

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



INVITATION FOR BIDS (IFB# 2018-02)

Roof and Building Repairs

Due Date: March 08, 2018

Time: 3:00 P.M. EST

Receipt Location:

BCD Council of Governments

Attn: Jason McGarry

1362 McMillan Ave, Suite 100

North Charleston, SC 29405

**Invitation for Bids
Solicitation #CARTA2018-02**

Roof and Building Repairs

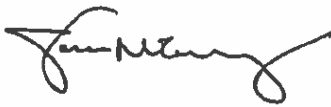
February 8, 2018

Invitation for Bids from qualified contractors will be received by the Charleston Area Regional Transportation Authority (CARTA) for Roof and Building Repairs at two locations on their facility located at 3664 Leeds Ave, North Charleston, SC 29405. Site visits may be scheduled by contacting Jason McGarry at jasonm@bcdco.com or 843-529-0400 x 221

Bids will be received until **3:00 P.M., local time, March 08, 2018**, after which time will be publicly opened and read.

This solicitation does not commit Charleston Area Regional Transportation Authority (CARTA) to award a contract, to pay any cost incurred in the preparation of bids submitted, or to procure or contract for the services. Charleston Area Regional Transportation Authority (CARTA) reserves the right to accept or reject, any, all, or any part of offers received as a result of this request, or to cancel in part or in its entirety this Invitation for Bids if it is in the best interests of Charleston Area Regional Transportation Authority (CARTA) to do so.

Sincerely,



Jason M. McGarry
Procurement/Contracts Administrator
Charleston Area Regional Transportation Authority

*Note: The deadline shown above 3:00 P.M on **Thursday March 08, 2018** is extremely important. The completed bid must have been physically received on or prior to that deadline. If you plan to have your bid delivered other than by personal delivery, please remember that even though the bid may be postmarked prior to the deadline, if it is not received by the deadline time and date, it absolutely cannot be considered.*

DESCRIPTION: Roof and Building Repairs

SUBMIT OFFER BY (Opening Date/Time): March 08, 2018 by 3:00 PM (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: February 21, 2018 by 3:00 PM (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: One (1) Original and One (1) Copy.

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	DATE SIGNED
TITLE <small>(Business title of person signing above)</small>	STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>
PRINTED NAME <small>(Printed name of person signing above)</small>	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

Sole Proprietorship
 Partnership
 Other _____

Corporate entity (not tax-exempt)
 Corporation (tax-exempt)
 Government entity (federal, state, or local)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) _____ Area Code - Number - Extension Facsimile _____ E-mail Address
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PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) <input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) <input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)
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ACKNOWLEDGMENT OF ADDENDUM

Offerors acknowledge receipt of addendums by indicating addendum number and its date of issue.

Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date

INTRODUCTION

The Charleston Area Regional Transportation Authority (CARTA) is seeking qualified companies to submit bids to supply material and labor to complete for roof and building repairs with the specifications outlined in Section D. This project is being advertised in two phases and will include a separate scope of work and price form for each.

BACKGROUND

CARTA was created in 1997 by adoption of a mutual agreement by the following jurisdictions: Charleston County, The City of Charleston, The City of Hanahan, and The City of Isle of Palms, The City of North Charleston, The Town of Kiawah Island, The Town of Mt. Pleasant, and The Town of Sullivan's Island.

CARTA provides public transportation services within the member jurisdictions, with the authority to determine scope (routes, equipment, and facilities) and standards of the service to be provided. CARTA is subject to the regulations of the US Department of Transportation (DOT), Federal Transit Authority (FTA), South Carolina Department of Transportation (SCDOT), and federal, state and local laws.

SPECIAL INSTRUCTIONS

A. BID SUBMITTAL DEADLINE:

Bids will be received until **3:00 P.M. EST, March 08, 2018**, after which time will be publicly opened and read. Bidders are invited to attend the opening of this Bid at the time stated above.

B. TIME/TERM OF AGREEMENT:

A purchase order will be awarded to the Bidder/Bidders whose bid will be most advantageous; price and other factors considered.

Bidder warrants and represents that they must adhere to the regulations of the US Department of Transportation (DOT), Federal Transit Authority (FTA), South Carolina Department of Transportation (SCDOT), and federal, state and local laws.

C. DELIVERY:

Materials and equipment deliveries shall be coordinated with CARTA prior to work.

