



REQUEST FOR QUALIFICATIONS #2025-001

Waccamaw Regional Transportation Authority
Doing Business as Coast RTA

1418 Third Avenue
Conway, SC 29526

Is Requesting Qualifications from Interested Parties For:

Master Services Agreement for Architecture and Engineering Services

Submission Deadline:

September 10, 2025 at 12:00pm EST

Submission Method:

All submittals (60MB limit) must be delivered via email to procurement@coastrta.com. An email receipt will follow each submittal. Please call Candace Brown, number below if a receipt email is not received.

Procurement Contact:

Candace Brown
cbrown@coastrta.com
843-438-3112

Issued By:

Waccamaw Regional Transportation Authority D/B/A Coast RTA
1418 Third Avenue
Conway, South Carolina 29526



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REQUEST FOR QUALIFICATIONS AND REQUIRED SIGNATURE SHEET

This completed and signed form must be returned along with other attached signatory documents!

<p>WACCAMAW REGIONAL TRANSPORTATION AUTHORITY D/B/A COAST RTA 1418 THIRD AVENUE CONWAY, SC 29526 PHONE (843) 488-0865 FAX (843) 488-0874</p> <p>REQUEST FOR QUALIFICATIONS</p> <p>SEALED QUALIFICATION SUBMISSIONS WILL BE RECEIVED UNTIL</p> <p>09/10/2025 at 12:00PM</p>	<p>SUBMIT PROPOSALS VIRTUALLY TO:</p> <p>PROCUREMENT@COASTRTA.COM</p> <p><u>Master Service Agreement for Architecture and Engineering Services</u></p> <p><u>RFQ #2025-001</u></p>
RFQ TITLE > Master Services Agreement for Architecture and Engineering Services - RFQ #2025-001	
VENDOR NAME >	
VENDOR MAILING ADDRESS >	
CITY – STATE – ZIP >	
PHONE NUMBER >	
AUTHORIZED SIGNATURE >	
PRINT NAME >	
FEDERAL ID OR SOCIAL SECURITY NUMBER >	
DUNS NUMBER >	
<p>I CERTIFY THAT THIS SUBMISSION 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 OFFEROR.</p>	<p>{Vendor Must Be Registered on S.A.M.}</p> <p>SYSTEM FOR AWARD MANAGEMENT <How to Register with SAM> https://www.sam.gov To register with SAM, go to the SAM website select Register Entity at bottom of the page & complete the registration process!</p>



REQUEST FOR QUALIFICATIONS #2025-001

MASTER SERVICES AGREEMENT FOR ARCHITECTURE AND ENGINEERING SERVICES

ISSUED: August 11, 2025

INTRODUCTION

The Waccamaw Regional Transportation Authority—doing business as Coast RTA, WRTA, or the Authority—is the public transit provider serving Horry and Georgetown counties in Northeastern South Carolina. Coast RTA operates a variety of fixed-route and demand-response services and is supported by a combination of federal, state, and local funding, as well as farebox revenue.

As part of its ongoing implementation of the Transit Development Plan, Coast RTA is seeking Statements of Qualifications (SOQs) from qualified architecture and engineering (A&E) firms to provide professional services under a Master Services Agreement (MSA). This will be a task order-based contract, with the first two anticipated projects being the final design of a new bus operations and maintenance facility and a passenger transfer center, both located in Myrtle Beach, South Carolina.

The selected firm will be expected to coordinate closely with Coast RTA, its owner's representative consultant, and, once selected, the construction contractor, to ensure that all work is completed efficiently, cost-effectively, and in full compliance with applicable federal, state, and local regulations. All work must adhere to the requirements of the Americans with Disabilities Act (ADA), Federal Transit Administration (FTA) regulations, and other relevant funding and permitting standards.

Subject to approval by the Board of Directors, the General Manager of Coast RTA or their designee will negotiate task orders with the selected firm, contingent upon available funding. Coast RTA is an Equal Opportunity Employer and strongly encourages participation from Disadvantaged Business Enterprises (DBEs).

BACKGROUND

Coast RTA's current operations are based at 1418 Third Avenue in Conway, South Carolina. This facility—originally constructed in the 1950s as an automotive dealership—has served as the Authority's operations, maintenance, passenger services, and administrative headquarters since 1983. The 1.5-acre site is no longer adequate to support Coast RTA's growing needs, including a fleet of 34 revenue vehicles, 2 service trucks, and 3–4 administrative vehicles. Due to space constraints, Coast RTA relies on leased parking across Powell Street to accommodate its fleet.

Coast RTA studies have included recommendations to relocate operations closer to the coast to reduce deadhead mileage and improve response times for the primarily Myrtle Beach-based fixed-route system.

The Conway facility, located approximately 15 miles inland, presents several operational and physical challenges, including:

- Inadequate ceiling height in maintenance bays, preventing indoor bus lifting
- Sloped parking areas that hinder fluid level checks
- Non-climate-controlled maintenance bays
- Limited secured parking, requiring extensive reverse maneuvering
- Occasional flooding, mitigated only by sandbags
- Risk of losing leased parking across Powell Street, threatening business continuity
- Limited ADA compliance
- Environmental concerns related to site conditions
- Insufficient space to accommodate four fixed routes at the passenger facility

These limitations underscore the urgent need for new, purpose-built facilities to support Coast RTA's current and future transit operations. The proposed operations and maintenance facility and passenger transfer center will address these deficiencies and support the agency's long-term service goals.

CURRENT PROJECT

To address these challenges, Coast RTA is planning two major projects: the construction of a new bus operations and maintenance facility, and a permanent passenger transfer center. These projects aim to enhance operational efficiency and improve passenger experience.

1. **Operations and Maintenance Facility:** Recognizing the need for improved service and maintenance capabilities, Coast RTA plans to construct a state-of-the-art operations and maintenance facility. This new site will provide adequate space and modern amenities to maintain the fleet efficiently, ensuring reliable and responsive transit services.
2. **Passenger Transfer Center:** In addition to the operations facility, plans are underway to construct a permanent passenger transfer center adjacent to the new operations site. Currently, Coast RTA operates a small, temporary passenger transfer facility at 580 10th Avenue N, Myrtle Beach, constructed in 2017. Although this mobile structure has significantly improved passenger experience, it has begun to show wear and tear. The



new transfer center will offer a more durable, comfortable, and efficient space for passengers, aligning with the growth and demands of the Myrtle Beach area.

