

Charleston Area Regional Transportation Authority (CARTA)



Transportation Network Company Request for Proposals

Charleston, South Carolina
Date: November 10, 2022

Due Date: December 15, 2022
Time: 3:00 P.M. EST

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

1.0 INTRODUCTION

The Charleston Area Regional Transportation Authority (CARTA) is seeking proposals for Transportation Network Company (TNC) providers for continuation of the system's demand-response service offering known as CARTA *OnDemand*. The service, which is available to seniors (55 years and older) as well as CARTA paratransit customers from 7:00 AM to 5:00 PM Monday through Friday, enables customers to take subsidized trips for any purpose within the *OnDemand* service area.

1.1 PROPOSAL SCHEDULE

Proposals shall be solicited and evaluated by the following schedule:

Publish/Release Solicitation _____ November 10, 2022
Deadline for Proposals _____ December 15, 2022 by 3:00 PM

A. Submission

One (1) digital, One (1) original, and four (4) copies (not in 3-ring binders) of the Proposal shall be submitted no later than 3:00 PM EST on December 15, 2022, to the following address:

BCD Council of Government
Attn: Jason McGarry, Procurement/Contracts Administrator
5790 Casper Padgett Way
North Charleston, SC 29406

Any proposals received after the scheduled deadline on the closing date will be immediately disqualified in accordance with CARTA policies.

Proposals shall be submitted in a sealed box or envelope that is labeled with the Respondents name and identified as containing a Proposal responding to RFP #CARTA2022-02: Transportation Network Company. Cost proposals shall be included in a separate envelope.

No oral, facsimile, telegraphic proposals or subsequent modifications to such proposals will be considered except as specified herein.

B. Addenda

In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all respondents who received or requested the RFP document from CARTA. Any Addenda issued MUST be signed and included with your proposal.

C. Proposal review process

The procurement of will be in accordance with CARTA and other applicable federal, state and local laws, regulations and procedures.

Proposals shall be submitted as set forth in this RFP. The selection committee will review and evaluate Proposals in accordance with the requirements and instructions contained in this RFP.

Following evaluation of the proposals, the Selection Committee may sub-select finalist who may be invited to participate in an interview, if necessary.

1.2 INSTRUCTIONS AND GENERAL CONDITIONS

A. Respondents Responsibility

Respondent 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 Respondent to acquaint itself with the existing conditions shall in no way relieve it of any obligation with respect to the proposal submitted by the Respondent to any contract resulting from this RFP.

B. Duty To Inquire

Should a Respondent find discrepancies or omissions in this RFP, or should the Respondent be in doubt as to the meanings, the Respondent 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 respondents 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. Respondents 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 Respondent 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. Confidential Information

All proposals received become the exclusive property of CARTA. At such time, as a Contract is agreed to by the contractor and the Board, all proposals submitted will become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which constitute confidential and proprietary information or trade secrets as those terms are used in S.C. Code Ann. §§ 11-34-410 and 30-4-40(a)(1) and which are so marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY." However, proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be released pursuant to a freedom of information request. CARTA shall not in any way be liable or responsible to any Respondent or other person for any disclosure of any such records or portions thereof, whether the disclosure is deemed to be required by law, by an order of a court, or occurs through inadvertence, mistake, or negligence on the part of CARTA or its officers, agents, or employees. Any legal costs associated with determination of what is excluded or included in a public records request is at the expense of the Respondent.

Offerors should not simply mark their entire proposal as Confidential or exempt from Freedom of Information Act. Doing so will result in CARTA's making an independent determination of confidentiality or exemption. CARTA further hereby disclaims any responsibility for any information which is disclosed as a result of Offerors such independent determination of confidentiality or exemption necessitated by the Offerors failure to properly follow this section.

F. Revisions to RFP

The 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 by the CARTA to all perspective Respondents who have requested or received copies of the RFP. Receipt of all addenda must be acknowledged in the proposals received by CARTA.

G. Withdrawal of Proposal

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

1.3 RESERVED RIGHTS/LIMITATIONS OF FUNDING

All Respondents are notified that 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 accordingly. CARTA makes no representations that any contract will be awarded to any Respondent responding to this RFP.

