

# **Charleston Area Regional Transportation Authority (CARTA)**



## **Bus Shelter Installation Request for Proposals**

Charleston, South Carolina  
Date: October 24, 2017

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**Due Date:** November 14, 2017  
**Time:** 3:00 P.M. EST

**Receipt Location:**  
Charleston Area Regional Transportation Authority  
Attn: Jason McGarry  
1362 McMillan Ave, Suite 100  
North Charleston, SC 29405

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**PUBLIC NOTICE  
REQUEST FOR PROPOSAL  
CARTA2017-06**

Charleston Area Regional Transportation Authority (CARTA) will accept proposals from prime contractors to provide the scope of services requested herein. The prime contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all requirements necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

The Purpose and Intent of this RFP is to procure construction management services which will include complete oversight of construction, permitting and installation of bus shelters for CARTA. The services include the management, construction and installation of bus stop signs, shelters, benches and other associated amenities such as bicycle racks. Relocation and installation of existing shelters, benches will be added on an "as needed" basis.

Any contract awarded pursuant to this RFP is subject to financial assistance grants between CARTA and the U.S. Department of Transportation ("USDOT"), Federal Transit Authority ("FTA"), and/or the South Carolina Department of Transportation ("SCDOT"). The Contract is subject, not only to CARTA policies and procedures, but also to the statutes, regulations, policies and procedures of the FTA and SCDOT.

The deadline for Bidders to submit written questions for information and/or clarification is **3:00 PM on November 7, 2017**. All written questions received by this deadline will be answered in a written addendum.

The deadline for receipt of all submittals is **3:00 P.M. on November 14, 2017**

All Proposal responses should be mailed or delivered to:

**Charleston Area Regional Transportation Authority**  
Attn: Jason McGarry  
1362 McMillan Ave, Suite 100  
North Charleston, SC 29405

*The deadline shown above 3:00 P.M on **November 14, 2017** is extremely important. The completed proposal must have been physically received on or prior to that deadline. If you plan to have your proposal delivered other than by personal delivery, please remember that even though the proposal may be postmarked prior to the deadline, if it is not received by the deadline time and date, it absolutely cannot be considered*

## **PART 1: GENERAL INFORMATION, TERMS AND CONDITIONS AND PROCUREMENT PROCESS**

### **A. GENERAL INFORMATION**

1. **Ethics and No Contact Policy.** After issuance of this RFP, Offerors, or anyone acting directly or indirectly on behalf of an Offeror or potential Offeror (Offeror) or a subcontractor (Subcontractor) shall not discuss or submit inquiries about this RFP in any way with any of the CARTA employees, agents, or elected or non-elected officials, or a member of the Board of Directors (the Board), other than the Procurement Officer, Jason McGarry, [jasonm@bcdcog.com](mailto:jasonm@bcdcog.com). Any communication with the Procurement Officer must be in writing, and submitted as required in this RFP. The foregoing restriction expires once the Bus Shelter Installation Contract has been executed. Violation of this restriction may result in disqualification of the Offeror for the award of the Bus Shelter Installation Contract, suspension or debarment, and may constitute a violation of the South Carolina Ethics Act. The prohibition contained herein does not apply to interviews with the Evaluation Committee, where such interviews are initiated by the Procurement Officer with an Offeror as provided in this RFP.
2. **No Liability for Costs.** CARTA shall not be liable for any costs incurred by the Offeror or any other person in connection with the preparation or submission of the proposal or any other materials required pursuant to this RFP.
3. **Accuracy and Completeness.** By submitting a proposal pursuant to this RFP, the Offeror represents that the information contained in such proposal is true, accurate and complete at the time of submission and warrants that such information will remain true, accurate and complete throughout the life of the procurement process and any contract awarded to the Offeror pursuant to this RFP.
4. **Misrepresentation.** If CARTA finds the Offeror has either knowingly misrepresented any information or failed to provide requested information in a timely manner, this may constitute sufficient grounds for CARTA to deem the Offeror non-responsible or non-responsive.
5. **Cancellation of RFP.** CARTA reserves the right to accept or reject any and all proposals received as a result of this RFP, to negotiate with all or selected Offerors, or to cancel, in part or in whole, this RFP if it is in the best interest of CARTA to do so.

