	<p align="center"> Berkeley Charleston Dorchester Rural Transportation Management Association d/b/a TriCounty Link </p> <p align="center"> Request for Proposal </p>	Solicitation: Date Issued: Contact: Phone: E-Mail Address: Mailing Address:	RTMA2023-01 April 28, 2023 Jason McGarry 843-529-2571 jasonm@bcdcog.com 5790 Casper Padgett Way North Charleston, SC 29406
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DESCRIPTION: TriCounty Link Vehicle Maintenance Services

SUBMIT OFFER BY (Opening Date/Time): May 25, 2023 by 3:00 P.M.

QUESTIONS MUST BE RECEIVED BY: May 12, 2023 by 3:00 P.M

NUMBER OF COPIES TO BE SUBMITTED: One (1) original and two (2) copies.

CONFERENCE TYPE: Vehicle and Site Inspections DATE & TIME: By appointment – jasonm@bcdcog.com	LOCATION: 305 Heatley St. Moncks Corner, SC 29461
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You must submit a signed copy of this form with Your Offer. By signing, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the opening date.

NAME OF OFFEROR (Full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror.
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED
TITLE (Business title of person signing above)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME (Printed name of person signing above)	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)

Sole Proprietorship Partnership Other _____
 Corporate entity (not tax-exempt) Corporation (tax-exempt) Government entity

BUSINESS ADDRESS**NOTICE ADDRESS** (Address to which all procurement and contract related notices should be sent.)

 Area Code - Number - Extension

 E-mail Address
ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

References**Company Name and Contact information****Work Performed****Company Name and Contact information****Work Performed****Company Name and Contact information****Work Performed**

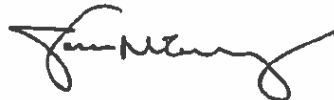
The Berkeley-Charleston-Dorchester Rural Transportation Management Association (BCD RTMA) d/b/a TriCounty Link is committed to maintaining a fleet of safe and reliable vehicles for all TriCounty Link transit customers. TriCounty Link is soliciting proposals from certified professionals to perform routine and preventative maintenance services at their facility located at 305 Heatley St. Moncks Corner, SC 29461. The requirements outlined in this Request for Proposal (RFP) will ensure vehicles are maintained to a high-quality standard in order to function efficiently throughout the vehicle's useful life without major failure, excessive road calls or lengthy down-time.

Routine and preventive maintenance is essential to every effective maintenance program as it helps to ensure maximum vehicle reliability, safety, and longevity. It entails performing regularly scheduled maintenance procedures in order to minimize malfunctions, rather than simply making repairs when something goes wrong. It also involves performing necessary repairs promptly to prevent further damage and maintain vehicle safety. A well-maintained fleet is essential to providing safe and reliable service to TriCounty Link customers.

Proposals will be received until **3:00 P.M. EST, May 25, 2023**, at BCD Council of Governments located at 5790 Casper Padgett Way, North Charleston, SC 29406. Site visits and vehicle inspections must be requested by appointment to jasonm@bcdcog.com.

This solicitation does not commit Berkeley Charleston Dorchester Rural Transportation Management Association (BCD-RTMA) to award a contract, to pay any cost incurred in the preparation of proposals submitted, or contract for the services. Berkeley Charleston Dorchester Rural Transportation Management Association (BCD-RTMA) reserves the right to accept or reject, any, all, or any part of offers received as a result of this request, or to cancel in part or in its entirety if it is in the best interests of BCD-RTMA to do so.

Sincerely,



Jason M. McGarry
Procurement/Contracts Administrator

*Note: The deadline shown above 3:00 P.M on **May 25, 2023** is extremely important. The completed proposal must have been physically received on or prior to that deadline. If you plan to have your proposal delivered other than by 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.*

BACKGROUND

The Berkeley, Charleston, Dorchester Rural Transportation Management Authority (BCD-RTMA) was created to provide 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. BCD-RTMA 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.

