



1418 Third Avenue
Conway, SC 29526
Phone 843.488.0865

**Request for Proposals for “Turn-Key” Bus Stop Destination Project
for
Waccamaw Regional Transportation Authority**

BUS STOP DESTINATION PROJECT

Project Number: 120216

RFP Opening

February 10, 2017, 10:00 a.m. (EST)
1418 Third Ave.
Conway, South Carolina, 29526

SUMMARY STATEMENT

Waccamaw Regional Transportation Authority d/b/a The Coast RTA, is requesting proposals from qualified offerors to perform a turn-key project for planning and placing supplied bus stop signs and poles for all stops on “existing routes.” The project will include all steps necessary to complete the entire project, including, but not limited to Program Management, Development/Refinement of Phased Approach to Implementation and Safety Plan, Schedule, Geo-coded Database of Stop Locations, Develop Policy/Procedure for Locating/Re-locating/Removing Stop Locations, Bus Stop Permitting/Property Owner Coordination and Bus Stop Installation. Waccamaw Regional Transportation Authority does not have an established timeline for this effort, Therefore, we are expecting this to be a multi-year engagement (3-5 years) with the successful proposer. Existing routes include approximately 300 locations and the project may include placing additional stops for new routes in future years. Waccamaw Regional Transportation Authority desires the first 10 bus stop signs to be installed by May 29th, 2017. The successful proposer shall furnish all necessary labor, supervision, supplies, material and equipment to satisfactorily perform this project involving considerable coordination with Waccamaw Regional Transportation Authority staff.

“Cover Sheet”

BUS STOP DESTINATION PROJECT

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<p style="text-align: center;">WACCAMAW REGIONAL TRANSPORTATION AUTHORITY DBA THE COAST RTA</p> <p style="text-align: center;">REQUEST FOR PROPOSALS</p> <p style="text-align: center;">SEALED PROPOSALS WILL BE RECEIVED UNTIL 10:00 AM ON FEBRUARY 10, 2017 (EST)</p>	<p>MAIL OR HANDCARRY PROPOSALS TO: WACCAMAW REGIONAL TRANSPORTATION AUTHORITY DBA THE COAST RTA PROCUREMENT DEPARTMENT 1418 THIRD AVE. CONWAY SC, 29526 TELEPHONE No. (843) 438-3015</p> <p style="text-align: center;">RFP #120216 (to be shown on envelope)</p>
<p>PROPOSAL TITLE: <i>Bus Stop Destination Project</i></p>	
<p>VENDOR NAME:</p>	
<p>VENDOR MAILING ADDRESS:</p>	
<p>CITY – STATE – ZIP PHONE NUMBER:</p>	
<p>AUTHORIZED SIGNATURE:</p>	
<p>FEDERAL ID OR SOCIAL SECURITY NUMBER: LIST DUNS NUMBER (REQUIRED):</p> <p style="text-align: center;">() YES () NO</p>	
<p>I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY CORPORATION, FIRM, OR PERSON SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, OR EQUIPMENT, AND IS IN ALL RESPECTS FAIR & WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL CONDITIONS OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE PROPOSER.</p>	<p>REGISTERED ON SYSTEM FOR AWARD MANAGEMENT (S.A.M.) (REQUIRED) WWW.SAM.GOV</p> <hr style="border: 0.5px solid black;"/> <p style="text-align: center;">AUTHORIZED SIGNATURE (TYPED / PRINTED)</p> <hr style="border: 0.5px solid black;"/> <p style="text-align: center;">TITLE DATE</p>

IMPORTANT

PROPOSAL ACCEPTANCE AND DELIVERY STATEMENT

IN COMPLIANCE WITH THE REQUEST, AND SUBJECT TO ALL CONDITIONS THEREOF, THE ABOVE SIGNED OFFERS AND AGREES, IF THIS PROPOSAL IS ACCEPTED WITHIN 60 DAYS OF AWARD TO FURNISH ANY OR ALL ITEMS/SERVICES PROPOSED ON, AT PRICES SET FORTH AND MAKE DELIVERY WITHIN THE TIMELINE SPECIFIED HEREIN.

This Form Must Be Completed And Returned With Proposal

Bus Stop Destination Project 120216

Procuring Entity: Waccamaw Regional Transportation Authority
Project Number: 120216
Issue Date: December 22, 2016
Procuring Entity: Waccamaw Regional Transportation Authority,
1418 Third Avenue, Conway, SC 29526
Procurement Manager: Mr. Kevin L. Parks, Grants & Procurement Manager
Telephone Number: 843-438-3015
Fax Number: 843-438-0874
Email: procurement@coastrta.com

1.0 PROPOSALS RECEIVED

Sealed proposals will be received by Waccamaw Regional Transportation Authority, 1418 Third Avenue, Conway, SC 29526 in accordance with the scope of work, instructions, and conditions until February 10, 2017, 10:00 a.m. (EST) at which time all proposals, properly received and in proper form shall be publicly opened and read aloud.

Proposals received prior to the advertised hour of opening will be kept securely sealed. Any proposals received after the time to which reference is made will not be considered.

It is anticipated that approximately 80 percent of the funding for this project is being provided by the Federal Transit Administration (FTA) or The South Carolina Department of Transportation (SCDOT) and is subject to all applicable federal laws, standards, and regulations, which are elaborated upon throughout this proposal solicitation.



A pre-proposal conference to review the project is scheduled for January 19, 2017 10:00 a.m.

Attendance is not mandatory, but is highly recommended !



Waccamaw Regional Transportation Authority has prepared and attached to these instructions the required forms to be submitted with the proposal. The proposal and all other accompanying documents or materials submitted by the proposal will constitute part of the proposal package.

2.0 SEALED PROPOSALS

Sealed envelopes containing the proposal packages must be sealed and addressed as follows:

**Attn: Kevin Parks
RFP 120116
Waccamaw Regional Transportation Authority
1418 Third Avenue
Conway, SC 29526**

All proposals and required documentation shall be in a sealed envelope or shipping box and be marked on the outside in the lower left corner with Name of Project (***BUS STOP DESTINATION PROJECT***); and Project Number (120216).

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FOUR (4) PROPOSALS ARE TO BE SUBMITTED, WITH ONE OF THE FOUR BEING CLEARLY MARKED AS THE ORIGINAL.

