



BERKELEY-CHARLESTON-DORCHESTER
COUNCIL OF GOVERNMENTS

PLANNING, PARTNERSHIP & PROSPERITY

REQUEST FOR PROPOSAL

Demand Response
Software & Support

Issued: March 27, 2023
Responses Due: April 25, 2023

CONTACT:

Jason McGarry
Procurement/Contracts Administrator
jasonm@bcdcog.com

The Berkeley-Charleston Dorchester Council of Governments (BCDCOG) is seeking the supply of software, hardware, and related services necessary to facilitate paratransit-friendly, demand-response transit service delivery for the TriCounty Link (TCL) transit system.

The requirements for submitting a proposal are stated with the following Request for Proposal (RFP). This RFP has been developed in accordance with the procurement guidelines of the Federal Transit Administration (FTA), and those related to State and Local Government. Details are described herein, and should be followed accordingly.

All proposals are due to **Berkeley Charleston Dorchester Council of Governments (BCDCOG) 5790 Casper Padgett Way, North Charleston, SC 29406**, no later than **April 25, 2023 at 3:00 p.m. EST**. One (1) signed original, one (1) digital and three (3) printed copies of Proposal responses should be submitted in a sealed box marked with the following information:

Demand-Response Software & Support
Attn: Jason McGarry, Procurement/Contracts Administrator
(Name of Company Submitting Proposal)

Any revisions to this RFP will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the RFP will be posted on the BCDCOG website www.bcdcog.com. All Providers should consult this website for updates before submitting proposals.

Any offer submitted as a result of this solicitation shall be valid for ninety (90) calendar days following the submittal date. This solicitation does not commit BCDCOG to award a contract, to pay any cost incurred in the preparation of proposals, or contract for the services. BCDCOG may award to more than one Proposer whose proposal is in compliance with all State and Federal regulations.

Proposals resulting from this solicitation are subject to the South Carolina Freedom of Information Act (FOIA). All information that is to be treated as confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12-point type, in the upper right-hand corner of the page.

Sincerely,



Procurement/Contracts Administrator

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SECTION 1 – INTRODUCTION AND GENERAL INFORMATION

1.0 Introduction

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, Charleston Area Regional Transportation Authority (CARTA) and TriCounty Link (TCL). CARTA provides public transportation services to the urbanized area of Charleston County and transports two (2) million passengers per year on 18 fixed routes, four (4) express routes, three (3) Downtown Area Shuttles (DASH), and one (1) limited stop park and ride route (HOP). BCDCOG is funded in part by FTA and SCDOT. BCDCOG also receives local funding from farebox revenue, local partners, and a Charleston County 1/2 cent transportation sales tax. BCDCOG 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 nine (9) fixed routes and eight (8) 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 BCDCOG 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.ridetrickountylink.com.

BCDCOG is the Sponsor and Program Manager for the Lowcountry Rapid Transit Project (LCRT), a proposed 21.3-mile Bus Rapid Transit (BRT) line, the first for the region and state. The LCRT project is in the engineering phase of the FTA's Capital Investment Grant Program as a New Starts Project. For more information visit www.lowcountryrapidtransit.com.

BCDCOG completed a Regional Transit Framework Plan in 2018 that identifies a 20-year vision that includes five (5) additional BRT corridors, two express bus corridors, fixed route service enhancements, and new on-demand transit zones.

1.1 General Information

The Berkeley-Charleston Dorchester Council of Governments (BCDCOG) is seeking the supply of software, hardware, and related services necessary to facilitate paratransit-friendly, demand-response transit service delivery for the TriCounty Link (TCL) transit system. TCL provides transit service to rural portions of Berkeley, Charleston, and Dorchester counties in South Carolina. The system is composed of eleven local, fixed-schedule routes and five, limited-stop, commuter routes. TCL also provides demand-response service by deviating up to ¼ of a mile off of any of the system's fixed routes.

