

Charleston Area Regional Transportation Authority (CARTA)



Transportation Network Company Request for Proposals

Charleston, South Carolina
Date: April 20, 2020

Due Date: May 18, 2020
Time: 3:00 P.M. EST

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

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Charleston Area Regional Transportation Authority

PUBLIC NOTICE: CARTA2020-03

The Charleston Area Regional Transportation Authority (CARTA) is soliciting Proposals for the provision of an innovative solution that will provide a subsidized Transportation Network Company (TNC) alternative for the CARTA customer as part of a pilot. The response will help test and refine CARTA's ability to seamlessly integrate TNCs into the menu of transportation options available to our customers. This service would cover a designated area with one end of the trip connecting to or from the Charleston Medical District on the Peninsula, Monday through Friday, between the hours of 9 AM and 5 PM to or from anywhere on the Peninsula

Accordingly, while this RFP provides certain minimum criteria, responding entities should design their submissions to create the most convenient, sustainable, and attractive option for customers, the CARTA, TNC providers, and drivers.

The deadline for respondents to submit written questions is **3:00 PM on May 4, 2020**. All written questions shall be sent to jasonm@bcdcog.com and will be answered in a written addendum and posted on www.ridecarta.com

The deadline for receipt of proposals is **3:00 P.M. on May 18, 2020**.

All Proposal responses should be mailed or delivered to:

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

*Note: The deadline shown above 3:00 P.M. on **May 18, 2020** is extremely important. The completed proposal must have been physically received on or prior to that deadline. If you plan to have your proposal delivered other than by personal delivery, please remember that even though the proposal may be postmarked prior to the deadline, if it is not received by the deadline time and date, it absolutely cannot be considered. Proposals that do not include all required Addendum and any required documents absolutely cannot be considered.*

1.0 INTRODUCTION

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

CARTA provides public transportation services within the member jurisdictions, with the authority to determine scope (routes, equipment, and facilities) and standards of the service to be provided. CARTA is subject to the regulations of the US Department of Transportation (DOT), Federal Transit Authority (FTA), South Carolina Department of Transportation (SCDOT), and federal, state and local laws.

1.1 PROPOSAL SCHEDULE

Proposals shall be solicited and evaluated by the following schedule:

Publish/Release Solicitation _____ April 20, 2020
Deadline for Written Questions _____ May 4, 2020 by 3:00 PM
Deadline for Proposals _____ May 18, 2020 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 May 18, 2020, 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 #CARTA2020-03: Transportation Network Company.

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

Contract Duration	Number of Options	Months
Initial Duration		Up to Six-months
Renewal Options	One-Year Terms	Twelve-months

2.0 SCOPE OF WORK

2.1 GENERAL SCOPE OF WORK PROVISIONS

CARTA is seeking to procure one or more transportation solutions for the provision of both non-ADA and ADA TNC services to existing and new CARTA customers who are or would be currently served by paratransit and/or are over the age of 55. Solutions would allow a customer to use a TNC provider within the defined service zone. Partial solutions may be considered as well. Proposals will be reviewed based on the scope and span of their coverage.

This RFP is looking for an innovative use of non-dedicated TNC vehicles that:

- Provide and enhance the outlined services, specifically, to receive, process, and accept ride requests via mobile app or telephone and dispatch, and provide and successfully complete rides for qualifying riders;
- Develops an improved customer experience and provides broader and more convenient access between home and medical destinations;
- Reduces overall costs to CARTA by creating a financially and operationally feasible service model for all stakeholders included, and;

- Continues to deliver upon the basic civil rights principles of equity and accessibility inherent in public transportation;
- Contains the ability to house secure data and personal information of customers.

Additionally, the new services shall:

- Possess a payment system that seamlessly subsidizes TNC trips and includes banked and unbanked riders;
- Develop a clear methodology to convert trips from CARTA fixed-route and paratransit services;
- Accept credit or debit card or prepaid card payment through a mobile phone app based reservation process;
- Create strong, long-lasting partnerships within the TNC, technology, and payments industry;
- Possess trained and qualified operators and have the ability to provide training as needed

The proposed solution should strive to create a customer experience as similar as possible to one on a taxi/TNC provider under traditional use. The exact format of that solution is for the Respondent to decide although an end-to-end solution is preferable. Even though this is marketed specifically to paratransit customers and/or customers over 55 making trips to or from the Medical District, the solution or parts of it must consider all customers, including non-smartphone users, non-tech savvy users, customers with limited or no internet access, customers without direct access to financial institutions, and customers along the full spectrum of disabilities including both physical and intellectual disabilities.

With this program, CARTA expects to enhance transportation services by:

- Removing necessity for advance reservation;
- Providing a new, less expensive service option for CARTA; offering more capacity for the same costs through increased efficiency;
- Offering new amenities including a phone app for on-demand trip requests, vehicle tracking, and alternative payment options OR means of integrating into existing apps;
- Improving quality of life for customers with broader and more convenient access to medical facilities.