2.1 Proposal Security
N/A

2.2 Irregularities and Rejections

Waccamaw Regional Transportation Authority reserves the right to waive irregularities in the proposal and to reject any or all proposals.

2.3 Proposal Qualifications

- A. If the offeror is an entity organized in a state other than South Carolina, it shall provide evidence that it is qualified to transact business in South Carolina and shall be registered with South Carolina Department of Revenue, and shall provide evidence of any necessary jurisdictional licenses required to operate within Horry County, Georgetown County and any Municipality contained within.
- B. The offeror shall have experience performing this type of work and be fully aware of all legal, easement, and right-of-way laws and regulations.

2.4 Project Schedule

The following schedule will be adhered to with regard to the Invitation for Proposals, and is subject to change:

Proposal Announcement	December 22, 2016
Pre-Proposal Conference	January 19, 2017, 10:00 a.m. (EST) @ Waccamaw Regional Transportation Authority
Proposal Opening	February 10, 2017, 10:00 a.m. (EST)
Anticipated Award & Notice to Proceed	February 23, 2017

3.0 AUTHORIZATION OF PROPOSAL

If an individual doing business under an assumed name, the proposals shall so state. If the proposal is made by a partnership, the full name and addresses of each member and the address of the partnership shall be given and one member shall sign the proposal thereof. If a corporation makes the proposal, an authorized officer shall sign it in the corporate name. If the proposals are made by a joint venture, the full name and address of each member of the joint venture shall be given and each venture shall sign the proposals. The forms are included and they are to be filled out and submitted with the proposal.

3.1 AUTHORIZED SIGNATURE

The authorized signature block found on any document in connection with this procurement and/or its resulting contract must always be signed on the offeror's or contractor's behalf by an individual who is authorized to bind the offeror or contractor to all statements, services and prices contained therein.

4.0 PROPOSAL FORMAT

The offerors shall specify in their proposal the section(s) they are responding to and how they shall meet the stated scope of work. It is required that all offerors follow the proposals format and include the necessary specific information. Excluding required forms, proposal should not exceed twenty (20) additional pages.

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4.1 PROPOSAL FORMS

Price shall be negotiated with the successful proposer. If price cannot be negotiated to a mutually agreeable rate, then the next highest scoring proposer shall be brought before the interviewing team to discuss the project and price.

The following documents are to be completed by the offeror and must be submitted with the proposal:

➤ FTA Procurement Compliance Forms as Directed:

- Certification of Contractor Debarment, Suspension and other Responsibility Matters
- Non-Collusion Affidavit
- Certification of Compliance with Restrictions on Lobbying
- Acknowledgment of Addenda
- Compliance with Scope of Work
- List of Similar Contracts/References
- DBE Approval Certification

➤ Schedule of Deliverables

All names on the proposal shall be typed or printed below the signatures. Proposals must include the required forms provided. Proposals submitted on any other form may be considered non-responsive and may be rejected. Any erasures, corrections or other changes appearing on the proposal form must be initialed and dated by the person signing the proposal.

All documents to be submitted with the proposal must be properly signed and notarized where specified.

5.0 SYSTEM FOR AWARD MANAGEMENT (www.sam.gov)

5.1 All proposers **must** be registered on The System for Award Management (SAM), an official website of the U.S. government (See Page 2). The SAM system is found online at www.sam.gov. There is **NO** cost to use SAM. Registration is relatively simple. Register to do business with the U.S. government, and its entities for free, directly from this site. Find free help with your SAM registration on our its tab, including user guides, videos, and FAQs. Offerors **must** also provide a DUNS number. (See Page 2).

6.0 PROTEST PROCEDURES

6.1 GENERAL

Protest may be made by prospective offeror or offerors whose direct economic interest would be affected by the award of a contract or by failure to award a contract. Waccamaw Regional Transportation Authority will consider all protest requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to: Brian Piascik, General Manager/CEO, Waccamaw Regional Transportation Authority, 1418 Third Avenue, Conway, SC 29526. Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. Protest must include the following information:

- A. Name, address, and telephone number of protestor,
- B. Identification of contract solicitation number,
- C. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.
- D. A statement as to what relief is requested.

Protest must be submitted to Waccamaw Regional Transportation Authority with ten (10) days of award of any contract, and in accordance with these procedures and time requirements must be complete and contain all issues that the protestor believes relevant. In the procedures outlined below, the General Manager is considered to be the Contracting Officer.

6.2 PROTESTS BEFORE OPENING

Proposal protest alleging restrictive specifications or improprieties which are apparent prior to the proposal opening or receipt of proposals must be submitted in writing to the Contracting Officer at the address above and must be received at least seven (7) days prior to the proposal opening or closing date for receipt of proposal proposals. If the written protest is not received by the time specified proposals or proposals may be received and award made in the normal manner unless the Contracting Officer determines that remedial action is required. Oral protest not followed up by a written protest will be disregarded. The Contracting Officer may request additional information from the appealing party and information or responses from other offerors, which shall be submitted to the Contracting Officer not less than ten (10) days after the date of Waccamaw Regional Transportation Authority's request. So far as practical, appeals will be decided based on the written appeal, information and written responses submitted by the appealing party and other offerors. In failure of any party to timely respond to a request form information, it may be deemed by Waccamaw Regional Transportation Authority that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such case, the protest will proceed and will not be delayed due to the lack of response. Upon receipt and review of written submissions and any independent evaluation deemed appropriate by Waccamaw Regional Transportation Authority, the Contracting Officer, shall either (a) render a decision, or (b) at the sole election of the Contracting Officer, conduct an informal hearing at which the interested parties will be afforded the opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Following the informal hearing, if one is held, the Contracting Officer will render a decision, which shall be final, and notify all interested parties thereof in writing but no later than ten (10) days from the date of the informal hearing.

