



REQUEST FOR QUALIFICATIONS

Comprehensive Operational Analysis (COA)
and
Strategic Implementation Plan

Issued: April 14, 2025
Responses Due: May 8, 2025

CONTACT:

Jason McGarry
Procurement/Contracts Administrator
jasonm@bcdco.com

April 14, 2025

Charleston Area Regional Transportation Authority (CARTA) is soliciting qualifications proposals from Architecture and Engineering (A&E) firms to develop a Comprehensive Operational Analysis (COA) and Strategic Implementation Plan.

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

All qualifications proposals are due to **Charleston Area Regional Transportation Authority, 5790 Casper Padgett Way, North Charleston, SC 29406**, no later than **May 8, 2025, at 3:00 p.m. EST**. One (1) signed original, one (1) digital and two (2) printed copies should be submitted in a sealed box marked with the following information:

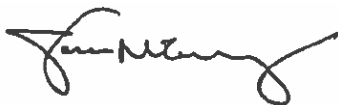
Comprehensive Operational Analysis and Strategic Implementation Plan
Attn: Jason McGarry, Procurement/Contracts Administrator
(Name of Firm Submitting Proposal)

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 CARTA website [CARTA - Charleston Area Regional Transportation Authority \(ridecarta.com\)](http://CARTA - Charleston Area Regional Transportation Authority (ridecarta.com)). All Firms should consult this website for updates before submitting 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 CARTA to award a contract, to pay any cost incurred in the preparation of proposals, or contract for the services. CARTA reserves the right to enter into one or more contracts with any firm selected under this RFQ process.

Qualifications 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 font of at least 12-point type.

Sincerely,



Procurement/Contracts Administrator

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SECTION 1 – INTRODUCTION AND CONTRACT TERM

1.0 Introduction and Overview

The Charleston Area Regional Transportation Authority (CARTA) provides public transportation services to the urbanized area of Charleston County and transports three million passengers per year on 17 fixed routes, three express routes, and three Downtown Area Shuttles (DASH). Each of these service types utilizes a different fleet of vehicles. As part of CARTA's Fleet Modernization Project, the agency is in the process of replacing its fixed route diesel bus fleet with battery-electric vehicles. The agency currently has a mixed fleet of battery electric and diesel fuel buses. CARTA's battery electric fleet utilizes depot charging, with one (1) on-route fast charger being installed at the terminus of Route 10 in North Charleston, and two (2) on-route chargers planned for the Shipwatch Square Transit Center. CARTA is funded in part by FTA and SCDOT. CARTA also receives local funding from farebox revenue and from Charleston County's 1/2 cent transportation sales tax. CARTA contracts its operations with a private provider, and BCDCOG provides administrative and planning functions. For more information visit the website at www.ridecarta.com.

BCDCOG is the Sponsor and Program Manager for the Lowcountry Rapid Transit Project (LCRT), a proposed 21.3-mile Bus Rapid Transit (BRT) line, the first for the region and state. The LCRT project is currently in the engineering phase of the FTA's Capital Investment Grant Program as a New Starts Project, and FFGA and construction are scheduled for 2026. Revenue service planned for 2029. For more information visit www.lowcountryrapidtransit.com

CARTA is constructing a new transit Center in North Charleston that will serve as the transfer hub for CARTA routes in North Charleston. The Shipwatch Square Transit Center & SC Works Trident Workforce Development Center is a planned bus transfer facility that will include a two-story building with 14,000-sf for a Transit and Workforce Center with waiting areas, ticket vending, and training rooms for CARTA's workforce. The bus transfer facility includes a bus transfer hub with 10 bus bays, four (4) on-route bus charging bays, dynamic bus bay assignments, and fare vending. The transit center will replace the CARTA SuperStop in North Charleston at Rivers and Cosgrove, which currently serves as the primary transfer hub for CARTA routes.

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

Other relevant planning studies and initiatives for this scope of work include:

- Regional Park & Ride (2018);
- CARTA Electric Bus Master Plan (2022);
- CARTA On Demand Uber/Lyft Senior and ADA transportation partnership (ongoing);
- Downtown Charleston Transit Study (2024);
- Dorchester Road Transit Signal Prioritization Project (currently in design for implementation in 2025);
- US 52 BRT Study (2025); and

- TriCounty Link Comprehensive Operational Analysis (currently underway to be completed in 2025).

CARTA seeks to solicit qualifications from prospective Firms to provide develop a Comprehensive Operational Analysis (COA) and Strategic Implementation Plan for CARTA as defined in Section 2 - Scope of Services.