While not part of this RFQ evaluation, Coast RTA expects that the design and engineering for the passenger facility in Conway (replacing our current facility) and a passenger facility in Georgetown will be future tasks completed under the contract resulting from this procurement.

By situating both the operations and maintenance facility and the passenger transfer center adjacently, Coast RTA aims to establish a transit hub in Myrtle Beach, the center of its fixed route service. This strategic move is expected to streamline operations, reduce unnecessary mileage, and provide faster service delivery.

Coast RTA is seeking a qualified, responsive, and responsible consultant to lead these projects from conceptual design to final design, ensuring they meet local, state, and federal regulations. The new facilities will not only solve existing logistical and operational challenges but also usher in a new era of efficient and passenger-friendly transit services in Northeastern South Carolina.

SCOPE OF WORK

Coast RTA is soliciting proposals from qualified architecture and engineering (A&E) firms to provide professional services under a **Master Services Agreement (MSA)** structured as a **task order contract**. The selected firm will support the planning, design, and construction of transit infrastructure projects on an as-needed basis.

The first two anticipated task orders under this agreement are anticipated to involve advancing the conceptual designs of two priority projects:

- A new **Operations and Maintenance Facility**, and
- A new **Passenger Transfer Center**.

The selected A&E firm will be responsible for taking these projects from their current conceptual stage through final design and construction support. The firm will work in close coordination with **Coast RTA**, its **owner's representative consultant**, and, once selected, the **construction contractor** to ensure that all project objectives are met efficiently, cost-effectively, and in full compliance with applicable regulations and funding requirements.

The scope of work outlined below defines the general responsibilities expected under this contract. Specific tasks will be authorized through individual task orders issued by Coast RTA.

PROJECT KICK-OFF AND COORDINATION

The selected architecture and engineering firm shall lead and support initial project mobilization and coordination efforts to ensure alignment among all stakeholders.

Responsibilities include:

Kickoff Meeting Facilitation

Organize and conduct a formal kickoff meeting with Coast RTA, the construction contractor (if selected), and other key stakeholders to review project objectives, scope, schedule, roles, responsibilities, and communication protocols.

Project Schedule Development

Establish a detailed project schedule outlining key milestones, deliverables, review periods, and decision points. Coordinate with Coast RTA to align the schedule with funding, permitting, and procurement timelines.

Communication and Coordination Protocols

Develop and implement a communication plan that defines meeting cadence, reporting formats, points of contact, and escalation procedures. Ensure timely resolution of issues and transparent documentation of decisions.

Risk Identification and Planning

Facilitate early identification of potential risks, constraints, and dependencies. Support Coast RTA in developing mitigation strategies and contingency planning.

SITE PLAN ANALYSIS

The selected architecture and engineering firm shall conduct a thorough evaluation of the preliminary site plan and provide detailed comments.

Responsibilities include:

Comprehensive Site Analysis

Perform detailed assessments of each site's physical and contextual characteristics, including:

- Topography and drainage
- Soil and geotechnical conditions
- Existing utilities and infrastructure
- Vehicular and pedestrian access
- Adjacent land uses and zoning
- Environmental constraints (e.g., wetlands, floodplains, contamination)
- Identification of potential site constraints and opportunities
- Preliminary cost and constructability assessments
- Evaluation of permitting requirements and timelines
- Compliance with local, state, and federal regulations, including NEPA (if applicable)

Regulatory Coordination

Engage with relevant permitting and regulatory agencies early in the process to identify potential issues and streamline approvals.

FINAL DESIGN DEVELOPMENT

The selected architecture and engineering firm shall be responsible for advancing the project through all phases of final design, ensuring that the resulting documents are fully coordinated, code-compliant, and ready for construction procurement.

Responsibilities include:

Design Refinement and Detailing

Develop detailed architectural and engineering designs for the transit facilities, incorporating Coast RTA's operational, functional, and aesthetic requirements.

Design Phase Progression

Advance the project through schematic design, design development, and construction document phases, ensuring alignment with project goals, budget, and schedule at each milestone.

Interdisciplinary Coordination

Coordinate all design disciplines (e.g., civil, structural, mechanical, electrical, plumbing) to ensure a fully integrated and constructible design.

Stakeholder Collaboration

Collaborate with Coast RTA and, as appropriate, the construction contractor to incorporate feedback, resolve design issues, and accommodate evolving project needs.

Construction Documentation

Prepare comprehensive, bid-ready construction documents, including drawings, technical specifications, and schedules, suitable for permitting, bidding, and construction.

Code and Standards Compliance

Ensure all designs comply with applicable building codes, ADA standards, FTA requirements, and other relevant federal, state, and local regulations.

PERMITTING AND REGULATORY COMPLIANCE

The selected architecture and engineering firm shall be responsible for ensuring full compliance with all applicable regulatory requirements throughout the design and pre-construction phases of the project.

Responsibilities include:

Permitting and Approvals

Identify, prepare, and coordinate all necessary applications to secure permits and approvals from local, state, and federal authorities. This includes, but is not limited to:

- Zoning and land use approvals
- Building permits
- Stormwater and environmental permits
- Utility coordination and right-of-way approvals

Regulatory Compliance

Ensure that all design documents and specifications comply with:

- Local and state building codes
- South Carolina Department of Health and Environmental Control (SCDHEC) regulations
- Americans with Disabilities Act (ADA) standards
- Federal Transit Administration (FTA) design and funding requirements
- National Environmental Policy Act (NEPA), if applicable

Agency Coordination

Coordinate with or preparation of supporting documentation or exhibits for relevant regulatory agencies at the request of Coast RTA or the Owners Representative, including municipal planning departments, SCDOT, and FTA, to ensure timely review and approval of all required submissions.

Documentation and Reporting

Maintain thorough records of all permitting activities and regulatory correspondence. Provide Coast RTA with regular updates on the status of permits and approvals.

CONSTRUCTION SUPPORT AND COORDINATION

The selected architecture and engineering firm shall provide professional support throughout the construction phase of the project.