The proposed system should facilitate service delivery by means of three primary software components:

- An account based, customer-facing mobile device application and internet browser interface designed for trip planning, trip reservations, and system information
- An operator-facing mobile device application for vehicle operators to receive communications, real-time trip details, and route navigation
- An online administrative suite that enables TCL staff to control all aspects of service delivery, including but not limited to, monitoring system activity, manually scheduling or modifying trips, modifying service times and geographic coverage, managing customer accounts, and obtaining and analyzing trip activity data

Additionally, the proposed system should be readily scalable for future integration with the Charleston Area Regional Transportation Authority (CARTA) transit system. BCDCOG provides administrative services to both transit agencies serving the region. CARTA is the region’s urban public transportation provider that offers direct connections to TCL routes. Working together, CARTA and TCL ensure accessible and affordable transportation access throughout the rural and metropolitan areas of the Berkeley-Charleston-Dorchester region. The proposed system will first be deployed to operate the TCL system. There is potential for a wider application and future integration with the CARTA system.

The system features detailed in this Scope of Work are considered minimum requirements. As such, proposal packages are expected to address *all* of the required features described herein.

1.2 Service Area

The proposed system will serve selected zones, to be defined at a later time, within the overall TCL service area. The TCL service area covers approximately 619 square miles in primarily rural portions of Berkeley, Charleston, and Dorchester counties. A map of the current TCL service area is included herein.

I. Definitions

The following definitions apply to terms used within this RFP:

Demand-Response Transit Service: A form of public transportation where passenger trips are generated by calls or requests from passengers to the transit operator, who then dispatches a vehicle to pick the passengers up and transport them to their destinations. The operation is characterized by the following:

- The vehicles do not operate over a fixed route or on a fixed schedule except, perhaps, on a temporary basis to satisfy a special need.
- The vehicles may be dispatched to pick up several passengers at different pick-up points before taking them to their respective destinations and may even be interrupted enroute to these destinations to pick up other passengers.

Paratransit: A complementary transportation service for individuals with disabilities who are unable to use fixed route transportation systems. Paratransit service is required by the Department of Transportation (DOT) Americans with Disabilities Act (ADA) regulations at 49 C.F.R. Section 37.131(b), and must meet certain minimum service characteristics in order to be considered equivalent to the fixed-route service it is intended to complement.

Commingling: The process of administering an ADA-compliant, paratransit service in conjunction with a non-ADA, demand-response transit service.

1.3 Definitions

The following definitions apply to terms used within this RFP:

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Commingling: The process of administering an ADA-compliant, paratransit service in conjunction with a non-ADA, demand-response transit service.

SECTION 2 – SOFTWARE SPECIFICATIONS

1. Customer-facing Mobile Device Application and Web Browser Interface

Customers will have the option to utilize demand-response transit services by using either a mobile device application that is compatible with tablets and smartphones (iOS and Android OS) or an online interface that can be accessed by a web browser. Both tools should contain identical functionalities. These functionalities must include:

- Ability to create a user account that is required to utilize the system
- Ability for users to search for, book, and track rides in real-time
- Ability for paratransit approved passengers to obtain a distinct type of account that enables them to denote information about special needs such as personal care attendants, service animals, and wheelchair accessibility
- Ability to establish different fares depending upon type of user account (e.g., paratransit user account versus standard user account)
- Integrated cashless payment system option that enables customers to pay for trips in real-time
- Ability to store credit or debit card information and accept promotional discount codes
- Ability to enter place names (i.e., library, Wal-Mart) as well as addresses. Places and addresses will have auto-complete capability
- Ability to notify user of invalid rider request (e.g., out of service area or service hours)
- Ability for customers to opt-in to receiving trip update via SMS or email messages
- Ability to track estimated wait time, vehicle estimated time of arrival, and real-time vehicle location

