



# REQUEST FOR PROPOSAL

## Transit Bus Video Mirror System

Issued: June 23, 2026  
Proposal Due: July 21, 2026

**CONTACT:**

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Procurement/Contracts Administrator  
[jasonm@bcdcog.com](mailto:jasonm@bcdcog.com)

The Charleston Area Regional Transportation Authority (CARTA) is seeking proposals from qualified vendors for the purchase and installation of a video mirror system for use on fixed route transit buses. This system will complement the traditional rearview mirror configurations supplied by the vehicle manufacturer as a retrofit installation.

The requirements for submitting a proposal are stated within the following Request for Proposal (RFP). This RFP has been developed in accordance with the procurement guidelines of the Federal Transit Administration (FTA), and those related to State and Local Government. Details are described herein and should be followed accordingly.

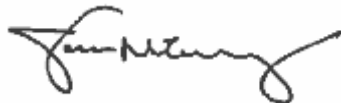
Proposals will be received until 3:00 PM on July 21, 2026, to [jasonm@bcdcog.com](mailto:jasonm@bcdcog.com). Proposals received after this time will not be considered. CARTA reserves the right to reject any and all proposals.

Any revisions to this RFP will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the RFP will be posted on the CARTA website [CARTA - Charleston Area Regional Transportation Authority \(ridecarta.com\)](http://CARTA - Charleston Area Regional Transportation Authority (ridecarta.com)). All Proposers should consult this website for updates before submitting proposals.

Any proposal submitted as a result of this solicitation shall be valid for ninety (90) calendar days following the submittal date. This solicitation does not commit CARTA to award a contract, to pay any cost incurred in the preparation of proposals, or contract for the services. CARTA reserves the right to enter into one or more contracts with any Proposer selected under this RFP process

Proposals resulting from this solicitation are subject to the South Carolina Freedom of Information Act (FOIA). All information that is to be treated as confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold font of at least 12-point type.

Sincerely,



Procurement/Contracts Administrator

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## SECTION 1 – INTRODUCTION AND PROJECT OVERVIEW

The Charleston Area Regional Transportation Authority (ARTA) is seeking proposals from qualified vendors for the purchase and installation of a video mirror system for use on fixed route transit buses. This system will complement the traditional rearview mirror configurations supplied by the vehicle manufacturer as a retrofit installation on ten (10) vehicles, with an option to purchase up to one hundred (100) additional units over a 5-year contract lifetime.

The project entails secure hardware installation, power integration, testing to ensure durability and safety, and a staff training session. There are several vehicle types and models comprising the fleet and each configuration will vary depending on the vehicle. Proposer will manage all aspects of the project, including timelines, milestones, and resource allocations. The proposer shall be responsible for familiarizing themselves with the fleet and its current configuration. An inspection of the fleet to identify the best mounting locations, power sources, and cable routing paths for each vehicle type is highly recommended. Proposer will not be removing any existing hardware.

## SECTION 2 – SCOPE OF SERVICES

### 2.1 Objective

To install a video mirror system and complete all necessary wire runs, power integration, hardware testing, and staff training in ten (10), 2019 Gillig Commuter-style LF40 transit buses, with a goal to improving visibility in sub-optimal conditions and reduce incidents of mirror strike collisions.

### 2.2 Deliverables

- **Project management:** The contractor manages all aspects of the project, including timelines, milestones, and resource allocation.
- **Initial site assessment:** The contractor shall be responsible for familiarizing themselves with the fleet and its current configuration. An inspection of the bus fleet to identify the best mounting locations, power sources, and cable routing paths for each vehicle type is highly encouraged.
- **Physical installation:** Professional mounting and wiring of displays/monitors in designated locations in each vehicle meeting all industry requirements and standards.
- **System testing and validation:** Functional testing of all hardware.
- **Documentation:** Creation of a detailed record for each vehicle, including installation details, photos, and serial numbers.

### 2.3 General Requirements

- Fleet Access
  - The contractor will coordinate with the fleet manager to schedule access to vehicles, ensuring no disruption to transit operations.
  - Work will be performed at the designated vehicle maintenance depot located at 3664 Leeds Avenue, North Charleston, SC 29405, during agreed-upon time windows. Due to fleet availability, nights and weekend shifts may be necessary.

- Safety and regulations
  - All installations will comply with relevant local, state, and federal regulations for commercial vehicle electronics.
  - Hardware will be mounted securely and safely, with no obstruction of the driver's view, mirrors, airbags, or controls at a mutually agreeable location.
  - The installation process will follow all safety protocols, including disconnecting vehicle power when necessary.
  
- Quality assurance
  - Installation will meet or exceed industry best practices for in-vehicle electronics, with a focus on reliability and longevity.
  - All wiring will be properly routed, secured, and protected from pinch points, vibration, heat, and moisture.

## 2.4 Hardware Requirements

- Specification and Features
  - All hardware components shall be Ruggedized, Transit-Grade Components engineered to withstand vibration, temperature extremes, and environmental exposure typical of daily transit operations.
  - All exterior electronic devices must be weatherproof and vandal-resistant, ensuring resistance to high pressure washes.
  - Hardware shall be a fixed-mount design to eliminate moving parts, reducing mechanical wear and the need for recalibration or adjustment.
  - The System shall offer self-monitoring diagnostics that proactively detect and report issues, minimizing downtime and enabling faster resolution. These features and reports should be available to CARTA's maintenance team for in-house diagnosis, repair, and maintenance.
  - The System should provide extended visibility to blind spots on both sides of the bus.
  - The System must have clear visibility in daylight, low-light and nighttime conditions that are high-resolution and full-color displays.
  - The System must maintain clear image quality in all weather condition.
  - The System should provide the ability to record video footage.
  - The System shall offer 12 volt and 24 volt DC configurations for fleet flexibility.
  - On screen displays shall offer distance markers as visual indicators to assist the driver in making safer lane changes and turning movements.

## 2.5 Physical Installation

- Process
  - **Vehicle preparation:** Disconnect the vehicle's battery power before beginning work. Contractor will coordinate with the fleet manager on the hardware plan.
  - **Installation:** Install vehicle-specific mounts in a location that is ergonomic for the driver and adheres to safety regulations. The mounting location must be approved by the fleet manager prior to installation. Exterior mirror installation will be weather-resistant, strategically placed to provide a comprehensive view of the vehicle's surroundings while not obstructing exiting features of the bus.

- **Power and wiring:**
  - Hardwire the System's power supply to the vehicle's electrical system, using an ignition-controlled power source to prevent battery drain. Existing wire runs are the preferred path.
  - Secure all loose cables with zip ties, leaving a service loop for future maintenance.
  - Use wiring and terminals that can withstand the bus's environmental and electrical conditions.

## 2.6 Testing and quality control

- Functional test:
  - After physical installation, reconnect the battery and power on the vehicle and video mirror system.
  - Power test: ConProposer that the System powers on and off with the vehicle's ignition.
- Physical inspection:
  - Conduct a visual inspection of each installed device and cable to ensure a clean, professional, and secure installation.
  - Verify there are no obstructions to vehicle operation or driver visibility.

## 2.7 Post-installation Procedures

- **Clean-up:** Remove all waste, packaging, and tools from the vehicle. Ensure the work area is tidy and free of materials.
- **Project Documentation:** Complete an installation checklist for each vehicle, recording the devices asset ID, vehicle number, installation diagrams, and configuration details, including any notes and photographs.
- **Vehicle hand-over:** Walk through the completed installation with the fleet manager to demonstrate functionality and customer expectations are met.
- **Final inspection:** Perform a quality assurance check on each installation, using a detailed checklist to ensure all components are properly secured and configured.
- **Warranty and support:** The contractor provides warranty coverage for the installation and offers a specified period of support and maintenance.
  - The proposal shall detail any available support services, including onsite service teams and those remotely administered for preventative maintenance programs and troubleshooting to ensure consistent performance with minimal disruption. Pricing for these services, if any, should be included in proposal.
  - Any on-going costs (per license, server space, software upgrades, etc.) should be included in proposal.
  - The proposal should contain information and pricing on potential add-on equipment and services that are available and can be added as a contract option, if such items are available.

