



**LOWER SAVANNAH COUNCIL OF GOVERNMENTS
REQUEST FOR PROPOSAL (RFP) Solicitation # 322A Transit**

Solicitation Name:	Fixed Route and Demand Response including ADA Complementary Paratransit
Date Issued:	Tuesday, March 1, 2022
Submit Offer By:	No later than Thursday, April 4, 2022, at 2:00 p.m.
	Any Proposal received after the above date and time will be returned unopened to the original Proposer
	Number of Copies: One (1) original signed in blue ink, clearly marked "Original"; Four (4) clearly marked "Copy"
Procurement Officer/s:	Christine Chandler, LSCOG Transit Operations Manager, or Dana Luttrull, Grants and Compliance Coordinator
Phone:	(803) 649-7981
E-Mail Address:	cchandler@lscog.org or dluttrull@lscog.org

**SUBMIT YOUR SEALED PROPOSAL TO EITHER OF THE FOLLOWING ADDRESSES
Solicitation Number and Opening Date Must Appear on Package Exterior**

Mailing Address	Physical Address
Lower Savannah COG PO Box 850 Aiken, SC 29802 Attention: Christine Chandler	Lower Savannah COG 2748 Wagener Road Aiken, SC 29801 Attention: Christine Chandler

ORIGINAL MUST BE SIGNED IN BLUE INK AND BY AN OFFICIAL AUTHORIZED TO BIND THE RESPONDENT TO THE CONTRACT

By signing this Proposal, I certify that we (our firm) will comply with all requirements of Section 44-107-10 et seq., relating to the SC Drug Free Workplace Act.

Authorized Signature:	Printed Name:	Date:
Company Name (full legal name):	Website Address:	
Duns Number:		
Mailing Address:	Point of Contact name and email address:	

Phone Number:	
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ADDENDUMS TO, OR REJECTIONS OF, PROPOSALS

The Lower Savannah Council of Governments (LSCOG) reserves the right to implement addendums to the solicitation and its requirements up through **March 21, 2022**. LSCOG also reserves the right in its discretion to reject any and/or all proposals received on this RFP. All addendums to and interpretations of the solicitation shall be in writing from LSCOG’s Point of Contact, Christine Chandler. Please check the LSCOG website at www.lscog.org regularly over the course of this solicitation period to check for addendums. LSCOG is not liable for any costs incurred by Proposers prior the effective date of the contract.

TERMS

The terms Proposer or proposer, and Respondent or respondent, in the singular or plural, and Contractor as used herein have the same meaning and are interchangeable unless the context clearly indicates otherwise.

The terms Solicitation or solicitation and RFP as used herein have the same meaning and are interchangeable unless the context clearly indicates otherwise.

KEY EVENTS AND DATES

1	Request for Proposal (RFP) Issued	March 1, 2022 (Tuesday)
2	Deadline for Receipt of Questions	5:00 PM, March 10, 2022 (Thursday)
3	Replies to Questions Posted by	5:00 PM, March 15, 2022 (Tuesday)
4	Deadline for RFP Addendum Implementation	5:00 PM, March 21, 2022 (Monday)
5	Deadline for Receipt of Proposal	2:00 PM, April 4, 2022 (Monday)
6	Public opening of Proposals received and review for Responsiveness	2:30 PM, April 4, 2022 (Monday)
7	Distribution of RFPs to Review Panel	April 11, 2022 (Monday)
8	Proposer Presentation (in-person or Zoom) to the Review Panel	10:00 AM, April 25, 2022 (Monday)
9	Review Panel Recommendation to LSCOG Executive Committee	May 12, 2022 (Thursday)
10	Written Notification mailed to Successful/Non-Successful Proposer	May 16, 2022 (Monday)
11	Notice to Proceed	June 1, 2022 (Wednesday)
12	Program Activities begin	July 1, 2022 (Friday)

LSCOG reserves the right to implement changes to the Key Events and Dates.

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PART I. SCOPE OF WORK

Overview

LSCOG is a public agency of the State of South Carolina that was formed to provide planning and development services for its member counties of Aiken, Allendale, Bamberg, Barnwell, Calhoun, and Orangeburg. LSCOG is a Direct Recipient of Federal Transit Administration (FTA) Section 5307 large urban funding for Aiken County and seeks proposals from organizations qualified to provide the daily professional operation of a

- fixed route service,
- complementary ADA paratransit service, and
- demand response program(s)

All services solicited under this RFP are to be provided within the urbanized area of Aiken County, SC. Currently three fixed routes, offered under the umbrella name of the Best Friend Express, and are operated for the Aiken County Transit system from 7:00 AM to 7:00 PM Monday through Friday. ADA paratransit, known as Dial-a-Ride, is required to be offered during these same business hours.

Additional information about the Best Friend Express and Dial-a-Ride can be found on the www.bestfriendexpress.com website.

Current Fixed Route			
	Green Route	Red Route	Blue Route
Annual Number of Miles (2021)	50,893	28,926	57,359
Annual Ridership (2021)	5432	3429	8580
Location	Aiken	Aiken	North Augusta
Dial A Ride			
Annual Number of Passenger Trips (2021)	4,098		
Annual Number of Point to Point Miles (2021)	30,179		
Demand Response			
Annual Number of Passenger Trips (2021)	5,093		
Annual Miles (2021)	40,715		

During this solicitation, there may be changes to the specific routes or scopes of work, dependent on the outcome of a planning and system assessment currently underway. (Change orders may occur during the life of this contract.) Each change order would be mutually agreeable to both parties as provided for in the contract and the contract for services amended in writing prior to implementation.

The operational contract resulting from this solicitation will be consider “turnkey.” This means the Contractor will provide:

- dispatchers,
- driver services,
- uniforms,
- training,

- drug testing,
- insurance,
- vehicle maintenance,
- fuel, and
- other FTA transit requirements for this system.

The successful Proposer must show evidence of the presence of adequate staff assigned to oversee the daily operation of the system. LSCOG staff members will provide mobility management oversight, technical assistance, and monitoring functions on behalf of the system.

Vehicles

Vehicles for the Best Friend Express fixed route system will be provided by LSCOG. Vehicles for ADA paratransit are not available and must be provided by the Contractor. The Contractor will be responsible for a safe and secure storage area for the parking of all Best Friend Express vehicles.

Maintenance and insurance of all vehicles is the responsibility of the Contractor and maintenance services shall be procured by the Contractor from a vendor who meets all FTA requirements. The Contractor will be expected to consider minority owned businesses (DBE) if such a vendor can meet all FTA requirements including insurance and drug testing.

