

Central Midlands Regional Transit Authority



Central Midlands Regional Transit Authority Information Technology
(IT) Management and Support Services
Request For Proposals

Columbia, South Carolina Date:
October 12, 2022

Due Date: December 14, 2022

Time: 4:30 P.M.

Receipt Location:
The COMET Administrative Offices ATTN:

Alicia Pearson

Procurement and Compliance Manager

3613 Lucius Rd

Columbia, SC 29201

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PUBLIC NOTICE

REQUEST FOR PROPOSALS (RFP)

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

The Central Midlands Regional Transit Authority (The COMET) will accept proposals from qualified Proposers that can provide Information Technology (IT) Management and Support Services. The Contract resulting from this RFP shall be known as the "IT Management and Support Services" Contract.

All proposals must be submitted by December 12, 2022. Please reference the RFP document(s) for submission requirements. The COMET encourages the use of recycled paper, and where practicable, printed on both sides, for all submittals.

There will be a not be pre-proposal conference for this RFP. All

proposal responses should be mailed or delivered to:

The COMET Administrative Offices ATTN:
Alicia Pearson
Procurement and Compliance Manager
3613 Lucius Rd.
Columbia, SC 29201

For a copy of the RFP, please contact Alicia Pearson, Procurement and Compliance Manager at apearson@thecometsc.gov. A copy of the RFP is also posted on The COMET website. Please include your name, contact information (e-mail and mailing addresses, telephone number), including how you want to receive a copy of the RFP, and the name of the organization, firm or company you are representing.

TIMETABLE

<u>Date and Time</u>	<u>Action</u>
October 14, 2022	Publish/Release RFP
November 4, 2022	Questions from Proposers
November 22, 2022	Response to Questions to Proposers
December 14, 2022	Proposals Due to CMRTA
January 9, 2022	Interviews with Proposers
To Be Determined	Board of Directors Meeting, award of Contract
To Be Determined	IT Management and Support Services Contract

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

A. GENERAL INFORMATION

1. Ethics and No Contact Policy. After issuance of this RFP, Proposers, or anyone acting directly or indirectly on behalf of a Proposer or a subcontractor shall not discuss or submit inquiries about this RFP in any way with any of The COMET's employees, agents, or elected or non-elected officials, or a member of the Board of Directors, other than the Procurement and Compliance Manager, Alicia Pearson, apearson@thecometsc.gov. Any communication with the Procurement and Compliance Manager must be in writing and submitted as required in this RFP. The foregoing restriction expires once the IT Management and Support Services Contract has been executed. Violation of this restriction may result in disqualification of the Proposer for the award of the IT Management and Support Services Contract, suspension or debarment, and may constitute a violation of the South Carolina Ethics Act S.C. Code Ann. § 8-13-100, et seq. The prohibition contained herein does not apply to interviews with the Selection Committee, where such interviews are initiated by the Contracting Officer with a Proposer as provided in this RFP.

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

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

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

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

B. TERMS AND CONDITIONS

1. Non-Discrimination.

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

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

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

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

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

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

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

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

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

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

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

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

8. Insurance. The Contractor shall provide insurance as follows:

- a. The Contractor shall procure professional, errors and omissions, public liability and property damage liability insurance from a company that is authorized to write insurance in the state of South Carolina and is in good standing with the South Carolina Insurance Commissioner to protect The COMET, its Board of Directors, officials, employees, agents and volunteers, as well as the Contractor and its employees.
- b. The Contractor shall provide The COMET with evidence of such insurance; together with an appropriate endorsement that such insurance will not be cancelled without thirty (30) days prior written notice to The COMET (cancellation of insurance shall constitute an event enabling The COMET to immediately terminate this Contract).

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

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

11. Contractor Solely Responsible for Performance/Subcontractors. The Contractor will be solely responsible for performance under this Contract. The COMET will rely upon the Contractor for full, complete, and satisfactory performance under the terms and conditions of this Contract and for any relief, or judgment which may be requested by The COMET against the

Contractor or which may be entered against the Contractor in any litigation which may arise under this Contract or the relationship between the parties. If the Contractor's services provided for hereunder include services, equipment or materials supplied by a subcontractor, the Contractor must act as the Contractor and assume full responsibility for any subcontractor's performance. The Contractor will be considered the sole point of contact regarding all situations, including payment of all charges and the meeting of all other requirements

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

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

14. Disputes.

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Contract shall be resolved exclusively by the Procurement Appeals Panel in accordance with The COMET's Procurement and Contract Administration Policy, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. As used in this paragraph, the term "Contract" means any transaction or agreement arising out of, relating to, or contemplated by the RFP or a future Contract.

