



BERKELEY-CHARLESTON-DORCHESTER  
COUNCIL OF GOVERNMENTS

PLANNING, PARTNERSHIP & PROSPERITY

# REQUEST FOR QUALIFICATIONS

Design and Engineering Services:  
Lowcountry Rapid Transit (LCRT)  
Operations & Maintenance Facility (OMF)

Issued: December 17, 2024

Due: January 28, 2025

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## 1. Introduction to Agency/Project Objective

The Berkeley Charleston Dorchester Council of Governments (BCDCOG) is seeking responses from qualified firms for multi-disciplinary architectural and engineering (A&E) services to assist with developing a new operations and maintenance facility (OMF) for the planned Lowcountry Rapid Transit (LCRT) Bus Rapid Transit (BRT) system. Services may include development and preparation of civil site plans, building designs, plans and specifications, preparation of bid documents, assistance in the bid process, and construction support services.

## 2. Project Overview

**Project Sponsor:** BCDCOG is an association of local governments that assists in planning for common needs of the three counties and municipalities therein for sound regional development. BCDCOG, in partnership with SCDOT, CARTA, and Charleston County, is developing the Lowcountry Rapid Transit (LCRT) Project, a 21.3-mile bus rapid transit project connecting the Cities of Charleston and North Charleston in Charleston County.

**Lowcountry Rapid Transit:** LCRT is a planned 21.3-mile modern BRT system that will operate mostly in dedicated lanes, from Ladson, serving North Charleston along Rivers Avenue and connecting to the Medical District and WestEdge development in Downtown Charleston (Figure 1). The service will operate 21 hours of weekday service with 10-minute peak and mid-day service frequencies, with 20 modern stations, an end of the line Park & Ride in Ladson and dedicated 60-foot articulated battery electric and diesel buses. The project includes advanced technology to make the system more reliable and comfortable, including: stoplight signal priority and synchronization; Wi-Fi equipped stations; digital station displays with real-time information and maps; updated wayfinding and corridor lighting; off-board fare payment; and sidewalk and shared-use path connectivity from CSU to downtown and 34 new signalized pedestrian crosswalks to support safe bicycle and pedestrian mobility. The project also includes a dedicated operations and maintenance facility (OMF) with bus storage yard in Ladson.