FTA Transportation Service Requirements

All transportation services must meet the requirements of the ADA law and regulations. Additionally Dial-a-Ride (DAR) service must comply with FTA requirements surrounding such policies as:

- ADA paratransit eligibility determinations,
- receive trip requests,
- schedule “next day” reservations,
- origin to destination service,
- trip denial,
- excessively long trips,
- on-time performance,
- safety requirements, and
- other service performance standards.

“Next Day” Reservations

Per FTA’s 49 CFR 37.131(b) eligible riders are able to reserve trips on the day before. For example, individuals can request a Wednesday trip by calling during normal business hours on Tuesday. The Contractor must also ensure that riders can reserve trips on a next-day basis even when the administrative office is closed, and fixed routes may not be running (e.g., on holidays). Please explain how your agency will be able to fulfill the “Next Day” reservations requirement.

Saturday Service

The successful Proposer may be responsible for and provide a demand response Saturday service program pending the outcome of the pilot program determining the need for such a service.

Service Quality

The Contractor will be responsible for the professional quality and the coordination of all services it furnishes or subcontracts. The Contractor is obligated and expected to assure that any and all staff working with the public do so in a courteous and helpful manner and represent the Best Friend Express transit system in a professional and customer-friendly way. The Contractor will ensure all transit related staff members are well informed and trained in requirements surrounding the performance of all Best Friend Express and Dial-a-Ride services.

Provision for Administration

The successful Proposer will establish a local administrative/operating office within Aiken County, which will be open during normal business hours, at least five (5) days a week (Monday — Friday) and have necessary staffing levels for the delivery of all transit services.

At a minimum, key personnel shall consist of the following staff:

- transit supervisor,
- chief safety officer,
- mobility management coordinator,
- fleet manager,
- scheduler,
- dispatcher, and
- sufficient drivers.

At all times when a vehicle is on the road, a dispatcher must be on duty. Provision for contact with drivers at all times is the responsibility of the Contractor. The Contractor will also offer an Aiken accessible telephone exchange which is staffed in person Monday – Friday and available by voice mail on Saturday and Sunday. The Contractor will be responsible for receiving phone calls from the general public to coordinate demand response trips between urban and rural transportation programs. Contractor staff will be responsible for ADA paratransit (Dial-a-Ride) eligibility determinations and shall be well versed in ADA regulations.

Technology Support

Current vehicles used in the provision of fixed route services are equipped with 800 MHz radio equipment and GPS tracking equipment. Proposers shall provide a transit data software program that addresses the transit system's need for an Automatic Vehicle Location (AVL), data extraction for invoicing and reporting purposes, and communication between dispatch and drivers. The Contractor and staff are expected to use all technology equipment as directed to assure accurate reporting on service operation. Additionally, the Contractor is expected to provide LSCOG staff with access to the transit data software program for mobility management monitoring purposes.

Insurance Requirements

Evidence of insurance coverage must be supplied annually prior to commencement of a contract and upon yearly renewal.

A. Minimum Limits of Insurance

Contractor shall maintain no less than:

1. General Liability including Garage Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Subject to Policy aggregate limit of \$2,000,000.
2. Automobile Liability: \$1,000,000 single limit per accident for bodily injury and property damage including passenger liability.
3. Umbrella Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage in excess of limits required under 1 and 2 above.
4. Worker's Compensation and Employers Coverage providing at least the minimal coverages and limits required by South Carolina law.
5. An insurance policy with limits of at least \$1 million issued by an insurance company licensed to do business in South Carolina to insure against dishonest or fraudulent acts of employees of the Contractor shall be provided.

B. Comprehensive and Collision Coverage

The Contractor will maintain comprehensive and collision insurance on all vehicles operated in the fixed route system and insurance coverage will be for actual cost value of the equipment. If vehicles for the paratransit system are not owned by the Contractor, the Contractor must assure that its subcontractor meets all the insurance requirements of this proposal package.

C. Other Insurance Provisions

The policies must contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability, and Umbrella Liability provisions:
 - a) LSCOG, their officials, agents, employees, and volunteers are covered as insured or as an additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or any vehicle owned, leased, hired, or borrowed or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to LSCOG and their officials, agents, employees, and volunteers.
 - b) The Contractor's insurance coverage shall be primary insurance as respects LSCOG, their officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by LSCOG, their officials, agents, employees, and volunteers that applies to a loss shall be excess of the Contractor's insurance and shall not contribute with it.
 - c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the LSCOG, its officers, officials, employees, or volunteers and LSCOG Council or Board members.
 - d) The Contractor's insurance shall apply separately to each insured against who a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Worker's Compensation and Employers' Liability Coverage
The Worker's Compensation and Employer's Liability insurer shall agree to waive all rights of subrogation against LSCOG, its officers, officials, employees, or volunteers for losses arising from work performed by the Contractor for LSCOG.
3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to LSCOG.

1. CONTRACTOR STAFF BEHAVIOR, DUTIES AND REQUIREMENTS

AM/FM Radios/Bluetooth

Drivers shall not have radios/Bluetooth or other devices playing while any passengers are on the vehicles. Headphones are not allowed.

Cell Phones

Drivers shall not use cell phones or perform text messaging at any time while operating vehicles under this contract. Drivers must leave the road to make cell phone calls or to send a text message.

Complaints

The Contractor will document all complaints received from the general public, transit users or ADA paratransit passengers. Complaints are to be shared immediately with the LSCOG and a resolution sought. The Contractor shall immediately and fully disclose and report any complaints which may lead to an investigation regarding possible Title VI violations.

CDL

All drivers operating equipment for the Best Friend Express transit system must have CDL licenses if required by the type of vehicle operated and passenger assistance endorsements.

Currently, LSCOG's fleet of vehicles being offered to a Contractor for use in the Best Friend Express routes are 14-passenger Cut-Aways that do not require a CDL licensed driver because the GVWR is below 26,000 pounds.

Fare Collection

The Contractor will be responsible for collecting fares as passengers board the fixed route vehicles. Fares will be brought off each vehicle daily and fares shall not remain on vehicles overnight. The Contractor will adequately safeguard the fares collected using a secured collection system, which consists of, but is not limited to, a fare box with a locked vault on each vehicle. The collection system must be approved by LSCOG prior to being placed in operation. Fares that are collected via the fare box will be kept by the Contractor, reported, and subtracted from the fixed route monthly invoice the Contractor submits to LSCOG for payment of the fixed route service. The Contractor would only be responsible, and credited, for actual fares collected in United States currency. A report is required to accompany the invoice listing fares collected for each route, by day, each month. This same report shall also document the variance between actual fares collected from passengers vs. the fares expected to have been collected based on passenger fare type. The monthly invoice shall also represent the subtraction (credit) of all ticket/pass sales for the month. Ticket/pass sale proceeds shall be retained by the Contractor.

