

Berkeley Charleston Dorchester Council of Governments

REQUEST FOR QUALIFICATIONS

Regional Park & Ride Study

July 12, 2017

I. INTRODUCTION TO AGENCY'S OBJECTIVE

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 soliciting qualifications from a multidisciplinary team of consultants hereafter referred to as "CONSULTANT", to assist with the development of a Regional Park & Ride Study.

The Berkeley-Charleston-Dorchester Region is facing unprecedented growth, and as a result, capacity on commuter corridors is constrained. With natural and historic boundaries limiting the ability to increase roadway capacity for single occupancy vehicles, the region is moving forward with improving multimodal transportation alternatives.

The regional transit providers, BCDCOG and Tri-County Link, currently provide commuter bus services; however, the Park & Ride locations are typically located on private property often with just a verbal agreement. As these sites redevelop or change ownership, the commuter services are at risk of losing Park & Ride access, and it is difficult to find suitable replacements.

The demand for commuter services that provide mobility options is also growing. To address this demand, BCDCOG has several studies underway to identify multimodal alternatives, such as the I-526/I-26 Corridor TDM Project, Regional Transit Framework Plan, I-26 BRT project, and the 2040 Long Range Transportation Plan Update. While these studies will identify the corridors that support commuter services, it is critical that the region also identify and program suitable Park & Ride locations as a permanent part of the multimodal transportation system.

The purpose of the BCDCOG Regional Park & Ride Study is to develop a regional plan that identifies suitable sites for Park & Rides and integrates them into the regional multimodal transportation system to improve mobility options.

II. PROJECT BACKGROUND AND LOCATION

As of the 2010 U.S. Census, the Berkeley-Charleston-Dorchester TriCounty Region had a population of around 665,000 people, with an urbanized metropolitan area population of nearly 590,000. Since 2010, the Charleston Region has experienced population growth at a rate three times faster than the US average, with an estimated 45 new residents being added to the region each day. These new residents add to the approximately 80 percent of the Region's commuters that drive alone to their jobs.

The Charleston Area Regional Transportation Authority (BCDCOG) provides fixed route transit services to the urbanized areas of Charleston County. CARTA operates three Express Routes serving Downtown Charleston from Park & Ride locations in North Charleston, Summerville, Mount Pleasant, West Ashley, and James Island. Riders on these routes make up approximately 10 percent of CARTA's system wide ridership. TriCounty Link is the Rural Transportation Management Authority for Berkley, Charleston, and Dorchester counties and provides deviated fixed route service and commuter routes to the rural areas of the region. TriCounty Link Commuter routes currently serve Park & Ride locations in Dorchester County, Berkley County, Goose Creek, Ridgeville, Bonneau, St. Stephens, Moncks Corner, and North Charleston. Additionally, BCDCOG is currently implementing TDM strategies identified for the I-26 and I-526 Corridors.

To support existing transit infrastructure needs and address capacity constraints that regional growth is placing on the transportation network, BCDCOG has identified a need to plan for and invest in Park & Ride facilities to support existing and future demand.

III. PROJECT DESCRIPTION

The Regional Park & Ride Study will develop a plan that will identify the current and future needs for Park & Ride facilities, develop site selection criteria to identify sites that meet those needs, and apply those criteria to specific sites to develop an implementation strategy for the agency to invest in Park & Ride facilities. The scope of work in Section V outlines the specific tasks needed to complete the study.

IV. REQUEST FOR QUALIFICATIONS

The BCDCOG is hereby issuing this Request for Qualifications (RFQ) to firms that have the capability and interest in undertaking and performing the scope of work described below. Each firm is officially a CONSULTANT. Each CONSULTANT must submit a package containing one (1) original, four (4) copies, and one (1) digital copy of its qualifications to BCDCOG no later than **3:00 PM on Wednesday August 9, 2017** to:

Robin Mitchum, Finance Manager
BCDCOG
1362 McMillan Avenue, Suite 100
North Charleston, SC 29405

Proposals may be submitted in person, by messenger, or by regular mail. All proposals will be logged in and date and time stamped. Any proposal package that is received after the date and time specified will be logged in with date and time stamped as "late" and returned unopened to the CONSULTANT.