6.3 PROTEST AFTER OPENING/PRIOR TO AWARD

Proposal protests against the making of an award by Waccamaw Regional Transportation Authority must be submitted in writing to the Contracting Officer and received within ten (10) days of the award by Waccamaw Regional Transportation Authority. Notice of the protest and the basis thereto will be given to all offerors or offerors. In addition, when a protest against the making of an award by Waccamaw Regional Transportation Authority is received and it is determined to withhold the award pending disposition of the protest, the offerors or offerors whose proposals or proposals might become eligible for award shall be requested before the expiration of the time for acceptance, to extend or to withdraw the proposal. Where a written protest against the making of an award is received in the time period specified, award will not be made prior to ten (10) days after resolution of the protest unless Waccamaw Regional Transportation Authority determines that:

- a) The items to be purchased are urgently required
- b) Delivery or performance will be unduly delayed by failure to make an award promptly, or
- c) Failure to make an award will otherwise cause undue harm to Waccamaw Regional Transportation Authority or the federal government.

6.4 PROTESTS AFTER AWARD

In instances where the award has been made, the Contractor shall be furnished with the notice of protest and the basis thereof. If the contractor has not executed the contract as of the date of the protest is received by Waccamaw Regional Transportation Authority; the execution of the contract will not be made prior to ten (10) days after resolution of the protest unless Waccamaw Regional Transportation Authority determines that:

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- a) The items to be purchased are urgently required
- b) Delivery or performance will be unduly delayed by failure to make an award promptly, or
- c) Failure to make an award will otherwise cause undue harm to Waccamaw Regional Transportation Authority or the federal government.

6.5 FTA PROTEST REVIEW PROCEDURES

Circumstances under which FTA will accept and review protests are limited to the following:

- a) The alleged failure of Waccamaw Regional Transportation Authority to have written protest procedures;
- b) The alleged failure of Waccamaw Regional Transportation Authority to follow such procedures;
- c) The alleged violation by Waccamaw Regional Transportation Authority of a specific federal requirement; which provides an applicable complaint procedure.

7.0 ADDENDUM

Any changes in these instructions, the general conditions or scope of work, or other requirements will be accomplished by an addendum in writing, sent to all prospective offerors. All such addenda shall become a part of the contract. **Each prospective offeror is required to acknowledge receipt of all addenda in writing, by completing and signing the attached addendum form.** Failure to acknowledge receipt of all addenda may cause the proposals to be considered non-responsive, and therefore, rejected.

8.0 PROPOSAL WITHDRAWALS

Each and every offeror who submits their proposal specifically waives any right to withdraw it except as hereinafter provided. Offerors will be given permission to withdraw any proposals after it has been deposited with Waccamaw Regional Transportation Authority provided offeror makes his request by telephone, facsimile or in writing, twenty-four (24) hours before the due time. Request pertaining to withdrawal by telephone or facsimile must be confirmed in writing by the offeror and must reach the office of the Grants & Procurement Manager of Waccamaw Regional Transportation Authority not later than one (1) hour prior to the time fixed for submission of proposals. No offerors may withdraw their proposal within sixty (60) days after the date and time fixed for proposals opening.

9.0 PROPOSAL REJECTIONS

Waccamaw Regional Transportation Authority reserves the right to waive any minor proposal informalities or irregularities received which do not go to the heart of the proposals or prejudice other offerors, or to reject, for good and compelling reason, any and all proposals submitted. Conditional proposals, or those which take exception to the general conditions, scope of work, or to other contract requirements may be rejected. When a proposal shows evidence of unbalanced proposal (i.e., some of the items represent nominal prices while others are grossly inflated) such proposals may be deemed non-responsive.

10.0 PROPOSAL QUALIFICATIONS FOR AWARD

- a) Award negotiation attempts will be made with the highest scoring, responsive and responsible offeror.
- b) All proposals must be good for 60 days, from the date of proposal opening.
- c) Consideration will be given to offeror's to meet and detail their ability to meet all project scope criteria listed in this Request for Proposal.
- d) Procurement resulting in a single proposal will be treated as a negotiated procurement and Waccamaw Regional Transportation Authority reserves the right to negotiate with a single offeror to achieve a fair and reasonable price or to re-announce the Request for Proposal. If

both parties cannot agree upon a negotiated price, Waccamaw Regional Transportation Authority reserves the right to reject the single proposal.

11.0 PROPOSAL AWARD

In order for a offeror to be eligible to be awarded the contract, the proposal must be responsive to the solicitation and Waccamaw Regional Transportation Authority must be able to determine that the offerors are responsible to perform the contract satisfactorily.

Waccamaw Regional Transportation Authority anticipates this to be a multi-year engagement (up to 3-5 years) and will award a multi-year, negotiated price contract, with the option to renew and award until project is completed, at the pre-negotiated price.

Proposal must remain in effect for sixty (60) days from the proposal opening. Conditional proposals, or those which take exception to the general conditions, scope of work, or to other contract requirements may be rejected.

Waccamaw Regional Transportation Authority reserves the right to withdraw this request at any time without prior notice or to postpone the proposal opening for its own convenience. Waccamaw Regional Transportation Authority makes no representations that any agreement will be awarded to any offeror responding to this request. Waccamaw Regional Transportation Authority reserves the right to reject any and all proposals responding to this invitation without indicating any reason for such rejections. Waccamaw Regional Transportation Authority reserves the right nevertheless, to accept the proposal other than the highest scoring proposal, if it determines that Waccamaw Regional Transportation Authority's interest will be best served by doing so, or to reject all proposals or parts of proposals received.

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

12.0 PROPOSALS ACCEPTED

Each proposal will be submitted with the understanding that the acceptance in writing by Waccamaw Regional Transportation Authority of the proposal to furnish any or all items described therein, shall constitute a contract between the offerors and Waccamaw Regional Transportation Authority. This shall bind the offerors on his/her part to furnish and deliver at their negotiated price, and in accordance with conditions of said accepted proposals, the scope of work.

13.0 REMEDIES/SANCTIONS FOR BREACH OF CONTRACT (Liquidated Damages)

Without limiting in any manner other remedies or damages to which Waccamaw Regional Transportation Authority may be entitled in law or in equity and/or under this contract in the event of a breach by the contractor or failure by the contractor to satisfactorily complete the work it contracts to do herein, Waccamaw Regional Transportation Authority shall be entitled to recover the full amount of its cost which are related in any manner to soliciting a new proposal or proposals, which include all or any portion of the work the contractor has agreed to perform under this contract. Should contractor fail to substantially complete the work covered by this contract within the time specified, and unless such delay is caused by actions entirely beyond the control of the contractor, contractor shall likewise be liable to Waccamaw Regional Transportation Authority for all expenses and damages, direct and consequential, resulting from such delays. The Offeror and Waccamaw Regional Transportation Authority recognize that liquidated damages requirements are appropriate if parties to a contract may reasonably expect to incur damages in the form of increase costs resulting from the late completion of the contract. Therefore, the Waccamaw Regional Transportation Authority will impose a pre-negotiated liquated damages charge per day, each day after scheduled completion date.