For Dial-a-Ride passengers, the Contractor shall be responsible for collecting fares and accurate reporting. Fares will be kept by the Contractor and subtracted from the monthly invoice the Contractor submits to LSCOG for payment of Dial-a-Ride trip performance.

Passenger Counts

Vehicle operators shall fully and accurately utilize any required electronic equipment installed on their vehicles. Of particular importance, is a method to accurately track passenger boardings, disembarking by bus stop location and fare types.

2. ADDITIONAL CONTRACT REQUIREMENTS

Holidays

The Best Friend Express transit system will be closed on the following holidays:

- New Year's Day,
- Memorial Day,
- Independence Day,
- Labor Day,
- Thanksgiving Day, and
- Christmas Day.

The system will close at 4:00 PM on Christmas Eve and on New Year's Eve.

Identification

All fixed route vehicles will have the Best Friend Express logo and identification on them, even if a temporary replacement vehicle(s) is utilized. Vehicles used for ADA paratransit purposes must also be marked in a visible manner so passengers can easily recognize they are boarding a Best Friend Express/Dial-a-Ride authorized vehicle. LSCOG will provide decals to be used on any backup vehicles used for the fixed route and for the vehicles used in the delivery of Dial A Ride services. The decals will display the Best Friend/Dial A Ride identification in a manner that will be easily recognized by passengers to identify the service. The Contractor will not incur the expense for this signage.

Vehicle Maintenance

Contractor will be responsible for all vehicle maintenance. All preventative maintenance will be performed within FTA/SCDOT requirements.

LSCOG strives, and has been successful, in providing five (5) fixed route vehicles for the service provider contracted to perform the Best Friend Express routes. No more than one Best Friend Express vehicle should be down for maintenance or warranty work at any one time. It will be recognized that there may be extenuating circumstances that cause more than one vehicle to be in for repairs at one time and these circumstances are to be communicated immediately to LSCOG. The Contractor will be required to provide a back-up Cut-away vehicle should the LSCOG provided vehicles not be available to provide the scheduled service.

The Contractor is responsible for the cleanliness of the vehicles at all times. Please detail the level of service your office will offer for the cleanliness of all vehicles including in what intervals these services will occur.

COVID-19 Vehicle Maintenance

In addition to the regular maintenance of the vehicles, the Contractor is responsible for disinfecting all vehicles after each completed trip back to home base for the duration of the COVID-19 Pandemic as determined by LSCOG.

Reports

The Contractor shall submit within 10 days of the end of every month during the contract term financial, ridership and performance reports as required by LSCOG. The Contractor shall provide monthly transit data needed for reporting at the time of invoice submission.

At a minimum, the reporting shall include the following:

Fixed Route Data

ADA Paratransit – Demand Response Data

- | | |
|---|--|
| <ul style="list-style-type: none">• Real time route data with daily data for each fixed route run• GPS tracking for each stop located on the bus route schedules• Mileage for each fixed route• Vehicle non-revenue hours & non-revenue miles• # of total passengers per route• # of transfer passengers between routes• # of riders transferring from Augusta Transit to Aiken County• # of riders transferring from Aiken County to Augusta Transit• On-time performance/schedule adherence | <ul style="list-style-type: none">• Customer information including trip date & time, pick-up address, drop-off location, point-to-point mileage & total trip cost• # of attendants, # of guests, # of no-shows, # of cancellations• On-time performance• Vehicle non-revenue hours & non-revenue miles• Trip denials |
|---|--|

LSCOG reserves the right to make changes to the reporting requirements in adherence with federal and state reporting requirements.

Recordkeeping

The Contractor will be responsible for maintaining appropriate records to meet SCDOT and Triennial requirements of the FTA for a minimum of three years after close of a contract year.

Services

Routes will be operated in the URBANIZED portion of Aiken County only. This currently includes the City of North Augusta, the City of Aiken, and areas in between. The Blue route also crosses the Savannah River into Georgia to enter the Augusta Public Transit transfer facility on Broad Street. There is currently no Saturday or Sunday service for these routes.

Training and Driver’s Records

Contractor shall provide all appropriate and required training for drivers, dispatchers, and office staff including but not limited to safety, CPR, first aid, customer service, passenger assistance, blood borne pathogens, wheelchair securement, defensive driving, safety directives as part of Public Transit Agency Safety Plan (PTASP), and similar subjects. Driver training must meet FTA minimum requirements. Driver records must document at a minimum current training certifications, annual SCDOT physical, current driver’s license, and number of points assessed against the driver. Employee records will be monitored by LSCOG transit staff for compliance.

Uniforms

All fixed route drivers are to wear clean uniforms and identification showing the Best Friend Express logo at all times.

Vehicle Fuel

Contractor will supply all fuel for the vehicles. The current fleet of fixed route vehicles is *gasoline* powered. Appropriate procurement of fuel based on existing FTA guidelines shall be followed. Fuel expense documentation shall be provided with the monthly invoices submitted to LSCOG.

Fixed Route Fleet Vehicles

LSCOG customarily provides five (5) accessible transit vehicles. These vehicles are in good working condition and titled to the LSCOG. LSCOG is waiting for the delivery of a fifth vehicle. The LSCOG-owned transit vehicles assigned to the Contractor shall be returned to the LSCOG in good condition at the end of the term of this contract and meeting all maintenance requirements performed, except for normal wear and tear. All LSCOG owned vehicles will be equipped with specific technology features and radio equipment. All fixed route vehicles provided to the Contractor for use and any existing shelters that have been provided by LSCOG for the operation of the fixed route transit system, shall remain the property of the LSCOG.

Fixed Route Fleet Inventory

Year	Make/Model	BFE Bus ID	Passenger Seating	Odometer (as of January 2022)	Condition
2017	Ford – Goshen Coach	443	14	130520	Good
2018	Ford - Starcraft	444	14	112399	Good
2019	Ford - Starcraft	445	14	87192	Excellent
2020	Ford - Starcraft	446	14	33139	Excellent
2021	Ford - Starcraft	447	14	To be delivered	Excellent

Paratransit/ADA Vehicles

Vehicles required to meet the paratransit service needs will be supplied by the contractor and must meet ADA requirements. All Contractor furnished vehicles must be always air-conditioned and clear of debris and clutter.

3. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The Contractor shall abide with FTA requirements which provide for participation of disadvantaged business enterprises in FTA programs. The Contractor further assures that disadvantaged business enterprises (DBE) will have the maximum opportunity to participate in the performance of the contract, which will be funded in whole or part with federal funds. Further, the Contractor will cooperate with LSCOG in meeting its commitments and goals regarding the maximum utilization of DBEs in mass transit contracts and will use its best efforts to ensure that DBEs shall have the maximum practical opportunity for subcontracts under the contract.

Please include in your proposal any actions your agency will plan to promote DBE participation in your contracts.

4. AGENCY SAFETY PLAN (ASP)

The Contractor shall operate under an Agency Safety Plan (ASP) that complies with the Public Transit Agency Safety Plan (PTASP) regulations listed below.

The Contractor shall establish and maintain the Chief Safety Officer (CSO) position for the Best Friend Express/Dial A Ride demand response programs per FTA requirements. The contract service provider's CSO is responsible for ensuring safety elements are properly managed. The intent is to provide a culture of safety. The CSO will participate in training relative to their role in implementing Safety Management System's (SMS) requirements in 49 CFR Part 673.

Key Components of the SMS requirements include the development and operation of the following:

- Safety Committee
- Employee Safety Reporting Program (ESRP)
- Safety Risk Management
- Safety Assurance
- Safety Promotion

Please describe your agency's experience with the SMS requirements and your planned involvements with safety committees, the ESRP and safety promotion.

5. SAFETY AND ENVIRONMENT

The Contractor shall comply with all applicable requirements of the Federal Occupational Safety and Health Act (OSHA), as amended, and all rules and regulations promulgated there under, as well as any applicable federal, state, and local safety laws, regulations, codes, ordinances, notices, or orders and with all applicable federal, state, and local laws, regulations, permits and ordinances relating to the protection of the environment.

6. LICENSES AND PERMITS

The Contractor shall be appropriately licensed and authorized to perform the services required in the contract including, but not limited to all necessary South Carolina motor vehicle licenses and certificates, including the State of South Carolina Public Service Commission Certificate of Public Convenience and Necessity. The cost of any required licenses or permits will be the responsibility of the Contractor. The Contractor shall pay all federal, state, and local taxes imposed on the Contractor by reason of the ownership or leasing of any vehicle, equipment inventory or operation of the transit system.

PART II. PROPOSAL CONTENTS

To be considered for award, all Proposals must include, at a minimum, the following information. Respondents should restate each item listed below and provide their response immediately thereafter. Proposals will be evaluated and awarded based on the proposal most advantageous to LSCOG as determined solely by LSCOG.

All information should be presented in the listed order:

1. COVER LETTER

Respondents shall submit a cover letter which includes a summary of the Respondent's ability to perform the services described herein and a statement that the Respondent is willing to perform those services and enter into a contract with the LSCOG. The cover letter must be signed by a person having the authority to commit the Respondent to a contract. Any offered pricing or quotes must be confirmed as being honored by the Respondent as being binding for no less than 90 days after the close of this solicitation.

2. PROPOSAL NARRATIVE FOR RENDERING REQUIRED TRANSIT SERVICES

Respondents shall explain their overall understanding, concept and approach to the project by addressing each item listed under the Part I. Scope of Work. An on-site visit from LSCOG staff may take place prior to the award of a contract in order to verify statements contained in the proposal. Describe any public transit innovations, cost saving initiatives, or similar programs in which your organization has been involved. Please provide as much detail as possible.

3. EXPERIENCE AND QUALIFICATIONS

Respondents shall outline their agency or firm location, size, and history. Respondents shall include information concerning the number of years it has been providing public transit services and its current ownership arrangement. Include information concerning the financial stability of the respondent for at least 3 years. Proposers must, upon request of LSCOG, furnish satisfactory evidence of its ability to meet all expected contractual requirements including audited or other financial statements. Failure to supply such information may be grounds for determining that a proposer is ineligible to receive an award.

4. EVIDENCE OF DRUG TESTING PROCEDURES FOR COMPLIANCE

Please provide your organization’s plan for compliance. There must be policies and procedures in place to comply with necessary drug and alcohol testing. Any alcohol and drug testing program used by the Contractor must be in compliance with FTA regulations.

5. PERSONNEL

Acknowledge in the proposal that the Proposer is always an independent contractor and not an agent of LSCOG. The Contractor shall be the employer of all transit employees and the Contractor is responsible for their wages, hours, benefits, worker’s compensation, social security, and all other incidents of employment. Please include a personnel description for primary positions needed to staff your proposed operation.

6. THE CUSTOMER’S CONVENIENCE

The Proposers must describe in the response to the RFP how it will address the following customer convenience:

- Public to have access to ADA compliant restrooms, access to drinking water, and an area for passengers to wait for the bus which limits exposure to harsh weather conditions at the operating center
- Public to have access to fixed route ticket/pass purchases for the public, ADA paratransit tickets and transfers within the fixed routes.

7. THE CUSTOMER’S SAFETY – COVID-19

The Proposers shall describe in the response to the RFP how it will ensure the customer’s safety regarding COVID-19 within the transit facility and/or bus during the ongoing Pandemic.

8. REFERENCES

Names, addresses, e-mail addresses and telephone numbers of at least three (3) contact persons for references must be included. These references should be prepared to discuss the quality and performance of past service delivery. The LSCOG reserves the right to contact other persons not specifically listed as references but who may have direct knowledge of the project.

9. BUDGET

- a. Best Friend Express - Provide a revenue hourly rate for operation of the fixed route service for a “turnkey” operational contract. Please keep in mind that LSCOG offers a fleet of up to five fixed route vehicles for Contractor use. Refer to Part I for information on insurance, fleet provision and maintenance requirements which will impact any Proposal.
- b. Dial A Ride - Provide a point-to-point passenger mile rate for complementary ADA paratransit serving the ¾ service area that surrounds the fixed routes. “Point-to-point” means origin of pick-up to destination of drop-off. Please note that LSCOG does not provide paratransit vehicles for the operational contract of ADA paratransit services.

Include any projected percent of contract increase for each of the two option years if you are called upon to continue the existing scope of work. Please identify your agency's vehicles availability for additional demand response programs that may be funded (i.e. Urban 5310).

- c. Contract period budget - Provide a budget for the proposed cost of the contract period of operation which reflects the service that is being proposed. Please provide a text narrative explaining the basis for determining your budget, i.e. salaries, benefits, maintenance, fuel, etc.

10. FLEET PROVISION

Identify fleet inventory that will be used for the ADA paratransit services. Inventory list should specify type of vehicle, seating capacity, ADA accessible, age, condition and service type (i.e. dedicated or used in coordinated service delivery).

