



Fixed Route Operations and Maintenance Services

Request For Proposals

Charleston, South Carolina
Date: April 3, 2018

Due Date: May 11, 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

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BCD-RTMA dba TriCounty Link

PUBLIC NOTICE: RTMA2018-02

Berkeley Charleston Dorchester RTMA d/b/a TriCounty Link will accept proposals from Firms for the contracted operations and maintenance of the BCD-RTMA transportation services.

The TriCounty Link system is comprised of 9 regular fixed routes and 4 commuter routes that provide services to rural residents of Berkeley, Charleston and Dorchester counties. While each of the nine fixed routes follows a published schedule, each route also includes a route deviation option.

The purpose and intent of this RFP is to enter into a multi-year contract for the operations and maintenance of deviated fixed route services. Any contract awarded pursuant to this RFP is subject to financial assistance grants between BCD-RTMA and the U.S. Department of Transportation (USDOT), Federal Transit Authority (FTA), and/or the South Carolina Department of Transportation (SCDOT), and BCD Council of Governments. The Contract is subject, not only to BCD-RTMA policies and procedures, but also to the statutes, regulations, policies and procedures of the FTA and SCDOT.

The deadline for Contractors to submit written questions for information and/or clarification is **3:00 PM on April 18, 2018**. 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 May 11, 2018**

All Proposal responses should be mailed or delivered to:

BCD Council of Government
1362 McMillan Ave, Suite 100
Attn: Jason McGarry
North Charleston, SC 29405

*Note: The deadline shown above 3:00 P.M on **May 11, 2018** 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*

1. GENERAL INFORMATION

1.1 BACKGROUND

In 1996, Berkeley, Charleston and Dorchester Counties agreed to invest in the cost for the startup of a rural transit service for the residents of the region. The Berkeley, Charleston, Dorchester Rural Transportation Management Authority (BCD-RTMA) was created to operate this service. The BCD-RTMA service was implemented to provide a home-to-work option for rural residents with an investment of just \$30,000 per year per county. The funding from the three counties was programmed to last only three years, after which we were tasked with becoming self-sufficient. Over the past thirteen years the BCD-RTMA has succeeded in becoming independent through various service changes and by providing contract service to several agencies throughout the region. Until the half-cent sales tax was approved in Charleston County, the BCD-RTMA had not received funding from any of the counties in the region since its initial startup.

In late 2007, the Berkeley, Charleston, Dorchester Rural Transportation Management Association (BCD-RTMA) changed its operating name to better describe the service it provides and to be more visible in the communities being served. Since being established, our system has grown from a single-county service to one that is taking on the challenges of serving three counties more effectively. Founded on the premise of being self-sustaining, TriCounty Link celebrated its 13th birthday in July 2009.

Recognizing the importance of creating a more seamless transportation network, TriCounty Link management approached the Charleston Area Regional Transportation Authority (CARTA) board of directors and requested approval of a transfer agreement that would allow customers to pay one fare each way when transferring between the rural and urban transportation systems. The transfer agreement was implemented in January 2007 and has been very successful.

The TriCounty Link system is comprised of 9 regular fixed routes and 6 commuter routes that provide services to rural residents of Berkeley, Charleston and Dorchester counties. While each of the nine fixed routes follows a published schedule, each route also includes a route deviation option. The driver may go off the fixed route up to one-quarter mile to pick up customers that cannot meet the bus at designated stop locations. We are also a flag-stop system and will pick up customers between the scheduled stops along each of the fixed routes.

1.2 PROPOSAL SCHEDULE

Proposals shall be solicited and evaluated by the following schedule:

Publish/Release Solicitation	4/3/2018
Deadline for Written Questions	4/18/2018 by 3:00 P.M.
Deadline for Proposals	5/11/2018 by 3:00 P.M.
Evaluation Process	TBD
Interview with selected Contractors	TBD
Notification of Selection and Recommendation of Award	TBD

Submission

One (1) original, four (4) bound copies and One (1) digital copy of the Proposal shall be submitted no later than 3:00 p.m. EST on May 11, 2018 to the following address:

BCD Council of Government
Attn: Jason McGarry, Contract Administrator
1362 McMillan Ave, Ste. 100
North Charleston, SC 29405

Any proposals received after the scheduled deadline on the closing date will be immediately disqualified in accordance with BCD-RTMA policies.

Proposals shall be submitted in a sealed box or envelope that is labeled with the Contractors name and identified as containing a Proposal responding to RFP #RTMA2018-02: Operator Services

No oral, facsimile, telegraphic proposals or subsequent modifications to such proposals will be considered except as specified herein.

The proposal must be unconditional to review any part of the RFP, addenda will be provided to all firms who received or requested the RFP document.

1.3. ETHICS AND NO CONTACT POLICY

After issuance of this RFP, Contractors, or anyone acting directly or indirectly on behalf of a potential Contractor or a subcontractor shall not discuss or submit inquiries about this RFP in any way with any of the BCD-RTMA employees, agents, or elected or non-elected officials, or a member of the Board of Directors, other than the Procurement/Contracts Administrator, Jason McGarry, jasonm@bcdkog.com. Any communication with the Procurement/Contracts Administrator must be in writing, and submitted as required in this RFP. The foregoing restriction expires once contract has been executed. Violation of this restriction may result in disqualification of the Contractor, suspension or debarment, and may constitute a violation of the South Carolina Ethics Act.

1.4. ADDENDA

In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all firms who received or requested the RFP document from BCD-RTMA.

1.5. PROPOSAL REVIEW PROCESS

Proposals shall be submitted as set forth in this RFP. The BCD-RTMA Selection Committee will review and evaluate proposals in accordance with the requirements and instructions contained in this RFP.

1.6. AWARD/REJECTION OF PROPOSALS/CONTRACTS

An award resulting from this RFP shall be made to the most responsive and responsible Contractor whose proposal is determined to be most advantageous to BCD-RTMA, taking into consideration evaluation factors contained herein; however, BCD-RTMA reserves the right to reject in whole or in part, any and all proposals received in all cases, BCD-RTMA will be the sole judge as to whether an Contractors proposal has or has not satisfactorily met the requirements of the RFP.

BCD-RTMA reserves the right to reject, in whole or in part, any and all proposals received, to waive all technicalities, or to negotiate any term(s) or provision(s) of such proposals, such rejections, waivers, or negotiations to be accomplished in any manner necessary to serve the best interests of BCD-RTMA. It also reserves the right to reject or otherwise disregard, in whole

or in part, any ambiguous proposal, which are uncertain as to terms, delivery, quantity, or compliance with specifications.

The selected Contractor will be notified of acceptance of this proposal by a formal notice of award.

The selected Contractor shall enter into a contract with BCD-RTMA on terms that are mutually agreeable; failure to do so shall permit BCD-RTMA to award to another Contractor. BCD-RTMA reserves the right to develop and impose additional performance and/or technical requirements of terms and conditions before entering into a contract. Said additional requirements, terms, and conditions shall be based on the particular characteristics of the proposal under consideration.

1.7. INSTRUCTIONS AND GENERAL INFORMATION

A. CONTRACTORS RESPONSIBILITY

Contractor shall fully acquaint itself with the conditions relating to the scope and restrictions under the conditions of the RFP. The failure or omission of a Contractor to acquaint itself with the existing conditions shall in no way relieve it of any obligation with respect to the proposal submitted by the Contractor to any contract resulting from this RFP.

B. DUTY TO INQUIRE

Should a Contractor find discrepancies or omissions in this RFP, or should the Contractor be in doubt as to the meanings, the Contractor shall at once notify BCD-RTMA in writing prior to the last day for written questions. Questions shall be submitted to Jason McGarry, Procurement/Contracts Administrator, jasonm@bcdcog.com

C. SIGNATURE REQUIREMENTS

Only authorized officers eligible to sign contract documents will be accepted. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. This proposal should indicate the responsible entity. Contractors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

D. WAIVER

By submission of its proposal, the Contractor represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, services, supplies, materials, or equipment called for in the solicitation; that it has checked the proposal for errors and omissions; that the prices and costs stated in its proposal are intended by it; and, are a complete and correct statement of its prices and costs for providing the labor, services, supplies, materials, or equipment required.

E. CONFIDENTIAL INFORMATION

All proposals received become the exclusive property of BCD-RTMA. At such time, as a 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 which constitute confidential and proprietary information or trade secrets as those terms are used in S.C. Code Ann. §§ 11-34-410 and 30-4- 40(a)(1) and which are so marked 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. BCD-RTMA shall not in any way be liable or responsible to any Contractor or other person for any disclosure of any such records or portions thereof, whether the disclosure is deemed to be required by law, by an order of a court, or occurs through inadvertence, mistake, or negligence on the part of BCD-RTMA or its officers, agents, or employees. Any legal costs associated with determination of what is excluded or included in a public records request is at the expense of the Contractor.

F. REVISION TO RFP

BCD-RTMA reserves the right, when necessary, to postpone the times in which proposals are scheduled to be received and opened, and to amend part or all of the RFP. Receipt of all addenda must be acknowledged in the proposals received by BCD-RTMA.

G. WITHDRAWAL OF PROPOSAL

No proposal may be withdrawn after the proposals have been opened.

1.8 RESERVED RIGHTS/LIMITATIONS OF FUNDING

All Contractors are notified that the contract for this service is contingent upon Federal and State appropriations. In the event that funding is eliminated, decreased, or not granted, BCD-RTMA reserves the right to terminate any RFP accordingly. BCD-RTMA makes no representations that any contract will be awarded to any Contractor responding to this RFP.

A. PROTEST PROCEDURES

Any prospective Contractor or contractor who is aggrieved in connection with the solicitation of a contract may protest to BCD-RTMA. Any such protest must be delivered in writing within five days of the issuance of the RFP. Or within five days of the amendment there to if the amendment is the issue. A protest must set forth all specific grounds of protest in detail and explain the factual and legal basis for each issue raised. This project is to be funded in part by FTA and is subject to FTA rules and regulations.

1.9 COST OF PROPOSAL PREPERATION

BCD-RTMA shall not be responsible for any cost or expense incurred for preparation of the proposal in response to this RFP. Contractor shall not include such expenses as a part of the price proposal.

1.10 PROHIBITED INTEREST

No member, officer, employee of BCD-RTMA, or members of their boards during his/her tenure or one year thereafter, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereafter.

1.11 TAXES

Contractor should not include sales tax, if any, and all other applicable taxes and fees in their proposals. The Contractor should be aware that S.C. Code Ann. 12-8-550 requires withholding a percentage of payments made to certain nonresidents conducting business in South Carolina. Inquiries concerning S.C. Code 12-8-540 should be addressed to Withholding Section, South Carolina Tax Commission, PO Box 125, Columbia, SC 29214.

