

# Charleston Area Regional Transportation Authority (CARTA)



## Real Time Location System Request for Proposal

Charleston, South Carolina

Date: May 6, 2022

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**Due Date:** June 6, 2022

**Time:** 12:00 P.M. EST

**Receipt Location:**

BCD Council of Governments

Attn: Jason McGarry

5790 Casper Padgett Way

North Charleston, SC 29406

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**Request for Proposal  
RFP # CARTA2022-01**

**Sealed Proposals** will be received until **12:00 P.M. EST, June 6, 2022** for the following: **Real Time Location System.**

**Submittal:** Proposals will be accepted until **12:00 PM EST on June 6, 2022**

**Deadline for Questions or Clarifications:** May 20, 2022

**E-Mail:** [jasonm@bcdcog.com](mailto:jasonm@bcdcog.com)

**Pre-Proposal Meeting:** N/A

All proposals shall be submitted in a sealed package labeled as **CARTA2022-01: Real Time Location System**". **The must mail one (1) original, one (1) digital and three (3) hard copies** to the receipt location on the cover page.

Any revisions to this Request for Proposal will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the RFP will be posted on the CARTA website at: [www.ridecarta.com](http://www.ridecarta.com). **All Firms should consult this website for updates before submitting proposals.**

The completed proposal must have been physically received on or prior to the deadline above. If you plan to have your proposal delivered other than personal delivery, please remember that even though the proposal may be postmarked prior to the deadline, if it is not received by the deadline time and date, it absolutely cannot be considered.

Any offer submitted as a result of this solicitation shall be valid for ninety (90) calendar days following the submittal date. This solicitation does not commit CARTA to award a contract, to pay any cost incurred in the preparation of proposals, or contract for the services. CARTA may award a single contract or multiple depending on the firm's ability to meet all requirements.

**Proprietary and/or Confidential Information**

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

**Required Certifications**

Proposals are required to include the certifications located at the end of this Request for Proposal. Firms who do not submit all required certifications and addendums will be subject to non-compliance and their proposal will not be accepted.

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## **1. INTRODUCTION**

The Charleston Area Transportation Authority (CARTA) is the public transportation system serving the metro area of Charleston, S.C. It is the state's largest public transportation provider and ranks as one of the top systems in the Southeast, with a ridership of well over 3 million annually across 23 fixed and express routes. CARTA also provides Tel-A-Ride and OnDemand for senior and paratransit riders.

CARTA was created in 1997 by adoption of a mutual agreement by the following jurisdictions: Charleston County, The City of Charleston, The City of Hanahan, and The City of Isle of Palms, The City of North Charleston, The Town of Kiawah Island, The Town of Mt. Pleasant, and The Town of Sullivan's Island.

CARTA provides public transportation services within the member jurisdictions, with the authority to determine scope (routes, equipment, and facilities) and standards of the service to be provided. CARTA is subject to the regulations of the US Department of Transportation (DOT), Federal Transit Authority (FTA), South Carolina Department of Transportation (SCDOT), and federal, state and local laws. Please visit our website [www.ridecarta.com](http://www.ridecarta.com) for additional information.

## **2. CONTRACT TERM**

CARTA seeks to issue a contract for a Real Time Location System servicing its fleet of public transit vehicles for one (1) year with the option to renew for four (4) consecutive one-year terms.

## **3. SCOPE OF WORK**

The successful proposer will work with CARTA to implement and maintain a cloud-based software as a service (SAAS) platform that is commercially available "off-the-shelf," solution and will continually collect and analyze Automated Vehicle Location (AVL) data, presenting it in a simple, easy-to-use interface with the following functionality. CARTA has on-board equipment to transmit GPS data, which will be accessible to the success vendor.

- A. Easy-to-use dashboard and information, quick return when searching past information, color coding in a legend and clear and legible route lines and stops on a live map interface accessible through any modern web browser.
- B. The software shall offer an automatic vehicle assignment feature that can function independently of operators logging into the system to associate vehicles to the correct routes and trips, in real-time, based on spatial and temporal movement data.
- C. Provide real-time vehicle arrival predictions in the public-facing port of the software. This prediction algorithm shall meet or exceed industry standards.