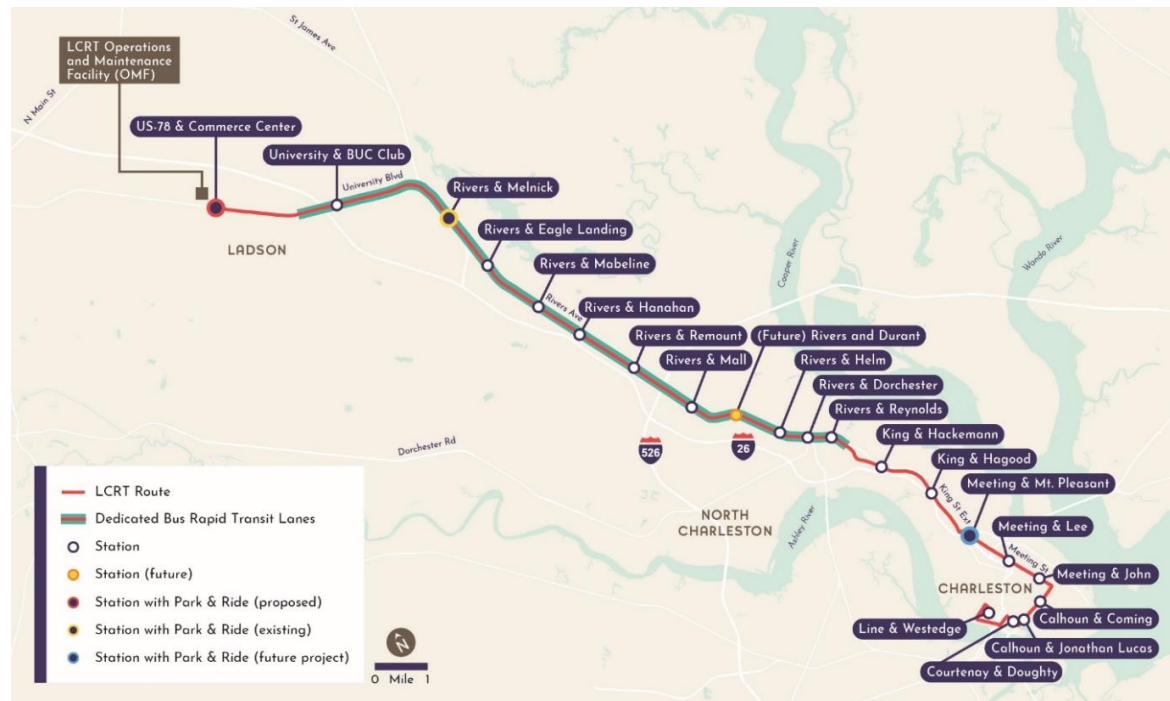


Figure 1: LCRT Corridor Map

**Operations and Maintenance Facility (OMF) Programming:** The LCRT OMF will include administrative and maintenance functions for LCRT's mixed fleet of twenty-four (24) 60' battery electric buses (BEBs) and diesel buses. The programming includes spaces for administrative offices, bus wash service lanes and fueling, driver lockers/lounge, driver training, and bus maintenance repairs bays and parts as identified in the 30% Design documents. (**Attachment 1**).

**Project Location:** The project is located on a 5.12-acre site at 175 Acres Drive in Berkeley County as shown in Figure 2. The property is zoned heavy industrial.



Figure 2: LCRT OMF Site

**Funding:** Funding for the project is included in BCDCOG's Lowcountry Rapid Transit Project, which is currently in the Engineering Phase of the FTA's Capital Investment Grants (CIG) program as a New Starts project. The selected consultant will be required to comply with the FTA and CIG grant requirements, project controls, quality management and project management plans.

**National Environmental Protection Act (NEPA):** The project is federally funded through the Federal Transit Administration (FTA) Capital Investment Grant (CIG) Program. NEPA documentation is complete, and the OMF is included in the approved LCRT Documented Categorical Exclusion.

Timeline: 30% design is complete. BCDCOG held a Value Engineering (VE) Workshop in November 2024 for the OMF (**Attachment 2**); however, VE recommendations are not in the current 30% design. BCDCOG intends to award a contract in March 2025. The current milestone schedule is as follows:

- 60% Design: September 2025
- 90% Design: March 2026
- 100%/IFB: June 2026
- Bid Documents: July 2026
- Advertise for bid: September 2026
- Construction Star: February 2027
- Construction Substantial Complete: May 2028

Technical Disciplines: The technical disciplines identified for this scope of work include: Project Management; Architectural Design; Structural Engineering Design; Civil Engineering; Mechanical Engineering (HVAC Design); Plumbing Design; Fire Protection/Life Safety Design; Industrial Equipment Design; Cost Estimating; Electrical Engineering Design; Security Analysis; Geotechnical Investigations; Survey; Landscape Design; Battery-Electric Bus (BEB) Charging Infrastructure Design, Construction Related Services, and other disciplines as required to complete the scope of work.

### **3. Scope of Services**

The purpose of this RFQ is to secure the Consultant services necessary to design the LCRT Operations and Maintenance Facility (OMF). Consultant shall propose a work plan that addresses the keys tasks identified in this scope of work needed to successfully bid and construct the project. Consultant may propose alternative tasks or methods not identified in this RFQ as needed to complete scope of work; however, those tasks should be noted as such. Design disciplines under this scope of services include architectural and interior design, site, civil and utility design; landscape design; geotechnical design; structural engineering; electrical engineering; HVAC and energy conservation systems; design specifications; cost estimation; construction related services; and other services as needed to complete this scope of work.

Key Tasks under this scope of work include:

1. Project Management
2. Civil Design
3. Architecture and Interior Design
4. Bidding Phase Support
5. Construction Phase Support

#### ***TASK 1: Project Management***

The Consultant shall be responsible for overall project management and coordination needed for the successful completion of the project. Consultant shall be responsible for Quality Assurance and Quality Control (QA/QC), design procedures and criteria, document controls, project schedules, submittal reviews, and progress meetings in accordance with the LCRT Project Management Plans. Key tasks and deliverables for project management include:

- 1.1 Project Schedule: The Consultant shall be responsible for developing, maintaining, and updating a schedule for design development and construction. Consultant will coordinate with LCRT Project Team to incorporate OMF schedule into overall master project schedule.