14.0 CONTRACT SUBLETTING

Because Disadvantaged Business Enterprise (DBE) {see DBE} is a requirement of this solicitation, Waccamaw Regional Transportation Authority does anticipate a portion of the work to be sublet. However, no portion of the contract may be assigned, sublet or transferred without the express written consent and approval of Waccamaw Regional Transportation Authority.

15.0 CONTRACT DOCUMENTS

The successful offeror shall execute a contract with Waccamaw Regional Transportation Authority in a form satisfactory to Waccamaw Regional Transportation Authority that will incorporate the terms and condition set forth in this Invitation for Proposal and the documents included therein. The contract may also contain such other terms and conditions as Waccamaw Regional Transportation Authority may require. In no event shall a formal contract supersede terms and conditions set forth in the Request for Proposal or any amendments.

15.1 CONTRACT CHANGES

Any changes in a resulting contract shall be submitted to Waccamaw Regional Transportation Authority for its approval and Waccamaw Regional Transportation Authority will make the change by written contract modifications. The contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any contractor-initiated specification change(s) not properly ordered by written modification to the contract and signed by Waccamaw Regional Transportation Authority.

16.0 INDEMNIFICATION

The contractor shall indemnify, save, defend and hold harmless Waccamaw Regional Transportation Authority, its officers, agents and employees free of all losses, damages, claims and expenses in any wise arising or resulting from the actions and omissions of the Contractor, its employees, agents or contractors in the performance of its services hereunder.

17.0 PROPRIETARY RIGHTS/RIGHTS IN DATA

The term *subject data* used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in scope of work or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to; computer software, engineering drawings and associated list, scope of work, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term *subject data* does not include financial reports, cost analysis, and similar information incidental to contract administration.

The procuring agency reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the following subject data for its purposes.

1. Any subject data, required to be developed and first produced in the performance of the contract and specifically paid for as such under the contract, whether or not a copyright has been obtained; and
2. Any rights of copyright to which the contractor, subcontractor or supplier purchase ownership for the purpose of performance of the contract and specifically paid for as such under the contract.

The contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the contract.

18.0 APPLICABLE LAW

The contract shall be construed and governed in accordance with the law of the State of South Carolina. All actions whether sounding in contract or tort relating to the validity, construction, interpretation and

enforcement of the contract shall be instituted and litigated in the Courts of the State of South Carolina, located in Horry County, and in no other. In accordance therewith, the parties to this contract submit to the jurisdiction of the Courts of the State of South Carolina, located in Horry County.

18.1 NON-DISCRIMINATION

The contractor who is the recipient of Waccamaw Regional Transportation Authority funds, or who proposes to perform any work or furnish any goods under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public because of religion, race, sex, age, physical or mental disability, or perceived disability. Discriminatory practices based upon the foregoing are declared to be contrary to the public policy. The offeror agrees to fully comply with the federal mandates of the Americans with Disabilities Act. The offeror further agrees that this article will be incorporated by the offeror in all contracts entered into with suppliers of materials, services, subcontractors and all labor organizations, furnishing skilled, unskilled and craft union connection with this contract.

19.0 TAX EXEMPTION

Purchaser is exempt from payment of all Federal, State and local taxes in connection with the project.

20.0 USE OF WACCAMAW REGIONAL TRANSPORTATION AUTHORITY'S NAME IN ADVERTISING AND PUBLIC RELATIONS

Waccamaw Regional Transportation Authority reserves the right to review and approve Waccamaw Regional Transportation Authority related copy prior to publication. The contractor shall not proceed with Waccamaw Regional Transportation Authority related copy to be published in the contractor's advertisement or public relations program until submitting a copy and receiving prior written approval from Waccamaw Regional Transportation Authority. The contractor shall agree that material published about or referring to Waccamaw Regional Transportation Authority and its equipment shall be factual and in no way imply that Waccamaw Regional Transportation Authority encourages the contractor's firm or service.

21.0 OFFERORS RESPONSIBILITY

It is the intent of the scope of work to provide for goods and services of first quality, and the workmanship must be the best obtainable in the various trades. The offeror's shall assume responsibility for all materials used in the proposals item whether the vendor manufactures the same or purchased ready-made from a source outside the Offeror's company.

22.0 COMPLIANCE WITH SCOPE OF WORK

The successful offeror shall certify that the services furnished under the contract shall fully comply with the scope of work attached hereto (see sections 28 & 29). In the event any materials or services furnished by the offerors do not fulfill the intention of these scope of work or do not comply with the specification conditions and requirements as accepted by the offeror, said materials or services shall not be considered as being delivered and the assessment for liquidated damages set forth shall apply and be enforced.

All finished sign installations and all work performed by the contractor will be inspected by Waccamaw Regional Transportation Authority Operation's and Managerial staff and/or designee in a timely fashion. Items requiring corrections or not meeting specification shall be noted and submitted to the contractor. The contractor shall correct any deficiencies promptly with no additional expense to Waccamaw Regional Transportation Authority.

23.0 PRICING

Pricing shall be negotiated with the successful proposer. Do not disclose pricing in proposal submission.

24.0 TERMS OF PAYMENT

Unless other payment arrangements are agreed upon, payment shall be net thirty (30) days after completion and acceptance of services and receipt of the invoice. Invoicing shall be done monthly. Invoices should be sent to the attentions of Waccamaw Regional Transportation Authority Accounts Payable Department or preferably via email to: accountspayable@coastrta.com.

Offeror's invoice for services shall reflect:

- Purchase order number
- Delivery date of service(s)
- Description(s) of work performed
- Total invoice amount

25.0 INSURANCE ****IMPORTANT****

****Insurance Requirements: \$1,000,000.00 (One Million Dollars)****

- General Liability
- Employer's Liability

The offeror shall furnish satisfactory proof of insurance to Waccamaw Regional Transportation Authority. On each policy of insurance required hereunder, Waccamaw Regional Transportation Authority shall be named as additional insured.

