

OFFERORS CHECKLIST FOR REQUEST FOR PROPOSAL

Solicitation Number: 0311-01

Solicitation Description: Installation of PDRTA's Bus Stop Signage System

Solicitation Opening Date and Time: 3:00 PM on 3/24/11

THE FOLLOWING MUST BE RETURNED IN A PROPOSAL PACKAGE

- Signed solicitation - Proposal shall be submitted with one original and 4 copies marked with bid number and description of proposal.
- Signed cost proposal – The cost proposal shall be sealed in a separate envelope marked with Bid number and description. Make sure to mark as cost proposal.
- Complete proposal –see instructions in Part VIII -Proposal and Content and Part IX –Information Requested
- Signed amendment (if any)- It is the responsibility of the offeror to check website (www.pdrta.org) for any amendments.
- The proposal must be delivered by the time and date on the solicitation. Make sure to review the timeline in IFB.
- Three references with contact person and telephone number.
- Signed Federal Transit Administration (FTA) clauses -if applicable.



Pee Dee Regional Transportation Authority

Request for Proposal (RFP) # 0311-01

Installation of PDRTA's Bus Stop Signage Systems

NOTE: SEE PAGE THREE (3) FOR INFORMATION ON SUBMISSION OF QUESTIONS

Return Proposal No Later Than 3:00 PM March 24, 2011
Proposal Opening will be at 3:00 PM March 24,2011

Mail via US Postal Service

Purchasing Manager
 Pee Dee Regional Transportation Authority
 P.O. Box 2071
 Florence, SC 29503

UPS/FedEx, etc/Hand Carry To:

Purchasing Manager
 Pee Dee Regional Transportation Authority
 313 S. Stadium Road
 Florence, SC 29506

Description:

To install Bus Stop Signage Systems for Pee Dee Regional Transportation Authority.

Maximum Contract Period: From the date of award through one (1) years with option to extend four (4) years. No reimbursement will be made for any costs incurred prior to a formal notice to proceed. PDRTA shall have the option to extend or renew this contract upon the same terms and conditions as contained herein for a period not to exceed five (5) years;

By signing this proposal, I certify that we will comply will all requirements of Section 44-107-10, ET Seq., relating to the S.C. Drug Free Workplace Act and the proposal is firm for a period of at least (120) days from the closing date for submission of proposals.

THIS PROPOSAL MUST BE SIGNED TO BE VALID:

Solicitation Number and Opening Date must be shown on sealed envelope**

AUTHORIZED SIGNATURE		PRINTED NAME		DATE
COMPANY			STATE VENDOR NO. (IF KNOWN)	
MAILING ADDRESS			SOCIAL SECURITY OR FEDERAL TAX NO.	
CITY	STATE	ZIP CODE	PHONE	
EMAIL ADDRESS (Please Provide)			TELEPHONE NUMBER	
ACCEPTED BY PEE DEE REGIONAL TRANSPORTATION AUTHORITY (Representative's Signature)				
PRINTED NAME			DATE	

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PART I - GENERAL INFORMATION

- A. Proposals will be considered as specified herein or attached hereto under the term and conditions of this proposal.
- B. Proposal must be in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.
- C. Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
- D. **Proposals will be received by the Pee Dee Regional Transportation Authority until 3:00 PM March 24, 2011.** Proposals and modifications thereof, received at the office designated in the RFP after the exact hour and date specified for receipt of proposal, will not be considered. Any proposals received after the scheduled opening date and time will be immediately disqualified in accordance with the S.C. Consolidated Procurement Code and Regulations.
- E **All questions, request for information, or requests for clarification regarding this RFP must be submitted as indicated below. Questions, request for information or requests for clarification must be submitted in writing and received by 10:00 AM on March 10, 2011.** After this date no further questions will be addressed. After all written requests have been received a response in the form of a written amendment to the RFP will be mailed or emailed to all potential offerors. Oral explanations or instructions will not be binding.

Questions may be faxed to (843) 665-7552 or emailed to sandygarris@pdrta.org

Mail via US Postal Service

Purchasing Manager
Pee Dee Regional Transportation Authority
P.O. Box 2071
Florence, SC 29503

UPS/FedEx, etc/Hand Carry To:

Purchasing Manager
Pee Dee Regional Transportation Authority
313 S. Stadium Road
Florence, SC 29506

The Statement of Award will be posted in the lobby of PDRTA's Administrative Office at 313 S. Stadium Road, Florence, SC 29506 and www.pdrta.org. on April 22, 2011.

As a public non-profit entity, the Pee Dee Regional Transportation Authority is subject to the following Prohibition of Gratuities:

Amended Section 8-13-420 of the 1976 CODE OF LAWS OF SOUTH CAROLINA states: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by 16-9-210 and 16-9-220."

PART II - SCOPE OF PROPOSAL

It is the intent of Pee Dee Regional Transportation Authority to solicit proposals for the installation of PDRTA's Bus Stop Signage Systems. The purpose of this RFP is to provide a fair evaluation for all candidates and to provide the candidates with the evaluation criteria against which they will be judged.

PART III - LIMITATION AND FORMAT

The Authority may require the offerors selected to participate in negotiations to submit such items as price, technical, or other revisions of their proposals as may result from negotiations. Proposals should not be submitted in elaborate format or expensive binders. Legibility, clarity, and completeness are important and essential.

PART IV - PROPOSAL SUBMISSION

Proposals shall be submitted with one original and four copies marked "Proposal-RFP# 0311-01 "Installation of PDRTA's Bus Stop Signage Systems." and one cost proposal for each appendix, sealed in a separate cover marked, "RFP# 0311-01-Cost Proposal". See Appendix C for cost format. The Bid Sheet attached must be used.

PART V – INFORMATION FOR OFFERORS

Overview of the Transit System

The Pee Dee Regional Transportation Authority is a public transit system servicing six (6) counties in north and eastern South Carolina. These counties are Chesterfield, Marlboro, Dillon, Marion, Darlington, and Florence. The service area is primarily rural. The PDRTA became an Authority in 1976 and has since provided uninterrupted service.

PDRTA has 3 offices in the service area. The main office is located on the outskirts of the City of Florence and houses administration, maintenance, and operations. The Florence Transit System, a fixed route system with 6 routes, is managed by the Florence office. Other fixed route service, intended as commuter service that connects to the Florence Transit System, is expected to be online within the next fiscal year. These fixed routes include Hartsville-Darlington-Florence, Timmonsville-Florence, Lake City - Johnsonville-Myrtle Beach and Lake City-Florence. Limited inner city fixed route service will be added in the towns of Hartsville and Darlington. Scheduling and dispatching for paratransit in Darlington and Florence counties are handled at the Florence office. Proposers should note that trips originating in these counties may have destinations elsewhere within the service area or outside the service area. PDRTA is currently conducting a feasibility study for a new downtown intermodal transit hub in the city of Florence, and is working with Francis Marion University officials to add university transportation that is open to the public.

The Marion office is a scheduling/dispatch office. Paratransit for Marion and Dillon counties are scheduled from this office. Proposers should note that trips originating in these counties may have destinations elsewhere within the service area or outside the service area. The Marion office also controls fixed route commuter service to various points in the greater Myrtle Beach area. Within the next fiscal year, PDRTA anticipates regular commuter service between Marion and Florence.

The Cheraw office is a scheduling/dispatch office. Paratransit for Chesterfield and Marlboro counties are scheduled from this office. Proposers should note that trips originating in these counties may have destinations elsewhere within the service area or outside the service area. The Cheraw office also manages fixed route transportation among the towns of Chesterfield, Cheraw, and Bennettsville.

Service Area

The PDRTA provides service throughout the 6 county Pee Dee region of South Carolina. The service area is approximately 5000 square miles serving an estimated population of 336,000 residents. The proposed software must be capable of expansion to allow for growth of the PDRTA system.

Fares and Contract Rate Structure

The PDRTA rate structure for fixed routes is a cash/ticket/pass system. Rate structure is based upon the type of service. Florence Transit System's rates are fixed, the Chesterfield-Cheraw-Bennettsville rates are fixed, and Marion to Myrtle Beach rates are fixed. However, each has a different rate. The proposed software must be capable of expansion to allow for fare rate changes and new service rates.

The PDRTA rate structure for paratransit varies. Contract service may be provided on a passenger mile, vehicle mile, trip, or other agreed upon rate. Each contract has a separate funding code that delineates the charge for service. General public fares are established by a grid system related to length of trip.

Hours and Days of Service

PDRTA currently operates 24 hours per day, depending upon service type. Most paratransit service begins around 6am and ends around 6pm, Monday through Friday. Saturday paratransit service is primarily for dialysis clients and generally follows the same times as Monday-Friday service. Commuter service to Myrtle Beach operates 24/7 to accommodate primarily hospitality industry workers on various shifts. Since the hospitality industry is somewhat seasonal, 3rd shift service may be eliminated during winter months. The Florence Transit System operates Monday through Saturday, except for major holidays, when mid-day service is eliminated.

It should be noted that the PDRTA plans to expand service hours in the future to include evening hours and Saturday hours.

Capacity Constraints

PDRTA is committed to assuring that all of its services comply with the Americans with Disabilities Act (ADA). All fleet vehicles are fully accessible for passengers with mobility issues. PDRTA generally does not practice or enforce any policy that materially restricts consumer access to the system.

PART VI – SCOPE OF WORK

Scope of work:

This contract calls for installation of Pee Dee Regional Transportation Authority's bus stop signage systems. This contract calls for installation of bus stop poles, signs, schedule boxes, seats and solar powered lighting for the Florence Transit System. PDRTA operates 6 routes on the Florence Transit System with approximately 155 stops identified. See Appendix A for listing of Bus Stops and Proposed Stop Types but note that these configurations will most likely change. There will be 4 different

configurations for bus stops. The bidder will supply PDRTA with installation cost for each single system listed below (see Appendix C for Bid Sheet). The systems are as follows:

1. Pole, Sign and Schedule Box
2. Pole, Sign, Schedule Box and Seat
3. Pole, Sign, Schedule Box and Light
4. Pole, Sign, Schedule Box, Seat and Light

Post Details:

PDRTA has selected the 2 inch NEX octagonal post an S-SquareTube product for the Florence Transit System. You can find the NEX post details and brochure at www.s-squaretube.com.

- 12 gauge 2 inch Octagonal pole
- Mounted Anchor installed flush to the ground and Nex Wedge inserted(see website)
- Crash test rated to meet NCHRP 350 guidelines including breakaway
- Signs can be mounted before installation using side sign brackets
- Posts powder coated to PDRTA's specifications

Schedule Box:

Transit Information Products was awarded the contract for supplying route schedule boxes. Each stop will contain (1) RCH-6-17. A few of the details are listed below:

- Display size: 6" x 17"
- Overall size: 7 ¼" x 18"
- Units are secured with (2) mounting brackets to NEX pole.
- Constructed of Aluminum
- Polycarbonate window
- Exterior grade polyurethane powdercoat finish

Sign Materials:

- **Type:** 0.080 inch thick aluminum alloy
- **Artwork:** Artwork will be screen printed to sheeting material and applied to both sides of signs. (applies for all signs)
- **Preparation:** Drilling two (2) 3/8 inch holes drilled into all signs. Location of holes is determined per artwork attached (see diagram for all signs)

- **Sizes:** Information blade will measure 12 x 18 inches at the broadest points of the extended half moon shape. Please refer to diagram for exact details of shape. (All signs will have same dimensions)

Seating:

Simme Seat was awarded the contract for bus stop seating. You can find more information on the simme-seat at www.simmeseat.com. A few of the details are listed below:

- Seats are surface mounted
- Units are secured with 5/8” machine screws and concrete expansion anchors
- Nex Pole will be mounted inside Simme Seat support base with thru-bolt connection
- Seats will be installed on existing concrete

Solar Lighting:

Urban Solar was awarded the contract for solar lighting for the bus stop systems. The PV-Stop will be the product to be installed. PDRTA will install this system in areas where lighting is needed. For more information please visit www.urbansolarcorp.com. A few of the details are listed below:

- Solar Powered (no external wiring needed)
- Head Unit is secured at top of Nex Pole
- Activation(Push) button is mounted just below schedule box
- Wiring Harnesses are ran inside pole from head unit to button

VII-TIMELINE

2/24/2011	Request for Proposal Issued
2/24/2011	South Carolina Business Opportunities (SCBO) advertisement
3/10/2011	Questions submitted by fax or electronic mail to Sandy Garris, PDRTA 10:00 A.M.
3/15/2011	All questions will be answered by Sandy Garris, PDRTA
3/24/2011	Request for Proposal due at PDRTA, 3:00 P.M.
4/22/2011	Statement of Award to be posted on window in the lobby of PDRTA’s administrative office at 313 S. Stadium Road, Florence, SC 29506 and www.pdrta.org .

PART VIII- PROPOSAL CONTENT AND OUTLINE

Section 1: Proposal coverage. Cover the scope of work and general objectives to which the proposal is addressed.

Section 2: Tasks and Method. Describe the principal tasks or sub-tasks undertaken. Describe and discuss the method of management control to be applied to the services to ensure timely deliverables, professionalism, and quality performance. The content should generally follow the outline of work tasks,

though alternative approaches may be suggested to accomplish the same ends. The proposals submitted must clearly identify:

1. A work plan indicating that the proposer understands the nature, scope and scale of the work to be done.
2. Activities to be undertaken under each work task
3. Time to be devoted to each task
4. Provide current reference information for three former or current clients.
5. Provide a company profile, length of time in business and core competencies.
6. Briefly describe your firm's project management process.
7. Please discuss your testing and support plan.
8. Please explain your service level agreement (SLA) structure.

Section 3: Organization and Manpower. Include the name of the project manager and/or the name(s) of key personnel in organizational chart format. Include a brief resume for each person shown on the Organization Chart, including special qualifications applicable to the performance of this project. Describe the specific effort to be contributed to the project by each person if applicable. If subcontractors are to be used, describe the arrangements and include resumes of key personnel. Prior approval shall be required for all subcontractor used. Statement of Incorporation, Partnership or Proprietorship of Proposer, including the names, titles and home addresses of all officers, partners or principals of the proposer.

Section 4: The individual to be assigned overall responsibility for the project shall be identified. In addition to be the person named above, it is also required to name the individual who would be assigned the responsibility for the specific identified task within the organization.

Section 5: Definition of the activities to be undertaken, how they will be carried out, and the approach and plan to achieve project activities, including definitive description of the tasks to be carried out.

Section 6: Prior and current experience. Include a list of projects currently in progress or completed within the last two years which are relevant to the type of project effort proposed. Include the names, addresses, and telephone numbers of contact points with those clients. The PDRTA reserves the right to request information from any source so named. **Provide a minimum of three (3) references that demonstrate your experience installing similar projects. A contact person with telephone number for each reference should be included.**

Section 7: Signature. The proposal shall be signed by an official authorized to bind the offeror, and shall contain a statement to the effect that the proposal is a firm offer for a ninety (90) day period. The proposal shall also provide the name, title, address, and telephone number of the individual(s) with authority to negotiate, and contractually bind the company, and also the identity of the person who shall be contacted during the period of proposal evaluation and negotiation.

Section 8: Provide any pertinent information needed to describe your services.

PART IX –INFORMATION REQUESTED FROM THE OFFEROR

The following outline includes all the information called for in the RFP.

1. Title Page – Show the RFP subject, the name of the Offeror's company name, local address, telephone number, name and title of the contact person, and the date of submission.
2. Contain separately submitted and sealed Technical and Cost Proposals;

3. Include a Letter of Transmittal signed by the person(s) with the authority to bind your firm and answer questions or provide clarification concerning submitted proposals;
4. Be typed on 8 ½” by 11” paper;
5. Include 1 signed original and 4 copies;
6. Not include promotional materials;
7. Complete profile of the offeror;
8. Completely and accurately fill out all attached Cost Proposal; Make sure to use cost sheet attached:

PART X-EVALUATION OF PROPOSALS

Proposal will be evaluated by a selection committee, in accordance with the criteria identified below. Firms may be required to make an oral presentation of their proposal to this committee.

This project will require the services of a knowledgeable and well-equipped consultant or consultant team who will be responsible for all aspects of the project. Technical and management factors which will be used in the evaluation of the proposals are set forth below:

1. Experience and Qualifications Factor:
2. Technical Approach and Methodology of Proposal:
 Responsiveness of the proposal: clearly state your understanding of the work to be performed, including making all required statements and affirmations. Evaluators will consider:
 - A. Appropriateness and adequacy of the proposal.
 - B. Thoroughness of proposal.
 - C. Reasonableness of time estimates.
 - D. Commitment to meet the deadlines stated herein.
3. Cost Factors: Although cost is a significant factor, it will not be the dominant factor. Cost will be given more importance when all the other evaluation criteria are considered. Our general approach is to first identify all qualified, responsive Offerors and then to award the project to the Offeror based on the evaluation factors. If there is reason to believe that an unreasonably low proposal has been made, it will be rejected.
4. References:

PDRTA reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

PART XI-AWARD CRITERIA

AWARD CRITERIA – PROPOSALS: Award will be made to the highest ranked, responsive and responsible Offeror whose offer is determined to be the most advantageous to PDRTA.

AWARD TO ONE OFFEROR: Award will be made to one Offeror.

EVALUATION FACTORS – PROPOSALS: Offers will be evaluated using only the factors stated above. Evaluation factors are stated in the relative order of importance. Once evaluation is complete, all responsive Offerors will be ranked from most advantageous to least advantageous.

NEGOTIATIONS: The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate

price or the general scope of work with the highest ranked offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the Procurement Officer.

PART XII- RESPONSIBLE PROSPECTIVE CONTRACTORS

Contracts will be awarded only to responsible prospective contractors. To be eligible for award of a contract, a prospective contractor must be responsible. An offeror must, upon request, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable inquiry may be grounds for determining that you are ineligible to receive an award. In order to qualify as responsible, a prospective contractor must, in the opinion of the Authority, meet the following standards as they relate to this RFP:

- 1 Have adequate financial resources for performance, or have the ability to obtain such resources as required during performance;
- 2 Have the necessary experience, organization, technical qualifications, skills and facilities, or have the ability to obtain them;
- 3 Be able to comply with required suspense dates;
- 4 Have satisfactory record of performance;
- 5 Be able to comply with the requirements of the Disadvantaged Business Enterprise and Equal Employment Opportunity statement indicated below; and
- 6 Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Disadvantaged Business Enterprise (DBE) and Equal Employment Opportunity (EEO) Statement

The PDRTA is committed to utilizing DBE's whenever possible.

Disadvantaged Business Enterprise (DBE) - In connection with the performance of this contract, the selected contractor shall cooperate with the PDRTA in meeting its commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises and shall use its best efforts to insure that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to compete for subcontract work under this contract.

Equal Employment Opportunity (EEO) - In connection with the execution of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex or origin. Such actions 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.

PART XIII-GENERAL CONDITIONS

1. FORCE MAJURE: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and

without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

2. SOUTH CAROLINA GOVERNING LAW: The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, 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. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.
3. OFFEROR'S QUALIFICATION: Offeror must, upon request of the Pee Dee Regional Transportation Authority, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of this proposal. The Pee Dee Regional Transportation Authority reserves the right to make the final determination as to the offeror's ability to provide the services requested herein.
4. OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.
5. AFFIRMATIVE ACTION: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.
6. TERMINATION: Subject to the Provisions below, any contract resulting from this proposal may be terminated by the Pee Dee Regional Transportation Authority provided a thirty (30) days advance notice in writing is given to the contractor.
 - 6.1. Non-Appropriations: Funds for this contract are payable from State and/or Federal appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the State of South Carolina.
 - 6.2. Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the Pee Dee Regional Transportation Authority without the required thirty (30) days advance written notice, then the Pee Dee Regional Transportation Authority shall negotiate reasonable termination costs, if applicable.
 - 6.3. Cause: Termination by the Pee Dee Regional Transportation Authority for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions;

termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein shall apply.

a. Default: In case of default on contractor, the Pee Dee Regional Transportation Authority reserves the right to purchase any or all items/services in default in open market, charging contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

7. PRIME CONTRACTOR RESPONSIBILITIES: The contractor will be required to assume sole responsibility for the complete effort as required by this RFP. The Pee Dee RTA will consider the contractor to be the sole point of contact with regard to contractual matters.
8. SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the Pee Dee Regional Transportation Authority. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.
9. OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the Pee Dee Regional Transportation Authority pursuant to this contract shall belong exclusively to the Pee Dee Regional Transportation Authority.
10. LEGAL OR CONSULTANT SERVICES: If this contract is for legal or consultant services, it is subject to the provisions of Section 11-9-105 of the 1976 Code of Laws of South Carolina as amended. "Any contract for legal or consultant services entered into by a state agency or institution shall include a provision which requires completion of all services. The Provisions shall further require that in the event all services are not fully rendered as provided for in the contract, any Monies which have been paid by the agency under the contract must be refunded to the agency along with a twelve (12) percent penalty".
11. INDEMNIFICATION: The Pee Dee Regional Transportation Authority, its officers, agents, and employees, shall be held harmless from liability from any claims, damages and actions of any nature arising from a resultant contract, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to comply with the offer as outlined in the offeror's proposal.
12. COMPLIANCE WITH FEDERAL REQUIREMENTS: State or Federal requirements that are more restrictive shall be followed.
13. CONTRACT FORMAT: When applicable, the contractor shall also be required to abide by all the covenants, conditions, responsibilities, terms and stipulations as set forth in the contract format (attachment and accompanying schedules). Said contract format is subject to change prior to final execution of any contract which is awarded subsequent to this Request for Proposal.
14. DRUG-FREE WORKPLACE: (Note: This clause applies to any resultant contract of \$50,000 or more). The State of South Carolina has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you will comply with this Act. (See Section 44-107-30). This will certify to the using agency your compliance.

15. PURCHASING LIABILITY: The Pee Dee Regional Transportation Authority is acting under the authority given to it in the Consolidated Procurement Code to procure contracts on behalf of governmental agencies and acts only as their agent in this respect. The resulting contract is between the Pee Dee Regional Transportation Authority and the successful offeror.
16. CONTRACT AMENDMENTS: Amendments to any contract between the Pee Dee Regional Transportation Authority and the contractor must be reviewed and approved by the Executive Director, Pee Dee Regional Transportation Authority.
17. ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Pee Dee Regional Transportation Authority.
18. RECORDS RETENTION & RIGHT TO AUDIT: The Pee Dee Regional Transportation Authority shall have the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, S.C. Code Section 11-35-2220. Such books and records shall be maintained for a period of five (5) years from the date of final payment under the contract.

The Pee Dee Regional Transportation Authority may conduct, or have conducted, performance audits of the contractor. The Pee Dee Regional Transportation Authority may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the State.

Pertaining to all audits, contractor shall make available to the Pee Dee Regional Transportation Authority access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the contractor shall be made available for auditing purposes at no cost to the Pee Dee Regional Transportation Authority.

PART XIV-GENERAL INSTRUCTIONS

1. INTENT TO PERFORM: It is the intent and purpose of the Pee Dee Regional Transportation Authority that this request permits competition. It shall be the offeror's responsibility to advise the Pee Dee Regional Transportation Authority if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing, and must be received by the Pee Dee Regional Transportation Authority within fifteen (15) days of the date of issue. A review of such notifications will be made.
2. PUBLIC OPENING: Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. Prices will not be divulged at the time of the opening.
3. PREPARATION OF PROPOSAL:
 - a. All proposals should be complete and carefully worded and must convey all of the information requested by the Pee Dee Regional Transportation Authority. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the Pee Dee Regional Transportation Authority and the Pee Dee Regional Transportation Authority alone will be the judge as to whether that variance is significant enough to reject the proposal. PDRTA may cancel this solicitation in whole or in part. The PDRTA may reject any or all proposals in whole or part.

- b. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- c. If your proposal includes any comment over and above the specific information requested in our Request for Proposal, you are to include this information as a separate appendix to your proposal.
- d. All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.)

4. DISCUSSION/NEGOTIATION:

By submission of a proposal, offeror agrees that during the period following issuance of a proposal and prior to final award of contract, offeror shall not discuss this Procurement with any party except members of the Pee Dee Regional Transportation Authority or other parties specifically designated in this solicitation. Offeror shall not attempt to discuss with or attempt to negotiate with the using Agency any aspect of the procurement without prior approval of the Pee Dee Regional Transportation Authority procurement officer responsible for the procurement.

5. AMENDMENTS:

- a. VERBAL COMMENTS OR DISCUSSIONS BY THE PEE DEE REGIONAL TRANSPORTATION AUTHORITY RELATIVE TO THIS SOLICITATION CANNOT ADD, DELETE OR MODIFY ANY WRITTEN PROVISION. ANY ALTERATION MUST BE IN THE FORM OF A WRITTEN AMENDMENT TO ALL OFFEROR'S.
- b. If it becomes necessary to revise any part of the RFP, an amendment will be provided to all eligible offerors. The solicitation may be amended at any time prior to opening. All actual and prospective offerors shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment before the closing of the RFP

6. ORAL PRESENTATIONS OR INTERVIEWS:

Offerors may be requested to make oral presentations of their proposals to the Pee Dee Regional Transportation Authority. Such presentations provide an opportunity for the offerors to clarify their proposals and to ensure a thorough understanding. In addition, interviews with selected responsible firms may be scheduled. Each firm may be expected to make a formal presentation on the content of its proposal and its ability to under take the required work.

7. FUNDING:

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

8. RESPONSIVENESS / IMPROPER OFFERS (JANUARY 2006)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any offer that fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers that impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the Pee Dee Regional Transportation Authority cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

(e) Unbalanced Bidding. The Pee Dee Regional Transportation Authority may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Authority even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

9. AWARD:

An award resulting from this request shall be awarded to the responsive and responsible offeror(s) whose proposal is determined to be most advantageous to the Pee Dee Regional Transportation Authority, taking into consideration price, when required, and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received and in all cases, the Pee Dee Regional Transportation Authority will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.

10. SUBMITTING CONFIDENTIAL INFORMATION (August 2002):

(An overview is available at www.state.sc.us/mmo/legal/foia.htm) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a) (1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or

request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". (All references to S.C. Code of Laws.)

11. RIGHT OF NON/COMMITMENT OR REJECTION:

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

12. RIGHT TO PROTEST:

Any offeror desiring to exercise rights under Section 11-35-4210 (Right to Protest) of the South Carolina Consolidated Procurement code should direct all correspondence to Executive Director, Pee Dee Regional Transportation Authority, P.O. Box 2071,313 S. Stadium Road, Florence, SC 29503.

13. COST:

Cost submitted with proposal shall be firm for a period of at least 90 days from the closing date.

14. UNSUCCESSFUL OFFERORS:

Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns will be paid by the offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials will be destroyed.

15. DISCUSSION WITH RESPONSIVE OFFERORS:

Discussions may be conducted with responsive offerors who submit proposals for the purpose of clarification to assure full understanding of the requirements of the request for proposals. All offerors, whose proposals, in the procuring agency's sole judgment, needing clarification shall be accorded such an opportunity.

16. PAYMENT FOR GOODS & SERVICES:

Payment for goods & services received by the State shall be processed in accordance with Pee Dee Regional Transportation Authority's Finance Policy.

17. TAXES:

The Pee Dee Regional Transportation Authority is a Public Entity of the State of South Carolina and does not pay tax. A copy of the PDRTA's Tax Exemption Certificate will be furnished upon request.

PART XV- TERMS AND CONDITIONS – A. GENERAL

ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

CHOICE-OF-LAW: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

FIXED PRICING REQUIRED: Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms and this clause does not prohibit contractor from offering lower pricing after award.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE: (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor.

Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

PART XVI- TERMS AND CONDITIONS –SPECIAL

CONTRACTOR PERSONNEL: The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

MATERIAL AND WORKMANSHIP: Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

SHIPPING / RISK OF LOSS F.O.B. Destination. Destination is the Pee Dee Regional Transportation Authority; 313 S. Stadium Road, Florence, SC 29506 designated receiving site, or other location, as specified herein.

PART XVII-REQUIRED FEDERAL TRANSIT ADMINISTRATION CLAUSES

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29. 220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method of

verifying that contractors are not excluded or disqualified by certification.

Suspension and Debarment

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 bid, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Pee Dee Regional Transportation Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Pee Dee Regional Transportation Authority, 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.

ACCESS TO RECORDS AND REPORTS

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases.

Flow Down

FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

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

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

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

b. Contracts above \$100,000/Capital Projects						

ENERGY CONSERVATION REQUIREMENTS

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

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.

FEDERAL CHANGES

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

Federal Changes – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

Applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases.

Flow Down

Not required by statute or regulation for either primary contractors or sub-contractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language

While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Applicability to Contracts

These requirements are applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases.

Flow Down

These requirements flow down to contractors and sub-contractors who make, present, or submit covered claims and statements.

Model Clause/Language

These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49

C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which 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.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each sub-contract 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 sub-contractor who will be subject to the provisions.

TERMINATION

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

a. Termination for Convenience (General Provision) The Pee Dee RTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor 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 Pee Dee RTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the Pee Dee RTA, the Contractor will account for the same, and dispose of it in the manner the Pee Dee RTA directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Pee Dee RTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner

in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Pee Dee Regional Transportation Authority 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 Pee Dee Regional Transportation Authority, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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

If Contractor fails to remedy to the Pee Dee Regional Transportation Authority satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the PDRTA setting forth the nature of said breach or default, the PDRTA 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 PDRTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the PDRTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the PDRTA shall not limit the PDRTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The PDRTA, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the PDRTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

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

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

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

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

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

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

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The contractor, within [10] days from the beginning of any delay, notifies the PDRTA in writing of the causes of delay. If in the judgment of the PDRTA, the delay is excusable, the time for completing the work shall be extended. The judgment of the PDRTA shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the PDRTA.

i. Termination for Convenience or Default (Architect and Engineering) The Pee Dee Regional Transportation Authority may terminate this contract in whole or in part, for the PDRTA's convenience or because of the failure of the Contractor to fulfill the contract obligations. The PD RTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the PDRTA, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the PDRTA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the PDRTA.

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

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

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

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

CIVIL RIGHTS REQUIREMENTS

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shorten the lengthy text.

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

(1) **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.

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VI 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.

(b) 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.

(3) The Contractor also agrees to include these requirements in each sub-contract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1F](#) 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 PDRTA's requests which would cause the PDRTA to be in violation of the FTA terms and conditions.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises

a. 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 agency's overall goal for DBE participation is 3 %. A separate contract goal has not been established for this procurement.

b. 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 {PDRTA} deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. *{If a separate contract goal has been established, use the following}* Bidders/offerors 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 sealed bid**] [**concurrent with and accompanying an initial proposal**] [**prior to**

award]:

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

[Bidders][Offerors] must present the information required above with initial proposals (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. 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 . In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify , 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.

DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts' requirements are satisfied.

Clause Language

Davis-Bacon and Copeland Anti-Kickback Acts

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those

contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)

(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The [*PDRTA*] shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages

required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [*PDRTA*] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [*PDRTA*] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the

payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

ACCESS FOR INDIVIDUALS WITH DISABILITIES

The PDRTA agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The PDRTA also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination

on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the PDRTA agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

(1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;

(2) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19;

(7) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F;

(9) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194;

(10) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

APPENDIX A- PDRTA'S BUS STOPS,LOCATIONS AND PROPOSED STOP TYPES


Id	BUS STOP LOCATIONS	Rt	Stop#	Min	Latitude	Longitude	St.	Proposed Stop Type (subject to change)
2	Evans & Lawson	1	1010	5	34.196838	-79.777568	N.	pole,sign and schedule box
3	Evans & Harrell	1	1015	7	34.196743	-79.77938	N.	pole,sign and schedule box
4	Evans & Franklin	1	1020	9	34.196455	-79.785124	N.	pole,sign and schedule box
5	Evans & Calhoun	1	1025	10	34.196371	-79.786772	N.	pole,sign and schedule box
6	Employment Security Com.	1	1030	12	34.195873	-79.796591	N.	pole,sign,schedule box and seat
7	BB & T - W. Evans	1	1035	14	34.195638	-79.801316	N.	pole,sign and schedule box
8	Palmetto Subs - W. Evans	1	1040	17	34.194308	-79.806797	N.	pole,sign and schedule box
9	Taco Bell/Wendy's - W. Evans	1	1045	19	34.190498	-79.810083	N.	pole,sign and schedule box
12	Magnolia Mall Veranda Food Ct.	1	1060	28	34.190631	-79.831145	N.	pole,sign,schedule box and seat
13	Florence Commons Target	1	1065	29	34.192979	-79.83783	N.	pole,sign,schedule box and seat
19	Florence Mall - Books-a-million	1	1095	40	34.189822	-79.810261	S.	pole,sign,schedule box and seat
20	K Mart & Evans	1	1100	45	34.193166	-79.807541	S.	pole,sign,schedule box and seat
21	Advance Auto parts - W. Evans	1	1105	47	34.195541	-79.800012	S.	pole,sign and schedule box
22	Employment Security Com.	1	1110	49	34.195712	-79.796587	S.	pole,sign,schedule box and seat
23	Evans & Sunset	1	1115	51	34.195851	-79.793804	S.	pole,sign and schedule box
24	Evans & Franklin	1	1120	52	34.196261	-79.785759	S.	pole,sign and schedule box
25	Evans & Harrell	1	1125	53	34.196571	-79.779653	S.	pole,sign and schedule box
26	Evans & Lawson	1	1130	54	34.19668	-79.77749	S.	pole,sign and schedule box
0	Central Transfer Point	1	1000	0	34.197217	-79.765895	N.	pole,sign,schedule box and seat
1	Federal Building	1	1005	3	34.197057	-79.773169	N.	pole,sign,schedule box and seat
10	Lowe's	1	1050	23	34.188296	-79.818076	N.	pole,sign and schedule box
11	Super Wal-Mart	1	1055	25	34.193162	-79.82181	N.	pole,sign,schedule box and seat
16	Swamp Fox & Civic Center	1	1080	33	34.184697	-79.840602	W.	pole,sign,schedule box and seat
17	Veteran's Park	1	1085	34	34.183913	-79.834333	S.	pole,sign,schedule box and seat
18	Palmetto and Bintree	1	1090	37	34.183448	-79.817939	S.	pole,sign and schedule box
27	Federal Building - Eastbound	1	1140	56	34.196916	-79.772813	S.	pole,sign and schedule box
14	Toys R Us/Hilton Garden Inn	1	1070	31	34.187236	-79.834382	S.	pole,sign,schedule box and seat
15	Red Lobster	1	1075	32	34.188071	-79.831471	N.	pole,sign and schedule box
Id	Name	Rt	Stop#	Min	Latitude	Longitude	St Side	(subject to change)
1	Oakland & Layton	2	2005	5	34.205135	-79.759245	E.	pole,sign,schedule box and seat
2	Oakland & Maxwell	2	2010	6	34.207486	-79.757636	E.	pole,sign,schedule box and seat
5	Irby & Williams	2	2025	11	34.215346	-79.764594	W.	pole,sign and schedule box
7	Darlington & Irby	2	2035	15	34.201021	-79.768603	N.	pole,sign and schedule box
9	Sumter & Chase	2	2045	17	34.202778	-79.776233	E.	pole,sign and schedule box
10	Sumter & Lawson	2	2050	18	34.202899	-79.778035	N.	pole,sign,schedule box and seat
21	House of Hope	2	2105	44	34.199843	-79.785623	S.	pole,sign,schedule box and seat
8	Chase & Darlington	2	2040	16	34.200412	-79.775815	E.	pole,sign and schedule box
24	Coit & Darlington	2	2120	48	34.20043	-79.770782	S.	pole,sign and schedule box
25	City County Complex	2	2125	49	34.199103	-79.767543	S.	pole,sign and schedule box

0	Central Transfer Point	2	2000	0	34.197217	-79.765895	N.	pole,sign,schedule box and seat
16	Florence Darlington Tech	2	2080	30	34.245121	-79.814684	S.	pole,sign,schedule box and seat
17	Thunder Bird	2	2085	36	34.229937	-79.800796	S.	pole,sign and schedule box
18	Cracker Barrel	2	2090	38	34.226654	-79.796682	S.	pole,sign,schedule box and seat
19	VA Hospital	2	2095	40	34.220415	-79.803013	N.	pole,sign,schedule box and seat
20	Food Lion - N. Cashua	2	2100	43	34.199346	-79.799182	S.	pole,sign and schedule box
22	Darlington & Harrell	2	2110	45	34.200052	-79.779951	S.	pole,sign and schedule box
6	Irby & Roughfork	2	2030	12	34.210146	-79.768022	W.	pole,sign and schedule box
14	Sumter and Hartwell	2	2070	24	34.2044	-79.791924	N.	pole,sign and schedule box
13	Sumter & Bunch	2	2065	22	34.203307	-79.788495	N.	pole,sign and schedule box
11	Sumter & Harrell	2	2055	19	34.202806	-79.779921	N.	pole,sign,schedule box and seat
15	Sumter & Cashua	2	2075	25	34.206546	-79.798382	N.	pole,sign and schedule box
4	Wilson & Buncombe	2	2020	10	34.216893	-79.759497	N.	pole,sign and schedule box
3	Oakland & Royal	2	2015	7	34.210929	-79.755038	E.	pole,sign,schedule box and seat
12	Sumter and Alexander	2	2060	20	34.202721	-79.784276	N.	pole,sign,schedule box and seat
23	Darlington & Chase	2	2115	46	34.200141	-79.776371	S.	pole,sign,schedule box and seat
Id	Name	Rt	Stop#_	Min	Latitude	Longitude	St Side	(subject to change)
0	Central Transfer Point	3	3000	0	34.197035	-79.765185	N.	pole,sign,schedule box and seat
5	June Lane	3	3025	22	34.177807	-79.759145	E.	pole,sign, schedule box, seat & light
6	Mt. Zion Apartments	3	3030	24	34.185603	-79.759823	S.	pole,sign, schedule box, seat & light
7	Jarrott & Clyde	3	3035	27	34.186831	-79.758745	E.	pole,sign and schedule box
11	Jeffords & Daniels	3	3055	36	34.189857	-79.746616	S.	pole,sign, schedule box and light
15	McLeod Regional Med. Ctr.	3	3075	55	34.196212	-79.755781	N.	pole,sign,schedule box and seat
12	Wendor Estate	3	3060	40	34.190359	-79.742914	S.	pole,sign,schedule box and seat
10	Pine & Jeffords	3	3050	34	34.192651	-79.749189	N.	pole,sign and schedule box
8	Manna House	3	3040	29	34.191151	-79.759077	E.	pole,sign,schedule box and seat
14	Dept. of Motor Vehicles	3	3070	45	34.19661	-79.706389	S.	pole,sign,schedule box and seat
4	Independence Center	3	3020	17	34.159551	-79.758186	W.	pole,sign,schedule box and seat
3	Leatherman Senior Center	3	3015	15	34.165036	-79.755091	S.	pole,sign,schedule box and seat
1	Barringer and Nat. Cemetary Rd.	3	3005	7	34.184593	-79.762353	W.	pole,sign and schedule box
2	Carolina's Hospital	3	3010	11	34.159718	-79.753195	N.	pole,sign,schedule box and seat
9	Pine Park	3	3045	31	34.192404	-79.754965	N.	pole,sign and schedule box
13	Jeffords & Palmetto	3	3065	41	34.194439	-79.749366	E.	pole,sign,schedule box and seat
Id	Name	Rt	Stop#_	Min	Latitude	Longitude	St Side	(subject to change)
0	Central Transfer Point	4	4000	0	34.197211	-79.765595	N.	pole,sign,schedule box and seat
1	Tommy's Quik Mart	4	4005	2	34.19194	-79.767295	N.	pole,sign and schedule box
2	Irby St. & Elm	4	4010	4	34.19029	-79.767828	W.	pole,sign and schedule box
3	Irby St. & Cherokee	4	4015	7	34.183823	-79.76738	W.	pole,sign,schedule box and seat
7	Food Lion -Second Loop	4	4035	12	34.167085	-79.788928	N.	pole,sign,schedule box and seat
11	Picadilly & Sandy Ln.	4	4055	20	34.172071	-79.806819	E.	pole,sign and schedule box
12	First Choice Healthcare	4	4060	21	34.171336	-79.801402	S.	pole,sign,schedule box and seat
16	BassWood	4	4080	29	34.144989	-79.776708	S.	pole,sign, schedule box and light
10	Sterling Apartments	4	4050	16	34.172887	-79.804717	W.	pole,sign and schedule box

21	Poyner Adult Education	4	4105	49	34.19278	-79.76565	E.	pole,sign,schedule box and seat
20	Bruce and Lee Library	4	4100	47	34.190119	-79.765357	E.	pole,sign,schedule box and seat
19	Southpark Center	4	4095	45	34.164507	-79.76375	E.	pole,sign,schedule box and seat
18	Super Wal-Mart	4	4090	40	34.155373	-79.764758	E.	pole,sign,schedule box and seat
4	Hallmark Plaza	4	4020	8	34.180409	-79.767156	W.	pole,sign,schedule box and seat
5	Irby Street & Second Loop	4	4025	10	34.166457	-79.76447	W.	pole,sign and schedule box
6	Piggly Wiggly- Second Loop	4	4030	11	34.167257	-79.772496	N.	pole,sign and schedule box
8	Good Will Store	4	4040	13	34.168477	-79.795185	N.	pole,sign and schedule box
9	Sweetbriar Center	4	4045	15	34.171736	-79.801483	N.	pole,sign and schedule box
13	Second Loop & Marsh	4	4065	23	34.166843	-79.790239	S.	pole,sign and schedule box
15	South Haven	4	4075	30	34.146383	-79.779862	S.	pole,sign, schedule box and light
17	DSS	4	4085	35	34.144301	-79.7719	W.	pole,sign,schedule box and seat
14	Third Loop & Marsh	4	4070	27	34.155978	-79.795379	W.	pole,sign and schedule box
Id	Name	Rt	Stop#_	Min	Latitude	Longitude	St Side	(subject to change)
0	Central Transfer Point	5	5000	0	34.197216	-79.765258	S.	pole,sign,schedule box and seat
24	Cashua Dr. & Third Loop Rd.	5	5120	38	34.174115	-79.813358	E.	pole,sign and schedule box
25	Cashua Dr. & Second Loop Rd.	5	5125	39	34.176846	-79.811473	N.	pole,sign and schedule box
27	David McLeod & Piggly Wiggly	5	5135	42	34.187737	-79.809968	N.	pole,sign,schedule box and seat
28	Florence Mall at Books-a-million	5	5140	43	34.190387	-79.809815	E.	pole,sign,schedule box and seat
29	Florence Mall at Hoffmeyer	5	5145	44	34.190809	-79.807014	S.	pole,sign and schedule box
30	Palmetto at Revell	5	5150	45	34.189981	-79.799924	S.	pole,sign and schedule box
31	Palmetto at Seneca	5	5155	46	34.19072	-79.79518	S.	pole,sign and schedule box
32	Palmetto at Edisto	5	5160	47	34.191635	-79.789223	S.	pole,sign and schedule box
5	Palmetto & Franklin	5	5025	6	34.192457	-79.784928	N.	pole,sign and schedule box
33	Palmetto at Franklin	5	5165	49	34.192252	-79.785232	S.	pole,sign and schedule box
34	Palmetto at Park	5	5170	51	34.19307	-79.778764	S.	pole,sign and schedule box
35	Palmetto at McQueen	5	5175	52	34.193349	-79.772534	S.	pole,sign and schedule box
1	Dargan & Palmetto	5	5005	1	34.193969	-79.765962	W.	pole,sign,schedule box and seat
2	Palmetto & Irby	5	5010	2	34.193785	-79.767766	N.	pole,sign and schedule box
3	Palmetto & McQueen	5	5015	3	34.193562	-79.772194	N.	pole,sign and schedule box
4	Palmetto & Park	5	5020	5	34.193228	-79.778147	N.	pole,sign and schedule box
6	Palmetto & Edisto	5	5030	7	34.191874	-79.788739	N.	pole,sign and schedule box
7	Palmetto & Sycamore	5	5035	8	34.190677	-79.796326	N.	pole,sign and schedule box
8	Palmetto & Krispy Kreme	5	5040	9	34.189899	-79.801374	N.	pole,sign,schedule box and seat
10	Palmetto & David McLeod	5	5050	16	34.18749	-79.808984	N.	pole,sign and schedule box
11	Palmetto & Creekside Apts.	5	5055	17	34.183743	-79.816227	W.	pole,sign,schedule box and seat
20	Bi-Lo & Habitat 2000	5	5100	31	34.176269	-79.825837	S.	pole,sign, schedule box , seat & light
21	Parker Dr. & Willow Dr.	5	5105	33	34.173928	-79.821273	S.	pole,sign and schedule box
22	Parker Dr. & Cashua Dr.	5	5110	35	34.171539	-79.818889	S.	pole,sign and schedule box
23	Cashua Dr. & Theatre Circle	5	5115	37	34.172684	-79.815618	E.	pole,sign and schedule box
36	Palmetto at Dargan	5	5180	55	34.194605	-79.765845	S.	pole,sign and schedule box
9	Hardee's Florence Mall	5	5045	10	34.188582	-79.806859	N.	pole,sign,schedule box and seat
16	McDonald's at Celebration	5	5080	27	34.166268	-79.82745	E.	pole,sign, schedule box and light
17	Assurant Group at Celebration	5	5085	28	34.170557	-79.83133	E.	pole,sign, schedule box and light

18	Bojangles at Celebration	5	5090	28	34.173466	-79.833666	E.	pole,sign and schedule box
19	Madison Plaza	5	5095	29	34.176808	-79.829166	S.	pole,sign and schedule box
13	United Methodist Manor	5	5065	20	34.150194	-79.859555	W.	pole,sign,schedule box and seat
12	Palmetto at Bi-Lo	5	5060	18	34.178078	-79.827246	N.	pole,sign and schedule box
14	Fairway Ct. at Bridgewood	5	5070	26	34.162782	-79.833362	S.	pole,sign, schedule box and light
15	Forest Lake Apts. at Willow Trace	5	5075	27	34.163298	-79.831087	S.	pole,sign, schedule box and light
26	Second Loop Ext. at Palmetto	5	5130	40	34.185332	-79.812424	N.	pole,sign and schedule box
Id	Name	Rt	Stop#_	Min	Latitude	Longitude	St Side	(subject to change)
1	South Park/Rose's	6	6005	24	34.164547	-79.763737	E.	pole,sign,schedule box and seat
2	Bi-Lo/ Lowes	6	6010	27	34.16269	-79.758232	S.	pole,sign and schedule box
3	CVS Pharmacy	6	6015	29	34.158438	-79.754041	S.	pole,sign and schedule box
4	Pine Forest & Pamplico Hwy	6	6020	31	34.156908	-79.751847	S.	pole,sign and schedule box
5	E. Spring & Pamplico Hwy	6	6025	34	34.148795	-79.730496	S.	pole,sign and schedule box
7	Buckeye Dr./ Fenwick Grove	6	6035	37	34.136723	-79.740746	N.	pole,sign, schedule box and light
8	Park City/ S. Oliver Dr.	6	6040	39	34.135388	-79.7462	N.	pole,sign,schedule box and seat
9	Plantation Dr. & Howe Springs	6	6045	40	34.135203	-79.747982	N.	pole,sign and schedule box
10	Tara Dr. & Howe Springs	6	6050	43	34.134515	-79.754686	N.	pole,sign and schedule box
11	Bannockburn & Green Acres	6	6055	44	34.120327	-79.758406	N.	pole,sign and schedule box
12	Green Acres & Breckridge Cr.	6	6060	45	34.116297	-79.774472	N.	pole,sign and schedule box
13	Green Acres & Brookfield Rd.	6	6065	46	34.11787	-79.777696	N.	pole,sign, schedule box and light
23	John Paul Jones & Myers Cemetary	6	6115	10	34.119957	-79.795293	N.	pole,sign, schedule box and light
22	Angel Cr. & John Paul Jones Rd.	6	6110	7	34.110217	-79.81191	N.	pole,sign, schedule box and light
21	Savannah Grove & John Paul Jones	6	6105	4	34.105465	-79.820477	W.	pole,sign, schedule box and light
20	Sage Rd & Savannah Grove	6	6100	3	34.124386	-79.826414	W.	pole,sign and schedule box
19	Javelin Cr. & Savannah Grove	6	6095	1	34.128908	-79.825814	W.	pole,sign, schedule box and light
18	Alligator & Savannah Grove	6	6090	0	34.149928	-79.829308	W.	pole,sign,schedule box, light & seat
17	Ashford & Alligator Rd.	6	6085	58	34.148576	-79.811155	N.	pole,sign, schedule box and light
16	Greenfield Dr. & Alligator Rd.	6	6080	55	34.137927	-79.785126	N.	pole,sign, schedule box and light
6	Canal Dr./ KJ's IGA	6	6030	35	34.146391	-79.729031	W.	pole,sign,schedule box, light & seat
14	S. Irby & East Chapel View Dr.	6	6070	47	34.125153	-79.777963	E.	pole,sign, schedule box and light
24	Food Lion/ Tractor Supply	6	6120	16	34.148492	-79.770329	E.	pole,sign,schedule box and seat
0	CTP Super Wal-Mart	6	6000	20	34.15502	-79.764871	E.	pole,sign,schedule box and seat
15	S. Irby & E. Bradford Rd.	6	6075	49	34.127861	-79.776425	E.	pole,sign, schedule box and light

Appendix B-ILLUSTRATIONS OF BUS STOP SYSTEMS




PV-Stop

Solar Lighting for Transit

The PV-Stop is the world's most powerful and reliable solar powered LED bus stop lighting system. Providing intelligent control with superior technology and aesthetic design, the PV-Stop delivers safe and environmentally friendly lighting for any transit application.

Designed specifically for the transit industry, the PV-Stop can be tailored to meet local transit authority requirements. The PV-Stop can be integrated with your current bus stop pole or be adapted to almost any new pole.

- Customer focused, integrated design
- Self contained, fully automatic solar lighting system
- Clean, bright white LED illumination
- High power, high efficiency solar panels
- Intuitive power management



urbansolar
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Solar-powered LED bus stop lighting delivers safety and increased customer benefits:

Rider experience & safety

- Positive and enhanced transit experience builds rider confidence and increases ridership
- Transit stop lighting is a known crime deterrent
- Reduced rider pass-bys - the number one complaint reported by most transit agencies

Reduced costs & increased efficiency

- Quick installation
- One-time capital cost; no monthly utility bills
- No trenching; reduces installation cost
- No scheduled maintenance for up to five years
- 50,000 hour LED operating life span

Clean, energy efficient illumination

- Reduced greenhouse gas emissions
- Positions transit agency as innovative leader
- Builds public perception of transit as a sustainable transportation alternative

Specifications:

Lighting

Illumination technology	High brightness cool white LED
Operating temperature	-30 to 50°C (-22 to 122°F)
Illumination level	5.0 foot candle peak, 8.0 from source
Illumination footprint	6 ft diameter circular/elliptical
Output color	5500K
Operational lifetime	50,000 hrs

Energy Control Module*

Operating profile	proprietary calendar based algorithm
Operating temperature	-30 to 50°C (-22 to 122°F)
Operating voltage	0 to 20V
Input current	0 to 40A
Output current	0 to 750mA
Low voltage disconnect	yes
Lighting control	automatic and on demand

Solar

Solar module technology	mono-crystalline photovoltaic
Operating temperature	-30 to 50°C (-22 to 122°F)
Module size	5W
Maximum operating voltage	18V
Maximum operating current	5A

Mechanical & Battery

Max. acceptance	up to 2-7/8" OD schedule 40
Operating temperature	-30 to 50°C (-22 to 122°F)
Technology	maintenance free, AGM, lead acid
Autonomy	5 days
Operating voltage	12V

Specifications are subject to change without notice and are intended as general guidelines. Detailed specifications are located in the product datasheet conditions and system design standards. * Please pending.



Urban Solar Corporation, 4211 Commerce Circle, Victoria, BC, V8Z 6W6, Canada (T) 778-430-5516 (F) 778-430-5517

www.urbansolarcorp.com

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