11. SUBCONTRACTORS

If the Respondent proposes to subcontract services, their proposal must address the nature of the subcontractor's tasks and their DBE status. The Respondent shall be fully and responsible and liable for the work of each subcontractor and must assure that each subcontractor meets all requirements of this RFP, respondent's Proposal, and the contract.

12. LITIGATION

State, with a full explanation, whether your firm has been involved in any litigation within the past five years, the claims in the litigation, and the results of the litigation. This requirement applies to all settlements reached prior to litigation and litigation covered by its insurers.

PART III. PROPOSAL INSTRUCTIONS AND REQUIREMENTS

1. QUESTIONS CONCERNING THIS RFP

Typed written questions concerning this RFP will be accepted through **March 10, 2022**. E-mail copies are acceptable.

Please forward your typed written questions to:

Lower Savannah Council of Governments
Christine Chandler, Transit Operations Manager

Physical Address
2748 Wagener Road
Aiken, SC 29801

Mailing Address
Post Office Box 850
Aiken, SC 29802

Or email your Proposal to Christine Chandler: cchandler@lscog.org

Please mark the envelope or subject line in e-mail: **Questions Solicitation 322A Transit**

All replies to questions received by **5:00 PM March 10, 2022** will be in writing, and will be posted on the website (<https://www.lscog.org>) **no later than March 15, 2022** so that all potential Proposers may view the content of all inquires, and the ensuring responses.

2. DELIVERY OF PROPOSALS

How	Proposals must be Mailed or Hand Delivered ONLY. No emailed or faxed proposals will be accepted
Where	Lower Savannah Council of Governments Christine Chandler, Transit Operations Manager 2748 Wagener Road, Aiken SC 29801 (physical address) PO Box 850, Aiken SC 29802 (mailing address)
When	Proposals will be accepted by the Lower Savannah Council of Governments until April 4, 2022 at 2:00 p.m. EST as established by the Lower Savannah Council of Governments.
Late Proposals	Late Proposals will not be accepted, regardless of the delivery method chosen by the Proposers. At the request and expense of the Proposer, late Proposals will be returned, unopened, providing a request is made within thirty (30) calendar days of this RFP’s closing date.
Public Opening	There will be a public opening of all Proposals received in the Large Conference Room at the Lower Savannah Council of Governments on Thursday, April 4, 2022 at 2:30 PM EST.

3. PROPOSER PRESENTATIONS AND REVIEW PANEL MEETING

Interested proposers can participate in an optional Proposer presentation in-person or via Zoom to the Review Panel. Those Proposers interested should contact Christine Chandler at cchandler@lscog.org for a forty (40) minute time slot including a thirty (30) minute presentation and ten (10) minute Q & A session. Presentations will take place on April 25, 2022, starting at 10:00 AM. Proposers participating via Zoom will need to utilize their own Zoom conference information and send the Zoom link to Christine Chandler at cchandler@lscog.org in time for the presentation. Proposers are not allowed to view or participate in each other’s presentations. At the conclusion of the presentations, the review panel will meet for a Proposal award recommendation to the LSCOG Executive Committee.

4. PROPOSAL REQUIREMENTS

Each Proposers must submit **five** (5) typed copies of its Proposal in a sealed container. One (1) Proposal must be designated the “Original” copy of the Proposal and must be **SIGNED AND DATED IN BLUE INK.** The other four (4) Proposals must each be labeled “Copy” of the Proposal. The person, who signs the Proposal, must be a representative of the offering agency or firm who is legally authorized by his/her governing body or official to sign contractual

agreements on behalf of the proposers. It shall contain a statement that the proposal is firm and binding for the period of ninety (90) days after closing of the solicitation.

The Proposer is required to have the following information typed or printed on the outside of the sealed container/package:

1. Name and Address of the proposing organization;
2. The Solicitation Number 322A Transit;
3. Closing Date of April 7, 2022;
4. Attn: Christine Chandler

IT'S IMPORTANT TO NOTE THAT THIS REQUIRED INFORMATION IS VITAL TO THE PROPER INTERNAL HANDLING OF THE PROPOSAL, ESPECIALLY WHEN IT FIRST ENTERS THE DOOR AT THE LOWER SAVANNAH COUNCIL OF GOVERNMENTS.

5. RFP AMENDMENTS

1. Should it become necessary to revise any part of this Request for Proposal (RFP), all such revisions will be located on the Lower Savannah Council of Governments website at www.lscog.org. All Proposers should regularly monitor the Lower Savannah Council of Governments website for amendments and other information.
2. Verbal comments or discussion relative to this solicitation will not add, subtract or in any way modify the written provisions contained in this RFP. Any alteration must be in the form of an authorized written revision.

6. PUBLIC OPENING

Due to the possibility of negotiation with any Proposers submitting a proposal which appears to be eligible for contract award pursuant to the selection criteria set forth in this RFP, prices will not be divulged at time of opening.

7. AWARD NOTIFICATION

Notice regarding any award will be sent to each Proposer.

8. AVAILABILITY OF FUNDING AND CONTRACT DATES

The obligations of the LSCOG under this solicitation and subsequent contract is contingent upon the availability of funds. The estimated dates of this contract are for the duration of three (3) years starting on July 1, 2022, and ending on June 30, 2025, with the provision for an annual renewal option of twelve months for up to two (2) subsequent years in the discretion of LSCOG based on the successful proposer's performance and the continuing transit needs of LSCOG. LSCOG shall make every effort to provide written notice of its intent to exercise its renewal option at least ninety (90) days prior to the anniversary date of the contract.

9. RESPONSIVENESS

All proposals must be complete and convey all the information requested in the RFP in order to be considered "responsive." If the proposal fails to conform to the essential requirements

of the RFP, the LSCOG alone will be the judge as to whether that variance is significant enough to consider the RFP non-responsive, and therefore not considered further for award.

10. QUALIFICATION REQUIREMENTS

Proposers must, upon request of the LSCOG, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of these specifications. The LSCOG reserves the right to make the final determination in its discretion as to the Proposers' ability to provide the products or services requested herein.

11. PROPOSER'S RESPONSIBILITY

It is the Proposer's responsibility to fully understand the scope of work and restrictions of the fixed route services, demand response and ADA paratransit services. The failure or omission of a Proposer to fully understand the conditions shall in no way relieve the Proposer of any obligation with respect to this Proposal or to the contract.

12. CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

A.1 By submitting an offer, Proposers certifies, to the best of its knowledge and belief, that:

- a. Proposer and/or any of its Principals:
 - i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
 - ii. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property, and
 - iii. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (A)(1)(a)(ii) of this provision.
- b. Proposer has not, within a three year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

A.2 "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

B. Proposer shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. If Proposer is unable to certify the representations stated in paragraphs A.1, Proposer must submit a written explanation regarding its inability to make the certification. The

certification will be considered in connection with a review of the Proposer's responsibility. Failure of the Proposer to furnish additional information as requested by the Procurement Officer may render the Proposer nonresponsible.

- D. 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 paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification required by paragraph (a) of A.1. above is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Proposer knowingly or in bad faith provided an erroneous certification, in addition to other remedies available to the LSCOG, the Procurement Officer may terminate the contract resulting from this solicitation for default.

13. REJECTION

The LSCOG reserves the right in its discretion to reject any and all Proposals for any or no reason, including, but not limited to, those Proposals that contain prices for items or services that are unreasonable when compared to the same or other Proposals if such action is in the best interest of the LSCOG.

14. COMPETITION

This solicitation is intended to promote competition. If the language, specifications, terms and conditions or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested Proposers to notify the LSCOG in writing so as to be received five (5) days prior to the opening date of Proposals. The solicitation may or may not be changed but a review of such notification will be made prior to the award.

15. INDEMNIFICATION

The LSCOG, its officers, agents, and employees shall be held harmless from liability by the Proposer of the Contractor from and indemnify for any claims, damages, and actions of any nature arising from the use of any materials furnished by the Proposer or Contractor, provided that such liability is not solely attributable to negligence on the part of the LSCOG or failure of the LSCOG to use the materials in the manner expressly outlined by the Proposer or Contractor in descriptive literature or specifications submitted with the proposal.

16. PROTESTS

Any prospective Proposer, Proposers, or Contractor who is aggrieved in connection with the solicitation of a contract shall file a written protest with LSCOG within ten (10) days of the date of issuance of the applicable solicitation document at issue. Any actual Proposer, Proposers, or Contractor who is aggrieved in connection with the intended award or award of a contract shall file a written protest with LSCOG within ten (10) days of the date notification of the award of a contract is posted. Any protest must follow the provisions found in LSCOG's Internal Procurements Procedures – Appeal and Protest Procedures as last updated which are also set

forth in Part VI of this RFP. Any protests submitted after either of the aforementioned ten (10) day periods shall be deemed untimely and not considered.

PART IV. EVALUATION OF PROPOSALS

Proposal will be evaluated by a review panel based on the following criteria (listed in order of importance).

1. **45 Points** - The Proposer's understanding of LSCOG's needs and the Proposer's approach for provision of the transportation services outlined in Part I. Scope of Work.
2. **35 Points** - The Proposer's ability to perform the required transportation service outlined in Part II. Proposal Contents.
3. **20 Points** - Cost of the transportation services as outlined in Part II. Proposal Contents, 9. Budget. Cost will not be the sole determining factor for award.

PART V. PROCUREMENT CLAUSES

1. PROPOSAL AS OFFER TO CONTRACT

By submitting your Proposal, you are offering to enter into a contract with LSCOG. The award and subsequent contract will be issued to the entity identified as the Proposer on the Proposal's cover page. If you withdraw your Proposal, if allowed by the RFP, you must notify LSCOG in writing.

2. COMPLETION OF FORMS/CORRECTION OF ERRORS/WITHDRAWAL OF PROPOSAL

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the proposal. Please do not modify the solicitation document itself.

3. DUTY TO INQUIRE

Proposers, by submitting a Proposal, represents that they have read and understand the RFP or other solicitation and that the Proposal is made in compliance with the RFP or other solicitation. Proposers are expected to examine the RFP or other solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the RFP or other solicitation. Failure to do so will be at the Proposers's risk. Proposers assume responsibility for any patent ambiguity in the RFP or other solicitation that Proposers do not bring to the LSCOG's attention.

4. ETHICS CERTIFICATE

By submitting a Proposal, the Proposer certifies that the Proposer has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the S. C. Code of Laws, as amended (Ethics Act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on

employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The LSCOG may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If a contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

5. SIGNING YOUR OFFER

Every offer must be signed by an individual with actual authority to bind the Proposers. Proposals must be made in the official legal name of the firm or individual under which business is conducted (showing official business address). The original of the proposal must be signed in blue ink.

6. SUBMITTING CONFIDENTIAL INFORMATION

Proposers must clearly mark as “**confidential**” or “**trade secret**” or “**protected**” each part of their Proposal which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40 or Section 11-35-410, Code of Laws of South Carolina, 1976, as amended. If any part is so designated, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. LSCOG reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the LSCOG or its agents for its determination in this regard. Note: Marking your entire proposal confidential/proprietary is not in conformance with the S. C. Freedom of Information Act.

PART VI. LSCOG INTERNAL PROCUREMENT PROCEDURES - APPEALS AND PROTEST PROCEDURES

The following procedures are for the purpose of addressing protest matters related to solicitation or award of contracts by the Lower Savannah Council of Governments (LSCOG). LSCOG is the sole responsible party for resolving all matters related to its procurements and contracts. These matters include pre-award issues that may be raised concerning a solicitation or a specific award of a contract.

1. TIMING

Any protest related to solicitation or award of a contract must be filed in writing, as required by paragraph 4 below, with the LSCOG at its offices located at 2748 Wagener Road (Hwy 302 N), Aiken, SC 29801, mailing address P.O. Box 850, Aiken, S.C. 29802, within ten (10) calendar days of the action taken by LSCOG that is the subject of the protest. The written protest document must be received by LSCOG at its offices no later than 5:00 P.M. (Eastern Time) on

the tenth (10th) calendar day following the action taken by the LSCOG. Untimely protests will not be considered.

2. STANDING

In order to file a protest, a party must be aggrieved by the action of the LSCOG that is the subject of the protest and must be an organization or individual with a specific interest related to the procurement. Only organizations that can demonstrate that they are aggrieved by such action will be considered. A party is not aggrieved by an error in solicitation or award of a contract unless the party would have received the award but for the error.

The LSCOG will not consider protests from individuals or organizations that do not have such standing, nor from subcontractors of parties with which contracts have been placed.

The signature of a party on the protest document constitutes a certification by the signer (i) that the signer has read the document; (ii) that to the best of his/her knowledge, information, and belief after reasonable inquiry, the protest is well grounded in fact and is warranted by existing law or by a good faith argument, and (iii) that the protest is not submitted for any improper purpose such as to harass, limit competition, or cause unnecessary delay or needless increase in the cost of the procurement.