In addition, the offeror shall maintain in effect at all times during the performance of work under this contract, workmen's compensation insurance, **only as required by state law**.

****Insurance Requirements: \$1,000,000.00 (One Million Dollars)****

Unless specific requirements are listed below, offeror shall obtain and thereafter maintain and pay the premiums for insurance of the types and the limits that it deems sufficient for its protection.

Additional insurers required by contract should be automatically included in all of the Offeror's insurance programs:

Waccamaw Regional Transportation Authority
Myrtle Beach Transfer Center
580 10th Ave. North
Myrtle Beach, SC 29577

- a. Proof that such insurance coverage exists shall be furnished to Waccamaw Regional Transportation Authority before the offeror commences any of the parts of the work of the Contract. The offeror agrees that if any policy of insurance is in effect in such manner as to affect the insurance called for herein, a 30 day notice in writing shall be given to Waccamaw Regional Transportation Authority prior to any such change or cancellation.
- b. The offeror shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 and those of all applicable State Acts, Laws or Regulations during the conduct of and the Offeror's performance of this Contract. The Offeror shall indemnify Waccamaw Regional Transportation Authority for fines, penalties, damages and corrective measures that result from the acts of commission or omission of the offeror, its subcontractors, if any, agents, employees and assigns and their failure to comply with such safety rules and regulations.

- c. Waccamaw Regional Transportation Authority will give to the offeror prompt notice in writing of the institution of any suit or proceeding and permit the offeror to defend same, and will give all needed information, assistance, and authority to enable the offeror to do so. The offeror shall similarly give Waccamaw Regional Transportation Authority immediate notice of any suit or action filed or prompt notice of any claim arising out of the performance of the Contract. The offeror shall furnish immediately to Waccamaw Regional Transportation Authority copies of all pertinent papers received by the offeror.
- d. The offeror shall require its subcontractors, if any, to obtain an amount of insurance coverage, which is deemed adequate by the offeror. The offeror shall be liable to the extent that the subcontractor insurance coverage is inadequate. The subcontractors, prior to commencing any of the work, shall submit certificates evidencing such insurance coverage to the offeror.
- e. Waccamaw Regional Transportation Authority reserves the right to inspect in person, prior to commencement of the work, all of the offeror's insurance policies in regard to insurance required herein.

26.0 CORRESPONDENCE

In cases where communication is required between offerors and Waccamaw Regional Transportation Authority, such as further information, furnishing of scope of work, or obtaining approval of proposed service, such communications from offeror shall be forwarded directly to Procurement Manager, 1418 Third Avenue, Conway, SC 29526. Telephone Number: (843) 438-3015, Fax Number: (843) 488-0874, or via Email: procurement@coastrta.com. Note: The proposal number 120216 must be shown on all correspondences.

27.0 INTRODUCTION TO SCOPE OF SERVICES AND REQUIREMENTS

The following information is provided to assist the offeror in understanding the scope of services needed by Waccamaw Regional Transportation Authority.

A pre-proposal conference is scheduled for January 19, 2017, 10:00 a.m. at Waccamaw Regional Transportation Authority, 1418 Third Avenue, Conway, SC 29526 (Board Room). **Attendance is not mandatory, but attendance is highly recommended.** The pre-proposal conference will provide the opportunity to review the requirements and intent of the contract documents.

As a public transportation agency Waccamaw Regional Transportation Authority takes pride in providing an exceptionally safe and clean work environment at all times for its employees and contractors and expects this same level of safety, pride and cleanliness to be extended and demonstrated at all work sites and in all work performed by contractor or subcontractor.

1. Staffing

The Contractor shall provide adequate personnel, trained in proper duties and techniques to properly and perform services.

2. The Contractor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same level of employees through all portions of the project. In addition, contractor and subcontractor staff shall have the ability to:

- a. Read, write, speak and understand the English language.
- b. Have the necessary public relations skills to deal with Waccamaw Regional Transportation Authority management in a professional, courteous, businesslike manner.
- c. Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.
- d. Maintain poise, self-control, tact, diplomacy and mature judgment under stress.

3. Waccamaw Regional Transportation Authority reserves the right to require the Contractor to remove any personnel from further duty if deemed unfit to perform said duty, without cause and without the right to recover damages by such employee or by the Contractor from Waccamaw Regional Transportation Authority. If Waccamaw Regional Transportation Authority requires the removal of any personnel from duty, Waccamaw Regional Transportation Authority will attempt to provide the Contractor reasons for the removal demand. However, Waccamaw Regional Transportation Authority is not required to provide such reasons, the Contractor may not challenge such reasons, and the Contractor shall promptly remove and replace an individual employee when requested to do so by Waccamaw Regional Transportation Authority.
4. Appearance Standards
The selected Contractor's employees shall be dressed safely and appropriately for all portions of contracted work being performed (safety vest, gloves, eye protection, & etc. as necessary)
5. Contractor Responsibility
The successful Contractor shall be responsible for all coordination, and supervision of personnel and functions associated with his/her staff while performing services for Waccamaw Regional Transportation Authority.
6. Waccamaw Regional Transportation Authority
Waccamaw Regional Transportation Authority will be responsible for providing direction to the Contractor. These activities include, but may not be limited to, the following:
 - o Identify a Contract Administrator at the time of award for each facility. The Contract Administrator will submit in writing to the Contractor the names of Waccamaw Regional Transportation Authority personnel that will have authority to make changes or additions to the contracted items. Changes or additions made by anyone other than Waccamaw Regional Transportation Authority authorized personnel will not be accepted or paid for by Waccamaw Regional Transportation Authority.
 - o Signage installation will involve a two (2) county service area consisting of both Horry and Georgetown Counties in South Carolina. Primary emphasis of all signage installation will initially be in Horry County.
 - o Supply all signs and posts necessary for this contract.
 - o Establish time and frequency of any necessary direct meetings with the Contractor's Manager.
 - o Schedule any necessary inspections with the Contractor's Manager. Quality service and strict adherence to the contract will be expected from the Contractor.
 - o The proposer must comply with all local laws, rules, and regulations on the work describe herein.
 - o The installation of the proposed signs will require digging. The proposer shall coordinate with the Palmetto Utility Protection System and any other utility companies necessary to verify the location of all underground utilities. No direct payment will be provided for this work. All costs for coordination with the utility companies and PUPS shall be included in the proposal price when negotiated.

