



## **Regional Transportation Infrastructure Website Request For Proposal**

Charleston, South Carolina  
Date: December 16, 2021

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

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

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**Request for Proposal  
RFP # COG2021-06**

**Sealed Proposals** will be received until **3:00 P.M. EST, January 20, 2022** to the address listed on pg. 1. All qualified firms are invited to submit proposals to BCD Council of Governments for the following: **Regional Transportation Infrastructure Website**.

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

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

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

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

All proposals shall be submitted in a sealed package labeled as “**COG2021-06: Regional Transportation Infrastructure Website**”. **The must mail one (1) original, one (1) digital and four (4) hard copies of the final submittal** to the receipt location on the cover page.

Any revisions to this Request for Proposal will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the RFP will be posted on the BCD Council of Governments website at: <https://www.bcdkog.com/procurement/>  
**All Firms should consult this website for updates before submitting proposals.**

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

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

**Proprietary and/or Confidential Information**

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

**Required Certifications**

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

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## **1. INTRODUCTION**

The Berkeley-Charleston-Dorchester Council of Governments (BCDCOG) is a regional agency, which serves a three-county area in South Carolina. BCDCOG offers a wide variety of planning, economic development and social services in order to aid in the orderly growth and development of the area. The BCDCOG's primary objectives are to assist local governments develop local and regional plans within the tri-county region, as well as providing local governments with planning and technical support to improve the quality of life in the region. Please visit our website <http://bcdco.com/> for additional information.

## **2. BACKGROUND**

The Berkeley-Charleston-Dorchester region features scores, if not hundreds, of ongoing and planned infrastructure projects. However, finding an online resource to easily access comprehensive information about these important efforts is no easy task. The challenge stems largely from the fact that many different government entities and agencies oversee projects, which at times, results in information silos.

BCDCOG seeks to create a comprehensive regional online transportation infrastructure hub that brings together and features data, details, and information about past, current and ongoing infrastructure projects in the region

## **3. SCOPE OF WORK**

The selected Firm shall design a Regional Transportation Infrastructure Website that is interactive, visually appealing, functional, engaging, easy to navigate, and simple to maintain.

The website shall include:

- Interactive map of regional projects
- Google trip planning interface
- Information related to project funding source breakdowns and oversight

Project Setup:

- Planning and information architecture development
- Collaborative planning sessions with BCDCOG staff
- Server/Hosting/DNS environment setup
- Code repository setup
- Search engine optimization (SEO) planning
- Concept design

Project Launch:

- Includes pushing files, training admins, final debugging etc.

## Post-Launch Tasks

- **Ongoing Maintenance & Support.** Firm will provide ongoing technical support and assistance on an as-needed basis for a period of one year. Firm and BCDCOG may, by mutual agreement, extend the Ongoing Maintenance and Support Obligation for up to four additional one-year terms. Firm shall indicate its typical response rate for problems or fixes, as well as its on-going, hourly rate such services. Nothing contained herein shall obligate BCDCOG to utilize Firm’s services for on-going work on the website, or prevent BCDCOG from purchasing website services from another person or entity.

## Key Assumptions

- Firm has expertise and access to GIS mapping software
  - Representative Samples of Mapping:
    - <https://cdmsmith.maps.arcgis.com/apps/MapSeries/index.html?appid=85395b08013c44c196d979a3171469bc>
    - <https://buildingberkeley.com/>
    - <https://gisccweb.charlestoncounty.org/ProjectViewer/>
- The site will also link to numerous other agency and project-specific websites
- Website will use BCDCOG branding standards

## 4. PROJECT MANAGEMENT

The selected Firm shall provide project management services to oversee and ensure successful completion of the project on schedule and within budget. Specific tasks and deliverables include, but are not limited to, the following:

1. **Project Kick-off Meeting.** Within ten (10) calendar days of award notice, Selected Firm will meet with BCDCOG staff to validate scope and schedule as well as discuss communications, objectives and other matters regarding the work described herein.
2. **Schedule and Timeline.** Please include the proposed work schedule, timeline, and deliverables resulting from each task outlined in the project scope section.

**Soft Launch.** The Firm shall exercise commercially-reasonable efforts to test the website and to make sure the website is fully functional on all devices and major Internet browsers (including Chrome, Firefox, and Internet Explorer). A “soft launch” period of at least 7 days should be utilized for review and testing to identify issues or problems and make changes. The site should not be live during the soft launch and the soft launch will not be accessible to the public.

**Public Launch.** The website should be launched for use by the public only after the final development of the website is reviewed and approved by BCDCOG, and any issues identified during the soft launch period are resolved. The Public Launch shall be subject to BCDCOG’s final approval.

## **5. RIGHTS OF DELIVERABLES, DATA AND INTELLECTUAL PROPERTY**

BCDCOG content, including all data, marketing materials, images, pre-existing trademarks, text, and any other materials owned by the BCDCOG, shall remain the sole property of BCDCOG.

Firm shall provide BCDCOG with a written list of any and all third-party materials, including any proprietary data, scripts, coding, templates images, or other materials owned by third parties, that may be required to perform the services contemplated herein or will otherwise be integrated into the website. Such list shall include information with respect to the owner(s) of the third-party materials, the source of such third-party materials, and the location on the website where the third-party materials are used.