- Possess a map that includes real-time vehicle locator, demand-response service zones, fixed-route options and real-time traffic information
- Ability to view trip history and details
- Ability to send customer Push Notifications
- Ability for user to contact customer service and/or dispatch
- Account recovery tool for resetting customer account username and/or password
- Ability to be used in multiple different languages
- Ability to effectively interface with Braille technology
- Ability to increase font size
- Interactive Voice Response (IVR) integration that enables users to receive audible, automated instructions and information when scheduling trips or reviewing trip details (e.g., checking the status of a pick-up time)
 - IVR tool should also contain speech recognition capability that enables passengers to speak naturally to the automated system in order to schedule trips and obtain information

2. Operator-facing Mobile Device Application

The operator-facing mobile device application will be installed on transit vehicles and hardware will serve as the primary tool for enabling drivers to deliver demand-response transit service. The operator-facing application should include the following functionalities:

- Driver Itineraries - driver name, start time of itinerary, timestamp of each pick-up/drop-off, location of each pick-up/drop-off
- Driver Shift Actions - driver name, shift start time, shift end time, timestamp of an offline action, timestamp of an online action, timestamp of accepting/rejecting a trip request
- Ability for driver sign-on to account
- Ability to note fare has been paid on the application
- Ability for driver to enable/disable vehicle to accept ride requests
- Ability to receive Dispatcher communications (e.g., information from dispatchers on specific trips/customers)
- Ability for driver to log delays and occurrences with ease (e.g., railroad delays, vehicle at capacity, traffic accidents)
- Turn by turn audio and visual (on-screen) directions
- Ability to log pick-ups and drop-offs
- Ability to manually count passengers
- Ability to see and log fares by type and to select fare paid by multiple options (i.e., cash, transfer, credit card, visual validation)
- Ability to see disabilities indicated by rider (in their account) so they can provide appropriate level of service
- Ability to log no-shows
- Ability to add trip comments
- Ability to waive fare with multiple choice reasons
- For ride requests with a pick-up or drop-off at a transit connection stop, the system automatically aligns pick-up or drop-off times to match a transit schedule of arriving or departing connections at transit connection stop
- On-Board Emergency notification function

3. Staff and Dispatcher-facing Online Administrative Suite

As described in the *Overview* section, the Online Administrative Suite should enable TCL staff and dispatchers to control all aspects of service delivery. The Online Administrative Suite should include the following functionalities:

- Ability to create individual or shared user accounts
- Account recovery tool for resetting customer account username and/or password
- Ability to manually schedule trips for customers without internet access
- Ability to view in-progress rides
- Ability to manage subscription trips
- Ability to add, edit or cancel rides in the system
- Ability to log drivers in/out of the system
- Ability to waive rider fare
- Add or remove roads/stops that are not able to be traveled due to accidents, flooding, train delays, etc.
- Real-time analytics for alerting dispatchers of demand surges and long wait times
- Ability to set a maximum number of trips to provide and/or a method to deny trips when demand outnumbers available resources
- Ability to assign vehicles to scheduled runs considering mobility needs of customers assigned to the run, thereby ensuring sufficient wheelchair capacity at all times
- Configurable real-time dispatcher display screen
- A trip data reporting suite that can be viewed on internet browser but also provides exportable reports in .XLSX or .CSV file formats (required reporting fields are detailed in the *Reporting* section)
- Ability to view ride history by type
- Ability to track rider no-shows and cancellations
- Ability to approve or deny ride requests that require approval based on predetermined parameters such as, but not limited to, group size, location, number of passenger no-shows
- Ability to instantly modify geographically boundaries of overall service area as well as approved origin and destination locations by importing spatially-referenced data files created by TCL staff
- Ability to change the fare amount based on what rider group the customer belongs to
- Ability to modify hours of operation for services
- Customer account database should automatically update as accounts are created or disabled
- Customer account database should be available to view on the online interface but also exportable as a .XLSX or .CSV file
- Ability to suspend and permanently remove customer accounts