- 1.2 **Project Controls:** The Consultant shall be responsible for developing Quality Assurance and Quality Control (QA/QC), design procedures and criteria, document controls, design deliverables, and submittal reviews in accordance with the LCRT Project Management Plan and Sub Plans including the Quality Management Plan. This project will use LCRT's project controls software, Trimble Unity Construct (formerly E-Builder) for deliverables and document control. The OMF design team will be subject to quality audits at key milestones by the BCDCOG's Quality Assurance Manager.
- 1.3 **Project Meetings:** The Consultant shall participate in standing bi-monthly LCRT project coordination meetings. Meetings may be in person, virtual, or hybrid.
- 1.4 **Stakeholder Coordination:** Consultant shall be responsible for conducting stakeholder meetings as needed for the project. The primary stakeholders for this project are BCDCOG (project sponsor) and CARTA (owner/operator).
- 1.5 **Public Engagement:** The BCDCOG communications team is managing public engagement for this project. Consultant should be able to provide renderings and other content as needed for outreach activities.

***TASK 2: Civil Site Design***

Consultant shall prepare the Civil Site Plans for permitting and construction. Consultant shall utilize previously prepared topographic and tree surveys where available. Additional surveys may be required.

- 2.1 **30% Design Update:** This task will include updates to the 30% design to incorporate recommendations from the Value Engineering (VE) study selected for implementation in November 2024. This includes the addition of diesel fleet infrastructure not currently in the 30% design.
- 2.2 **Civil Plans & Details:** Consultant shall prepare the Civil Plans for permitting, to include Final Construction Plans, Stormwater Pollution Prevention, Dimensional Control, Site Grading, Stormwater Management provisions, Utility (Water, Sanitary, Sewer), Site Lighting, all associated note and details, and any other plans required to prepare the plans for Construction & Bid Package.
- 2.3 **Landscape Architecture:** Consultant shall advance the landscape architecture design package to construction documents which may include Tree Mitigation Plan, Landscape Site Plan, Landscape Planting Plan, Landscape Site Details, Landscape Planting Details, Landscape Irrigation Plan, and Technical Specifications.
- 2.4 **Design Calculations:** Consultant shall prepare the necessary design calculations for permitting, including stormwater calculations to obtain MS4/NPDES permit as applicable and wastewater calculations to obtain sanitary sewer permits.
- 2.5 **Permitting Services:** Consultant shall coordinate the necessary permitting for the project with respective agencies, to include Berkeley County, Engineering/MS4 Stormwater, Tree Removal; Water/Sewer Availability and Connections; SDHEC - Coastal Zone Certification, National Pollution Discharge Elimination System (NPDES); and any others as required.
- 2.6 **Survey:** Consultant to provide additional surveys as needed for design and permitting including but not limited to Topographic, Geotechnical, and Subsurface Utility Engineering (SUE).

***TASK 3: Architecture and Interior Design***

Consultants will advance the architecture and interior design of the administrative areas of the building, maintenance bays, storage yard bus canopy, bus wash facilities, diesel fueling. This task includes development and design for the battery electric bus charging and diesel fueling infrastructure at the depot. This task will incorporate any changes identified in the Value Engineering recommendations completed in November 2024.

3.1 30% VE Update, 60% & 90% Design Submissions: Consultant will update the 30% design plans based on November 2024 VE recommendations and provide deliverable reviews at 60% and 90% milestones.

3.2 Update Cost Estimates: Consultant shall develop updated cost estimates based at 60% and 90% Design Milestones.

3.3 100% Plans, Specifications, Bid Book: Consultant will prepare and finalize drawing, specifications, design narratives and code analysis as required to complete 100% design/construction bid documents.

3.4 Final Permitting: Consultant will finalize building permit applications and issue them to the appropriate agency and utility authorities with jurisdiction.

