



...for disabilities and special needs

June 5, 2009

Burton Center is seeking bids for a Feasibility Study for implementation of public transit services with Abbeville, Greenwood and Saluda counties in South Carolina.

Burton Center is a political subdivision of the State of South Carolina which was formed to provide services to individuals with disabilities and special needs in member counties of Abbeville, Greenwood, Edgefield, McCormick, Saluda and Lexington.

A Request for Proposal can be received by calling 864-942-8927 or by going to Burton Center's website at www.BurtonCenter.org.

Contact person:

Sam Martin
Transportation/Procurement Manager
864-942-8927 office
864-942-8965 fax
smartin@burtoncenter.org

Sincerely,

Jimmy Burton

Jimmy Burton
Interim Executive Director

Burton Center
Request for Proposal (RFP)
Issue Date: June 5, 2009

Solicitation Name: Feasibility Study for implementation of public transit services with Abbeville, Greenwood and Saluda counties, South Carolina.

Proposal Deadline - No Later Than 4:00 P.M., Friday, June 30, 2009
Proposal Opening 4:00 P.M. June 30. 2009

SEND PROPOSAL TO:

Jimmy Burton, Interim Executive Director
Burton Center
2605 Hwy 72/221 East
Greenwood, SC 29649
(864) 942-8914; Fax (864) 942-8965

MUST BE SIGNED TO BE VALID

By signing this Statement, I certify that we (our firm) will comply with all requirements of Section 44-107-10 ET Seq., relating to the S.C. Drug Free Workplace Act.

AUTHORIZED SIGNATURE	PRINTED NAME	DATE	
COMPANY			
MAILING ADDRESS			
CITY	STATE	ZIP CODE	PHONE

SUBMISSION OF QUESTIONS

All questions or requests for information must be submitted as indicated below. Forward all questions or requests for additional information to Sam Martin, Transportation Manager, Burton Center , 2605 Hwy 72/221 East, Greenwood, SC 29649. Mark the envelope "RFP Questions", (864) 942-8965 (fax) or E-mail smartin@BurtonCenter.org. Questions must be submitted in writing and received by 4pm Monday, June 22, 2009. After this date, no further questions will be addressed. Responses to questions not already covered in this Request for Proposal will be posted on the Burton Center website, www.BurtonCenter.org. and mailed to all Respondents as well.

Return this signed form with proposal package

Respondents must include an original copy signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the Proposal and must contain a statement that the proposal is firm for a period of ninety (90) days from the closing date for submission of proposals. Proposals must be submitted in a sealed opaque envelop/container showing the above proposal name, opening date, and opening time.

PART I
GENERAL INFORMATION

1. Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.
2. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
3. Respondents are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
4. **One clearly identified original and one (1) copy of your proposal is required.**
5. Proposals will be received by the Burton Center (BURTON CENTER) until 4:00 p.m. on June 30, 2009 and Proposal Opening will be at 4:00 pm in Conference Room A, 2350 Hwy 72/221 East, Greenwood, SC.

Proposals are to be mailed to:

Burton Center
2605 Hwy 72/221 East
Greenwood, SC 29649

Hand deliver and/or Express mail to:

Burton Center
2605 Hwy 72/221 East
Greenwood, SC 29649

The submitting respondent is required to have printed on the envelope or wrapping containing his proposal the RFP name, opening date, and opening time.

6. **Prohibition of Gratuities:** It shall be unethical for any person to offer, or give, or agree to give any BURTON CENTER employee or former BURTON CENTER employee, or for any BURTON CENTER employee or former BURTON CENTER employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

7. By submission of your signed proposal you are certifying that if awarded a contract in excess of \$50,000 under this solicitation, you will comply with Title 44, Code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, The Drug-Free Workplace Act.
8. **SEND QUESTIONS TO:**
Burton Center
2605 Hwy 72/221 East
Greenwood, SC 29649
Attention: Sam Martin
Questions may be faxed to: 864 942-8965
All Questions must be received by 4:00pm, June 22, 2009.

PART II

1. INTRODUCTION

The Burton Center (BURTON CENTER) seeks proposals from firms qualified to provide a feasibility study for implementation of public transit services within the counties of Abbeville, Greenwood and Saluda, located in South Carolina.

Burton Center is a political subdivision of the State of South Carolina which was formed to provide services to individuals with disabilities and special needs in member counties of Abbeville, Edgefield, Lexington, Greenwood, McCormick and Saluda.

2. CONTRACTOR REQUIREMENTS:

NONDISCRIMINATION

The Contractor will not in any way, directly or indirectly, discriminate against any person because of age, race, color, disability, sex, national origin, or religious creed and will at all times abide by the equal opportunity provisions in all subcontracts.

The Contractor will abide with Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 notes, which provides for participation of disadvantaged business enterprises in FTA programs. The Contractor further assures that disadvantaged business enterprises (DBE) will have the maximum opportunity to participate in the performance of this contract, which will be financed in whole or part with federal funds. Further, the Contractor will cooperate with BURTON CENTER in meeting its commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises in mass transit contracts, and will use its best efforts to insure that Disadvantaged Business Enterprises shall have the maximum practical opportunity for subcontracts under this contract.

FUNDING AVAILABILITY

This project is contingent upon the continued availability of State and Federal funding.

3. QUESTIONS.

Every effort has been made to ensure that all information needed by the Respondent is included herein. If a respondent finds that it cannot complete a proposal without additional information, it may submit written questions to Burton Center's Representative. All replies to questions will be in writing. When a question received by the Burton Center is found to be already sufficiently answered in the Request for Proposal, that question will be returned to the Respondent with a reference to the part of the Request for Proposal containing the answer. All questions and written replies will be distributed to all Respondents and will be regarded as a part hereof. No negotiations, decisions or actions shall be initiated by any Respondent or potential respondent as a result of any verbal discussion with any Burton Center ' representative or employee.

All questions in connection with the Request for Proposal shall be sent to Burton Center's representative Sam Martin, 2605 Hwy 2605 Hwy 72/221 East, Greenwood, SC 29649 or faxed to Sam Martin at 864- 942-8965 or emailed to smartin@burtoncenter.org. Mark the envelope, fax, or email - "Questions", RFP Transportation Feasibility Study. All questions must be received by June 22, 2009.

PART III **SCOPE OF WORK**

BURTON CENTER is a political subdivision of the State of South Carolina which was formed to provide services to individuals with disabilities and special needs to its member counties of Abbeville, Edgefield, Greenwood, Lexington, McCormick and Saluda.

BURTON CENTER is seeking statements of qualifications from firms qualified to prepare a transportation feasibility study for establishment of a public transit program in Abbeville, Greenwood and Saluda County of Upper Savannah Region.

Tasks required for this study will include:

- A. A review of previous studies and documents related to transportation services within the three-county study area.
- B. A review of the demographics and socioeconomic factors of the study area, including but not limited to
 1. Households without available vehicles
 2. Household characteristics
 3. Travel patterns, i.e. work, medical, shopping, leisure
 4. Factors affecting lack of access to transit services
 5. Development patterns of the study area to project future transit needs
- C. A review of existing transit services in the study area, including, but not limited to:
 1. Agencies currently providing transportation
 2. Barriers to coordination of existing transit services
 3. Eligibility guidelines for transit dependent
 4. Potential for linkages with existing public transit services
 5. Survey of existing capital equipment for transit services in the study area.

- D. Estimate of transit demand within the three-county study area to include:
 - 1. Anticipated demand for service
 - 2. Frequency of need
 - 3. Potential estimate of trips by category, i.e. work-related, medical, shopping, etc.
- E. Development and collection of survey instruments which are designed to solicit community input into the implementation of a public transit project in the study area, to include:
 - 1. Stakeholder survey
 - 2. Social Service Agency Survey
 - 3. Elected Official Survey – cities and counties of the study area
 - 4. Student survey from the universities and technical schools of the study area
 - 5. Business and industry leader’s survey
- F. Recommendation as to reasonable options for a transit system within the three-county study area. This would include an identification of the various roles of current service providers within the study area.
- G. Recommended budget for establishment of a transit system, to include identification of potential funding sources for the proposed system.
- H. Overall recommendation as to whether a transit system would be feasible for the two-county study area based on the results of the study. If the system is considered feasible, the recommendation will also include a proposed structure for operation of the system.
- I. All work of the project must be completed not later than December, 2009.

**PART IV
PROPOSAL CONTENT AND FORMAT**

The format for proposals must follow the following outline. At a minimum, the questions asked in each area must be answered and referenced in the proposal. Additional information on each subject area is welcome:

- 1. Letter of Transmittal - limit to two printed pages. Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses, and telephone numbers. Sign and date the first page of this Proposal Package.
- 2. Relevant Experience and Qualifications of the Firm as it relates to the work outlined in this request for proposal. Resumes for all persons to be associated with this project must be included in the respondent’s proposal.
- 3. History of your firm, the number of years it has been in business, and its current ownership arrangement.
- 4. Identify any subcontractors that may be used in performance of this contract.
- 5. Describe in detail your approach to each item in the scope of work contained in this request for proposal.
- 6. Provide your cost proposal to provide the scope of work.
- 7. State whether or not your firm has been involved in any litigation within the past five (5) years, arising out of your performance. Explain fully if it has been involved in any litigation.

PART V

EVALUATION PROCESS AND CRITERIA

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

Respondent's understanding of the project and approach to provision of the services, as reflected by the response to the proposal package. 40%

Respondent's experience, including references, financial stability, and description of their ability to perform the required service. 35%

Cost of the services as outlined in the proposal. Cost will not be the sole determining factor for award. 25%

PART VI

INSTRUCTIONS TO PROPOSERS

Proposals, amendments thereto or withdrawal request must be received by the time advertised for proposal opening to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the person (or office) at the time indicated in the solicitation document. When specifications or descriptive literature are submitted with the proposal, the respondent's name must be entered thereon.

Burton Center assumes no responsibility for unmarked or improperly marked envelopes. All envelopes received showing a proposal name are placed under locked security until the date and time of opening. Do not include more than one proposal invitation per envelope. If directing any other correspondence address the envelope to the procurement official, but do not include the proposal name on this envelope since it does not include the actual proposal.

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

By submission of a proposal, you are guaranteeing that all services meet the requirements of the proposal during the contract period.

Proposal Rejection/Cancellation. This solicitation does not commit the Burton Center 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. Burton Center reserves the right to reject any and all proposals and to cancel this solicitation in its entirety if it is in the best interest of Burton Center to do so.

Questions. Every effort has been made to ensure that all information needed by the Firm is included herein. If a firm finds that it cannot complete a proposal without additional information, it may submit written questions to Burton Center's Representative. All replies to questions will be in writing and must be received by June 22, 2009. When a question received by the Burton Center is found to be already sufficiently answered in the Request for Proposal, that question will be returned to the Firm with a reference to the part of the Request for Proposal containing the answer. All questions and written replies will be posted on the website of Burton Center – www.Burton Center .org as well as mailed to each Respondent and will be regarded as a part hereof. No negotiations, decisions or actions shall be initiated by any Firm or potential firm as a result of any verbal discussion with any Burton Center 's representative or employee.

Respondent's Qualification. Respondents must, upon request of the Burton Center , furnish satisfactory evidence of their ability to furnish services in accordance with the terms and conditions of these specifications. The Burton Center reserves the right to make the final determination as to the respondent's ability to provide the products or services requested herein.

Solicitation amendments. All amendments to and interpretations of the solicitation shall be in writing from the procurement official. The procurement official shall not be legally bound by any amendment or interpretation that is not in writing.

Respondent's Responsibility. Each respondent 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 a respondent to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

Debarments/Suspension. By submission of a response to this solicitation, respondents are certifying they are not suspended or debarred from doing business with any other governmental entity.

Rejection. Burton Center may cancel this solicitation in whole or in part. Burton Center may reject any or all proposals in whole or in part.

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

Indemnification. The Burton Center, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the Burton Center or failure of the Burton Center to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's proposal.

GENERAL CONTRACT CLAUSES

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

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

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

Save Harmless. The successful respondent shall indemnify and save harmless the Burton Center and all officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. Respondent shall have no liability to the Burton Center if such patent, trade mark or copyright infringement or claim is based upon the responder's use of material furnished to the respondent by the Burton Center .

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

S. C. Law Clause. Upon award of a contract under this Statement, the person, partnership, association, or corporation to whom the award is made must comply with the Laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with the State of South Carolina. By submission of this signed Proposal, the respondent agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

Termination. Subject to the conditions below, the contract may be terminated for any reason by the Burton Center providing a thirty (30) day advance notice in writing is given to the contractor.

For Convenience. In the event that this contract is terminated or canceled upon request and for the convenience of the Burton Center without the thirty (30) days advance written notice, then the Burton Center may negotiate reasonable termination costs, if applicable.

For Cause. Termination by the Burton Center for cause, default or negligence on the part of the contractor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this Proposal shall apply.

Assignment. No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Burton Center. Intention to subcontract paratransit service should be included as a part of the response to the scope of work contained in this proposal.

Affirmative Action. The successful respondent will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.

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

Type of Contract. Burton Center intends to sign a contract with one firm for the complete set of products and services included in this Request for Proposal. To the extent that firms choose to make joint Proposal, one firm must be designated the lead firm to sign the contract and be the point of contact with the Burton Center.

Compliance with Codes, Ordinances, Industry Standards. During the term of this contract, it shall be the firm's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs, and industry standards.

Safety Precautions. Burton Center assumes no responsibility with respect to accidents, illness, or claims arising out of any work undertaken with the assistance of funds paid under the contract. The firm shall take necessary steps to insure or protect itself and its personnel. The firm agrees to comply with all applicable local, State, and Federal occupational and safety acts, rules, and regulations.

Restrictions for Lobbying. In accordance with 31 U.S.C. 1352, funds received under this contract may not be expended to pay any person or influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal

loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. This restriction is applicable to all subcontractors and must be included in all subcontracts.

Compliance With Federal Regulations. State or Federal requirements that are more restrictive shall be followed.

Americans With Disabilities Act (ADA). The firm shall comply with the ADA, as applicable.

Audits and Reviews. The firm shall, throughout the life of the contract, participate in State and Federal audits. The firm shall provide support to Burton Center during any and all audits. The support shall include, but shall not be limited to, producing documentation, gathering data, preparing reports or correspondence, and assisting Burton Center in responding to questions.

Project Identification. The firm agrees that each tangible product resulting from the Contract shall be labeled with an appropriate sign or designation stating that the project has been financed with Federal/State assistance provided by the U. S. Department of Transportation, Federal Transit Administration, and SCDOT. Unless waived by SCDOT, this requirement applies to all equipment, hardware, construction, reports, data, or any similar items produced under the Agreement.