1.12 NOTICE TO PROCEED

The Contractor shall be issued a written Notice to Proceed. Any services provided prior to receipt of this Notice to Proceed shall be at the sole risk and expense of the Contractor.

2.0 Proposal Content Instructions

The contractor shall provide operation and maintenance for BCD-RTMA's Deviated Fixed Route services, in accordance with all of the requirements outlined in this RFP (including all attachments) and the Contractor's response thereto. The Contractor shall administer, manage, and provide all goods, personnel, and services necessary to deliver BCD-RTMA's complete operation and maintenance in a manner consistent with state and federal laws and in a fiscally sound manner.

2.1 Requested Outline

PROPOSAL SECTION I: FINANCIAL ABILITY

This category will be independently reviewed by BCD-RTMA. This category will not be scored, but will be evaluated to determine the responsibility of the Contractor. Unless a Contractor's responsibility can be fully verified and documented, the Proposal will not be evaluated any further.

Index

Number

Required Components

- I-1 Please provide information on initial available operating capital and its source, the amount of any financing proposed for this operation and its source, and terms of repayment.
- I-2 Indicate if any participants in the Proposal have been involved in bankruptcy proceedings as a debtor. If yes, state the date, court jurisdiction, amount of liabilities, and amount of assets. Provide this information on a separate statement with the heading "Bankruptcy Information".
- I-3 Provide detailed information regarding litigation, liens, or claims arising from litigations in excess of \$10,000 against any participant in the Proposal.
- I-4 Provide audited financial statements reflecting your current financial condition. If a partnership, submit financial statement for each partner. If audited statements are not available, Contractor may be required to submit additional financial information.
- I-5 Provide evidence of ability to obtain specified amounts of insurance from an insurance company authorized to do business in South Carolina. Disclose intended deductible levels, if any. Disclose the number and amount of claims paid by your firm in the last five (5) years. Demonstrate financial capability commensurate with the required insurance limits and your proposed deductible limits.
- I-6 Describe your familiarity with the FTA National Transit Database (NTD).
- I-7 Provide bank credit references – A minimum of two (2) are required. (Include name, title, and current phone number).

PROPOSAL SECTION II: QUALIFICATIONS

Index
Number

Required Components

Complete the Contractors Questionnaire on the following page.

- II-1 This statement is an integral part of the Contractors Statement of Qualifications and shall be completed. All reference and information shall be current and traceable. If a Contractor is a joint venture, a separate form shall be prepared by each participant in the joint venture. Failure to provide all data requested may result in your proposal being determined non-responsive.

PROPOSAL SECTION III – EXPERIENCE

Index
Number

Required Components

- III-1 Describe your previous experience on projects of similar size, scope, and complexity.
- III-2 List significant accomplishments in contributing to the success of similar services.
- III-3 Provide a listing of all other entities wo whom you have provided service in the last five (5) years. Please include company name, a contact person’s name, title, address, and phone number.

PROPOSAL SECTION IV – PERSONNEL, FACILITIES, AND EQUIPMENT

Index
Number

Required Components

- IV-1 Describe the availability of sufficient personnel, facilities, and equipment to comply satisfactorily with all requirements of this solicitation.
- IV-2 Submit an organizational chart to illustrate the origination structure and reporting relationship of your organization.

PROPOSAL SECTION V – UNDERSTANDING OF THE UNDERTAKING

Index
Number

Required Components

- V-1 Demonstrate your understanding of the contractual undertaking. What do you think your role and obligations are in this project?
- V-2 Offer your thoughts on ways you can improve the success of the transit system.
- V-3 Discuss how disadvantaged business enterprise participation will be achieved.

PROPOSAL SECTION VI – QUALITY OF PROPOSAL

Index Number	<u>Required Components</u>
VI-1	Describe the pertinent elements of your risk control program including your safety program.
VI-2	Describe the type and level of employment benefits provided or available to your employees

PROPOSAL SECTION VII – CERTIFICATIONS AND REPRESENTATIONS

Index Number	<u>Required Components</u>
VII-1	The Representations and Certifications must be completed and returned with the Proposal.

3.0 Representations and Certifications (required)

The following representations and certifications are required to be returned as a part of the proposal packet.

3.1 Representations

A. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The Contractor represents as a part of its offer that it (Mark one with an X)

a. Is _____

b. Is not _____

A disadvantaged business enterprise (DBE)

The Contractor hereby certifies that it will comply in full with the disadvantaged business enterprise provisions of this contract, as outlined in this section.

1. It is the policy of the DOT and of BCD-RTMA that disadvantaged business enterprises, as described in 49 C.F.R. Part 26 and the Program for Assistance to Disadvantaged Business Enterprises (hereafter referred to as “DBE Program”) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under any agreement. Consequently, the DBE requirements of 49 C.F.E Part 26 applies to this contract.
2. The Contractor hereby agrees to ensure that disadvantaged business enterprise as defined in 49 C.F.R Part 26 have the maximum opportunity to participate in the performance of this contract and any related subcontracts financed in whole or in part with Federal Funds. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The Contractor or the subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

3. BCD-RTMA will require all prime contractors bidding or proposing on US DOT-assisted contracts to submit the following information about the prime contractor and all subcontractors who provide a bid, proposal or quote to a prime contractor: the firms name, address, status as a DBE or non-DBE number, number of years in business, annual gross receipts, scope of work to be performed, on the contract, and dollar amount of that work.
4. This information must be received before a recommendation is made to the Board of Directors before award of contract. If the information is not received within the time specified, the Contractor/proposer will be deemed non-responsive.
5. During the performance of this contract, the Contractor shall keep such records as are necessary to determine compliance with its disadvantaged business enterprise utilization obligations. The records to be kept by the Contractor shall be designed to indicate the following:
 - a. The actual disadvantaged and non-disadvantaged business enterprises, the type of work being performed by each, and the actual dollar values of work, services, and procurements.
 - b. The progress and efforts being made in seeking out disadvantaged business enterprises organizations and individual disadvantaged business enterprises for this project; and
 - c. Documentation of all communications, including correspondence, contracts, telephone calls, etc., to obtain the services of disadvantaged business enterprises on a project.
 - d. The Contractor shall submit reports, on at least a monthly basis, of contracts and other business enterprises as documented by the records herein referred to.
6. All records required by the provision hereof to be kept by the Contractor shall be retained for a period of three (3) years following completion of the contract work. Said records shall be made available for inspection upon request.
7. The provisions of this section shall further be deemed applicable to any subcontracts executed by the Contractor pursuant to this contract. As part of any such subcontract, the Contractor shall secure from the subcontractor a certified copy of this section.
8. Failure on the part of the Contractor or any subcontractor to carry out any applicable provision of this schedule shall constitute a breach of contract and may result in termination of the contract by BCD-RTMA or other such remedy, as BCD-RTMA deems appropriate.

B. INTEREST OF PUBLIC OFFICIALS

The Contractor represents and warrants that no employee or official of BCD-RTMA is or will be interested or benefited directly or indirectly from this contract.

C. COVENANT AGAINST GRATUITIES

The Contractor represents as part of its proposal that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any employee or official of BCD-RTMA with the view towards securing favorable treatment in awarding, amending, or the making of any determination with respect to the performing of the contract.

D. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

1. The Contractor represents as part of its offer that it (Mark one with an X):

- Has _____
- Has Not _____

Participated in a previous contract or subcontract subject either to Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order Number 10925, or the clause contained in Section 201 of Executive Order Number 11114; and

2. It (Mark one with an X):

- Has _____
- Has Not _____

Filed all required compliance reports.

3. Representations including submissions of required compliance reports, signed by proposed subcontractors, will be obtained before subcontracts or awards.

E. AFFIRMATIVE ACTION COMPLIANCE

The Contractor represents as part of its offer that is has a workforce of _____ (# of employees)

It (Mark one with an X)

- Developed and has on file _____
- Has not developed and does not have on file _____

At each establishment, affirmative action programs requires by the rules and regulations of the Secretary of Labor (41 C.F.R 60-1 and 60-2), or it (Mark one with an X)

- Has _____
- Has Not _____

Previously had contract subject to a written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

F. PARENT COMPANY AND IDENTIFYING DATA

1. The Contractor represents as part of its proposal that it (Mark one with an X)

- Is _____
- Is Not _____

owned or controlled by a parent company. A parent company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the Contractor. To own the bidding company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control a Contractor as parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, and veto basic policy decisions of the Contractor through the use of dominant minority voting rights use of proxy voting or otherwise.

2. If the Contractor is not owned or controlled by the parent company, it shall insert its own Employer's Identification Number below:

3. If the Contractor is owned or controlled by a parent company, it shall enter in the blocks below the name and main office address of the parent company, and the parent company's Employee Identification Number.

NAME OF PARENT COMPANY AND MAIN OFFICE ADDRESS

Parent Company's Employee Identification #: _____

3.2 Certifications

A. Certification of Independent Price Determination

1. By submission of this proposal, the Contractor certifies, and in the case of a joint proposal, each party certifies as to its own organization, that in connection with this procurement:

a. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Contractor or with any competitor

b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Contractor prior to the opening (in the case of an advertised procurement) or prior to award (in the case of a negotiated procurement), directly or indirectly to any other Contractors or to any competitor, and

c. no attempt has been made or will be made by the Contractor to induce other person or firm to submit or not submit a proposal for the purpose of restricting competition.

B. Buy America Certification

This solicitation and any resulting contract are subject to the Buy America requirements of 49 U.S.C. Section 50101. The Contractor certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101.

C. Certification of Restrictions on Lobbying
{This Certification is applicable if the proposal exceeds \$100,000}

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, 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 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.

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 applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The applicant 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 loans, and cooperative agreements) and that all subrecipients shall certify and disclosure accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. 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.

D. Clean Air and Water Act

Applicable if this contract is to exceed (\$100,000.00)

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 BCD-RTMA and understands and agrees that BCD-RTMA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

E. Clean Water Requirements

(If this contract is to exceed (\$100,000.00)

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, The Clean Water Act, as amended, 33 U.S.C. § 1251 et seq. CONTRACTOR agrees to report each violation to BCD-RTMA and understands and agrees that, 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

F. Certification of Eligibility

By entering into this contract, the Contractor certifies that it nor any person or firm who has an interest in the Contractors firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act, 40 U.S.C. § 276A et seq., or 29 C.F.R. 5.12(a)(l).

No part of this contract shall be subcontracted to any person or firm ineligible for ward of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act, 40 U.S.C. § 276A et seq. Or 29 C.F.R. 5.12(a) (l).