(2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

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

otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' Contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "The COMET" means itself, its member agencies, departments, Board of Directors, and all their respective officers, agents, volunteers, and employees. Any term or condition is void to the extent it requires The COMET to indemnify, defend, or pay attorney's fees to anyone for any reason based on the South Carolina Tort Claims Act.

C. PROCUREMENT PROCESS

1. Procurement and Compliance Manager. Alicia Pearson is the Contracting Officer for this RFP and all contact regarding any aspect of this RFP shall be made to Alicia Pearson. All contact shall occur by e-mail to apearson@thecometsc.gov, except as otherwise authorized herein.

2. Submission of Questions. All questions, comments, requests for information or clarifications regarding this RFP must be submitted as indicated below no later than 4:30 p.m., November 4, 2022, Eastern Daylight Time. (EDT) All questions, comments, requests for information or clarifications should, to the highest degree possible, cite the specific RFP section and paragraph number(s) to which the question refers. All questions, comments, requests for information or clarifications regarding this RFP should include the identity of the sender, Proposer name, mailing address, telephone number, and e-mail address. Email is the required method for submitting questions to apearson@thecometsc.gov with the subject line: "Questions: The COMET IT Management and Support Services RFP". Submit questions in Microsoft Word format.

3. Response to Questions. The COMET's Response to Questions, Clarification and Subsequent Amendment: All responses to questions submitted to The COMET shall be answered November 22, 2022 by 4:30 p.m. EDT by written amendment issued by the Contracting Officer to all persons that requested the RFP from the Contracting Officer. No oral responses provided during the site visit or at the pre-proposal conference are binding on The COMET.

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

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

4. Submission of Proposals.

A. SCFOIA. All proposals received become the exclusive property of The COMET. At such time as the IT Management and Support Services Contract is agreed to by the Contractor and the Board of Directors, all proposals submitted will become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal that constitute confidential and proprietary information or trade secrets as those terms are used in the South Carolina Consolidated Procurement Code (S.C. Code Ann. § 11-35-410) and the Freedom of Information Act (S.C. Code Ann. § 30-4-40(a)(1)) and that are so marked in the proposal 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 SCFOIA request. The COMET shall not in any way be liable or responsible to any Proposer or other person for any disclosure of any such records or portions thereof, whether the disclosure is deemed to be required by law, by a court order, and/or occurs through inadvertence, mistake, or negligence on the part of The COMET, its officers, agents, or employees. Any legal costs associated with determining confidential information is excluded or included in a SCFOIA request is at the expense of the Proposer.

B. Proposal Format. Proposals must be received at The COMET by 4:30 p.m. EDT on December 14, 2022. Proposals in response to this RFP shall be considered received at the time received by The COMET. The COMET will not accept late proposals. Proposals received after the time and date will be returned unopened at the Proposer's expense and the Proposer will be disqualified. Proposers shall submit the proposals in two parts, the technical proposal, and the pricing proposal. The Proposals shall consist of:

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

b. A CD or USB Drive containing one (1) .pdf copy of the Proposer's technical proposal as presented and one (1) .pdf copy of the Proposer's technical proposal redacted with confidential information redacted in accordance with the definitions of the SCFOIA.

c. Six (6) bound hard copies of the Proposer's technical proposal.

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

Mark parcel as "IT Management and Support Services Proposal" AND "Do Not Open with Regular Mail." Proposals shall be delivered to:

Alicia Pearson, Contracting Officer
(Procurement and Compliance Manager)
The COMET
3613 Lucius Road
Columbia, SC 29201

5. Opening of Proposals. At the designated time for receipt of the proposal packages, they will be opened and listed for the record of receipt. The packages will be secured and made available exclusively to the Selection Committee, select support staff, and, if necessary Legal Counsel.

6. Start-up. Unless otherwise agreed up during Contract negotiations, the Contractor is expected to start providing services under the Contract beginning the first day of the month after the Contract is executed or at such other time as the start date is set by The COMET.

7. Reservation of Rights. The COMET reserves the right to seek clarification and to request supporting documentation and Proposers shall comply with these requests.

8. Award Notification. Notice of “intent to award” a Contract will be sent via email to all Proposers that submitted a proposal. Any amendments to this solicitation will also be provided to all known interested Proposers. Award will be made to the most responsive and responsible Proposer whose proposal provides the “best value” as defined by the Federal Transit Administration and is determined to be most advantageous to The COMET. Proposers agree to adhere to all applicable State, Federal and local laws, and regulations. Applicable laws and regulations will be attached to the Contract, including necessary Federal Transit Administration clauses, certifications, and assurances. The successful Proposer will be required to sign a standard “Proposer Certification- Non-Collusion” and “Proposer Certifications-Debarment” form. (Appendix A).

9. Protests. Protests to this solicitation or Contract award must be in accordance with The COMET protest procedures contained in The COMET’s Procurement and Contract Administration Policy. A copy of the Procurement and Contract Administration Policy is posted on The COMET’s website or is available by contacting the Contracting Officer.

PART 2: SCOPE OF SERVICES.

Central Midlands Regional Transportation Authority, (The COMET) is seeking a qualified Information Technology (IT) Proposer to provide management and technical support to The COMET staff and support the onboard technologies that we have. Tasks include the following:

- ❖ Full time IT Manager onsite at The COMET, located at 3613 Lucius Road, Columbia, SC, Monday-Friday between 8:00 a.m. and 4:30 p.m., with on-call support after hours and weekends
- ❖ Provides email support, including management of email system and creation of email addresses.
- ❖ Management of domains and website - There are no design services required. We are expecting the management of the website to include, posting of information in the correct places.
- ❖ Create and manage intranet site for The COMET employees to use
- ❖ Create, manage, and organize Microsoft SharePoint site for work collaboration
- ❖ Create, manage, and organize Microsoft OneDrive for each employee – up to 12 employees when fully staffed with a mix of Windows laptops and Apple iPads and two Macintosh
- ❖ Manage the document management system
- ❖ Manages and supports technology resources including hardware, software, web applications, etc.
- ❖ Develops training/policy material and trains staff as necessary to continually improve their ability to use software and hardware resources
- ❖ Develops and ensures compliance with The COMET’s IT and Internet policies.
- ❖ Coordinates with any software, hardware, or networking vendors to diagnose and resolve problems, if needed
- ❖ Monitors system health, log events, ensures adequate virus protection, and removes unauthorized software

- ❖ Leads The COMET's Business Continuity and Disaster Recovery Plan and ensures that all processes are in place to ensure continuous operations and that the most up-to- date recovery options are available including coordination off-site storage and emergency operations
- ❖ Always manages stringent confidentiality and security procedures to protect client data and to ensure compliance with Health Insurance Portability and Accountability Act (HIPAA)
- ❖ Provide after-hours support which may include nights and weekends
- ❖ Coordinate with The COMET's contractors regarding use of The COMET's IT and ITS including programming changes as necessary.
- ❖ Other IT related duties as directed by the Executive Director/CEO or designee.

PART 3: PROPOSAL CONTENT REQUIREMENTS

Ability to perform diagnostics and troubleshooting of complex systems. Ability to learn new technologies and concepts rapidly. Experience managing mixed IT environment; servers (Window and Linux). VoIP, networks, security cameras, Office 365, and specialized technology.

Central Midlands Regional Transportation Authority (The COMET) is requiring the (IT) Proposer to provide management and technical support to The COMET staff and support the onboard technologies that we have. Requirements include the following:

- ❖ Exceptional written and oral communication skills; strong documentation skills.
- ❖ Exceptional interpersonal skills, with a focus on rapport-building, listening, and questioning skills.
- ❖ Must be goal-oriented, display positive attitude, and ability to quickly react to changing business demands, aggressive deadlines, and demanding hours in fast-paced environment.
- ❖ Strong interpersonal skills and the ability to listen and explain solutions to non-technical users in a concise manner.
- ❖ Ability to analyze and interpret data.
- ❖ Ability to communicate orally and in writing in a clear and straightforward manner.
- ❖ Ability to communicate with all levels of management and company personnel.
- ❖ Ability to prioritize and work independently to handle multiple projects and tasks.
- ❖ Ability to make decisions and solve problems while working under pressure.
- ❖ Ability to show judgement and initiative to accomplish job duties.
- ❖ Flexibility, "Can-Do" attitude, and the ability to provide outstanding customer service are essential requirements.

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

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

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

B. REQUIREMENTS FOR EACH TECHNICAL PROPOSAL:

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

Tab 1: Qualifications and Understanding of the Project: Based on information contained in this RFP, the Proposer should outline the major issues as they understand them for this specific project. This need not be a lengthy nor comprehensive analysis, as the purpose of this submission is not to complete all technical research necessary for this project. It is simply an effort to determine the extent to which the Proposer understands the scope.

Tab 2: Key Personnel and Approach: A description of the Proposer's technical approach to the project shall be specific and detailed enough to illustrate that the proposer has necessary knowledge to perform the services outlined. Please include the names of professional, technical and management personnel who will be assigned to this project. Briefly discuss their areas of expertise and relevant background. Resumes must be included as an appendix to the proposal. PLEASE DO NOT INCLUDE COST INFORMATION FOR EACH POSITION IN THIS SECTION. You should also describe the overall organizational structure of your company. Identify the person(s) responsible for managing and supervising this Contract and the location of the managing office. Also include the person that will be housed at The COMET's Administrative Offices.

Tab 3: References. Proposers should outline the experience of the Proposer in conducting similar work in similar situations. Please restrict your descriptions to projects that were performed largely by individuals who will be assigned to this project. This element should provide a basic description of the project and how it is similar to the areas outlined in this scope of work. Consideration will be placed on Proposer experience with public transportation systems, and documentable results. Provide a list of services that are provided by your firm, organization, or company. Client reference contacts (name, phone number, e-mail address, contacted organization primary contact name, brief description of services provided, and date contacted) must be included. A minimum of four references should be included of similar size and complexity. The COMET reserves the right to contact any or all the listed references or references discovered, but not named in the proposal.

Include a list of projects currently in progress or completed within the last two years which are relevant to the type of project effort proposed. Include the names, addresses, and telephone numbers of contact points with those clients. The COMET reserves the right to request information from any source.

Tab 4: Disadvantaged Business Enterprise (DBE) Goal. The IT Management and Support Services Contract may or may not be funded using Federal grant funds. However, The COMET is committed to spending its funds in a fair manner consistent with encouraging utilization of women, minority owned business enterprises as part of this Contract. To that extent, The COMET has established a DBE goal of 2 percent (2%) for this Contract. For any firm, organization, company identified in Proposer's proposal as a DBE vendor, the Proposer must include company's name, location, and type of work to be performed and the vendor's North American Industry Classification System (NAICS) certifications, the vendor has with the South Carolina Department of Transportation (SCDOT) and the percentage of the work to be performed under the Contract.

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

1. Signed and dated "Non-Collusion Certification" and "Government-Wide Debarment and Suspension" – Appendix A.
2. Signed and dated "Ethics and No Contact Form"—Appendix B.
3. Signed and dated copy of "DBE Disclosure Form"—Appendix C.
4. Signed and dated copy of Federal Transit Administration clauses – Appendix D.
5. Price Proposal Form (if provided) – Appendix E.

C. PRICE PROPOSAL: The Price Proposal must include all costs associated with the services in this Contract identified in this RFP. If there are additional costs associated with the provision of services in this Contract not identified in the Scope of Work, Proposer shall identify the same as part of its Price Proposal. The form may be attached hereto at Appendix E, shall be completed, and signed by the Proposer. If no Price Proposal form provided, please provide your own, The Proposer must submit the Price Proposal in a separate sealed envelope marked "Price Proposal" Failure to submit separate technical and pricing proposals will result in rejection of the entire

proposal. Prices shall remain Proposer for the initial term of the Contract. Any future increases beyond the initial term of the Contract shall be based on the Consumer Price Index for All Urban Consumers (CPI-U) for the South.

PART 4: EVALUATION AND AWARD

- A. Evaluation of Proposals. A pre-evaluation review of each proposal will determine if the Proposal is responsive to the essential requirements of this RFP. The Selection Committee will evaluate all responsive proposals.

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

The Selection Committee will evaluate and score the proposals based on the technical proposal and appendices provided by the Proposer. Proposals shall be evaluated using only the evaluation criteria stated in this RFP and there must be adherence to the assigned weighting. The Contracting Officer will score the price proposals and add to the Selection Committee’s scoring for each Proposer to determine the ranking of the Proposers from most advantageous to least advantageous to The COMET. The Selection Committee’s decision will be presented to the Board of Directors.

- B. Evaluation Criteria. Proposals will be evaluated according to the most qualified in the opinion of the Selection Committee. The Selection Committee reserves the right to contact and evaluate the proposer’s references; contact any proposer to clarify any response; contact any current clients of a proposer (regardless if they are listed as a reference or not) and solicit information from any available source deemed pertinent to the evaluation process. The Selection Committee shall not be obligated to accept the lowest priced proposal but shall make an award in the best interests of The COMET and that represents a “Best Value” as defined by the Federal Transit Administration.

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

Qualifications	40
Proposer Experience with Transit Agencies	25
DBE Participation	10
Price	25
Total	100

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

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

- C. NEGOTIATIONS. If necessary, as provided for in The COMET Procurement and Contract Administration Policy, negotiations will begin promptly following notification to the highest ranked Proposer. The COMET reserves the right to negotiate with the next ranked Proposer, as provided for in the Procurement and Contract Administration Policy.
- D. AWARD. The Selection Committee will present award decision to the Board of Directors at the next available Board of Directors meeting for approval, if required. When the Board of Directors votes to award a Contract, and negotiations, if any, have been completed, the notice of "Intent to Award" will be issued to all Proposers along with a notice to the unsuccessful Proposers' of their right to protest the award under The COMET's Procurement and Contract Administration Policy.

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

APPENDIX A

NON-COLLUSION CERTIFICATION

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

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other Proposer or with any other competitor:
2. Unless otherwise required by law, the prices quoted in this proposal have not been knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or to any other competitor prior to opening; and
3. No attempt has been made or will be made by the respondent to induce any other person, partnership, or corporation to submit or not submit a proposal for the purpose of restricting competition.

Signature

Date

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

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded, or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters. By signing and submitting its bid or proposal, the Proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by The COMET. If it is later determined that the Proposer or proposer knowingly rendered an erroneous certification, in addition to remedies available to The COMET, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature

Date

APPENDIX B

ETHICS AND NO CONTACT POLICY ACKNOWLEDGEMENT

After issuance of this RFP, Proposers, or anyone acting directly or indirectly on behalf of an Proposer) or a subcontractor (Subcontractor) shall not discuss or submit inquiries about this RFP in any way with any of The COMET's employees, agents, or elected or non-elected officials that are participating in The COMET (City of Columbia, Richland County, Richland County Legislative Delegation, Lexington County, Lexington County Legislative Delegation, City of Forest Acres, Town of Eastover, City of West Columbia, City of Cayce, Town of Springdale, or a member of the Board of Directors, other than the Contracting Officer, Alicia Pearson, apearson@thecometsc.gov. Any communication with the Contracting Officer must be in writing and submitted as required in this RFP. The foregoing restriction continues after a Contract has been executed. Violation of this restriction may result in disqualification of the Proposer for the award of the Contract, suspension, or debarment, and may constitute a violation of the South Carolina Ethics Act. The prohibition contained herein does not apply to interviews with the Selection Committee, where such interviews are initiated by the Contracting Officer with a Proposer as provided in this RFP.

Signature

Date

APPENDIX C

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

SCHEDULE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

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

The _____ will utilize the following:
(Name of Proposer)

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

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

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

Total % of Proposal Price Attributable to DBE: _____

Signature of Proposer: _____

Date: _____

APPENDIX D

NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

Signature

Date

FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD

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

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

Signature

Date

ACCESS TO THIRD PARTY CONTRACT RECORDS AND REPORTS

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

a. Record Retention.

