



BERKELEY-CHARLESTON-DORCHESTER
COUNCIL OF GOVERNMENTS

PLANNING, PARTNERSHIP & PROSPERITY

REQUEST FOR QUALIFICATIONS

Park & Ride Design

Issued: August 28, 2023
Responses Due: September 18, 2023

CONTACT:

Jason McGarry
Procurement/Contracts Administrator
jasonm@bcdcog.com

The Berkeley-Charleston-Dorchester Council of Governments (BCDCOG) is an association of local governments that assists in planning for common needs of the three counties and municipalities therein for sound regional development. As such, BCDCOG is soliciting qualifications proposals from a multidisciplinary team of consultants to design of a Public Transit Park & Ride Facility.

BCDCOG is requesting qualifications proposals to design a Public Transit Park & Ride on 1.5-acre vacant lot identified as TMS 4641400191, located just north of Mount Pleasant Street between King Street (US 76) and Meeting Street (US 52) in the City for Charleston. The lot was previously a petroleum station with a now inactive CSX railroad that has been abandoned along the east side of the property.

The requirements for submitting a qualifications proposal are stated with the following Request for Qualifications (RFQ). This RFQ has been developed in accordance with the procurement guidelines of the Federal Transit Administration (FTA), and those related to State and Local Government.

All qualifications proposals are due to **Berkeley Charleston Dorchester Council of Governments (BCDCOG) 5790 Casper Padgett Way, North Charleston, SC 29406**, no later than **September 18, 2023 at 2:00 p.m. EST**. One (1) signed original, one (1) digital and three (3) printed copies should be submitted in a sealed box marked with the following information:

Park & Ride Design

**Attn: Jason McGarry, Procurement/Contracts Administrator
(Name of Company Submitting Qualifications)**

Any revisions to this RFQ will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the RFQ will be posted on the BCDCOG website www.bcdco.com. All Firms should consult this website for updates before submitting qualifications proposals.

Any proposal submitted as a result of this solicitation shall be valid for ninety (90) calendar days following the submittal date. This solicitation does not commit BCDCOG to award a contract, to pay any cost incurred in the preparation of proposals, or contract for the services. BCDCOG may award to more than one consultant whose proposal is in compliance with all State and Federal regulations.

Proposals resulting from this solicitation are subject to the South Carolina Freedom of Information Act (FOIA). All information that is to be treated as confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12-point type.

Sincerely,



Procurement/Contracts Administration

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SECTION 1 – PROJECT BACKGROUND AND LOCATION

1.0 Project Background

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. The Berkeley-Charleston-Dorchester Council of Governments (BCDCOG) is an association of local governments and one of South Carolina's 10 Regional Planning Councils that assists in planning for the common needs of its three counties and 27 municipalities. 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, Charleston Area Regional Transportation Authority (CARTA) and TriCounty Link (TCL).

CARTA provides public transportation services to the urbanized area of Charleston County and transports two (2) million passengers per year on 18 fixed routes, four (4) express routes, three (3) Downtown Area Shuttles (DASH).

TriCounty Link (TCL) is comprised of nine (9) fixed routes and eight (8) 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.

The BCDCOG wishes to design a new Public Transit Park & Ride lot on what is currently a 1.5-acre vacant lot identified as TMS 4641400191, located just north of Mount Pleasant Street between King Street (US 76) and Meeting Street (US 52) in the City for Charleston.

SECTION 2 – SCOPE OF SERVICES

The scope of this work includes progressing concept and preliminary design development towards final sealed construction plans, permitting, and regulatory approvals. The lot will include a parking area(s), pay kiosks, a guard building, bus shelters, bike racks, bus circulation, bus loading/standing area, utility tie-ins, street lighting, signage, security cameras, and landscaping.

- The design of the site to accommodate bus circulation should account for the possibility that BCDCOG may decide in the future to use the lot for other CARTA lines. The selected firm shall coordinate with the Lowcountry Rapid Transit (LCRT) engineer for vehicle access requirements. Design vehicle for developing bus circulation roadways/driveways will be a 40-60ft articulated transit bus.
- The commuter parking area should accommodate a maximum number of stalls that the site and appropriate bus circulation will allow.
- ADA requirements must be met. The design will connect the site to existing adjacent sidewalks and crosswalks. However, further discussion with SCDOT will be required to provide an appropriate crossing at Meeting Street.

