



**Security Camera Systems
Request For Proposals**

Charleston, South Carolina

Date: January 13, 2021

Due Date: February 4, 2021

Time: 3:00 P.M. EST

Receipt Location:

BCD Council of Governments

Attn: Jason McGarry

5790 Casper Padgett Way

North Charleston, SC 29406

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**Request for Proposal
RFP # COG2021-01**

SECURITY CAMERA SYSTEM

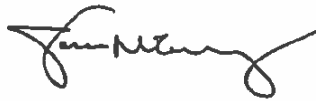
BCD Council of Governments (BCDCOG) is requesting proposals from qualified firms to implement an agency-wide, IP-based surveillance camera system that is fully compatible with any existing cameras. All solutions must address the needs of both new IP cameras and existing cameras within the same interface. Entities/locations include TriCounty Link, SC Works Charleston, BCDCOG corporate office, and three Charleston Area Regional Transportation Authority (ARTA) locations.

The deadline for firms to submit written questions for information and/or clarification is **January 20, 2021 by 3:00 PM EST.**

The deadline for receipt of submittals is **February 4, 2021, by 3:00 PM EST** at the address listed on page 1.

This solicitation does not commit Berkeley Charleston Dorchester Council of Governments (BCDCOG) to award a contract, to pay any cost incurred in the preparation of proposals submitted, or to procure or contract for the services. Berkeley Charleston Dorchester Council of Governments (BCDCOG) reserves the right to accept or reject, any, all, or any part of offers received as a result of this request, or to cancel in part or in its entirety this request for proposal if it is in the best interests of Berkeley Charleston Dorchester Council of Governments (BCDCOG) to do so.

Sincerely,



Jason M. McGarry
Contracts/Procurement Administrator
BCD Council of Governments

Note: The deadline shown above **February 4, 2021** by 3:00 PM is extremely important. The completed proposal must have been physically received on or prior to that deadline. If you plan to have your proposal delivered other than personal delivery, please remember that even though the proposal may be postmarked prior to the deadline, if it is not received by the deadline time and date, it absolutely cannot be considered.

1.0 Introduction

BCDCOG

The Berkeley-Charleston-Dorchester Council of Governments (BCDCOG) is a regional agency, which serves a three-county area in South Carolina. BCDCOG offers a wide variety of planning, economic development and social services in order to aid in the orderly growth and development of the area. The BCDCOG's primary objectives are to assist local governments develop local and regional plans within the tri-county region, as well as providing local governments with planning and technical support to improve the quality of life in the region. Please visit our website <http://bcdcog.com/> for additional information.

CARTA

CARTA was created in 1997 by adoption of a mutual agreement by the following jurisdictions: Charleston County, The City of Charleston, The City of Hanahan, and The City of Isle of Palms, The City of North Charleston, The Town of Kiawah Island, The Town of Mt. Pleasant, and The Town of Sullivan's Island. CARTA provides public transportation services within the member jurisdictions, with the authority to determine scope (routes, equipment, and facilities) and standards of the service to be provided. Please visit our website <https://www.ridecarta.com/> for additional information.

BCD-RTMA dba TriCounty Link

In 1996, Berkeley, Charleston, and Dorchester Counties agreed to invest in the cost for the startup of a rural transit service for the residents of the region. The Berkeley, Charleston, Dorchester Rural Transportation Management Authority (BCD-RTMA) was created to operate this service. The BCD-RTMA service was implemented to provide a home-to-work option for rural residents. The funding from the three counties was programmed to last only three years, after which we were tasked with becoming self-sufficient. Please visit our website <http://ridetricountylink.com/> for additional information.

SC Works Trident

SC Works Trident connects businesses, job seekers, and training providers to create a pathway to employment in our region's leading industries. Our centers are operated by trained and motivated staff, representing a diverse number of agencies, who are ready to help you fulfill your employment needs. Please visit our website <https://www.scworkstrident.org/> for additional information.

1.1 Proposal Schedule

Proposals shall be solicited and evaluated by the following schedule:

Publish/Release Solicitation_____	January 13, 2021
Deadline for Written Questions_____	January 20, 2021 by 3:00 PM
Deadline for Proposals_____	February 4, 2021 by 3:00 PM

A. Submission

One (1) digital, One (1) original, and three (3) copies of the Proposal shall be submitted no later than 3:00 p.m. EST on February 4, 2021, to address on Pg. 1.

Any proposals received after the scheduled deadline on the closing date will be immediately disqualified in accordance with BCDCOG policies.