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. §1001.

G. Conflict of Interest Certification
(This Certification is required to be marked.)

By submission of this Proposal, I certify that:

1. I have read and understand the General Provisions clause entitles "Interest of Public Officials" that will be incorporated into any contract resulting from this solicitation. I further understand that the pecuniary interest in that clause includes employment relationships

2. I understand BCD-RTMA has an internal conflict of interest policy for its employees which includes as an actual or possible conflict of interest whether or not a member of the employee's immediate family works for a firm doing or seeking to do business with BCD-RTMA.

3. Mark one with an X

_____ To the best of my knowledge and belief, no employee of my firm is related to an employee of BCD-RTMA

_____ An employee of my firm is related to an employee of BCD-RTMA or a letter to the contracting officer explaining that relationship is attached to this exhibit

4.0 Scope of Work

General Scope of Work Provisions

The Contractor shall operate BCD-RTMA'S Deviated Fixed Route services, as well as maintain the Revenue Vehicles, the Support Vehicles, and the Facility. Except as otherwise noted, the Contractor shall provide everything necessary including the workforce to operate the Deviated Fixed Route service in accordance with the terms of this RFP.

The Contractor will enter into a lease agreement with BCD-RTMA for the Facility, which terms shall be mutually acceptable.

The Contractor shall keep and maintain the books and records reflecting the operation of the transit system in conformity with the requirements of BCD-RTMA and at the direction of BCD-RTMA and shall render and certify to BCD-RTMA such full and complete monthly or other operating reports and financial statements as provided in the agreement.

Contractors Responsibilities

- Provide safe, timely, professional, and reliable transit services over the Deviated Fixed Route system;
- Meet all operations, equipment, and maintenance requirements established herein;
- Provide transit service in accordance with the schedules, or as otherwise established by BCD-RTMA pursuant to this Request for Proposal;
- The contractor has the authority to exercise full control supervision over the BCD-RTMA employees, including their compensation and discharge. Contractor shall be responsible for all matters relating to payment of such employees, including compliance with social security, withholding, and all other regulations governing such matters. Contractor shall employ sufficient personnel to fulfill the obligations under the resulting Contract.
- Establish and maintain all employment policies related to the contractor's personnel.
- With respect to the same, the contractor shall perform all function and do all things necessary for the management of its employees, including but not limited to establish and enforce rules and regulations and handling and resolving grievances of its employees, to hire, fire, promote, layoff, supervise and discipline its employees including discharge of employees, all of the above.
- Be responsible for personnel, training and development in accordance with high industry standards;
- Maintain written and verbal communications with BCD-RTMA;
- Comply with and/or assist with BCD-RTMA's monitoring and auditing programs;
- Respond promptly and precisely to BCD-RTMA's requests for information according to the schedule of reporting set by BCD-RTMA;
- File operating, financial, and performance reports and invoices as directed by BCD-RTMA;
- Investigate accidents and unsafe practices and provide monthly reports of those investigations to BCD-RTMA;
- Provide insurance coverage and bonding as required herein;
- Immediately report to BCD-RTMA any accidents, including passenger accidents, any non-routine event, or any operational deviation;
- Maintain, preserve, and protect all vehicles, facilities, equipment, tools, and materials provided by BCD-RTMA;
- Develop and maintain driver training and testing program;
- Execute data collection services as requested by BCD-RTMA;
- Provide appropriate security measures in accordance with plans and programs approved by BCD-RTMA.

- Provide for full vehicle scheduling. Provide full dispatch function appropriate in scope to the service provided and approved by BCD-RTMA;
- Ensure that the radios provided by BCD-RTMA in Vehicles and the Facility for use in communicating with vehicle operators and the Facility are operational at all times are properly maintained in accordance with a program to be approved by BCD-RTMA;
- Refer all media inquiries relating to service provided under any contract resulting from this RFP to BCD-RTMA and cooperate in providing public information through BCD-RTMA;
- Promptly notify BCD-RTMA of any deficiencies or defects in the Facility or Vehicles furnished by BCD-RTMA in accordance with any contract resulting from this RFP;
- Provide all tools needed for the maintenance of the Vehicle except those permanently affixed to the Facility and those provided by BCD-RTMA in the inventory under this RFP;
- Provide office equipment needed for operation of the Fixed Route System including, but not limited to, computers, including hardware, software, and peripherals, furniture, fax machines, and copiers, except for the equipment provided by BCD-RTMA under inventory attached to this RFP;
- Acquire and maintain a parts inventory adequate to properly maintain the type and number of vehicles to meet service requirements;
- Provide security for the Vehicles and Facility as provided in the Lease;
- Dispose of all hazardous materials including, but not limited to, waste oil, grease and automatic transmission fluid in accordance with applicable Local, State and Federal Laws and Regulations;
- Notify BCD-RTMA of any issues or concerns in any System expansions, alterations, and/or reductions in service;
- Participate in BCD-RTMA's planning process;
- Notify BCD-RTMA of any issues or concerns in proposed capital purchases;
- Cooperate with law enforcement agencies with respect to security activities on-board Vehicles and elsewhere;
- Perform all work and services in strict accordance with all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices and other agents;
- Allow services to be inspected or reviewed by an employee of BCD-RTMA or designated agent at any reasonable time and place selected by BCD-RTMA;
- Study, evaluate, and introduce progressive operational methods and techniques. The contractor shall periodically make recommendations as to routes, fares, and service standards, subject to the determination and approval by BCD-RTMA as provided by applicable law. This

shall include the use in the contractor's discretion of the physical plant, building, equipment, vehicles, and other property provided by BCD-RTMA and the authority of the contractor to determine and set efficient and cost-effective procedures and method for such use.

- Contractor shall provide monthly reports to BCD-RTMA as to the status of the system, and it shall make recommendations to BCD-RTMA as necessary to promote the safe, cost-effective, and efficient operation of the public transportation system, such as to the acquisition, replacement or refurbishing of fleet equipment, maintenance and improvement of BCD-RTMA facilities, and improvement of the transportation services provided to the public.
- BCD-RTMA shall provide Customer Service. Contractor shall be required to direct all customer service requests to the appointed BCD-RTMA staff.

4.1 COST OF SERVICE

Service Hour Cost Proposals shall be structured so that BCD-RTMA will pay the contractor a fixed Service Hour Cost. The Service Hour Cost shall include the cost of operation of one in-revenue service hour of operation excluding the cost of fuel, basic comprehensive and liability insurance coverage, and certain capital items, which will be provided by BCD-RTMA. BCD-RTMA has set a policy, which allows passengers to board for regular fare at any designated bus stop when a vehicle is either leaving or returning to the garage; therefore, all deadhead hours are to be included in the Service Hour total. BCD-RTMA also requests that the Contractor provide an additional separate charge for Preventative Vehicle Maintenance, which is not to be included in the Service Hour Cost. These expenses must be submitted for reimbursement with a full detail of expenses along with the regular monthly invoice for service. (See current list of vehicles under Attachment C)

Unauthorized Service: Contractor shall not be compensated for any service that is operated without written authorization from the Executive Director.

Unless specifically provided in this Proposal, the prices provided shall remain fixed and shall not be adjusted as a result of increases in the cost of performance.

4.2 INVOICES AND PAYMENTS

Contractor shall submit a monthly invoice by the **tenth** of each month for the previous month's service. The invoice will be based upon the number of Service Hours operated and shall set forth an itemized list of the service hours operated, broken down by route and number and type of vehicle, total hours of service provided, missed runs, and any additional information requested by BCD-RTMA. Such invoice shall also list a total due for Preventative Maintenance and all other amounts due Contractor with appropriate documentation.

BCD-RTMA has the right to make adjustments to the total invoice amount for application of difference in total revenue hours, Unsatisfactory Performance Fees, and any other adjustments deemed appropriate. When such adjustments cause a difference in the invoice amount due to Contractor, BCD-RTMA will notify Contractor in writing of such changes. If Contractor objects to any such adjustments made by BCD-RTMA, Contractor may pursue a dispute resolution.

If the monthly invoice amount after any adjustments made by BCD-RTMA is greater than the amount submitted by Contractor, BCD-RTMA shall make payment of such difference within 30 days of receipt of such invoice.

4.3 AUDITS AND REVIEWS

BCD-RTMA reserves the right to request any information to support any charges submitted Contractor that are directly or indirectly related to the service provided under the Contract. Any overpayment or underpayment uncovered in such an audit may be charged or credited (as the case may be) against Contractor's future payments. BCD-RTMA may withhold payment for services it believes were improper, failed to meet service specification and were subject to an Unsatisfactory Performance Fee, or were otherwise questionable. Appropriate financial adjustment to future payments shall be made by BCD-RTMA based upon any inconsistency, irregularity, discrepancy, under billing, or unsubstantiated billing revealed as a result of the audit. If Contractor objects to any such adjustments made by BCD-RTMA, Contractor may pursue a dispute resolution.

Submission of Invoices: Invoices for payment shall be so marked and include a reference to the ultimate Contract number. Invoices shall be accompanied by any required reports under this Contract. A digital invoice should be submitted to the Executive Director as follows:

Ronald E. Mitchum ron.mitchum@ridetricountylink.com

4.4 PROHIBITION ON PASS THROUGH PAYMENTS

General Rule: Except as expressly provided elsewhere in this Request for Proposals, all compensation to Contractor for services under this contract shall be pursuant to the cost per service hour methodology set forth in the previous section.

Request for Property: If Contractor desires to obtain any property or equipment needed for the operation of service, which BCD-RTMA is obligated to provide under this Contract, Contractor shall submit a written request to BCD-RTMA identifying the property needed and explaining why it is necessary for the performance of services as outlined in the RFP. BCD-RTMA shall notify Contractor within 30 days after receipt if the property will be obtained.

Provision by BCD-RTMA: If BCD-RTMA is obligated hereunder to provide the property or equipment requested under a Request for Property, BCD-RTMA shall obtain that property or equipment and make such property or equipment available to Contractor for the purpose of carrying out services detailed in this RFP, however, BCD-RTMA shall be under no obligation to provide such materials if funding is not available.

Acquisition by Contractor: In exigent circumstances when Contractor submits documentation that its direct acquisition of property or equipment is essential to the provision of services under this Contract and that BCD-RTMA is required hereunder to provide such equipment, the Contracting Officer may provide Contractor with prior written authorization to acquire or lease such property or equipment. In such an event, BCD-RTMA shall reimburse Contractor the actual cost thereof without a mark-up of any kind for such acquisition within 30 days of receipt of an appropriate invoice. The title of any such property or equipment shall be transferred to BCD-RTMA shall make such property or equipment available.