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. A work plan describing the CONSULTANT's proposed approach and methodology to the project.
2. A suggested project schedule that includes tasks, milestones, technical memorandums, and final deliverables, to indicate how the CONSULTANT proposes to meet the targeted timeline for this

project.

3. Name(s) of the prime and sub-CONSULTANTs that will comprise the team, identifying the Executive Officer of each company. Consortia, joint ventures or team proposals, although encouraged, must acknowledge that contractual responsibility will rest solely with one Contractor or legal entity which shall not be a subsidiary or affiliate with limited resources.
4. Identity of the proposed Project Manager for the team who will be the sole point of contact for BCDCOG for day-to-day operations.
5. List of the key personnel who will participate in performing the scope of work. Provide a resume for each listed team member, including sub-CONSULTANT key personnel who will be completing a portion of the scope of work.
6. An organizational chart depicting the relationships between the team members and agencies and responsibilities of each.
7. List of three (3) relevant projects performed within the past 5 years indicative of past performances and abilities of the proposed team, including a key client contact person for each project with current daytime phone number.
8. Standard Federal Form 330 for the prime CONSULTANT and all sub-CONSULTANTs.
9. Signature of an authorized officer of the prime CONSULTANT firm.

V. KEY PROJECT ELEMENTS or STUDY DETAILS

The CONSULTANT shall prepare a Regional Park & Ride Study to develop a regional plan that identifies suitable sites for Park & Rides. Work to be performed by the CONSULTANT on the Park & Ride Study consists of the furnishing of all labor, equipment, materials, expertise, tools, supplies, bonds, insurance, licenses and permits, and performing all tasks necessary to accomplish work items concerning the design and development of the Park & Ride Study, unless specifically excluded as agreed upon by contract.

The proposal should address how the CONSULTANT identify and evaluate regional Park & Ride locations as follows in the Scope of Work:

- TASK I. Identify Existing Conditions:** There are several planning studies occurring or recently completed that will provide valuable input in identifying the existing conditions and commuting patterns, including: I-526/I-26 Corridor TDM Project/Corridor Studies, 2040 Long Range Transportation Plan Update, Regional Transit Framework Plan, I-26ALT, and TriCounty Link/CARTA Comprehensive Operational Analyses. The CONSULTANT will use information contained in these studies, as well as any additional analysis needed of existing conditions to understand Park & Ride demand and opportunities, such as:
- a. Population and employment;
 - b. Commuting patterns;
 - c. Commuting times;
 - d. Roadway conditions (primary commuter route, traffic volumes, constrained and/or congested corridors, and planned facility improvements and projects);
 - e. Existing Park & Ride locations; and

- f. Public and privately owned vacant or underutilized property.

TASK II. Identify Potential Park & Ride Locations: The CONSULTANT will identify potential Park & Ride locations based on five different Park & Ride facility types where applicable:

- Rural /Remote – generally located outside the urban area in rural or small town setting.
- Suburban/Urban Fringe – generally located on the outer edge of urban areas, conducive to carpooling.
- Urban Corridor – generally located along major commute corridor within an urban area served by premium transit service.
- Peripheral – generally serve activity centers that have limited parking and/or auto access with shuttle service provided to activity center. Examples would be remote parking lots for downtown or beach areas.
- Truck Parking – generally used for trucks to wait out peak hours of congestion.

Using site location criteria based on the facility type, the CONSULTANT will identify potential Park & Ride locations based on, but not limited to the following:

- a. Accessibility (major roads, transit, bike, pedestrian, etc.);
- b. Driving distance to and density of residential and employment areas;
- c. Security and safety of location;
- d. Site visibility from major corridors;
- e. Property size and land use compatibility;
- f. Existing ownership information;
- g. Cost to acquire land and construct facility;
- h. Estimated transit and P&R demand at site (existing, future, and latent demand).