Proposals shall be submitted in a non-binder format and placed in a sealed box or envelope that is labeled with the Firms name and identified as containing a Proposal responding to RFP #COG2021-01 for Security Camera System.

No oral, facsimile, telegraphic proposals or subsequent modifications to such proposals will be considered except as specified herein.

B. Addenda

In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all firms who received or requested the RFP document from BCDCOG.

C. Proposal review process

The procurement of these Firm's services will be in accordance with BCDCOG and other applicable federal, state and local laws, regulations and procedures.

Proposals shall be submitted as set forth in this RFP. The selection committee will review and evaluate Proposals in accordance with the requirements and instructions contained in this RFP.

Following evaluation of the proposals, the Selection Committee may sub-select finalist who may be invited to participate in an interview, if necessary.

1.2 Instructions and General Conditions

A. Firms Responsibility

Firms shall fully acquaint itself with the conditions relating to the scope and restrictions attending the execution of the services under the conditions of the RFP. The failure or omission of a Firm to acquaint itself with the existing conditions shall in no way relieve it of any obligation with respect to the proposal submitted by the Firm to any contract resulting from this RFP.

B. Duty To Inquire

Should a Firm find discrepancies or omissions in this RFP, or should the Firm be in doubt as to the meanings, the Firm shall at once notify BCDCOG in writing prior to the last day for written questions. If additional clarification is warranted, a written addendum will be sent to all persons or firms receiving this RFP.

C. Signature Requirements

Only authorized officers eligible to sign contract documents will be accepted. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. This proposal should indicate the responsible entity. Firms should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

D. Waiver

By submission of its proposal, the Firm represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, services, supplies, materials, or equipment called for in the solicitation; that it has checked the proposal for errors and omissions; that the prices and costs stated in its proposal are intended by it; and, are a complete and correct statement of its prices and costs for providing the labor, services, supplies, materials, or equipment required.

E. Confidential Information

All proposals received become the exclusive property of BCDCOG. At such time, as a Contract is agreed to by the contractor and the Board, all proposals submitted will become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which constitute confidential and proprietary information or trade secrets as those terms are used in S.C. Code Ann. §§ 11-34-410 and 30-4- 40(a)(1) and which are so marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY." However, proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be released pursuant to a freedom of information request. BCDCOG shall not in any way be liable or responsible to any Firm or other person for any disclosure of any such records or portions thereof, whether the disclosure is deemed to be required by law, by an order of a court, or occurs through inadvertence, mistake, or negligence on the part of BCDCOG or its officers, agents, or employees. Any legal costs associated with determination of what is excluded or included in a public records request is at the expense of the Firm.

Firms should not simply mark their entire proposal as Confidential or exempt from Freedom of Information Act. Doing so will result in BCDCOG making an independent determination of confidentiality or exemption. BCDCOG further hereby disclaims any responsibility for any information which is disclosed as a result of Firms such independent determination of confidentiality or exemption necessitated by the Firms failure to properly follow this section.

F. Revisions To RFP

BCDCOG reserves the right, when necessary, to postpone the times in which proposals are scheduled to be received and opened, and to amend part or all of the RFP. Prompt notification of such postponement or amendment shall be given to all perspective Firms who have requested or received copies of the RFP. Receipt of all addenda must be acknowledged in the proposals received by BCDCOG.

G. Protest Procedures

Any prospective Firm or contractor who is aggrieved in connection with the solicitation of a contract may protest to BCDCOG. Any such protest must be delivered in writing within five days of the issuance of the RFP. Or within five days of the amendment there to if the amendment is the issue. A protest must set forth all specific grounds of protest in detail and explain the factual and legal basis for each issue raised. This project is to be funded in part by FTA and is subject to FTA rules and regulations. FTA only accepts protests alleging that a grantee fails to have written protest procedures or has violated such procedures or fails to review a complaint or protest.

H. Withdrawal of Proposal

No proposal may be withdrawn after the proposals have been opened.

I. Reserved Right

All Firms are notified that the contract for this service is contingent upon Federal and State appropriations. In the event that funding is eliminated, decreased, or not granted, BCDCOG reserves the right to terminate any RFP; any contract awarded hereunder or modifies any contract or this RFP accordingly. BCDCOG makes no representations that any contract will be awarded to any Firm responding to this RFP.

- BCDCOG reserves the right to waive any minor irregularities in any and all Proposals.
- BCDCOG reserves the right to reject all Proposals and re-solicit or cancel this procurement if deemed by BCDCOG to be in its best interest, without indicating any reason for such rejection(s).
- BCDCOG also reserves the right to enter into a contract with any Firm based upon the initial Proposal or on the basis of a best and final offer without conducting oral interviews.