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

1.4 PROTEST PROCEDURES

Any prospective Respondent or contractor who is aggrieved in connection with the solicitation of a contract may protest to CARTA. Any such protest must be delivered in writing within five days of the issuance of the RFP. Or within five days of the amendment there to if the amendment is the issue. A protest must set forth all specific grounds of protest in detail and explain the factual and legal basis for each issue raised.

1.5 COST OF PROPOSAL PREPERATION

CARTA shall not be responsible for any cost or expense incurred for preparation of the proposal in response to this RFP. Respondent shall not include such expenses as a part of the price proposal. 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.

1.6 PROHIBITED INTEREST

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

1.7 TAXES

CARTA is a tax-exempt entity so they should be excluded from proposals. The Respondent should be aware that S.C. Code Ann. 12-8-550 requires withholding a percentage of payments made to certain

nonresidents conducting business in South Carolina. Inquiries concerning S.C. Code 12-8-540 should be addressed to Withholding Section, South Carolina Tax Commission, PO Box 125, Columbia, SC 29214.

1.8 NOTICE TO PROCEED

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

1.9 LABOR PROVISIONS

South Carolina is a right-to-work state. The successful Respondent shall be responsible for compliance with all applicable requirements of 49 U.S.C. 5333(b)

1.10 TERM

The term of the resulting contract shall be two (2) years with the option for three (3) annual renewals.

2.0 SCOPE OF WORK

The Charleston Area Regional Transportation Authority (CARTA) is seeking proposals for Transportation Network Company (TNC) providers for continuation of the system's demand-response service offering known as CARTA *OnDemand*. The service, which is available to seniors (55 years and older) as well as CARTA paratransit customers from 7:00 AM to 5:00 PM Monday through Friday, enables customers to take subsidized trips for any purpose within the *OnDemand* service area (Appendix A). This RFP is seeking TNC partnerships that will:

- Provide and enhance the outlined services, specifically, to receive, process, and accept ride requests via mobile app or telephone dispatch, and successfully provide trips for qualifying customers;
- Develop an improved customer experience by eliminating the need for advanced scheduling and providing direct access between destinations;
- Create a financially and operationally feasible service model for all stakeholders to have efficient and convenient access to services and good, and;
- Delivery upon the basic civil rights principles of equity and accessibility inherent in public transportation.

2.1 SERVICE TYPE

- A. For purposes of this Scope of Work, "Service" refers only to demand-response transportation service provided to program participants as qualified by CARTA.
- B. CARTA does not guarantee any minimum number of *OnDemand* trips.
- C. Customers will have the right to select their desired TNC provider.
- D. Contractor must provide demand-response service throughout the *OnDemand* service area (See map on Page 8).

2.2 GENERAL CONTRACTOR REQUIREMENTS

- A. Contractor proposals shall address how all requirements of this RFP shall be met.
- B. Contractor shall provide dedicated, qualified management personnel to ensure maintenance of a high standard of operations; ongoing communication with CARTA service planning staff; joint problem solving and innovative solutions for continuous improvement and adherence to the requirements of the Contract and all CARTA policies, procedures, and standards. Contractor shall also be required to demonstrate compliance with all applicable Federal, State, and local laws and regulations (including, but not limited to, the Federal Transit Administration (FTA).
- C. Contractor shall act in full compliance with Title VI of the Civil Rights Act of 1964 and ensure that no person shall be excluded, on the grounds of race, color, or national origin, from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity. This shall include taking steps to provide meaningful access to programs and services for people with limited English proficiency.
- D. Contractor shall act in full compliance with the Americans with Disabilities Act (ADA) and ensure that no person shall be discriminated on the basis of having a disability.
- E. Contractor shall outline guidelines for operators related to background checks, drug and alcohol testing, driver training and sensitivity training.
- F. Contractor shall be responsible for the compliance of subcontractor staff with the requirements of this Contract, if Contractor chooses to use subcontractors, including, but not limited to, companies, partnerships, and independent contractors, to fulfill any of the requirements of this Contract.
- G. If the Contractor chooses to use a subcontractor for all or a portion of this service, the subcontractor must provide all the deliverables that are required from the Contractor.