### **B. TERMS AND CONDITIONS**

#### **1. Non-Discrimination**

- a. **Non-discrimination Requirement.** The Offeror shall not discriminate on the basis of race, color, religion, national origin, age, gender, sexual orientation, veteran status, disability and/or any other protected class under the law in the performance of this RFP.
- b. **Title VI of the Civil Rights Act of 1964.** The Offeror agrees to comply with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, USDOT regulations, "Nondiscrimination in Federally-Assisted Programs of the USDOT", 49 CFR Part 21.
- c. **Equal Employment Opportunity.** The Offeror may not discriminate against any employee or prospective for employment because of race, color, religion, national origin, age, gender, sexual orientation, veteran status, disability and/or any other protected classes under the law. 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. The Offeror shall insert the foregoing provision (modified only to show the particular contractual relationship) in all of its third party contracts associated with the Bus Shelter Installation Contract resulting from this RFP, except contracts for standard commercial

supplies or raw materials and construction contracts. Further, the Offeror shall require all such subcontractors to insert a similar provision in all subcontracts, except contracts for standard commercial supplies or raw materials, except contracts for standard commercial supplies or raw materials and construction contracts.

- d. Access Requirements for Individuals with Disabilities. Offeror must comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq. and 49 U.S.C. § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. § 1612; and other applicable federal and state statutes, rules and regulations.

## **2. Term**

The initial term of the Bus Shelter Installation Contract resulting from this RFP shall be for two (2) year, and CARTA, at its sole discretion, has the option to renew the Contract for one year increments up to three (3) additional years.

## **3. Termination**

Should the contractor be found to have failed to perform its services in a manner satisfactory to CARTA, CARTA will provide written notice of such deficiency to the Contractor. The Contractor shall have, from the receipt of the written notice, thirty (30) business days to cure the deficiency. If the contractor fails to cure the deficiency, CARTA may terminate the contract immediately for cause. CARTA shall be sole judge of non-performance. In the event that CARTA determines to terminate the contract, contractor agrees that it will continue to provide services, if requested to do so by CARTA, pursuant to the contract until the effective date of the new contract.

## **4. Termination for Convenience or Mutual Agreement**

CARTA may terminate this Contract for convenience with a written notice of not less than thirty (30) days. The parties have the right to termination upon mutual written agreement. There will be no additional costs to CARTA upon termination for convenience or mutual termination other than for work already performed satisfactorily and accepted by CARTA.

## **5. Availability of Funds**

This procurement is subject to the availability of funding. CARTA will rely on funds approved by the Board on an annual basis. If sufficient funds are not approved by the Board to fund the contract, CARTA can terminate the contract upon written notice to the contractor.

## **6. Financial Transparency**

Upon written request from CARTA, the contractor shall provide CARTA any and all documents, data, and financial records, in written or electronic form, relating to the expenditure of all funds, regardless of the source of funding, paid to the contractor under this contract. Such information shall be provided within five days, unless otherwise agreed upon in writing by CARTA or his designee, of its request at no cost to CARTA. Such information shall be available for public disclosure by CARTA as provided for in the South Carolina Freedom of Information Act, S.C. Code Ann. § 30-4-10, et seq. (2014) (SCFOIA) and S.C. Code Ann. § 11-35-410 (2011). Contractor agrees to and shall insure that this financial transparency provision is included in each contract that it has with a subcontractor to perform work under this contract.