Responsibilities include:

Construction Administration and Site Observation

Conduct periodic site visits to observe construction progress, verify general conformance with the design intent, and identify any issues requiring clarification. Provide written field reports summarizing observations and recommendations.

Coordination and Progress Meetings

Participate in regular construction meetings with Coast RTA, the construction contractor, and other stakeholders to facilitate coordination, address design-related issues, and support project delivery.

Design Clarifications and Modifications

Respond promptly to Requests for Information (RFIs) and unforeseen field conditions.

Provide design clarifications, supplemental drawings, or modifications as necessary to maintain project intent and schedule.

Submittal and Shop Drawing Review

Review and approve contractor submittals, shop drawings, product data, and samples to ensure compliance with the contract documents and design specifications.

Change Order Evaluation

Review proposed change orders for technical merit, cost reasonableness, and schedule impact. Provide recommendations to Coast RTA regarding approval or revision.

QUALITY ASSURANCE AND PROJECT CLOSEOUT

The selected architecture and engineering firm shall support Coast RTA in ensuring the successful completion and closeout of the transit facilities.

Responsibilities include:

Closeout Support

Assist Coast RTA in reviewing and organizing the project closeout package, including warranties, maintenance manuals, and final reports submitted by the construction contractor.

Final Review Participation

Participate in final inspections and punch list development in coordination with Coast RTA and the construction contractor.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

A **DBE participation goal of 6%** has been established for this project. Coast RTA considers an Offeror's compliance with DBE good faith effort requirements a matter of **responsiveness**.

Therefore, Offerors must submit the following documentation with their proposals:

Identification of DBE Firms: Names and addresses of certified DBE firms proposed to participate in the contract.

Scope of Work: A description of the specific work each DBE firm will perform.

Dollar Value of Participation: The estimated dollar amount of participation for each DBE firm.

Certification Evidence: Proof that each proposed DBE firm is certified through the **South Carolina Department of Transportation Unified Certification Program**, available at: <https://www.scdot.org/business/bus-development-dbe-sbe-cert.aspx>

Good Faith Efforts (if goal not met): If the Offeror does not meet the 6% DBE goal, it must provide evidence of good faith efforts to do so. Refer to **Attachment E** for guidance on acceptable documentation.

EVALUATION AND RANKING CRITERIA

PROJECT APPROACH AND UNDERSTANDING (25%): Evaluation of the team's overall approach to completing both the operations and maintenance facility and the passenger transfer center projects. The team's approach should reflect:

- A comprehensive understanding of the unique challenges and opportunities associated with both facilities, including site constraints, operational needs, and regulatory requirements.
- A detailed project schedule identifying critical activities, key milestones, and strategies for managing concurrent tasks to meet Coast RTA's timeline.
- Innovative and practical strategies for efficient project execution, including collaboration with the construction contractor and Coast RTA's Owner's Representative.
- Demonstrated experience working on Construction Manager at Risk (CMAR) projects, including coordination during preconstruction and construction phases.
- Knowledge of available federal, state, and local funding programs, and strategies for helping Coast RTA leverage these resources for continued facility development.
- Real estate assessment methodologies and strategies for evaluating site suitability and acquisition needs.
- A clear identification of the resources, decisions, and support required from Coast RTA staff to ensure successful project delivery.

RELEVANT EXAMPLE PROJECTS (25%): Each firm on the project team may submit up to three (3) relevant example projects completed within the past five (5) years. These projects should demonstrate the firm's experience with transit-related facilities and should reflect the scope of services anticipated under this contract, including but not limited to:

- **Facility programming and planning,**
- **NEPA and other environmental compliance,**
- **Federal and state grant application support,**
- **Final design and construction documentation.**

For each project, please include the following:

1. **Project Name and Location**
2. **Client/Owner Name and Contact Information**
3. **Project Description** – Include facility type, size, and key features.

4. **Scope of Services Provided** – Highlight relevant tasks performed by your firm.
5. **Project Timeline** – Indicate start and completion dates.
6. **Project Budget** – Include total project cost and your firm’s contract value.
7. **Relevance to Coast RTA’s Needs** – Briefly explain how the project is similar in scope, scale, or complexity.
8. **Outcomes and Lessons Learned** – Describe project success, challenges overcome, and any innovations or efficiencies achieved.

These examples will be evaluated based on their **relevance, complexity, demonstrated outcomes**, and the **applicability of experience** to Coast RTA’s anticipated projects.

TEAM EXPERIENCE (25%): Proposers must demonstrate the qualifications, experience, and capacity of the project team proposed to perform services under this Master Services Agreement. This includes both the prime firm and any subconsultants.

Submissions should include:

Key Personnel

Identify key staff who will be assigned to Coast RTA task orders. For each individual, provide:

- **Name and Title**
- **Proposed Role** on Coast RTA projects
- **Years of Professional Experience**
- **Relevant Transit Facility Experience** – Include specific roles and responsibilities on similar projects
- **Professional Licensure and Certifications** – As applicable (e.g., PE, AIA, PMP)
- **Availability and Commitment** – Indicate expected availability and percentage of time dedicated to Coast RTA

Resumes may be included in an appendix but should be summarized in the main proposal.

Team Structure and Collaboration

Describe the proposed team structure, including:

- **Organizational Chart** showing reporting relationships and roles
- **Coordination Approach** between prime and subconsultants
- **Experience Working Together** – Highlight any previous collaboration on similar projects

Evaluation Criteria

Team experience will be evaluated based on:

- **Qualifications and expertise** of key personnel
- **Relevance of individual experience** to Coast RTA's anticipated needs
- **Team cohesion and structure**
- **Demonstrated capacity** to manage task orders efficiently and effectively

References

The offeror is required to include names and contact information of **three (3) references** for similar projects. The references listed shall identify the project name, point of contact, email, address, fax and the telephone number for the point of contact. No specified form or format is being provided for Reference Information. Offerors should present this information in concise easy to read/understand format, providing the required information including:

1. Company name
2. Project Name
3. Mailing address
4. Contact name
5. Phone number
6. Email address
7. Other Contact information, if applicable

PROJECT MANAGER (10%): Proposers must designate a Project Manager who will serve as the primary point of contact for Coast RTA and will be responsible for the overall coordination, quality control, and delivery of task orders under this Master Services Agreement.