4.5 SCHEDULES

In General: The Contractor shall operate the Deviated Fixed Route System in accordance with the schedules. BCD-RTMA and Contractor shall work together to ensure that schedules provide accurate times and provides appropriate frequencies during peak times.

Holiday Schedules: BCD-RTMA reserves the right to require the Contractor to operate modified schedules on holidays, as deemed appropriate. Changes to holiday schedules shall be in writing and delivered not less than 2 weeks before the scheduled change. Any actual and verifiable costs incurred and documented by Contractor as a result of the failure to provide notice in accordance with this subsection shall be borne by BCD-RTMA.

4.6 ALLOWABLE SERVICE CHANGES

In General: The Services provided by the contractor may be modified or adjusted at any time by BCD-RTMA in accordance with this Section. Modification and adjustments may include, but are not limited to; adding or deleting bus stops, extending, deleting, or adding routes or parts of routes, reallocating, decreasing, or increasing Service Hours or the frequency of service, adding commuter express service or routes, or other types of new services needed to meet changing transit demand and market condition; or modifying requirements relating to the maintenance of vehicles or the Facility. BCD-RTMA and Contractor shall jointly evaluate schedules periodically to address changes in ridership and demand, and in surface street, traffic and circulation changes

1. Process for Service Changes: BCD-RTMA retains the sole and absolute authority to establish transit policy, routes, and fares.

Service changes proposed by BCD-RTMA shall be submitted in writing to the Contractor, identifying the proposed change in reasonable detail and specifying the proposed implementation date.

Contractor shall, within 20 days after receipt of a proposed service change, provide BCD-RTMA a written estimate of the cost or savings of the proposed change; the anticipated impact of such change on existing operations, maintenance activities, schedules, routes, and existing capital equipment usages; the necessity for any additional capital equipment to implement such change. Contractor may also propose service changes, and may suggest alternatives or modifications to those changes proposed by BCD-RTMA.

Upon direction by the Executive Director, Contractor shall proceed to implement the proposed service change (with any modifications accepted by BCD-RTMA) in accordance with the schedule or timetable established by BCD-RTMA. Only those changes directed or approved by BCD-RTMA shall be implemented by the Contractor.

2. Effect upon Unit Prices: Any service change directed by BCD-RTMA under this Section that results in an increased or decreased of the Service Hours to be provided in excess of ten percent (10%) may, upon the request of either party, be the basis for the renegotiation of the hourly rate set forth in this Contract. Any increase in unit prices sought by the Contractor or decrease in unit prices by BCD-RTMA shall be supported by Contractor's full documentation of fixed and variable costs, including a comparative analysis of individual existing and proposed budget line items by Contractor.

3. Temporary Modifications: BCD-RTMA may direct the Contractor to make temporary modifications in the service provided or the Schedules in order to make temporary modifications in the services provided or the Schedules in order to address short term operating problems or route seasonal adjustments issues. The Cost per Service Hour rate shall apply for all temporary modifications.

4. Special Services: If BCD-RTMA determines that special services are needed to meet a particular transit need within the scope of this Contract, BCD-RTMA shall provide notice Contractor of the special service to be provided and the date on which the provision of such services shall commence. The Cost per Service Hour rate shall apply for all special service. Contractor shall implement such service in accordance with the schedule established by BCD-RTMA.

5. Disaster Relief Program: Contractor is responsible for timely, efficiently, and effectively implementing BCD-RTMA's emergency evacuation program with Berkeley and Dorchester Counties., BCD-RTMA shall provide reasonable notice to Contractor of the services to be provided and the date on which the provision of such services shall commence. BCD-RTMA shall reimburse Contractor for its reasonable direct costs incurred in providing such services under this section.

4.7 FAREBOXES, FARE VAULT, AND FAREBOX MAINTENANCE

In General: Fare boxes and a fare vault will be provided by BCD-RTMA and maintained by the Contractor.

Responsibilities: Fare box maintenance shall include all regularly recommended preventative maintenance.

The contractor will also continuously conduct passenger mile sampling in accordance with FTA accepted methods for use in preparation of the annual National Transit Database report.

4.8 FARE STRUCTURE

In General: BCD-RTMA shall determine the fare rate and fare structure for each route and may implement any fare adjustments.

Transfer Policies: BCD-RTMA shall determine transfer policies and shall inform Contractor in writing of all such policies and changes thereto. BCD-RTMA may implement any transfer policy or procedure changes.

Methods of Payment: The vehicle operator shall collect a fare from each passenger and shall issue transfers. Contactor shall accept all approved means of payment for fares

4.9 FARE COLLECTION

Revenue derived from the operation of the transit system managed by Contractor, under this Contract, whether from passengers or from other sources, shall be and remain from the initial receipt thereof, the absolute property of BCD-RTMA and the treatment of such revenue, including the banking thereof, and the accounting therefore, shall be as directed by BCD-RTMA. The procedures for fare collection are set forth below:

In General: All fares collected are the property of BCD-RTMA. All fares, tickets, and transfers are to be emptied from the fare box by Contractor at the Facility, recorded daily, and reported by BCD-RTMA in the monthly operation report. The amount of the collected fares and transfers shall correspond to the reported number of passenger trips recorded on the monthly report. If the amount of collected fares and transfers is less than the reported number of passengers, such difference shall be offset against from any amounts due Contractor under this Agreement. If Contractor objects to any such adjustments made by

BCD-RTMA, Contractor may pursue a dispute resolution as outlined in this agreement. Contractor shall immediately report to BCD-RTMA all violations or breaches of security of the fare box. Contractor shall forthwith make any and all repairs and replacements necessary to restore the highest security feasible to fare boxes and shall cooperate with BCD-RTMA as to the establishment and modifications of security facilities and security procedures.

On-Board Checks. BCD-RTMA, at its discretion, shall periodically conduct on-board farebox checks. Contractor shall cooperate with BCD-RTMA in any such on-board checks.

Fare Recording. Contractor's vehicle operators shall record each boarding by type of fare, including recording of non-fare boarding on days designated by BCD-RTMA. Contractor shall maintain all data necessary for the operation of the farebox and data reporting system to the satisfaction of BCD-RTMA.

4.10 BCD-RTMA PROPERTY

Use of Property. The Vehicles, Facility, equipment and tools utilized under this Contract and provided to Contractor by BCD-RTMA shall be used by Contractor only for the services contracted for by BCD-RTMA hereunder except as otherwise directed by BCD-RTMA in writing.

Inspection. Upon taking possession of any vehicles, materials or equipment furnished by BCD-RTMA, Contractor shall inspect such items and notify the Contracting Officer in writing within 72 hours if such vehicles, materials or equipment are not adequate for the required purposes or have defects. If Contractor subsequently discovers latent defects in any BCD-RTMA provided property, which could not have been discovered by a reasonable inspection at the time of receipt, Contractor shall notify the Contracting Officer within 72 hours after discovering such latent defects. BCD-RTMA shall have the option to either repair or replace defective BCD-RTMA provided property or to direct Contractor to do so pursuant to the terms of this Agreement, if timely notice has been given by Contractor as described above.

Contractor Responsibility: Contractor will be responsible for the following:

The rental or purchase of any necessary office equipment not provided by BCD-RTMA hereunder and any maintenance expenses incurred in connection with office equipment.

Additional tools used for maintenance of vehicles not provided by BCD-RTMA;

An adequate inventory of parts to assure proper maintenance and operation of the Vehicles and the Facility;

Tires in sufficient quantity for the Vehicles and of the same or better quality as initially provided on the Vehicles by BCD-RTMA.

Vehicle Registration and Licensure. BCD-RTMA shall obtain and keep current South Carolina Department of Motor Vehicles registrations and permanent vehicle tags for all vehicles used to provide service in the Fixed Route System. BCD-RTMA shall pay all fees involved in obtaining or maintaining proper registrations and if applicable, fees involved in the transfer of lease documents for leased vehicles.

Vehicle Storage. Contractor shall ensure that the Vehicles used in the Fixed Route System are secure from unauthorized entry and use at all times.

Vehicle Return. Contractor shall be responsible for proper use, care and maintenance of all Vehicles and at the termination of this Agreement will return BCD-RTMA vehicles to BCD-RTMA in substantially the same condition as on the date transferred to Contractor except for normal reasonable wear and tear. To this end, BCD-RTMA and Contractor will jointly inspect all vehicles before they are used as part of the Agreement and the condition of each will be agreed upon and written up on the Vehicle Inspection Form.

Theft and Damage Reports. Contractor will notify BCD-RTMA of any missing, vandalized or stolen vehicles or equipment leased to Contractor by BCD-RTMA within 24 hours of discovery.

Vehicle Signage. Contractor shall ensure that each Revenue Vehicle is properly signed. A Revenue Vehicle is properly signed when the front, side and rear block numbers are clearly visible, correct and meet all ADA regulation standards. Portable signs shall be large enough to be read by the passengers when placed in the front right side window. BCD-RTMA shall be responsible for furnishing all signage.

Initial (Non-Parts) Inventory. The Contractor shall be responsible for the inventory of parts necessary to keep all equipment in good running order, while minimizing the down time associated with parts ordering and delivery.

Sales of Surplus Property. Contractor shall, if approved by BCD-RTMA, identify any BCD-RTMA Vehicle, property or equipment that it believes to be obsolete or no longer needed for the Deviated Fixed Route System operations. BCD-RTMA may sell or otherwise dispose of such property. The proceeds of any such sale shall be the property of BCD-RTMA.

Data Equipment. Upon termination of the Contract, Contractor shall transfer all software and other such necessary equipment to BCD-RTMA in order for BCD-RTMA to be able to retrieve and use all data and records compiled by Contractor during the term of the Agreement.

Accident Reporting Procedures. Contractor shall comply with all accident reporting and investigating procedures established by BCD-RTMA or required by Federal, state, or local laws and regulations. Contractor shall require all personnel to report all accidents or incidents, regardless of liability, severity or damage, to BCD-RTMA. This notification shall be in writing.

Contractor shall cooperate with BCD-RTMA during any ensuing investigation. If an accident involves bodily injury to a passenger or major property damage to a vehicle, Contractor shall notify BCD-RTMA, regardless of time of day. BCD-RTMA shall be notified within 24 hours or the next business day of an accident or incident, whichever is later, if such accident or incident involves:

- Collisions between a vehicle and another vehicle, person or object;
- Passenger accidents, including falls, that occur to vehicle passengers while boarding, occupying or alighting from the vehicle; Assault(s); Disturbances, ejections, fainting, sickness; Vandalism to the vehicle; and Passenger, driver and service complaints that arise from an accident.

