BERKELEY-CHARLESTON-DORCHESTER
COUNCIL OF GOVERNMENTS

PLANNING, PARTNERSHIP & PROSPERITY

REQUEST FOR QUALIFICATIONS

Lowcountry Rapid Transit (LCRT)
Program Management Consultant

Issued: March 10, 2026
Responses Due: April 6, 2026

CONTACT:

Jason McGarry
Procurement/Contracts Administrator
jasonm@bcdcog.com

The Berkeley Charleston Dorchester Council of Governments (BCDCOG) is seeking qualifications for a Program Management Consultant (PMC) with expertise in implementing Bus Rapid Trans Projects (BRT) or similar transit construction projects under the Federal Transit Administration (FTA) New Starts Program to support the construction phase management of the Lowcountry Rapid Transit (LCRT) project.

This procurement follows a qualifications-based selection process consistent with the Brooks Act for professional Architecture and Engineering services. Selection will be based solely on demonstrated competence, professional qualifications, and the ability to achieve BCDCOG's stated goals. Scope and price negotiations will occur after selection of the most qualified firm.

The requirements for submitting a qualifications proposal are stated with the following Request for Qualifications (RFQ). This RFQ has been developed is accordance with the procurement guidelines of the Federal Transit Administration (FTA), and those related to State and Local Government.

All qualifications proposals are due to **Berkeley Charleston Dorchester Council of Governments (BCDCOG) 5790 Casper Padgett Way, North Charleston, SC 29406,** no later than **April 6, 2026 at 3:00 p.m. EST.** One (1) signed original, one (1) digital and three (3) printed copies should be submitted in a sealed box marked with the following information:

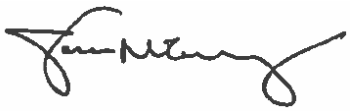
> **Lowcountry Rapid Transit (LCRT) Program Management Consultant**
> **Attn: Jason McGarry, Procurement/Contracts Administrator**
> **(Name of Company Submitting Qualifications)**

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

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

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

Sincerely,



Procurement/Contracts Administration

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SECTION 1 – PROJECT OVERVIEW

1.0 Project Background

The LCRT is a planned 21.3-mile BRT corridor, which begins at US 78 and Commerce Center in unincorporated Ladson and ends at Line and Westedge in City of Charlston. (See Attachment A). The project consists of dedicated bus lanes and mixed traffic operations with 20 side and center running stations. The project includes Transit Signal Prioritization (TSP), intersection improvements, utility relocations, railroad crossing improvements, and bike and pedestrian enhancements including a pedestrian bridge over the railroad. The project also includes construction of a terminal station and Park and Ride (PNR) at US 78 and Commerce Center Drive, and an Operations and Maintenance Facility (OMF) at 175 Acres Drive in Ladson. The BRT fleet will consist of 21 60' diesel transit buses. For more information about the project visit www.lowcountryrapidtransit.com.

BCDCOG is the project sponsor under the Federal Transit Administrations (FTA) New Starts program. The project will be delivered in partnership with the South Carolina Department of Transportation (SCDOT) and Charleston Area Regional Transportation Authority (CARTA), and Charleston County through a 4-party intergovernmental agreement. SCDOT is managing corridor design, ROW, CEI, and Corridor Construction. CARTA will be the owner and operator of the Vehicles, Maintenance Facility, Park & Ride, and transit specific elements. Charleston County is providing the local match. BCDCOG is responsible for the procurement of the Program Management Consultant (PMC), Park and Ride (PNR) CEI, and Operations and Maintenance Facility (OMF) CEI, along with construction contractors (Contractors) for the PNR project and OMF projects.

1.1 Anticipated Project Schedule

- Issue RFQ: March 10, 2026
- Questions Due: March 27, 2026 by 5:00 PM
- Proposals Due: April 6, 2026 by 3:00 PM
- Interviews (if needed): Week of April 13, 2026

1.2 Key Personnel

The Program Management Consultant (PMC) will be integrated with the BCDCOG staff and consist of experienced technical, operational, and senior management staff who have a strong resume in delivering FTA Capital Investment Grant funded transit projects. Proposers should include resumes and qualifications for the following Key Personnel:

- **Program Manager/Deputy Program Manager:** Responsible for day-to-day activities related to the delivery of the project as directed by the BCDCOG Project Manager.

- **Quality Assurance Manager:** Responsible for the Project's Quality Assurance (QA) Program and its overall implementation by the BCDCOG, SCDOT, and consultant staff. This position performs regular audits and reviews reports from auditors responsible for conducting audits of design and construction to ensure compliance. This role will report directly to the BCDCOG Executive Director. Certified Construction Quality Manager (CCQM) credentials are preferred.

- **Owners Rep/Construction Manager: Acts** on behalf of the BCDCOG to protect the agency's interests throughout construction and will serve as the primary point of contact between the owner (BCDCOG) and the field team including SCDOT and CEI. The Owners Rep will also serve as the Construction Manager for the BCDCOG led construction of the PNR & OMF.
- **FTA New Starts Lead**: Responsible for providing expertise in the FTA New Starts process and other federal policy issues.

- **Risk Manager:** Responsible for the risk management plan, maintaining the risk register and tracking the risk mitigation strategies throughout the implementation of the project.

- **Project Controls Manager:** Responsible for the project management information system (PMIS), document controls, budget and contract tracking, schedule, and contingency management. Compiles detailed monthly reports from the financial system to support the management of the program.

- **Project Controls Specialist/Scheduler:** Responsible for maintaining the baseline project documents and schedule.

- **Third Party Agreements Lead:** Responsible for coordinating, tracking, and supporting the updates of third-party agreements including the Intergovernmental Agreements, maintenance agreements, and municipal agreements. Tracking general progress of agreements led by the design consultant in coordination with the Program Manager, Director of Engineering and Construction, and Project Manager.

- **Independent Cost Estimator:** Responsible for providing independent cost estimates and reviews of the design consultant's estimates at major milestones. Maintains the overall program cost estimate and SCC workbook.

- **Engineering Oversight:** Responsible for oversight and peer review of the design consultant's deliverables, working in coordination with the Design Manager, Director of Engineering and Design, and PM.

- **Strategic Communications Manager:** Responsible for overall management of public involvement activities.

- **Systems Integration Lead:** Responsible for coordination of systems integration activities between SCDOT, BCDCOG, CARTA, and Systems Integration Contractor.

In addition to Key Personnel, the PMC should demonstrate adequate Subject Matter Experts (SME) and capacity to support the LCRT program. These may include, but are not limited to: Buy America Build America (BABA) and Americans with Disabilities Act (ADA) oversight; Vehicle procurement and inspection; architecture; operations planning; NEPA; ridership forecasting; safety and security; financial planning; start up and testing; traffic studies; transit technology including ticket vending machines (TVMs); construction communications: community outreach, and other roles as they arise.

SECTION 2 – SCOPE OF SERVICES

BCDCOG retains responsibility as the FTA grant recipient for ensuring that construction activities, costs, and documentation for the LCRT project comply with federal requirements. The PMC will support BCDCOG in that mission and will serve as the integrator between SCDOT construction administration practices and FTA compliance obligations. The PMC will provide oversight related to cost eligibility, Standard Cost Category (SCC) reporting, configuration and change management, safety and security certification, documentation control, and federal reporting, while respecting SCDOT's statutory authority over construction contract administration and payment. The PMC will staff the Quality Manager role, who will manage the Quality Assurance Program with direct reporting to BCDCOG's Executive Director.

The PMC will serve as the Owner's Representative for sponsor oversight and federal compliance integration during construction and will manage BCDCOG construction activities for the OMF and PNR facilities. The PMC will also manage the Public Involvement Plan for the LCRT program.

The following outlines the anticipated scope of services for the PMC. Proposers should describe their approach to staffing and managing these services during the construction phase of the project.

2.0 PROGRAM MANAGEMENT

BCDCOG has developed a Project Management Plan (PMP) in accordance with FTA standard operating procedures, Attachment B. This plan outlines the roles, responsibilities, and processes needed to manage the LCRT project, and are summarized as follows:

2.1 Project Controls

The PMC will support project controls and associated project management plans as follows:

- Schedule monitoring and integration across program elements and construction packages;
- Cost monitoring, forecasting, and SCC alignment;
- Risk identification and mitigation tracking;
- Construction outreach coordination;
- Strategic communication support; and
- Oversight of BABA, ADA, and FTA requirements

BCDCOG's Project Controls and Administrative Record are managed using Trimble Unity Construct (TUC) as the PMIS. SCDOT will utilize ProjectWise and AASHTOWare for construction management documentation. The PMC will serve as the administrator for TUC and maintain the administrative record by pulling required documents from SCDOT systems. The PMC will monitor and maintain the full program schedule using Primavera.

Proposers should demonstrate their capacity to manage the Project Controls, including their ability to maintain consistency in the use of established project platforms and procedures.

2.2 FTA Reporting and Compliance

The FTA has assigned a Project Management Oversight Contractor (PMOC) to the Project to ensure compliance with FTA requirements. Proposers should demonstrate their ability to support the BCDCOG Project Manager in coordination with the FTA and PMOC to include:

- CIG reporting and TrAMS coordination;
- NEPA compliance tracking;
- Independent cost estimating support;
- Safety and security coordination;
- Start-up, testing, and transition planning; and
- Support for FTA PMO reviews and audits.

2.3 Systems Integration

BCDCOG will procure a Systems Integrations Contractor to support BCDCOG and CARTA managed systems. The PMC will support BCDCOG management and oversight of the Systems Integration team. Proposers should describe their ability to support this task to include:

- Traffic Signal Priority (TSP) coordination;
- Traffic management systems (TMS) integration;
- Ticket Vending Machines (TVMs);
- Physical systems integration oversight; and
- Testing and commissioning coordination.

2.4 Design Coordination

BCDCOG anticipates that the selected firm's team may include, but not be limited to, expertise in the following areas:

- Civil and site engineering
- Architecture and building design
- Structural engineering
- Traffic and transportation planning
- Stormwater management and drainage design
- Electrical and lighting systems
- Telecommunications and security systems
- Environmental and permitting support
- Landscape architecture and urban design

The proposer should identify how its team structure promotes integrated and collaborative design, ensuring consistency with FTA standards, sustainability practices, and BCDCOG's project goals.

2.5 Vehicle Procurement, Inspection, and Testing

BCDCOG, with CARTA as a subrecipient, will be responsible for the selection of the vehicle vendor and procurement of buses. CARTA will plan for and execute service adjustments before, during, and after construction. CARTA is also responsible for the operations and maintenance of the Project and for integrating operations and maintenance with existing services.

Proposers should demonstrate their capacity to support BCDCOG and CARTA in the procurement, inspection, and testing of vehicles for the BRT project, as well as support operations planning as needed throughout the Construction phase.

2.6 Testing, Start Up and Final Completion

Proposers should demonstrate their capacity to support BCDCOG during the Testing, Start Up and Final Completion of the construction phase. These milestones represent key transitions from construction to testing, startup, and closeout and are administered through SCDOT's construction contract procedures, with BCDCOG oversight and documentation. BCDCOG oversight focuses on confirming that Substantial Completion supports subsequent testing, commissioning, and readiness activities.

The PMC will support the LCRT Project Team to define and refine the procedures required for testing and start-up activities. As the Project approaches the start of revenue operations, the PMC will support the development and update these procedures to assign responsibilities, establish testing schedules, define processes, and outline the training needed to prepare personnel and systems for safe and reliable service.

BCDCOG, with support from the PMC, will maintain the Testing and Startup Plan that defines test procedures, acceptance criteria, and documentation standards. The PMC will support a multi-agency Commissioning Team consisting of BCDCOG, SCDOT, CARTA, and a Systems Contractor to coordinate field verification, deficiency tracking, and documentation close-out prior to Revenue Service Readiness

3.0 QUALITY MANAGEMENT

The LCRT project has an overarching Quality Management Plan (QMP) that specifies all activities and procedures necessary to verify, audit, and evaluate the quality of the Project around which other consultants, contractors, suppliers, etc. involved in the execution of the Project will design their quality assurance/quality control (QA/QC) management plans. (Attachment C)

The PMC will provide a Quality Assurance Manager (QAM) to assess the adequacy and effectiveness of the Project's quality program. The QAM is the staff member responsible for the day-to-day monitoring of QA/QC activities and directly reports to the Executive Director. Certified Construction Quality Manager (CCQM) credentials are preferred.

The QAM will be responsible for implementing the QMP in accordance with FTA operating procedures. The QAM will be delegated the authority and organizational freedom to identify and evaluate quality problems and recommend solutions. The QAM has the responsibility to initiate action to prevent quality problems, to identify and record quality problems, to initiate solutions through appropriate channels, and to verify the implementation of solutions to quality problems.

Proposers should describe the staff qualifications and ability to manage quality-related matters for the Project to include:

- Implement the quality oversights procedures as outlined in the Quality Management Plan;
- Monitor and evaluate the implementation, adequacy, and effectiveness of the Project's QMP;

- Review and approve the Quality Assurance Plans of organizations providing work for the Project;
- Provide assistance and general training on quality management and QA/QC to project personnel;
- Provide reporting to the Executive Director and Project Manager on a continuous basis, including the status of quality-related issues and concerns;
- Conduct or arrange for audits to confirm the development of and compliance with the QMP by organizations providing work for the Project in accordance with an audit schedule;
- Perform Quality audits throughout the construction phase activities; and
- Act independently from the PMC with direct communication to BCDCOG.

4.0 CONSTRUCTION MANAGEMENT AND OVERSIGHT

BCDCOG has prepared a Construction Management Plan (CMP) for the LCRT Project to define how construction will be administered, (Attachment D). Construction of the LCRT corridor project will be procured and administered by the SCDOT using its established construction administration framework. The OMF and PNR Projects will be procured and administered by BCDCOG. BCDCOG retains responsibility as the FTA grant recipient for ensuring that all construction activities, costs, and documentation comply with FTA requirements. The PMC will serve as the owner's representative and integrator between SCDOT construction administration practices and FTA compliance obligations, as well as the Construction Manager for the OMF and PNR Projects.

4.1 SCDOT Corridor Construction Owners Representative

The PMC will serve as the Owners' Representative to support sponsor oversight, FTA compliance integration, and coordination with SCDOT. The PMC does not direct construction contractors or CEI staff, but provides oversight, monitoring, analysis, and documentation in support of BCDCOG's responsibilities as FTA project sponsor. Proposers should demonstrate their capacity to manage the following:

- Act on behalf of the BCDCOG to protect the agency's interests throughout construction;
- Serve as the primary point of contact between the owner (BCDCOG) and the field team including SCDOT and CEI;
- Coordinate directly with PMC for program level progress;
- Review deliverables, monitor construction activities, and ensure the final product meets the owner's expectations and specifications specifically related to the transit elements of construction on behalf of BCDCOG; and
- Provide clear, regular updates to the owner and maintain documentation needed for project decisions and closeout.

4.2 BCDCOG Operations and Maintenance Facility & Park and Ride Construction Management

BCDCOG will manage the design and construction for the OMF and PNR projects in partnership with CARTA. As such, BCDCOG will be responsible for obtaining all required permits, ROW and easements needed. Additionally, BCDCOG will be responsible for the construction, CEI, and final acceptance of the

OMF and PNR projects. Proposers should demonstrate their capacity to support the management and oversight of the design, CEI, and construction contractors for the OMF and PNR Projects

5.0 PUBLIC ENGAGEMENT AND STAKEHOLDER COORDINATION

BCDCOG has developed a robust Public Involvement Plan (PIP) designed to include the community and stakeholders in the decision-making process, Attachment E. The BCDCOG, with support from the PMC, maintains an LCRT brand, project website, social media campaign, and strategic communications program for the project. BCDCOG is responsible for all communications with FTA, elected officials, stakeholders, and the public. The PMC will support the BCDCOG communications team to update and implement the PIP to ensure consistent branding and messaging across all communication channels. Proposers should demonstrate their capacity to support public engagement in the following areas:

- Outreach and Stakeholder Management;
- Project Website, Social Media, E-Newsletter, Project Email;
- Comment Response Management and Administrative Record;
- Monthly Reporting;
- Neighborhood and Business Outreach Staff Support;
- Public and Stakeholder Meetings;
- Construction Industry Outreach;
- Strategic Communications Support; and
- Presentations, brochures, and other project media.

6.0 OTHER SERVICES NOT LISTED

Due to the nature of this program, BCDCOG reserves the right to include other services not specifically listed to support the implementation of the LCRT Program as needed.

SECTION 3 – PROPOSAL CONTENT AND OUTLINE

Proposal Submission Requirements

Proposals must not be more than the equivalent of 20 single-sided 8 ½ by 11-inch pages in length (not counting the front and back covers of the proposal, cover letter of interest, section dividers that contain no information or SF 330 forms). The font size should be no smaller than 12 pt. Proposals shall include the following information:

1. List of the key personnel who will participate in performing the scope of work. A resume for each listed team member, including sub- Consultant key personnel who will be completing a portion of the scope of work must also be provided.
2. Detailed project approach narrative outlining how the proposer would successfully implement the scope of services.
3. An organizational chart depicting relationships between the team members and agencies and responsibilities of each.
4. List of three (3) relevant projects performed within the past 5 years indicative of past performances and abilities of the proposed team, including a key client contact person for each

project with current daytime phone number.

5. Standard Federal Form 330 for the prime Consultant and all sub-Consultants.
6. Signature of an authorized officer of the prime Consultant firm.

SECTION 4 – PROPOSAL EVALUATION

The following criteria will be used in evaluating the proposals:

1. Experience, qualifications, and technical competence in the types of work required (30%)
2. Past performance on projects of a comparable nature (20%)
3. Relevant experience and qualifications of personnel to be assigned to the project (20%)
4. Demonstration of consultant's approach to performing the work, including an indication of the degree of availability the consultant anticipates in scheduling staff to meet project needs (30%)

A Selection Committee will review each qualification proposal. The Selection Committee may choose to interview the top ranked consultants.

SECTION 5 – GENERAL CONDITIONS

Preparation of Proposals: All costs associated with the preparation and delivery of a Proposal are the sole responsibility of the applicable Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

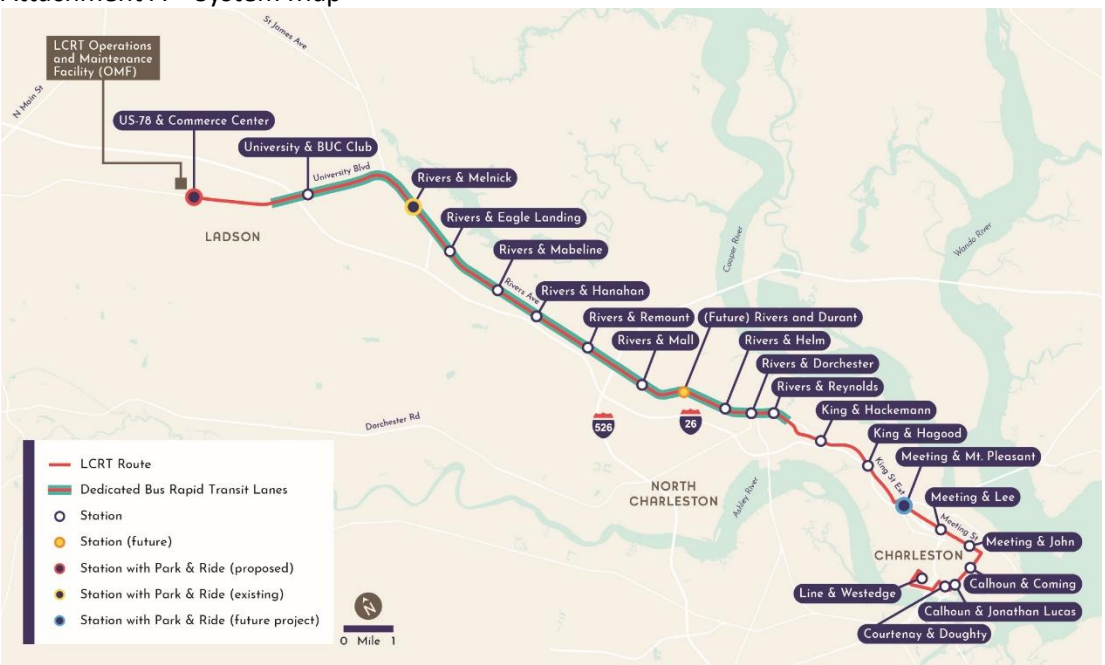
Lobbying: During the period beginning with the advertisement and distribution of the RFQ and ending with contract execution, no Prospective Consultant is allowed to communicate with any BCDCOG staff, employees, consultants, or agents regarding this RFQ, excluding the Procurement/Contracts Administrator.