SCOPE OF SERVICES

The mission of the BCD-RTMA maintenance program is to ensure the cleanliness, comfort, cost-effective operation, durability, reliability, and safety of all vehicles, equipment, and facilities in our transit system. As such, BCD RTMA is dedicated to properly maintaining our assets. Our maintenance program adheres to manufacturer minimum maintenance requirements for all such assets, and we comply with all applicable federal and state maintenance requirements.

Berkeley Charleston Dorchester Rural Transportation Management Association d/b/a TriCounty Link is soliciting proposals from certified professionals to perform routine and preventative maintenance services for TriCounty Link located at 305 Heatley St. Moncks Corner, SC 29461.

The consultant may be required to perform duties associated with a variety of activities, such as:

- Change engine oil and filter
- Change and rotate tires
- Change brake pads and rotors
- AC – diagnostics and repair
- Heating – diagnostics and repair
- Computerized diagnostics
- Electrical system general repair
- Light bulb replacement or repair
- Check fluid levels and add fluid as needed
- Check and repair wheelchair operations
- Road calls for broken down vehicles

Technicians may identify major repairs needed during the performance of routine and preventative maintenance. These findings shall be reported to the TriCounty Link General Manager immediately. Specialty work orders will be addressed separately from this RFP.

1. Maintenance Records and Repair Activities

Maintenance and repair activities are tracked for each vehicle in our fleet using RTA Fleet Management Software. TriCounty Link uses this management system to establish a PM schedule, review open and closed work orders, and monitor fleet expenses and vehicle performance (by tracking individual vehicle expenses, road call rates, etc.) TriCounty Link staff use the management system to document performed maintenance, and to generate work orders for unscheduled and/or outside maintenance or repair. Each work order identifies all specific

maintenance and/or repair activities performed on the date(s) identified. It also indicates the equipment's mileage, service time, and/or cycles as appropriate.

The BCD RTMA is committed to record keeping as both an important part of maintenance compliance and an essential tool for ensuring that service schedules have been implemented. It helps to identify early warning signs of impending problems in equipment, and provides back-up information for warranty claims. Maintenance records include all completed work order forms, service receipts, invoices, inspection forms, pretrip inspection forms, warranty recovery requests, etc.

The selected vendor shall work with TriCounty Link staff to ensure proper record keeping for all performed maintenance services.

2. Staff Communications

Good communications and interpersonal relationships are key to the effective execution of maintenance programs and consistent execution requires the cooperation and interaction of all parties, both in establishing the maintenance program and making it work on a day-to-day basis.

The following actions will help improve communication between management, vehicle operators, dispatchers, manager to administer an effective service:

- Involve all staff in development of documentation for inspection items, service intervals, and other inter-departmental maintenance activities
- Communicate the overall process and procedures. Establish realistic expectations for response time, scheduling, and vehicle servicing
- Establishing mechanisms for reporting of needed services

3. Vehicle Location and Safety

TriCounty Link requires all vehicles be stored and maintained at the operations and maintenance facility. The facility is equipped with security fencing, proper lighting, security cameras, and is regularly patrolled by the local police.

4. Substance Use, Abuse, and Testing Policy

The Contractor agrees to participate in TriCounty Link's drug and alcohol program established in compliance with 49 C.F.R. part 655. The U.S. Department of Transportation and Federal Transit Administration (DOT/FTA) require that employees, Contractors and their agents who perform safety-sensitive functions be enrolled in a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655. Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

- Operating a revenue service vehicle, including when not in revenue service;
- Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
- Controlling dispatch or movement of a revenue service vehicle;
- Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service;