3. PARTICIPATION BY INTERESTED PARTIES

The statements in this policy concerning standing do not exclude the participation in the process by an organization that is the apparent successful offeror. Such a party may participate in the protest to the extent that meetings or hearings take place between the LSCOG and the protestor. However, since the protest procedure primarily will involve the review of the documentary submissions, the interested party may not be specifically involved in the procedure. Interested parties may submit information on the record to support their contention that the procurement was properly carried out and the contract award is valid.

4. CONTENT OF THE SUBMISSION

Protests must be in writing and must clearly state and include the following to be considered: state that the document constitutes a protest; state the specific issues, facts and grounds that the protestor believes support the protest and should be considered; and state the specific remedy that is requesting. Additional information in the form of documentary evidence may be submitted as part of the protest. However, all information and documents must be submitted to the LSCOG by the deadline for submission of protests set forth in paragraph 1 above. No additional opportunity to support, expand or change the issues or information to be reviewed will be accepted or allowed.

5. PROGRESS CONDUCTED BY THE LOWER SAVANNAH COUNCIL OF GOVERNMENTS

Upon receipt of the submission documents, the appropriate officials of the LSCOG (which may include staff and/or board members) will promptly review the protest and documents. No hearing will be granted unless, in the opinion of the LSCOG, such a hearing would substantially clarify the circumstances surrounding the protest. If a hearing is granted, it will be conducted

at the offices of the LSCOG and a taped record of the hearing will be made. The protester may be represented by legal counsel at the hearing, but the responsible employee, officer or official of the protesting organization (the person signing the protest) must be present at all times at such hearings.

5. THE EFFECT OF PROTEST

Upon receipt of a qualified protest, the LSCOG will engage in an administrative stay with respect to all procurement activity and contract implementation affected by the protested procurement. Accordingly, if a contract award has not occurred, the LSCOG will not proceed with the award until a decision on the protest has been reached. If a contract has been awarded, the LSCOG may instruct the apparent successful contractor to suspend performance pending the issuance of a decision in the matter.

6. REMEDIES

The conclusions, findings and remedies developed in response to a protest will be in the discretion of the LSCOG. It should be recognized that the award of contracts by the LSCOG is generally for the provision of designated services and disruption of the procurement process has the potential for placing at risk vulnerable members of the population living within the Lower Savannah Region. Accordingly, cancellation of contracts and re-procurement will only be considered by the LSCOG in its discretion where circumstances strongly support such actions.

7. DECISIONS

Decisions of LSCOG will be issued in writing within thirty (30) calendar days of the receipt of a protest. In accordance with Federal and State laws and regulations applicable to programs administered by the LSCOG, the decision of the LSCOG on a protest is final.

8. COST OF PROTEST

The costs of a protest will be borne solely by the protester. No compensation of any kind will be paid to the protesting party or to any legal representative thereof. [Note: Cost principles applicable to the administration of Federal grants and contracts and sub awards thereunder (Office of Management and Budget Circular 2CFR 200 for governmental and non-profit organizations) provide that legal expenses involved in prosecuting a claim against an awarding agency are not an allowable cost for use of Federal funds.]

9. AVAILABILITY AND INFORMATION

The costs of a protest will be borne solely by the protester. No compensation of any kind will be paid to the protesting party or to any legal representative thereof. [Note: Cost principles applicable to the administration of Federal grants and contracts and sub awards thereunder (Office of Management and Budget Circular 2CFR 200 for governmental and non-profit organizations) provide that legal expenses involved in prosecuting a claim against an awarding agency are not an allowable cost for use of Federal funds.]

PART VII. GENERAL CONTRACT CLAUSES

The following provisions shall be included in any contract between the LSCOG and a successful Proposer on this RFP. The contract must be in a form and with contents acceptable to the LSCOG. The LSCOG may not agree to indemnify or hold harmless other parties.

NON-APPROPRIATIONS

Any contract entered into by the LSCOG resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

1. ASSIGNMENT

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the LSCOG's Executive Director.

2. AUDITS AND REVIEWS

The Contractor shall, throughout the life of the contract, participate in State and Federal audits. The Contractor shall provide support to LSCOG during any and all audits. The support shall include, but shall not be limited to, producing documentation, gathering data, preparing reports or correspondence, and assisting LSCOG in responding to questions. Please see more details regarding access to records under the FTA Clauses section found later in this document.

3. COMPLIANCE WITH CODES, ORDINANCES, INDUSTRY STANDARDS

During the term of this contract, it shall be the Contractor's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs, and industry standards. State or Federal requirements that are more restrictive shall be followed.

4. CONTRACT AMENDMENTS, MODIFICATION AND CHANGE ORDERS

Any change orders, alterations, amendments or other modification hereunder shall not be effective unless reduced to writing and approved by the LSCOG and the contractor.

5. FORCE MAJURE

The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of the causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor

to meet required delivery schedule.

6. ILLEGAL IMMIGRATION

By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the S. C. Code of Laws and agree to provide to the LSCOG upon request any documentation required to establish either: *(a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14, Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both."* You agree to include in any contracts with your subcontractors language requiring your subcontractors to *(a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]*

7. OWNERSHIP OF MATERIAL

Ownership of all data, material and documentation originated and prepared for the LSCOG pursuant to this contract shall belong exclusively to the LSCOG.

8. PUBLICITY RELEASES

The Contractor shall not have the right to include LSCOG's name in its published list of customers without prior written approval from LSCOG. With regard to news releases, only the name of the Contractor, type and duration of contract may be used and then only with prior approval of LSCOG. The Contractor agrees not to publish or cite in any form any comments or quotes from LSCOG Board members, employees or staff. The Contractor further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by LSCOG.

9. SAFETY PRECAUTIONS

LSCOG assumes no responsibility with respect to accidents, illnesses, or claims arising out of any work undertaken with the assistance of funds paid under the contract. The Contractor shall take necessary steps to insure or protect itself and its personnel. The Contractor agrees to comply with all applicable local, state, and federal occupational and safety acts, rules, regulations.

10. SAVE HARMLESS AND INDEMNIFICATION

The Contractor shall indemnify and save harmless the LSCOG and all its officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. The Contractor shall have no liability to the LSCOG if such patent, trade mark or copyright infringement or claim is based upon the Contractor's use of material furnished to the Contractor by the State of South Carolina.

The Contractor shall fully indemnify and save harmless the LSCOG and all of its officers, agents, and employees for and from all suits, actions, claims, losses or damages of any character brought or caused by reason of Contractor's performance or failure to perform under the contract or the Contractor's provision of, or failure to provide, services under the contract, except where the gross negligence of the LSCOG or its officers, agents or employees, is the sole cause of the loss or damages sustained by a third party.