2.3 VEHICLE OPERATORS

- A. Contractor shall provide a sufficient number of qualified, responsible, courteous, and properly trained vehicle operators to provide trips agreed upon by Contractor and CARTA.
- B. Contractor may deliver Service by utilizing its own fleet and employees. Contractor may also subcontract with other transportation companies, vehicle providers, or Vehicle Operators.

2.4 VEHICLES

- A. At a minimum, vehicles shall meet:
 - South Carolina safety inspection requirements.
 - South Carolina vehicle insurance requirements.
 - All requirements of Section 58-23-1610 of the South Carolina Code of Laws

2.5 SERVICE DELIVERY

- A. CARTA shall be able to take action regarding the following elements of Contractor's Service (preferably instantly through a self-service portal):
- Geographical boundaries on Contractor trip origins and destinations. These boundaries may be changed by importing spatially-reference data files created by CARTA.
 - The days and hours of the day during which *OnDemand* service is offered
 - Ability to limit number of trips available to individual customers per month
 - Customer suspensions or removal from program
 - Ability to change the amount of subsidy given based on what rider group the customer belongs to (i.e. different benefit levels for seniors and paratransit customers – See *Section F - Payment Rules and Procedures*)
- B. Contractor software and in-vehicle technology shall enable vehicle operators to:
- Record and report vehicle arrival and departure times, customer pick-up times, and drop-off times, and origin and destination locations
 - Follow real-time, turn-by-turn instructions and routing
 - Contact Customers
 - Report incidents, accidents, or any service disruptions
 - Offer an option for CARTA staff to manually book trips for customers via an online portal
 - Contractor Software shall allow Customers to self-schedule trips using either Contractor's smartphone application, web site, or by calling CARTA customer service number
 - Contractor Software shall allow Customers to self-schedule trips for same-day service
- C. Trip Routing Guidelines
- Contractor shall ensure that trips do not deviate from the origin and destination initially provided for the trip.
 - Contractor shall ensure that their trip routing guidelines are transparent and easily accessible for the Customer to review and understand
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- D. Accessibility and Level of Service
- The Vehicle Operator shall assist with mobility aid securement and passenger restraint systems as needed. The Vehicle Operator shall not lift or carry the Customer
 - Vehicle Operator shall accommodate Customers' mobility equipment (e.g., canes, walkers, foldable wheelchairs) if such equipment can fit within Contractor's vehicle's trunk
 - Vehicle Operator is not expected to carry the Customers personal items (e.g. groceries, luggage, etc.), however if an operator chooses to assist consistent with CARTA's OnDemand Operating Procedures Manual
 - Vehicle Operator shall allow time for the Customer to load and unload their personal items
 - Vehicle Operator is not expected to provide door-to-door service, but rather curb-to-curb service
 - Vehicle Operator should never enter a customer's residence
 - Vehicle Operator should make a verbal confirmation of the drop off address, specifically for visually impaired Customers
 - Vehicle Operators shall not solicit gratuity

- Vehicle Operator shall allow service animals
 - Vehicle Operator shall allow one (1) Personal Care Attendants (PCAs) per qualified customer.
- E. Customer Sign-up Process
- After a customer has applied and has been approved for service, CARTA staff shall be able to automatically apply *OnDemand* trip access to the customer's existing user account with the Contractor.
- F. Payment Rules and Procedures
- CARTA shall assign an *OnDemand* Benefit Level to each Customer enrolling in the program. Each *OnDemand* Benefit Level sets a corresponding:
 - i. Base Customer Co-Pay, which sets the minimum amount the Customer, will pay for each allowed trip type. For example, the *OnDemand* program will require a customer Co-Payment of \$4 per trip.
 - ii. Maximum CARTA Subsidy, which sets the maximum amount CARTA will contribute towards any total trip cost. For example, a maximum CARTA Subsidy of \$21 would mean that for a trip that costs \$28, CARTA would pay \$21, and the Customer would pay \$7 (\$4 Base Co-Pay plus the amount in excess of \$21).
 - iii. Number of trips available to the Customer per month.
 - iv. Benefit levels will be specified in contract.
 - Contractor shall apply the standard service rates for trips.
 - Contractor shall charge the Total Customer Co-Pay (i.e., the Base Customer Co-Pay plus any Co-Pay Overage) to the Customer's payment method the Customer provided to the Contractor.
 - Contractor shall charge CARTA for the Subsidy that corresponds with the customer's established Benefit Level.
 - Contractor shall indicate whether or not rates are subject to dynamic pricing (aka surge pricing) and, if they are, provide details regarding influencing factors and method of calculating rate fluctuations.
 - Contractor should offer unbanked customers a method of paying for trips that does not involve using a debit card or credit card.