- D. Solution should be able to provide ongoing calibration with CARTA to continually refine the accuracy of the data reported.
- E. The platform must generate and store data attributes, such as on-time performance, actual headways, and scheduled headways, not just when a vehicle is at a timepoint stop.
- F. The software must create a General Transit Feed Specification Real Time (GTFS-RT) data feed and compare it with written schedules showing on-time, early and late arrivals and departures at the trip, route, and system-wide level. Validate scheduled run-times by quickly seeing which route segments take longer or shorter than what the schedule dictates. Additionally, get suggested run-times and schedule improvements based on historical data. Historical data shall be stored and readily access for at least five (5) years.
- G. The software product solution will work with CARTA on any necessary Application Programming Interface (API) to extract the system data needed for operator information.
- H. Run usage summary and user statistics. Access on-time performance for every operator by route, trip, and stop. Provide stakeholders with data to assist in resolution and separation of performance issues from scheduling issues with intuitive visuals of earlies, late, and layovers.
- I. The data must be exportable into a tabular format for analysis and/or schedule-building purposes.
- J. With the focus on reliability, the software must analyze run times and break those run times into dwell time and congestion-related delays and allow for the user to review these at the trip, route, and system-wide level. Allowing the user to immediately review on-time performance metrics for any route in the network and pinpoint where performance issues arise to identify which routes, trips, and stops impact on-time performance most.
- K. The software must separate run times and schedule adherence into distribution graphs allowing the user to see trends and outliers of the historical data, creating reports for overall transit system on-time performance, and running time analysis. The System shall show overall system performance by:
  - 1. Route,
  - 2. Trip-level running times for a route
  - 3. Stop along a route
  - 4. By distribution of how early and how late
- L. Enable users to easily compare actual trip running time relative to scheduled running time and next trip start time.
  - 1. Allow running times to be analyzed stop by stop for a given trip, including delay attribution by stop based on dwell and travel times.
  - 2. Provide suggestions for optimal running times based on specified performance metrics and historical data selected by the user.

3. Enable instant visual comparison of running times over specified date and time ranges.
- M. The software shall offer public-facing tools that provide real-time arrival predictions by SMS messages and voice calling.
- N. The software shall have a fast-loading, smooth replay GPS playback function.
- O. The software must not limit the amount of data that users can access at one time.
- P. The software should not limit the number of users that can access software at one time.
- Q. System should accommodate and/or offer future option of integrating automatic passenger counting system and other on-board hardware.
- R. The platform shall meet or exceed 95% uptime and offer customer support.
- S. will not experience system outages.

Whereas there are numerous potential approaches to delivering a solution addressing the intent of this RFP, CARTA has chosen to allow potential respondents significant latitude in their proposal rather than attempting to specify a certain approach or certain equipment. With this latitude comes the requirement that any proposal provide sufficient detail as to the approach being taken, what that approach delivers initially, what the approach can potentially deliver in the long term and what the projected ongoing licensing and/or maintenance fees will be. The projected costs for any linkage or data storage required under a proposal must be identified as well.

CARTA will use the information a respondent provides to assess how well a proposal meets the stated intent of this RFP and the value it provides. If CARTA determines more than one response suitable it will award based on its analysis of the total cost of ownership and delivered value.

#### **4. EVALUATION PROCESS**

Each proposal will be evaluated in accordance with the evaluation criteria stated herein:

##### **1. Qualifications and Experience – 25 points**

- This will be evaluated on the vendors experience as a whole in the depth of understanding of the work, completion of similar work, innovative applications, and knowledge of best practices.

##### **2. Proposed Solution and Functionality – 40 points**

- This will be evaluated on the vendors proposed product features and overall system benefits. Adherence to the requirements listed in the scope of work section and descriptive comments of functionality and feature.

##### **3. DBE Participation - 0 or 5 Points**

- Evaluation shall be based on the participation of certified Disadvantaged Business Enterprises (DBE)

#### **4. Cost Proposal – 30 Points**

- Cost Worksheet detailing each item of cost per year for a total of five (5) years.  
**The pricing information should be in a separate sealed envelope.**

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

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

## **5. INSTRUCTIONS & GENERAL CONDITIONS**

### **A. Firms Responsibility**

Firms shall fully acquaint itself with the conditions relating to the scope and restrictions attending the execution of the services under the conditions of the RFP. The failure or omission of a Firm to acquaint itself with the existing conditions shall in no way relieve it of any obligation with respect to the proposal submitted by the Firm to any contract resulting from this RFP.

### **B. Duty to Inquire**

Should a Firm find discrepancies or omissions in this RFP, or should the Firm be in doubt as to the meanings, the Firm shall at once notify CARTA in writing prior to the last day for written questions. If additional clarification is warranted, a written addendum will be sent to all persons or firms receiving this RFP

### **C. Signature Requirements**

Only authorized officers eligible to sign contract documents will be accepted. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. This proposal should indicate the responsible entity. Firms should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

### **D. Waiver**

By submission of its proposal, the Firm represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, services, supplies, materials, or equipment called for in the solicitation; that it has checked the proposal for errors and omissions; that the prices and costs stated in its proposal are intended by it; and, are a complete and correct statement of its prices and costs for providing the labor, services, supplies, materials, or equipment required.