SECTION 3 – HARDWARE FEATURES

TCL's fleet of vehicles currently has internet enabled hardware installed. It is preferable for the proposed system to be installed on TCL's existing hardware components; however, TCL is open to obtaining new hardware if it is necessary for utilizing the most desired proposal package. Hardware and on-vehicle technology components currently installed on TCL vehicles include:

- Non-Registering fareboxes
- MDT OpenMDT Touch Screen

- GPS-based automated vehicle location technology
- AngelTrax Security Cameras
- GTFS
- GTFS-RT
- Verizon Jetpack MiFi (partial fleet)

SECTION 4 – PARATRANSIT CAPABILITIES

The proposed system must have the ability to blend demand-response services for ADA and non-ADA passengers. Therefore, the routing algorithms used in the proposed software suite should be capable of accommodating pre-booked paratransit trips while also accepting demand-response trip requests as they come in—a process commonly referred to as commingling. Respondents should provide detailed information regarding their proposed system’s ability to implement a commingled style of demand-response transit service.

SECTION 5 – REPORTING

The Staff and Dispatcher-facing Online Administrative Suite should contain an in-depth ridership and performance data reporting suite that meets the National Transit Database (NTD) reporting requirements. Specifically, the data collection, computations, and reporting must comply with the most recent version of the Federal Transit Administration’s (FTA) NTD Policy Manual guidance on Service Data (S-10) for demand-response transit service, including, but not limited to, NTD Software Upgrades and Technical Support. The data should be available to view on the online interface as well as be exportable in .XLSX or .CSV file formats. Data should be able to be viewed or exported for any given custom time range. The reporting system should ensure data security and privacy. All data collected for this service shall be the property of TCL. It may not be shared, reproduced, or sold. The required data reporting fields include:

- Vehicle Miles Traveled (VMT) in total, by vehicle, by route, etc.
- Revenue Vehicle Miles (RVM)
- Revenue Vehicle Hours (RVH)
- Total Vehicle Hours (TVH)
- Unlinked Passenger Trips (UPT) or boarding and alighting statistics
- Vehicles Operated in Maximum Service (VOMS)
- Price paid for each trip
- Origin and destination information specified to 5-digit latitude and longitude for each trip
- Reporting on Driver metrics (drive-time, idle-time, miles, breaks, number of passengers/no shows, etc.)
- Metrics showing Business Intelligence-style data with information on number of vehicles out vs. number of riders, efficiency data, etc.

SECTION 6 – TRAINING

The proposer shall provide a comprehensive training program that prepares staff for operation, administration, elementary troubleshooting, maintenance, and system administration of the components provided by the proposer. The training program shall be led by knowledgeable staff and include formal and informal instruction, models, manuals, diagrams, and component manuals and catalogs as required. Where practical and useful, training should be hands-on and should use actual system software and screens on a workstation and actual equipment on the fleets.

BCDCOG will make available classroom facilities or meeting space for all trainings. Electronic copies of all materials shall be provided. One physical set of training materials and manuals will be provided.

SECTION 7 – DOCUMENTATION AND INSTALLATION

In addition to training manuals, system architecture, and design documentation must be provided. Prior to installation, the contractor shall submit “typical” installation drawings or shop drawings detailing the design that shall be used for any necessary on-board and fixed-end equipment installation work. Separate shop drawings shall be provided for each vehicle type / model, and for the fixed-end site work as applicable. If measurements differ from vehicle to vehicle (or from site to site), these variations shall be noted.

Updated System stack or network diagrams, to reflect changes to include any selected optional technologies or other changes since the proposal shall be provided. All documents should have updated and visible version and revision numbers. The contractor shall submit a complete Equipment List, Bill of Materials and As-built documents at the completion of installation. The Bill of Materials must also be contained and included as part of the proposal. The As-Built Documents shall include: (1) an inventory of all components supplied including supplier, model number, serial number and installation location; (2) an inventory of all spare parts supplied including supplier, model number, serial number and storage location; (3) all reference and user manuals for system components supplied by third parties; (4) all warranties documentation; (5) a diagram indicating all interconnections between components; (6) the version number of all software; and (7) software installation media if solution is not centralized. The As-built documents must be approved before BCDCOG will grant final system acceptance.