## **7. Freedom of Information Act**

To the extent that the SCFOIA and S.C. Code Ann. § 11-35-410 require the production and release of public records, CARTA has a statutory duty to comply with SCFOIA and is subject to civil suit, including the award of costs and attorney's fees for failure to comply therewith. Contractor acknowledges that CARTA, in its sole discretion, must determine what a public record is and what CARTA is required to release. In the event there is a dispute regarding what constitutes a public record and whether it is exempt from disclosure pursuant to S.C. Code Ann. § 30-4-40 or § 11-35-410, CARTA will give contractor five (5) days' notice prior to releasing such information, during which time contractor shall take whatever action it deems necessary to challenge the release. Further, if any legal actions are brought against CARTA as a result of contractor's refusal to provide or failure to cooperate with a CARTA request for information, contractor shall reimburse to CARTA all costs and attorneys' fees incurred by CARTA in connection with such an action and shall in all respects indemnify and hold CARTA harmless against any losses or financial penalties in connection with such action.

#### **8. Insurance**

The contractor shall procure automobile liability and property damage liability insurance from a company that is authorized to write insurance in the state of South Carolina and is in good standing with the South Carolina Insurance Commissioner to protect CARTA, it's Board, officials, employees, agents and volunteers, as well as the contractor and its employees. CARTA shall maintain limits of no less than:

- a. Workers' Compensation Statutory Amount
- b. Comprehensive General Liability \$1,000,000 - Combined Single Limit
- c. Comprehensive Auto Liability \$1,000,000 - Combined Single Limit
- d. Umbrella Liability \$ 3,000,000 Combined Single Limit

The contractor shall provide CARTA with evidence of such insurance; together with an appropriate endorsement that such insurance will not be cancelled without thirty (30) days prior written notice to CARTA (cancellation of insurance shall constitute an event enabling CARTA to immediately terminate this contract).

#### **9. Laws and Regulations**

Contractor will comply with all applicable State, Federal and Local Laws and regulations.

#### **10. Immigration Law Compliance**

By executing and entering into this contract, the contractor is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et. seq., and regulations relating thereto, as either may be amended. Failure by the contractor to comply with the laws referenced herein shall constitute a breach of this contract and CARTA shall have the discretion unilaterally to terminate this contract immediately.

#### **11. Contractor Solely Responsible for Performance/Subcontractors**

The contractor will be solely responsible for performance under this contract. CARTA will rely upon the contractor for full, complete, and satisfactory performance under the terms and conditions of this contract and for any relief, or judgment which may be requested by CARTA against the contractor or which may be entered against the contractor in any litigation which may arise under this contract or the relationship between the parties. If the contractor's services provided for hereunder include services, equipment or materials supplied by a

subcontractor, the contractor must act as the contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements

**12. Legal Relationship**

The contractor is an independent contractor and is not the legal representative or agent of CARTA. The contractor and CARTA have a business relationship based entirely on and circumscribed by this contract. No partnership, joint venture, agency, fiduciary, or employment relationship is intended or created by reason of this Contract.

**13. Prompt Payment**

The contractor must comply with all of CARTA's policies and procedures, specifically including its prompt payment policy.

**14. Disputes**

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Ad Hoc Procurement Review Panel in accordance with the Authority's Procurement and Contract Administration Policy, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Charleston County, State of South Carolina. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the RFP. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

**15. Indemnification**

Notwithstanding any limitation in this RFP, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be

construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. Any term or condition is void to the extent it requires the Authority to indemnify, defend, or pay attorney's fees to anyone for any reason

## **C. PROCUREMENT PROCESS**

### **1. Procurement Officer**

Jason McGarry is the Procurement Officer for this RFP and all contact regarding any aspect of this RFP shall be by e-mail to [jasonm@bcdcog.com](mailto:jasonm@bcdcog.com), except as otherwise authorized herein.