2.6 CUSTOMER SUPPORT

- A. Contractor shall, at a minimum, provide Customers an e-mail address, or secure and accessible web portal, for the submission of Customer support, inquiries, lost and found, fare disputes or complaints regarding its Service. Contractor may further provide a phone number that Customers may call for this purpose.
- B. CARTA shall provide a dedicated e-mail address and dedicated phone number for the submission of Customer support inquiries or complaints regarding the Contractor's Service.
- C. CARTA shall attempt to answer all Customer inquiries regarding Contractor's performance in providing *OnDemand* service.
- D. CARTA shall respond to all Customer inquiries regarding Customer eligibility for *OnDemand* service, the sign-up or opt-in process for receiving these trips, as well as general information regarding the reservations and scheduling procedures.

- E. Contractor shall make all reasonable attempts to answer all Customer inquiries it receives regarding the Service and inform CARTA of such inquiries and resolution thereto.
- F. CARTA and Contractor shall redirect any inquiry that it is unable to resolve on its own to the other party. within 48 hours of receipt, advising the customer that the comment has been redirected.
- G. Contractor shall answer all Customer support inquiries within 72 hours of receipt, whether the inquiry is sent directly by the Customer, or forwarded to Contractor by CARTA.
- H. Contractor must make every effort to address lost and found items within 24 hours.
- I. Contractor shall provide necessary technical assistance within 24 hours of any request for support, including requests.

2.7 COMPLAINTS

- A. CARTA shall monitor Customer feedback on an on-going basis. As part of this effort, CARTA distinguishes between Complaints and Issues. CARTA shall track and monitor the number and resolution of Issues for each selected Contractor.
- B. For any Complaint or Issue that CARTA assigns to Contractor, Contractor shall ensure expeditious investigation and equitable resolution, including gathering all the necessary information and conducting phone interviews.
- C. If Contractor receives a Complaint directly from a Customer, the Contractor shall not take the Complaint and instead shall notify Customers that their Complaints must be filed with CARTA to ensure that they are fully addressed.
- D. CARTA shall review the Issue Response within three business days of receipt and, if adequate, will send approval to Contractor. If approval is denied, Contractor shall conduct additional Investigation and refinement of the Issue Response and resubmit to CARTA for approval.
- E. CARTA reserves the right to change the Complaint process and procedures.

2.8 TRIP DATA AND REPORTING

- A. Contractor shall provide CARTA staff with access to *OnDemand* Trip Reports that are exportable for custom time ranges as .CSV or .XLSX file. These trips reports should, at a minimum, include:
 - Customer first and last name as well as a unique customer identification number
 - Trip date and day of week
 - Trip request time
 - Pick-up location (specified to, at a minimum, five-digit latitude/longitude and zip code)
 - Drop-off location (specified to, at a minimum, five-digit latitude/longitude and zip code)
 - Estimated Time of Arrival (ETA) (specified as the estimated elapsed time between the Customer submitting the request for an On-Demand Trip and the anticipated pick-up time, to the nearest minute) in standard time

- Actual pick-up time (specified as the time of vehicle arrival at pick-up location, to, at a minimum, hours and minutes local time)
- Actual drop-off time (specified as the time of vehicle arrival at drop-off location, to, at a minimum, hours and minutes local time)
- Trip Distance in Miles
- Trip Duration in Minutes
- Customer Benefit Level
- Total Trip Cost
- Amount Charged to Customer
- Amount Charged to CARTA

B. Monthly Invoices to CARTA must be accompanied by a Trip Report for the corresponding month

2.9 REIMBURSEMENT

- A. CARTA will reimburse Contractor only after receipt of the monthly operating reports and monthly invoice.
- B. Contractor shall submit invoices and reports by the 10th business day of the following month.
- C. CARTA will reimburse the Contractor on net 30-day terms, pending verification of the data submitted.