SECTION 2 – SCOPE OF SERVICES

Firms should present a work plan for delivering the following tasks listed below. Firms are encouraged to identify innovative approaches to completing this scope of work; however, if additional or optional tasks are recommended beyond the task presented here, those tasks should be identified as such. Firms should present a summary schedule for completing each task and deliverable that does not exceed 18 months.

Task 1: Comprehensive systems analysis of CARTA services. This task includes a thorough review of CARTA services, technology, facilities, infrastructure, and fleet. This task will also develop goals, objectives, and performance measures for the study. Selected consultant will have access to CARTA data and reporting including on time performance, AVL, APC, and farebox. Data from CARTA’s onboard survey and on to off counts completed in November 2024 will also be provided.

Deliverables include Existing Conditions, Route Profiles, Market Analysis, Goals, Objectives, and Performance Measures.

Task 2: Short range transit development plan (5-years): This task will include the development of service recommendations for CARTA to implement within 1 to 5 years to align with the start of revenue service for LCRT (December 2029). Recommendations will include bus detour routing during LCRT construction as well as service redesign upon revenue service start. Capital recommendations should include an analysis of bus stop infrastructure relocation resulting from the system redesign and LCRT station conflicts where applicable. Service and capital plan recommendations tasks should incorporate battery electric buses and charging needs. This task should include high level ROW impacts due to bus stop relocations. Title VI analysis should also be included. CARTA’s scheduling software, Remix, is available for this task.

Deliverables for this task include Short Range Transit Development Plan, Capital Improvement Plan, Bus Stop Infrastructure Plan; Title VI Analysis.

Task 3: Regional Transit Framework Plan Update: This task will develop mid and long-range service and capital improvements to update the Regional Transit Framework Plan completed in 2018.

Deliverables for this task include Mid (10-Year) & Long (20-year) Range Service Recommendations; BRT Priority Corridor Updates; Technology and Capital Improvement Program; and Fleet Replacement and Expansion Plan.

Task 4: Finance and Implementation Plan: This task will develop a 20-year financial plan and strategies for funding and implementation timelines. Cost estimates and funding recommendations should include strategies for service expansion and BRT implementation as identified in previous tasks; as well as

capital improvements needed for facilities, transit bus stop infrastructure, fleet expansion and replacement and other items as identified in previous tasks. Implementation plan should include strategies and action items to guide agency activities needed to implement short-range plan transit plan in coordination with the roll out of BRT. Action items may include A&E design activities, marketing and promotion, ROW/easement acquisitions, etc.

Deliverables for this task would be the Financial and Implementation Plan.

Task 5: Final Report: This task will develop the Final Report combined with previous task deliverables as appendices. An Executive Summary document should also be developed. This task also includes the creation of a PowerPoint presentation for plan adoption.

Deliverables for this task include Final Report and Appendices, Executive Summary, Project PowerPoint, and all associated data files including GIS shapefiles, mapping, and any other relevant excel tables needed for implementation.

Task 6: Public Engagement: This task will include a robust public engagement program to include 4 to 5 key public touch points throughout the duration of the project. Public engagement should include a variety of methods to reach current riders as well as community members a whole. Firms should present a strategy for continuous and effective engagement. This project will use Public Input for tracking stakeholders, project webpage, and project communications, with access given to consultant team. Consultant will be responsible for a social media strategy and content to be posted on CARTA, BCDCOG and LCRT channels. The public engagement strategy should include outreach to key stakeholders, elected official briefings, and Board presentations.

Deliverables for this task include Public Involvement Plan; Social Media Calendar and Content; Meeting Presentations/Boards; Meeting Summaries and Minutes.

Task 7: Project Management: This task includes managing the project deliverables, schedule, and budget throughout the project. Firms will develop a Project Management Plan upon kick off the project.

Deliverables include Project Management Plan, Project Management Meeting Agenda and Minutes, Project Schedule

SECTION 3 – PROPOSAL CONTENT AND OUTLINE

3.1 Proposal Submission Requirements

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

- One (1) signed original, one (1) digital and two (2) printed copies.

Proposals should be typed and be concise but comprehensive and not include any unnecessary elaborate or promotional materials. The Proposal is limited to 30 - 8 ½ X 11 sheets using font size 12 points. Required certifications and SF330 forms are not considered part of the page limit.

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

3.2 Proposal Content

Firms are required to submit the following information. Failure to respond to each item may render the proposal non-responsive, causing it to be rejected. The contents of proposals shall be as follows:

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

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

1. The understanding of and approach to the project.
2. Qualifications of the consultant and experience in this type of work including a list of at least two (2) different projects completed by the consultant.
3. The key staff who will be assigned to this project together with their experience and qualifications
4. SF 330 form for the proposed staff and if applicable sub-consultants

SECTION 4 – PROPOSAL EVALUATION

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

- Experience, qualifications, and technical competence in the types of work required (30%)
- Past performance on projects of a comparable nature (20%)
- Relevant experience and qualifications of personnel to be assigned to the project (20%)
- Demonstration of consultant’s approach to performing the work, including an indication of the degree of availability the consultant anticipates in scheduling staff to meet project needs (10%)
- Familiarity with CARTA Service Area (10%)
- SCDOT Disadvantaged Business Enterprise designation (10%)

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

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 Firm. Firms shall not include any such expenses as part of the price proposed in response to the RFQ.

