

Berkeley Charleston Dorchester Council of Governments
Transit Planning Consultant
March 25, 2022

I. OVERVIEW

The Berkeley-Charleston-Dorchester Council of Governments (BCDCOG) serves the local governments of the tri-county region to assist in the development of local and regional plans, as well as provide planning and technical support to improve the quality of life in the region. The Berkeley-Charleston-Dorchester Council of Governments (BCDCOG) is an association of local governments and one of South Carolina's 10 Regional Planning Councils that assists in planning for the common needs of its three counties and 27 municipalities. BCDCOG is the designated Metropolitan Planning Organization (MPO) responsible for carrying out the urban transportation planning process for the Charleston Area Transportation Study (CHATS). Additionally, BCDCOG provides oversight of the public transit programs in the region, CARTA and TriCounty Link.

The Charleston Area Regional Transportation Authority (CARTA) provides public transportation services to the urbanized area of Charleston County and transports two million passengers annually on 18 fixed routes, four express routes, three Downtown Area Shuttles (DASH), and one limited stop park and ride route (HOP). Each of these service types utilizes a different fleet of vehicles. As part of CARTA's Fleet Modernization Project, the agency is in the process of replacing its fixed route diesel bus fleet with battery-electric vehicles. CARTA is funded in part by the Federal Transit Administration (FTA) and South Carolina Department of Transportation (SCDOT). CARTA also receives local funding from farebox revenue and from the Charleston County Half-Cent Sales Tax Referendum. CARTA contracts its operations with a private provider, and BCDCOG provides administrative and planning functions. For more information visit the website at www.ridecarta.com.

TriCounty Link (TCL) is comprised of eleven fixed routes and five commuter routes that provide service to rural residents of Berkeley, Charleston, and Dorchester counties. While the fixed routes follow a published schedule, the system uses flag stops and routes deviate for ADA trips. TCL connects to CARTA at park and ride lots and transfer points at the ends of the service area. TCL is directly operated and managed by BCDCOG. For more information visit www.ridetricountylink.com.

BCDCOG is the Sponsor and Program Manager for the Lowcountry Rapid Transit Project (LCRT), a proposed 21.5-mile Bus Rapid Transit (BRT) line, the first for the region and State. The LCRT project is anticipated to enter the engineering phase of the FTA's Capital Investment Grant Program as a New Starts Project in 2022. For more information visit www.lowcountryrapidtransit.com

BCDCOG completed a Regional Transit Framework Plan in 2018 that identifies five additional BRT corridors and two express bus corridors, in addition to a Regional Park & Ride Study that identifies future Park and Rides for transit, vanpool and carpool. BCDCOG manages the vanpool program, LowcountryGo, and supports planning for multimodal transportation in the region.

BCDCOG seeks to solicit proposals to provide Transit Planning Assistance on an as-needed basis for multi-disciplinary fixed route and demand response service planning to include Transit Planning Studies; Operational Analysis and Scheduling Services; Transit Technology Implementation Support; Data Collection and Analysis, and Transit Policy and Program Development as defined in the Scope of Services.

II. SCOPE OF SERVICES

The transit planning consultant shall perform a range of transit planning studies, conceptual design, and relevant tasks over the term of this contract to support transit planning and project development for CARTA, TCL, and the Regional Transit Framework Plan. Tasks may include any or all of the following:

- 1) **Transit Planning Studies:** Consultant would provide transit planning services associated with the implementation of the Regional Transit Framework Plan (RTFP), Long Range Transportation Plan (LRTP), and other transit initiatives which could include:
 - a. Charleston Peninsula Transit Study to evaluate Downtown Area Shuttle/CARTA fixed route services in the Charleston Peninsula and Medical District;
 - b. Summerville Transit Study to evaluate transit needs and service models for Town of Summerville to include microtransit solutions;
 - c. TriCounty Link OnDemand Service Analysis to evaluate conversion of deviated fixed route flag/stop system to on demand service;
 - d. BRT Corridor Feasibility Studies to include US Hwy. 52, Dorchester Road, US Hwy. 17 (West Ashley & Mount Pleasant), Folly Road, and I-26/I-526 (Bus on Shoulder);
 - e. Planning Studies to support LRTP, comprehensive operations analysis, network redesigns, and transit development plans;
 - f. Mount Pleasant Transit Study implementation support in the development of microtransit zones and CARTA/TCL route consolidation;
 - g. Express Bus Routing Analysis to review service area coverage, existing performance, opportunities for expansion, and/or improved efficiencies;
 - h. Paratransit service evaluation and delivery models; and
 - i. Transit Facilities Planning activities to include feasibility studies, site selection alternatives analysis, and programming for Park & Rides, Transit Centers, Busways, etc.