The Project Manager will be evaluated based on:

- **Experience managing projects of similar scope, scale, and complexity**, particularly transit-related facilities
- **Demonstrated leadership** in coordinating multidisciplinary teams and subconsultants
- **Track record of delivering projects on time and within budget**
- **Familiarity with federal and state funding requirements**, including FTA grant processes and NEPA compliance
- **Communication and stakeholder engagement skills**, especially with public agencies

A **summary of the Project Manager's qualifications** must be included in the main proposal. This summary should address:

- Relevant project experience and roles
- Years of experience in project management and transit-related work
- Professional certifications (e.g., PMP, PE, AIA)
- Availability and commitment to Coast RTA projects

A **detailed resume (maximum two pages)** must be included in the appendix.

Minimum Qualification: The proposed Project Manager must have a minimum of **ten (10) years of professional experience** managing public infrastructure projects, with at least **five (5) years** specifically in transit facility design and delivery.

COLLABORATION AND INTEGRATION APPROACH (10%): Coast RTA values a collaborative, transparent, and integrated working relationship between the consultant team, construction contractors, and Coast RTA staff. Proposers must provide a brief narrative describing their approach to fostering effective collaboration and ensuring seamless integration across all project stakeholders.

The narrative should address:

- **Communication Strategies** – How the team will maintain clear, consistent communication with Coast RTA and other stakeholders throughout the life of each task order
- **Team Integration** – Methods for integrating subconsultants, contractors, and Coast RTA staff into a unified project team
- **Conflict Resolution** – Approach to identifying and resolving issues proactively
- **Decision-Making Processes** – How decisions will be made collaboratively and transparently
- **Tools and Technology** – Use of project management platforms, collaboration tools, or other systems to support coordination

Proposers must also include **at least one example** of a past project where the proposed team (or key personnel) successfully implemented a collaborative approach. The example should briefly describe:

- The project context and stakeholders involved
- The collaboration methods used

- Challenges encountered and how they were addressed
- Outcomes and lessons learned

Page Limit: The Collaboration and Integration Approach narrative, including the example of past collaboration, must not exceed **one (1) page**.

Proposals will be evaluated based on the **clarity, feasibility, and effectiveness** of the proposed approach, as well as the team's **demonstrated ability to collaborate successfully in a public agency environment**.

DBE PARTICIPATION (5%): Coast RTA has established a 6% DBE participation goal for this contract. Proposers must provide a brief narrative describing their strategy for achieving or exceeding this goal.

The narrative should outline:

- The team's **approach to identifying and engaging DBE firms**
- The **roles and responsibilities** of DBE firms on the team
- Any **past success** in meeting DBE goals on similar contracts
- Evaluation will consider the **feasibility and thoughtfulness** of the proposed strategy, as well as the proposer's **demonstrated commitment to DBE inclusion**.

Page Limit: The DBE Participation narrative must not exceed **one (1) page**.

SUMMARY OF EVALUATION CRITERIA

Task	Percentage
Project Approach and Understanding	25%
Relevant Example Projects	25%
Team Experience	25%
Project Manager	10%
Collaboration and Integration Approach	10%
DBE Participation	5%
TOTAL	100%

ANTICIPATED SCHEDULE

DATE	ACTION
Date	Task
August 11, 2025	Issue RFQ and Advertise in SCBO
August 19, 2025	RFQ Conference (virtual, attendance recommended but not mandatory) 11:00 am (EDT). Contact Candace Brown at cbrown@coastrta.com ; 843-438-3112 for information.
August 20, 2025	Deadline for RFQ Questions (12:00 Noon EDT), via email to Candace Brown at cbrown@coastrta.com ; 843-438-3112
August 27, 2025	Responses to RFQ Questions Provided
September 10, 2025	RFQ Submittals Due (12:00 Noon EDT), virtual submission, to procurement@coastrta.com
September 24, 2025	Identify Shortlist of Top Firms
October 8-10, 2025	Interviews with Shortlisted Firms, if applicable
October 17, 2025	Award of Project Contract

CONTENTS FOR STATEMENT OF QUALIFICATIONS

- **Response Format:** Responses to this RFQ should be succinct and specific
- **Electronic Submission:** Submit electronic response through the designated online submission method (details provided in the RFQ).
- **Cover Letter:** Include a cover letter of no more than one (1) page
- **Page Definition:** One (1) page is considered one side of an 8.5x11 sheet of paper.
- **Page Limit:** The total submission shall not exceed 30 pages.
- This total excludes the one (1) page cover letter and six (6) pages of required forms. These attachments are not counted towards the 30-page maximum.

Submit by 12:00 Noon, September 10, 2025

PERSONNEL

The successful Offeror shall enforce strict discipline and good order among its employees and other persons carrying out the contract. The successful Offeror shall not permit the employment of unfit persons or persons not skilled in the tasks assigned to them.

RECEIPT OF SUBMISSION

State law requires that a copy of the submission be received no later than the date and time specified in the Request for Qualifications. Offerors should ensure timely electronic submission of their proposals by the deadline. Any proposals received after the scheduled deadline will be immediately disqualified in accordance with the SC Consolidated Procurement Code and Regulations.

PREPARATION OF SUBMISSION

All submissions should be complete, carefully worded, and must convey all of the information requested in the RFQ. If significant errors are found in the Offeror's proposal, or if the submission fails to conform to the essential requirements of the RFQ, the Procurement Officer will determine whether the variance is significant enough to reject the proposal as being non-responsive and/or non-responsible.

Submissions should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of content.

NO PRICING information shall be submitted.

PROPRIETARY/CONFIDENTIAL INFORMATION

All offerors must visibly mark as "Confidential" each part of their submission, which they consider to contain proprietary information. All offerors should consider that staff from Kimley-Horn Associates will be reviewing all material provided as part of each submittal.

ALL UNMARKED PAGES WILL BE SUBJECT TO RELEASE IN ACCORDANCE WITH THE GUIDELINES SET FORTH UNDER SECTION 11-35-410 OF THE CONSOLIDATED PROCUREMENT CODE

Privileged and confidential information is defined as "information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the part supplying the information." The examples of such information provided in the statute are:

1. Customer lists
2. Design recommendations and identification of prospective problem areas under an RFQ
3. Design concepts, including methods and procedures
4. Biographical data on key employees of the offeror.



Evaluative documents predecisional in nature such as inter or intra-agency memoranda containing technical evaluations and recommendations are exempted so long as the contract award does not expressly adopt or incorporate the inter- or intra-agency memoranda reflecting the pre-decisional deliberations.

NOTE: MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT.

GENERAL PROVISIONS

RIGHT TO REJECT

Coast RTA reserves the right to reject any and all submissions and to cancel the solicitation.

PRICE NEGOTIATION

Coast RTA will discuss and negotiate pricing and contract terms with the selected responsive and responsible offeror prior to award and award a contract to the firm/person offering the most favorable terms to the authority.

PAYMENT FOR GOODS & SERVICES

Coast RTA will make payments to the consultant based on completion of tasks and receipt of monthly progress reports that shall include at a minimum:

- Summary of activities during the period
- Adherence to schedule and budget
- Problems encountered during the period
- Projected activities for the next period.

Receipt of the monthly report is a prerequisite for payment of the consultant. The payments will be based upon a schedule of work that is included as part of the contract.

Payment for goods and services received by WRTA shall be NET 30 days. - Post receipt of invoice and processed in accordance with WRTA's finance policy and state law.

QUALIFICATIONS OF OFFEROR

Offeror must furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of these specifications. Coast RTA reserves the right to make the final determination as to the submitter's ability to provide the services requested herein.

OFFEROR'S RESPONSIBILITY

Each firm/individual shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. The



failure or omission of a firm/individual to acquaint itself with existing conditions shall in no way relieve it of any obligation with respect to this solicitation or to the contract. By submission of an offer, the firm/individual is guaranteeing that all services will meet the requirements set forth in the solicitation during the contract period.

AMENDMENTS

Any verbal comments or discussions by officials with Coast RTA or the Selection Committee relative to this solicitation cannot add, delete, or modify any written provision. Any alteration must be in the form of a written amendment to all firms/individuals in receipt of the RFQ.

DISCUSSION WITH RESPONSIVE OFFERORS

By submission of an offer, the offeror agrees that during the period following issuance of this RFQ and prior to final award of contract, the offeror shall not discuss this Procurement with any party except Coast RTA, the Project Manager, or other parties specifically designated in this solicitation. Discussions may be conducted with responsive firms/individuals who submit submissions for the purpose of clarification to assure full understanding of the requirements of the RFQ. All firms/individuals, whose submission, in Coast RTA's sole judgment, needing clarification shall be accorded such an opportunity.

AWARD

An award resulting from this solicitation shall be awarded to the responsible offeror whose submission ranks highest according to the criteria and having reached an agreement on price during negotiations. Once a firm is selected, the Chief Executive Officer of Coast RTA will make the final recommendation to the Coast RTA Board of Directors for approval.

RIGHT TO PROTEST

Any firm/individual desiring to exercise rights under Section 11-35-4210 (Right to Protest) of the South Carolina Consolidated Procurement Code should direct all correspondence to Brian Piascik, General Manager/CEO, 1418 Third Ave., Conway, SC, 29526 within fifteen (15) days of the date of the issuance of the Request for Qualifications or within ten (10) days of the date award or notification of intent to award.

RIGHT OF NON-COMMITMENT OR REJECTION

This solicitation does not commit Coast RTA to award a contract, to pay any costs incurred in the preparation of a submission, or to procure or contract for the articles of goods or services. Coast RTA reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this solicitation if it is in the best interest of Coast RTA to do so.

INTENT TO PERFORM

This solicitation is intended to promote competition. It shall be the firm's/individual's responsibility to advise Coast RTA's Procurement Manager if any language, specifications, terms and conditions, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFQ to a single source. Such notification must be submitted in writing, and must be received by Coast RTA's Procurement Manager within fifteen (15) days of the date of issue. A review of such notifications will be made.

FUNDING

The firm/individual shall agree that funds expended for the purposes of the contract must be appropriated for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the firm/individual shall not prohibit or otherwise limit Coast RTA's right to pursue and contract for alternate solutions and remedies as deemed necessary by Coast RTA for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

FORCE MAJURE

Any primary firm awarded a contract 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 primary firm. 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 primary firm. If the failure to perform is caused by default of a subcontracting firm, and without the fault or negligence of either of them, the primary firm shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontracting firm were obtainable from other sources in sufficient time to permit the primary firm to meet the required delivery schedule.

GEOGRAPHIC PREFERENCES

Geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

PROCUREMENT OF ARCHITECTURAL AND ENGINEERING SERVICES (A&E)

Coast RTA will use qualifications-based competitive proposal procedures (**i.e., Brooks Act procedures**) when contracting for A&E services. Services subject to this requirement are



program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services.

The Brooks Act requires a qualifications based procurement method for the selection of A-E firms. Price is excluded as an evaluation factor, and negotiations are conducted with the most qualified firm only. If an agreement cannot be reached on price with the most qualified firm, negotiations are formally terminated with that firm, thereby rejecting that firm's proposal, and the grantee cannot return to this firm at a later date to resume negotiations. Negotiations are then conducted with the next most qualified firm. This process continues until a negotiated agreement is reached which the grantee considers to be fair and reasonable.

INSURANCE REQUIREMENTS

Insurance shall be in such form as it will protect the Independent Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or anyone directly or indirectly employed by him.

Amount of Insurance:

Comprehensive General Liability: Bodily injury or Property Damage \$1,000,000 each occurrence and general aggregate.

Professional Liability: \$1,000,000 each occurrence.

Workers' Compensation Insurance with South Carolina statutory limits (as applicable).

Automobile Liability in an amount not less than \$500,000.

The Contractor shall submit evidence of insurance to Waccamaw Regional Transportation Authority, DBA The Coast RTA, at the time of or prior to execution of the contract. If the insurance as evidenced by the certificates furnished by the Contractor expires, or is cancelled during the term of the contract, services and related payments will be suspended. The Contractor shall procure and maintain the required liability insurance and provide proof thereof to the Authority within ten (10) days following the expiration/cancellation of the prior policy.

AMENDMENTS

Verbal comments or discussions by Waccamaw Regional Transportation Authority, relative to this solicitation cannot add, delete, or modify any written provision. Any alteration must be in the form of a written amendment to firms/individuals.



If it becomes necessary to revise any part of the RFQ, an amendment will be provided to all eligible firms/individuals.

All offerors shall complete and submit with their submission, Attachment D: VERIFICATION OF RECEIPT OF AMENDMENTS IF APPLICABLE.

APPLICABILITY OF THIRD-PARTY CONTRACT PROVISIONS

(Excluding Micro-Purchases, Except for Construction Contracts over \$2,000)

FEDERALLY REQUIRED CONTRACT CLAUSES

Updated 01/2022

The successful contractor is expected to be familiar with and meet all stated or otherwise applicable federal clauses and standards. FTA third party contract clauses can be obtained through "Procurement Pro," an online procurement management system produced by National RTAP. Procurement Pro is available through the following webpage:

<http://www.nationalrtap.org/>

Recipients are responsible for evaluating these requirements for relevance and applicability to each procurement. A master list of all federal clauses is included in the toolkits. Recipients should work with the Coast RTA Procurement Contact to ensure completeness of contract clauses.

LEGAL MATTERS AFFECTING FEDERAL GOVERNMENT

The Offeror shall promptly notify the Contracting Agency of any current or prospective legal matter that may affect the Federal Government's interest in this project. This requirement applies to all procurement transactions of \$25,000 or more and to all nonprocurement awards regardless of amount.

The Contracting Agency shall notify the FTA Chief Counsel and Regional Counsel as required. This clause shall be included in all third-party agreements and subcontracts at every tier for any "covered transaction" as defined in **2 CFR §§ 180.220 and 1200.220**.

(Appendix A - Governing Documents)

FEDERALLY REQUIRED AND OTHER MODEL CONTRACT CLAUSES

1. No Government Obligation to Third Parties
2. Fraud and False or Fraudulent Statements and Related Acts
3. Access to Records and Reports
4. Federal Changes
5. Termination
6. Civil Rights Requirements
7. Disadvantaged Business Enterprises (DBE)
8. Incorporation of Federal Transit Administration (FTA) Terms
9. Government-Wide Debarment and Suspension
10. Breaches and Dispute Resolution
11. Lobbying
12. Clean Air
13. Clean Water Requirements
14. Fly America Requirements
15. Prompt Payment
16. Seismic Safety Requirements
17. Patent and Rights in Data
18. Rights in Data and Copyright Requirements
19. Energy Conservation Requirements
20. ADA Access
21. Brooks Act

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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



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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(A) The Offeror 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. Department of Transportation regulations at **49 CFR Part 31**, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Offeror certifies or affirms the truthfulness and accuracy of any statements it has made, makes, may make, or causes to be made in connection with the contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Offeror 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 to the extent it deems appropriate.

(B) The Offeror further acknowledges that if it makes or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract financed in whole or in part with Federal assistance originally awarded by FTA under **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 Offeror, to the extent it deems appropriate.

(C) The Offeror agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. These clauses shall not be modified, except to identify the subcontractor subject to the provisions.

ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

(A) Local Government Recipients

If the Purchaser is a local government and is the FTA Recipient or a subgrantee thereof, in accordance with 49 CFR § 18.36(i), the Offeror agrees to provide the Purchaser, the Federal Transit Administration (FTA) Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records directly pertinent to this contract for the purpose of audits, examinations, excerpts, and transcriptions. Pursuant to 49 CFR § 633.17, the Offeror also agrees to provide access to records and construction sites related to any major capital project (as defined in 49 U.S.C. § 5302(a)(1)) receiving federal assistance under 49 U.S.C. §§ 5307, 5309, or 5311.

(B) State Recipients

If the Purchaser is a State and is the FTA Recipient or a subgrantee thereof, the Offeror

agrees to provide the same access as described above, including to any FTA Project Management Oversight (PMO) Contractor, for major capital projects exceeding the simplified acquisition threshold (currently \$250,000).

(C) Nonprofit and Educational Institutions

If the Purchaser is an institution of higher education, hospital, or other nonprofit organization and is the FTA Recipient or subgrantee, in accordance with 49 CFR § 19.48, the Offeror 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 directly pertinent to this contract for the purpose of audits, examinations, excerpts, and transcriptions.

(D) Non-Competitive Capital Projects

If the Purchaser enters into a contract for a capital project or improvement (as defined in 49 U.S.C. § 5302(a)(1)) through other than competitive bidding, in accordance with 49 U.S.C. § 5325(a), the Offeror shall make available all records related to the contract to the Purchaser, the Secretary of Transportation, and the Comptroller General or their authorized representatives for audit and inspection.

(E) Reproduction of Records

The Offeror agrees to permit any of the above parties to reproduce or copy excerpts and transcriptions of records as reasonably needed.

(F) Record Retention

The Offeror agrees to maintain all required books, records, accounts, and reports for a period of not less than three (3) years after the date of termination or expiration of this contract. In the event of litigation, claims, or audit findings, records shall be retained until all such matters are fully resolved. (49 CFR § 18.39(i)(11))

Access to Records Requirements by Contract Type and Grantee Status

Contract Type	State Grantee	Non-State Grantee
Contracts Below SAT (<\$250,000)	None	Yes (if FTA-funded)
Contracts Above SAT / Capital Projects		

Contract Type	State Grantee	Non-State Grantee
- Operational Service	None unless non-competitive award	Yes
- Turnkey	State must pass through requirements to contractor	Yes
- Construction	None unless non-competitive award	Yes
- Architectural & Engineering	None unless non-competitive award	Yes
- Acquisition of Rolling Stock	None unless non-competitive award or funded through §§ 5307/5309/5311	Yes
- Professional Services	None unless non-competitive award	Yes

FEDERAL CHANGES

The Offeror agrees to comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures, and directives, including but not limited to those set forth or incorporated by reference in the FTA Master Agreement in effect at the time of contract execution, as may be amended during the term of this contract. Failure to comply with these requirements shall constitute a material breach of contract and may result in termination or other remedies as provided under this contract and applicable law.

TERMINATION

A. Termination for Convenience

The Contracting Agency may terminate this contract, in whole or in part, by written notice to the Contractor when it is in the best interest of the State. Upon receipt of such notice, the Contractor shall immediately stop work and take all reasonable steps to minimize costs incurred on the terminated portion of the contract. The Contractor shall be paid for work performed and accepted up to the effective date of termination, including

reasonable contract close-out costs. The Contractor shall submit a termination claim within the time specified in the notice. Any property furnished by the Contracting Agency shall be returned or disposed of as directed.

B. Termination for Default

The Contracting Agency may terminate this contract for default if the Contractor fails to deliver supplies or perform services within the time specified, or fails to comply with any other provisions of the contract. Termination shall be effected by written notice 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 contract requirements. The Contracting Agency may also recover re-procurement costs and other damages as permitted by law.

C. Opportunity to Cure

At its sole discretion, the Contracting Agency may provide the Contractor a period of up to ten (10) calendar days to cure any defect or default prior to termination. The notice of termination shall specify the time allowed for cure and any conditions that must be met. Failure to cure within the specified period may result in termination for default.

D. Waiver of Remedies

Any waiver by the Contracting Agency of its rights or remedies for any breach of this contract shall not constitute a waiver of any subsequent breach. All waivers must be in writing and signed by an authorized representative of the Contracting Agency.

E. Termination for Convenience – Professional or Transit Services

For contracts involving professional or transit services, the Contracting Agency may terminate this contract, in whole or in part, by written notice when it is in the State's interest. Payment shall be limited to services rendered and accepted prior to the effective date of termination, in accordance with the contract's payment provisions.

F. Termination for Default – Supplies and Services

If the Contractor fails to deliver supplies or perform services within the time specified or fails to comply with any contract provisions, the Contracting Agency may terminate this contract for default. Written notice shall specify the nature of the default. Payment shall be limited to supplies delivered and accepted or services performed in accordance with contract terms.

G. Termination – Cost-Type Contracts

For cost-type contracts, the Contracting Agency may terminate this contract, in whole or in part, by written notice specifying whether the termination is for convenience or

default. If terminated for default, the notice shall describe the Contractor's failure to perform. The Contractor shall account for any property paid for with funds from the Contracting Agency or supplied by the Contracting Agency. If the contract provides for a fee, the Contracting Agency may adjust the fee proportionally to the value of work performed. The Contractor shall submit a termination claim, and the parties shall negotiate a settlement in accordance with applicable laws and contract terms.

CIVIL RIGHTS REQUIREMENTS

a. Nondiscrimination

In accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), Section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132), and Federal transit law (49 U.S.C. § 5332), the Contractor agrees that it will not discriminate against any employee or applicant for employment or any program participant because of race, color, creed, national origin, sex, age, or disability. The Contractor also agrees to comply with all applicable federal implementing regulations and any additional requirements issued by the Federal Transit Administration (FTA).

b. Equal Employment Opportunity

The following equal employment opportunity requirements apply to this contract:

1. Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e) and 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor regulations (41 CFR Parts 60), which implement Executive Order 11246, as amended by Executive Order 11375. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, creed, national origin, sex, or age. This includes, but is not limited to: employment, upgrading, demotion, transfer, recruitment, layoff, termination, compensation, and selection for training, including apprenticeship.

2. Age

In accordance with Section 4 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 623) and 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees based on age.

3. Disability

In accordance with Section 102 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12112), the Contractor agrees to comply with the regulations of the U.S. Equal Employment Opportunity Commission (29 CFR Part 1630) pertaining to employment of

persons with disabilities.

c. Inclusion in Subcontracts

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for DBE participation is 10%, and Waccamaw Regional Transportation Authority (WRTA) has established an overall DBE goal of 6.91%. A contract-specific DBE goal of 6% has been set for this project.

Offerors must make good faith efforts to achieve this goal by soliciting and utilizing certified DBE firms listed in the South Carolina Department of Transportation Unified Certification Program (UCP). If the goal cannot be met, the Offeror must provide documentation demonstrating its good faith efforts in accordance with 49 CFR § 26.53.

A. Nondiscrimination

The Offeror shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure to comply is a material breach of contract and may result in termination or other remedies.

Each subcontract must include the nondiscrimination assurance required by 49 CFR § 26.13(b).

B. Prompt Payment

The Offeror shall comply with the prompt payment provisions of 49 CFR § 26.29, which require prime contractors to pay subcontractors for satisfactory performance no later than 30 days after receiving payment from Coast RTA. These provisions apply to all subcontractors, regardless of DBE status.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation (DOT), whether or not expressly stated in this

contract. All contractual provisions required by DOT, as set forth in FTA Circulars, regulations, and the FTA Master Agreement, are hereby incorporated by reference.

In the event of a conflict between any contract provision and an FTA-mandated requirement, the FTA requirement shall prevail.

The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any request by Waccamaw Regional Transportation Authority (WRTA) that would cause WRTA to be in violation of FTA requirements.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that neither it, its principals (as defined at 49 CFR § 29.995), nor its affiliates (as defined at 49 CFR § 29.905) are excluded or disqualified as defined at 49 CFR §§ 29.940–29.945.

The Contractor agrees to comply with the requirements of 49 CFR Part 29, Subpart C, and to include a similar provision in any lower-tier covered transactions.

By signing and submitting its offer to Waccamaw Regional Transportation Authority (WRTA), the Offeror certifies that this certification is a material representation of fact relied upon by WRTA. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to remedies available to WRTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Offeror further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

BREACHES AND DISPUTE RESOLUTION

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

Performance During Dispute: Unless otherwise directed by the Procuring Agency, Contractor shall continue performance under this 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 shall be made in

writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies: Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Procuring Agency and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Procuring Agency is located.

Rights and Remedies: The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Coast RTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

LOBBYING

In accordance with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), as amended by the Lobbying Disclosure Act of 1995, and implemented at 49 CFR Part 20, Offerors or Contractors who apply for or bid on an award of \$100,000 or more shall file the required certification stating that no federal appropriated funds have been used to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, loan, or cooperative agreement.

Each tier of subcontractor shall certify to the tier above that it has not and will not use federal appropriated funds for such lobbying activities. 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 regarding the federal award. These disclosures shall be forwarded from tier to tier up to the recipient.

Failure to comply may result in civil penalties ranging from \$10,000 to \$100,000 per violation.