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- BCDCOG will provide site signage specific to site branding and CARTA operations. Consultant will provide standard roadway and MUTCD signage for the roadway and parking operations.
- Consultant will be responsible for bringing power to the site. Electrical power is to accommodate lighting, and security cameras. Restroom facilities will be addressed through the use of an accessible port-o-let on site contracted separately by BCDCOG. No water or wastewater facilities are included.
- Consultant will investigate the use of possible impervious material/pavers versus traditional drainage for the parking area. Consultant is to prepare options vs. cost for BCDCOG review. It is assumed that site drainage will connect to adjacent drainage systems assumed to be owned and maintained by SCDOT or the City of Charleston with appropriate retention and treatment prior to entering the City system.
- BCDCOG will provide the pre-fabricated bus shelter to Consultant for inclusion in the plans. Consultant will incorporate the manufacture details and specifications into the bid documents. Two shelters are anticipated, each measuring approximately 5ftx12ft.
- Landscaping without sprinklers to be included. Landscaping should be low maintenance, low-lying and security friendly. Fencing shall comply with known property covenants but will help control pedestrian access to the site and should be more aesthetically pleasing than chain-link fence.
- Consultant will obtain land disturbance and stormwater management permits and obtain a City of Charleston review for lighting/landscaping and zoning approvals on behalf of BCDCOG.
- Consultant will provide sealed bid documents for bid advertisement by BCDCOG. Consultant will prepare the bid book based on standard contract language, bid tabs, and contract provisions.
- The site is comprised of a former petroleum station site and a railroad line in operation for approximately 150 years. A Voluntary Cleanup Contract (VCC 18-6524-NRP) has been initiated and is being prepared separately with BCDCOG. This scope will incorporate the Soil Management Plan, Corrective Action Plan, and technical specs into the bid documents for appropriate handling and disposal of contaminated soil or groundwater encountered during construction.
- Federal funding is being used for this project. NEPA documentation and approval has been completed and is not included in the resulting scope of work.

2.1 Project Standards

The following design standards will be utilized towards execution of this assignment:

- South Carolina Department of Transportation Highway Design Manual 2004 and applicable revisions;
- South Carolina Department of Transportation Standard Drawings;
- South Carolina Department of Transportation Pavement Design Guidelines, July 2008;
- AASHTO - A Policy on Geometric Design of Highways & Streets, 2004 (Green Book);
- MUTCD 2003;
- AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities, 1st Ed
- South Carolina NPDES General Permit for Storm Water Discharges from Large and Small Construction Activities, September 1, 2006
- NFPA 70 – National Electric Code
- 2015 International Building Code with SC modifications;
- 2015 International Residential Code with SC modifications;
- 2015 International Fire Code with SC modifications.

2.1 Tasks

Consultant will provide professional engineering and design services to Berkeley-Charleston-Dorchester County Council of Governments (BCDCOG) for the planned project described herein.

- Conceptual Design - Circulation and Site Plan (10% of construction plan development) for review and comment by BCDCOG.
- Preliminary Plans (50%) for review and comment by BCDCOG.
- Final Plans (95%), Draft Bid Book and Specifications for review and comment by BCDCOG.
- Sealed Plans (100%), Bid Book and Specifications for permitting and approvals.
- Bid Phase and Construction Support Services.

Task 1 – Project Management/Coordination

Consultant will conduct ongoing coordination with the BCDCOG throughout the duration of the project. Ongoing coordination includes an initial project kickoff meeting, progress meetings, and meeting summaries. Preparation of monthly invoices and progress reports including task accomplishments and status of deliverables.