***TASK 4: Bidding Phase Services:***

Consultant shall support the bidding and construction procurement. Consultant shall attend pre-bid conference, respond to RFIs, review and support of the preparation of addendums, provision of updated drawings and specifications, and review and analysis of the bids.

***TASK 5: Construction Support Services***

Consultant shall support construction by reviewing submittals for compliance with contract documents, respond to RFIs, attend construction coordination meetings, conduct field visits, review shop drawings and construction submittals from Contractor, provide general design assistance during construction, and assist with project commissioning and turnover to owner.

**4. PROPOSAL FORMAT**

Each qualifications proposal should contain the following elements:

1. Letter of interest, including name of organization, and project contact information.
2. Current SF330 resume of qualifications
3. Direct response to each of the evaluation criteria
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 relevant projects completed by the consultant 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 for primes and subs.

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:

**5. EVALUATION CRITERIA**

The following criteria will be weighed in evaluating the qualifications for each consultant:

- Experience, qualifications, and technical competence in the types of work required (30%)
- Past performance on projects of a comparable nature (20%)
- Relevant experience and qualifications of personnel to be assigned to the project (20%)
- 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%)
- Familiarity with Berkeley Charleston Dorchester region (5%)
- SCDOT Disadvantaged Business Enterprise designation (5%)

**6. PROPOSAL SUBMISSION**

All proposals shall be submitted in a sealed envelope. The outside of the package shall be marked “Request for Qualifications - LCRT OMF Facility” **The consultant must mail one (1) original, one (1) digital and three (3) hard copies of the final submittal to:**

Jason McGarry  
Procurement/Contracts Administrator  
Berkeley-Charleston-Dorchester Council of Governments  
5790 Casper Padgett Way  
North Charleston, SC 29406

**All submittals must be received no later than 3:00 PM on January 28, 2025.** Any qualifications proposals received after the date and time specified will be rejected, considered non-responsive, and will not be opened.

All questions and requests for clarification must be submitted in writing no later than 3:00 PM on January 14, 2025, to [jasonm@bcdcog.com](mailto:jasonm@bcdcog.com). Addenda to this RFQ, including responses to questions and any modifications will be posted on the BCDCOG website at [www.bcdcog.com](http://www.bcdcog.com).

**7. ADDITIONAL INFORMATION**

**a. Funding and Requirements**

Funding for this project will be provided through Federal funding sources. Costs incurred prior to notice-to-proceed will be the responsibility of the Consultant and will not be reimbursed. All travel expenses prior to notice to proceed shall be at the Consultants expense. The selected consultant is responsible for adherence to all applicable federal grant requirements.

**b. Disadvantaged Business Enterprise**

It is the policy of the BCDCOG to ensure nondiscrimination in the award and administration of federally assisted contracts and to use Disadvantaged Business Enterprises (DBEs) in all types of contracting and



procurement activities according to State and Federal laws. To that end, the BCDCOG has established a DBE program in accordance with regulations found in 49 CFR Part 26. Each Consultant is encouraged to use certified DBEs to meet the tasks and milestones of this request. A list of certified DBEs can be found at: [Disadvantaged Business Enterprise \(DBE\) Certification \(scdot.org\)](http://scdot.org)

**c. Proprietary/Confidential Information**

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

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

### Attachment 1

#### Documents

1. [20240904 LCRT OMF Basis of Estimate 30%.pdf](#)
2. [20240904 LCRT OMF Specification Letter.pdf](#)
3. [20240923 LCRT OMF 30% FINAL SET.pdf](#)

[Download All 3 Documents](#)

### Attachment 2

1. [20241216 LCRT OMF Draft VE Report.pdf](#)

## Appendix A – Required Federal Terms and Conditions

### **No Federal Government Obligation to Third Parties**

The BCDCOG and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of this 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 BCDCOG, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the Contract.

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

### **Program Fraud and False or Fraudulent Statements and Related Acts.**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above 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

### **Access to Third Party Contract Records**

The following access to records requirements apply to this Contract:

Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee 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, 5339, or 5311.

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.

