

Charleston Area Regional Transportation Authority (CARTA)



Re-Branding Request for Proposal

Charleston, South Carolina
Date: December 16, 2021

Due Date: January 20, 2022
Time: 3:00 P.M. EST

Receipt Location:
BCD Council of Governments
Attn: Jason McGarry
5790 Casper Padgett Way
North Charleston, SC 29406

**Request for Proposal
RFP # CARTA2021-03**

Sealed Proposals will be received until **3:00 P.M. EST, January 20, 2022** to the address listed on pg. 1. All qualified firms are invited to submit proposals to CARTA for the following: **Charleston Area Regional Transportation Authority (CARTA) Re-Branding**

Submittal: Proposals for this solicitation will be accepted until **3:00 PM EST on January 20, 2022**

Deadline for Questions or Clarifications: January 6, 2022 by 3:00 PM

E-Mail: jasonm@bcdco.com

Pre-Proposal Meeting: N/A

All proposals shall be submitted in a sealed package labeled as **CARTA2021-03: CARTA Re-Brand**". **The must mail one (1) original, one (1) digital and four (4) 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.

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 is funded in part by FTA and SCDOT. CARTA also receives local funding from farebox revenue and from the Charleston County 1/2 cent sales tax. Please visit our website www.ridecarta.com for additional information.

2. CHALLENGES AND CONSIDERATIONS

- Public transportation in the South has historically been disregarded and underfunded and, in turn, has missed out on decades of infrastructure investment. As such, CARTA, rightly or wrongly, has been perceived as underperforming by the general public.
- A new brand was recently established for Lowcountry Rapid Transit (<https://lowcountryrapidtransit.com/>) and the CARTA rebrand should take into consideration colors and other features of this work, though it does not have to be a direct extension.
- Respondents should include at least three branding examples with your submission

3. PROJECT GOALS

- Strengthen brand to make it more accessible and recognizable to broader audiences.
- Name recognition is very high for the organization. Determine what positive aspects can be utilized from the current name/logo, reflecting the organization's evolution to the more recent positive growth and position it for the next generation.
- Brand should continue to position the organization as a vital public service component for our communities and our region with a social mission and impactful services and programs; one of the essential foundational pieces for our functioning and growing area. Although the agency has had a checkered past, it has and continues to be one of the lead public transportation agencies in our state. The logo and branding should reflect that as well.
- Reintroduce organization's mission as deeply relevant and necessary.
- Center people and community, prioritizing diversity, equity, and inclusion.

- Create a fresh, accessible, and strong brand that cuts through the noise to appeals to the next generation riders, governmental partners and supporters.
- Refresh our logo, visual identity, and brand architecture to unify all current and future programs and services under one umbrella.

4. PROJECT SCOPE

- We are looking for a designer or design studio to create a bold and comprehensive visual identity to support the mission of the agency, including:
 - Establish a new visual identity
 - Utilize all relevant data compiled through the recent brand development process for LCRT. The target audiences are the same, LCRT will use CARTA equipment, drivers, etc., but for the most part the service will be positioned as a separate service from the main CARTA brand. CARTA and LCRT should share some level of commonality. It should be recognizable that there is a connection but not necessarily a direct extension.
 - Develop master brand logo and brand architecture.
 - Develop sample collateral (examples might include schedule brochures, letterhead, business cards, marketing tent, collateral template, PowerPoint template; TBD).

5. CREATIVE DELIVERABLES

- Brand Positioning
- Brand Identity
 - Logo/Wordmark
 - Key Colors
 - Additional Color Palette
 - Typefaces
 - Iconography
 - Photo style
- Brand Standards Document

It is important for us to have flexible and modular designs, style guides, and files that can be easily implemented and adapted in-house by graphic designer and marketing staff for a variety of uses.

 - Brand book or visual identity standards manual (with guidelines for fonts, colors, logo, specs, etc.)
 - Sample collateral templates (TBD)
 - Raw art files delivered (Adobe Creative Suite)

6. DIGITAL ASSETS

- Library of all graphic elements and files

7. PHYSICAL IMPLEMENTATION (Examples)

- Bus Stop Signage
- Bus Branding
- Printed Schedule Template
- Flyer/Poster Templates
- Letterhead
- Business Cards
- Other Elements as Identified

8. ADDITIONAL QUESTIONS

- What is your branding/rebranding process?
- Why do you think you are the best branding company for the project?
- Tell us about your leadership and creative team members.
- What makes you different from your competitors?
- Which of your team members will be doing the work?

9. SCHEDULE AND TIMELINE

- Include the proposed work schedule, timeline and deliverables resulting from each task outlined above.

10. PROPOSAL FORMAT

When submitting your Request for Proposal response, please provide details of your solution(s), how it will meet expected outcomes and respond to the following questions:

1. **Transmittal Letter:** A transmittal letter must be submitted with the proposal which shall include:
 - The RFP subject and solicitation number.
 - Name of the firm responding, including mailing address, e-mail address, telephone number, and name of contact person or persons.
 - The name of the person or persons authorized to make representations on behalf of the firm and enter into a contract.
2. Examples of current work (transit / transportation-related work a plus). These examples should include brands that the agency has created. The examples should contain examples of work done by personnel that will be assigned to this project.

3. Describe any prior engagements in which Proposer’s firm assisted with any other projects relating to brand image. Proposer should include all examples of work on similar projects as described in the Scope of Services. Proposer should provide the names, phone numbers, and emails of contact persons in the organizations for whom any projects referenced in this section were conducted. Proposer should include written references (letters or forms are acceptable) from previous clients attesting to the quality of work proposer cites in this section.
4. Describe any issue the characteristics of which would be uniquely relevant in evaluating the experience of Proposer’s firm to handle the proposed project.
5. Describe any relevant specialized knowledge in brand image.
6. The proposal should include a general project schedule with an estimated completion date to be determined by firm.
7. Detailed pricing file.
8. Signed certifications, signed addendum (if issued) and any other required signature pages.

11. SELECTION CRITERIA

Previous Experience (examples of similar work) / 20 Points - Experience of the firm with this particular type of project as described in the scope of services.

Proposed Solution and Functionality / 25 Points – Evaluation of the proposed solution specifically highlighting the specifications, security, functionality and compatibility in regards to the overall need.

Capability and Qualifications / 20 Points – The qualifications, experience and technical expertise of team members to be assigned to the project as specified in the proposal including Subs, and with particular reference to experience and technical quality on similar projects.

References / 10 points – References from other clients attesting to firms’ quality

Cost Proposal / 20 Points - Attach a separate sheet titled Cost Worksheet itemizing each item of cost.

DBE Participation / 0 or 5 Points – Evaluation shall be based on the participation of certified Disadvantaged Business Enterprises (DBE)

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.

12. 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.

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, A Debarment 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: _____