Task 1 Deliverables

- *Kickoff Meeting with BCDCOG to review scope, schedule, budget, and project expectations.*
- *Monthly progress reports.*

Task 2 – Survey

Consultant will provide topographic surveying services of the site to obtain planimetrics, surface grade, visible features, adjoining curb, sidewalks, roadways, and utilities. Under Task 2, Consultant will:

- Establish horizontal and vertical control for the Project. The horizontal datum will be South Carolina State plane NAD 83 (2011) coordinates. The vertical datum will be the NAVD 88 datum.

- Locate property corners and field survey right of way and property lines based on combined property plat prepared by others for Phase I ESA and recorded with Charleston County 8/01/2018.
- Perform topographic survey of site/property
- Cross Section and/or radially topo portions of Mount Pleasant Street, King Street (US 76), and Meeting Street (US 52) for driveway access and drainage purposes.
Locate landscape and trees with size and type (deciduous or evergreen).
Prepare a MicroStation DGN CAD file with a DTM of the surface area and a planimetric file with the features including existing sidewalk, curb, surface drainage structures (inverts), pavement markings and utility markings located in the project site.

Task 2 Deliverables:

- Base map as electronic DGN file to include topographic and planimetric features, property lines, right-of-way, surface drainage, visible utility features, subsurface utilities made available by PUPS and contacted utility owners.
- DTM file
- Signed and sealed hardcopy of SUE plans (Q-LB) (.pdf)

Task 3 – Subsurface Utility Engineering

Consultant shall perform subsurface utility engineering (SUE) services to identify underground utilities adjoining the project site that may impact the design of the lot. SUE services will adhere to the ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). The subconsultant performing these services will obtain all necessary permits from city, county, state or any other municipal jurisdictions to allow personnel to work within the existing streets, roads and rights-of-way.

Under this task:

- Contact PUPS to request a utility marking of the subsurface utilities and then to locate the utility
- location marks as set by PUPS locators in the project areas (QL-D).
- Contact utilities owners in the project area to obtain record drawings of subsurface utilities to
- supplement PUPS mark outs and compile subsurface utility information in the base map (QL-C).
- Research utility records and field designation (marking) of existing underground utilities (QL-B)
- Field survey of marks (QL-B)
- SUE test holes (QL-A) are not included at this time.

Any necessary utility relocations will be handled in accordance with the SCDOT'S "A Policy for Accommodating Utilities on Highway Rights of Way" and the Code of Federal Regulations, Title 23, Chapter 1, Subchapter G, part 645, subparts A and B. These services will be performed by individuals skilled and experienced in utility coordination services.

Task 3 Deliverables:

- *Electronic DGN file to include subsurface utilities obtained under all Quality Levels to be incorporated into the project base map.*
- *Signed and sealed hardcopy of SUE plans (all QLs) (.pdf)*

Task 4 – Environmental Engineering

The City of Charleston acquired the property on 7/31/2018 and entered into a Voluntary Cleanup Contract (VCC) 18-6524-NRP with SCDHEC on 8/28/2018, regarding the environmental response and intended use of the property (Low Line project). The City subsequently conveyed the property to BCDCOG on 9/04/2018 and the VCC 18-18-6524-NRP has or will inure to the benefit of BCDCOG.

S&ME performed VCC environmental responses actions including preparation of a VCC Work Plan, performance of soil and groundwater quality assessments, performance of a well survey, and preparation of a VCC Report. If the VCC environmental response actions indicate petroleum and other contaminants are present on the property, requirements for specific material handling practices, and potentially corrective measures, will be required.

The following environmental engineering tasks are included in this scope to address necessary preventive, corrective, and handling methods during construction may be required by VCC 18-6524-NRP.

Task 1: Prepare combined VCC Media Management and Corrective Measures Plan for submittal to SCDHEC on BCDCOG behalf. This task will discuss the recommended protocol for excavation, site worker protection, management of environmental media (soil and groundwater), disposal options, and corrective measures requirements, such as an exposure barrier or cap.

Task 2: Prepare environmental technical specification for contaminated media management for inclusion with bid documents for the contractor. Technical specification will be developed for proper excavation and handling of contaminated environmental media (soil and groundwater) and other applicable requirements.