- Death of any person or injury which requires medical care or treatment by a health care professional away from the scene of the accident or incident.
- All other types of accidents or incidents shall be reported to BCD-RTMA as soon as possible.

Advertisements. Contractor shall post no advertisements on Revenue Vehicles. BCD-RTMA reserves the exclusive rights to all internal and external forms of advertising signage and postings on the Revenue Vehicles. Contractor shall make Revenue Vehicles available for the installation of advertising by BCD-RTMA or its advertising contractor at times, which do not interfere with scheduled service and maintenance activities and at no cost to Contractor.

5.0 CONTRACTORS REQUIREMENTS

5.1 PERSONNEL

In General. Contractor shall be responsible for providing qualified personnel capable of performing all of Contractor's responsibilities and obligations under this Contract. The total number of personnel necessary for operations and services shall be determined by Contractor.

Management Personnel. In order to manage and perform the services required by this Contract, Contractor shall provide appropriate management personnel to oversee the deviated fixed route operations. The candidate for General Manager shall be outlined in the Proposal submitted, and should detail experience and operational achievements. The individual selected for the General Manager role shall be dedicated to the BCD-RTMA operation, and shall not serve in a Regional Management role for the Contractor's other contracts for service. In addition, the General Manager candidate shall receive approval from BCD-RTMA for all scheduled travel and absences, even when work-related.

General Manager. The General Manager shall have at least three (3) year's experience in similar operations. BCD-RTMA must be notified in writing at least ninety-days (90) prior to any contemplated change in the General Manager. The General Manager shall remain with BCD-RTMA for a minimum of one year unless otherwise agreed by BCD-RTMA. The General Manager is required to reside in the locality, devote his/her entire time and effort to the services provided under this Agreement and shall serve as primary on-site liaison with BCD-RTMA.

The General Manager shall be responsible for the safe and reliable provision of all services Contractor provides to BCD-RTMA. The General Manager shall directly supervise the daily activities of all Contractor personnel employed to operate and support the deviated fixed route and System and monitor all Fixed Route System operational activities. The General Manager will be the primary Contractor liaison with BCD-RTMA.

The General Manager shall be responsible for having a thorough working knowledge of the requirements of laws, regulations and statutes, including amendments and guidance provided by U.S. Department of Transportation, FTA and South Carolina Department of Transportation pertaining to the provisions of Fixed Route Services.

The General Manager shall implement transit policy established by BCD-RTMA and shall work cooperatively with BCD-RTMA in matters of assuring service quality, providing operational data, planning future service, responding to comments from passengers

and the general public and responding to specific requests for other assistance from BCD-RTMA.

As required by BCD-RTMA from time to time, the General Manager shall attend all meetings and hearings pertaining to the Fixed Route System. This includes, but is not limited to, BCD-RTMA board meetings and any and all citizen advisory group meetings. Should the General Manager be unable to attend such meetings the General Manager shall appoint a staff member, as approved by BCD-RTMA, with the authority to make binding decisions to appear as agent of Contractor in his or her place.

If the General Manager is unable to perform his or her duties, the General Manager shall appoint a staff member to serve in his or her place. Contractor shall notify BCD-RTMA whenever such substitution shall occur prior to the event. If the General Manager shall be unable to perform duties for more than two weeks, Contractor shall be required to provide a qualified Operations Manager as a substitute, subject to BCD-RTMA approval.

Staffing: BCD-RTMA is subject to drug and alcohol testing regulations and guidance issued by the United States Department of Transportation and the Federal Transit Administration. Contractor shall comply with all applicable requirements thereof.

Contractor retains the right to exercise full control and supervision over its employees, their compensation, other terms and conditions of employment and discharge, and agrees to be solely responsible for all matters relating to payment of its employees, including compliance with social security, withholding and all other regulations governing such matters.

Contractor shall provide all management, supervisors, dispatchers, vehicle maintenance supervisors, safety and training personnel, and other personnel necessary; responsibly operate the Fixed Route System.

Meetings: Meetings involving the BCD-RTMA Executive Director and the General Manager shall be held on a bi-weekly basis. Meetings with other key BCD-RTMA and Contractor staff will be held on a regular basis, as well as on an as needed basis. BCD-RTMA shall include key Contractor staff in appropriate meetings related to service, planning, maintenance, and operations, in circumstances in which BCD-RTMA is contemplating the purchase of new equipment or systems or is making significant planning decisions. A representative of Contractor shall be present at the regular public meetings of BCD-RTMA.

Obligations: Contractor has the sole and exclusive authority to and agrees to perform all functions and all things necessary for the management of its employees, including but not limited to establish and enforce rules and regulations concerning the work and conduct of its employees, to establish procedures for and handling and resolving grievances of its employees, to hire, fire, promote, layoff, supervise and discipline its employees including discharge of employees. Contractor further retains the right to exercise full control and supervision over its employees, their compensation, other terms and conditions of employment and discharge, and agrees to be solely responsible for all matters relating to payment of its employees.

Personnel Performance Standards and Requirements: Personnel Standards. Contractor shall require that all project personnel maintain a professional, courteous attitude toward passengers, including answering to the best of their ability all passenger questions (including questions about schedules) and performing other tasks as directed.

Complaints: Contractor shall report all passenger complaints and any operational problems to BCD-RTMA. The logging of complaints shall include date, time and a written description of each complaint. BCD-RTMA shall respond to passenger complaints in accordance with the BCD-RTMA passenger complaint process in force at the time of the complaint. Contractor shall provide information requested by BCD-RTMA and otherwise cooperate with BCD-RTMA in the resolution of any complaints appealed to BCD-RTMA pursuant to said passenger complaint process.

Uniforms: Contractor shall cause all vehicle operators, dispatchers and personnel available to the public to be attired in such uniforms or clothing as specified by Contractor and approved by BCD-RTMA. Such clothing shall display the System logo or name and shall have a clean and neat appearance at all times. The cost of such uniforms shall be borne by Contractor.

Labor Laws: Contractor shall comply with applicable local, State, and Federal laws and regulations.

Training: Contractor shall require that all new employees of Contractor complete a training program. Contractor shall inform BCD-RTMA of the number of hours of training and types of training to be provided employees in each position.

Contractor shall implement its training plan and program in a way that will assure that vehicle operator training is not conducted during peak service hour periods at the expense of providing on-time revenue service.

Contractor shall develop, implement, and maintain a formal training and retraining program for all vehicle operators and other operations personnel. Such program shall contain behind the wheel instruction on transit vehicle operation, including, but not limited to, the following: Bus maneuvers, fare and transfer structure, pre-trip inspection, map reading, schedule reading, radio procedures, vehicle familiarization, accident and incident procedure and reports, state motor laws, safety, passenger relations, route/system familiarization, elderly and disabled individuals procedures, wheelchair lifts/accessibility devices, diversity training and ADA sensitivity training. Contractor shall ensure that each vehicle operator is fully knowledgeable of his or her duties and responsibilities and can operate a transit vehicle in a safe manner.

Safety Program: Contractor shall develop an ongoing Safety Program. This program shall ensure a safe operating environment and address unsatisfactory operator performance and refresher courses for vehicle operators who have not driven for more

than thirty days. All vehicle operators and maintenance employees must complete this program annually.

Vehicle Operators. Contractor shall employ vehicle operators in accordance with the following provisions:

Each vehicle operator shall have a valid South Carolina Commercial Driver's License, with a passenger bus endorsement, as well as any other licenses required by applicable local, State, and Federal laws and regulations. Periodic testing related to drug and alcohol use shall be conducted by Contractor in accordance with applicable Federal laws and regulations. A summary report of drug testing results (exclusive of individual test results) shall be provided to BCD-RTMA. Any vehicle operator who does not pass the medical examination or whose drug/alcohol screening tests do not comply with applicable standards for alcohol or drug use shall not be permitted to operate any vehicle used to provide service under this Contract;

Each vehicle operator shall be neat and clean in appearance. Vehicle operators shall wear a regulation uniform at all times while in revenue service.

Prior to employing any person as a vehicle operator, Contractor shall obtain from each such person detailed information concerning such person's employment experience, driving record, professional driving experience, motor vehicle violations and accidents, criminal history, personal and character references, and complaints filed against such person in the course of any employment as a professional driver, whether by any bus service provider or otherwise. Contractor shall investigate and verify the accuracy of the information obtained from all job applicants.

Contractor shall conduct annual checks of the DMV records of all of its employees whose job requires them to operate service vehicles. DMV records shall be checked for accidents, vehicle code violations, license suspensions, or any other pertinent information, which would cause question to an employee's fitness to operate a vehicle in accordance with all applicable federal, state and local laws.

Vehicle operators shall be fully trained in defensive driving and vehicle handling in accordance with a defensive driving program in accordance with high industry standards.

Adequate numbers of fully qualified vehicle operators shall be available during all operating hours to ensure consistent and reliable service in accordance with high industry standards.

Vehicle operators shall be trained in, and be cognizant of all operational procedures relating to the System, including but not limited to a thorough knowledge of the service area and street network.

Vehicle operators shall hand out notices to passengers or otherwise render assistance in determining customer satisfaction with BCD-RTMA's public transportation services.

Vehicle operators shall immediately report to Contractor any traffic accidents, passenger accidents or other non-routine event.

Dispatchers. Contractor shall provide complete dispatching services. Dispatching personnel shall be on duty and in radio, communication with vehicle operators at all times during hours of operation and shall be trained in professional techniques, radio protocol and cooperative methods for communicating with vehicle operators and passengers. Contractor shall follow FCC guidelines. Contractor shall maintain logs of all dispatching and radio communications. BCD-RTMA reserves the right to examine such logs at any time. Dispatch personnel shall demonstrate to Contractor through examination an ability to speak, read, and write Standard English.

Vehicle Mechanics. In General. Contractor shall employ personnel in sufficient numbers and with an adequate mix of skills to maintain the vehicles on site. Mechanics shall possess the ability to repair and service the vehicles and equipment.

Matching of Personnel to Tasks. Contractor shall ensure that the skills, capability and availability of maintenance personnel are adequately matched to the type of maintenance and repairs needed for the Fixed Route System

5.2 VEHICLE MAINTENANCE

Maintenance Program. Contractor shall perform all routine maintenance of vehicles used in the Fixed Route System. Such maintenance shall be in accordance with BCD-RTMA's Vehicle Maintenance Program, attached hereto as Exhibit C. BCD-RTMA shall bear the expense of all major engine, transmission and differential costs as outlined in BCD-RTMA's Vehicle Maintenance Program. Contractor will ensure that all necessary repairs to vehicles are made within a reasonable time to return vehicles to service as soon as practical following breakdowns. Maintenance activities shall be carried out at times, which do not interfere with scheduling of Revenue Vehicles to meet peak period service demands.