D. SCOPE OF SERVICES

1.0 GENERAL OVERVIEW

It is the intent of this specification to describe the services to be provided in sufficient detail to secure bids for two phases with subsequent pricing forms. Any options that you would like to propose outside of the basic scope of work shall be included on page two of the bidder's response sheet.

2.0 SCOPE OF SERVICES – PHASE 1

This bid specification covers the required services to repair the Radio Shop located on the premises of CARTA located at 3664 Leeds Ave.

- A. Remove fasteners in roof and replace with new oversized fasteners.
- B. Replace two plumbing vents with metal flashing
- C. Remove wall panels and replace with new R-Panels 26 gauge with 25-year silicone polyester paint finish
- D. Remove wall insulation and replace with 3" fiberglass insulation with WMP-VR facing or equal
- E. New trim for 12' x 14' framed opening
- F. New trim for two (2) 4' x 4' framed openings
- G. Remove one canopy and reinstall canopy above walk door
- H. Remove gutters, downspouts, and rake trim building and replace with new.

2.1 SCOPE OF SERVICES – PHASE 2

This bid specification covers the required services to repair and replace the Gas Canopy located on the premises of CARTA located at 3664 Leeds Ave.

- A. Remove and replace all galvanized roof screw
- B. Remove and replace existing metal roof
- C. Remove and replace existing gutter
 - a. 45' each side with new stainless steel 18 gauge valley gutter
- D. Reuse existing PVC pipe on the downspout, if possible
- E. Wrap four (4) concrete columns 12'8" tall with 26 gauge painted flat stock
 - a. Attach with concrete anchors

Suggested Materials & Accessories:

- 1. 26 gauge sheet metal
- 2. 1 ¼" metal to metal galvanized fasteners
- 3. 1/8" pop rivets
- 4. Butyl tape
- 5. Metal roof sealant, clear

BIDDER'S RESPONSE SHEET
(To Be Completed By Bidder)
Page 1 of 2

Bidder Name: _____

The undersigned hereby offers to furnish all materials, equipment, and labor necessary to complete the requirements for Roof and Building Repairs at Charleston Area Regional Transportation Authority (CARTA).

BID PRICES:

<u>Quantity</u>	<u>Description</u>	<u>Amount</u>
1	All materials and labor for completion of Phase 1 Project Schedule: _____ days after receipt of PO	\$ _____

<u>Quantity</u>	<u>Description</u>	<u>Amount</u>
1	All materials and labor for completion of Phase 2 Delivery Date: _____ days after receipt of PO.	\$ _____

Respectfully submitted this _____ day of _____ 2018.

Company Name _____

Authorized Signature _____

Name and Title (type or print) _____

FEDERAL TERMS & CONDITIONS

Section 3.01 No Federal Government Obligation to Third Parties

CARTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Section 3.02 False Statements or Claims Civil and Criminal Fraud

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right A-55 to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Section 3.03 Access to Third Party Contract Records

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

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

Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than five years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until CARTA, 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).

Section 3.04 Changes to Federal Requirements

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

Section 3.05 Termination

Termination specifications are outlined in section 17

Section 3.06 Civil Rights

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to: **a. Nondiscrimination in Federal Public Transportation Programs.** 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

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

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

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

4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Section 3.07. Disadvantaged Business Enterprise (DBE)

3.07.1 The Contractor shall take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project:

- (a) The Contractor shall comply with current U.S. DOT regulations on DBE participation in U.S. DOT financial assistance programs, at 49 C.F.R. Part 26, and any requirements or

guidance U.S. DOT or FTA may issue.

- (b) The Contractor agrees that it will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contract financed with Federal assistance derived from the U.S. DOT. The Contractor agrees to take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and subcontracts supported with Federal assistance derived from U.S. DOT.

3.07.2 The Authority has submitted and the Department of Transportation has approved a Disadvantaged Business Enterprise affirmative action program. The Contractor shall assist the Authority in carrying out its terms. CARTA has established an Annual DBE Goal of 7.0% DBE participation for FY 2006. The Contractor shall report its actual DBE participation under this Contract.