TASK III. Site Selection and Prioritization: Once potential Park & Ride locations have been identified, the CONSULTANT will create a prioritization matrix to identify short-range (5-year) and long-range Park & Ride locations based on criteria outlined above and/or other criteria as determined by the project.

TASK IV. Design Criteria & Concept Designs: The CONSULTANT will develop Park & Ride design criteria and concept designs based on the outcomes of Task III and the Park & Ride classifications identified in Task II.

TASK V. Costs Estimation & Funding Analysis: The CONSULTANT will develop estimated costs for the acquisition of property, site development, and ongoing maintenance for the sites selected. Additionally, the CONSULTANT will identify potential local, state, and federal funding sources to implement the plan.

TASK VI. Action Plan/Next Steps: The CONSULTANT will provide an Executive Summary of the Park & Ride Plan as well as a year-by-year (five-year) action plan and long-range priorities to use toward implementing a Park & Ride Capital Investment Program.

TASK VII. Project Management/Stakeholder Meetings: Throughout the study, the CONSULTANT will provide progress reports and hold project meetings at key milestones. CONSULTANT will conduct stakeholder meetings and public input as needed throughout the process.

VI. CONSULTANT SELECTION PROCESS

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

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

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

STEP ONE: Proposal Submission

Method of approach: 30 Points

The technical soundness of the CONSULTANT’s stated approach to the project, the comprehensiveness of the proposed approach, and the methodology/techniques to be used. Proposal should outline the type of deliverables anticipated over the course of the project.

Understanding the Purpose: 20 Points

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

Capability and qualifications: 20 Points

The qualifications, experience and technical expertise of team members to be assigned to the project as specified in the proposal including Sub-CONSULTANTS, and with particular reference to experience and technical quality on similar projects. The CONSULTANT’s professional and project staff that work on the project must be the same staff that is identified in the proposal.

Public Engagement: 10 Points

The CONSULTANT’s proposed approach and experience with planning and facilitating public meetings, charrettes and other innovative ways to engage the public. Proposals should outline a

broad approach to public involvement for this particular project.

Cooperative work experience: 5 Points

The CONSULTANT's/CONSULTANT TEAM's experience working as a cooperative team with other CONSULTANTS and public agencies. Qualifications of professionals assigned will be measured by experience on past projects within a cooperative team environment. The CONSULTANT will provide specific examples of cooperative work experiences with contact references for the selection committee.

Originality or innovativeness: 5 Points

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

Schedule: 5 Points

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

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

The extent to which the prospective CONSULTANT/Consulting Team includes participation of a DBE. See agency policy on following page.

STEP TWO: Oral Presentations (BCDCOG reserves the right not to include this activity)

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

QUESTIONS AND CLARIFICATIONS:

CONSULTANTS may ask questions to clarify the contents of this RFQ and expectations of the BCDCOG related to this project. All questions or request for clarifications shall be submitted by fax or email or in writing no later than **3:00 PM on Wednesday August 2, 2017**. All questions submitted and their answers will be promptly placed on the BCDCOG website at www.bcdkog.com after the deadline for questions. No telephone inquiries shall be accepted.

If, in the judgment of the BCDCOG, changes in the content of the RFQ are required, an addendum will be issued by the BCDCOG. Any addendum that may be issued will be transmitted by fax and e-mail to a list of firms maintained by the BCDCOG and in the South Carolina Business Opportunities (SCBO).

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

PROPOSED TIMEFRAME FOR SELECTION PROCESS

The proposed timeframe for this selection process is as follows:

Request for Qualifications Due:	Thursday 8/9 by 3:00 PM
Interviews (if held):	TBD
Award of Contract:	TBD
Completion of Contract:	TBD

NOTICE OF AWARD

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

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

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

VII. ADDITIONAL INFORMATION

FUNDING

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

DISADVANTAGED BUSINESS ENTERPRISE

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

To ensure compliance with the BCDCOG DBE policies, BCDCOG’s goal is to achieve a minimum participation of 10% by South Carolina Unified Certification Program (UCP) certified DBEs for this project. The following statement should be included in the proposal to denote the level of proposed

DBE participation.