See Attachment C for current list of vehicles

Compliance with Vehicle Manufacturer's Warranty Requirements. Contractor shall ensure that all maintenance and repair of vehicles leased from BCD-RTMA meets the manufacturer's requirements and that any parts and materials used meet the manufacturer's warranty requirements. Contractor shall make any and all warranty claims for vehicles leased from BCD-RTMA. Warranty claims shall be made directly to the vehicle manufacturer's representatives. BCD-RTMA shall receive a credit on its monthly invoice for any monies recovered from a manufacturer for a warranty claim for all property owned by BCD-RTMA. Contractor shall receive all monies recovered from a manufacturer for a warranty claim for all property Contractor owns and for any monies received as compensation or reimbursement from manufacturer for warranty work performed at manufacturer's request.

Maintenance Records. Contractor shall provide complete, accurate and current maintenance records on leased vehicles. Record keeping shall be consistent with accepted fleet maintenance practices as specified by BCD-RTMA and include fuel usage. Maintenance records will be provided to BCD-RTMA monthly and be listed by the vehicle identification number.

Inspections by BCD-RTMA. BCD-RTMA reserves the right to randomly inspect vehicles used in the Fixed Route System, to review maintenance records of such vehicles, to confirm that required maintenance service is performed and to confirm that such vehicles are clean and free of trash. Any vehicle found to be unsafe or unclean will be removed from operation

until the condition is corrected. If BCD-RTMA identifies a mechanical problem, the vehicle will be repaired by Contractor and at Contractor's expense.

5.3 FACILITY MAINTENNACE AND OPERATIONS

Contractor shall maintain the Facility in accordance with the Lease provisions. Operating Performance Standards

Operation of Vehicles: Contractor shall operate the Vehicles in accordance with all applicable local, State, and Federal laws and regulations with regard to safety, comfort and convenience of passengers and the general public. Contractor shall ensure that the direction, loading, and departure of vehicles are coordinated to ensure adherence to the Schedules.

In order to enhance the productivity and performance of the BCD-RTMA transportation system, Contractor shall study, evaluate and introduce progressive operational methods and techniques. Contractor shall periodically make recommendations as to routes, fares, and service standards, subject to determination and approval by BCD-RTMA as provided by applicable law. This shall include the use in Contractor's discretion of the physical plant, building, equipment, vehicles and other property of BCD-RTMA and the authority of the Contractor to determine and set efficient and cost-effective and procedures and methods for such use including enhancing the productivity of Contractor's employees.

Unsatisfactory Performance Fees: The following unsatisfactory performance fees (the "Unsatisfactory Performance Fees") will apply in the event that the required element of service is not provided as set forth in this Agreement. BCD-RTMA shall calculate the Unsatisfactory Performance Fees monthly and shall deduct such fees from Contractor's monthly invoice.

MAINTENANCE

Monthly Maintenance Manager's Report	FEE \$200 if not submitted
Preventative Maintenance Inspection Reports	FEE \$200 if not submitted
Semi-Annual Fleet Summary Report	FEE \$500 if not submitted
Out of Service Designation as defined in the Maintenance Program	FEE Service hour cost for every revenue service hour that the vehicle was operated with this designation

Late PMI-500milesafterscheduledcycle	FEE \$200 per occurrence
Early PMI-more than 500 miles before schedule	FEE \$200 per occurrence
Missed PMI - 1000 miles after scheduled cycle	FEE \$400 per occurrence
Miles subject to alteration based on manufacturer of industry standards at BCD-RTMA's discretion	
Cleanliness Audit: Classifications include: Superior, Proficient, Meets Standards, Needs Improvement, and Unsatisfactory as determined byBCD-RTMA	FEE \$200 (Needs Improvement) FEE \$400 (Unsatisfactory)
	FEES are assessed PER VEHICLE
Vehicle Body Condition Report: Classifications include: Superior, Proficient, Meets Standards, Needs Improvement, and Unsatisfactory as determined by BCD-RTMA	FEE \$200 (Needs Improvement) FEE \$400 (Unsatisfactory) FEES are assessed PER VEHICLE

TRANSPORTATION AND OPERATIONS

Missed Trips (Unless due to a documented weather related incident or serious event beyond the Contractor's control subject to BCD-RTMA's approval	FEE \$200 per occurrence to be assessed hourly.
Monthly average Customer Complaints per 100,000 passengers allowed is Nine (9) if this is exceeded to Ten	FEE: \$125
If this is exceeded to Eleven or more	FEE: \$250 per complaint over TEN (10)

Failure to successfully resolve any customer complaint within three working days	FEE: \$250 per occurrence
Vehicle Accidents: 30 per One Million Miles – exceeding 30	FEE: \$200 per occurrence
Passenger Preventable Accidents: 10 per One Million Passengers – exceeding 10	FEE \$200 per occurrence

5.4 RIDERSHIP/OTHER REPORTS

LATE REPORTS: FEE \$25 per day per report

Notice and Assessment: After the conclusion of each month or quarter, as appropriate, BCD-RTMA shall calculate and notify Contractor in writing of any unsatisfactory performance fees to be imposed for that month, except in the case of Missed Trips, which notification to Contractor will be made in writing within 48 hours of such Missed Trip; provided, however that no Unsatisfactory Performance Fees shall be charged for the first One Hundred and Eighty (180) days of the Term of this Contract except Unsatisfactory Performance Fees relating to Monthly Management Reports, Preventative Maintenance Inspection Reports, Semi-annual Fleet Summary and Cleanliness Audits may be charged after the first Sixty (60) days of the Term of this Contract.

If Contractor disagrees with the fees imposed it shall respond to BCD-RTMA in writing within 10 days of receipt of the notice and explain any contingencies or reasons for the violations, except in the case of Missed Trips, in which case Contractor shall respond to BCD-RTMA within 48 hours. Unless rescinded based on information from Contractor, all amounts of unsatisfactory performance fees imposed shall be deducted by BCD-RTMA from the monthly payment of services otherwise due to Contractor. If Contractor objects to any such fees imposed by BCD-RTMA, Contractor may pursue a dispute resolution pursuant to this RFP.

REPORTS

In General: Contractor shall keep written financial and performance records for the Fixed Route System. Contractor shall submit monthly financial reports in a format sufficient to comply with National Transit Database Reporting by the tenth of the following month to BCD-RTMA using a standardized financial reporting format. Financial and performance records must be available for inspection by BCD-RTMA at all times. Failure to comply will result in an unsatisfactory performance fee as outlined in this Contract. If directed by BCD-RTMA, Contractor must supply an independent audit of the financial and performance data reported. BCD-RTMA shall select the auditor to perform such audit and bear the expense of such audit. Failure to comply may result in termination of the Contract.

BCD-RTMA reserves the right to require Contractor to submit all reports electronically using industry standard computer file formats. Contractor will be expected to collect data as

required and to provide period statements, showing, for example, a comparison of the transit system's past performance and of various management goals and objectives. Some of the reports, which will be required, are the following: Revenue Reports, Passenger Reports (by type), Wheelchair Use, Customer Relations, On-Time Performance, Safety Report, DBE Report, Mileage, Vehicle Usage and Fare box Data/National Transit Database Reporting. Contractor shall provide all other reports requested by BCD-RTMA. The majority of the reports will be required on a monthly or quarterly basis. Contractor shall be responsible for installing proper mechanisms for ensuring all data have been screened for errors and are accurate. BCD-RTMA reserves the right to perform additional accuracy checks to determine the reasonableness of the data. Prior to the start of service, Contractor may be required to demonstrate to BCD-RTMA its ability to collect and substantiate the data.

National Transit Database Reporting: BCD-RTMA receives federal subsidies according to the FTA formula calculated upon data generated from BCD-RTMA and its contractor's annual National Transit Database data on a calendar year basis. Contractor shall be required to meet all National Transit Database reporting requirements of the Federal Transit Administration. Accordingly, Contractor shall comply with any and all FTA specifications for compliance with the National Transit Database regulations. A complete set of required forms, instructions, and sampling methodologies will be provided to Contractor. Contractor shall conduct all relevant data collection. Contractor shall be responsible for auditing of their National Transit Database reports before they are submitted to BCD-RTMA on a quarterly basis.

Data Collection: Contractor shall follow data collection and reporting procedures that document daily operations and provide a basis for monitoring and evaluating the productivity of the service provided. Contractor shall utilize the electronic fare collections equipment and computer support equipment provided by BCD-RTMA. Contractor shall have all of the necessary computer hardware and software to maintain databases of all relevant maintenance, operations and passenger information. Contractor shall provide BCD-RTMA with modem or network access to Contractor's Fixed Route System related computer systems for the purposes of monitoring and data exchange and hereby waives all claims of privacy or ownership in and to said data and said systems excluding contractor's internal financial information unless otherwise provided herein or by federal, state or local law. BCD-RTMA reserves the right to monitor such computer systems at any time. Contractor shall install proper mechanisms for ensuring all data have been screened for errors and are accurate. BCD-RTMA shall have the right to perform additional accuracy checks to determine the reasonableness of the data.

Facsimile machine: Contractor shall have a facsimile available and operational to send and receive information from BCD-RTMA twenty-four (24) hours a day. This unit will be used for all daily detours, weather reports, special notices, and other types of special information.

Internet Access: Contractor shall have access to the internet and email contact information for key personnel shall be provided to BCD-RTMA.

Ownership of Documents: Contractor agrees that any and all information in oral or written form related to the services provided under this Contract, whether obtained from BCD-RTMA, its agents or assigns or other sources, or generated by Contractor pursuant to this Contract shall not be used for any purpose other than fulfilling the requirements of this Contract. Any documents, reports, or data generated by Contractor in connection with the performance of this Contract shall become the sole property of BCD-RTMA, subject to any

rights asserted by the FTA. Contractor shall not release any documents, reports or data relating to service pursuant to this Agreement without prior written permission from BCD-RTMA, unless required to do so by appropriate government officials or law enforcement agencies or otherwise required by law.

5.5 PERFORMANCE

In General: Contractor shall, at all times during the term of this Contract, perform all work diligently, carefully and in a professional manner, and shall furnish all labor, supervision, machinery, equipment, material and supplies necessary therefore, except as otherwise provided in this Contract. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors. Contractor shall conduct all work in Contractor's own name and as an independent contractor, and not in the name of, or as an agent for, BCD-RTMA.