If the use of any listed third-party materials requires a license, Firm shall inform BCDCOG of any need to license such third-party materials, and Firm shall have sole responsibility for obtaining any necessary licenses of third-party materials and transferring such licenses to BCDCOG. Firm will indemnify BCDCOG from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of Firm's failure to inform BCDCOG of any third-party materials, the need for licenses for any third-party materials, or the failure to obtain such licenses.

Upon the Public Launch of the website, Firm assigns to BCDCOG all right, title, and interest, including without limitation copy right and intellectual property rights, to the website and all materials which form any part of the final webpage, with the exception of third-party materials as stated above.

## **6. PROPOSAL FORMAT**

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

1. **Transmittal Letter:** A transmittal letter must be submitted with the proposal which shall include:
  - The RFP subject and solicitation number.
  - Name of the firm responding, including mailing address, e-mail address, telephone number, and name of contact person or persons.
  - The name of the person or persons authorized to make representations on behalf of the firm and enter into a contract.
2. At least three (3) examples of current work (transit / transportation-related work a plus). These examples should include websites that the agency has created. The examples submitted must contain examples of work done by personnel that will be assigned to this project.
3. Contact names, email addresses, and telephone numbers of up to three (3) clients that may be contacted as references, for which similar services have been provided as referenced in this request for proposal.
4. Complete resumes of key personnel proposed for assignment to the project shall be included.

5. Signed certifications, signed addendum (if issued) and any other required signature pages.

## 7. SELECTION CRITERIA

**Previous Experience (examples of similar work) / 20 Points** The technical and creative soundness of the Firms stated approach to the project, the comprehensiveness of the proposed approach, and the methodology/techniques to be used.

- Proposal should outline the type of deliverables anticipated over the course of the project

**Proposed Solution and Functionality / 30 Points** – Evaluation of the proposed solution specifically highlighting the specifications, security, functionality and compatibility in regards to the overall need.

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

**Cost Proposal / 25 Points** - Attach a separate sheet titled Cost Worksheet itemizing each item of cost per year for a total of five (5) years.

- Worksheet should include a separate category for all possible fees broken down for each year. For example: Software cost (one time/implementation); Software cost (per year); Hardware cost, warranty and/or maintenance fee (per year); training fee; installation fee; cost for each optional feature, if any; and any other associated costs not already listed above.
- Provide a breakdown by capital and annual operating costs over the 5-year contract period, which includes any additional partners required
- Provide a breakdown of any integration costs related to supporting the system.

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

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

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

## 8. INSTRUCTIONS & GENERAL CONDITIONS

### **A. Firms Responsibility**

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

## **B. Duty to Inquire**

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

## **C. Signature Requirements**

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

## **D. Waiver**

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

## **E. Revisions To RFP**

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

## **F. Withdrawal of Proposal**

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

## **G. Reserved Right**

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

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



interviews.

**H. Prohibited Interest**

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

**I. Notice to Proceed**

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

**J. Labor Provisions**

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

**K. Protest Procedures**

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

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

**L. Cost of Proposal Preparation**

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

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

## 9. COST PROPOSAL

Attach a separate sheet titled Cost Worksheet itemizing each item of cost per year for a total of five (5) years.

- Worksheet should include a separate category for all possible fees broken down for each year. For example: Software cost (one time/implementation); Software cost (per year); Hardware cost, warranty and/or maintenance fee (per year); training fee; installation fee; hosting fe; cost for each optional feature, if any; and any other associated costs not already listed above.
- Provide a breakdown by capital and annual operating costs over the 5-year contract period, which includes any additional partners required
- Provide a breakdown of any integration costs related to supporting the system.

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

### **No Federal Government Obligation to Third Parties**

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

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

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

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

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

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

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

### **Changes to Federal Requirements**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreements between BCDCOG 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**

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

If the Contract is terminated in whole or in part for default, BCDCOG 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 BCDCOG 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 BCDCOG.

The rights and remedies of BCDCOG 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**

BCDCOG 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. BCDCOG shall pay all outstanding balances scheduled for payment for charges incurred prior to the effective date of suspension.

If this Agreement is terminated by BCDCOG for convenience, BCDCOG 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 BCDCOG deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

### **Incorporation of FTA Terms**

This Agreement includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in this Agreement. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 2013, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any BCDCOG requests which would cause BCDCOG 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 BCDCOG. 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 BCDCOG. 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 BCDCOG, 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 BCDCOG and understands and agrees that BCDCOG 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 BCDCOG and understands and agrees that BCDCOG will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

The Contractor agrees:

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

### **Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

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

### **ADA Access**

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

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

The contractor is required to promptly notify the BCDCOG of any current or prospective legal matters that may affect the BCDCOG 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 subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.



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

### **Certificate Regarding Lobbying**

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or Certifications and Assurances Fiscal Year 2021 8 an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

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

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

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

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

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

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

### **CERTIFICATION**

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

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

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

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

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

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

## Certification Regarding Conflict of Interest

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

(Choose One)

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

OR

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

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

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

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

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

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

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

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

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

**Disadvantaged Business Enterprise (DBE) Certification**

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

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

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

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, attach copy of current certification letter.

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

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

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

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

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

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