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

PROPRIETARY/CONFIDENTIAL INFORMATION

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

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

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

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

VIII. PROJECT SCHEDULE

The CONSULTANT must agree to begin work upon issuance of a notice to proceed by BCDCOG and to complete this work within *eight (8) months* of the date of such notice. The work shall be guided by a detailed flow diagram, prepared by the CONSULTANT and furnished to the BCDCOG within one week of receipt of notice to proceed, and approved by BCDCOG. The project shall be considered complete only after action has been taken by the BCDCOG Executive Committee. Periodic payments for the work shall be made in accordance with a schedule proposed by the CONSULTANT and approved by BCDCOG.

IX. MEETINGS

Public meetings shall be conducted by the CONSULTANT in coordination with BCDCOG staff during the course of this project. The CONSULTANT shall be responsible for the logistics of these meetings and consistency with the CHATS Public Participation Plan. The number of meetings to be held shall be

negotiated between the CONSULTANT and BCDCOG/MPO project manager as part of the scope of work.

X. BRIEFINGS AND PRESENTATIONS

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

XI. COMPUTING REQUIREMENTS

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

XII. SPECIFICATIONS FOR DOCUMENTATION

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

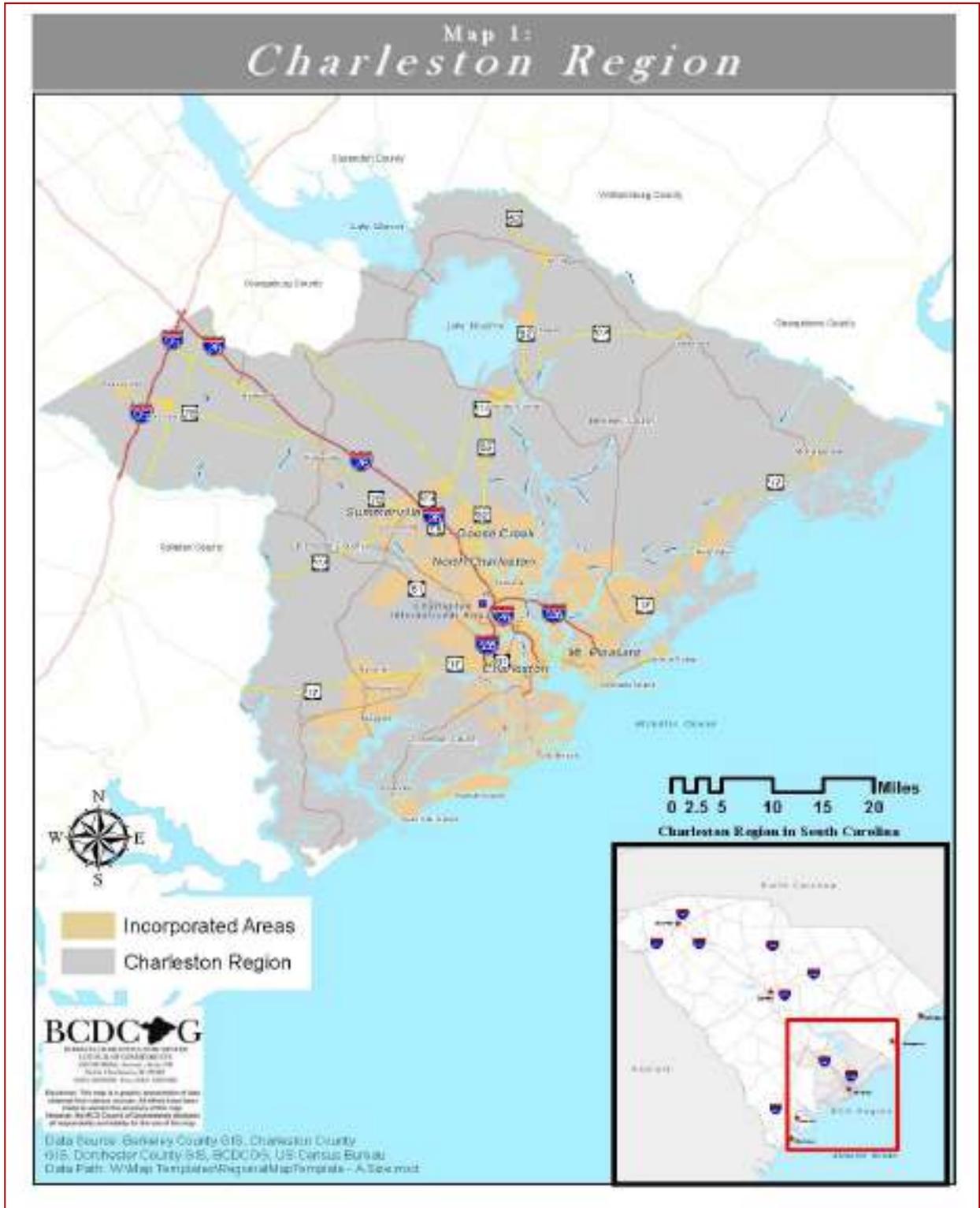
XI. DELIVERABLES

The CONSULTANT will develop technical reports and an Executive Summary at key milestones throughout the project as follows:

- I. Existing Conditions Report**
- II. Site Selection Analysis Report**
- III. Design Concepts and Criteria Report**
- IV. Financial Analysis Report**
- V. Executive Summary and Action Plan**

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

Appendix - Study Area Map



Attachment A Required Federal Clauses

Contract Subject to Federal Financial Assistance/Application of Provisions and Clauses

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Compliance with and citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (17), dated October 1, 2015; FTA Circular 4220.1F, dated November, 2008, updated March 13th, 2013; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

No Government Obligation to Third Parties

Both BCDCOG and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to BCDCOG, Contractor, or any other party (whether or not a party to this 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.

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 and affirms the truthfulness and accuracy of any claim, statement, submittal, certification, assurance or representation it has made, it makes, it may make, or causes to be made to the Federal Government pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to the 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, certification, assurance or representation, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 and other applicable penalties 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, certification, assurance or representation 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 Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 53 23(l)(1) 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.