Performance Bond Requirement: Upon execution of this Agreement, Contractor shall provide a performance bond in the amount of 50% of the annual contract value to BCD-RTMA to guarantee full and proper performance of all duties under this Contract. The performance bond shall be satisfactory to BCD-RTMA.

5.6 CONTINUITY OF SERVICES

In General: Contractor recognizes that the services under this Contract are vital to BCD-RTMA and must be continued without interruption and that, upon Contract expiration or termination, another entity, either BCD-RTMA or another provider, may continue those services. Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperate to effect an orderly and efficient transition to the subsequent provider.

Transition Requirements: Contractor shall, upon the Contracting Officer's written notice (1) furnish phase-in, phase-out services for up to 45 days after this Contract expires or terminates, and (2) negotiate in good faith a plan with the subsequent provider to determine the nature and extent of phase-in, phase-out service required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to Contracting Officer's approval. Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

Compensation on: Contractor shall be reimbursed for all reasonable phase-in, phase-out costs incurred after this Contract's expiration or termination as mutually agreed upon by Contractor and BCD-RTMA that are incurred and not compensated by BCD-RTMA in the Service Hour method of compensation within the agreed period after this Contract's expiration or termination that directly results from phase-in, phase-out operations.

Subcontracting Of Contract Work and Transfer of Interests

In General: This Contract or any portion thereof shall not be subcontracted except with the prior written approval of BCD-RTMA. In any case in which Contractor desires to subcontract, it shall provide BCD-RTMA with all proposed subcontracting agreements and documents (including scope of work and terms of compensation). If permitted to subcontract, Contractor shall be fully responsible for all work performed by the subcontractors. Any approval of a subcontract shall

not be construed as making BCD-RTMA a party of such subcontract, giving the subcontractor prives of contract with BCD-RTMA or subjecting BCD-RTMA to liability of any kind to any subcontractor. Further, the entering into of a subcontract shall not, under any circumstances, relieve Contractor of its liability and obligations under this Contract and all transactions with BCD-RTMA must be through Contractor. Effect of Subcontracting: Contractor may not, by subcontract, modify its obligation to perform in full accordance with its Proposal, or otherwise modify the basis upon which Contractor was selected and this Contract award made.

Licenses and Permits: Contractor will be appropriately licensed and authorized to perform the services required in this Agreement including, but not limited to, all necessary South Carolina motor vehicle licenses and certification. The cost of any required licenses or permits will be the responsibility of Contractor. BCD-RTMA shall pay all license plate and registration fees for the Vehicles Contractor leases from BCD-RTMA hereunder and all federal, state and local property taxes imposed on Contractor by reason of Contractor's leasing from BCD-RTMA of any vehicle, equipment, inventory or facility.

Contract Assignment: BCD-RTMA reserves the right to assign this Agreement. Such assignee will have full authority to enforce and manage this Agreement unless otherwise specified by BCD-RTMA. Contractor will not assign, transfer or subject the agreement or its rights, title or interests or obligations therein without BCD-RTMA's or its successor(s), prior written approval. Violation of the terms of this Section will constitute a breach of this Agreement and BCD-RTMA may, at its discretion, cancel this Agreement.

5.7 CONTRACT TERMINATION

Termination for Default: BCD-RTMA 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, BCD-RTMA 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 BCD-RTMA 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 BCD-RTMA. The rights and remedies of BCD-RTMA 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 BCD-RTMA 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 BCD-RTMA 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 BCD-RTMA 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 BCD-RTMA has or may acquire an interest. If within the first ninety (90) days of this Contract, BCD-RTMA terminates this Contract for the sole reason of hiring another contractor, BCD-RTMA shall reimburse Contractor Contractor's reasonable start-up costs. In such event, Contractor shall provide to BCD-RTMA a detailed accounting of such costs.

Employee of BCD-RTMA: Contractor represents and warrants that no employee or official of BCD-RTMA is or will be pecuniary interested or benefited directly or indirectly in this Contract.

Indemnity: Contractor shall protect defend, indemnify and hold BCD-RTMA, its Board, officials, employees, agents and volunteers (each an "Indemnified Party") free and harmless from and against any and all losses, liabilities, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, suits, liens, demands, obligations, proceedings or causes of action of every kind and character arising from Contractor's acts, errors, and omissions in the performance of this Agreement and/or the operation of the transit system, including, but not limited to attorneys' fees incurred by any or all of the Indemnified Parties by reason of any and all suits, actions, demands, proceedings or claims made, asserted or imposed against any and all Indemnified Parties arising out of each and every actual or alleged: accident, injury, death, loss, or damage, to any person or property, or other economic loss or claimed liability, however caused, resulting from, connected with or arising out of any act or omission of Contractor, its officers, directors, employees, agents, attorneys, assigns, contractors or subcontractors; violation of any statute, ordinance, administrative order, rule, regulation or order of any governmental body or any order or decree of any court or other tribunal applicable to Contractor in its operation of the transit system contemplated herein including, but not limited to, all state and federal environmental, motor vehicle, civil rights, Title VI, DBE, and labor laws and regulations and other laws and regulations undertaken by Contractor in this Agreement; and infringement of any patent, trademark, or intellectual property right, or violation of any state or federal patent, trademark, or intellectual property law.

Contractor will, and if so requested by an Indemnified Party shall, undertake to defend, at its sole cost and expenses, any and all suits, actions and proceedings brought against

any or all of the Indemnified Parties in connection with any of the matters identified in this section. The Indemnified Party shall give Contractor timely notice of and shall forward to it every demand, notice, summons or other process received with respect to any claim or legal proceedings within the purview hereof, but the failure of such Indemnified Party to give such notice shall not affect such right to indemnification unless such failure materially prejudices Contractor's ability to defend against such claim or proceeding. The Indemnified Parties agree to reasonably cooperate with Contractor in connection with the defense of any such claim.

5.8 INSURANCE & PERFORMANCE BOND

Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement, public liability and property damage liability insurance from a company authorized to write insurance in South Carolina and in good standing with the Insurance Commissioner protecting BCD-RTMA, its Board, officials, employees, agents and volunteers as well as Contractor and its employees. Contractor shall maintain limits of no less than:

Worker's Compensation	Statutory Amount
Comprehensive General Liability	\$5,000,000 Combined Single Limit
Umbrella Liability	\$10,000,000 Combined Single Limit

Other Insurance Provisions. Contractor's insurance policies shall contain or be endorsed to contain the following provisions:

BCD-RTMA, its Board, officials, agents, employees, volunteers are covered as insured's as respect to: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; or vehicles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protections afforded to BCD-RTMA, its Board, officials, agents, employees, and volunteers;

Contractor's insurance coverage shall be primary insurance as respect to BCD-RTMA, its Board, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by BCD-RTMA, its Board, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it;

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to BCD-RTMA, its Board, officers, officials, employees or volunteers; and Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

Worker's Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against BCD-RTMA, its Board, officers, officials, employees or volunteers for losses arising from work performed by Contractor for BCD-RTMA.

All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in

coverage or in limits except after thirty (30) days prior written notice by certified mail, and return receipt requested that has been given to BCD-RTMA.

Acceptability of Insurers: Insurance shall be placed with insurers with a Best's rating of not less than A+ or equivalent.

Verification of Coverage: Contractor shall furnish BCD-RTMA with certificates of insurance with original endorsements affecting coverage required by this Section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The policies, certificates and endorsements are to be in a form acceptable to BCD-RTMA and are to be received and approved by BCD-RTMA. Contractor shall commence no activity with regard to performance of this Agreement until the required insurance has been obtained. BCD-RTMA reserves the right to require complete, at any time, certified copies of all required insurance policies.

Subcontractors: Contractor shall require all subcontractors performing work under this Contract to carry insurance of the types and with limits of liability as required herein.

Rights Reserved: BCD-RTMA, solely at its option, may purchase any or all of the insurance coverage(s) required in these specifications directly to cover their own and Contractor's interests, in lieu of Contractor providing such coverage(s). In such cases, BCD-RTMA shall deduct applicable insurance coverage(s) and cost(s) from this Agreement.

Purchase of Insurance: If at any time during the Contract term, Contractor fails to provide proof of insurance required above, BCD-RTMA reserves the right, but not the obligation, to purchase other insurance to protect its interests at Contractor's cost.

Warranties and Guarantees: Contractor shall deliver to BCD-RTMA along with the supplies, materials, equipment, and/or services provided under this Agreement, all supplier's and manufacturer's warranties and guarantees. Contractor warrants that the supplies, materials, equipment, and/or services provided hereunder shall conform to the specifications, drawings, samples or other descriptions contained in Contractor's Proposal or furnished by Contractor; shall be performed in a workmanlike manner; shall be fit and sufficient for the purpose intended; and shall be merchantable, of good material and free from defects; shall not infringe upon any United States or foreign patent; and has complied with applicable Federal, State and local laws and regulations in providing the supplies, materials, equipment, and/or services. BCD-RTMA shall deliver to Contractor along with the supplies, materials, equipment, and/or services provided under this Agreement, all supplier's and manufacturer's warranties and guarantees.

Prohibited Uses: Unless expressly authorized in writing by BCD-RTMA, Contractor will make no use of any vehicle or other equipment, which is part of BCD-RTMA's transit system other than in connection with the services required to be performed under this Agreement.

Meetings: Upon request of BCD-RTMA, Contractor will, at its own expense, attend citizens' meetings to provide information concerning the Fixed Route System. Some meetings may be held prior to service implementation. The General Manager,

representing Contractor, will attend regular weekly meetings with designated representatives of BCD-RTMA and monthly meetings of BCD-RTMA's Board, at times and locations to be determined by BCD-RTMA.

Performance Bond: A Performance Bond will be required for the full term of this award, including renewals, if applicable.

5.9 DISPUTES

In General: Any dispute between Contractor and BCD-RTMA relating to the implementation or administration of this Contract shall be resolved in accordance with this Section.

Informal Resolution: The parties shall first attempt to resolve the dispute informally in meetings or communication between Contractor and Contracting Officer. If the dispute remains unresolved 15 days after it first arises, Contractor may request Contracting Officer to issue a recommended decision on the matter in dispute. Contracting Officer shall issue the recommended decision in writing within 30 days and provide a copy to Contractor. Review by Board: The recommended decision of Contracting Officer shall become final unless, within 15 days of receipt of such recommended decision, Contractor submits a written request for review of the decision to BCD-RTMA's Board. In connection with any such review, Contractor and Contracting Officer shall be afforded an opportunity to be heard and to offer evidence on the issues presented. BCD-RTMA's Board shall issue its decision within 90 days of its receipt of Contractor's request for review. If Contractor objects to the decision issued by BCD-RTMA's Board, Contractor may seek judicial resolution of the dispute in the Court of Common Pleas of South Carolina, Charleston County.