In addition to optimizing the customer experience, the solution should also take into consideration all of the following points of view:

- TNC Companies – system should have the capacity for these trips. Ease of integration and implementation will be key.
- TNC Drivers – Respondents will be responsible to provide adequate training to drivers or have them already trained in how to operate.
- Customers – system should be simple, easy to learn/use, and compatible with accessibility features.
- CARTA – system must be scalable, easy to implement and manage, and require little administrative oversight.

The Respondent's solution would allow CARTA to apply controls to the program that at a minimum cover:

- Ability to cap number of trips available over a month for all customers over 55 in age, unless they are paratransit users, which would give them unlimited trips in each month to or from the Medical District. Non-paratransit users under 55 in age and customers under 55 in age, unless they are paratransit users, are ineligible from the program.
- Geofencing or other method to limit trip origins and destinations
- Customer suspensions or removal from program
- Time constraints
- Payment structure (both subsidy and co-payments)

Other items are not mandatory, but could be considered advantageous:

- Automatic enforcement of program policies (e.g., removal from program if certain conditions are met/not met):
- Ability to easily adjust payment structure for the entire population or for subgroups of the population;
- Ability for customers to keep taking trips at an unsubsidized rate after the limit of subsidized trips for a given period of time has been achieved;
- Document any trip refusals;
- Have vehicles with ADA capable features in their fleet, such as wheelchair accessibility and acceptance of service animals.

2.2 BACKGROUND

The 2018 American Community Survey data shows approximately 8,200 Peninsula residents are 55 or over and that 2,500 households have one or more disabled persons. The TNC pilot would serve customers aged 55 and over as well as Tel-A-Ride eligible customers as long as one leg of a trip connects to or from the Medical District. Please see Appendix B for a detailed map. Most trips are also 1-3 miles in length. Customers 55 and older utilizing the service and approved paratransit customers would receive a subsidy for no more than 20 trips per month providing connections to or from the Medical District. There would be no cap for Tel-A-Ride customers

2.3 TRIP PAYMENT AND PROVISION

Customers should be allowed to choose among any TNC providers serving the area. TNC companies must be legally authorized to operate within their designated areas and dispatch agreements should not violate any regulation. Partnerships may or may not include CARTA support; nonetheless, a solution that reduces administrative support from the CARTA is preferred.

The Respondent will be responsible for communicating the number of eligible trips remaining for those non-paratransit, qualified customers. Ability to check this without direct interaction with CARTA or Respondent is ideal.

Eligible trips will have one payment source. The passenger would use any available payment method (debit card, credit card, or cash). For each eligible trip, the customer would pay the difference of any cost beyond the subsidized amount.

2.4 POST TRIP

- Payment – Since a portion of each customer’s trip is self-funded, and CARTA will also provide payment, please explain how you envision this process occurring.
- Accuracy – How will the driver/customer/CARTA confirm that the correct value was charged?
- Adjustments – How will the driver/customer/CARTA have the fare/payment adjusted if done incorrectly?
- Communication – Describe your planned communications with customers during the course of the pilot – keeping in mind customers with limited means of communication.

2.5 OVERSIGHT

- Feedback – What steps or actions should a customer take to register a complaint/compliment?
 - Explain the different methods a customer can use to contact you after a trip is completed.
 - Identify how you propose providing this information to CARTA.
 - Please also provide your average and minimum customer response and resolution time.
- Reporting – What metrics and performance measure results would be received each month? Please keep in mind that a goal of this pilot is to understand how the customer’s service is improving and whether offering our customers supplemental TNC options can lower individual and overall customer costs.
 - Some minimum metrics include:
 - Miles
 - Trip Cost
 - Number of trips
 - For ADA qualified
 - By age (over 55)
 - Wheelchair

3.0 SELECTION CRITERIA/SCORING PROCESS

The following criteria will be used in evaluating the proposals:

1. **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?
2. **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.
3. **Schedule (10%)** –Is there a sufficient number of staff and inventory available to meet the project needs?
4. **Cost (15%)**

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

4.0 FEDERAL CONTRACT CLAUSES

No Federal Government Obligation to Third Parties

CARTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation 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 the Recipient, 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 the FTA. It is further agreed that the clause shall

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 A-55 to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above 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

Contractor agrees to provide CARTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. ' 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. ' ' 5307, 5309 or 5311.

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

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

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 with 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 2013Lit, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CARTA requests which would cause CARTA to be in violation of the FTA terms and conditions.

Debarment and Suspension

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

Buy America

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

Resolution of Disputes, Breaches, or Other Litigation

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CARTA. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director of CARTA. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

Lobbying

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering A-48 into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Clean Air

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

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

Clean Water

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to CARTA and understands and agrees that CARTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

The Contractor agrees:

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

Prompt Payment to Subcontractors

- 1) The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than five (5) business days after the Contractor has received payment from the Authority.
- 2) In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than fourteen (14) business days after the Subcontractor has, in the opinion of the VP Construction, satisfactorily completed its portion of the Work.