CLEAN AIR

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

CLEAN WATER REQUIREMENTS

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

FLY AMERICA REQUIREMENTS

The Offeror agrees to comply with the Fly America Act (49 U.S.C. § 40118) and the implementing regulations of the General Services Administration at 41 CFR Part 301-10, which require that U.S. flag air carriers be used for all U.S. Government-financed international air travel and transportation of personal effects or property, to the extent such service is available.

If a foreign air carrier is used, the Offeror shall submit an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier. The Offeror shall also provide a certificate of compliance with the Fly America requirements.

The Offeror agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

SEISMIC SAFETY REQUIREMENTS

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the seismic safety standards required by U.S. Department of Transportation Seismic Safety Regulations (49 CFR Part 41). The Contractor shall certify compliance with these standards to the extent required by the regulation.

The Contractor also agrees to ensure that all work performed under this contract, including work performed by subcontractors, complies with the applicable seismic safety standards and any certification of compliance issued for the project.

PATENT AND RIGHTS IN DATA

A. Rights in Data

The following requirements apply to each contract involving experimental, developmental or research work:

(1) 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 specifications 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 lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor agree to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the work is not completed for any reason, all data developed shall become subject data and shall be delivered as the Federal Government may direct. This does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its

officers, agents, and employees acting within the scope of their official duties against any liability resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract.

(e) Nothing in this clause shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the contract is exempt from the requirements of subsections (b), (c), and (d), provided that the Purchaser or Contractor identifies that data in writing at the time of delivery.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights

The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract, and that invention, improvement, or discovery is patentable under the laws of the United States or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small

Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

ENERGY CONSERVATION REQUIREMENTS

The Offeror agrees to comply with mandatory standards and policies relating to energy efficiency, as contained in the **state energy conservation plan** issued in compliance with the **Energy Policy and Conservation Act** (42 U.S.C. § 6321 et seq.)

ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES (ADA)

Offeror 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. Offeror 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.

TERM OF CONTRACT - OPTION TO RENEW:

The initial contract will be three (3) years, and there will be five (5) one (1) year renewal options. At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one (1) year unless contractor receives notice that the Agency elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

RFQ Submission Instructions

Submissions are to be labeled "Statement of Qualifications for Master Services Agreement for Architecture and Engineering Services - RFQ #2025-001"

Proposals must be submitted electronically by 12:00 (Noon) EST, September 10, 2025.

Any submission received after the deadline will be denied.

Electronic Submittal: All submittals (60MB limit) must be delivered via email to procurement@coastrta.com. An email receipt will follow each submittal. Please call Candace Brown, 843-438-3112 if a receipt email is not received.

Coast RTA is not responsible for electronic submission errors.



Attachment (A)

(To Be Completed By Offeror)

SUSPENSION AND DEBARMENT

This submission is a covered transaction for purposes of **49 CFR Part 29**. As such, the proposer is required to verify that none of the proposer, its principals (as defined at **49 CFR § 29.995**), or affiliates (as defined at **49 CFR § 29.905**) are excluded or disqualified as defined at **49 CFR §§ 29.940 and 29.945**.

The proposer is required to comply with **49 CFR Part 29, Subpart C**, and must include a requirement to comply with Subpart C in any lower-tier covered transaction it enters into.

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

This certification is a **material representation of fact** upon which reliance was placed by the recipient.

If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to other remedies available to the recipient, the **Federal Government may pursue available remedies**, including but not limited to **suspension and/or debarment**.

The proposer agrees to comply with the requirements of **49 CFR Part 29, Subpart C** while this offer is valid and throughout the period of any contract that may arise from this offer.

The proposer further agrees to include a provision requiring such compliance in its **lower-tier covered transactions**.

Proposer: _____

Signature of Authorized Official _____ Date _____

Title: _____



Attachment (B)

(To Be Completed By Offeror and Also Must Be Notarized)

CERTIFICATION OF NON-COLLUSION

By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any other matter relating to such prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competition; and
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purposes of restricting competition.

Dated: _____

Company Name: _____

Signature: _____

NOTARY:

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

_____; My commission expires _____, 20__.



Attachment (C)

(To Be Completed by Offeror)

CERTIFICATION OF COMPLIANCE WITH FEDERAL LOBBYING REGULATIONS

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

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

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

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

By: _____ (Signature of Company Official) _____ (Date)

(Official's Title)

Attachment (D)

(To Be Completed by Offeror)

VERIFICATION OF RECEIPT OF AMENDMENTS

Receipt of Amendment (if any) – Please sign, verifying receipt of all amendments.

Verify with procurement officer to ensure that all amendments have been received prior to signing.

_____Amendment Number/Date

_____Amendment Number/Date

_____Amendment Number/Date

This document must be signed and returned with your submission, even if no amendment has been issued!

Signature

Company

Date



Attachment (E)

DBE UNAVAILABLE; GOOD FAITH EFFORT CERTIFICATION

DBE Good Faith Effort Checklist

The following checklist is based on 49 CFR Part 26, Appendix A. Offerors should retain documentation supporting each item checked.

- ☐ Solicited DBE firms through all reasonable and available means (e.g., written notices, emails, phone calls).
- ☐ Provided DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner.
- ☐ Followed up with interested DBEs to answer questions and encourage participation.
- ☐ Advertised opportunities in minority-focused media or trade publications.
- ☐ Attended pre-bid meetings or outreach events to connect with DBEs.
- ☐ Assisted interested DBEs in obtaining bonding, lines of credit, or insurance.
- ☐ Negotiated in good faith with interested DBEs and did not reject them without sound reasons.
- ☐ Provided written explanations for DBEs not selected, including comparative quotes if applicable.
- ☐ Used available DBE directories and outreach organizations to identify qualified DBEs.
- ☐ Included DBE participation in all scopes of work where DBEs are available.

DBE Contact Log and Availability Certification

I, _____ (Name) _____ (Title)

of _____ (Prime Offeror) Certify that on _____ (Date)

I contacted or attempted to contact the following Disadvantaged Business Enterprise to obtain a proposal for the following work items:

Disadvantaged Contractor	Work Items Sought	Form of Proposal Sought (i.e., unit price, materials & labor, labor only, etc.



To the best of my knowledge and belief, said Disadvantaged Business Enterprise was unavailable for work on this project, or unable to prepare a proposal for the following reason(s):

Signature: _____

Date: _____

-END-