3.0 SELECTION CRITERIA/SCORING PROCESS

The following criteria will be used in evaluating the proposals:

Scope/Approach (35%) – How the firm responds to the items in the RFP. Does the project proposal demonstrate a clear understanding of the project and the needs of CARTA? Will the firm be able to provide all the services described in the Scope of Work. Does the approach to the project demonstrate an excellent understanding of the project?

Previous Experience (35%) – Has the firm been involved in any other projects similar to this project? Are the firm’s previous clients satisfied with the quality of the work product on similar projects? References are needed.

Schedule (10%) –Is there a sufficient number of staff available to meet the project needs?

Cost (15%) - *The cost proposal shall be included in a separate package from the proposal.*

DBE Participation (5%) - The extent to which the prospective Consultant/Consulting Team includes DBE participation

4.0 FEDERAL CONTRACT CLAUSES

1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES
 - (a) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a

party to the contract and shall not be subject to any obligations or liabilities to the Purchaser Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Contractor 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 subcontractor who will be subject to its provisions.

2. FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD

(a) 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 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 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.

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

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

3. ACCESS TO 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 subcontractor 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 subcontractor, involving transactions related to the subcontractor. 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

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of 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 Contractor when it is in the Recipient's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Recipient to be paid the Contractor. If the Contractor has any property in its possession belonging to the Recipient, the Contractor will account for the same, and dispose of it in the manner the Recipient directs.

b. Termination for Default

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

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 Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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 Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 ET SEQ. (which implement Executive Order No 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race,

color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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 Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

7. DISADVANTAGED BUSINESS ENTERPRISES

The Department of Transportation of the United States Government has, as a matter of policy, determined that grantees and their contractors shall endeavor to expend project funds with qualified disadvantaged business enterprises, as subcontractors, 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 contractors 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 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 Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- (c) The prime contractor is required to pay each subcontractor 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-contractors 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 Contractor 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 Contractor 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, CARTA 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. Contractor agrees this affirmative notification provision will apply to subcontractors 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 contractor is required to verify that none of the contractor, 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 contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its proposal, the proposer certifies as follows:

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 Contractor mails or otherwise furnishes a written appeal.

- a. Performance During Dispute - Unless otherwise directed by Recipient, Contractor 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 Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which 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 Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply 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 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

13. CLEAN WATER

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

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

14. VETERANS PREFERENCE

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

16. SEISMIC SAFETY

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

17. ENERGY CONSERVATION

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 federal Energy Policy and Conservation Act.

18. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. section 502 note, and to comply with FTA Notice, "National ITS Architecture Policy" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other Federal requirements that may be issued.

19. ADA ACCESS

The Consultant 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. Consultant 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.

20. SAFE OPERATION OF MOTOR VEHICLES REQUIREMENTS

In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third-party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third-party subcontract involving the project.