- 3) A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval.
- 4) The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- 5) The Authority will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the Authority of lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. Prime Contractors must submit a prompt payment affidavit, (form to be provided by the Authority) which identifies each subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such subcontractor, with every payment request filed with the Authority, except for the first payment request, on every contract with the Authority. (See below for *Prompt Payment Affidavit* developed by CTA).
- 6) Failure to comply with these prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

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 Energy Policy and Conservation Act.

National Intelligent Transportation Systems Architecture and Standards.

To the extent applicable, the Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing

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 amendment.

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: _____

APPENDIX A

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)

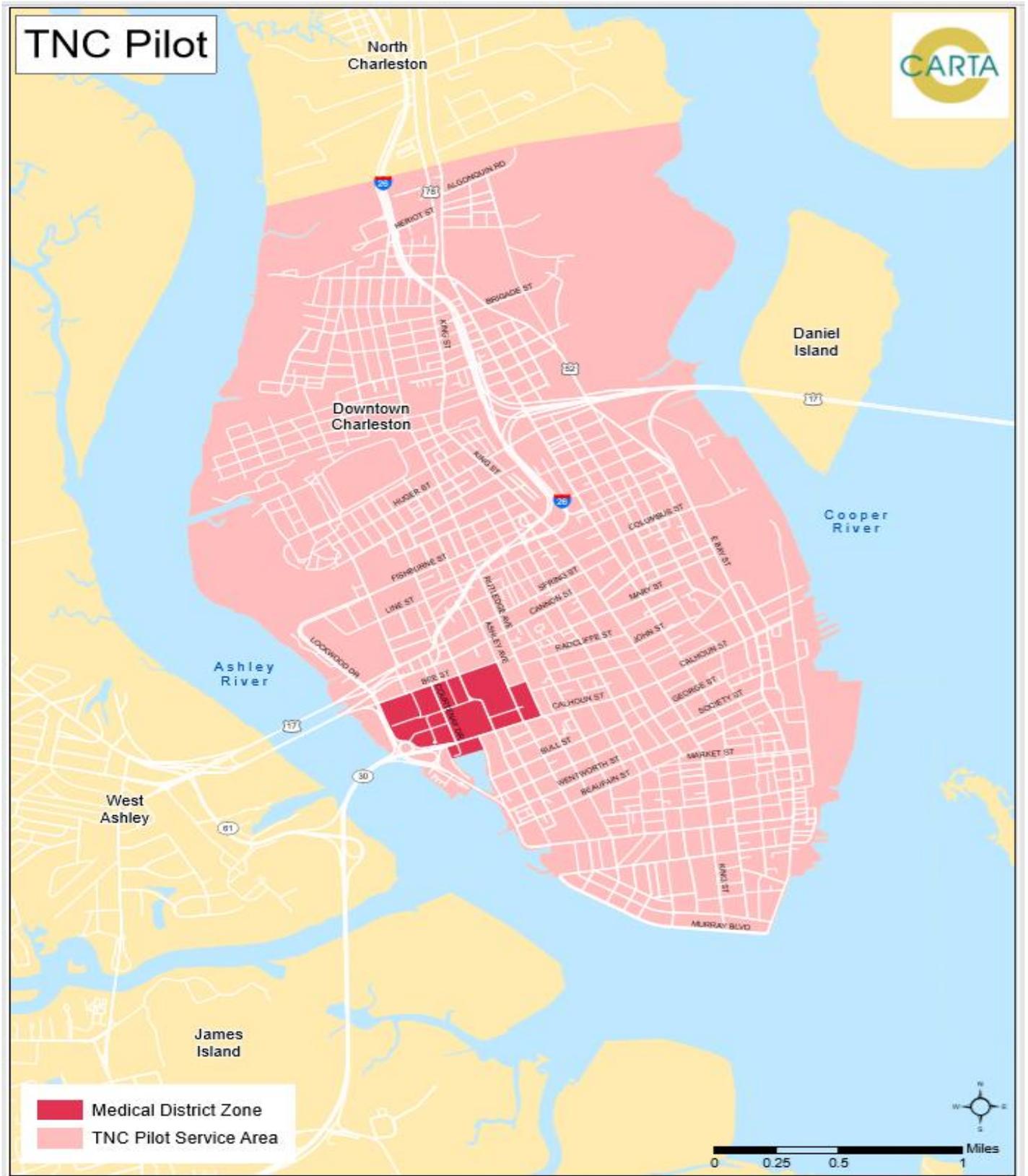
1. _____

Authorized Signature

2. _____

Authorized Signature

APPENDIX B



ATTACHMENT C
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 _____

State of _____

County of _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public _____

My Appointment Expires _____