- 2) **Transit Operational Analysis and Scheduling Services:** Consultant would support BCDCOG transit planning staff with routing and scheduling tasks for CARTA, TCL, and LCRT. Potential tasks would include:
 - a. Develop transit schedules and run-cutting to support service changes. CARTA schedule adjustments typically occur 4 times per year in conjunction with the contract operator's driver run picks. TCL schedule adjustments are completed as needed.
 - b. Develop transit schedules and blocking for CARTA's Electric Bus Fleet with depot charging and future on-route fast charging. This includes scheduling for the deployment of the current fleet with depot charging, as well as adjustments as additional vehicles or charging infrastructure comes online.
 - c. Support planning tasks for reroutes and schedule adjustments as new facilities come on line including transit centers, park & rides, and BRT facilities; and

- d. Support service planning for LCRT project by refining BRT service plans and operating cost estimates in accordance with FTA CIG program requirements.
- 3) **Transit Technology Implementation Support:** Technology planning, design, and development tasks may include but are not limited to Transit Signal Priority (TSP), fare collection, fare media, CAD/AVL systems, real-time customer information (bus arrival, detours, vehicle occupancy, etc.), vehicle technologies, vehicle propulsion systems, Automated Passenger Counters, and GTFS.
- 4) **Data Collection and Analysis:** Consultant may support data collection and analyses which may include, but not be limited to
 - a. Implementation of on-board surveys, origin-destination analysis, customer satisfaction surveys, Title VI survey, and ridership data as needed;
 - b. Development of transit ridership forecasts using proven methods and tools including Simplified Trips-on-Project Software (STOPS); and
 - c. GIS mapping and spatial analysis.
- 5) **Transit Policy and Program Development:** Consultant may support planning tasks associated with the development of transit policy and/or programming of transit projects such as:
 - a. Policy and guideline development assistance for transit specific policies. Examples of potential policy topics including, but are not limited to fare collection/enforcement, service standards, Title VI, safety and security, operator training, transit priority, travel demand management (TDM), flexible transit, transit network companies (TNCs), updates to Transit Design Guidelines, etc.
 - b. Project Financing and Program Funding to develop service cost and financial models to support financial projections, research, and identification of potential funding sources, and/or fare studies, and
 - c. Grant Application Development to support the development of discretionary grant opportunities.

III. REQUEST FOR PROPOSALS

The BCDCOG is hereby issuing this Request for Proposals (RFQ) to firms that have the capability and interest in undertaking and performing the scope of work described herein. Each firm is officially a Consultant. Each Consultant must submit a package containing one (1) digital, (1) original and three (3) hard copies of its proposal to BCDCOG no later than **April 15, 2022 by 3:00 P.M.** to:

BCD Council of Governments
Attn: Jason McGarry, Procurement/Contracts Administrator
5790 Casper Padgett Way
North Charleston, SC 29406

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

Proposals must not be more than the equivalent of 30 single-sided 8 ½ by 11-inch pages in length (not

counting the front and back covers of the proposal, cover letter of interest, section dividers that contain no information or SF 330 forms). The font size should be no smaller than 12 pt. Proposals shall include the following information:

1. List of the key personnel who will participate in performing the scope of work. A resume for each listed team member, including sub- Consultant key personnel who will be completing a portion of the scope of work must also be provided.
2. An organizational chart depicting relationships between the team members and agencies and responsibilities of each.
3. List of three (3) relevant projects performed within the past 5 years indicative of past performances and abilities of the proposed team, including a key client contact person for each project with current daytime phone number.
4. Standard Federal Form 330 for the prime CONSULTANT and all sub-CONSULTANTS.
5. Signature of an authorized officer of the prime CONSULTANT firm.
6. Proposed schedule of fees.

IV. Requested Proposal Format

Each proposal should contain the following elements:

1. Letter of interest, including name of organization, and project contact information.
2. Current resume of qualifications
3. Direct response to each of the selection criteria defined above
4. Any other pertinent information that will assist the BCDCOG in its decision.

At a minimum, the response should include the following information:

1. The understanding of and approach to the project
2. Qualifications of the consultant and experience in this type of work including a list of at least three (3) different projects completed by the consultant involving transit planning with the names and phone numbers of contact persons for those projects.
3. The key staff persons who will be assigned to this project together with their experience and qualifications
4. SF 330 forms
5. Separate sealed envelope containing consultant rates

V. Selection Process

The procurement will be evaluated in accordance with BCDCOG and other applicable federal, state and local laws, regulations and procedures.

Following evaluation of the proposals, the Selection Committee may sub-select finalist who may be invited to participate in an interview, if necessary.

The following are the criteria and weight of consideration in evaluating the proposals:

1. Experience, qualifications, and technical competence in the types of work required (35%)
2. Past performance on projects of a comparable nature (20%)
3. Relevant experience and qualifications of personnel to be assigned to the project (20%)
4. Demonstration of consultant’s approach to performing the work, including an indication of the degree of availability the consultant anticipates in scheduling staff to meet project needs (20%)
5. Familiarity with Berkeley Charleston Dorchester region (5%)

V. Question and Clarifications

Consultants may ask questions to clarify the contents of this RFP and expectations of the BCDCOG related to this project. All questions or request for clarifications shall be submitted by email no later than April 6, 2022. All questions submitted and their corresponding answers will be promptly placed on the BCDCOG website at www.bcdcog.com after the deadline for questions. No telephone inquiries shall be accepted.