Audit and Inspection of Records

(a) In accordance with 49 CFR 18.36(i), the Contractor agrees to provide BCDCOG, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of 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 CFR 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 USC 5302(a)1, which is receiving federal financial assistance.

Where BCDCOG 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 sub grantee of the FTA Recipient in accordance with 49 CFR 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.

Where BCDCOG, in accordance with 49 USC 5325(a), enters into a contract for a capital project or improvement (defined at 49 USC 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.

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.

(b) The Contractor further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that BCDCOG, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subcontractor directly pertinent to this contract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The periods of access and examination described above, for records which relate to (1) appeals under the disputes clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract to which an exception has been taken by the U.S. Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of. Reference 49 CFR 18.39(i)(11).

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:

3) **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), 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.

4) **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.

5) **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.

Termination for Default:

BCDCOG may, by written notice of default to Contractor, terminate the whole or any part of this Agreement if Contractor fails to perform the service within the time and manner specified herein or any extension thereof or if Contractor fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms; and it does not cause such failure to be corrected within a period of five (5) days for a default that materially disrupts the transit service to the public provided herein or thirty (30) days for all other defaults (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure. If this Agreement is terminated in whole or in part for default, BCDCOG may provide, upon such terms and in such manner as the Contracting Officer deems appropriate services similar to those so terminated. Contractor shall be liable to BCDCOG for any excess costs for such similar services and shall continue the performance of this Agreement to the extent not terminated under the provisions of this paragraph. If after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of BCDCOG. The rights and remedies of BCDCOG provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Termination for Convenience:

The performance of work under this Agreement may be terminated by BCDCOG in accordance with this clause in whole, or from time-to-time, in part whenever the Contracting Officer shall determine that such termination shall be effected and by delivery to Contractor of a notice of termination specifying the extent to which performance of work under this Agreement is terminated and the date upon which such termination becomes effective. Such notice shall be in writing seventy-days (70) in advance of the date such cancellation or reduction is to be effective. After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, Contractor shall: stop work under this Agreement on the date and to the extent specified in the notice of termination; place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under that contract as is not terminated; terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to BCDCOG in the manner, at the time, and to the extent directed by the Contracting Officer all of the right, title, and interest of Contractor under order and subcontracts so terminated, in which case BCDCOG shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; complete the performance of such part of the work as shall have not been terminated by the notice of

termination; and take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this Agreement which is in the possession of Contractor and in which BCDCOG has or may acquire an interest. If within the first ninety (90) days of this Contract, BCDCOG terminates this Contract for the sole reason of hiring another contractor, BCDCOG shall reimburse Contractor Contractor's reasonable start-up costs. In such event, Contractor shall provide to BCDCOG a detailed accounting of such costs.

Disadvantaged Business Enterprise, 49 CFR Part 26

1. Policy

It is the policy of the Department of Transportation that disadvantaged business enterprises, as defined in 49 C.F.R. Part 26, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R., Part 26 and Section 106(c) of the STURAA of 1987, apply to this agreement.

The contractor agrees to ensure that DBEs as defined in 49 C.F.R. Part 26 and Section 106(c) of STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. It is further policy of BCDCOG to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of BCDCOG procurement activities is encouraged.

2. DBE Obligation

The contractor and its subcontractors agree to ensure that disadvantaged business enterprises have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In that regard, all contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

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 through its own forces or those of an affiliate without prior written consent of BCDCOG

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, Revision 4, dated March 18, 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 32 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 BCDCOG requests which would cause BCDCOG to be in violation of the FTA terms and conditions.

Government-Wide Debarment and Suspension

Applicable to all contracts and subcontracts at any level equal to or exceeding \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services.

This contract is a covered transaction for purposes of 2 CFR Part 1200 and 2 CFR Part 180. As such, the contractor is required to verify that none of the contractors, its principals, or affiliates, are excluded or disqualified.

The contractor is required to comply with 2 CFR Part 1200 and 2 CFR Part 180, and must include the requirement to comply with 2 CFR Part 1200 and 2 CFR Part 180 to any lower tier covered transaction it enters into.

The Contractor, including any of its officers or holders of a controlling interest, and its subcontractors are obligated to inform BCDCOG whether or not they are or have been debarred from or determined ineligible for Government contracts and federally-assisted construction contracts pursuant to 2 CFR Part 1200 and 2 CFR Part 180 and Executive Order 12549.

The Contractor shall review the "Excluded Parties Listing System" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200,

The bidder agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by BCDCOG.

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 BCDCOG. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of BCDCOG shall be binding upon the Contractor and the Contractor shall abide by the decision.

Restrictions on Lobbying; Certification

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Section 1352 of Title 31, United States Code, provides in part that no Federal funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person to influence or attempt 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 any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, or the entering into of any cooperative agreement.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

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 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Clean Air

Applicable to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year:

(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 \$100,000 financed in whole or in part with Federal assistance provided by FTA. 35

Clean Water

Applicable to each contract and subcontract which exceeds \$100,000:

(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 \$100,000 financed in whole or in part with Federal assistance provided by FTA

Privacy Act

Contracts Involving Federal Privacy Act Requirements

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Prohibited Interest

No member, officer, or employee of BCDCOG or local public official during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections.

To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

Other Nondiscrimination Laws.

The Contractor agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

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.

CERTIFICATION REGARDING LOBBYING

(To be submitted with all bids or offers exceeding \$100,000; must be executed prior to Award)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons 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 the awarding to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 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.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

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

Date

Signature of Contractor's Authorized Official

Name and Title of Authorized Official

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

(To be submitted with all bids or offers exceeding \$25,000.)

(1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE _____

TITLE _____

COMPANY _____

DATE _____