28. SCOPE OF SERVICES

Background:

The primary goal of this project is to physically place bus stop signs for all stops on all "existing routes". Waccamaw Regional Transportation Authority does not have an established timeline for this effort. Therefore, we are expecting this to be a multi-year engagement (3-5 years) with the successful proposer. Without going into the history of Waccamaw Regional Transportation Authority, the Bus Stop Designation Program is our most important project. It will be highly visible and politically-charged and the successful bidder can expect media coverage and

considerable public scrutiny. However, we anticipate full cooperation from SCDOT and local jurisdictions as long as we fully communicate/coordinate with them.

Existing routes include approximately 300 locations and the project may include placing stops for new routes in future years.

Waccamaw Regional Transportation Authority is contemplating relatively unique pricing for this project. Consultant will develop a project set-up fee that will be invoiced at the beginning of the project. Then Waccamaw Regional Transportation Authority will be paying by the implemented stop by the month. The consultant will provide a unit cost per standard stop with an allowance for non-standard stops (up to 10% of all stops). Non-standard stops may include additional permitting requirements (required concrete pad, permitting fees, etc.) or other extenuating circumstances that requires an additional level of effort on the part of the consultant. Pricing will not be part of the proposal and will be negotiated with the successful proposal. The pricing is designed to incentivize efficient progress on the project.

Proposer is asked to use the following scope as a base from which to develop its strategy for systematic, cost-effective, and efficient implementation of the project.

Task 1 – Program Management

This task includes periodic progress meetings with Waccamaw Regional Transportation Authority staff, invoicing (monthly) with progress reports (including a map of installed/uninstalled stops), and management of subcontractors.

Task 2 – Development/Refinement of Phased Approach to Implementation and Schedule

A map of our routes with primary stop locations is found on our website www.coastrta.com or on our Ride Tracker App (consultants will have access to electronic files for their proposals). As part of their proposal, contractors should lay out how they plan to approach this project to install bus stop signs as systematically and efficiently as possible. Whether the approach is easiest to hardest to install, by route, by municipality/jurisdiction, urban to rural, other approach or combination of methods. With the understanding that some “on the fly” methods may take over during the project – this approach will be central to the evaluation of the proposal. The consultant will have an opportunity to modify the approach once they have had a chance to fully comprehend the permitting process and land owner negotiation.

An implementation schedule will be provided to Waccamaw Regional Transportation Authority within 30 business days of award with updates/refinements to the schedule provided with each monthly progress report.

Task 3 – Geo-coded Database of Stop Locations

The eventual locations for all stops in the system will be provided in a geo-coded database that will include but will not be limited to the following:

- Location – geocode and nearest street address
- Unique bus stop number
- At least two photographs of the stop from different vantage points
- Jurisdiction
- Bus routes that serve location
- Adjacent landmarks/trip generators
- Amenities (to be added later)
- Boardings/Alightings (to be added later)

Task 4 – Develop Policy/Procedure for Locating/Re-locating/Removing Stop Locations

Contractor will develop a policy/procedure for future locating/re-locating or removing stops. The policy will establish the thresholds for establishing a stop, and also set the requirements that must be met prior to a stop request being considered. The procedure will outline step by step instructions, thresholds/reasons that trigger the need to locate or move a stop and a description of the permitting process for each jurisdiction.

Task 5 – Bus Stop Permitting/Property Owner Coordination

Contractor will take all necessary actions to legally place bus stops signs at or near all prescribed locations provided by Waccamaw Regional Transportation Authority. Signs will be placed such that passengers can wait with reasonable safety and the bus can stop safely.

Task 6 – Bus Stop Sign Installation

Once it is legal to do so at any given location, contractor will install bus stop signs and posts. Waccamaw Regional Transportation Authority will provide signs and poles with input on pole selection from contractor. However, contractor shall provide any hardware (i.e. bolts, nuts, lock washers, flat washers, specialty brackets, & etc.) required to complete installation. Consultant will be involved in pole selection and it is possible we will purchase different types of poles for different stop situations/configurations. If allowable, it is preferred that the signs be installed on existing poles or structures.

Task 7 – Disadvantaged Business Enterprise Participation

A separate contract goal of **20% DBE participation** has been established for this procurement. DBEs must be approved through the South Carolina Department of Transportation’s Unified Certification Program http://www.scdot.org/doing/businessDevelop_SCUnified.aspx. Contractor is expected to utilize 20% DBE cost participation throughout the entire life-span cost of this procurement. Any DBE selected must first be verified and approved by the Procurement Officer of Waccamaw Regional Transportation Authority. DBE participant information should be indicated within the proposal being submitted.

31. SCORING CRITERIA (***Please Discuss and Elaborate on Each in Proposal***)

- Experience & Knowledge of Right-of-Way & Easement Acquisition (20%)
- Experience & Knowledge Permitting Process (20%)
- Experience & Knowledge of Developing a Traffic Control Plan (20%)
- Experience & Knowledge of Developing an Overall Safety Plan (20%)
- DBE Inclusion ***shall be minimum 20%*** {access to the Certified DBE list in South Carolina is available by request; and providing this list shall not be construed or interpreted as any form of addenda or disallowed discussion with requesting vendor}

32. 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 government in either its sovereign or contractual capacity, fire, 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 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 the required delivery schedule.

31. SUBMITTING CONFIDENTIAL INFORMATION

An overview is available at www.state.sc.us/mmo/legal/foia.htm). For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark every page, or portion thereof, with

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the word "CONFIDENTIAL", that Offeror contends contains information that is exempt from public disclosure because it is either:

- A. A trade secret as defined in Section 30-4-40(a)(1), or
- B. Privileged and confidential, as that phrase is used in Section 11-35-410.

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark every page, or portion thereof, with the words "TRADE SECRET," that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark every page, or portion thereof, with the word "PROTECTED" that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror:

- A. Agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED",
- B. Agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and
- C. Agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". (All references to S.C. Code of Laws.).