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

PROPOSED TIMEFRAME FOR SELECTION PROCESS

The target timeframe for this selection process is as follows:

Request for Proposal Due:	April 15, 2022
Interviews:	TBD
Award of Contract:	April 2022
Contract Term:	1 year with 4 annual renewal options

Attachment A – Federal Required Clauses for Third-Party Contractors and Sub-Agreements

NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

BCDCOG and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to GLPTC, 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 FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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 FHWA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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 FHWA under the authority of 49 U.S.C. § 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 FHWA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO THIRD PARTY CONTRACT RECORDS

The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records. b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto. Access to Records. The Contractor agrees to provide sufficient access to FHWA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. d. Access to the Sites of Performance. The Contractor agrees to

permit FHWA and its contractors' access to the sites of performance under this contract as reasonably may be required.

CHANGES TO FEDERAL REQUIREMENTS

Contractor shall at all times comply with all applicable FHWA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreements between BCDCOG and FHWA, 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.

TERMINATION

Termination for Default

BCDCOG may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to perform the service within the time and manner specified herein or any extension thereof or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms; and in either of these two circumstances does not cause such failure to be corrected with a period of five (5) days (or such longer period as the Executive Director may authorize in writing) after receipt of notice from the Executive Director specifying such failure.

If the Contract is terminated in whole or in part for default, BCDCOG may provide, upon such terms and in such manner as the Executive Director deems appropriate, services similar to those so terminated. The Contractor shall be liable to BCDCOG for any excess costs for such similar services, and shall continue the performance of the contract to the extent not terminated under the provisions of this clause.

If after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of BCDCOG.

The rights and remedies of BCDCOG provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Termination for Convenience or Suspension for Convenience

BCDCOG may, for its convenience, suspend or terminate the work in whole or in part at any time by written notice to Contractor stating the extent and effective date of such suspension or termination, whereupon Contractor shall suspend or terminate the work to the extent specified.

If this Agreement is suspended, Contractor may be issued a change order to reflect any schedule adjustment, and all reasonable and demonstrable costs incurred by Contractor due to any such suspension. BCDCOG shall pay all outstanding balances scheduled for payment for charges incurred prior to the effective date of suspension.

If this Agreement is terminated by BCDCOG for convenience, BCDCOG shall be responsible for all eligible costs, expenses, and profit incurred by Contractor in connection with the Project prior to the effective date of termination.

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.

Disadvantaged Business Enterprise (DBE)

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

The Contractor shall maintain compliance with “DBE Approval Certification” throughout the period of Contract performance.

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

Incorporation of FHWA 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 FHWA Circular 4220.1F, dated March 2013Lit, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FHWA 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 BCDCOG requests which would cause BCDCOG to be in violation of the FHWA terms and conditions.

Debarment and Suspension

If this Contract is in excess of \$100,000 the terms of the Department of Transportation regulations, A 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, ADebarment and Suspension@, 31 U.S.C. sect 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.

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 FHWA funded projects are produced in the United States, unless a waiver has been granted by FHWA 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.

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

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

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.

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 BCDCOG

and understands and agrees that BCDCOG will, in turn, report each violation as required to assure notification to FHWA 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 FHWA.

CLEAN WATER

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 BCDCOG and understands and agrees that BCDCOG will, in turn, report each violation as required to assure notification to FHWA 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 FHWA.

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 FHWA; 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).

ENERGY CONSERVATION

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

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FHWA Notice, “FHWA National ITS Architecture Policy” 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FHWA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

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 B 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.

NOTIFICATION OF LEGAL MATTERS AFFECTING THE FEDERAL GOVERNMENT

The contractor is required to promptly notify the BCDCOG of any current or prospective legal matters that may affect the BCDCOG and/or the Federal government. The FHWA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award The

types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming of the Federal government as a party to litigation or a legal disagreement in any forum for any reason. This notification requirement shall flow down to subcontracts and/or sub-agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

Appendix C – Representations & Certifications

CERTIFICATE REGARDING LOBBYING

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

(a) 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 Certifications and Assurances Fiscal Year 2021 8 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.

(b) 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.

(c) 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.

Date: _____

Company Name: _____

Printed Name: _____

Title: _____

Signature: _____

CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Company Name: _____

1. By signing and submitting this bid, the prospective lower tier participant is providing the signed certification set out below.
2. The certification referred to in this paragraph is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Council may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the Council if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered participant,” “persons,” “lower tier covered transaction,” “principal,” “bid,” and “voluntarily excluded,” as used in this paragraph, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 49 CFR part 29. You may contact the Council for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the Council.
6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this paragraph. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. Except for transactions authorized under subparagraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is [Project Name] [Contract Number] Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion [Project Number] 00457-2 suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition

to all remedies available to the Federal Government, the Council may pursue available remedies including suspension and/or debarment.

CERTIFICATION

1. The prospective lower tier participant certifies, by submission of this bid, that neither it nor its “principals” (as defined at 49 CFR section 29.105(p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this certification.

Date: _____

Company Name: _____

Printed Name: _____

Title: _____

Signature: _____