### **2. Submission of Questions**

All questions, comments, requests for information or clarifications regarding this RFP must be submitted as indicated below no later than **3:00 P.M., November 7, 2017**. All questions, comments, requests for information or clarifications should, to the highest degree possible, cite the specific RFP section and paragraph number(s) to which the question refers. All questions, comments, requests for information or clarifications regarding this RFP should include the identity of the sender, firm name, mailing address, telephone number, and e-mail address

### **3. Response to Questions**

CARTA's Response to Questions, Clarification and Subsequent Amendment: All responses to questions submitted to CARTA shall be answered by written amendment issued by the Procurement Officer to all persons that requested the RFP from the Procurement Officer. No oral responses provided during the site visit or at the pre-proposal conference are binding on CARTA. CARTA reserves the right to make modifications or amendments to this RFP, either at the request of an Offeror or upon CARTA's own initiative. If CARTA determines it is appropriate to revise any portion of this RFP, it will issue a written amendment to the RFP. Offerors shall submit a signed copy of the "Receipt of Amendments" for each amendment issued with their proposals

### **4. Submission of Proposals**

- a. FOIA. All proposals received become the exclusive property of CARTA. At such time as the Bus Shelter Contract is agreed to by the contractor and the Board, all proposals submitted will become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal that constitute confidential and proprietary information or trade secrets as those terms are used in the South Carolina Consolidated Procurement Code (S.C. Code Ann. § 11-35-410) and the Freedom of Information Act (S.C. Code Ann. § 30-4-40(a)(1)) and that are so marked in the RFP as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY." However, proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be released pursuant to a freedom of information request. CARTA shall not in any way be liable or responsible to any Offeror or other person for any disclosure of any such records or portions thereof, whether the disclosure is deemed to be required by law, by a court order, and/or occurs through inadvertence, mistake, or negligence on the part of CARTA, its officers, agents, or employees. Any legal costs associated with determining confidential information is excluded or included in a public records request is at the expense of the Offeror.
- b. Proposal Format. Proposals in response to this RFP shall be considered received at the time

actually received by CARTA. CARTA will not accept late proposals. Proposals received after the time and date will be returned unopened at the Offeror's expense and the Offeror will be disqualified. Offerors shall submit the Proposals in two parts, the technical proposal and the pricing proposal. The Proposals shall consist of:

- One (1) original proposal
- Two (2) copies of proposal
- One (1) digital copy on a CD or USB Drive.

Proposals shall be delivered to: **Jason McGarry, Procurement/ Contracts Administrator**  
**Charleston Area Regional Transportation Authority**  
**1362 McMillan Ave, Suite 100**  
**North Charleston, SC 29405**

#### **5. Opening of Proposals**

At the designated time for receipt of the proposals, the proposal packages will be opened and listed for the record of receipt. The packages will be secured and made available exclusively to the Evaluation Committee, select support staff, and legal counsel.

#### **6. Reservation of Rights**

CARTA reserves the right to seek clarification and to request supporting documentation and contractors shall comply with these requests.

#### **7. Award Notification**

Notice of "intent to award" a contract will be sent via email to all contractors that submitted a proposal. Any amendments to this solicitation will also be provided to all known interested contractors. Award will be made to the most responsive and responsible offeror whose proposal provides the best value and is determined to be most advantageous to CARTA. Offerors agree to adhere to all applicable State, Federal and Local laws and regulations. Applicable Laws and regulations will be attached to the purchase agreement. The successful offeror will be required to sign a standard "Offeror Certification- Non Collusion" and "Offeror Certifications-Debarment" form. (Appendix A).

#### **8. Protests**

Protests to this solicitation or contract award must be in accordance with CARTA protest procedures contained in CARTA's "Procurement and Contract Administration Policy" (Procurement Policy). A copy of the Procurement Policy is posted on CARTA's website.

### **PART 2: SCOPE OF SERVICES.**

#### **1. Bus Stop Locations**

CARTA will be providing bus stop locations that have been selected for siting and construction during the initial contract term. CARTA will continue to identify site locations for bus shelters and amenities as funds are available during the term of the Contract. CARTA will be responsible for procurement of shelters, benches, bike racks, and signs.