FEDERAL TRANSIT ADMINISTRATION & SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

Required Contract Clauses

The document complies with FTA Circular 4220.1F
"Third Party Contracting Requirements,"
and
South Carolina State Management Plan

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq. 49 CFR Part 18

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

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i) 49 CFR

633.17

Access to Records - The following access to records requirements apply to The Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to The contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to The contract for the purposes of making audits, examinations, excerpts and transcriptions.

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4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive proposalding, the Contractor will make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under The contract for a period of not less than three years after the date of termination or expiration of The contract, except in the event of litigation or settlement of claims arising from the performance of The contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I <u>State Grantees</u>						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless ¹ noncompetitive award		Yes, if noncompetitive award or if funded thru ² 5307/5309/5311	None unless noncompetitive award	None unless noncompetitive award	None unless noncompetitive award
II <u>Non State Grantees</u>						
a. Contracts below SAT (\$100,000)	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects	Yes ³		Yes	Yes	Yes	Yes

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

FEDERAL CHANGES

49 CFR Part 18

Federal Changes - Contractor will at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between Purchaser and FTA , as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to so comply will constitute a material breach of the contract.

RECYCLED PRODUCTS

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Recovered Materials - The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

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 [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to The contract and will 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.
 - (2) 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 will not be modified, except to identify the subcontractor who will be subject to its provisions.
-

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

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1. 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 the contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or cause 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.
3. 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 will not be modified, except to identify the subcontractor who will be subject to the provisions.

BUY AMERICA REQUIREMENTS

Buy America is not applicable at this time, as Waccamaw Regional Transportation Authority will be procuring all signs and posts.

CLEAN WATER

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 *et seq.* Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

Clean Air

Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 *et seq.* Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. (2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

TERMINATION

49 U.S.C. Part 18 FTA
Circular 4220.1D

- a. Termination for Convenience (General Provision)- The (Recipient) may terminate The contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor will be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate The contract for default. Termination will be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) 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, the (Recipient), 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.

- c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default or any of the terms, covenants, or conditions of The contract within [ten (10) days] after receipt by Contractor or written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) will have the right to terminate the contract without any further obligation to

Contractor. Any such termination for default will not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of The contract, such waiver by (Recipient) will not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of The contract.
- e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate The contract, in whole or in part, when it is in the Government's interest. If the

contract is terminated, the Recipient will be liable only for payment under the payment provisions of The Contract for services rendered before the effective date of termination.

- f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in The contract or any extension or if the Contractor fails to comply with any other provisions of The contract, the (Recipient) may terminate The contract for default. The (Recipient) will terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in the contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

- g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in The contract or any extension or if the Contractor fails to comply with any other provisions of The contract, the (Recipient) may terminate The contract for default. The (Recipient) will terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract.

If the contract is terminated while the Contractor has possession of Recipient goods, the Contractor will, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) will agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the (Recipient).

- h. Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate The contract, or any portion of it, by serving a notice or termination on the Contractor. The notice will state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice will state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor will account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor will promptly submit its termination claim to the (Recipient) and the parties will negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor will be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29

Executive Order 12549

Instructions for Certification

1. By signing and submitting this proposal or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, (Recipient) may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to (Recipient) if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact (Recipient) for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by (Recipient).
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing will be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, (Recipient) may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

- (1) The prospective lower tier participant certifies, by submission of this proposal or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant will attach an explanation to this proposal.
-

PRIVACY ACT

5 U.S.C. 552

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
 2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.
-

24. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

- 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:

1. 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 will 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.
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.
Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
-

BREACHES OF CONTRACT AND DISPUTE RESOLUTION

49 CFR Part 18
FTA Circular 4220.1D

Disputes - Disputes arising in the performance of The Contract which are not resolved by agreement of the parties will be decided in writing by the authorized representative of Waccamaw Regional Transportation Authority, Brian Piascik, CEO / General Manager. This decision will be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to Brian Piascik, CEO / General Manager. In connection with any such appeal, the Contractor will be afforded an opportunity to be heard and to proposal evidence in support of its position. The decision of the General Manager will be binding upon the Contractor and the Contractor will proposale be the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor will continue performance under the contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore will be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless the contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to the agreement or its

breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract documents and the rights and remedies available there under will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), or Contractor will constitute a waiver of any right or duty afforded any of them under the contract, nor will any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

This section is being developed to reflect the new rule in 49 CFR Part 26.

Disadvantaged Business Enterprise Provision

1. The Federal Fiscal Year goal has been set by the Waccamaw Regional Transportation Authority in an attempt to match projected procurements with available qualified disadvantaged businesses. Waccamaw Regional Transportation Authority goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by Waccamaw Regional Transportation Authority as set forth by the U.S. Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and are considered pertinent to any contract resulting from this Invitation for Proposal.

A specific DBE goal was assigned to the contract, and has been clearly stated in the proposal, and if the Contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, Waccamaw Regional Transportation Authority may declare the Contractor non-complaint and in breach of the contract.

a) Policy - It is the policy of the U.S. Department of Transportation and Waccamaw Regional Transportation Authority that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, will have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under the agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to the contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under the agreement. In this regard, the Contractor will take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor will not discriminate on the

basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of Waccamaw Regional Transportation Authority to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of Waccamaw Regional Transportation Authority procurement activities is encouraged.

- b) DBE obligation – The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors will take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, Waccamaw Regional Transportation Authority may declare the Contractor noncompliant and in breach of contract.
- d) The Contractor will keep records and documents for a reasonable time following performance of The Contract to indicate compliance with the Waccamaw Regional Transportation Authority DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of Waccamaw Regional Transportation Authority and will be submitted to Waccamaw Regional Transportation Authority upon request.
- e) Waccamaw Regional Transportation Authority will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1D

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms will be deemed to control in the event of a conflict with other provisions contained in the agreement. The Contractor will not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

IRAN DIVESTMENT ACT NOTICE:

Pursuant to the Iran Divestment Act of 2014, S.C. Code Ann. §§ 11-57-10, *et seq.*, the Executive Director of the SC State Fiscal Accountability must publish a list of persons determined to engage in investment activities in Iran. The list identifies entities that are ineligible to contract with the State of South Carolina or any political subdivision of the State, including state agencies, public universities, colleges and schools, and local governments.

