

**Berkeley Charleston Dorchester Council of Governments (BCDCOG)  
Charleston Area Transportation Study (CHATS) Metropolitan Planning  
Organization**

**Request for Qualifications  
US 17A Corridor and Congestion Management Plan  
Along US Route 17 Alternate (US-17Alt) from US78/E 5<sup>th</sup> North Street, Summerville to Cypress  
Gardens Road**

**May 19, 2025**

**I. INTRODUCTION TO AGENCY/PROJECT OBJECTIVE**

The Berkeley Charleston Dorchester Council of Governments (BCDCOG) is an association of local governments that assists in planning for common needs of the three counties and municipalities therein for sound regional development. BCDCOG, in conjunction with the Charleston Area Transportation Study Metropolitan Planning Organization (CHATS MPO), is soliciting qualifications from a multidisciplinary team of Consultants, hereafter referred to as "Consultant", to assist with the preparation of a corridor study along a portion of US Route 17 Alternate (US-17A).

The purpose of the US-17A Corridor and Congestion Management Plan is to assess existing and future conditions along the corridor, evaluate safety, alternative routes, congestion management, and access throughout the corridor. The study should propose both short- and long-term multi-modal mobility, accessibility and safety solutions for current and anticipated travel demand in the corridor, along with alternative scenarios for future connectivity and congestion relief.

All required federal and state guidelines applicable to this effort will be followed. Federal legislative guidance for these documents is included in, but not limited to, 23 U.S.C. Part 450 and 49 U.S.C. Chapter 53, as amended by the Bipartisan Infrastructure Law (BIL). BIL, as enacted in the Infrastructure Investment and Jobs Act, is a funding and authorization bill to govern United States federal surface transportation spending. It was signed into law on November 5, 2021, and serves as the current transportation authorization bill. Additional federal guidance specific to the preparation of a CMP is provided in two Federal Highway Administration (FHWA) publications; the Congestion Management Process: A Guidebook (Report No. FHWA-HEP-11-011) and the Showcasing Visualization Tools in Congestion Management (Report No. FHWA-HEP-11-015).

**II. PROJECT BACKGROUND AND LOCATION**

The BCD region (Appendix A: Study Area Map) is experiencing significant growth with new industry and residents relocating to the area daily. With a population of roughly 850,000, based on US Census 2023 American Community Survey 5-year estimates, the tri-county region has seen an approximate 40 new residents move to the area each day<sup>1</sup>. According to U.S. Census data, for the period 2019-2023, the Charleston MSA population was growing at approximately 6-times the national average with much of this growth occurring in the peripheral suburban areas of the

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<sup>1</sup> Charleston Regional Data Center ( <https://charlestonregionaldata.com/>)

region, especially in Dorchester and Berkeley counties<sup>2</sup>. While all three counties in the region have seen steady growth, the higher population growth in Berkeley and Dorchester counties is attributed to greater access to land for development, cheaper land costs and over all affordability in comparison to Charleston County<sup>3</sup>. This growth, however, has come with challenges as road capacities reach their limits and growing congestion negatively impacts the movement of people and goods in the region. Growing congestion, if not effectively addressed, can contribute to quality-of-life issues which may result in the loss of existing and potential residents or businesses, thus hurting the economic health of the area.

The US-17A corridor is a major arterial highway that connects many Berkeley County communities, such as the Town of Summerville, the City of Goose Creek and the Town of Moncks Corner. The approximate 7-mile corridor between US-78 in the Town of Summerville and Cypress Gardens Road in unincorporated Berkeley County, is primarily a four-lane roadway that carries as many as 59,200<sup>4</sup> cars a day along with freight movement to shopping, jobs and housing centers located along the corridor and throughout the region. The corridor is interspersed with a mix of uses, including residential, commercial uses and undeveloped lands. As growth occurs along the corridor, it is important to identify necessary measures to provide a reliable, safe, transportation network far into the future.

### III. PROJECT DESCRIPTION

The selected Consultant will be tasked with developing the **US-17A Corridor Study and Congestion Management Plan** which will seek to proactively address the existing and future transportation demands of the corridor to optimize its operation, meet its current and future multi-modal mobility needs; including freight and transit uses, as well as bicycle and pedestrian connectivity; and further provide three conceptual designs for alternative connections. The study should establish an overall vision for mobility, accessibility and safety along the US-17A corridor, develop both short- and long-term multi-modal solutions for current and anticipated travel demand along the corridor, and include implementation strategies and performance criteria that support the vision.

### IV. REQUEST FOR QUALIFICATIONS

BCDCOG, in coordination and cooperation with the counties and local municipalities, is hereby issuing this Request for Qualifications (RFQ) to firms that have the capability and interest in undertaking and performing the **US-17A Corridor and Congestion Management Plan**. Each firm is officially a Consultant. Each Consultant must submit a package containing an original, one digital, and four (4) copies of its proposal to BCDCOG no later than 3:00 p.m. on June 10, 2025 to:

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

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<sup>2</sup> ACS 5-Year Estimates

<sup>3</sup> The BCD Region Comprehensive Economic Development Strategy (2018-2023), 2018

<sup>4</sup> 2023 SCDOT ADT Traffic Counts

Any proposal package that is received after the date and time specified will be logged in and date and time stamped as "late" and returned unopened to the Consultant.

Proposals must not be more than the equivalent of 25 single-sided 8 ½ by 11-inch pages in length (not counting the front and back covers of the proposal, cover letter of interest, section dividers that contain no information or SF 330 forms). The font size should be no smaller than 12 pt. Proposals shall include the following information:

1. A work plan describing the Consultant's proposed approach and methodology to the project.
2. A suggested project schedule that includes tasks, milestones, technical memorandums, and final deliverables, to indicate how the Consultant proposes to meet the targeted timeline for this project.
3. Name(s) of the prime and sub-Consultants that will comprise the team, identifying the Executive Officer of each company. Consortia, joint ventures or team proposals, although encouraged, must acknowledge that contractual responsibility will rest solely with one Contractor or legal entity which shall not be a subsidiary or affiliate with limited resources.
4. Identity of the proposed Project Manager for the team who will be the sole point of contact to BCDCOG for day-to-day operations.
5. List of the key personnel who will participate in performing the scope of work. Provide a resume for each listed team member, including sub-Consultant key personnel who will be completing a portion of the scope of work.
6. An organizational chart depicting the relationships between the team members and agencies and responsibilities of each.
7. List of four (4) relevant projects performed within the past 5 years indicative of past performances and abilities of the proposed team, including a key client contact person for each project with current daytime phone number.
8. Standard Federal Form 330 for the prime Consultant and all sub-Consultants.
9. Signature of an authorized officer of the prime Consultant firm.

#### **V. KEY PROJECT ELEMENTS or STUDY DETAILS**

The Consultant shall prepare a **US-17A Corridor and Congestion Management Plan** for the BCDCOG. Work to be performed by the Consultant on the Study consists of the furnishing of all labor, equipment, materials, expertise, tools, supplies, bonds, insurance, licenses and permits, and performing all tasks necessary to accomplish work items concerning the design and development of the US-17A Corridor and Congestion Management Plan unless specifically excluded as agreed upon by contract.

The proposal should address how the Consultant will develop a plan that includes, but is not limited to, the following core areas. This is not meant as a comprehensive list, but provided to give

guidance to any Consultant firm considering a proposal regarding some discussions that have taken place thus far in studies and other forums.

- The Consultant will establish, through input from the public and a Project Advisory Committee, a Plan that:
  - Assesses traffic operations, including multi-modal opportunities, along the corridor and at key intersections that creates transportation compatibility with community context
  - Evaluates safety issues along the corridor at both signalized and unsignalized intersections and Identifies projects needed to improve the safe movement of all modes of travel
  - Assesses roadway improvements, such as alternative routes, to reduce congestion, vehicular conflicts and improve safety along the corridor with general cost estimates for each recommended project together with potential funding strategies
- The Consultant will propose a public involvement plan that encompasses the lifecycle of the project, including a design charrette that evaluates alternative scenarios for traffic management; three conceptual designs for alternative linkages, and implementation. The public should be actively engaged via a project webpage that the Consultant will provide content for coordination of maintenance. The Consultant should plan and execute public input meetings and document the results in a summary report. The Consultant should also plan to attend the Advisory Committee meetings.
- The Consultant will analyze the impact of vehicular traffic on the corridor, explore innovative ways to mitigate peak demand traffic, and develop innovative access management concepts where applicable. The Consultant will provide an assessment of the corridor's relationship to other currently recommended and programmed improvements that may impact the operation of the US-17A corridor.
  - In an Existing Conditions Analysis, the Consultant should observe operational characteristics in the AM and PM peak hours. This analysis will also consist of verifying intersection/cross sectional geometrics along with the existing pedestrian and bicycle facilities as well as include a night review to observe lighting levels along the corridor. The field investigations should be documented using field notes, taking manual field measurements and using GIS/GPS devices, as well as using digital photography.
  - In a Future Conditions and Alternatives Analysis, the Consultant should verify specific roadway characteristics that may impact concept development features. This may include the location of driveways, curb returns, drainage inlets, open swales, utilities, or review of locations where potential conflicts between the roadway elements and proposed concepts may exist.
- The Consultant will develop a plan that integrates recommendations from other multi-modal and land use planning efforts that impact the corridor under investigation. These include but are not limited to the following:

- Pedestrian and bicycle recommendations from the *BCD WalkBike Plan (2017)* that supports the US-17A corridor as a major regional bicycle/pedestrian connection, with key linkages to nearby bicycle and pedestrian destinations.
- Rural On-Demand Study (In-Progress) which is evaluating overall operations of Tri-County Link (TCL COA), developing on-demand service scenarios for the rural area, and conducting sub-area analysis for Summerville which will look at more robust fixed-route service for the area and eventual expansion of BRT from N. Charleston.
- US-17A west/south of I-26 is part of the state freight network providing connectivity to I-95. The new US17A Corridor and Congestion Management plan should evaluate large vehicle needs serving retail areas off interstate or simply accessing commercial truck stop/staging areas, etc. or the interchange ability to process these larger vehicles.
- County and local jurisdiction comprehensive land use plans, and other area plans
- The Consultant will develop a draft implementation plan for the project that includes short, medium, and long-term recommendations for project implementation, utilizing a mix of TSMO/technology-based solutions, access management, alternative modes, roadway improvements including the evaluation of alternative/ new route options, along with cost-estimates and potential funding sources.
- The Consultant recommendations will include conceptual transportation solutions for the corridor. Consultants will develop a set of cross-sections and associated guidelines for existing and future transportation facilities in the study area, along with conceptual designs for improvement alternatives. Concepts will include adjacent land use design, roadway and major intersection treatments, and integrated transit, pedestrian and bicycle infrastructure design – including road crossing treatments and safe access and connectivity to adjacent land uses. Context sensitive design elements will reflect the social, environmental, and economic context of the surrounding land use captured in the visioning process.
- The Consultant will work to generate community support for the concepts of the plan, via stakeholder meetings, charrette sessions, and subsequent community presentation of the plan's elements.
- The Consultant will present the finished plan to the various jurisdictions involved and work to assure its adoption.

## **VI. Consultant SELECTION PROCESS**

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

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

## **STEP ONE: Proposal Submission**

### ***Understanding the Purpose: 30 Points***

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

### ***Method of approach: 25 Points***

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

### ***Capability and qualifications: 20 Points***

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

### ***Stakeholder/Public Engagement: 10 Points***

The Consultant's proposed approach and experience with planning and facilitating public meetings/charrettes and other innovative ways to engage major stakeholders and members of the public.

### ***Originality or innovativeness: 10 Points***

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

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

The extent to which the prospective Consultant/Consulting Team includes participation of a DBE.

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

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

## **QUESTIONS AND CLARIFICATIONS:**

Consultants may ask questions to clarify the contents of this RFQ and expectations of the BCDCOG related to this project. All questions or request for clarifications shall be submitted by email no later than June 3, 2025. All questions submitted and their answers will be promptly placed on the

BCDCOG website at [www.bcdco.com](http://www.bcdco.com) after the deadline for questions. No telephone inquiries shall be accepted.

If, in the judgment of the BCDCOG, changes in the content of the RFQ are required, an addendum will be issued by the BCDCOG.

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

#### **PROPOSED TIMEFRAME FOR SELECTION PROCESS**

The proposed timeframe for this selection process is as follows:

Request for Proposals Due:	June 10, 2025
Interviews (if held):	TBD
Award of Contract:	TBD
Completion of Contract:	TBD

#### **NOTICE OF AWARD**

Selection of the successful Consultant will be made solely by the BCDCOG. BCDCOG reserves the right to contact a firm to obtain written clarification of information submitted and to contact references to obtain information regarding performance reliability and integrity.

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

#### **VII. ADDITIONAL INFORMATION**

##### **FUNDING**

Funding for this project will be provided through Federal and State transportation 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 Consultant's expense. This project will be negotiated as a lump sum contract.

##### **DISADVANTAGED BUSINESS ENTERPRISE**

It is the policy of the BCDCOG to ensure nondiscrimination in the award and administration of federally assisted contracts and to use Disadvantaged Business Enterprises (DBEs) in all types of contracting and procurement activities according to State and Federal laws. To that end, the BCDCOG has established a DBE program in accordance with regulations of the United States Department of Transportation found in 49 CFR Part 26. Each Consultant is encouraged to use certified DBEs to meet the tasks and milestones of this request. A list of certified DBEs can be found at: <https://www.scdot.org/business/bus-development-dbe-sbe-cert.html>

To ensure compliance with the BCDCOG DBE policies, BCDCOG's goal is to achieve a minimum participation of 5% by South Carolina Unified Certification Program (UCP) certified DBEs for this project. The following statement should be included in the proposal to denote the level of proposed DBE participation.

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

#### **PROPRIETARY/CONFIDENTIAL INFORMATION**

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

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

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

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



## **VIII. PROJECT SCHEDULE**

The Consultant must agree to begin work upon issuance of a notice to proceed by BCDCOG and to complete this work within 12 months of the date of such notice. The work shall be guided by a detailed flow diagram, prepared by the Consultant and furnished to the BCDCOG. The project shall be considered complete only after action has been taken by the CHATS Policy Committee.

## **IX. MEETINGS**

Stakeholder/Public meetings shall be conducted by the Consultant in coordination with BCDCOG staff during the course of this project. The Consultant shall be responsible for the logistics of these meetings and consistency with the CHATS Public Participation Plan. The number of meetings to be held shall be negotiated between the Consultant and BCDCOG/MPO project manager as part of the scope of work.

## **X. BRIEFINGS AND PRESENTATIONS**

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

## **XI. COMPUTING REQUIREMENTS**

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

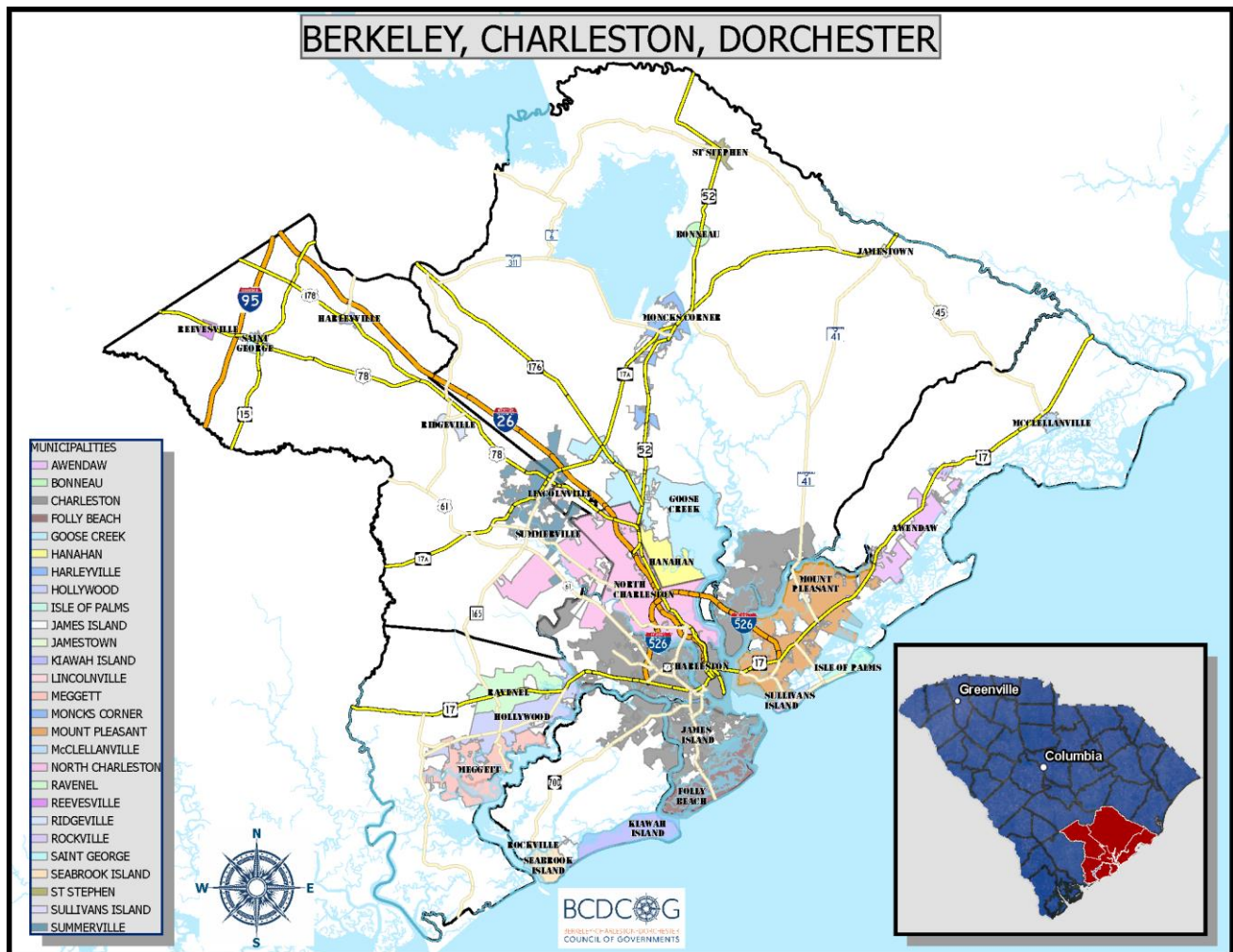
## **XII. SPECIFICATIONS FOR DOCUMENTATION**

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

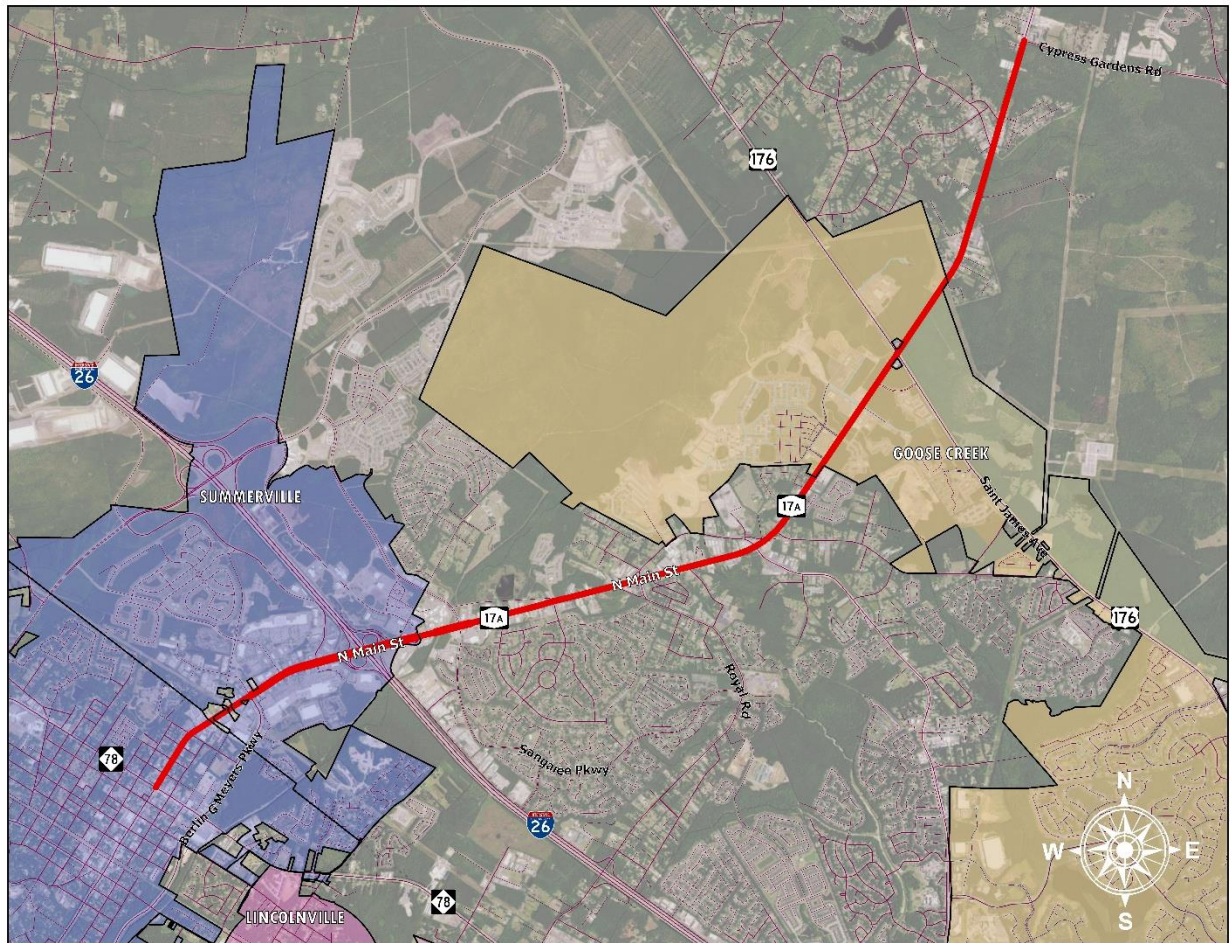
## **XI. DELIVERABLES**

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

## Appendix A: Study Area Map



## Appendix B: US-17A Corridor Study Map



## Appendix C: Required Federal Clauses

### 1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(a) 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 the 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.

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

### 2. FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD

(a) 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 the underlying contract or the FHWA-assisted project for which the 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.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FHWA under the authority of 49 U.S.C. § 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 extend the Federal Government deems appropriate.

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

### 3. ACCESS TO THIRD PARTY CONTRACT RECORDS

(a) The Consultant shall permit the authorized representatives of the Authority, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Consultant relating to his performance under the contract until the expiration of three years after final payment under this contract.

(b) The Consultant further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Authority, the Department of Transportation and Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books,

documents, paper and records of such subcontractor, involving transactions related to the subcontractor. The term "subcontract" as used in this clause excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination described above, for records which relate to (1) litigation of the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

#### 4. CHANGES TO FEDERAL REQUIREMENTS

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

#### 5. TERMINATION

##### a. Termination for Convenience

The Recipient may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Recipient'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 the Recipient, the Contractor will account for the same, and dispose of it in the manner the Recipient directs.

##### b. Termination for Default

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, the Recipient 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

#### 6. CIVIL RIGHTS

Nondiscrimination - In accordance with Title VII 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 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 FHWA may issue.

#### Equal Employment Opportunity

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal 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 FHWA may issue.

2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal 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 FHWA may issue.
3. 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 FHWA may issue.

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

## 7. DISADVANTAGED BUSINESS ENTERPRISES

The Department of Transportation of the United States Government has, as a matter of policy, determined that grantees and their contractors shall endeavor to expend project funds with qualified disadvantaged business enterprises, as subcontractors, located within a reasonable trade area determined in relation to the matter of services or supplies intended to be procured. FHWA encourages award of this solicitation, or any portion thereof, to contractors and/or suppliers, who qualify as Disadvantaged Business Enterprises (DBE) as defined by FHWA.

- (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.
- (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 Agency 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 prime contractor is required to pay each subcontractor under this contract for satisfactory performance of its contracts no later than thirty (30) days from receipt of each payment received by the Agency. Any delay or postponement of payment between prime and sub-contractors may take place only for good cause, and with prior

written approval. A list of certified DBEs can be found at:

<https://www.scdot.org/business/bus-development-dbe-sbe-cert.aspx>

8. INCORPORATION OF FHWA TERMS & LEGAL MATTERS

The provisions of this Addendum 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 FHWA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FHWA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause firm to be in violation of the FHWA terms and conditions. The Contractor also agrees to include any applicable requirements in each subcontract issued pursuant to this contract, financed in whole or in part with Federal assistance provided by FHWA.

NOTICE OF LEGAL MATTERS

Notice of Legal Matters. If this project is federally funded and is expected to equal or exceed \$25,000, BCDCOG agrees to notify the FHWA Chief Counsel or FHWA Regional IV legal counsel of a current or prospective legal matter that may affect the Federal government. Contractor agrees this affirmative notification provision will apply to subcontractors and suppliers and is to be included in all agreements at all tiers. Failure to include this notice may be deemed a material breach of contract.

9. DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29 if it equals or exceeds \$25,000.00. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by Recipient. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer 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 proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. RESOLUTION OF 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 Recipient. 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.

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

- c. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Recipient 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 the Recipient is located.
- d. 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 Recipient 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

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 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

(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 FHWA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FHWA

#### 13. 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 FHWA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FHWA.



14. VETERANS PREFERENCE

The Contractor will give a hiring preference, to the extent practicable, to veterans (as defined in 5 U.S.C Section 2108) who have the requisite skills and abilities to perform the construction work required under this contract. This provision shall not be understood, construed, or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with disability, or former employee

15. PROMPT PAYMENT

The Contractor agrees to pay subcontractors within ten (10) calendar days of the Contractor's receipt of payment from the COUNCIL 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 the 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. Failure to comply with the provisions of this Section 14.2 may result in the BCDCOG finding the Contractor in noncompliance with the DBE provisions of this Contract.

16. ENERGY CONSERVATION

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

17. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. section 502 note, and to comply with FHWA Notice, "National ITS Architecture Policy" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other Federal requirements that may be issued.

18. NOTIFICATION OF LEGAL MATTERS AFFECTING THE FEDERAL GOVERNMENT

The contractor is required to promptly notify the BCDCOG of any current or prospective legal matters that may affect the BCDCOG and/or the Federal government. The FHWA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming of the Federal government as a party to litigation or a legal disagreement in any forum for any reason. This notification requirement shall flow down to subcontracts and/or sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

## CERTIFICATION AND RESTRICTIONS ON LOBBYING

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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 \_\_\_\_\_

## GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

**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.

### 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: \_\_\_\_\_