5. Fleet Information (as of 4/1/23)

Public Transportation Vehicles

Vehicle Number	Vehicle Model	Year	Odom.	Seating Cap.	W/C Cap.
1337	E450	2013	279931	18	4
1363	E450	2013	245877	18	4
1379	E450	2013	317223	18	4
1544	E450 SD	2016	325108	18	4
1545	E450 SD	2016	386514	18	4
1546	E450 SD	2016	245781	18	4
1547	E450 SD	2016	192257	18	4
1549	E450 SD	2016	234414	18	4
1550	E450 SD	2016	275683	18	4
1551	E450 SD	2016	145775	18	4
1745	E450 SD	2017	188227	14	2
1746	E450 SD	2017	181085	14	2
1749	E450 SD	2017	156314	14	2
1759	E450 SD	2017	167740	14	2
1761	E450 SD	2017	222715	14	2
1766	E450 SD	2017	150171	14	2
1767	E450 SD	2017	135484	14	2
1768	E450 SD	2017	152881	14	2
1770	E450 SD	2017	164912	14	2
1775	E450 SD	2017	174858	14	2
1778	E450 SD	2017	170641	14	2
1901	E450	2019	158545	22	2
1902	E450	2019	141768	22	2
1905	E450	2019	126761	22	2
1906	E450	2019	137814	22	2
1913	E450	2019	147143	22	2
1993	E450	2019	106580	22	2
1997	E450	2019	119203	22	2
2090	E450 SD	2021	51440	22	2
2309	E450 SD	2023	875	22	2
2315	E450 SD	2023	948	22	2
2321	E450 SD	2023	865	22	2
2334	E450 SD	2023	863	22	2
2353	E450 SD	2023	843	22	2

Administrative Vehicles

Vehicle Number	Vehicle Model	Year	Odom.	Seating Cap.	W/C Cap.
1659	ESCAPE	2017	75390	5	0
2030	IMPALA	2007	99008	5	0
2042	IMPALA	2008	137249	5	0
2142	ESCAPE	2021	11123	5	0
2157	ESCAPE	2021	6125	5	0
2165	ESCAPE	2021	12826	5	0
2183	ESCAPE	2021	25530	5	0

REQUESTED PROPOSAL FORMAT

Proposals must not be more than the equivalent of 20 single-sided 8 ½ by 11-inch pages in length. The font size should be no smaller than 12 pt. Proposals shall include the following information:

1. Company information and services provided
2. List of the key personnel who will participate in performing the scope of work.
3. An organizational chart depicting responsibilities of each employee.
4. List of three (3) relevant references within the past 5 years indicative of past performances and abilities of the proposed team, including a key client contact person for each project with current daytime phone number and email.
5. Separate sealed envelope containing hourly rates.
6. Any additional information you would like to provide.

SELECTION CRITERIA

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

1. Experience, qualifications, and technical competence (40%)
2. Past performance on projects of a comparable nature (20%)
3. Price (40%)

SUBMITTAL DEADLINE:

Proposals will be received until **3:00 P.M. EST, May 25, 2023**, at BCD Council of Governments located at 5790 Casper Padgett Way, North Charleston, SC 29406.

TIME/TERM OF AGREEMENT:

The Agreement shall be in effect for one year with an option to renew 4 additional years no more than 5 years from the award date.

NOTICE TO PROCEED:

Issuance of a Contract to the selected Provider will act as official Notice to Proceed

Cost Proposal:

The following document shall be included separate from your proposal

Having carefully examined the Request for Proposal, attachments and related documents, the undersigned proposes and agrees to provide the specified services in accordance with the Specifications described in the RFP, during the initial term of twelve (12) consecutive months and up to the maximum term of sixty (60) months from the date on the Notice to Proceed and at the prices set forth below.

Please indicate the amount indicated below for services:

_____	\$_____/_
_____	\$_____/_
_____	\$_____/_
_____	\$_____/_
_____	\$_____/_
_____	\$_____/_
_____	\$_____/_

The undersigned of this form hereby agrees to furnish the above services to the BCD-RTMA in accordance with all the instructions that have been carefully reviewed and examined.

Authorized Signature

Company

Date

Required Federal Clauses:

1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

2. FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD

(a) The Firm 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 Firm certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining the underlying contract or the FTA-assisted project for which the contract work is being performed. In addition to other penalties that may be applicable, the Firm 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 Firm to the extent the Federal Government deems appropriate.