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

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

Attachments

- Attachment A – System Map



- Attachment B -Project Management Plan - LCRT Project Management Plan
- Attachment C – Quality Management Plan - LCRT Quality Management Plan
- Attachment D – Construction Management Plan - LCRT Construction Management Plan

Key milestones for the LCRT Program are provided in the table below.

Activity	Schedule Date
Complete IFB Design and Review	January 2026
Apply for Full Funding Grant Agreement (FFGA)	June 2026
FFGA Approval	September 2026
Advertise for Construction Contract Bid	October 2026
Award Construction Contract	February 2027
Issue Notice to Proceed (NTP) for Construction Contract/Begin Construction	April 2027
Construction Substantial Completion	April 2029
Commissioning of Buses Complete	May 2029
Planned Revenue Service Start Date	September 2029
Contingency Loaded Revenue Service Start Date	December 2030
Project Closeout	September 2031

APPENDIX A – REQUIRED FEDERAL CLAUSES

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

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

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

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

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

3. ACCESS TO RECORDS AND REPORTS

(1). Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2). Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

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

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

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

(6.) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

4. CHANGES TO FEDERAL REQUIREMENTS

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

5. TERMINATION

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

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

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

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

(d.) Opportunity to Cure (General Provision) BCDCOG in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions If Contractor fails to remedy to BCDCOG's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from BCDCOG setting forth the nature of said breach or default, BCDCOG shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude PART from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

6. CIVIL RIGHTS REQUIREMENTS

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

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take

affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

7. DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

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

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

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

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

8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby

incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

9. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

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

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

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

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

10. BREACHES AND DISPUTE RESOLUTION

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

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

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between BCDCOG and the Contractor arising out of or relating to this agreement or its breach will be

decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which BCDCOG is located.

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

11. LOBBYING

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

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

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

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

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

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

12. CLEAN AIR

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

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

13. CLEAN WATER

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

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

14. PROMPT PAYMENT

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

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

15. ENERGY CONSERVATION

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

16. ADA ACCESS

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

17. NOTIFICATION OF LEGAL MATTERS AFFECTING THE FEDERAL GOVERNMENT

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

18. FREE SPEECH & RELIGIOUS LIBERTY

All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment

19. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

The Contractor certifies that it does not have delinquent tax debt or that it has been convicted of felonies within the last 24 months. U.S. DOT Order 4200.6 applies this prohibition to all lower tier transactions and Subsection 4(g) requires this requirement flow down to its subcontractors.

20. PROMPT PAYMENT TO SUBCONTRACTORS

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.

21. SAFE OPERATION OF MOTOR VEHICLE REQUIREMENTS

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 Contactor owns, leases, or rents, or a privately owned vehicle when on official business in connection with the work performed under this agreement.

22. PROHIBITION ON CERTAIN TELECOMMUNICATIONS 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.

APPENDIX B – REQUIRED CERTIFICATIONS

Debarment and Suspension Certification

Choose one alternative:

☐

– The Consultant, _____certifies to the best of its knowledge and belief that it and its principals:

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

OR

☐

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

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

Name:

_____

Authorized signature Date

Lobbying Certificate

The Consultant certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

Name of the bidder or Consultant's authorized official:
_____

Title:_____

_____
_____

Signature Date