The contractor shall provide project management and oversight of all installation work performed. The Contractor shall install the equipment to the highest standards, using experienced and knowledgeable personnel. All installation work shall be scheduled so as not to disrupt or delay current TCL operations. The contractor shall make every effort to schedule the work around operating hours or peak times. If extensive installation and testing work will be required, some work may have to be accomplished during evening hours.

All System equipment installations shall be performed to an approved set of plans, which has previously been submitted and approved by BCDCOG or their representative. All installations shall be performed in accordance to all Federal, State and Local laws and regulations. The contractor shall adhere to all applicable installation standards, laws, ordinances, and codes as required by the latest editions of the NEC, IEEE, OSHA, or other governing sources.

SECTION 8 – TESTING

All materials furnished and all work performed under the contract shall be inspected and tested. Should any inspections or tests indicate that specific hardware, software, or documentation does not meet the requirements; the appropriate items shall be replaced, upgraded, or added by the contractor at no cost to TCL and as necessary to correct the noted deficiencies. After correction of a deficiency, all necessary retests shall be performed to verify the effectiveness of the corrective action.

SECTION 9 – WARRANTY AND MAINTENANCE

The proposer agrees that the system and all related installation work shall be subject to warranties. The warranties shall commence upon system acceptance and end after the end-date of the Agreement, unless extended for a longer period. Fixed pricing is requested for warranty period(s). Contractor must provide upgrades and new features to software it generally makes available to its licensees at no additional charge.

SECTION 10 – PROPOSAL CONTENT AND OUTLINE

3.1 Proposal Submission Requirements

All information shall be provided according to the following instructions in order to be considered a responsive Proposal.

- One fully executed, original Technical Proposal and Price Proposal;
- Three (3) copies of the Technical Proposal;
- One (1) USB with electronic copies of the Technical Proposal and Price Proposal.

Each Proposal shall be typed and should be concise but comprehensive and not include any unnecessary elaborate or promotional materials. The Proposal is limited to 25 - 8 ½ X 11 sheets using font size 12 points. Required certifications are not considered part of the page limit.

Proposers shall provide a proposal which includes the required elements, both in content and sequence as set forth in this section. Proposal Forms must be completed and signed. All required certifications, and/or addendums must be completed, signed, and submitted with each Proposal.

3.2 Proposal Content

Proposers are required to submit the following information. Failure to respond to each item may render the Proposal non-responsive, causing it to be rejected. Contents of Proposals shall be as follows:

- **Cover Letter:** The cover letter shall state the Proposer's name and summarize the main qualifications of the firm.
- **Signed and completed Price Proposal Form**

- **Business Organization & History** – State the full name and address of your organization, years in business, and a brief history of your business, such as number of employees and aspirations for the future of your company.
 - **Professional Personnel** – Identify key personnel who will be assigned to service this contract.
 - **Prior Experience** – 3 - 5 references of similar contracts that you or your company has performed in the past 5 years.
 - **Schedule** – Indicate the time frame in which you would be prepared to begin this proposed service if your company is awarded this contract.
 - **Proposal** – State in precise terms the services you propose to provide. Please include a description of the key attributes or features of the service. Provide the following information that is pertinent to your firm’s ability to perform this contract.

- **Please answer the following technical questions:**
 - Can files be imported or exported within your solution?
 - How are your solutions updates performed? If there is a change in our browser or files- (Upgrade to our system), will the change affect the performance or compatibility of your solution?
 - Is the solution supported 24/7?
 - What, if any IT requirements are needed for your solution?