3.07.3 Prompt Payment and Retainage

- (a) The Contractor shall pay each subcontractor under this Contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the Contractor receives from CARTA. The Contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of CARTA. This clause applies to both DBE and non-DBE subcontracts.
- (b) If the Contractor withholds payment from the subcontractor without a bona fide reason or without providing prompt written documentation to CARTA, sanctions may be imposed upon the Contractor. CARTA will determine if the Contractor is withholding payment without a just cause, interest may accrue on the unpaid amount owed to the subcontractor(s); however, if a determination of just cause is made, then no interest will accrue. If interest accrues on the amount due to subcontractor, the Contractor is responsible for including that total amount to the subcontractor at the time of payment.

3.07.4 The Contractor shall make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work with another certified DBE, in accordance with the CARTA DBE Program.

3.07.5 The Contractor shall maintain records and documents of payments to DBE's for three (3) years following the performance of the Contract. These records will be made available for inspection and copying upon request by any authorized representative of CARTA or DOT. This reporting and record keeping requirement also extends to any certified DBE subcontractor.

Section 3.08 Incorporation of FTA Terms

This Agreement includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in this Agreement. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 2013, are hereby incorporated by reference. Anything to the contrary herein

notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CARTA requests which would cause CARTA to be in violation of the FTA terms and conditions.

Section 3.09 Debarment and Suspension

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

Section 3.10 Buy America

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

Section 3.11 Resolution of Disputes, Breaches , or Other Litigation

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

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

Section 3.12 Lobbying

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Certificate of Lobbying included in Proposal package.

Section 3.13 Clean Air

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

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

Section 3.14 Clean Water Requirements

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

The Contractor agrees:

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

Section 3.15 Cargo Preference

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

Section 3.16 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.

Section 3.17 Contract Work Hours and Safety Standards Act

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and

address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

Section 3.17 Energy Conservation

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Section 3.18 ADA Access

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

Section 3.19 National Intelligent Transportation Systems Architecture and Standards.

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

Section 3.20 Recycled Products

Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 3.21 Privacy Act

If the Contractor, or any of its subcontractors, or their employees, administers any system of records on behalf of the Federal Government, the Contractor agrees to comply with, and assures that the compliance of its subcontractors or their employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, U.S.C. 1552a, (The Privacy Act). The Contractor agrees to obtain the express consent of the Government before it or its subcontractors or their employees operate a system of records on behalf of the Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violations of the Privacy Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the Contract.

Section 3.22 Interests of Members of Or Delegates to Congress

In accordance with 18 U.S.C. Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there from.

Section 3.23 Interest Of Public Officials

No Board member, officer or employee of the Authority during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof, if a conflict of interest, real or apparent, as defined in CARTA's Ethics Policy or applicable law, would be involved. No part of the proceeds hereof shall be paid directly or indirectly to any officer or employee of CARTA or the State of South Carolina as wages, compensation or gifts in exchange for acting as officer, agent employee, subcontractor, or contractor to CARTA in connection with any work contemplated or performed relative to this Contract.

Section 3.24 Copyrights and Patents

No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

If any invention, improvement or discovery is conceived or for the first time actually reduced to practice in the course or under this Contract, which invention, improvement, or discovery may be patentable under the Patent Laws of the United States of America or any foreign country, the Contractor shall give the Administrator of the Federal Transit Administration or his authorized representative and the Authority immediate written notification thereof and provide a detailed report. The rights and responsibilities of the Authority, the Contractor and its subcontractors, and the Government with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies, and any waivers thereof.

Section 3.25 Davis-Bacon Wage Requirements

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Section 3.26 Access Requirements for Individuals with Disabilities

The Contractor agrees to comply with, and assure that any subcontractor under this Project, complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; 49 U.S.C. 5301 (d); and the following regulations and any amendments thereto:

- a. U.S. DOT regulations, ♿Transportation Services for Individuals with Disabilities (ADA), 49 C.F.R. Part 37;
- b. U.S. DOT regulations, ♿Nondiscrimination of the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, 49 C.F.R. Part 27;
- c. Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, ♿Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles, 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- d. Department of Justice (DOJ) regulations, Nondiscrimination on the Basis of Disability in State and Local Government Services, 28 C.F.R. Part 35;
- e. DOJ regulations, Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, 28 C.F.R. Part 36;
- f. General Services Administration regulations, Accommodations for the Physically Handicapped, 41 C.F.R. Subpart 101-19;
- g. 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;
- h. U.S. Federal Communications Commission regulations, Tele-communications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled, 47 C.F.R. Part 64, Subpart F; and
- i. FTA regulations, Transportation for Elderly and Handicapped Persons, 49 C.F.R. Part 609
 - Any implementing requirements FTA may issue.