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

(c) The Firm 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 sub consultant who will be subject to the provisions.

3. ACCESS TO THIRD PARTY CONTRACT RECORDS

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

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

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

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

4. CHANGES TO FEDERAL REQUIREMENTS

Firm 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. Firm's failure to so comply shall constitute a material breach of contract.

5. TERMINATION

a. Termination for Convenience

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

b. Termination for Default

If the Firm does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Firm fails to perform in the manner called for in the contract, or if the Firm fails to comply with any other provisions of the contract, the Recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Firm setting forth the manner in which the Firm is in default. The Firm will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract

6. CIVIL RIGHTS

Nondiscrimination - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal law at 49 U.S.C. § 5332, the Firm 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 Firm agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal laws at 49 U.S.C. § 5332, the Firm 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 Firm 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 Firm agrees to comply with any implementing requirements FTA may issue.

2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal law at 49 U.S.C. § 5332, the Firm agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Firm agrees to comply with any implementing requirements FTA may issue.
3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Firm 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 Firm agrees to comply with any implementing requirements FTA may issue.

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

7. DISADVANTAGED BUSINESS ENTERPRISES

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

- (a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26; Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- (b) The Firm shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Firm shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Firm to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the Firm signs with a sub consultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- (c) The prime Firm is required to pay each sub consultant under this contract for satisfactory performance of its contracts no later than thirty (30) days from receipt of each payment received

by the Agency. Any delay or postponement of payment between prime and sub-Firms may take place only for good cause, and with prior written approval. A list of certified DBEs can be found at: <https://www.scdot.org/business/bus-development-dbe-sbe-cert.aspx>

8. INCORPORATION OF FTA TERMS & LEGAL MATTERS

The provisions of this Addendum include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, 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 Firm shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause firm to be in violation of the FTA terms and conditions. The Firm also agrees to include any applicable requirements in each subcontract issued pursuant to this contract, financed in whole or in part with Federal assistance provided by FTA.

NOTICE OF LEGAL MATTERS

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

9. DEBARMENT AND SUSPENSION

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

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

10. RESOLUTION OF DISPUTES

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Recipient. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Firm mails or otherwise furnishes a written appeal.

- a. Performance During Dispute - Unless otherwise directed by Recipient, Firm shall continue performance under this Contract while matters in dispute are being resolved.
- b. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing

to such other party within a reasonable time after the first observance of such injury of damage.

- c. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Recipient and the Firm arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Recipient is located.
- d. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Recipient or Firm shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11. LOBBYING

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

12. CLEAN AIR

(1) The Firm 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 Firm agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

13. CLEAN WATER

(1) The Firm 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 Firm agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

14. VETERANS PREFERENCE

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

15. PROMPT PAYMENT

The Firm agrees to pay sub consultants within ten (10) calendar days of the Firms receipt of payment from BCD-RTMA for undisputed services provided by the sub consultants. The Firm agrees to pay sub consultants all undisputed retainage payments within ten (10) calendar days of completion of the work, regardless of whether the Firm has received any retainage payment from BCD-RTMA. The Firm shall not postpone or delay any undisputed payments owed sub consultants without good cause and without prior written consent of the BCD-RTMA. The Firm agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes. The Firm will not be reimbursed for work performed by sub consultants unless and until the Firm ensures that sub consultants are promptly paid for work, they have performed. Failure to comply with the provisions of this Section 14.2 may result in the BCD-RTMA finding the Firm in noncompliance with the DBE provisions of this Contract.

16. ENERGY CONSERVATION

Firm shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

17. ADA ACCESS

Firm 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. Firm 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.

18. NOTIFICATION OF LEGAL MATTERS AFFECTING THE FEDERAL GOVERNMENT

The Firm is required to promptly notify the BCD-RTMA of any current or prospective legal matters that may affect the BCD-RTMA 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 A – 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 BCDCOG 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 BCDCOG 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: _____