Section 11-57-330(B) prohibits any State or Waccamaw Regional Transportation Authority, DBA The Waccamaw Regional Transportation Authority, contractor from utilizing any subcontractor identified on the Iran Divestment Act List. You may read the entire act at the following URL:

<http://www.scstatehouse.gov/code/t11c057.php>

IRAN DIVESTMENT ACT OF 2014

(S.C. Code Ann. §§ 11-57-10, *et seq.*)

The Iran Divestment Act List is a list published by the South Carolina State Fiscal Accountability Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>. Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.

The first new clause creates the offeror's certification he is not on the list. It is part of instructions to offerors, and must be added by amendment to all solicitations that have not yet been opened. The clause reads:

IRAN DIVESTMENT ACT- CERTIFICATION

(a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL:

<http://procurement.sc.gov/PS/PS-irandivestment.phtm>

Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the Waccamaw Regional Transportation Authority to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. For solicitations that have been opened but not awarded, the successful offeror must execute a separate certification prior to award. A form for this certification is attached.

The second new clause (1) creates a duty to advise the buyer if, after award but before a renewal, a contractor is added to the list; and (2) prohibits subcontracting with persons on the list. It must be added to all open solicitations by amendment; and to solicitations that have been opened but have not yet been awarded and to any current contracts that have renewable option terms remaining, by change order or directive. It is part of the performance requirements of the contract, and appears in Section VIIA. The clause reads:

IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS- (JAN 2015):

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

The final clause pertains to all open solicitations; to all contracts awarded or to be awarded pursuant to solicitations that did not include the clause; and to all current contracts, where the contract term includes renewal options. The revised clause reads:

TERM OF CONTRACT - OPTION TO RENEW:

Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio.

**CERTIFICATION OF CONTRACTOR
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

MUST BE SUBMITTED WITH PROPOSAL

The potential contractor for Waccamaw Regional Transportation Authority (Primary Participant),
_____ certifies to the best of its knowledge and belief, that
it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transaction by any Federal department or agency;
2. Have not within a three year period preceding this proposal 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) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participant will attach an explanation to this certification)

THE PRIMARY PARTICIPANT,

_____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND
ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS
CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS ON 31 U.S.C. SECTIONS 3801 ET
SEQ. ARE APPLICABLE THERETO.

Signature & Title of Authorized Official

Date

**NON-COLLUSION AFFIDAVIT
(Must Be Notarized & Submitted With Proposal)**

State of _____, County of _____, being first duly sworn,
deposes and says that:

- (1) He/She is _____ (Owner, Partner, Officer, Representative, or Agent) of _____. The respondent that has submitted the attached Response;
- (2) He/She is fully informed respecting the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
- (3) Such Response is genuine and is not a collusion or sham;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Respondent, firm or person to submit a collusive or sham proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent, firm or person, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against of any person interested in the proposed Contract.

Sign _____
Title _____

(Must Be Notarized)

Subscribed and sworn to before me

This _____ day of _____, 20_____

Notary Public

My commission expires

MUST BE SUBMITTED WITH PROPOSAL

**CERTIFICATION OF COMPLIANCE
WITH
RESTRICTIONS ON LOBBYING**

I, _____, do hereby certify on behalf of

_____ that:
(name of company)

- (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 Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) All subcontractors and sub recipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance will be placed or if this transaction is made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 2017

BY: _____
Signature of Authorized Official

Title of Authorized Official

MUST BE SUBMITTED WITH PROPOSAL

ACKNOWLEDGEMENT OF ADDENDUMS

The undersigned acknowledges receipt of the following addenda to the documents. (Give number and date of each).

Addenda No. _____ Dated: _____

Addenda No. _____ Dated: _____

Addenda No. _____ Dated: _____

Addenda No. _____ Dated: _____

Addenda No. _____ Dated: _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non responsive to the invitation, which would require rejection of the proposal. The outside of the envelope carrying the proposal shall be marked to show amendments and addendums received.

Date: _____

Signature: _____

Company Name: _____

Title: _____

MUST BE NOTARIZED and SUBMITTED WITH PROPOSAL

COMPLIANCE WITH THE SCOPE OF WORK

The offerors hereby state that they will comply with the scope of work in all areas except those approved equals that were granted by the Purchaser.

Signature and also Name Printed

Firm Name

(MUST BE NOTARIZED)

Subscribed and sworn to before me this _____ day of _____, 2016.

Notary Public

My commission expires

MUST BE SUBMITTED WITH PROPOSAL

LIST OF SIMILAR CONTRACTS AND/OR REFERENCES

Company: _____

Address: _____

Contact Person: _____

Title: _____

Phone: _____

Company: _____

Address: _____

Contact Person: _____

Title: _____

Phone: _____

Company: _____

Address: _____

Contact Person: _____

Title: _____

Phone: _____

MUST BE SUBMITTED WITH PROPOSAL

DBE APPROVAL CERTIFICATION

Offeror agrees and understands that Waccamaw Regional Transportation Authority anticipates 20% overall DBE participation in this project.

Signature of the Offeror's Authorized Official:

Name and Title of the Offeror's
Authorized Official:

Date:

MUST BE SUBMITTED WITH PROPOSAL

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____The bidder/offeror is committed to a minimum of _____% DBE utilization on this contract.

_____The bidder/offeror (if unable to meet the established goal of _____% DBE participation) is committed to a minimum of _____% DBE participation on this contract and submits documentation demonstrating good faith effort.

Name of Bidder/Offeror's

Firm: _____

Address: _____

City, State, Zip _____

Firm's Federal ID# _____ - _____

Name of Firm Representative: _____

Signature: _____

Title: _____

Date: _____

MUST BE SUBMITTED WITH PROPOSAL

LETTER OF INTENT

Name of Prime Bidder/Offeror's

Firm: _____

Address _____

City, State,
Zip _____

Firm's Federal ID# _____ - _____

Name of DBE:

Firm: _____

Signature: _____

Title: _____

Date: _____

Telephone: _____

Description of work to be performed by DBE firm: _____

Bus Stop Destination Project 120216

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above.

The estimated dollar value of this work is \$_____

Affirmation:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____

(Signature)

(Title)

(Date)

If the Bidder/Offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor)