

Central Midlands Regional Transit Authority



Central Midlands Regional Transit Authority
ADA and Mobility Management
Request For Proposals

Columbia, South Carolina
Date: January 24, 2019

Due Date: February 28, 2019

Time: 2:00 P.M.

Receipt Location:

The COMET Administrative Offices

ATTN: Virginia Goodson

3613 Lucius Rd.

Columbia, SC 29201

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PUBLIC NOTICE

REQUEST FOR PROPOSALS (RFP)

The RFP seeks a prime contractor to provide the scope of services requested herein. The prime contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

The COMET /Central Midlands Regional Transit Authority is seeking proposals from qualified contractors to provide 1] ADA Paratransit Eligibility certification and 2] Mobility Management services. Individuals, organizations, or businesses that apply for this proposal must be familiar with ADA regulations as it pertains to the paratransit eligibility process, and mobility management initiatives.

The COMET reserves the right to review and reject any personnel performing services under their contracts including prime and sub-contractor staff and personnel changes which may occur during the life of the contracts.

The COMET expects the highest quality services in connection with implementing this project. The COMET may determine that a person performing services under their contract is not adequately qualified or properly trained and may direct the "Contractor" to remove such persons from work on their contracts.

The contract to resulting from this RFP shall be known as the "ADA and Mobility Management" contract. All proposals must be submitted by February 28, 2019. Please reference the RFP document(s) for submission requirements. The COMET encourages the use of recycled paper, and where practicable, printed on both sides, for all submittals.

All proposal responses should be mailed or delivered to:

The COMET Administrative Offices
ATTN: Virginia Goodson–Procurement Officer
Virginia Goodson <virginia.goodson@catchthecomet.org>
3613 Lucius Rd.
Columbia, SC 29201

For a copy of the RFP, please contact Ms. Virginia Goodson, Procurement Officer, at virginia.goodson@catchTheCOMET.org. A copy of the RFP is also posted on The COMET website. Please include your name, contact information (e-mail and mailing addresses, telephone number), including how you want to receive a copy of the RFP, and the name of the organization you are representing.

TIMETABLE

<u>Date and Time</u>	<u>Action</u>
January 24, 2019	Publish/Release RFP
February 7, 2019	Questions Due from offerors
February 15, 2019	Answers to Questions Due to offerors
February 19, 2019	Follow Up Questions if necessary
February 22, 2019	Follow Up Answers if necessary
February 28, 2019	Proposals Due
March 11, 2019 (week of)	Interviews/Presentations, if necessary
March 27, 2019	Board Meeting; award of Contract
April 5, 2019	Contract Implemented

PART 1: GENERAL INFORMATION, TERMS AND CONDITIONS AND PROCUREMENT PROCESS

A. GENERAL INFORMATION

1. **Ethics and No Contact Policy.** After issuance of this RFP, Offerors, or anyone acting directly or indirectly on behalf of an Offeror or potential Offeror (Offeror) or a subcontractor (Subcontractor) shall not discuss or submit inquiries about this RFP in any way with any of The COMET's employees, agents, or elected or non-elected officials, or a member of the Board of Directors (the Board), other than the Procurement Officer, **Virginia Goodson**, **virginia.goodson@catchthecomet.org**. Any communication with the Procurement Officer must be in writing and submitted as required in this RFP. The foregoing restriction expires once the ADA and Mobility Management Contract has been executed. Violation of this restriction may result in disqualification of the Offeror for the award of the Contract, suspension or debarment, and may constitute a violation of the South Carolina Ethics Act. The prohibition contained herein does not apply to interviews with the Evaluation Committee, where such interviews are initiated by the Procurement Officer with an Offeror as provided in this RFP.

2. **No Liability for Costs.** The COMET shall not be liable for any costs incurred by the Offeror or any other person in connection with the preparation or submission of the proposal or any other materials required pursuant to this RFP.

3. **Accuracy and Completeness.** By submitting a proposal pursuant to this RFP, the Offeror represents that the information contained in such proposal is true, accurate and complete at the time of submission and warrants that such information will remain true, accurate and complete throughout the life of the procurement process and any contract awarded to the Offeror pursuant to this RFP.

4. **Misrepresentation.** If The COMET finds the Offeror has either knowingly misrepresented any information or failed to provide requested information in a timely manner, this may constitute sufficient grounds for The COMET to deem the Offeror non-responsible or non-responsive.

5. **Cancellation of RFP.** The COMET reserves the right to accept or reject any and all proposals received as a result of this RFP, to negotiate with all or selected Offerors, or to cancel, in part or in whole, this RFP if it is in the best interest of The COMET to do so.

B. TERMS AND CONDITIONS

1. **Non-Discrimination.**

a. **Non-discrimination Requirement.** The Offeror shall not discriminate on the basis of race, color, religion, national origin, age, gender, sexual orientation, veteran status, disability and/or any other protected class under the law in the performance of this RFP.

b. **Title VI of the Civil Rights Act of 1964.** The Offeror agrees to comply with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, USDOT regulations, "Nondiscrimination in Federally-Assisted Programs of the USDOT, 49 CFR Part 21.

c. **Equal Employment Opportunity.** The Offeror may not discriminate against any employee or prospective for employment because of race, color, religion, national origin, age,

gender, sexual orientation, veteran status, disability and/or any other protected classes under the law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Offeror shall insert the foregoing provision (modified only to show the particular contractual relationship) in all of its third party contracts associated with the Bus Shelter Contract resulting from this RFP, except contracts for standard commercial supplies or raw materials and construction contracts. Further, the Offeror shall require all such subcontractors to insert a similar provision in all subcontracts, except contracts for standard commercial supplies or raw materials, except contracts for standard commercial supplies or raw materials and construction contracts.

d. Access Requirements for Individuals with Disabilities. Offeror must comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq. and 49 U.S.C. § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. § 1612; and other applicable federal and state statutes, rules and regulations.

2. Term. The initial term of the ADA and Mobility Management Contract resulting from this RFP shall be for three (3) years with two (2) one-year options. The COMET, at its sole discretion, has the option to renew the Contract for one-year increments. Such notification will be provided within 60 days of the contract end date.

3. Termination. Should the contractor be found to have failed to perform its services in a manner satisfactory to The COMET, The COMET will provide written notice of such deficiency to the Contractor. The Contractor shall have, from the receipt of the written notice, thirty (30) business days to cure the deficiency. If the contractor fails to cure the deficiency, The COMET may terminate the contract immediately for cause. The COMET shall be sole judge of non-performance. In the event that The COMET determines to terminate the contract, contractor agrees that it will continue to provide services, if requested to do so by The COMET, pursuant to the contract until the effective date of the new contract.

4. Termination for Convenience or Mutual Agreement. The COMET may terminate this Contract for convenience with a written notice of not less than thirty (30) days. The parties have the right to termination upon mutual written agreement. There will be no additional costs to The COMET upon termination for convenience or mutual termination other than for work already performed satisfactorily and accepted by The COMET.

5. Availability of Funds. This procurement is subject to the availability of funding. The COMET will rely on funds approved by the Board on an annual basis. If sufficient funds are not approved by the Board to fund the contract, The COMET can terminate the contract upon written notice to the contractor.

6. Financial Transparency. Upon written request from The COMET, the contractor shall provide The COMET any and all documents, data, and financial records, in written or electronic form, relating to the expenditure of all funds, regardless of the source of funding, paid to the contractor under this contract. Such information shall be provided within five days, unless otherwise agreed upon in writing by The COMET or his designee, of its request at no cost to The COMET. Such information shall be available for public disclosure by The COMET as provided for in

the South Carolina Freedom of Information Act, S.C. Code Ann. § 30-4-10, et seq. (2014) (SCFOIA) and S.C. Code Ann. § 11-35-410 (2011). Contractor agrees to and shall insure that this financial transparency provision is included in each contract that it has with a subcontractor to perform work under this contract.

7. **Freedom of Information Act.** To the extent that the SCFOIA and S.C. Code Ann. § 11-35-410 require the production and release of public records, The COMET has a statutory duty to comply with SCFOIA and is subject to civil suit, including the award of costs and attorney's fees for failure to comply therewith. Contractor acknowledges that The COMET, in its sole discretion, must determine what a public record is and what The COMET is required to release. In the event there is a dispute regarding what constitutes a public record and whether it is exempt from disclosure pursuant to S.C. Code Ann. § 30-4-40 or § 11-35-410, The COMET will give contractor five (5) days' notice prior to releasing such information, during which time contractor shall take whatever action it deems necessary to challenge the release. Further, if any legal actions are brought against The COMET as a result of contractor's refusal to provide or failure to cooperate with a The COMET request for information, contractor shall reimburse to The COMET all costs and attorneys' fees incurred by The COMET in connection with such an action and shall in all respects indemnify and hold The COMET harmless against any losses or financial penalties in connection with such action.

8. **Insurance.** The contractor shall procure automobile liability and property damage liability insurance from a company that is authorized to write insurance in the state of South Carolina and is in good standing with the South Carolina Insurance Commissioner to protect The COMET, it's Board, officials, employees, agents and volunteers, as well as the contractor and its employees. The COMET shall maintain limits of no less than:

- a. Workers' Compensation Statutory Amount
- b. Comprehensive General Liability \$1,000,000 - Each Occurrence
- c. Comprehensive Auto Liability \$1,000,000 Combined Single Limit
- d. Umbrella Liability \$ 10,000,000 Each Occurrence

The contractor shall provide The COMET with evidence of such insurance; together with an appropriate endorsement that such insurance will not be cancelled without thirty (30) days prior written notice to The COMET (cancellation of insurance shall constitute an event enabling The COMET to immediately terminate this contract).

9. **Laws and Regulations.** Contractor will comply with all applicable State, Federal and Local Laws and regulations.

10. **Immigration Law Compliance.** By executing and entering into this contract, the contractor is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et. seq., and regulations relating thereto, as either may be amended. Failure by the contractor to comply with the laws referenced herein shall constitute a breach of this contract and The COMET shall have the discretion unilaterally to terminate this contract immediately.

11. **Contractor Solely Responsible for Performance/Subcontractors.** The contractor will be solely responsible for performance under this contract. The COMET will rely upon the contractor for full, complete, and satisfactory performance under the terms and conditions of this contract and for any relief, or judgment which may be requested by The COMET against the contractor or which may be entered against the contractor in any litigation which may arise under this contract or the relationship between the parties. If the contractor's services provided for hereunder include services, equipment or materials supplied by a subcontractor, the contractor must act as the contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements

12. **Legal Relationship.** The contractor is an independent contractor and is not the legal representative or agent of The COMET. The contractor and The COMET have a business relationship based entirely on and circumscribed by this contract. No partnership, joint venture, agency, fiduciary, or employment relationship is intended or created by reason of this Contract.

13. **Prompt Payment.** The contractor must comply with all of The COMET's policies and procedures, specifically including its prompt payment policy.

14. **Disputes.** (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Ad Hoc Procurement Review Panel in accordance with the Authority's Procurement and Contract Administration Policy, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the RFP. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

15. **Indemnification.** Notwithstanding any limitation in this RFP, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This

clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. Any term or condition is void to the extent it requires the Authority to indemnify, defend, or pay attorney's fees to anyone for any reason

C. PROCUREMENT PROCESS

1. **Procurement Officer.** Ms. Virginia Goodson is the Procurement Officer for this RFP and all contact regarding any aspect of this RFP shall be made to Ms. Virginia Goodson. All contact shall occur by e-mail to virginia.goodson@catchthecomet.org, except as otherwise authorized herein.

2. **Submission of Questions.** All questions, comments, requests for information or clarifications regarding this RFP must be submitted as indicated below no later than 2:00 pm, February 7, 2019. All questions, comments, requests for information or clarifications should, to the highest degree possible, cite the specific RFP section and paragraph number(s) to which the question refers. All questions, comments, requests for information or clarifications regarding this RFP should include the identity of the sender, firm name, mailing address, telephone number, and e-mail address. Email is the required method for submitting questions to virginia.goodson@catchthecomet.org with the subject line: "Questions: The COMET ADA and Mobility Management RFP". Submit questions in MS Word format.

3. **Response to Questions.** The COMET's Response to Questions, Clarification and Subsequent Amendment: All responses to questions submitted to The COMET shall be answered February 15, 2019 by 4:00 pm EST by written amendment issued by the Procurement Officer to all persons that requested the RFP from the Procurement Officer. No oral responses provided during the site visit or at the pre-proposal conference are binding on The COMET.

If clarification of any answer provided by The COMET is requested, the inquiry must be made no later than by February 19, 2019, 4:00 pm EST and only one round (if needed) of clarification is permitted. The COMET shall be the sole judge of whether an answer is sufficiently clear.

The COMET reserves the right to make modifications or amendments to this RFP, either at the request of an Offeror or upon The COMET's own initiative. If The COMET determines it is appropriate to revise any portion of this RFP, it will issue a written amendment to the RFP. Offerors shall submit a signed copy of the "Receipt of Amendments" for each amendment issued with their proposals under the required forms tab.

If an amendment requires significant changes in the Scope of Work to be performed under the contract, the date for receipt of proposals may be postponed at The COMET's discretion.

4. **Submission of Proposals.**

A. **FOIA.** All proposals received become the exclusive property of The COMET. At such time as the Contract is agreed to by the contractor and the Board, all proposals submitted will

become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal that constitute confidential and proprietary information or trade secrets as those terms are used in the South Carolina Consolidated Procurement Code (S.C. Code Ann. § 11-35-410) and the Freedom of Information Act (S.C. Code Ann. § 30-4-40(a)(1)) and that are so marked in the RFP as “TRADE SECRET,” “CONFIDENTIAL” or “PROPRIETARY.” However, proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be released pursuant to a freedom of information request. The COMET shall not in any way be liable or responsible to any Offeror or other person for any disclosure of any such records or portions thereof, whether the disclosure is deemed to be required by law, by a court order, and/or occurs through inadvertence, mistake, or negligence on the part of The COMET, its officers, agents, or employees. Any legal costs associated with determining confidential information is excluded or included in a public records request is at the expense of the Offeror.

B. Proposal Format. Proposals must be received at the O&M Facility by 2:00 pm EDT on February 28, 2019. Proposals in response to this RFP shall be considered received at the time actually received by The COMET. The COMET will not accept late proposals. Proposals received after the time and date will be returned unopened at the Offeror’s expense and the Offeror will be disqualified. Offerors shall submit the Proposals in two parts, the technical proposal and the pricing proposal. The Proposals shall consist of:

a. One (1) original signed unbound hard copy of the technical proposal and one (1) original signed hard copy of the pricing proposal in a sealed envelope marked “Original technical and Price Proposal.”

b. A CD or USB Drive containing One (1) pdf copy of the Offeror’s technical proposal as presented and one (1) pdf copy of the Offeror’s technical proposal redacted with confidential information redacted. Please refer to Part 1, section C, 4 for the definition of confidential.

c. Six (6) bound hard copies of the Offeror’s technical proposal.

d. Two (2) copies of the Price Proposals in a separate envelope clearly marked as “Price Proposal Forms”. Pricing SHALL NOT be included in the technical proposal, on either the CD or USB drive containing the technical proposal. Failure to submit separate technical and pricing proposals may result in rejection of the entire proposal.

Mark parcel as “ADA and Mobility Management Proposal” & “Do Not Open With Regular Mail.”

Proposals shall be delivered to: **Virginia Goodson, Procurement Officer**
The COMET
3613 Lucius Rd.
Columbia, SC 29201
Email: virginia.goodson@catchthecomet.org
Telephone: 803.255.7137

5. Opening of Proposals. At the designated time for receipt of the proposals, the proposal packages will be opened and listed for the record of receipt. The packages will be secured and made available exclusively to the Evaluation Committee, select support staff, and legal counsel.

6. **Start-up.** Unless otherwise agreed up during contract negotiations, the contractor is expected to start providing services under the contract beginning the first day of the month after the contract is executed or at such other time as the start date is set by The COMET.
7. **Reservation of Rights.** The COMET reserves the right to seek clarification and to request supporting documentation and contractors shall comply with these requests.
8. **Award Notification.** Notice of “intent to award” a contract will be sent via email to all contractors that submitted a proposal. Any amendments to this solicitation will also be provided to all known interested contractors. Award will be made to the most responsive and responsible offeror whose proposal provides the best value and is determined to be most advantageous to the COMET. Offerors agree to adhere to all applicable State, Federal and Local laws and regulations. Applicable Laws and regulations will be attached to the purchase agreement. The successful offeror will be required to sign a standard “Offeror Certification- Non Collusion” and “Offeror Certifications-Debarment” form. (Appendix A).
9. **Protests.** Protests to this solicitation or contract award must be in accordance with The COMET protest procedures contained in The COMET’s “Procurement and Contract Administration Policy” (Procurement Policy). A copy of the Procurement Policy is posted on The COMET’s website.

PART 2 : SCOPE OF SERVICES.

1. In an effort to ensure that individuals who are most in need of paratransit service are able to be accommodated, The COMET is requesting proposals for ADA Eligibility certifications. The goals for the eligibility process are to ensure accessibility to the ADA paratransit program for eligible persons, to support the use of fixed-route service for persons who are able to use it for some or all of their transportation needs, and to provide a fair and equitable process for recommending ADA paratransit eligibility. Paratransit eligibility will be based on ADA regulations.
2. Paratransit eligibility shall be based on a functional rather than medical model. Persons shall not be qualified or disqualified on the basis of a specific diagnosis or disability alone. An applicant shall be deemed eligible if, and only if, a person's functional disability prevents the use or navigation of The COMET's fixed-route services. A summary of the responsibilities of the Contractor are listed below. A more detailed description follows.

The general responsibilities of the Contractor shall be as follows:

1. Contacting DART to schedule the transportation of potential passengers to designated locations for performing ADA paratransit functional assessments. Coordinating with DART to ensure applicants are notified by the DART reservationist one day in advance of the pick- up time for the scheduled assessment.

2. Conducting appropriate assessments in-person for physical, visual, and cognitive evaluations of applicants to determine eligibility for ADA paratransit service.
3. Making recommendations to The COMET regarding the eligibility of clients which will allow The COMET to notify clients of the evaluation determinations in writing.
4. Ensuring that staff and facilities are available to effectively conduct assessments.

The services described in this RFP require that the Contractor do the following:

Provide clerical/administrative staff to greet applicants, schedule evaluations, and perform data entry and other miscellaneous duties to manage the administration of the office site.

Have qualified staff to perform the functional assessments.

Ensure that staff performing services under The COMET's agreements are aware of and sensitive to the needs of applicants with disabilities. Contractor's staff must be knowledgeable about medications used to treat a wide variety of disabilities and be qualified to assess functional abilities of individuals with a wide variety of disabilities.

Ensure that all information collected for the eligibility process is kept confidential and is only distributed to individuals who require access for eligibility determinations. All files are stored in a secure location on site. All parties involved in the eligibility process are aware of the need to maintain confidentiality with information pertaining to applicants.

Adhere to Health Insurance Portability and Accountability Act [HIPAA] Privacy rules.

The general responsibilities of The COMET shall be as follows:

1. Providing background information.
2. Providing paratransit service, via DART, for the transportation of applicant[s] to and from the Contractor's certification facilities, if requested.
3. Provide training of Contractor personnel on The COMET's bus services and paratransit services and policies.
4. Providing marketing materials for display at the Contractor's facility or distributing materials to the applicants.
5. Administering the appeals process.
6. Notify applicants of decisions regarding final determinations.

Eligibility Assessment Process

Contractor shall:

1. Respond to all inquiries about ADA eligibility including ADA background material and the paratransit eligibility application itself;
2. Arrange for on-site assessments and schedule appointments for in-person interviews;
3. Conduct personal interviews and assessments;
4. Make recommendations regarding ADA paratransit eligibility and forward to The COMET;
5. Provide Basis of Determination with all applications to The COMET;
6. Monitor online DART applications to ensure that applications are completed;
7. Maintain electronic copies of applications;
8. Track how many applicants are conferred eligibility for the appropriate criteria and denials rendered;
9. Contact DART to schedule reservations for transportation, if needed, to conduct functional assessments on site;
10. Create accessible formats as requested [i.e. Braille, Large print, etc.] for applications and all pertinent information that relates to that applicant.

Description of Program

The Contractor shall manage the Paratransit Eligibility Certification Program as described herein. The Contractor shall schedule and conduct in-person interviews with applicants, review applications, and follow-up with each applicant's designated physician as needed. Proposers may suggest an alternative procedure to achieve similar outcomes if appropriate.

The Contractor shall determine whether and under which of the ADA-defined eligibility criteria an applicant is eligible, any conditions of eligibility that determine whether the duration of eligibility is permanent or temporary, and if temporary, the eligibility expiration date. The Contractor shall also determine the need for a client to travel with a personal care attendant in order to complete a paratransit trip successfully. The Contractor shall identify conditional, or trip-by-trip, eligibility based on the information available during the application process. For example, the applicant may be capable of taking a bus that stops near the rider's home to certain destinations but not to others.

Ultimately, the Contractor shall identify specific trips, if any, for which a client is ineligible to use paratransit service, i.e., trips for which the client is capable of using fixed-route transit.

The Contractor shall maintain a client database, statistical information, and submit monthly reports to The COMET. The reports are further described under "Required Reports" in the Paratransit Eligibility Program section of this RFP.

The goal of the Contractor shall be to ensure that only applicants who meet the eligibility criteria are enrolled for paratransit services.

Deliverables

ADA Eligibility Certification criteria will be based on:

Any individual with a disability who is unable, as the result of a physical or mental impairment [including a vision impairment], and without the assistance of another individual [except the operator of a wheelchair lift or other boarding assistance device], to board, ride, or disembark from any vehicle on the system which is readily accessible to and usable by individuals with disabilities.

Any individual with a disability who needs the assistance of a wheelchair lift or other boarding assistance device and is able, with such assistance, to board, ride, and disembark from any vehicle which is readily accessible to and usable by individuals with disabilities if the individual wants to travel on a route on the system during the hours of operation of the system at a time, or within a reasonable period of such time, when such a vehicle is not being used to provide designated public transportation on the route.

Any person with a disability who has a specific impairment-related condition, which prevents them from traveling to or from a bus stop.

Only a specific impairment-related condition, which prevents the individual from traveling to or from a bus stop, is a basis for eligibility under this criterion. A condition, which makes traveling to or from a bus stop more difficult for a person with a specific impairment-related condition than for an individual who does not have the condition, but does not prevent the travel, is not a basis for eligibility under this criterion.

Architectural barriers not under the control of The COMET and environmental barriers [e.g. distance, terrain, weather] do not alone form a basis for eligibility under this paragraph. However, the interaction of such barriers with an individual's specific impairment-related condition may form a basis for eligibility, if the effect is to prevent the individual from traveling to or from a bus stop.

Paratransit eligibility shall only be conferred to those individuals whose disability aligns with the criteria set forth by the ADA. The age of a person, a language barrier, the duration of a particular trip or the relative difficulty with completing a trip on fixed-route services is not a basis for paratransit eligibility.

The Contract shall adhere strictly to the paratransit eligibility as described in the ADA Guidelines in order to ensure that only applicants who are truly eligible receive paratransit services.

The paratransit service application and certification process are as follows:

After completing the application, the Contractor will review the application for completeness and assist the applicant with minor omissions. Once the application is complete, the Contractor will contact the applicant to arrange for an on-site assessment/interview.

The Contractor shall conduct a confidential interview at the scheduled time and location. Except where disclosure is required by law, Contractor shall maintain the confidentiality of information provided by applicants. The interview is known as the Functional Assessment [described below]. The interviewer shall review the application, ask follow-up questions to clarify the information provided, ask additional questions to further assess an applicant's ability to use fixed-route services, and obtain any additional information needed to determine paratransit unconditional eligibility, conditional eligibility, temporary eligibility, as well as the eligibility for the applicant to travel with a personal care attendant necessary for the applicant to successfully complete a paratransit trip. If a third party completed the application, the Contractor shall verify that the applicant agrees with the responses provided. The Contractor may utilize an approved alternate procedure to attain the intended eligibility determination.

The Contractor will complete a form with a recommendation on ADA eligibility and send to The COMET following the assessment within three [3] business days. The report documents will include the eligibility application and recommendation form. The Contractor will be available between 8:00 A.M. and 5:00 P.M. on Monday through Friday [or other times as specified by staff to consult by phone with the staff if clarifications are required].

Based on information provided by the Contractor, all applicants will be notified by The COMET in writing of their eligibility status within 21 days of the in-person assessment. Approved applicants will receive the Paratransit Rider's Guide, and other necessary documents and information. The paratransit service provider shall be notified by The COMET that the applicant is eligible, and the Contractor shall forward to DART all client information and documents necessary to facilitate enrollment and a complete record for the Paratransit client database.

Denied applicants shall be notified by The COMET in writing and provided instructions for appealing the determination. The reasons for denial shall be stated, and copies of the application and all information documented during the evaluation process. Additional information regarding denied applicants shall be provided by the Contractor upon request to better support the appeals process.

The Functional Assessment

The functional assessment is designed to determine if an individual's disability will prevent him/her from accessing the fixed-route system. Applicants must have either a permanent or temporary disability to apply; however, individuals must meet the criteria

set forth by ADA to become eligible for paratransit services. In order to learn more about what is involved in a functional assessment, proposers are encouraged to refer to the following link at PROJECT ACTION, which is the federally funded agency that has taken a lead in accessible transportation-related applied research:

www.projectaction.org [Free Resources/Download Free Publications/ Paratransit Eligibility and Management/Document 04ELIG/ "Determining ADA Paratransit Eligibility: An Approach, Guidance and Training Materials"]

Proposers with alternative methods of accomplishing the stated objective of the RFP are welcome to submit proposals. All forms and types of evaluation methods will be reviewed.

Facilities and Equipment

Applicants will likely have some degree of physical, visual, cognitive and/or mental functional disability. It is therefore essential that all facilities, including parking, and building and equipment used in performing work under this contract shall be fully accessible and meet all requirements of the Americans with Disabilities Act [ADA], and its implementing regulations. If an alternative process is proposed, arrangements for facility availability must be made as needed.

The facility used by the Contractor to conduct functional assessments must be well maintained and provide private interview rooms, which are accessible to persons with disabilities. No applicant shall be denied services based upon inability to access the Contractor's facilities and/or services. Proposers should submit proposals based on the aforementioned scenario.

When completing the cost proposal form, the Contractor shall indicate the site where functional assessments are intended to be conducted for the applicants.

The physical and cognitive functional tests will require physical facilities and equipment adequate for:

A phone to be used by the applicant to test the ability to obtain bus schedule information using either a standard phone or TDD as required.

Route finding in which applicants will be asked to find their way to a location in another department or building and back again.

Safety determination in which applicants will be asked to cross, accompanied, a non-arterial street of at least two lanes and the street shall include a curb 6-8 inches high and have a corner wheelchair ramp.

Mobility endurance testing in which applicants will be asked to travel a distance of 600 feet. This course shall be outdoors and predominantly on moderately level ground but will include a small section of uneven surface to simulate actual conditions encountered when traveling to and from a bus stop. The travel course should also include a grade change of at least 10%. [If the contractor will be unable to conduct this assessment outside, include in the proposal how this measure will be simulated within the facility].

Accessibly testing in which applicants will be asked to get on and off an actual fixed-route vehicle.

Accessible Information and Documents

The Contractor shall work with The COMET to ensure all documents and information is in accessible formats based on applicant and client stated preference.

All documents shall be transmitted electronically to applicants upon request. Applications shall be accepted via electronic or printed transmission.

The Contractor shall maintain the electronic format of the application via Survey Monkey to ensure that electronic submissions are complete and address those submissions. Electronic applications will need to be downloaded and saved in the appropriate database.

Accommodation of Other Languages

The Contractor shall make reasonable arrangements to effectively communicate with applicants in languages other than English, as well as sign language, during in-person interviews.

Scheduling Assessment Appointments

The Contractor is required to be available for in-person testing during normal business hours, although it is not necessary to have office hours five days a week from 8:00 A.M. to 5:00 P.M. Ideally the days of operation would be Monday thru Friday. Applicants should be able to schedule an appointment up to two weeks in advance.

Evaluation Determination Schedule

The FTA regulations specify that the entire certification process shall be concluded within 21 calendar days of receipt of a properly completed application, which is inclusive of the in-person assessment. If the certification process is not completed within this time limit, the regulations state the applicant shall be presumed eligible to receive service until the process has been completed. The Contractor is expected to schedule and complete its testing in order for The COMET to notify the applicant of the determination within the 21-calendar day time period.

Staff Requirements

The Contractor shall be solely responsible for the provision and satisfactory work performance of all employees performing services under this contract. The Contractor shall be solely responsible for payment of all employee and/or subcontractor wages and benefits. Without any additional expense to The COMET, the Contractor shall comply with the requirements of employee liability, equal employment, Worker's Compensation, unemployment insurance, Social Security, income tax and all other applicable laws.

The Contractor is required to have a team of qualified staff who should, collectively, be able to demonstrate knowledge and abilities including but not limited to:

Familiarity with functional and cognitive abilities, their prognosis and medications used to treat individuals with a wide range of disabilities;

Ability to assess the interaction of an individual's disabilities with environmental barriers;

Ability to assess the interaction of an individual's disabilities with the various components of a transit system required for successful access and utilization of fixed-route services, fareboxes, timetables and route descriptions;

Knowledge of ADA paratransit eligibility criteria and service requirements;

Familiarity with The COMET fixed-route service;

Sensitivity to persons with disabilities, including physical, cognitive and psychiatric disabilities;

Ability to communicate effectively in person and in writing;

Ability to communicate in other languages in addition to English, with the assistance of language interpreter services if necessary.

Staff conducting interviews and performing evaluations should have appropriate experience and professional training in human health and medical fields. Such staff may include, but not be limited to, certified physical therapists, occupational therapists, rehabilitation specialists, orientation and mobility specialists, and professionals with training in cognitive and psychiatric impairments.

Meetings

The COMET plans to hold meetings with the contractor on an as-needed basis for the purpose of discussing service problems, proposed solutions, and to maintain open and frequent communications. Unless otherwise notified, the Contractor Project Manager shall attend all meetings.

Required Reports

The Contractor shall immediately notify The COMET of any complaint involving applicant referrals. The following monthly reports shall be submitted along with the invoices for payment:

Number of applicants interviewed

Tabulations regarding physical and/or cognitive functional test procedures and results

Number of recommendations of each type [i.e. unconditional, conditional, temporary, or ineligible for ADA paratransit]

Number of interviews/assessments scheduled

Number of applications received

Number of incomplete applications received

Number of interviews/assessments no-shows, cancellations, or not completed

Number of determinations made within 21 days or presumptively eligible

Number of re-certifications

Demographics of applicants

Total complaints and commendations [phoned and written] involving applicants, including the date, description and names of all parties involved

Suggestions for modifying, simplifying or improving the test procedures and results

Observations regarding individual physical and/or cognitive function test procedures and results

Outcomes by reviewer/assessor

The COMET will approve the forms used for these reports. The Contractor may be asked to conduct periodic surveys to evaluate the program. The COMET will provide the surveys and the Contractor will be required to participate in administering them.

Applicant and Client Database

The Contractor shall be responsible for maintaining an electronic mechanism that shall contain applicant's name, address, telephone numbers, primary language, representative's contact information [if any], date application sent, interview date, all eligibility determination information, e.g., eligible/denied, eligibility category, permanent/temporary eligibility, conditional eligibility information [i.e., ineligible paratransit trips], personal care attendant status, expiration date and other essential information. *All information shall be kept confidential and in a secure environment.*

The contractor will supply Dial-A-Ride ADA Paratransit administrator and the appropriate individuals in The COMET with complete access to the data.

Emergency Policies and Procedures

All applicants referred to the Contractor are likely to have some degree of physical, cognitive and/or mental disability. Contractor policies and procedures shall be in place to respond to any emergencies [e.g. cardiopulmonary resuscitation, seizure management, etc.] that may arise.

The COMET will not be responsible for any costs associated with implementation of such policies and procedures above those included in the contracted service price.

Mobility Management Program

The purpose of the Mobility Management Program is to provide The COMET with new options of transportation to best serve Richland and Lexington Counties. The COMET was successful in receiving a FTA Section 5310 to provide mobility management service and to perform the specific tasks as explained below:

Scope of Work

The COMET intends continue its mobility management program. The mobility management program would provide mobility management services to coordinate currently under-used resources and help address coordination barriers. Mobility management could expand the availability of services beyond those required by ADA paratransit by coordinating currently underused resources such as vehicles operated by assisted living facilities and other senior housing. The program created by The COMET was based on their recommendation to implement such a program as stated in their coordinated plan. This program would also provide comprehensive mobility information and connect individual riders with appropriate tasks listed below:

Improved service quality measurement with rider participation. Programs that involve demand responsive riders in measuring service quality can spot issues missed by traditional methods and increase consumer understanding of service delivery issues. Riders are provided with data collection forms and training about the importance of objective and complete observations. A neutral party recruits riders and compiles results with assured confidentiality.

Shared training on topics such as passenger assistance techniques, general principles of customer service, requirements of the ADA, complaint follow-up, coordinating transfers and multi-operator reservations have the potential to address customer issues with service quality and consistency.

Additional driver training on accessibility issues and features. Passengers with disabilities continue to report difficulty related to proper securement and being passed up at bus stops. Aside from discouraging pass-ups and training drivers on proper mobility aid securement, training could address advising passengers about the reasons for pass ups and arranging for back-up transportation when appropriate.

Travel training and transit familiarization. In an effort to promote the independence of seniors and persons with disabilities individuals, training to ride fixed route transit should be provided. Seniors and people with disabilities who have never used public transportation have real concerns and fears of the unknown. Some have unrealistically negative impressions of public transportation that would be overcome by successful experiences using transit in the company of others. Relevant programs, provided free of charge, include one-on-one instruction about how to ride transit, bus buddies who ride along with new riders, group demonstrations and field trips.

Enhanced local information and referral systems to provide better access to information about transit, paratransit, and community transportation resources. Lack of information prevents some people from using public transportation. Information about smaller

programs run by cities, counties, or community groups may be confusing or difficult to find. Enhanced information and referral could address the needs of people who do not speak English and people who cannot navigate internet-based information. Comprehensive mobility information would permit creation of one-stop information sources covering not just transportation but also housing and social services for seniors and people with disabilities.

Targeted marketing to encourage seniors and people with disabilities to ride transit. Promotions and programs such as free ride days, merchant sponsorships, organized field trips and "transit ambassadors" [seniors and people with disabilities who promote transit to their peers] would help seniors and people with disabilities learn about transit and how to use it. Transit ambassadors able to work with non-English speakers are also needed.

Comprehensive mobility guides, covering all mobility options for seniors and people with disabilities. Printed or on-line mobility guides including modes other than conventional transit, demand response and ADA paratransit, such as community-based transportation, and services provided by cities and counties, would help individuals and people who provide them information.

Implementation of mobility programs such as subsidized taxi, volunteer transportation, mileage reimbursement and partnerships with UBER and Lyft.

The project will operate within the service area of The COMET, which is Lexington and Richland Counties.

Customer Service

Under this contract, front line staff who regularly assist the public in person, over the phone, and via email will identify themselves as "The COMET Travel Navigators." The following bullet points describe the tasks and responsibilities that Travel Navigators regularly assume to respond to all requests for transportation information and eligibility, assist callers or visitors with eligibility applications, and provide technical assistance or problem resolution. These would be volunteers recruited by the Mobility Management Specialist [Project Manager].

Contractor will provide Travel Navigator and mobility management services in both English and Spanish. A Travel Navigator will provide travel training services to people on the phone, at the Transit Centers and upon request on the buses. They will assist the Mobility Management Specialist in making presentations to the community about The COMET services.

Contractor staff must be available to answer this phone number during all business hours. Travel Navigators will respond to calls with a standard, scripted greeting provided by The COMET. Outside of these hours, the Contractor must provide a machine or other method to record messages.

While performing their duties, Travel Navigators employed by Contractor must maintain a clean and neat appearance and must wear employee badges that clearly display the name, position, and photo, as well as The COMET logo.

Travel Navigators will have sufficient knowledge and training to provide high level customer support and problem resolution. Travel Navigators shall have subject area expertise in the following: Americans with Disabilities Act [ADA] regulations as they relate to paratransit and public transit; paratransit eligibility process; ADA regulations and best practices regarding paratransit eligibility; all The COMET programs including the fixed route bus routes; and other transportation options available in Richland and Lexington Counties. The successful Contractor is responsible for training personnel on new policies, programs, rules, or regulations.

Travel Navigators should be able to effectively and appropriately interact with and provide service to persons who are very elderly and/or have a disability.

Contractor will be able to provide information to customers including, but not limited to, the following:

The COMET programs and services;

Other available private, public, and non-profit transportation programs that support mobility in Richland and Lexington Counties;

Contact information for fixed-route customer service in Richland and Lexington Counties and other South Carolina counties;

Comprehensive transportation counseling based on the consumer's needs;

Specific trip planning as appropriate;

Technical support, advice, and assistance to aid The COMET consumers in utilizing online tools available to schedule, manage and pay for rides on The COMET services. The COMET will provide Contractor with training on all user-facing online tools developed by The COMET.

Travel Navigators will work with new and existing customers to review their travel needs and patterns, help them understand the available services, and develop individual mobility plans.

Travel Navigators are required to assist potential riders with filling out all required paperwork deemed necessary for eligibility.

In-person counseling and eligibility interviews shall occur in a private office to ensure that personal information is not compromised.

Contractor will assess and determine eligibility for all The COMET programs, including ADA Paratransit, future Volunteer Driver, Means Based Fare Assistance, and Travel Training. To determine eligibility, Contractor will follow guidelines developed by the Contractor and approved by The COMET.

Contractor will enter all applicant data into relevant databases or software and update customer information to ensure it is current and accurate.

Contractor will distribute rider orientation material on all The COMET programs. The COMET will design all printed materials. Depending on the nature of the material, it will be printed by either The COMET or Contractor. Printing and mailing costs incurred by Contractor will be reimbursed as part of the monthly billing process.

Travel Navigators will determine applicant eligibility for the COMET's low-income/means-based fare program and assign or distribute tickets or credits to qualified riders.

Contractor's Project Manager or designated staff will respond promptly to customer complaints and, if appropriate, coordinate such responses with The COMET staff. Contractor will record all complaints, suggestions, and commendations in a data management system and assign them to the appropriate supervisor at The COMET or contractor. Procedures must be established to ensure that project management staff is aware of passenger complaints and operational problems. All customer complaints and comments must be logged and reported to The COMET in a timely manner.

Contractor will maintain office hours at The COMET administrative offices. Additionally, Contractor shall schedule travel training activities at off-site locations rotating throughout Richland and Lexington Counties. Contractor will not be required to bear any cost associated with office space at off-site locations.

Travel Navigators participate in The COMET's travel training related group program outreach presentations and provide on-site eligibility determinations as appropriate. Contractor will identify candidates for travel training and refer them to the appropriate The COMET staff.

Program Management and Administration

Taxi Voucher Program

Taxi Voucher Program provides discounts for taxi rides within Richland and Lexington Counties to eligible older adults and people with disabilities. The program is intended to increase same-day mobility for paratransit eligible riders and older adults who no longer drive or may be beyond their driving years. Taxi Voucher Program is a paperless "virtual" voucher program that tracks riders, their rides and ride costs through a database unlike most discount taxi programs that rely on the distribution, collection and accounting of paper taxi vouchers.

Locate taxicab companies willing to participate in this Taxi Voucher Program.

Develop eligibility requirements for the Taxi Voucher Program, including a Ride Guide and Informational Brochure for customers to use.

Maintain agreements and perform financial reconciliation with taxi industry and other qualified providers in the Taxi Voucher Program. Contractor will inform participating transportation providers of how the program is structured and operated, and drivers' roles in verifying rider identity and fare collection. Contractor will also negotiate fares that incorporate the providers' standard senior discounts when possible. Contractor will

negotiate fares that are mileage-based rather than meter-based. Contractor will instruct participating providers to use the most direct, shortest possible route for providing service to program participants. Contractor will also negotiate a minimum fee per ride with the transportation providers, a fee to be paid to the provider should a rider no-show, and an additional fee to be paid for each ride given in a wheelchair accessible vehicle.

Manage consumer accounts and monitor usage to ensure they are in compliance with protocols established by The COMET. The COMET reserves the right to change the following Taxi Voucher Program customer usage protocols that will be in effect at the beginning of the Agreement term:

Minimum prior notice required to request a ride: 2 hours

Monthly maximum number of one-way rides per riders: B

Rates should be affordable for customers using the service.

Ensure service quality and help prevent service-related problems from subcontracted taxi providers and avoid misuse of the program by customers and contractors.

Eligible riders in the Taxi Voucher Program will be provided partially subsidized rides in vehicles operated by taxi companies, and/or non-profit organizations. Rides will be ordered, scheduled, and paid utilizing a centralized broker process.

Interact with Taxi Voucher Program transportation provider[s] or a provider's software interface to schedule and support rides. Contractor will specify to providers that drivers are to verify rider identity by checking that the rider's identification matches the name of the scheduled rider. Riders without matching identification will not be permitted to ride. Transportation services shall be origin to destination, with the exception that drivers are not responsible for lifting wheelchair riders up or down stairs. Drivers are responsible for assisting riders into and out of the vehicle.

Volunteer Driver Program [VDP]

Contractor shall develop a volunteer driver programs based on the TRIP [Transportation Reimbursement and Information Program] model. The TRIP model was developed by the Independent Living Partnership of Riverside County, California. Under this model, riders recruit their own drivers and reimburse them for mileage costs using funds from the sponsoring agency [in this case, The COMET]. Contractor will:

Receive and process reimbursement requests from program participants monthly. Drivers of eligible trips are reimbursed at a rate of \$.545 per mile [IRS rate] in Richland and Lexington Counties with payment to come through the hands of the rider to the driver. Except in extenuating circumstances approved by The COMET, riders can qualify for up to 100 miles per month in Richland and Lexington Counties. All proposed changes to the reimbursement rate and the policy on reimbursable miles must be approved in advance by The COMET.

Ensure that program participants meet program requirements as described in the Program Rider and Driver Handbooks. This will include eligibility requirements, volunteer driver specifications, geographic boundaries, prohibition on reimbursements for rides already reimbursed by other programs, and monthly mileage caps.

Verify that VDP does not reimburse rides where the driver is a family member of the rider. A hardship exception to this rule is allowed with the approval of The COMET Mobility Management staff.

Assist VDP customers in identifying potential driver candidates, provide marketing and publicity to effectively publicize the program to potential volunteers and riders, monitor service quality and effectiveness, and prevent fraud.

Provide all other components, services, or resources necessary for the successful operation of the current or future VDP, including those not specified in this Agreement.

Develop Program Rider and Driver Handbooks, application forms and other marketing materials.

Reporting, Coordination, and General Administration

The Contractor will be required to attend all meetings and/or training sessions as identified by The COMET. The Contractor may be excused from attendance only by prior written consent from The COMET.

Provide a database or spreadsheet to monthly record and report on call center and eligibility operations and trip data including: enrollments, certifications, number of trips served and denied, trip purpose, revenue hours, volunteer miles and hours, incidents or accidents, complaints, call center performance, and other data as requested. Monthly narrative reports shall be provided to The COMET at a standing meeting with a copy to be provided via written communication. Provide periodic reports as defined by The COMET staff.

Track volunteer driver program usage to ensure that annual mileage reimbursements do not exceed available program funds.

Support The COMET led marketing efforts for programs managed or operated under this contract. As requested by The COMET, contact riders and volunteer drivers by telephone for follow-up discussions or surveys.

Staffing

The Contractor will be solely responsible for maintaining a qualified labor force and ensuring satisfactory work performance of all employees for providing these services. The Contractor must have policies to minimize employee turnover and retain qualified personnel.

Contractor Employees will be issued "Employee" badges that will provide free access to The COMET fixed route services.

The Contractor will be solely responsible for payment of all employee wages, benefits, and subcontractor costs. Without any additional expense to The COMET, the Contractor will comply with the requirements of employee liability, worker's compensation, employment insurance, and Social Security. The Contractor will defend, indemnify, and hold The COMET harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices. The COMET will have the right to demand removal of any personnel furnished by the Contractor from the project for reasonable cause [to be determined by The COMET].

The Contractor will include the wages and benefits proposed to be offered to the proposed Contractor staff. The COMET will evaluate the wage and compensation package as part of the evaluation process. Contractors are encouraged to consider hiring existing Contractor staff to ensure program continuity.

The COMET must be notified in writing of any changes to personnel and reserves the right to reject changes in staffing. Should any position be vacant for more than 30 days, the salary for that position for the time in which it remained vacant will be credited back to The COMET. The Contractor must file and maintain a current organization chart every fiscal quarter. The following minimum personnel must be filled by the Contractor and must be included with any proposal: Project Manager [Mobility Management Specialist] and Travel Navigators. The Contractor's personnel must demonstrate the ability to provide the general functions as described below:

Project Manager [Mobility Management Specialist] [100% dedicated to contract]: A designated Project Manager who will be dedicated to this contract. The Project Manager will be directly responsible for coordinating and managing the delivery of services. The Project Manager will work with The COMET to address day-to-day issues. The Project Manager will also interface with The COMET staff to address The COMET's strategies and the parties' relationship under this agreement. In the event that The COMET is dissatisfied with the Contractor's Project Manager, the Contractor agrees to remove and replace the Project Manager within four [4] weeks of receipt of notification from The COMET.

Volunteer Travel Navigators: Trained customer service representatives capable providing travel training services.

Offices

The COMET will provide adequate and accessible office space for supporting the operation of this Contract. The office space will include [but not be limited to]: a dedicated workspace for the Project Manager, an appropriate phone system, laptop computer, email access, access to office supplies and a workstation to support the Travel Navigators.

Audits

The COMET may at any time perform audits of all books, financial records, and data bases which pertain to this service. The Contractor agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of three years after the completion of a contract, any and all financial records, and electronic tracking tools which pertain to this service.

PART 3: PROPOSAL CONTENT REQUIREMENTS

Anything that any Offeror would like to modify, seek clarifications on, or otherwise deviate from, however modest, MUST be presented during the question and answer phase so it can be considered and determined by The COMET before the submission date for all proposals, so that all prospective Offerors will have a common and uniform basis upon which to submit their proposals.

A. GENERAL PROPOSAL REQUIREMENTS: Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to complete the contract.

1. The proposals must address all requirements of this RFP. Information must be current, up-to-date and completely address the RFP requirements.
2. Emphasis is on CLARITY OF CONTENT—AVOID JARGON AND RHETORIC.
3. The proposals must be typed using a 12-point font size and employ margins of one inch or more.
4. Typed, bound, and presented in sections separated by tabs. The tabs will not count towards the page limit. Tab sections are specified below in Part 3, Section B.
5. Proposal copies and all supporting documentation must be exact replicas of the original proposal document. Each copy of the proposal must be bound in a single volume.
6. The Proposal must contain no more than twenty-five (25) pages with the option to include appendices as needed to support the requirements of the RFP. Pages in the Proposal must be consecutively numbered. The numbering should not include the cover letter, table of contents, tabs, and blank pages, as they do not count toward the page limit requirement. Please mark blank pages as "This Page Intentionally Left Blank." The COMET prefers Proposals with double-sided pages.

B. REQUIREMENTS FOR EACH TECHNICAL PROPOSAL:

Each proposal shall include a Submission Letter. The submission letter will serve as a cover letter signed by an official authorized to bind the Offeror, which must contain the address, phone number, e-mail, contract person and federal ID number. The letter should be untabbed and unnumbered. As part of its proposal, the Offeror shall provide, at a minimum, the following material and essential requirements in Tabs 1 through 5. Each technical proposal shall provide the following information, separated by corresponding numbered tabs:

Tab 1: Qualifications: Understanding of the Project. Based on information contained in this RFP, the proposer should outline the major issues as they understand them for this specific project. This need not be a lengthy nor comprehensive analysis, as the purpose of this submission is not to complete all technical research necessary for this project. It is simply an effort to determine the extent to which the Proposer understands the scope. Include general information such as company name, location(s) and size [i.e. staff size, etc.], brief history, and other relevant

information. Describe the company's experience providing similar certification services or experience working with this population in another capacity. Identify if Emergency Procedures and Policies are in place now or need to be established and your process for doing this.

Tab 2: Key Personnel and Approach

Technical Proposal. Proposers should also define their approach regarding tasks as outlined including any deliverables and their approach to interacting with disabled persons and location of the facility where the certification process will be performed. Please include the names of professional, technical and management personnel who will be assigned to this project. Briefly discuss their areas of expertise and relevant background. Please include only individuals that will be working on our contract. Resumes must be included as an appendix to the proposal. PLEASE DO NOT INCLUDE COST INFORMATION FOR EACH POSITION IN THIS SECTION. You should also describe the overall organizational structure of your company. Identify the person(s) responsible for managing and supervising this contract and the location of the managing office. Identify the process for providing monthly reports and how these reports will be submitted to The COMET. Provide example(s) in the Appendix.

Tab 3: References

Please include reference contact information for at least three of the agencies, including the name, telephone number, and email address of the principal client contact. The COMET reserves the right to contact any or all of the listed references.

List separately all engagements within the last five (5) years with agencies or company providing similar service with the same population size.

Tab 4: DBE Goal. The ADA and Mobility Management Contract may or may not be funded using federal grant funds. However, The COMET is committed to spending its local tax funds in a fair manner consistent with encouraging utilization of small, local, women, minority and disadvantaged business enterprise (DBE) (as the same is defined in Procurement Policy) owned businesses as part of the Contract. To that extent, The COMET has established a DBE goal of 2 percent (2%) for this contract. For any company identified in Offeror's proposal as a DBE vendor, the Offeror must include company's name, location, and type of work to be performed and the vendor's NAICS certifications the vendor has with the South Carolina Department of Transportation (SCDOT) and the percentage of the work to be performed under the contract.

Tab 5: Required Forms: Each Proposal must include the following required forms that will not counted towards the page limit:

1. Signed and dated "Non-Collusion Certification" and "Government-Wide Debarment and Suspension" - Appendix A.
2. Signed and dated "Ethics and No Contact Form"—Appendix B.
3. Signed and dated copy of "DBE Disclosure Form"—Appendix C.
4. Signed and dated required forms including Appendix D.

C. PRICE PROPOSAL: The Price Proposal must include all costs associated with the ADA and Mobility Management Contract identified in this RFP. If there are additional costs associated with the provision of the Contract not identified in the Scope of Work, Offeror shall identify the same as part of its Price Proposal. Failure to submit separate technical and pricing proposals will result in rejection of the entire proposal. Prices shall remain firm for the initial three (3) year term of the Contract.

PART 4: EVALUATION AND AWARD

A. Evaluation of Proposals. A pre-evaluation review of each proposal will determine if the Proposal is responsive to the essential requirements of this RFP. Non-responsive Offers will be notified of disqualification and the reason therefor. The Evaluation Committee will evaluate all responsive proposals.

Each responsive Offeror may be invited make an oral presentation to the Evaluation Committee. If the Evaluation Committee chooses to conduct interviews, the Procurement Officer will promptly notify all Offerors and will provide guidance for oral interviews in the formal notice for the interviews. The Evaluation Committee will take into consideration oral presentations, if any, and written proposals in each of the evaluation criterion listed below.

The Evaluation Committee will evaluate and score the proposals based on the technical proposal and appendices provided by the Offeror. Proposals shall be evaluated using only the evaluation criteria stated in this RFP and there must be adherence to the assigned weighting. The Procurement Officer will score the Price Proposals and add to the Evaluation Committee's scoring for each Offeror to determine the ranking of the Offerors from most advantageous to least advantageous to The COMET. The Evaluation Committee's decision will be presented to the Board.

B. Evaluation Criteria. The evaluation criteria are listed in order of importance.

Proposals will be evaluated according to the most qualified in the opinion of the review committee. The Evaluation Committee reserves the right to contact and evaluate the proposer's references; contact any proposer to clarify any response; contact any current clients of a proposer; solicit information from any available source deemed pertinent to the evaluation process. The review committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of The COMET.

All proposals will be rated by a panel of evaluators. The total points given to a proposal by the individual evaluators will be averaged to determine the proposals overall score. All proposals will be evaluated on the following basis:

Qualifications	40
Key Personnel and Approach	35
DBE participation	5
Price	20
Total	100

The COMET also reserves the right to select a firm directly after review of the proposals, or it may determine it advisable to conduct interviews prior to the awarding of the Agreement.

The COMET also reserves the right to accept the firm’s fees or to enter into competitive negotiations with two or more qualified firms. If negotiations are conducted, all affected firms or individuals will be notified in writing when to submit their best and final offer.

C. AWARD. The Evaluation Committee will present award decision to the Board at the next available Board meeting for approval, if required. When the Board votes to award a contract, and negotiations, if any, have been completed, the notice of “Intent to Award” will be issued to all Offerors along with a notice to the unsuccessful Offerors’ of their right to protest the award under The COMET’s Procurement and Contract Administration Policy.

D. NEGOTIATIONS. If necessary, as provided for in The COMET Procurement and Contract Administration Policy, negotiations will begin promptly following notification to the highest ranked Offeror. The COMET reserves the right to negotiate with the next ranked Offeror, as provided for in the Procurement and Contract Administration Policy.

E. BEST VALUE: Proposals will be evaluated as “Best Value” per the FTA Best Practices Procurement Manual, defined as follows: "Best Value" is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency."

APPENDIX A

NON-COLLUSION CERTIFICATION

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

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 matter relating to such prices with any other Respondent or with any other competitor:

2. Unless otherwise required by law, the prices quoted in this Proposal have not been knowingly disclosed by the Respondent, directly or indirectly, to any other Respondent or to any other competitor prior to opening; and

3. No attempt has been made or v.111 be made by the respondent to induce any other person, partnership, or corporation to submit or not submit a Proposal for the purpose of restricting competition.

Respondent

Date

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)
Applies to Contracts Valued over \$25,000
49 CFR Part 29 Executive Order 12549**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, 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 contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the The COMET. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the The COMET, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor Signature

Date

APPENDIX B

Ethics and No Contact Policy Acknowledgement

After issuance of this RFP, Offerors, or anyone acting directly or indirectly on behalf of an Offeror or potential Offeror (Offeror) or a subcontractor (Subcontractor) shall not discuss or submit inquiries about this RFP in any way with any of The COMET's employees, agents, or elected or non-elected officials, or a member of the Board of Directors (the Board), other than the Procurement Officer, **Virginia Goodson**, virginia.goodson@catchthecomet.org. Any communication with the Procurement Officer must be in writing, and submitted as required in this RFP. The foregoing restriction expires once the ADA and Mobility Management Contract has been executed. Violation of this restriction may result in disqualification of the Offeror for the award of the ADA and Mobility Management Contract, suspension or debarment, and may constitute a violation of the South Carolina Ethics Act. The prohibition contained herein does not apply to interviews with the Evaluation Committee, where such interviews are initiated by the Procurement Officer with an Offeror as provided in this RFP.

Respondent

Date

APPENDIX C

THIS FORM IS TO BE COMPLETED BY ANY PROPOSER WISHING TO BE IDENTIFIED AS A DBE OR BY ANY PROPOSER WISHING TO IDENTIFY DBE PARTICIPATION IN ITS PROPOSAL.

SCHEDULE OF DBE PARTICIPATION

If a proposer is a Disadvantaged Enterprise (DBE) or if a proposer intends to utilize DBE firms in the development, manufacture, or delivery of goods or services or as a joint venture under this proposal, the following schedule must be completed:

The _____ will utilize the following:
(name of firm)

DBE/WBE firm(s) in the development, manufacture, or delivery of goods or services or as a joint venture under this proposal:

Item # and Description	Name of DBE Firm	Type of Work or Parts to be Used/Performed	% of Proposal Attributable to DBE
---------------------------	---------------------	--	---

- 1.
- 2.
- 3.
- 4.
- 5.

Total % of Proposal Price Attributable to DBE _____

Signature of Proponent _____

Date _____

APPENDIX D

No Federal Government Obligation to Third Parties

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Signature

Date

Program Fraud and False or Fraudulent Statements or Related Acts

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

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

Signature

Date

Access to Records and Reports

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

a. Record Retention.

The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period.

The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records.

The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance.

The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

Signature

Date

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.

Signature

Date

Termination

49 U.S.C. Part 18

FTA Circular 4220.1F

Termination for Convenience (General Provision)

The COMET may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in The COMET's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to The COMET to be paid the Contractor. If the Contractor has any property in its possession belonging to The COMET, the Contractor will account for the same, and dispose of it in the manner The COMET directs.

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 COMET may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only 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 COMET 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 COMET, 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.

Opportunity to Cure (General Provision)

The COMET, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 days 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 The COMET 's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor of written notice from The COMET setting forth the nature of said breach or default, The COMET shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude The COMET from also pursuing all available remedies against Contractor and its sureties for said breach or default. Waiver of Remedies for any Breach In the event that The COMET elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by The COMET shall not limit The COMET's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Signature

Date

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.

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.

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

Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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.

Signature

Date

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

49 CFR Part 26

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 participation of Disadvantaged Business Enterprises (DBE) is 10%. The COMET's overall goal for DBE participation is 5%. A separate contract goal of 2% has been established for this contract.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as The COMET deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

Since DBE participation is encouraged, if bidder submit DBE participants, bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **concurrent with and accompanying an initial bid**:

- The names and addresses of DBE firms that will participate in this contract;
- A description of the work each DBE will perform;
- The dollar amount of the participation of each DBE firm participating;
- Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
- Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
- If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above **as a matter of responsiveness with initial bids**. (*see* 49 CFR 26.53(3)). The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from The COMET. In addition, **the contractor may not hold retainage from its subcontractors.**

The contractor must promptly notify The COMET, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of The COMET.

Signature

Date

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.

Signature

Date

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

The incorporation of FTA terms has unlimited flow down. 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 the most current FTA Circular 4220, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any The COMET requests which would cause The COMET to be in violation of the FTA terms and conditions.

Signature

Date

LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, 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 a Federal 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 certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. 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. Such disclosures are forwarded from tier.

Signature

Date