Task 4 Deliverables:

- *Digital PDF of VCC Media Management and Corrective Measures Plan*
- *Technical specification for contaminated media management for inclusion with bid documents for the contractor*

Task 5 – Geotechnical Engineering

Consultant shall prepare a geotechnical investigation and pavement design memorandum with supporting analysis which will address pavement section options vs cost, as well as detail results from geotechnical site exploration as detailed below. Consultant will provide a boring location plan which will be incorporated into the final plan set. All field work and drilling will be performed in accordance with an approved Health and Safety plan consistent with known site conditions at this time under VCC 18-18-6524-NRP.

Contractor shall provide onsite coordination and sampling observation with the SUBCONSULTANT for the following:

- Consultant will coordinate with the SUBCONTRACTOR who will provide drilling, utility locating
- (PUPS) coordination and laboratory testing.
- (3) Hollow Stem Auger borings advanced to 8 feet deep each, with bulk sampling.
- (1) Hollow Stem Auger advanced to 15 feet deep, with continuous Split Spoon sampling
- (3) Bulk samples (60 lbs. each), collected from near the surface for laboratory compaction testing.

- (2) Bore-hole infiltration testing as per ASTM D6391-11 in two boring hole locations.

The results of which will be compiled into a geotechnical investigation and pavement design memorandum with supporting analysis which will be the basis for recommendations for subgrade treatment, pavement section options vs cost, and infiltration rates for the surrounding soil for drainage design.

Task 5 Deliverables:

- *Digital PDF of geotechnical investigation and pavement design memorandum*

Task 6 – Concept Design - Circulation and Site Plan (10%)

Consultant conduct a field review of the survey and site visit to gain a more thorough understanding of the project site and to verify the survey features. Consultant shall assess the project for potential constraints to the proposed concepts, including existing topography, property lines, drainage patterns, utilities, lighting, vegetation, and structures, and prepare a list of additional survey requirements, if needed.

Coordination with respective utility providers to identify utility locations and to identify potential utilities conflicts will begin at this stage.

Consultant shall prepare three (3) conceptual layouts which will evaluate alternative parking layout, driveway access, bus circulation, bus shelter location, and guard booth location for review by BCDCOG. Cost estimates will be prepared for each conceptual alternative. Consultant will submit the concept layouts to BCDCOG electronically and arrange a meeting with BCDCOG shortly thereafter to discuss comments and issues, and to identify a preferred alternative to progress forward. The purpose of this review is to identify one alternate (or a combination of features from alternates) to progress to final design.

Task 6 Deliverables:

- *Digital PDF of Conceptual Layout for each alternative and one (1) half size scale hardcopy on*
- *11"x17' sheets of each alternative for BCDCOG review and file. Concept layouts will be superimposed over color aerials with design linework at an appropriate scale to clearly identify the alternatives.*
- *Design criteria for site, utilities, and access*
- *Cost estimates for each alternative*

Task 7 – Preliminary Design & Plan Preparation (50%)

Upon BCDCOG approval of a single conceptual design alternative, Consultant will advance the alternative to the Preliminary Design phase.

The Preliminary Design package will include:

- Title Sheet
- Horizontal layout and site plan
- Grading and Drainage plan
- Erosion and Sediment Control Plan

- Pavement design and boring location plan
- Utility Plan bringing power and data to site
- Pavement Marking and Signage Plan
- Traffic Control Plans
- One Line Power Diagram
- Electrical Site Power and Lighting and CCTV Plan
- Engineers Construction Cost Estimate
- Outline of Technical Specifications

The drainage scope will include the review of adjacent drainage systems assumed to be owned and maintained by the City for Charleston or SCDOT in order to determine the preliminary location and capacity for the proposed drainage system based upon the alternative selected in the conceptual plan.

No structural work will be provided in this task except the design of appropriate concrete slab and subbase preparation to receive the relocated guard booth.

The electrical scope will include coordination with the power company for a new service to the site. A preliminary equipment layout, shown on the site plan, will include service entrance equipment, utility transformer, distribution panels and preliminary roadway and pedestrian lighting. Preliminary locations for CCTV cameras, restroom and security and lighting control panels will be shown.