J. Prohibited Interest

No member, officer, employee of BCDCOG or member of its Board during his/her tenure or one year thereafter, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof.

K. Notice To Proceed

The Firm shall be issued a written Notice to Proceed. Any services provided prior to receipt of the Notice to Proceed shall be at the sole risk and expense to the Firm.

L. Labor Provisions

South Carolina is a Right-to-Work state. The successful Firm shall be responsible for compliance with all applicable requirements of 49 USC § 5333(b).

M. Cost of Proposal Preparation

BCDCOG shall not be responsible for any cost or expenses incurred for preparation of the Proposal in response to this RFP. Firms shall not include such expenses as a part of the price proposed. BCDCOG and the BCD Council of Governments shall be held harmless and free from any and all liability, claims, or expenses whatsoever, incurred by, or on behalf of any person or organization responding to this RFP. Costs related to Proposal preparation include, but shall not be limited to the following:

- Preparing proposals in response to this RFP.
- Negotiations with BCD Council of Governments on any matter related to this procurement.
- Costs associated with interviews, meetings, travel, or presentations.
- Other expenses incurred by a Firm prior to formal Notice to Proceed for any agreement.

2.0 Background

The BCDCOG currently has an assortment of cameras throughout its various buildings and facilities that lack centralized means of playback access. The primary goal of this RFP is to acquire the services of a consultant able to provide a modern video management system compatible with

commercial off-the-shelf equipment, complete with adequate storage and viewing capabilities both on premises and via the Cloud.

2.1 Scope of Work

The BCDCOG is seeking an enterprise camera system solution for use throughout the agency. Services provided by the vendor shall include design, installation, configuration, support and training. The initial phase will deal with establishing an enterprise video management system with IP-based cameras currently in use at several different locations. An additional phase, as needed, may involve the replacement of cameras, wiring, DVR's, etc. as technology requires. The consultant should be able to provide maintenance and break/fix services to existing camera systems.

The project scope shall include cameras located both indoors and outdoors. Although camera feeds are not intended for real time monitoring, such monitoring should be available. A variety of different camera systems are used at various locations listed below. Camera viewing software should be able to incorporate all the cameras into one viewer for ease of use. The viewer should be easy to pull video from in a timely manner and convert into files easily viewed by those outside of the agency. In addition, the viewer should be cloud based so users outside of the agency can view cameras at any time.

The vendor shall provide training for both the administration and end-user use of all aspects of this system. In addition, the vendor shall also provide customer support built into the contract.

2.2 Service Locations

- BCDCOG Main Office – 16 cameras
- TriCounty Link Office – 23 cameras
- North Charleston Park and Ride Lot – 29 cameras
- CARTA Superstop Facility – 14 cameras
- CARTA Leeds Avenue Facility – 45 cameras
- SC Works Charleston – 16 cameras

2.3 Equipment Specs (for possible phase II)

- Dome cameras
 - 2 MP
 - 1080p
 - 2.8 mm fixed lens
 - Vandal Resistant
 - Five-year warranty
- Bullet Cameras
 - 5 MP
 - 2.7 mm to 13.5 mm Motorized Optical Zoom Lens
 - Technology for ultra-low light sensitivity
 - Vandal Resistant
 - Five-year warranty

- DVR
 - Up to 12 MP Resolution for preview and playback
 - ePoE
 - HDMI and VGA Simultaneous Video Output
 - Five-year Warranty

3.0 Proposal Content and Outline

Section 1: Proposal coverage

Cover the scope of work and general objectives to which the proposal is addressed.

Section 2: 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. BCDCOG reserves the right to request information from any source so named. Provide a minimum of three (3) references that demonstrate your experience. A contact person with telephone number for each reference should be included.

Section 3: Qualifications of Project Team and Key Personnel

Does the staff assigned to the project have the necessary skills to carry out the tasks? Who will be key staff dedicated to the project?

Section 4: Signature

The proposal shall be signed by an official authorized to bind the Firm, 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.

Section 5: Provide any pertinent information needed to describe your products and/or services.

Section 6: Provide detailed pricing schedule.

4.0 Evaluation Criteria

The proposal will be evaluated on the following categories listed below.

- I. Integration of Existing Equipment – 30%
- II. Proposed Solution and Functionality – 30%
- III. Previous Experience and SLA Response - 20%
- III. Cost – 20%

The resulting Contract shall be in effect for one year with an option to renew 4 additional years no more than 5 years from the award date. Having carefully examined the Request for Proposal, attachments and related documents, the undersigned proposes and agrees to provide the specified services in accordance with the Specifications described in the RFP, during the initial term of twelve (12) consecutive months and up to the maximum term of sixty (60) months from the date on the Notice to Proceed and at the prices set forth in the following Bid Schedules.

Please indicate the amount indicated below for services.

Monthly Hosting _____	\$ _____/____
_____	\$ _____/____
_____	\$ _____/____
_____	\$ _____/____
_____	\$ _____/____
_____	\$ _____/____
_____	\$ _____/____
_____	\$ _____/____
_____	\$ _____/____
_____	\$ _____/____
_____	\$ _____/____
_____	\$ _____/____

Receipt of Addendum (if any)

1. _____
Authorized Signature

Company Name: _____ Date: _____

By: _____
Signature Print Name

Title: _____

Email: _____

Telephone Number: _____

Appendix A – Required Federal Clauses

No Federal Government Obligation to Third Parties

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

False Statements or Claims Civil and Criminal Fraud

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 A-55 to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Third Party Contract Records

Contractor agrees to provide CARTA, 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 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.

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

Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than five years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until CARTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all

Changes to Federal Requirements

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 agreements between CARTA and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

Termination

Termination for Default

CARTA may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to perform the service within the time and manner specified herein or any extension thereof or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms; and in either of these two circumstances does not cause such failure to be corrected with a period of five (5) days (or such longer period as the Executive Director may authorize in writing) after receipt of notice from the Executive Director specifying such failure.

If the Contract is terminated in whole or in part for default, CARTA may provide, upon such terms and in such manner as the Executive Director deems appropriate, services similar to those so terminated. The Contractor shall be liable to CARTA for any excess costs for such similar services, and shall continue the performance of the contract to the extent not terminated under the provisions of this clause.

If after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of CARTA.

The rights and remedies of CARTA provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Termination for Convenience or Suspension for Convenience

CARTA may, for its convenience, suspend or terminate the work in whole or in part at any time by written notice to Contractor stating the extent and effective date of such suspension or termination, whereupon Contractor shall suspend or terminate the work to the extent specified.

If this Agreement is suspended, Contractor may be issued a change order to reflect any schedule adjustment, and all reasonable and demonstrable costs incurred by Contractor due to any such suspension. CARTA shall pay all outstanding balances scheduled for payment for charges incurred prior to the effective date of suspension.

If this Agreement is terminated by CARTA for convenience, CARTA shall be responsible for all eligible costs, expenses, and profit incurred by Contractor in connection with the Project prior to the effective date of termination

Civil Rights

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as

amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age A-25 Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Disadvantaged Business Enterprise (DBE)

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

The Contractor shall maintain compliance with "DBE Approval Certification" throughout the period of Contract performance.

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 CARTA deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Incorporation of FTA Terms

This Agreement includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in this Agreement. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 2013Lit, 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. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CARTA requests which would cause CARTA to be in violation of the FTA terms and conditions.

Debarment and Suspension

If this Contract is in excess of \$100,000 the terms of the Department of Transportation regulations, A

Suspension and Debarment of Participants in DOT Financial Assistance Programs, 49 C.F.R. Part 29 are applicable to this Project. No firms or persons ineligible there under shall be utilized in the project. The Contractor shall comply, and assure compliance by each of its subcontractors at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, Debarment and Suspension, 31 U.S.C. sect 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.

Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Resolution of Disputes, Breaches, or Other Litigation

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

Unless otherwise directed by CARTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Lobbying

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

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

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

Clean Air

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

Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water

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

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Prompt Payment to Subcontractors

- 1) The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than five (5) business days after the Contractor has received payment from the Authority.
- 2) In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than fourteen (14) business days after the Subcontractor has, in the opinion of the VP Construction, satisfactorily completed its portion of the Work.
- 3) A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval.
- 4) The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- 5) The Authority will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the Authority of lien waivers, canceled checks (if requested), and the Contractor’s sworn statement that it has complied with the prompt payment requirements. Prime Contractors must submit a prompt payment affidavit, (form to be provided by the Authority) which identifies each subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such subcontractor, with every payment request filed with the Authority, except for the first payment request, on every contract with the Authority. (See below for *Prompt Payment Affidavit* developed by CTA).
- 6) Failure to comply with these prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor’s failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

Energy Conservation

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.

National Intelligent Transportation Systems Architecture and Standards

To the extent applicable, the Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing

ADA Access

Facilities to be used in public transportation service must comply with the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37; and Joint Access Board/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 C.F.R. part 37 the Access Board’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 C.F.R. part 37 modifying the ADAAG with the result that buildings and facilities must comply with both the ADAAG and the DOT amendment.