## SECTION 3 – PROPOSAL CONTENT AND OUTLINE

### 3.1 Proposal Submission Requirements

Proposers shall submit one electronic copy of the proposal to [jasonm@bcdco.com](mailto:jasonm@bcdco.com) by the date and time stated in this RFP. Proposals shall be concise, organized in the order listed below, and include all required forms, certifications, and acknowledgments of addenda. The Proposal is limited to 20 - 8 ½ X 11 sheets using font size 12 points. Failure to provide the requested information may result in the proposal being determined non-responsive.

### 3.2 Proposal Content

Proposals shall include the following information:

**Cover Letter.** Provide the Proposer's legal name, address, primary contact information, and a statement confirming the proposal will remain valid for ninety (90) calendar days.

**Company Qualifications and Experience.** Describe the Proposer's experience providing and installing video mirror systems or similar onboard technology for transit or commercial vehicles. Include at least three (3) relevant customer references.

**Proposed System.** Describe the proposed equipment and how it meets the requirements of Section 2. Include manufacturer and model numbers, product specifications, system features, software or licensing requirements, and any ongoing costs.

**Project Approach and Schedule.** Describe the proposed installation approach, coordination with CARTA, testing and quality-control procedures, training, estimated lead time, installation time per vehicle, and schedule for completing the initial ten (10) vehicles.

**Warranty and Support.** Describe equipment and installation warranties, technical support, replacement-parts availability, response times, and any optional maintenance or extended warranty services.

**Price Proposal.** Provide the total price for equipment and installation on the initial ten (10) vehicles, unit pricing for additional systems during the five-year contract period, and separate pricing for optional equipment, software, licenses, subscriptions, warranties, or support services.

**Subcontractors and DBE Participation.** Identify all proposed subcontractors, the work each will perform, and any anticipated DBE participation.

**Exceptions.** Clearly identify any exceptions to the requirements, terms, or conditions of the RFP. Requirements for which no exception is stated will be considered accepted.

**Required Forms and Certifications.** Include all completed and signed forms, certifications, and acknowledgments required by the RFP.

## SECTION 4 – PROPOSAL EVALUATION

Proposals will be evaluated based on the following criteria:

Evaluation Criterion	Weight
Technical compliance and proposed system	30%
Company experience and past performance	20%
Project approach, installation plan, and schedule	20%
Warranty, training, and technical support	10%
Price	20%

CARTA may request clarification, conduct interviews or demonstrations, verify references, and negotiate with the highest-ranked Proposer. Award will be made to the responsible Proposer whose proposal is determined to provide the best value to CARTA. CARTA reserves the right to reject any or all proposals and to waive minor informalities or irregularities.

## SECTION 5 – GENERAL CONDITIONS

**Preparation of Proposals:** All costs associated with the preparation and delivery of a Proposal are the sole responsibility of the applicable Proposer. Proposers shall not include any such expenses as part of the price proposed in response to the RFP.

**Proposal Inquiries:** Communication by any Proposer with any agent or employee of CARTA or about this RFP, or the pending process may result in the Proposer being deemed ineligible with regard to this RFP. All questions and requests for clarification regarding this RFP or this process must be submitted in writing to Jason McGarry, Procurement/Contracts Administrator at [jasonm@bcdkog.com](mailto:jasonm@bcdkog.com). Any correction or changes to this RFP will be made by written addendum only and will be distributed to all known recipients of the RFP document.