### **E. Revisions To RFP**

CARTA reserves the right, when necessary, to postpone the times in which proposals are scheduled to be received and opened, and to amend part or all of the RFP. Prompt notification of such postponement or amendment shall be given to all perspective Firms who have requested or received copies of the RFP. Receipt of all addenda must be acknowledged in the proposals received by CARTA.

**F. Withdrawal of Proposal**

No proposal may be withdrawn after the proposals have been opened.

**G. Reserved Right**

All firms are notified the contract for this service is contingent upon Federal and State appropriations. In the event that funding is eliminated, decreased, or not granted, CARTA reserves the right to terminate any RFP; any contract awarded hereunder or modifies any contract or this RFP accordingly.

- CARTA reserves the right to waive any minor irregularities in any and all Proposals.
- CARTA reserves the right to reject all Proposals and re-solicit or cancel this procurement if deemed by CARTA to be in its best interest, without indicating any reason for such rejection(s).
- CARTA also reserves the right to enter into a contract with any Firm based upon the initial Proposal or on the basis of a best and final offer without conducting oral interviews.

**H. Prohibited Interest**

No member, officer, employee of CARTA or member of its Board during his/her tenure or one year thereafter, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof.

**I. Notice to Proceed**

The Firm shall be issued a written Notice to Proceed. Any services provided prior to receipt of the Notice to Proceed shall be at the sole risk and expense to the Firm.

**J. Labor Provisions**

South Carolina is a Right-to-Work state. The successful Firm shall be responsible for compliance with all applicable requirements of 49 USC § 5333(b).

**K. Protest Procedures**

Any prospective Firm who is aggrieved in connection with the solicitation of a contract may protest to CARTA's Executive Director. Any such protest must be delivered in writing within five days of the issuance of the RFP or within five days of amendment thereto if the amendment is at issue. Any actual Firm, consultant, or sub consultant who is aggrieved in connection with the intended award or award of a contract shall protest to the Executive Director. Any such protest must be delivered in writing within five days of the date the notice of award or intent to award is posted. A protest must set forth all specific grounds of protest in detail and explain the factual and legal basis for each issue raised.



This project is to be funded in part by FTA and is subject to FTA rules and regulations. FTA only accepts protest alleging that a grantee fails to have written protest procedures or has violated such procedures or fails to review a complaint or protest.

**L. Cost of Proposal Preparation**

CARTA shall not be responsible for any cost or expenses incurred for preparation of the Proposal in response to this RFP. Firms shall not include such expenses as a part of the price proposed. CARTA shall be held harmless and free from any and all liability, claims, or expenses whatsoever, incurred by, or on behalf of any person or organization responding to this RFP. Costs related to Proposal preparation include, but shall not be limited to the following:

- Preparing proposals in response to this RFP.
- Negotiations with CARTA on any matter related to this procurement.
- Costs associated with interviews, meetings, travel, or presentations.
- Other expenses incurred by a Firm prior to formal Notice to Proceed for any agreement.

**M. Ethics and No Contact Policy**

After issuance of this RFP, Vendors, or anyone acting directly or indirectly on behalf of a potential Vendor or a subcontractor shall not discuss or submit inquiries about this RFP in any way with any of the CARTA employees, agents, or elected or non-elected officials, or a member of the Board of Directors, other than the Procurement Administrator, Jason McGarry, [jasonm@bcdcog.com](mailto:jasonm@bcdcog.com). Any communication with the Procurement Administrator must be in writing, and submitted as required in this RFP. The foregoing restriction expires once contract has been executed. Violation of this restriction may result in disqualification of the Vendor, suspension or debarment, and may constitute a violation of the South Carolina Ethics Act.

## **Appendix A – FTA Required Clauses for Third Party Contractors and Sub-Agreements**

### **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 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 GLPTC, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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.

### **False Statements or Claims Civil and Criminal Fraud**

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. § 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 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.

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

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records. b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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

records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto. 2 | P a g e c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required.

### **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 agreements between CARTA and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

### **Termination**

#### **Termination for Default**

CARTA may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to perform the service within the time and manner specified herein or any extension thereof or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms; and in either of these two circumstances does not cause such failure to be corrected within a period of five (5) days (or such longer period as the Executive Director may authorize in writing) after receipt of notice from the Executive Director specifying such failure.

If the Contract is terminated in whole or in part for default, CARTA may provide, upon such terms and in such manner as the Executive Director deems appropriate, services similar to those so terminated. The Contractor shall be liable to CARTA for any excess costs for such similar services, and shall continue the performance of the contract to the extent not terminated under the provisions of this clause.

If after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of CARTA.

The rights and remedies of CARTA provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

#### **Termination for Convenience or Suspension for Convenience**

CARTA may, for its convenience, suspend or terminate the work in whole or in part at any time by written notice to Contractor stating the extent and effective date of such suspension or termination, whereupon Contractor shall suspend or terminate the work to the extent specified.