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)

### **Changes to Federal Requirements**

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

### **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 for the work it has completed consistent with its contract requirements. No contract close-out costs, and lost profits shall be paid to the Contractor. Termination will be effected by written notice at least ten (10) days prior to termination date. 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 BCDCOG directs.
- b. Termination for Default (Breach or Cause)
  - 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 BCDCOG 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, BCDCOG, 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. Opportunity to Cure
  - BCDCOG in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 business days 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 thirty (30) 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 BCDCOG from also pursuing all available remedies against Contractor and its sureties for said breach or default
- d. Waiver of Remedies for any Breach
  - In the event that BCDCOG elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by BCDCOG shall not limit BCDCOG's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

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## **Equal Employment Opportunity**

The following requirements apply to the underlying contract:

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.

## **Disadvantaged Business Enterprise (DBE) Participation**

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%. A separate contract goal for DBE participation has not been established for this procurement.

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

- The contractor must promptly notify BCDCOG, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of BCDCOG.

### **Incorporation of 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 2 CFR 200 and 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.

### **Debarment and Suspension**

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

The certification in this clause is a material representation of fact relied upon by BCDCOG. If it is later determined that the bidder or offeror knowingly rendered an erroneous certification, in addition to remedies available to BCDCOG, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment, and will be grounds for BCDCOG to terminate the agreement. The bidder or offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Resolution of Disputes, Breaches, or Other Litigation**

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's Executive Director. This decision shall be final and conclusive unless within five (5) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director. 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.

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 or 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 Charleston County of the State of South Carolina.

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 BCDCOG or the 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.

**Disclosure of Lobbying Activities**

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

**Clean Air**

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.

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.

**Clean Water**

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.

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

**Fly America**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**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 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

### **Prompt Payment**

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. The contractor must promptly notify BCDCOG whenever a DBE subcontractor performing work-related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of BCDCOG.

### **Seismic Safety Requirements**

The Contractor agrees that any new building or addition to an existing building will be designed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

### **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.

### **Safe Operation of Motor Vehicles Requirement**

*Seat Belt Use:* The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

*Distracted Driving:* The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately owned vehicle when on official business in connection with the work performed under this agreement.

### **ADA Access**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

### **Prohibition on Certain Telecommunication Equipment and Video Surveillance Services or Equipment**

Consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), CONTRACTOR must not:

- (a) provide "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as part of its performance under this Contract, if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system; or
- (b) use such covered telecommunication equipment or services as a substantial or essential component of any system or as critical technology as part of any system, regardless of whether that use is in connection with



performance of work under this Contract, subject only to the exception that covered telecommunications equipment or services may be provided or used if the equipment or services cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

**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 EPA 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 B – Required Certifications

**CERTIFICATION AND RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify (Name and title of official)

On behalf of \_\_\_\_\_ that: (Name of Bidder/Company Name)

- 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 any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned 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 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name \_\_\_\_\_

Type or print name \_\_\_\_\_

Signature of Authorized representative \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of notary and SEAL \_\_\_\_\_

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**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**


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**Instructions for Certification:** By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    1. Debarred
    2. Suspended
    3. Proposed for debarment
    4. Declared ineligible
    5. Voluntarily excluded
    6. Disqualified
  - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    1. 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,
    2. Violation of any Federal or State antitrust statute, or
    3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
  - c. It is 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 listed in the preceding subsection 2.b of this Certification,
  - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
  - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
  - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
    1. Equals or exceeds \$25,000,
    2. Is for audit services, or
    3. Requires the consent of a Federal official, and
  - g. It will require that each covered lower tier contractor and subcontractor:
    1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
    2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      - a. Debarred from participation in its federally funded Project,
      - b. Suspended from participation in its federally funded Project,
      - c. Proposed for debarment from participation in its federally funded Project,
      - d. Declared ineligible to participate in its federally funded Project,
      - e. Voluntarily excluded from participation in its federally funded Project, or
      - f. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

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**Certification**

Contractor \_\_\_\_\_  
 Signature of Authorized Official \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_\_  
 Name and Title of Contractor's Authorized Official \_\_\_\_\_

**Disadvantaged Business Enterprise (DBE) Certification**

Has your firm been certified by the state of South Carolina as a Disadvantaged Business Enterprise?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If no, has your firm been certified by any other US State, Territory or Protectorate as a Disadvantaged Business Enterprise?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, attach copy of current certification letter.

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge

Firm/Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_