**Subcontracting:** If subcontractors are necessary to complete any functions of this requirement, the Proposer must list their names and business locations of any proposed subcontractors, with their submitted Proposal Form. CARTA reserves the right to review and approve any subcontractors proposed by the Respondent.

**Exceptions to RFP:** All exceptions taken by Proposer must be specific. The Proposer must clearly indicate what alternative is being offered to allow CARTA a meaningful opportunity to evaluate the Proposal. Submitting an alternative proposal does not relieve the Proposer from submitting the Minimum Requirements as stated in the RFP. CARTA is under no obligation to accept any proposed exceptions or alternatives.

**Single Proposal Response:** If only one Proposal is received in response to this RFP and it is found by CARTA to be acceptable, a detailed price/cost proposal may be requested of the single Proposer. A price or cost analysis, or both, possibly including an audit, may be performed by or for CARTA of the detailed price/cost proposal in order to determine if the price is fair and reasonable.

**Opening of Proposal:** Proposals will not be publicly opened. All Proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation, and selection process. Only the members of

the Evaluation and Selection Committee and other CARTA officials, employees and agents having a legitimate interest will be provided access to the Proposals and evaluation.

**Confidentiality:** Upon receipt at CARTA, your Proposal is considered a public record except for material, which qualifies as “trade secret” information under SC FOIA. To properly designate material as Confidential/Trade Secrets.

**Reservation of Rights to Change Schedule:** CARTA shall ultimately determine the timing and sequence of events resulting from this RFP. CARTA reserves the right to delay the closing date and time for any phase if CARTA staff believe that an extension will be in the best interest of

**Reservation of Rights to Amend RFP:** CARTA reserves the right to amend or cancel this RFP at any time during the process if it believes that doing so is in the best interests of CARTA. Any addenda will be posted on the CARTA website and is the responsibility of the Proposer to include any addenda with their proposal.

**Additional Evidence of Ability:** A Proposer shall be prepared to present additional evidence of its experience, qualifications, ability, products, service facilities, and financial standing if requested by CARTA.

**No Collusion or Conflict of Interest:** By responding to this RFP, the Proposer shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Proposer submitting a separate response to this RFP and is in all respects fair and without collusion or fraud.

**Withdrawal for Modification of Proposals:** Proposers may change or withdraw their Proposals at any time prior to Proposal opening; however, no oral modifications will be permitted. Any proposal or modification received at the office designated in the solicitation after the exact time specified for receipt will not be considered and will be returned to the Proposer unopened. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal, which is addressed in the same manner as the Proposal and received by CARTA prior to the scheduled closing time for receipt of Proposals, will be accepted.

**Compliance with Laws:** In submitting a Proposal, each Proposer agrees to make itself aware of, and comply with, all local, state, and federal ordinances, statutes, laws, rules, and regulations applicable to the Services covered by this RFP. Each Proposer further agrees that it will at all times during the term of the Contract comply with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but not limited to, Workers Compensation, the Fair Labor Standards Act (FLSA), Department of Labor and associated Section 5333b, the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work covered by this RFP.

**Protest Procedures:** All protests must be submitted to CARTA in writing (defined as being sent or received via letter or facsimile on official Proposer/agency letterhead or by electronic mail), with sufficient documentation, evidence, and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor, be signed by the Protestor, and be notarized. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by CARTA.

All protests must be directed in writing (defined as being sent or received via letter on official Proposer/agency letterhead) to:

Charleston Area Regional Transportation Authority  
5790 Casper Padgett Way  
North Charleston, SC 29406

**Review of Protests by FTA:** All protests involving contracts financed with federal assistance shall be disclosed to the FTA in accordance with FTA Circular 4220.1F. Protesters shall exhaust all administrative remedies with CARTA prior to pursuing protests with FTA. FTA limits its reviews of protests to: a grantee's failure to have or follow its protest procedures; a grantee's failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation.

**Conflicts of Interest:** No employee, officer or agent of CARTA shall participate in the selection or in the award of the Contract if a conflict of interest, real or apparent, would be involved.

**Gratuities:** CARTA'S officers, employees, and agents cannot solicit nor accept gratuities, favors, or anything of monetary value from Proposers or other parties with an interest in the selection of the award of the Contract.

**Clarification of Ambiguities:** Any Proposer believing that there is any ambiguity, inconsistency or error in this RFP shall promptly notify CARTA in writing of such apparent discrepancy. Failure to notify will constitute a waiver of claim of ambiguity, inconsistency, or error.

**Proposer's Obligation to Fully Inform Themselves:** Proposers or their authorized representatives are expected to fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting Proposals. Failure to do so will be at the Proposers own risk.

**Disclaimer:** Each Proposer must perform its own evaluation and due diligence verification of all information and data provided

## SECTION 6 – PRICE PROPOSAL

### CARTA VIDEO MIRROR SYSTEM PRICE PROPOSAL FORM

Proposer: \_\_\_\_\_

Contact: \_\_\_\_\_ Date: \_\_\_\_\_

Pricing shall include all equipment, materials, labor, installation, wiring, configuration, testing, training, shipping, travel, overhead, and profit necessary to provide a complete and operational video mirror system.

Item	Description	Qty.	Unit Price	Total Price
1	Complete video mirror system, including all required hardware, software, mounting components, wiring, installation, configuration, testing, documentation, and training	10	\$ _____	\$ _____
2	Any recurring software, licensing, cloud storage, or subscription cost for the initial ten (10) systems	1	\$ _____	\$ _____
3	Extended warranty or maintenance cost, if offered	1	\$ _____	\$ _____
<b>TOTAL PRICE FOR INITIAL TEN (10) SYSTEMS</b>				<b>\$ _____</b>

#### OPTIONAL FUTURE PURCHASES

CARTA may purchase up to one hundred (100) additional complete systems during the five-year contract term. No minimum quantity is guaranteed.

Contract Year	Description	Installed Unit Price
1	Complete video mirror system, installed, configured, tested, and accepted	\$ _____
2	Complete video mirror system, installed, configured, tested, and accepted	\$ _____
3	Complete video mirror system, installed, configured, tested, and accepted	\$ _____
4	Complete video mirror system, installed, configured, tested, and accepted	\$ _____
5	Complete video mirror system, installed, configured, tested, and accepted	\$ _____

#### Pricing Assumptions/Exceptions:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

## **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 of this 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 CARTA, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the Contract.

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

### **Program Fraud and False or Fraudulent Statements and Related Acts.**

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 afProposers the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above 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**

The following access to records requirements applies to this Contract:

Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee 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, 5339, or 5311.

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.

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)

### **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 Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The contractor's failure to comply shall constitute a material breach of this contract.

### **Termination**

- a. Termination for Convenience (General Provision)
  - CARTA 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 for the work it has completed consistent with its contract requirements. No contract close-out costs, and lost profits shall be paid to the Contractor. Termination will be effected by written notice at least ten (10) days prior to termination date. If the Contractor has any property in its possession belonging to CARTA, the Contractor will account for the same and dispose of it in the manner CARTA directs.
- b. Termination for Default (Breach or Cause)
  - 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, CARTA 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 CARTA 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, CARTA, 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
  - CARTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to CARTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within thirty (30) days after receipt by Contractor of written notice from CARTA setting forth the nature of said breach or default, CARTA 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 CARTA 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 CARTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by CARTA shall not limit CARTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

### **Equal Employment Opportunity**

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

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.

c. *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 subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **Disadvantaged Business Enterprise (DBE) Participation**

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%. A separate contract goal for DBE participation 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 CARTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

- The contractor must promptly notify CARTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The

contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of CARTA.

### **Incorporation of 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 2 CFR 200 and 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

### **Debarment and Suspension**

By signing and submitting its bid or proposal, the offeror certifies as follows:

The certification in this clause is a material representation of fact relied upon by CARTA. If it is later determined that the bidder or offeror knowingly rendered an erroneous certification, in addition to remedies available to CARTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment, and will be grounds for CARTA to terminate the agreement. The bidder or offeror 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 offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Resolution of Disputes, Breaches, or Other Litigation**

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CARTA's Executive Director. This decision shall be final and conclusive unless within five (5) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director. 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.

Performance During Dispute - Unless otherwise directed by CARTA, Contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between CARTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Charleston County of the State of South Carolina.

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

### **Disclosure of Lobbying Activities**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it

will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient

#### **Clean Air**

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

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

#### **Clean Water**

The 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 . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA

#### **Fly America**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

#### **Notification of Legal Matters Affecting the Federal Government**

The contractor is required to promptly notify CARTA of any current or prospective legal matters that may affect CARTA and/or the Federal government. The FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming of the Federal government as a party to litigation or a legal disagreement in any forum for any reason. This notification requirement shall flow down to subcontracts and/or sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220

#### **Prompt Payment**

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 CARTA. In addition, the contractor may not hold retainage from its subcontractors. The contractor must promptly notify CARTA whenever a DBE subcontractor performing work-related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount

of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of CARTA.

### **Seismic Safety Requirements**

The Contractor agrees that any new building or addition to an existing building will be designed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

### **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.

### **Safe Operation of Motor Vehicles Requirement**

*Seat Belt Use:* The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company A-60 rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AGENCY.

*Distracted Driving:* The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately owned vehicle when on official business in connection with the work performed under this agreement.

### **ADA Access**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

### **Prohibition on Certain Telecommunication Equipment and Video Surveillance Services or Equipment**

Consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), CONTRACTOR must not:

- (a) provide “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as part of its performance under this Contract, if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system; or
- (b) use such covered telecommunication equipment or services as a substantial or essential component of any system or as critical technology as part of any system, regardless of whether that use is in connection with performance of work under this Contract, subject only to the exception that covered telecommunications equipment or services may be provided or used if the equipment or services cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

### **Notification of Legal Matters Affecting the Federal Government**

The contractor is required to promptly notify CARTA of any current or prospective legal matters that may affect CARTA and/or the Federal government. The EPA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming of the Federal

government as a party to litigation or a legal disagreement in any forum for any reason. This notification requirement shall flow down to subcontracts and/or sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

Appendix B – Required Certifications

**CERTIFICATION AND RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify (Name and title of official)  
On behalf of \_\_\_\_\_ that: (Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name \_\_\_\_\_  
Type or print name \_\_\_\_\_  
Signature of Authorized representative \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Signature of notary and SEAL \_\_\_\_\_

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

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**Instructions for Certification:** By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180.
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    1. Debarred
    2. Suspended
    3. Proposed for debarment
    4. Declared ineligible
    5. Voluntarily excluded
    6. Disqualified
  - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
    2. Violation of any Federal or State antitrust statute, or
    3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
  - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
  - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
  - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
  - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
    1. Equals or exceeds \$25,000,
    2. Is for audit services, or
    3. Requires the consent of a Federal official, and
  - g. It will require that each covered lower tier contractor and subcontractor:
    1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
    2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      - a. Debarred from participation in its federally funded Project,
      - b. Suspended from participation in its federally funded Project,
      - c. Proposed for debarment from participation in its federally funded Project,
      - d. Declared ineligible to participate in its federally funded Project,
      - e. Voluntarily excluded from participation in its federally funded Project, or
      - f. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

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**Certification**

Contractor \_\_\_\_\_  
Signature of Authorized Official \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Name and Title of Contractor's Authorized Official \_\_\_\_\_

**Disadvantaged Business Enterprise (DBE) Certification**

Has your Proposer been certified by the state of South Carolina as a Disadvantaged Business Enterprise?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If no, has your Proposer been certified by any other US State, Territory or Protectorate as a Disadvantaged Business Enterprise?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, attach copy of current certification letter.

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge

Proposer/Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_