#### **2. Contractor Services**

A breakdown of the contractor required services follows:

1. Pull permits as required by the appropriate state or local governmental authority;
2. Abide by all Federal, State and Local laws regarding pouring of the pads, depth, material;
3. Make utility one-calls (811, "Call before you dig") for all bus stops and Amenities and communicate all results with the Installation contractor;
4. Construction and installation of the bus stops and amenities, including but not limited to the following:
  - Dig holes and install bus stops and amenities with sacked concrete around the base;
  - Build forms, place rebar, and pour concrete for shelter and bench pads according to manufacturer specifications (typically 4-6 inch concrete at 3000 psi). This work may entail building or repairing curbs and sidewalks to ensure full accessibility to the stop;
  - Add boarding and alighting areas (B&As—basically sidewalk work) where specified;
  - Assemble and install shelters and amenities according to the manufacturer's instructions;
  - Leaving site in clean and serviceable condition; and
  - Provide an as completed photograph of each location.
5. Vehicles and equipment to relocate existing shelters.

### **PART 3: PROPOSAL CONTENT REQUIREMENTS**

Anything that any Offeror would like to modify, seek clarifications on, or otherwise deviate from, however modest, MUST be presented during the question and answer phase so it can be considered and determined by CARTA before the submission date for all proposals, so that all prospective Offerors will have a common and uniform basis upon which to submit their proposals.

#### **A. GENERAL PROPOSAL REQUIREMENTS:**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to complete the contract.

1. The proposals must address all requirements of this RFP. Information must be current, up-to-date and completely address the RFP requirements.
2. Proposal copies and all supporting documentation must be exact replicas of the original proposal document. Each copy of the proposal must be bound in a single volume.
3. The Proposal must contain no more than thirty-five (35) pages with the option to include appendices as needed to support the requirements of the RFP. Pages in the Proposal must be consecutively numbered. The numbering should not include the cover letter, table of contents, tabs, and blank pages, as they do not count toward the page limit requirement.

#### **B. REQUIREMENTS FOR EACH TECHNICAL PROPOSAL:**

Each proposal shall include a Submission Letter which shall be signed and dated by a representative authorized to bind the Offeror. As part of its proposal, the Offeror shall provide, at a minimum, the following material and essential requirements in Tabs 1 through 5 for management services for the Bus Shelter Installation Project. Each proposal shall provide the following information, separated by corresponding numbered tabs:

##### **Tab 1: Related Experience on Similar Jobs:**

The Offeror must provide:

1. The proposals must contain the cover letter signed by an official authorized to bind the Offeror,

- which must contain the address, phone number, e-mail, contract person and federal ID number.
2. Provide the following for Offeror **and** for any subcontractor that will perform more than thirty (30%) percent of the work under the Bus Shelter Installation Contract:
    - a. length of time in business,
    - b. core business functions,
    - c. a list of all owners of the offeror,
    - d. list of key personnel who will perform services under the Bus Shelter Installation Contract and for any personnel having a professional license issued by the State of South Carolina, Department of Labor, Licensing and Regulation, provide the license number, and
    - e. the estimated hours that each key personnel will devote to the project.
  3. Provide a list of two similar (or larger) contract management projects that offeror has performed in the last three (3) years as references that the Offeror and any subcontractor who performs thirty (30%) percent of the work, with the contract name, contact name and telephone number and e-mail address.
  4. For the Offeror and any subcontractor performing thirty (30%) percent of the work, a list of all lawsuits involving breach of contract and a list debarments suspensions or other restriction, each including the governmental agency name and project number,

**Tab 2: Client Satisfaction:**

For the contractor and any subcontractor performing thirty (30%) percent of the work, provide the names, contact information (telephone number and e-mail address), and description of three (3) references for projects of similar size (or larger) and scope performed in the last three (3) years. The description for each reference shall include: length of contract, size of contract, and service performed.

**Tab 3: Plan to Staff the Bus Shelter Installation Project and Expedite Construction.**

Provide a detailed plan, including a time table for deliverables listed below for the completion of the Bus Stop Project, including but not limited to:

1. The process Offeror will utilize to identify and to secure all required permits;
2. The installation of bus stops and Amenities;
3. Communication with and monitoring of any subcontractors to insure timely performance by subcontractors; and
4. Communication/reporting process with CARTA to insure CARTA is aware of the Bus Stop Project progress.