- **Any additional information to showcase your product.**

SECTION 11 – PROPOSAL EVALUATION

BCDCOG will evaluate proposals based upon the following:

- The technical qualifications, representing seventy percent (70%) of the total score; and
- The price proposal, representing thirty percent (30%) of the total score.

BCDCOG reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any individual or qualified firm, to modify or cancel in part or in its entirety the RFP, to request revised Proposals, to request further information, or to request Best and Final Offers if it is in the best interest of BCDCOG to do so. However, BCDCOG may select a Proposal or Proposals for award without any discussions or negotiations or request for any BAFOs. Proposers are hereby notified that the selected firms are expressly prohibited from offering any rebates, parts credits and any other price discounts following contract award. Thus, the initial proposal should represent the “best offer.”

This RFP does not commit BCDCOG to award a contract. BCDCOG reserves the right to waive informalities and irregularities in the Proposals received, or to reject all proposals submitted.

TECHNICAL EVALUATION CRITERIA: Proposals will be evaluated using the following principal selection criteria:

- **Proposed Solution and Functionality - 50 points**

Evaluation of the proposed solution specifically highlighting the specifications, functionality, and compatibility in regards to the overall need.

- **Previous Experience & Customer Support/Success - 20 points**
Capability and experience of the Proposer.

COST PROPOSAL EVALUATION: As described below, the proposed cost will be assigned a maximum of 30 points.

- **Cost Proposal Criteria 30 points:**
The cost will be evaluated in the following manner: The lowest Cost Proposal will receive 30 points. All other proposals will receive between 1 to less than 30 points based on the numerical relation of their cost to the amount asserted in the Proposal having the lowest cost amount. This point total will be calculated by dividing the lowest price by the total price of the Proposal being evaluated and the result multiplied by the maximum weight for price (30 points) to arrive at a Cost Proposal score.

SECTION 12 – GENERAL CONDITIONS

Preparation of Proposals: All costs associated with the preparation and delivery of a Proposal are the sole responsibility of the applicable Proposer. Proposers shall not include any such expenses as part of the price proposed in response to the RFP.

Proposal Inquiries: Communication by any Proposer with any agent or employee of BCDCOG or about this RFP, or the pending process may result in the Proposer being deemed ineligible with regard to this RFP. All questions and requests for clarification regarding this RFP or this process must be submitted in writing to Jason McGarry, Procurement/Contracts Administrator at jasonm@bcdcog.com. Any correction or changes to this RFP will be made by written addendum only and will be distributed to all known recipients of the RFP document.

Subcontracting: If subcontractors are necessary to complete any functions of this requirement, the Proposer must list their names and business locations of any proposed subcontractors, with their submitted Proposal Form. BCDCOG reserves the right to review and approve any subcontractors proposed by the Respondent.

Exceptions to RFP: All exceptions taken by Proposer must be specific. Proposer must clearly indicate what alternative is being offered to allow BCDCOG a meaningful opportunity to evaluate the Proposal. Submitting an alternative proposal does not relieve the Proposer from submitting the Minimum Requirements as stated in the RFP. BCDCOG is under no obligation to accept any proposed exceptions or alternatives.

Single Proposal Response: If only one Proposal is received in response to this RFP and it is found by BCDCOG to be acceptable, a detailed price/cost proposal may be requested of the single Proposer. A price or cost analysis, or both, possibly including an audit, may be performed by or for BCDCOG of the detailed price/cost proposal in order to determine if the price is fair and reasonable.

Opening of Proposal: Proposals will not be publicly opened. All Proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation, and selection process. Only the members of the Evaluation and Selection Committee and other BCDCOG officials, employees and agents having a legitimate interest will be provided access to the Proposals and evaluation.

Confidentiality: Upon receipt at BCDCOG, your Proposal is considered a public record except for material, which qualifies as “trade secret” information under SC FOIA. To properly designate material as Confidential/Trade Secrets.

Reservation of Rights to Change Schedule: BCDCOG shall ultimately determine the timing and sequence of events resulting from this RFP. BCDCOG reserves the right to delay the closing date and time for any phase if BCDCOG staff believe that an extension will be in the best interest of

Reservation of Rights to Amend RFP: BCDCOG reserves the right to amend or cancel this RFP at any time during the process if it believes that doing so is in the best interests of BCDCOG. Any addenda will be posted on the BCDCOG website and is the responsibility of the Proposer to include any addenda with their proposal.

Additional Evidence of Ability: A Proposer shall be prepared to present additional evidence of its experience, qualifications, ability, products, service facilities, and financial standing if requested by BCDCOG.

No Collusion or Conflict of Interest: By responding to this RFP, the Proposer shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Proposer submitting a separate response to this RFP and is in all respects fair and without collusion or fraud.

Withdrawal for Modification of Proposals: Proposers may change or withdraw their Proposals at any time prior to Proposal opening; however, no oral modifications will be permitted. Any proposal or modification received at the office designated in the solicitation after the exact time specified for receipt will not be considered and will be returned to the proposer unopened. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal, which is addressed in the same manner as the Proposal and received by BCDCOG prior to the scheduled closing time for receipt of Proposals, will be accepted.

Compliance with Laws: In submitting a Proposal, each Proposer agrees to make itself aware of, and comply with, all local, state, and federal ordinances, statutes, laws, rules, and regulations applicable to the Services covered by this RFP. Each Proposer further agrees that it will at all times during the term of the Contract comply with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but not limited to, Workers Compensation, the Fair Labor Standards Act (FLSA), Department of Labor and associated Section 5333b, the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work covered by this RFP.

Protest Procedures: All protests must be submitted to BCDCOG in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence, and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and

information of the Protestor, be signed by the Protestor, and be notarized. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by BCDCOG.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to:

Berkeley Charleston Dorchester Council of Governments (BCDCOG)
5790 Casper Padgett Way
North Charleston, SC 29406
ronm@bcdcog.com

Review of Protests by FTA: All protests involving contracts financed with federal assistance shall be disclosed to the FTA in accordance with FTA Circular 4220.1F. Protesters shall exhaust all administrative remedies with BCDCOG prior to pursuing protests with FTA. FTA limits its reviews of protests to: a grantee's failure to have or follow its protest procedures; a grantee's failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation.

Conflicts of Interest: No employee, officer or agent of BCDCOG shall participate in the selection or in the award of the Contract if a conflict of interest, real or apparent, would be involved.

Gratuities: BCDCOG'S officers, employees, and agents cannot solicit nor accept gratuities, favors, or anything of monetary value from Proposers or other parties with an interest in the selection of the award of the Contract.

Lobbying: During the period beginning with the advertisement and distribution of the RFP and ending with contract execution, no Prospective Proposer is allowed to communicate with any BCDCOG staff, employees, consultants, or agents regarding this RFP, excluding:

Communications with the Procurement/Contracts Administrator.
Communications that are in response to inquiries initiated by BCDCOG

The Prospective Proposer shall not, in any discussion with a BCDCOG employee, address any substantive or procedural matter relating to this RFP, the evaluation or selection process hereunder, or Contract award.

Clarification of Ambiguities: Any Proposer believing that there is any ambiguity, inconsistency or error in this RFP shall promptly notify BCDCOG in writing of such apparent discrepancy. Failure to notify BCDCOG will constitute a waiver of claim of ambiguity, inconsistency, or error.

Proposer's Obligation to Fully Inform Themselves: Proposers or their authorized representatives are expected to fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting Proposals. Failure to do so will be at the Proposers own risk.

Disclaimer: Each Proposer must perform its own evaluation and due diligence verification of all information and data provided

APPENDIX A – REQUIRED FEDERAL CLAUSES

BCDCOG, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders/proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

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

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies 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

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS AND REPORTS

(1.) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 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.

(2.) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the 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. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

(3.) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(4.) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

(6.) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Contractor agrees to maintain same until the Purchaser, 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).

(7.) FTA does not require the inclusion of these requirements in subcontracts.

4. CHANGES TO FEDERAL REQUIREMENTS

Federal Changes - 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 Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. TERMINATION

(a.) Termination for Convenience (General Provision) BCDCOG may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to BCDCOG, the Contractor will account for the same, and dispose of it in the manner the BCDCOG directs.

(b.) Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, BCDCOG may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(c.) Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, BCDCOG may terminate this contract for default. BCDCOG shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the BCDCOG, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and BCDCOG shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of BCDCOG.

(d.) Opportunity to Cure (General Provision) BCDCOG in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to BCDCOG's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days]

after receipt by Contractor of written notice from BCDCOG setting forth the nature of said breach or default, BCDCOG shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude PART from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(e.) Termination for Convenience (Professional or Transit Service Contracts) BCDCOG, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6. CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with

disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

Disadvantaged Business Enterprises

(a.) 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 national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 5 %.

(b.) 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 PART deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c.) The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(d.) (The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from BCDCOG. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

(e.) The contractor must promptly notify BCDCOG, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work.

8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, 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. The Contractor shall not perform any act, fail to perform any act, or refuse to comply

with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

9. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BREACHES AND DISPUTE RESOLUTION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of BCDCOG. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. 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 [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between BCDCOG and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which BCDCOG is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the BCDCOG or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11. LOBBYING

Mandatory Clause/Language

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal

contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

12. CLEAN AIR

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

13. CLEAN WATER

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

14. PROMPT PAYMENT

The Contractor agrees to pay subcontractors within ten (10) calendar days of the Contractors receipt of payment from BCDCOG for undisputed services provided by the subcontractor. The Contractor agrees to pay subcontractors all undisputed retainage payments within ten (10) calendar days of completion of the work, regardless of whether the Contractor has received any retainage payment from BCDCOG.

The Contractor shall not postpone or delay any undisputed payments owed subcontractors without good cause and without prior written consent of BCDCOG. The Contractor agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes. The Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that subcontractors are promptly paid for work, they have performed.

15. ENERGY CONSERVATION

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.

16. ADA ACCESS

The contractor agrees to comply with all the provisions of Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, and USDOT/FTA implementing regulations. Contractor will not discrimination and ensure equal opportunity and access for persons with disabilities.

17. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

18. NOTIFICATION OF LEGAL MATTERS AFFECTING THE FEDERAL GOVERNMENT

The contractor is required to promptly notify BCDCOG of any current or prospective legal matters that may affect the BCDCOG and/or the Federal government. The FTA 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 A – REQUIRED CERTIFICATIONS

Debarment and Suspension Certification

Choose one alternative:

- The Proposer, _____ certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
 4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

- The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

Name:

Authorized signature

Date

Lobbying Certificate

The Proposer certifies, to the best its 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 a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. 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 thereof.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose 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 a prerequisite for making or entering into this transaction imposed by 31, USC § 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.

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the bidder or Proposer's authorized official:

Title: _____

Signature

Date

APPENDIX B – COST PROPOSAL

Please provide a cost proposal for the services as defined in the Scope of Services. BCDCOG is requesting an all-inclusive annual fee for the services. The annual fee is as follows:

Year One All-inclusive Fee: \$: _____

Year Two All-inclusive Fee: \$: _____

Year Three All-inclusive Fee: \$: _____ (Option Year)

Year Four All-inclusive Fee: \$: _____ (Option Year)

Year Five All-inclusive Fee: \$: _____ (Option Year)

Additional Options/Features, list Specific Item

Price

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Name of Proposer: _____ Date: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

APPENDIX C – SERVICE AREA MAP