Proposal Inquiries: Communication by any Firm with any agent or employee of CARTA or about this RFQ, or the pending process may result in the Firm 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 distributed to all known recipients of the RFQ document.

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

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

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

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

Confidentiality: Upon receipt at CARTA, 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: CARTA shall ultimately determine the timing and sequence of events resulting from this RFQ. CARTA reserves the right to delay the closing date and time for any phase if CARTA staff believe that an extension will be in the best interest of

Reservation of Rights to Amend RFQ: CARTA 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 CARTA. Any addenda will be posted on the CARTA website and is the responsibility of the Firm to include any addenda with their proposal.

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

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

Withdrawal for Modification of Proposals: Firms 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 Firm 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 CARTA prior to the scheduled closing time for receipt of Proposals, will be accepted.

Compliance with Laws: In submitting a Proposal, each Firm 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 Firm 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 CARTA 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 CARTA.

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

Charleston Area Regional Transportation Authority
5790 Casper Padgett Way
North Charleston, SC 29406

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 CARTA 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 CARTA shall participate in the selection or in the award of the Contract if a conflict of interest, real or apparent, would be involved.

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

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

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

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

APPENDIX A – REQUIRED FEDERAL CLAUSES

No Federal Government Obligation to Third Parties

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

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

Program Fraud and False or Fraudulent Statements and Related Acts.

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

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

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

Access to Third Party Contract Records

The following access to records requirements applies to this Contract:

Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, 5339, or 5311.

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

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized

representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11)

Changes to Federal Requirements

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

Termination

- a. Termination for Convenience (General Provision)
 - CARTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid for the work it has completed consistent with its contract requirements. No contract close-out costs, and lost profits shall be paid to the Contractor. Termination will be effected by written notice at least ten (10) days prior to termination date. If the Contractor has any property in its possession belonging to CARTA, the Contractor will account for the same and dispose of it in the manner CARTA directs.
- b. Termination for Default (Breach or Cause)
 - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, CARTA 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 CARTA 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, CARTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- c. Opportunity to Cure
 - CARTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to CARTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within thirty (30) days after receipt by Contractor of written notice from CARTA setting forth the nature of said breach or default, CARTA 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 CARTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- d. Waiver of Remedies for any Breach
 - In the event that CARTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by CARTA shall not limit CARTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

Equal Employment Opportunity

The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities

Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

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

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

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

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

Disadvantaged Business Enterprise (DBE) Participation

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal for DBE participation has not been established for this procurement.

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

- The contractor must promptly notify CARTA, 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 CARTA.

Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in 2 CFR 200 and FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Debarment and Suspension

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

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

Resolution of Disputes, Breaches, or Other Litigation

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CARTA's Executive Director. This decision shall be final and conclusive unless within five (5) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by CARTA, 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 CARTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Charleston County of the State of South Carolina.

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

Disclosure of Lobbying Activities

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it

will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient

Clean Air

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

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

Clean Water

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

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

Fly America

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

Notification of Legal Matters Affecting the Federal Government

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

Prompt Payment

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from CARTA. In addition, the contractor may not hold retainage from its subcontractors. The contractor must promptly notify CARTA 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 CARTA.

Seismic Safety Requirements

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

Energy Conservation

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

Safe Operation of Motor Vehicles Requirement

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

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

ADA Access

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

Prohibition on Certain Telecommunication Equipment and Video Surveillance Services or Equipment

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

- (a) provide “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as part of its performance under this Contract, if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system; or
- (b) use such covered telecommunication equipment or services as a substantial or essential component of any system or as critical technology as part of any system, regardless of whether that use is in connection with performance of work under this Contract, subject only to the exception that covered telecommunications equipment or services may be provided or used if the equipment or services cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

Notification of Legal Matters Affecting the Federal Government

The contractor is required to promptly notify CARTA of any current or prospective legal matters that may affect CARTA and/or the Federal government. The EPA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming of the Federal

government as a party to litigation or a legal disagreement in any forum for any reason. This notification requirement shall flow down to subcontracts and/or sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

Appendix B – Required Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify (Name and title of official)
On behalf of _____ that: (Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____
Type or print name _____
Signature of Authorized representative _____ Date ____/____/_____
Signature of notary and SEAL _____

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: _____