11. GOVERNING LAW AND DISPUTES

The Contract will be governed by, and construed in accordance with, the laws of the State of South Carolina. The state courts of South Carolina located in Aiken County, South Carolina shall have exclusive jurisdiction to hear and decide any dispute between the Contractor and LSCOG relating to this Contract or the operation and provision of the transportation services which are the subject of this Contract. The Contractor submits to the jurisdiction and venue of such courts and hereby waives any and all objections thereto.

PART VIII. FTA REQUIRED CONTRACT CLAUSES

1. No Obligation by the Federal Government

- 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 this 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 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. Program Fraud and False or Fraudulent Statements or Related Acts

- 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 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.

- 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 extent 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 Records and Reports

- 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-Contracts, leases, subcontracts, arrangements, other third party Contracts 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.
- 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.

4. Federal Changes (49 CFR Part 18)

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 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 this contract.

5. Civil Rights Requirements

- a) Nondiscrimination - In accordance with Title VI 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 transit 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.

b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

- i. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit 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.
- ii. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit 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.
- iii. 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.

c) **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.

6. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-

required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein withstanding, 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 request that would cause the recipient to be in violation of FTA terms and conditions.

7. Energy Conservation Requirements

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.

8. Termination for Convenience or Default

LSCOG may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the LSCOG'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 LSCOG to be paid the Contractor. If the Contractor has any property in its possession belonging to LSCOG, the Contractor will account for the same, and dispose of it in the manner LSCOG directs.

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, LSCOG may terminate this contract for default. The LSCOG shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the LSCOG may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the LSCOG resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the LSCOG in completing the work.

If it is later determined by LSCOG that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, LSCOG, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

9. Contract Work Hours & Safety Standards (29 CFR 5.5(b), as amended)

- a) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such

laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c) Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d) Subcontracts - The **contractor or subcontractor shall insert in any subcontracts** the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

10. Transit Employee Protective Agreements

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for

nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

11. Charter Service Operations

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

12. School Bus Operations

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

13. Drug Misuse, Alcohol Abuse, Testing and Drug-Free Workplace

The Contractor agrees to participate in the drug and alcohol testing program currently implemented and administered by a consortium that complies with 49 CFR Parts 653 and 654, as amended, and produce any documentation necessary to establish its compliance with such regulation. The Contractor, if not a part of such a consortium, will still comply with all drug and alcohol testing programs mandated by this federal clause and requirement.

The Contractor agrees to comply with federal substance abuse regulations: "A Drug-Free Workplace." and USDOT regulations: "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. 8103 et

seq., and 2 C.F.R. part 40, 49 U.S.C. chapter 53, 49 C.F.R. Part 655, **AND** the Contractor by signing their original proposal during procurement is self-certifying that the Contractor will comply with all requirements of Section 44-107-10 et seq., relating to the South Carolina Drug Free Workplace Act.

14. Disadvantaged Business Enterprise (DBE)

This contract will be 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 carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. LSCOG has no set contract DBE goal but does expect DBE participation obtained through race-neutral means throughout the period of performance and reporting of such DBE activity for the purpose of SCDOT or federal reporting.

15. Prompt Payment (as part of the DBE Federal Clause)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from LSCOG. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of LSCOG. This clause applies to both DBE and non-DBE subcontracts.

16. Americans with Disabilities Act (ADA)

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC §12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC §5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

17. Safe Operations of Motor Vehicles

The contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note.

a) Seat Belts

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, company-rented vehicles or personal operated vehicles.

b) Distracted Driving

The Contractor agrees to adopt and enforce 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 with the work performed under this contract award.

Any Contract Awarded >\$25,000 will also require compliance with:

18. Suspension and Debarment (Certification Provided at Time of Solicitation)

The Contract or Agreement that results from this solicitation will be a covered transaction for the purposes of the following:

- a) Required compliance with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 120. By signing this document, the Contractor testifies it will comply with Federal debarment and suspension requirements and,
- b) The Contractor is aware Lower Savannah Council of Governments is required to review the U.S. GSA “System for Award Management” at <https://www.sam.gov> to check for such suspension and debarment and,
- c) The Contractor will provide for a similar provision of compliance regarding suspension and debarment in each lower tier covered transaction the Contractor may enter into related to this same project, award and/or Agreement.

Please refer to Attachment I

Any Contract Awarded >\$100,000 will also require compliance with:

19. Clean Air

- a) 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.
- b) 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.
- c) 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.

20. Clean Water

- a) 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. 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.
- b) 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.

21. Resolution of Disputes, Breaches or Other Litigation

Every attempt to resolve disputes arising in the performance of this Agreement should be made by both LSCOG and the Contractor. The final determination on complaints between the parties will be made in writing by the Executive Director of LSCOG; otherwise, all claims, counterclaims, disputes and other matters in question between LSCOG 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 of South Carolina in which the LSCOG is located. No action or failure to act by LSCOG or Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, 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.

22. Restriction on Lobbying (Certification Provided at Time of Solicitation)

- 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 a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. 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 thereof.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 (as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (11/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at Title 2 USC section 1601: et seq.)).
- c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, 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 Title 31 USC Section 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.

Please refer to Attachment II

PART IX. ATTACHMENTS

Attachments I and II have been incorporated into this RFP.

Attachment I

**Third Party Contractor Certification Regarding Suspension and Debarment
And Lower Tier Covered Transactions**

The Agreement now reached between Lower Savannah Council of Governments and the Contractor, if greater in award than \$25,000 utilizing any Federal funding, will be a covered transaction for the purpose of the following:

- 1) Required compliance with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 120. By signing this document the Contractor testifies it will comply with Federal debarment and suspension requirements and,

- 2) The Contractor is aware Lower Savannah Council of Governments is required to review the U.S. GSA "System for Award Management" at <https://www.sam.gov> to check for such suspension and debarment and,

- 3) The Contractor will provide for a similar provision of compliance regarding suspension and debarment in each lower tier covered transaction the Contractor may enter into related to this same project, award and/or Agreement.

Signature

Date

Print Contractor Name / Title

Attachment II

**CERTIFICATION
OF
RESTRICTIONS ON LOBBYING**

I, _____
(Name and title of authorized official)

hereby certify on behalf of _____ that:
(Name of Firm)

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 a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. 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 thereof.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 (as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (11/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at Title 2 USC section 1601: et seq.)).

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, 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 Title 31 USC Section 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.

Signature of Authorized Representative

Printed Title of Authorized Representative

Date