide the remaining tasks included in the scope of work. The Consultant will propose means and methods to generate and incorporate input from the ITS Committee, including recommendations for a preferred database format.<sup>5</sup>

Recommended Deliverables:

- *Project Management Strategy* (draft and final)
- *Communication Strategy* (draft and final)
- *ITS Vision/Goals Memo* (working draft, to be finalized in Task 4 deliverable)

---

<sup>5</sup> Input may also be sought from other technical BCDCOG or CHATS advisory committees, such as the Transportation Enhancements Committee, the Safety Improvements Committee, or the Air Quality Coalition.

## Task 2: Regional Baseline Inventory

The Consultant will perform a baseline inventory of regional ITS infrastructure to help establish a broader understanding of variations in existing deployed systems, existing system ownership, and the region's ITS capacity. The Consultant will initially collect data from the ITS Committee and will reach out to other entities deploying ITS technologies. If there are any agencies or jurisdictions that are unable to provide an inventory or if gaps exist in the inventory, the Consultant may conduct field work verification as a means of gathering baseline inventory data.

The inventory will include, but may not be limited, to:

- **Communication systems and networks used by state, county, local, and transit agencies**
  - Traffic signal interconnections
  - Fiber and wireless networks
  - Radio systems
  - Other communication networks
- **Field devices**
  - Cameras, including functional attribution
  - Dynamic message signs
  - Traffic detection devices and surveillance equipment
  - Identify corridors that have Advanced Traffic Management Systems (ATMS) traffic control deployment and locations (e.g., traffic responsive control, traffic adaptive control, etc.)
- **Operations-related information about local jurisdictions and agencies**
  - Traffic Management Center
  - Specialized incident and event management
  - Supporting staffing resources
  - Database systems
  - Electric charging infrastructure
  - Information Technology (IT) infrastructure resources
  - Infrastructure specifically designated for connected/autonomous vehicle deployment

BCDCOG prefers this information to be captured in geospatial and/or tabular format, where appropriate and feasible.

In conjunction with this task, BCDCOG staff will be responsible for compiling a dataset of any relevant, near-term ITS projects/programs that are identified in the CHATS *Transportation Improvement Program*, SCDOT *Statewide Transportation Improvement Program*, SCDOT plans, and local plans, where available. The intent is to have these proposed projects available to the Consultant when identifying potential pilot projects in the *Regional ITS Deployment Guide*.

Recommended Deliverables:

- *Baseline Inventory Memo* (draft and final)

### **Task 3: Data Governance Best Practices Report**

The Consultant will research best practices for transportation data governance at the regional level using state governments, other MPOs, and local governments as examples. BCDCOG is specifically interested in the following topics and potential policy-related barriers to their implementation:

- Open-data standards and opportunities
- Cyber security standards
- Signal detection and preemption (including pedestrian and bicyclist detection)
- Vehicle-to-Everything (V2X) data standards and opportunities
- Potential to leverage existing data (e.g., Waze, TNCs, bikeshare, etc.)
- Mobility as a Service

The Consultant should research **data exchange models** that consist of diverse scopes, scales, and use cases to create a broad range of alternative models to review.

Recommended Deliverables:

- *Data Governance Best Practices Report* (draft and final)

#### Task 4: Regional ITS Architecture

The Consultant will create a *Regional ITS Architecture* based on the most recent version of the *National ITS Architecture*. The document should include an executive summary that is written so that it can be understood by a lay audience and a comprehensive architecture document that includes written descriptions, graphics, and all components outlined below.<sup>6</sup>

- Stakeholders: The Consultant will create a list of stakeholders and partner agencies that need to be incorporated into the *Regional ITS Architecture*.
- ITS Component Inventory: The Consultant will summarize the baseline inventory and list of relevant, near-term ITS projects/programs, mapping them to the *National ITS Architecture* subsystems and terminators. The Consultant will identify inventory gaps and identify additional inventory items to fill the gaps.
- Needs Analysis: The Consultant will identify a candidate list of ITS services that should be provided in the region (with an emphasis on security) and identify what agencies have expressed the need for those services.
- Regional Concept of Operations: The Consultant will identify the roles and responsibilities of stakeholders for the operation, implementation, and maintenance of an ITS network.
- Functional Requirements: The Consultant will develop a list of Functional Requirements that will consist of high-level descriptions of what each ITS component will do in the region.
- Information Flows: The Consultant will document how the individual ITS components are linked together and what information is exchanged through a complete set of diagrams. This should include a list of existing **agreements or memoranda of understanding** in the region that are used to exchange information and to implement projects.
- ITS Services: The Consultant will identify the user services or market packages that can be implemented to improve the mobility, reliability, and safety of the regional transportation network through better information, advanced systems, and new technologies.
- Implementation: The Consultant will identify ITS Standards, create an updated list of needed agency agreements, and recommendations for maintaining the *Regional ITS Architecture*.

Recommended Deliverables:

- Comprehensive *Regional ITS Architecture* (initial draft, updated draft, final)

---

<sup>6</sup> Development of the sections may be iterative and not necessarily sequential.

### **Task 5: Regional ITS Deployment Guide**

The Consultant will create a ***Regional ITS Deployment Guide*** that will ideally function as a standalone document that can be updated frequently. The *Guide* will give planners and operators an overview of available transportation technologies currently being used and serve as a reference for what type of solutions are appropriate based on the local context and the performance needs of the area.

The Consultant should conduct a scan or **literature review** of notable national standards for state-of-the-practice deployments to be used as case studies for the ITS Committee to review. The *Guide* should include a list of current and emerging technologies with a discussion on their potential to impact the regional transportation network. The *Guide* should also include broad life-cycle cost estimates for each component, where appropriate and feasible, to help demonstrate the potential return-on-investment and to help make a business case for implementation.

The Consultant should include an **action plan** based on the recommendations from the *Regional ITS Architecture* that includes achievable objectives, recommended project sequencing, and performance targets in line with the **ten-year planning horizon**. The action plan should focus on optimizing the multimodal performance of the regional transportation network.

The Consultant will include within the action plan a minimum of three strategic locations and pilot concepts in the region for deployment of ITS technologies. The pilot concepts should document at each location the existing infrastructure and technology, programmed projects, a performance assessment, justification for the selection of the location, a framework for evaluating the pilot results, data sharing needs, and high-level cost estimates for implementing.

Recommended Deliverables:

- *Regional ITS Deployment Guide* (draft and final)

## 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 **12 months** of the date of such notice. The work will be guided by the *Project Management Strategy* deliverable noted in *Section VII: Project Scope* and submitted to BCDCOG within three weeks of the receipt of notice to proceed.

Periodic payments for the work will be made in accordance with a schedule proposed by the Consultant and approved by BCDCOG. The Consultant will be responsible for submitting regular invoices and progress reports to BCDCOG, and BCDCOG anticipates that this activity will take place monthly.

The project will be considered complete only after action has been taken by the CHATS Policy Committee.

## IX. Project Communication

Regularly scheduled project **briefings** will be held by the Consultant for BCDCOG staff. The schedule for these briefings should be guided by the *Project Management Strategy* deliverable noted in *Section VII: Project Scope* and submitted to BCDCOG within three weeks of the receipt of notice to proceed. The Consultant will be responsible for the logistics of these meetings, ensuring consistency with the CHATS [Public Participation Plan](#) (2019), meeting agendas (submitted within three working days of each meeting), and meeting notes.

In addition, the Consultant will facilitate **meetings with the ITS Committee** to complete the scope of work and share draft deliverables. The schedule for these briefings should be guided by the *Communications Strategy* deliverable noted in *Section VII: Project Scope* and submitted to BCDCOG within three weeks of the receipt of notice to proceed. The Consultant will be responsible for the logistics of these meetings, ensuring consistency with the CHATS [Public Participation Plan](#) (2019), meeting agendas (submitted within ten working days of each meeting), and meeting notes.

The number of briefings and ITS Committee meetings will be negotiated between the Consultant and BCDCOG as part of the scope of work. BCDCOG recommends holding project briefings between the BCDCOG staff and the Consultant at least once every month, with the purpose of resolving administrative questions, tracking completed activities, identifying potential barriers to completion of future activities, and scheduling future activities. Minutes for these briefings and ITS Committee meetings will be the responsibility of the Consultant and delivered to BCDCOG within one week of the briefings.

BCDCOG anticipates that the Consultant will hold a virtual pre-kick-off meeting with BCDCOG staff, followed by a full kick-off meeting with the ITS Committee.

Upon completion of the project, the Consultant will provide all project-related datasets and final deliverables in their original electronic format. The Consultant will also provide final deliverables in a PDF format, as appropriate.

## X. Qualification Submission

BCDCOG, in cooperation with SCDOT and local municipalities, is issuing this Request for Qualifications (RFQ) to firms that have the capability and interest in undertaking a *Regional Intelligent Transportation Systems Architecture & Deployment Guide* for the CHATS area. Each firm is officially a Consultant, and each Consultant must submit one (1) electronic copy of its response to BCDCOG no later than 3:00 PM (EST) on **August 16, 2021** to:

Jason McGarry  
Procurement & Contracts Administrator  
[jasonm@bcdcog.com](mailto:jasonm@bcdcog.com)

All qualifications will be logged with the date and time received. Any qualifications received after the date and time specified will not be considered.

Qualifications must not be more than the equivalent of 30 single-sided 8.5" x 11" pages in length (not including the front and back covers, a one-page cover letter, and Standard Federal Form 330)

Responses to the RFQ should include the following information:

1. A **work plan** describing the Consultant's proposed approach to the project.
2. A proposed project **schedule** that includes major tasks, milestones, interim deliverables, and final deliverables.
3. Name(s) of the prime and sub-Consultants that will comprise the project **team**.
4. Name of the proposed **project manager** for the team who will be the sole point of contact for BCDCOG during the day-to-day planning process.
5. **Résumés** of the primary personnel who will participate in performing the scope of work, including the primary personnel for sub-Consultants who will be completing a portion of the scope of work.
6. An **organizational chart** illustrating the relationships between the team members and their individual responsibilities during the project.
7. List of at least three **relevant projects** performed within the past five years that are indicative of past performance and abilities of the project team, including client contact information with current daytime phone number.
8. Standard **Federal Form 330** for the prime Consultant and all sub-Consultants.
9. **Signature** of an authorized officer of the prime Consultant firm.

## **XI. Selection Process**

All qualifications received will be evaluated by a Selection Committee and assisted by other technical personnel, as deemed appropriate, for the purpose of selecting the Consultant. BCDCOG reserves the right to reject any and all responses to this RFQ, in whole or in part, if in the judgment of the Selection Committee, the best interest of all parties will be served.

Potential Consultant responses to the RFQ will be evaluated using a two-step selection process. The first step will involve evaluation by the Selection Committee of each submitted response to this RFQ using the selection criteria and weight of consideration (totaling 100 points) listed below:

### **STEP ONE: QUALIFICATION SUBMISSION**

#### ***Understanding the purpose: 10 Points***

Demonstrated understanding of the project purpose by the Consultant as presented in this Request for Qualifications. Evaluation will be based on information presented in the Consultant's response to this RFQ 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 or an alternative arrangement of tasks.

#### ***Capability and qualifications: 15 Points***

The qualifications, experience, and technical expertise of team members assigned to the project as specified in the response to this RFQ, with particular reference to technical quality on past projects.

#### ***Cooperative work experience: 10 Points***

The 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.

#### ***Method of approach: 35 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. The response to the RFQ should outline the type of deliverables anticipated over the course of the project.

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

The degree to which an innovative approach to the project is proposed beyond the suggested elements, either in project management, data gathering, analysis, engagement, or another task item.

#### ***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 timeframe.

#### ***Disadvantaged Business Enterprise (DBE) designation or subcontractor participation: 10 Points***

The extent to which the prospective Consultant team includes participation of a DBE. See agency policy in **Appendix B**.

The second step may involve oral interviews or presentations by the Consultants submitting the highest-scoring technical qualifications.

**STEP TWO: PRESENTATIONS (BCDCOG reserves the right not to include this activity)**

Consultants with the highest-scoring technical qualifications may be requested to make an oral presentation of their qualifications. This presentation, if held, will provide an opportunity for the Consultant to clarify their response to the RFQ.

---

**QUESTIONS AND CLARIFICATIONS:**

Consultants may ask questions to clarify the contents of this RFQ 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 **August 2, 2021**. 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 BCDCOG, changes in the content of the RFQ are required, an addendum will be issued by BCDCOG. Any addendum that may be issued will be transmitted by email to a list of firms maintained by BCDCOG and posted on the website.

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

---

**TIMEFRAME FOR SELECTION PROCESS**

The proposed timeframe for this selection process is as follows:

|                                      |                                  |
|--------------------------------------|----------------------------------|
| Request for Qualifications Released: | July 19, 2021                    |
| Clarifying Questions Due:            | August 2, 2021                   |
| Request for Qualifications Due:      | August 16, 2021 by 3:00 PM (EST) |
| Interviews (if held):                | Week of August 30, 2021          |
| Award Notification                   | September 21, 2021               |
| Award of Contract:                   | November 2021                    |

---

## **NOTICE OF AWARD**

Selection of the successful Consultant will be made solely by BCDCOG. The Selection Committee shall rank each response to the RFQ 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 qualifications, 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 responses to the RFQ received, and in all cases, BCDCOG will be the sole judge as to whether a Consultant's response to the RFQ has or has not satisfactorily met the requirements of this RFQ.

Notice of "Intent to Award Contract" will be posted on the BCDCOG website. In addition, a notice will be emailed to Consultants, informing them of the success, or lack thereof, of their response to this RFQ to receive an award.

## **XII. Additional Information**

### **DISADVANTAGED BUSINESS ENTERPRISE**

It is the policy of 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 (49 CFR Part 26). To that end, 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:

### **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 the 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.

### **PROPRIETARY/CONFIDENTIAL INFORMATION**

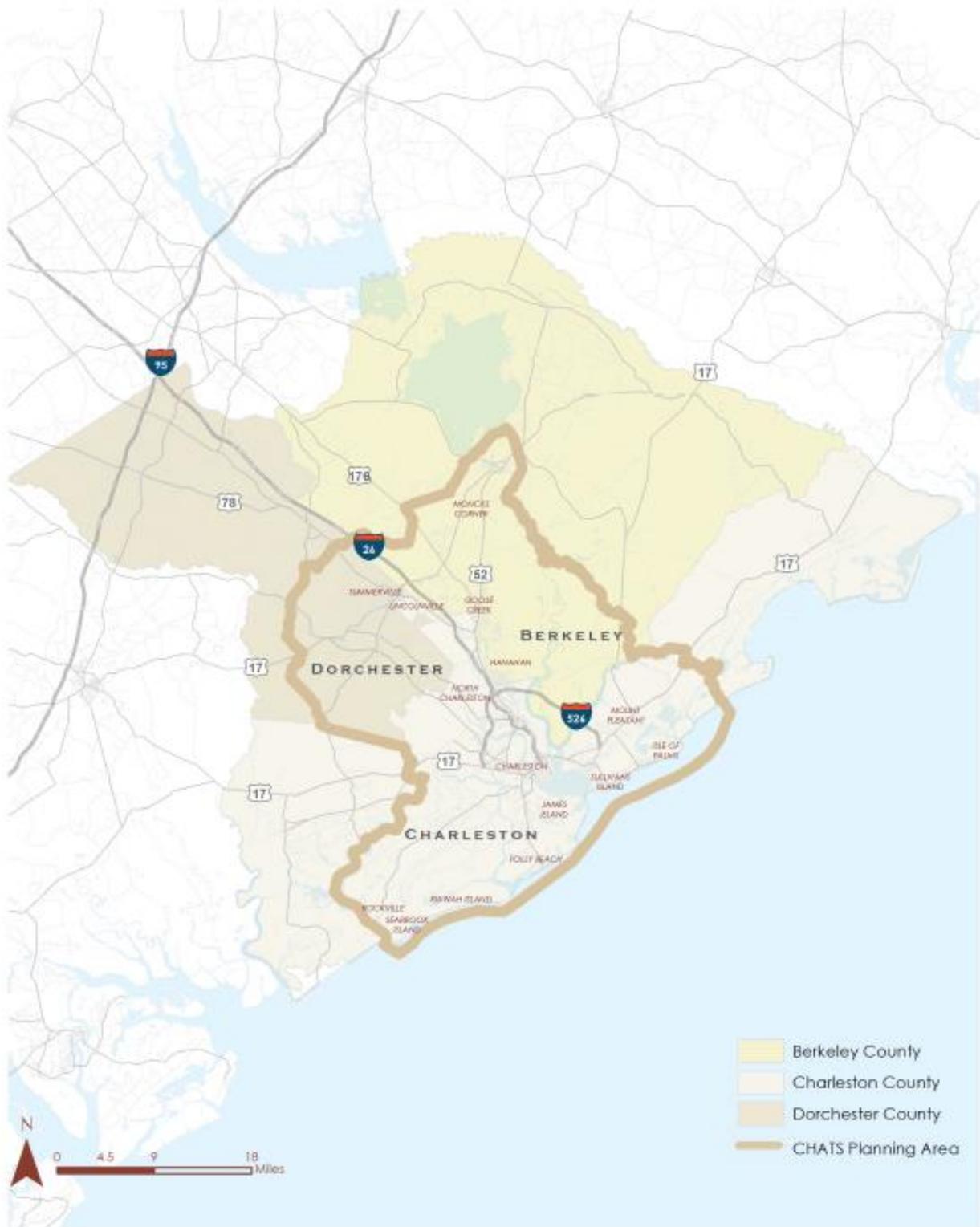
Trade secrets or proprietary information submitted by a Consultant in connection with a procurement transaction shall not be subject to public disclosure under the Freedom of Information Act; however, the Consultant must invoke the protections of this section prior to or upon submission of the data or 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 response to this RFQ 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 RFQ, 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 response to the RFQ confidential/proprietary is not in conformance with the South Carolina Freedom of Information Act.

## Appendix A – CHATS Area



## **Appendix B – Federal 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 GLPTC, 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 FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **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 FHWA 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 FHWA under the authority of 49 U.S.C. § 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 FHWA. 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**

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. Access to Records. The Contractor agrees to provide sufficient access

to FHWA 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 FHWA and its contractors' access to the sites of performance under this contract as reasonably may be required.

#### **CHANGES TO FEDERAL REQUIREMENTS**

Contractor shall at all times comply with all applicable FHWA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreements between BCDCOG and FHWA, 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 FHWA 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 FHWA Circular 4220.1F, dated March 2013Lit, are hereby incorporated by reference. Anything to the contrary

herein notwithstanding, all FHWA 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 FHWA 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, ADebarment 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 FHWA funded projects are produced in the United States, unless a waiver has been granted by FHWA 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 FHWA 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 FHWA.

#### **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 FHWA 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 FHWA.

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 FHWA; 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).

#### **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.

#### **CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FHWA Notice, “FHWA National ITS Architecture Policy” 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FHWA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

### **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 B 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.

### **NOTIFICATION OF LEGAL MATTERS AFFECTING THE FEDERAL GOVERNMENT**

The contractor is required to promptly notify the BCDCOG of any current or prospective legal matters that may affect the BCDCOG and/or the Federal government. The FHWA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming of the Federal government as a party to litigation or a legal disagreement in any forum for any reason. This notification requirement shall flow down to subcontracts and/or sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

## Appendix C – Representations & Certifications

### CERTIFICATE REGARDING LOBBYING

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

(a) 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 Certifications and Assurances Fiscal Year 2021 8 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 into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) 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.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Company Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

Company Name: \_\_\_\_\_

1. By signing and submitting this bid, the prospective lower tier participant is providing the signed certification set out below.
2. The certification referred to in this paragraph is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Council may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the Council if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered participant,” “persons,” “lower tier covered transaction,” “principal,” “bid,” and “voluntarily excluded,” as used in this paragraph, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 49 CFR part 29. You may contact the Council for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the Council.
6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this paragraph. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. Except for transactions authorized under subparagraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is [Project Name] [Contract Number] Certification

Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion [Project Number] 00457-2 suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the Council may pursue available remedies including suspension and/or debarment.

**CERTIFICATION**

1. The prospective lower tier participant certifies, by submission of this bid, that neither it nor its “principals” (as defined at 49 CFR section 29.105(p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this certification.

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

Company Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

### Buy America Certification

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 steel, iron, and manufactured products used in FHWA-funded projects are produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11.

A bidder or Firm must submit to the FHWA recipient the appropriate Buy America certification (below) with all bids or offers on FHWA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. Certification requirement for procurement of steel, iron, or manufactured products. Certificate of Compliance with 49 U.S.C. 5323(j)(1) The bidder or Firm hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

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

Company Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1) The bidder or Firm hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

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

Company Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Certification Regarding Conflict of Interest**

**1. Certification.** The Firm hereby acknowledges that, to the best of its knowledge and belief:

(Choose One)

\_\_\_\_\_ Determined that there are no relevant facts or circumstances which could give rise to conflicts of interest. (Firm may provide an explanation or any supporting documentation).

OR

\_\_\_\_\_ Determined that one or more conflicts of interest exists. (Firm must provide a Mitigation Plan).

**2. Flow-Down.** The Firm acknowledges that Conflict of interest flows down to each of its subcontractors and subconsultants.

**3. Continuing Obligations.** The Firm has a continuing obligation to the BCDCOG to disclose conflicts of interest to the during the solicitation phase or, if awarded a contract, throughout the duration of the contract. During the solicitation, the Disclosure and Certification Regarding Conflict-of-Interest Form(s) and any related mitigation plan(s) must be submitted to the Procurement/Contracts Administrator.

By signing below, the Firm certifies that the information contained in this form is accurate to the best of its knowledge, and that the Firm agrees to comply with the requirements herein. The Firm has a continuing obligation to BCDCOG to disclose conflicts of interest during the solicitation phase or, if awarded a contract, throughout the duration of the contract

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

Company Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Disadvantaged Business Enterprise (DBE) Certification**

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

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If no, has the 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.

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

Company Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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