If this Agreement is suspended, Contractor may be issued a change order to reflect any schedule adjustment, and all reasonable and demonstrable costs incurred by Contractor due to any such suspension. CARTA shall pay all outstanding balances scheduled for payment for charges incurred prior to the effective date of suspension.

If this Agreement is terminated by CARTA for convenience, CARTA shall be responsible for all eligible costs, expenses, and profit incurred by Contractor in connection with the Project prior to the effective date of termination.

### **Civil Rights**

**1. Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

**a. Nondiscrimination in Federal Public Transportation Programs.** 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

**b. Prohibition against Employment Discrimination.** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

**2. Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

**3. Nondiscrimination on the Basis of Age.** The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age A-25 Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

**4. Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

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

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 Contractor shall maintain compliance with “DBE Approval Certification” throughout the period of Contract performance.

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)).

### **Incorporation of FTA Terms**

This Agreement includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in this Agreement. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 2013, 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. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CARTA requests which would cause CARTA to be in violation of the FTA terms and conditions.

### **Debarment and Suspension**

If this Contract is in excess of \$100,000 the terms of the Department of Transportation regulations, A Suspension and Debarment of Participants in DOT Financial Assistance Programs, 49 C.F.R. Part 29 are applicable to this Project. No firms or persons ineligible there under shall be utilized in the project. The Contractor shall comply, and assure compliance by each of its subcontractors at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, ADebarment and Suspension, 31 U.S.C. sect 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.

### **Buy America**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

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

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CARTA. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director of CARTA. 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.

Unless otherwise directed by CARTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

## **Lobbying**

The undersigned certifies, to the best of his or her 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 an agency, a Member of Congress, an 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 A-48 into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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 instructions.

## **Clean Air**

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.* Contractor agrees to report each violation to CARTA and understands and agrees that CARTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

## **Clean Water**

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.* Contractor agrees to report each violation to CARTA and understands and agrees that CARTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

## **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.

### **Conformance with ITS National Architecture**

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

### **ADA Access**

Facilities to be used in public transportation service must comply with the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37; and Joint Access Board/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 C.F.R. part 37 the Access Board’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 C.F.R. part 37 modifying the ADAAG with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments.

### **Notification of Legal Matters affecting the Federal government**

The contractor is required to promptly notify the CARTA of any current or prospective legal matters that may affect the 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.

## **Appendix B – Representations & Certifications**

### **Certificate Regarding Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) 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 an agency, a Member of Congress, an officer or employee of Congress, or Certifications and Assurances Fiscal Year 2021 8 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.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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 instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

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

Company Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



## **Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Company Name: \_\_\_\_\_

1. By signing and submitting this bid, the prospective lower tier participant is providing the signed certification set out below.
2. The certification referred to in this paragraph is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Council may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the Council if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered participant,” “persons,” “lower tier covered transaction,” “principal,” “bid,” and “voluntarily excluded,” as used in this paragraph, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 49 CFR part 29. You may contact the Council for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the Council.
6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this paragraph. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. Except for transactions authorized under subparagraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is [Project Name] [Contract Number] Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion [Project Number] 00457-2 suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the Council may pursue available remedies including suspension and/or debarment.

### **CERTIFICATION**

1. The prospective lower tier participant certifies, by submission of this bid, that neither it nor its “principals” (as defined at 49 CFR section 29.105(p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this certification.

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

Company Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## Certification Regarding Conflict of Interest

**1. Certification.** The Firm hereby acknowledges that, to the best of its knowledge and belief:

(Choose One)

\_\_\_\_\_ Determined that there are no relevant facts or circumstances which could give rise to conflicts of interest. (Firm may provide an explanation or any supporting documentation).

OR

\_\_\_\_\_ Determined that one or more conflicts of interest exists. (Firm must provide a Mitigation Plan).

**2. Flow-Down.** The Firm acknowledges that Conflict of interest flows down to each of its subcontractors and subconsultants.

**3. Continuing Obligations.** The Firm has a continuing obligation to the CARTA to disclose conflicts of interest to the during the solicitation phase or, if awarded a contract, throughout the duration of the contract. During the solicitation, the Disclosure and Certification Regarding Conflict-of-Interest Form(s) and any related mitigation plan(s) must be submitted to the Procurement/Contracts Administrator.

By signing below, the Firm certifies that the information contained in this form is accurate to the best of its knowledge, and that the Firm agrees to comply with the requirements herein. The Firm has a continuing obligation to CARTA to disclose conflicts of interest during the solicitation phase or, if awarded a contract, throughout the duration of the contract

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

Company Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Disadvantaged Business Enterprise (DBE) Certification**

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

\_\_\_\_\_Yes                      \_\_\_\_\_No

If no, has the 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.

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

Company Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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