Contractor Responsibility: Pending final resolution of a dispute under this Section, Contractor shall proceed diligently with performance in accordance with this Contract and Contracting Officer's recommended decision.

COST DATA FORM
Page One
(Bidder to complete all blanks)

CONTRACTOR'S NAME: _____

The undersigned, having become familiar with the existing conditions and the Proposal Scope of Services hereby proposed, agrees to complete the work as described in accordance with the Request for Proposals and any Contract Documents.

Contractor warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the **Contractor**, to any officer or employee with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract.

The offer is genuine and not made in interest or on behalf of any undisclosed person, vendor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; **Contractor** has not directly induced or solicited any other **Contractor** to submit false or sham bid; **Contractor** has not solicited or sought by collusion to obtain for itself any advantage over any other **Contractor** or other **Owner**.

The words "Contractor", "Offeror", "Contractor", "Vendor", and "Contractor" may be used interchangeably throughout this solicitation, and are used in place of the person, vendor, or corporation submitting a solicitation.

Contractor has examined copies of all documents and the following addenda (if applicable)

Addendum No.	Date
_____	_____
_____	_____
_____	_____

Address: Post Office Box: _____ Zip: _____
Street: _____ Zip: _____
City: _____ State: _____
Telephone: _____ Phone: _____

***Signature** _____ **Title:** _____

Proposal will not be accepted unless signed in ink (not typed) in the appropriate space by an authorized officer or employee of the Contractor.

Printed Name: _____ **Date:** _____

COST DATA FORM
Page Two
(Bidder to complete all blanks)

Fees for work performed under this agreement shall be based on the criteria stated in the Scope of Work:

BID PRICES:

<u>Quantity</u>	<u>Description</u>	<u>Amount</u>
1	Hourly rate for Operations and Maintenance of BCD-RTMA	\$_____

Respectfully submitted this _____ day of _____ 2018.

Company Name _____

Authorized Signature _____

Name and Title (type or print) _____

FEDERAL TERMS & CONDITIONS

Section 1.01 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 1.02 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 1.03 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 1.04 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 1.06 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 1.07. Disadvantaged Business Enterprise (DBE)

1.07.1 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 is 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.

1.07.2 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.

1.07.3 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.

1.07.4 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.

1.07.5 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 1.08 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 2013Lit, 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 1.09 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 1.10 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 1.11 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 1.12 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 A-48 into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Certificate of Lobbying included in Proposal package.

Section 1.13 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 1.14 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 1.15 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 1.16 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 1.17 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 1.17 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 1.18 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 1.19 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 1.20 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 1.21 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 1.22 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 1.23 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 1.24 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 1.25 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 1.26 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.

ATTACHMENT A
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 Contractors Authorized Official

Subscribed and sworn to before me this _____ day of _____, 20__ , in the State of _____;
and the County of _____ .

Notary Public _____

My Appointment Expires _____

ATTACHMENT B
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 (Contractor/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 Contractor/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 (Contractor/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 (Contractor/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE _____

TITLE _____

COMPANY _____

DATE _____

State of _____

County of _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public _____

My Appointment Expires _____

BCDRMA FLEET LIST																				
Count	VEHICLE NUMBER	PURCHASE DATE	VEHICLE YEAR	VEHICLE MAKE	VEHICLE MODEL	DESCRIPTION	VIN	ODOMETER	SEATING	WheelChair Cap.										
1	3	4/24/2008	2008	Chev	5500	2008 Goshen Bus	1GBG5V1998F404003	296,250	32	2										
2	18	4/24/2008	2008	Chev	5500	2008 Goshen Bus	1GBG5V1908F404018	281,431	32	2										
3	23	4/24/2008	2008	Chev	5500	2008 Goshen Bus	1GBG5V1948F404023	428,914	32	2										
4	96	12/30/2009	2010	Chev	STARCRAFT	2010 Chevy Allstar	1GB9G5AG4A1104096	306,359	14	4										
5	171	10/31/2008	2008	Chev	5500	2008 GC5426 GCII Chevy C55	1GBG5V1989F400171	196,488	32	2										
6	196	10/31/2008	2008	Chev	5500	2008 GC5426 GCII Chevy C55	1GBG5V1918F417196	188,443	32	2										
7	223	6/2/2009	1996	Thomas	1405N	1996 Thomas Built Training Bus	1T75T2821T1135223	332,224	35	2										
8	295	9/30/2009	2009	Chev	5500	2009 GC5426 GCII Chevy C55	1GBG5V1999F412295	246,961	32	2										
9	329	4/24/2008	2008	Chev	5500	2008 Goshen Bus	1GBG5V1928F403923	337,867	32	2										
10	389	12/30/2009	2010	Chev	STARCRAFT	2010 Chevy Allstar	1GB9G5AG8A1104389	300,803	14	4										
11	402	9/30/2009	2009	Chev	5500	2009 GC5426 GCII Chevy C55	1GBG5V1969F412402	381,759	32	2										
12	420	12/30/2009	2010	Chev	STARCRAFT	2010 Chevy Allstar	1GB9G5AG4A1103420	298,356	14	4										
13	461	12/30/2009	2010	Chev	STARCRAFT	2010 Chevy Allstar	1GB9G5AG7A1103461	285,491	14	4										
14	477	12/30/2009	2010	Chev	STARCRAFT	2010 Chevy Allstar	1GB9G5AG0A1103477	316,975	14	4										
15	534	2/13/2004	1995	Ford	F-150	1995 FORD F150 PICKUP	1FTEF15N4SNA76390	245,268	3	0										
16	541	12/30/2009	2010	Chev	STARCRAFT	2010 Chevy Allstar	1GB9G5AGXA1104541	324,304	14	4										
17	700	12/30/2009	2010	Chev	STARCRAFT	2010 Chevy Allstar	1GB9G5AG4A1104700	254,215	14	4										
18	736	12/30/2009	2010	Chev	STARCRAFT	2010 Chevy Allstar	1GB9G5AG3A1104736	290,962	14	4										
19	918	10/31/2008	2008	Chev	5500	2008 GC5426 GCII Chevy C55	1GBG5V1988F416918	289,176	32	2										
20	990	10/2/2009	2005	Chev	K3500	2005 Chevy C3500 Service Truck	1GBJK33245F926990	273,069	5	0										
21	1337	9/25/2013	2013	Ford	E-450	2013 Elkhart Coach ECE4	1FDDE4FS5DDB16137	210,551	18	4										
22	1363	9/25/2013	2013	Ford	E-450	2013 Elkhart Coach ECE4	1FDDE4FS3DDB27363	169,501	18	4										
23	1379	9/25/2013	2013	Ford	E-450	2013 Elkhart Coach ECE4	1FDDE4FS0DDB30379	207,728	18	4										
24	1544	7/29/2015	2016	Elkhart Coach	ECE-4	2016 ELKHART COACH ECE-4	1FDDE4FS2GDC07144	186,525	18	4										
25	1545	7/29/2015	2016	Elkhart Coach	ECE-4	2016 ELKHART COACH ECE-4	1FDDE4FS4GDC07145	183,748	18	4										
26	1546	7/29/2015	2016	Elkhart Coach	ECE-4	2016 ELKHART COACH ECE-4	1FDDE4FS6GDC07146	140,270	18	4										
27	1547	7/29/2015	2016	Elkhart Coach	ECE-4	2016 ELKHART COACH ECE-4	1FDDE4FS8GDC07147	87,360	18	4										
28	1549	7/29/2015	2016	Elkhart Coach	ECE-4	2016 ELKHART COACH ECE-4	1FDDE4FS1GDC07149	146,255	18	4										
29	1550	7/29/2015	2016	Elkhart Coach	ECE-4	2016 ELKHART COACH ECE-4	1FDDE4FS8GDC07150	121,344	18	4										
30	1551	7/29/2015	2016	Elkhart Coach	ECE-4	2016 ELKHART COACH ECE-4	1FDDE4FSXGDC07151	137,347	18	4										
31	1612	12/29/2016	2017	Ford	ESCAPE	2017 Ford Escape	1FMCU0GD0HUC10012	34,543	5	0										
32	1614	4/26/2016	2006	Chev	TRAILBLAZER	2006 CHEVY TRAILBLAZER	1GNCT13M162314214	88,952	5	0										
33	1625	12/6/2016	2006	Chev	IMPALA	2007 Chevy Impala	2G1WB55K579400625	73632	5	0										
34	1641	4/26/2016	1999	Chev	BLAZER	1999 CHEVY CT1051	1GNCT18W2XK138941	83404	4	0										
35	1659	12/29/2016	2017	Ford	ESCAPE	2017 Ford Escape	1FMCU0GD5HUC24259	5856	5	0										
36	1669	12/6/2016	2007	Chev	IMPALA	2006 Chevy Impala	2G1WB58K169310169	108077	5	0										
37	1678	4/26/2016	1999	Jeep	CHEROKEE	1999 JEEP CHEROKEE	1J4FT67S9XL580878	70591	4	0										
38	1745	10/17/2017	2017	Ford	E450SD	2017 Ford E450SD	1FDDE4FS6HDC58745	9785	14	2										
39	1746	10/20/2017	2017	Ford	E450SD	2017 Ford E450SD	1FDDE4FS8HDC58746	9808	14	2										
40	1749	10/20/2017	2017	Ford	E450SD	2017 Ford E450SD	1FDDE4FS3HDC58749	1857	14	2										
41	1759	10/17/2017	2017	Ford	E450SD	2017 Ford E450SD	1FDDE4FSXHDC58859	5273	14	2										
42	1761	10/17/2017	2017	Ford	E450SD	2017 Ford E450SD	1FDDE4FS8HDC58861	1406	14	2										
43	1766	10/20/2017	2017	Ford	E450SD	2017 Ford E450SD	1FDDE4FS3HDC58766	9448	14	2										
44	1767	10/17/2017	2017	Ford	E450SD	2017 Ford E450SD	1FDDE4FS9HDC58867	7996	14	2										
45	1768	10/17/2017	2017	Ford	E450SD	2017 Ford E450SD	1FDDE4FH0HDC58868	2458	14	2										
46	1770	10/17/2017	2017	Ford	E450SD	2017 Ford E450SD	1FDDE4FS9HDC58870	8861	14	2										
47	1775	10/17/2017	2017	Ford	E450SD	2017 Ford E450SD	1FDDE4FS4HDC58775	8117	14	2										
48	1778	10/20/2017	2017	Ford	E450SD	2017 Ford E450SD	1FDDE4FSXHDC58778	8962	14	2										