The lighting design will be based on IES recommendations and the requirements of local lighting ordinances. Contractor will coordinate with utility owners to determine site load requirements and to identify tie-in points for power and data.

Coordination with the City of Charleston for building and zoning approval requirements will begin at this stage.

Contractor shall submit the Preliminary Plans to BCDCOG electronically and arrange a meeting with BCDCOG shortly thereafter to discuss comments and issues, and to progress to final plans.

Task 7 Deliverables:

- *Digital PDF of Preliminary Design plans and one (1) half size scale hardcopy on 11"x17' sheets of the plan set for BCDCOG review and file.*
- *Preliminary quantities and construction cost estimate.*

Task 8 – Final Design & Plan Preparation (95%), Draft Bid Book and Specifications

Upon BCDCOG approval of Preliminary Plans, Consultant shall advance the design and plan preparation to Final Design (95%). The final design will incorporate preliminary plan review comments and update the following:

- Title Sheet
- General Construction Notes
- Horizontal layout and Site plan
- Grading and Drainage plan
- Erosion and Sediment Control Plan

- Pavement design and boring location plan
- Utility Plan bringing power and data to site
- Pavement Marking and Signage Plan
- Traffic Control Plans
- Landscaping Plans
- One Line Power Diagram
- Electrical Site Power and Lighting and CCTV Plan
- Security Riser Diagram
- Lighting Fixture Schedule and Details
- Panel Schedules and Details
- Engineer's Construction Cost Estimate
- Compile BCDCOG boiler plate, Instructions to Bidders, Special Provisions, and Bid tabulations for final review

The drainage drawings and specifications will be generally complete as this stage. Drawings will include the Grading and Drainage Plan showing the final location of the proposed drainage system, and Erosion and Sediment Control Plan, and necessary notes and details. A preliminary drainage report, CSWPPP, and NOI will be generally complete at this stage pending final review and final comments.

The electrical drawings and specifications will be generally complete at this stage with the exception of miscellaneous notes and final details. Drawings will include a One-Line Power Diagram showing utility connection, service entrance equipment and all Lighting and Distribution Equipment. Site Power and Lighting Plans will be finalized and will show all locations of light fixtures, CCTV Cameras, Distribution and Control Equipment and Grounding. CCTV and Lighting Control Riser Diagrams will be complete. Lighting Fixture Schedule and Details will be complete and will indicate fixture type, wattage, distribution and notes. Panel Schedules will be complete. Continued coordination with the power company for a new service to the site will be provided.

Permits:

Construction Activity Permit

For land disturbing activities, a storm water management plan will be prepared for City of Charleston MS4 review, and SCDHEC-OCRM Coastal Zone Consistency (CZC) screening and granting of NPDES coverage. A SCDHEC-OCRM Notice of Intent (NOI) package will be prepared and provided to each agency for review and approval. Submittal packages will include application forms, design checklists, plan sheets and computations. Contractor should provide technical assistance during the permitting review process as required.

Encroachment Permits

An encroachment permit will be required for work within City of Charleston right-of-way (Mount Pleasant Street) and SCDOT state right-of-way (King Street (US 76) and Meeting Street (US 52)). Contractor shall prepare required drawings and attachments and complete the application on-behalf of the BCDCOG. Consultant shall respond to all comments and incorporate necessary revisions to the plans or permit information as per review of the permit application.

City of Charleston Planning and Zoning approval

Consultant shall coordinate and prepare an application to the City of Charleston Planning and Zoning departments in compliance with local zoning ordinances for site layout and landscaping approvals.

Task 8 Deliverables:

- *Digital PDF of Final Plans and one (1) half size scale hardcopy on 11"x17' sheets of the plan set for BCDCOG review and file.*
- *Digital PDF of the boiler plate, Instructions to Bidders, Special Provisions for review by BCDCOG.*
- *Update quantities and construction cost estimate*

Task 9 – Sealed Plans (100%), Bid Book and Specifications

Following receipt of Final Design comments from BCDCOG, consultant should anticipate making minor revisions to seal the final plans to acquire final permits and approvals. Under Task 9, consultant will:

- Seal and date the plans.
- Finalize and seal the BCDCOG boiler plate, Instructions to Bidders, Special Provisions, and Bid tabulations and await NTP from BCDCOG for bid phase.
- Finalize permit applications. Provide sealed plans to all permitting agencies.
- Issue final copy of plans to each affected utility.
- Finalize Engineer's Construction Cost Estimate.
- Follow-up with permitting agencies on all pending permits.

Task 9 Deliverables:

- *Written responses to Final Plans review comments. It is assumed one round of comments will be performed by BCDCOG.*
- *Applications and sealed plans to permitting agencies*

Task 10 – Bid and Construction Support Services

Following receipt of all permits and a NTP from BCDCOG to engage in bid advertisement, Consultant shall perform the following tasks under Task 7:

- Provide assistance to the BCDCOG in the form of responding to questions from bidders.
- Prepare addenda as necessary.
- Attend a pre-bid meeting.
- Attend bid opening.
- Tabulate and review the bids and provide a recommendation to the BCDCOG as to the lowest responsible bidder.
- Compile and prepare conformed copies of the contract for BCDCOG and Contractor execution.
- Review shop drawings and construction submittals from the Contractor.
- Provide general design assistance to BCDCOG during construction.

Task 10 Deliverables:

- *Final bid package (Plans, Bid Book) sealed in electronic format for bidding through website.*
- *Three (3) sets of sealed final bid package (Plans, Bid Book).*
- *Copies of all permits and attachments. Original permits will be provided to BCDCOG for record keeping.*
- *Responses to RFI and other questions during the bidding process.*
- *Recommendation of Contractor to BCDCOG.*
- *Confirmed copies for BCDCOG and Contractor execution.*

SECTION 3 – PROPOSAL CONTENT AND OUTLINE

Proposal Submission Requirements

Proposals must not be more than the equivalent of 30 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. List of the key personnel who will participate in performing the scope of work. A resume for each listed team member, including sub-Consultant key personnel who will be completing a portion of the scope of work must also be provided.
2. An organizational chart depicting relationships between the team members and agencies and responsibilities of each.
3. 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.
4. Standard Federal Form 330 for the prime Consultant and all sub-Consultants.
5. Signature of an authorized officer of the prime Consultant firm.

SECTION 4 – PROPOSAL EVALUATION

The following criteria will be used in evaluating the proposals:

1. Experience, qualifications, and technical competence in the types of work required (30%)
2. Past performance on projects of a comparable nature (25%)
3. Relevant experience and qualifications of personnel to be assigned to the project (20%)
4. Demonstration of consultant's approach to performing the work, including an indication of the degree of availability the consultant anticipates in scheduling staff to meet project needs (20%)
5. Disadvantaged Business Enterprise designation (5%)

A Selection Committee will review each qualification proposal. The Selection Committee may choose to interview the top ranked consultants.

SECTION 5 – GENERAL CONDITIONS

Preparation of Proposals: All costs associated with the preparation and delivery of a Proposal are the sole responsibility of the applicable Consultant.

Proposal Inquiries: Communication by any Consultant with any agent or employee of BCDCOG or about this RFQ, or the pending process may result in the Consultant being deemed ineligible with regard to this

RFQ. All questions and requests for clarification regarding this RFQ or this process must be submitted in writing to Jason McGarry, Procurement/Contracts Administrator at jasonm@bcdco.com Any correction or changes to this RFQ will be made by written addendum only and will be posted on www.bcdco.com

Subcontracting: If subcontractors are necessary to complete any functions of this requirement, the Consultant must list their names and business locations of any proposed subcontractors, with their submitted Proposal Form. BCDCOG reserves the right to review and approve any subcontractors proposed by the Respondent.

Exceptions to RFQ: All exceptions taken by Consultant must be specific. Consultant must clearly indicate what alternative is being offered to allow BCDCOG a meaningful opportunity to evaluate the Proposal. Submitting an alternative proposal does not relieve the Consultant from submitting the Minimum Requirements as stated in the RFQ. BCDCOG is under no obligation to accept any proposed exceptions or alternatives.

Single Proposal Response: If only one Proposal is received in response to this RFQ and it is found by BCDCOG to be acceptable, a detailed price/cost proposal may be requested of the single Consultant. A price or cost analysis, or both, possibly including an audit, may be performed by or for BCDCOG of the detailed price/cost proposal in order to determine if the price is fair and reasonable.

Opening of Proposal: Proposals will not be publicly opened. All Proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation, and selection process. Only the members of the Evaluation and Selection Committee and other BCDCOG officials, employees and agents having a legitimate interest will be provided access to the Proposals and evaluation.

Confidentiality: Upon receipt at BCDCOG, your Proposal is considered a public record except for material, which qualifies as “trade secret” information under SC FOIA. To properly designate material as Confidential/Trade Secrets.

Reservation of Rights to Change Schedule: BCDCOG shall ultimately determine the timing and sequence of events resulting from this RFQ. BCDCOG reserves the right to delay the closing date and time for any phase if BCDCOG staff believe that an extension will be in the best interest of

Reservation of Rights to Amend RFQ: BCDCOG reserves the right to amend or cancel this RFQ at any time during the process if it believes that doing so is in the best interests of BCDCOG. Any addenda will be posted on the BCDCOG website and is the responsibility of the Consultant to include any addenda with their proposal.

Additional Evidence of Ability: A Consultant shall be prepared to present additional evidence of its experience, qualifications, ability, products, service facilities, and financial standing if requested by BCDCOG.

No Collusion or Conflict of Interest: By responding to this RFQ, the Consultant shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Consultant submitting a separate response to this RFQ and is in all respects fair and without collusion or fraud.

Withdrawal for Modification of Proposals: Consultants may change or withdraw their Proposals at any time prior to Proposal opening; however, no oral modifications will be permitted. Any proposal or

modification received at the office designated in the solicitation after the exact time specified for receipt will not be considered and will be returned to the Consultant unopened. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal, which is addressed in the same manner as the Proposal and received by BCDCOG prior to the scheduled closing time for receipt of Proposals, will be accepted.

Compliance with Laws: In submitting a Proposal, each Consultant agrees to make itself aware of, and comply with, all local, state, and federal ordinances, statutes, laws, rules, and regulations applicable to the Services covered by this RFQ. Each Consultant further agrees that it will at all times during the term of the Contract comply with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but not limited to, Workers Compensation, the Fair Labor Standards Act (FLSA), Department of Labor and associated Section 5333b, the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work covered by this RFQ.

Protest Procedures: All protests must be submitted to BCDCOG in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence, and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor, be signed by the Protestor, and be notarized. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by BCDCOG.

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

Berkeley Charleston Dorchester Council of Governments (BCDCOG)
5790 Casper Padgett Way
North Charleston, SC 29406
ronm@bcdcog.com

Review of Protests by FTA: All protests involving contracts financed with federal assistance shall be disclosed to the FTA in accordance with FTA Circular 4220.1F. Protesters shall exhaust all administrative remedies with BCDCOG prior to pursuing protests with FTA. FTA limits its reviews of protests to: a grantee's failure to have or follow its protest procedures; a grantee's failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation.

Conflicts of Interest: No employee, officer or agent of BCDCOG shall participate in the selection or in the award of the Contract if a conflict of interest, real or apparent, would be involved.

Gratuities: BCDCOG'S officers, employees, and agents cannot solicit nor accept gratuities, favors, or anything of monetary value from Consultants or other parties with an interest in the selection of the award of the Contract.

Lobbying: During the period beginning with the advertisement and distribution of the RFQ and ending with contract execution, no Prospective Consultant is allowed to communicate with any BCDCOG staff, employees, consultants, or agents regarding this RFQ, excluding:

Communications with the Procurement/Contracts Administrator.
Communications that are in response to inquiries initiated by BCDCOG

The Prospective Consultant shall not, in any discussion with a BCDCOG employee, address any substantive or procedural matter relating to this RFQ, the evaluation or selection process hereunder, or Contract award.

Clarification of Ambiguities: Any Consultant believing that there is any ambiguity, inconsistency or error in this RFQ shall promptly notify BCDCOG in writing of such apparent discrepancy. Failure to notify BCDCOG will constitute a waiver of claim of ambiguity, inconsistency, or error.

Consultant's Obligation to Fully Inform Themselves: Consultants or their authorized representatives are expected to fully inform themselves as to all conditions, requirements, and specifications of this RFQ before submitting Qualifications Proposals. Failure to do so will be at the Consultants own risk.

APPENDIX A – REQUIRED FEDERAL CLAUSES

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser 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 Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

(1) 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

(2) 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS AND REPORTS

(1). Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, 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 the 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.

(2.) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the 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. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

(3.) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(4.) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

(6.) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(7.) FTA does not require the inclusion of these requirements in subcontracts.

4. CHANGES TO FEDERAL REQUIREMENTS

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

5. TERMINATION

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

(b.) Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, BCDCOG may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(c.) Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, BCDCOG may terminate this contract for default. BCDCOG shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the BCDCOG, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and BCDCOG shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of BCDCOG.

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

(e.) Termination for Convenience (Professional or Transit Service Contracts) BCDCOG, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6. CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

(a.) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

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

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

(d.) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from BCDCOG. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

(e.) The contractor must promptly notify BCDCOG, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work.

8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

9. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and

Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or Consultant certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or Consultant knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Consultant agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BREACHES AND DISPUTE RESOLUTION

Disputes - Disputes arising in the performance of this Contract which 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 [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. 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 [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between BCDCOG and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which BCDCOG is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the BCDCOG or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11. LOBBYING

Mandatory Clause/Language

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

12. CLEAN AIR

Clean Air - (1) The 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. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

13. CLEAN WATER

Clean Water - (1) The 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. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

14. PROMPT PAYMENT

The Contractor agrees to pay subcontractors within ten (10) calendar days of the Contractors receipt of payment from BCDCOG for undisputed services provided by the subcontractor. The Contractor agrees to pay subcontractors all undisputed retainage payments within ten (10) calendar days of completion of the work, regardless of whether the Contractor has received any retainage payment from BCDCOG.

The Contractor shall not postpone or delay any undisputed payments owed subcontractors without good cause and without prior written consent of BCDCOG. The Contractor agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes. The Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that subcontractors are promptly paid for work, they have performed.

15. ENERGY CONSERVATION

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.

16. ADA ACCESS

The contractor agrees to comply with all the provisions of Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, and USDOT/FTA implementing regulations. Contractor will not discrimination and ensure equal opportunity and access for persons with disabilities.

17. NOTIFICATION OF LEGAL MATTERS AFFECTING THE FEDERAL GOVERNMENT

The contractor is required to promptly notify BCDCOG of any current or prospective legal matters that may affect the BCDCOG and/or the Federal government. The FTA 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.

18. FREE SPEECH & RELIGIOUS LIBERTY

All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment

19. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

The Contractor certifies that it does not have delinquent tax debt or that it has been convicted of felonies within the last 24 months. U.S. DOT Order 4200.6 applies this prohibition to all lower tier transactions and Subsection 4(g) requires this requirement flow down to its subcontractors.

APPENDIX A – REQUIRED CERTIFICATIONS

Debarment and Suspension Certification

Choose one alternative:

- The Consultant, _____ certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
 4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

- The Consultant is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Consultant certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

Name:

Authorized signature

Date

Lobbying Certificate

The Consultant certifies, to the best its 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 a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. 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 thereof.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE CONSULTANT, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE CONSULTANT UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the bidder or Consultant's authorized official:

Title: _____

Signature

Date

APPENDIX B – SITE PHOTOS

The Property includes approximately 1.5 acres located between King and Meeting Streets, north of Mount Pleasant Street in Charleston, South Carolina. The Property is identified by the Charleston County Assessor's Office as tax parcel TMS# 464-14-00-191 as shown below.