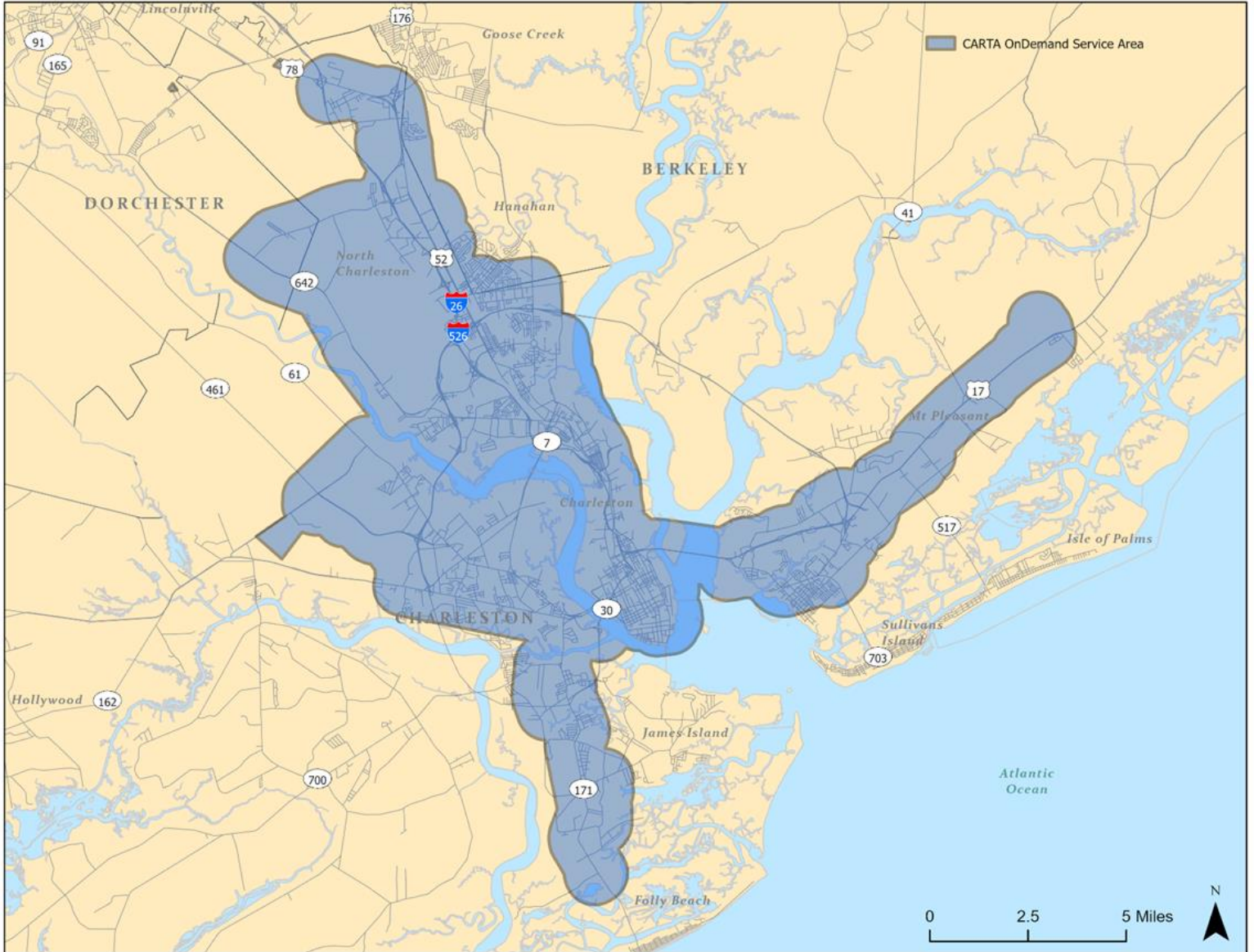
Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer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

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

21. 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 A – SERVICE AREA



APPENDIX B

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.

Item/Service:

Cost:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Receipt of Addendum (if any)

1. _____
Authorized Signature
2. _____
Authorized Signature

PROPOSAL COVER SHEET

Legal Name of Organization _____

Authorized Signer: _____

Title: _____

Mailing Address: _____

Physical Address (If Different): _____

Telephone Number: _____

Fax Number: _____

Contact Person Name: _____

Contact Person Title: _____

Entity Type: Corporation Sole Proprietor

Partnership Other

Is Responder a HUB? Yes No

Certifying Agency: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(To be submitted with all bids or offers exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE _____

TITLE _____

COMPANY _____

DATE _____

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify (Name and title of official)

On behalf of _____ that: (Name of Bidder/Company Name)

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

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

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

Name of Bidder/Company Name _____

Type or print name _____

Signature of Authorized representative _____ Date ____/____/____

Signature of notary and SEAL _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred
 2. Suspended
 3. Proposed for debarment
 4. Declared ineligible
 5. Voluntarily excluded
 6. Disqualified
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or
 3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 1. Equals or exceeds \$25,000,
 2. Is for audit services, or
 3. Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier contractor and subcontractor:
 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TRAMS-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____
Signature of Authorized Official _____ Date ____/____/_____
Name and Title of Contractor's Authorized Official _____

Disadvantaged Business Enterprise (DBE) Certification

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

_____ Yes _____ No

If no, has your firm been certified by any other US State, Territory or Protectorate as a Disadvantaged Business Enterprise?

_____ Yes _____ No

If yes, attach copy of current certification letter.

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge

Firm/Organization: _____

Signature: _____

Name & Title: _____

Date: _____