**Tab 4: DBE Goal.**

The Bus Shelter Installation Contract may or may not be funded using federal grant funds. However, CARTA is committed to spending its local tax funds in a fair manner consistent with encouraging utilization of small, local, women, minority and disadvantaged business enterprise (DBE) (as the same is defined in Procurement Policy) owned businesses as part of the Bus Shelter Installation Contract. For any company identified in Offeror's proposal as a DBE vendor, the Offeror must include company's name, location, and type of work to be performed and the vendor's NAISC certifications the vendor has with the South Carolina Department of Transportation (SCDOT) and the percentage of the work to be performed under the contract.

**Tab 5: Required Forms:**

Each Proposal must include the following required forms that will not count towards the page limit:

1. Signed and dated Appendices A-D

**C. REQUIREMENTS FOR PRICE PROPOSAL:**

The Price Proposal must include all costs associated with the Bus Shelter Installation Contract identified in this RFP. If there are additional costs associated with the provision of Bus Shelter Installation Contract not identified in the Scope of Work, Offeror shall identify the same as part of its Price Proposal. Additional pages may be used to describe items outside of the RFP scope.

**PART 4: EVALUATION AND AWARD**

**A. Evaluation of Proposals**

A pre-evaluation review of each proposal will determine if the Proposal is responsive to the essential requirements of this RFP. Non-responsive Offers will be notified of disqualification and the reason therefor. The Evaluation Committee will evaluate all responsive proposals.

Each responsive Offeror may be invited make an oral presentation to the Evaluation Committee. If the Evaluation Committee chooses to conduct interviews, the Procurement Officer will promptly notify all Offerors and will provide guidance for oral interviews in the formal notice for the interviews. The Evaluation Committee will take into consideration oral presentations, if any, and written proposals in each of the evaluation criterion listed below.

The Evaluation Committee will evaluate and score the proposals based on the technical proposal and appendices provided by the Offeror. Proposals shall be evaluated using only the evaluation criteria stated in this RFP and there must be adherence to the assigned weighting.

**B. Evaluation Criteria**

The evaluation criteria are listed in order of importance.

1. Plan to Staff Bus Stop Project and Expedite Implementation – 40%
2. Related Experience on Similar Jobs – 30%
3. Client Satisfaction/References - 30%

**C. NEGOTIATIONS**

If necessary, as provided for in CARTA Procurement and Contract Administration Policy, negotiations will begin promptly following notification to the highest ranked Offeror. CARTA reserves the right to negotiate with the next ranked Offeror, as provided for in the Procurement Policy.

**PART 5: FEDERAL REQUIREMENTS**

**A. 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.

**B. PROGRAM FRAUD AND FALSE OR FRAUDULANT 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, 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.
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.

**C. Incorporation of Federal Transit Administration (FTA) Terms FTA Circular 4220.1D**

1. This Agreement includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in this Agreement. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CARTA requests which would cause CARTA to be in violation of the FTA terms and conditions.

**D. Suspension and Debarment**

1. If this Contract is in excess of \$100,000 the terms of the Department of Transportation regulations, ASuspension 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.

**E. Preference for United States Products and Services**

To the extent applicable, the Contractor shall comply with the following U.S. preference requirements:

1. Buy America. The Contractor shall comply with 49 USCA sect. 5323(j), FTA regulations Buy America Requirements, 49 CFR Part 661, and any implementing guidance FTA may issue.

2. Cargo Preference B Use of United States-Flag Vessels. The Contractor shall comply with U.S. Maritime Administration regulations Cargo Preference B U.S. Flag Vessels, 46 C.F.R. Part 381, to the extent those regulations apply to the project
3. Fly America. The Contractor agrees that the Federal Government will not participate in the costs on international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S. flag air carriers to the extent serviced by U.S. flag air carriers is available, consistent with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. sect. 40118, and U.S. General Services Administration (U.S.GAS) regulations A Use of United States Flag Air Carriers, 41 C.F.R. sections 301.131 through 301.143.

**F. No Government Obligation to Third Parties**

CARTA and the 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 obligation or liabilities to the Authority, the 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 FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

APPENDIX A

**NON-COLLUSION CERTIFICATION**

By submission of this proposal, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint proposal, each party certifies as to its own organization, under the penalty of perjury, that to the best of its knowledge and behalf:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other Respondent or with any other competitor:
2. Unless otherwise required by law, the prices quoted in this Proposal have not been knowingly disclosed by the Respondent, directly or indirectly, to any other Respondent or to any other competitor prior to opening; and
3. No attempt has been made or v.111 be made by the respondent to induce any other person, partnership, or corporation to submit or not submit a Proposal for the purpose of restricting competition.

\_\_\_\_\_  
Respondent

\_\_\_\_\_  
Date

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**  
**Applies to Contracts Valued over \$25,000**  
**49 CFR Part 29 Executive Order 12549**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the CARTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the CARTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

APPENDIX B

**Ethics and No Contact Policy Acknowledgement**

After issuance of this RFP, Offerors, or anyone acting directly or indirectly on behalf of an Offeror or potential Offeror (Offeror) or a subcontractor (Subcontractor) shall not discuss or submit inquiries about this RFP in any way with any of CARTA’s employees, agents, or elected or non-elected officials, or a member of the Board of Directors (the Board), other than the Procurement Officer, Jason McGarry, [jasonm@bcdkog.com](mailto:jasonm@bcdkog.com). Any communication with the Procurement Officer must be in writing, and submitted as required in this RFP. The foregoing restriction expires once the Bus Shelter Installation Contract has been executed. Violation of this restriction may result in disqualification of the Offeror for the award of the Bus Shelter Installation Contract, suspension or debarment, and may constitute a violation of the South Carolina Ethics Act. The prohibition contained herein does not apply to interviews with the Evaluation Committee, where such interviews are initiated by the Procurement Officer with an Offeror as provided in this RFP.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

APPENDIX C

**THIS FORM IS TO BE COMPLETED BY ANY PROPOSER WISHING TO BE IDENTIFIED AS A DBE OR BY ANY PROPOSER WISHING TO IDENTIFY DBE PARTICIPATION IN ITS PROPOSAL.**

**SCHEDULE OF DBE PARTICIPATION**

If a proposer is a Disadvantaged Enterprise (DBE) or if a proposer intends to utilize DBE firms in the development, manufacture, or delivery of goods or services or as a joint venture under this proposal, the following schedule must be completed:

The \_\_\_\_\_ will utilize the following:  
(name of firm)

DBE/WBE firm(s) in the development, manufacture, or delivery of goods or services or as a joint venture under this proposal:

Item # and Description	Name of DBE Firm	Type of Work or parts to be Used/Performed	% of Proposal Attributable to DBE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

Total % of Proposal Price Attributable to DBE \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

APPENDIX D

Item	Type of work	Unit	Unit Cost
10 x 5 foot shelter pad	Build form, pour concrete	Each	
8 foot shelter	Installation	Each	
14 X 5 foot shelter pad	Build form, pour concrete	Each	
12 foot shelter	Installation	Each	
18x5 foot shelter pad	Build form, pour concrete	Each	
16 foot shelter	Installation	Each	
9x3 bench pad	Build form, pour concrete	Each	
Bench	Installation	Each	
Other concrete*	Build form, pour concrete	<i>Per lf</i>	
Standalone trash can	Installation	Each	
Bicycle rack	Installation	Each	
Bollards	Installation	Each	
Bus stop sign	Dig, place, sack concrete	Each	
Relocation of existing shelter, bench	Equipment available		_____Yes _____No

\* "Other concrete" (which would include boarding and alighting areas) is built to sidewalk specifications and priced on a per square foot basis. Each indented item below "Other concrete" requires concrete and any work for that item will likely include a concrete pour (the exception is where appropriate concrete is already present such as on a wide downtown sidewalk). The item cost does not include concrete. For example a bike rack would be costed as follows: 25ft<sup>2</sup> times X cost per ft<sup>2</sup> plus bid price for rack installation.

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

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