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

b. Retention Period.

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

c. Access to Records.

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

d. Access to the Sites of Performance.

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

Signature

Date

CHANGES TO FEDERAL REQUIREMENTS 49

CFR Part 18

Contractor shall always comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between The COMET and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Signature

Date

TERMINATION

49 U.S.C. Part 18
FTA Circular 4220.1F

Termination for Convenience (General Provision)

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

Termination for Default - Breach or Cause (General Provision)

If the Contractor does not deliver supplies in accordance with the Contract delivery schedule, or if the Contract is for services, the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, The COMET may terminate this Contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract. If it is later determined by The COMET that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, The COMET, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

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

Signature

Date

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

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

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

Signature

Date

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS 49

CFR Part 26

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Program*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The COMET's overall goal for DBE participation is 5%. A separate Contract goal of 2% has been established for this Contract.

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

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

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

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

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

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

Signature

Date

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

The incorporation of FTA terms has unlimited flow down. Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether expressly set forth in the preceding Contract provisions. All Contractual provisions required by DOT, as set forth in the most current FTA Circular 4220, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any The COMET requests which would cause The COMET to be in violation of the FTA terms and conditions.

Signature

Date

BREACHES AND DISPUTE RESOLUTION 49

CFR Part 18

FTA Circular 4220.1F

Disputes - 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 The COMET. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Contracting Officer. 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 Contracting Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by The COMET, 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 or damage.

Remedies - Unless this Contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between The COMET 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 the State in which The COMET is located

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 The COMET or 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.

Signature

Date

LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, 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 a Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non- Federal funds with respect to that Federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier.

Signature

Date

CLEAN AIR

42 U.S.C. 7401 et seq

40 CFR 15.61

49 CFR Part 18

(1) 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.

(2) The 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.

Signature

Date

CLEAN WATER REQUIREMENTS 33
U.S.C. 1251

(1) 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 - 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.

(2) The 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.

Signature

Date

ENERGY CONSERVATION REQUIREMENTS 42
U.S.C. 6321 et seq.
49 CFR Part 18

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Signature

Date

NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS
23 U.S.C. Section 517(d) 23 U.S.C. §502

Intelligent Transportation System (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

Signature

Date

APPENDIX E

Cost Proposal

IT Management and Support Services

The Proposer listed on the attached cover sheet hereby submits its offer as indicated below in accordance with all provisions contained in the RFP. If this proposal is accepted by The COMET, this document and the referenced proposal documents shall constitute the entire agreement between the parties, and no changes will be recognized unless the parties agree in writing.

PLEASE INCLUDE ALL IT MANAGEMENT AND SUPPORT SERVICES RELATED COST IN THE MONTHLY RATE SECTION BELOW AS DESCRIBED IN THE SCOPE OF SERVICES.

The method of billing, rates for additional deliverables, third-party costs, out-of-pocket expenses, and markup/commission percentages, as well as payment terms and any interest charges for late payment should be fully detailed in the proposal.

MONTHLY RATE YEAR 1	OPTION RENEWAL MONTHLY RATE YR2	OPTION RENEWAL MONTHLY RATE YR3	OPTION RENEWAL MONTHLY RATE YR4	OPTION RENEWAL MONTHLY RATE YR5
\$	\$	\$		

Notes/Comments:

Each offer shall be made in accordance with the specifications or approved equals as described in the RFP herein.

I have carefully examined the RFP and have informed myself thoroughly regarding any and all conditions and requirements of the solicitation. Any additional information that is requested in the RFP is attached hereto.

Company

Authorized Signature

Address

Typed/Printed Name

City/State/Zip Code

Title

Phone Number

Date

Receipt of Amendment form

Acknowledgement of Addendum 1 Issued, by email and posted to the website.

Addendum 1 – The written questions submitted on or before November 4, 2022.

Firm Name: _____ Date: _____

Signature: _____ Title: _____

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

This Addendum 1 Is hereby issued to answer the following questions and makes amendments to the RFP as identified in the answers to questions as follows:

Questions:

1. How many individual users will need support?
2. Would you consider a bid that offers remote-support and will dispatch someone on- site when needed or are you only considering bids with someone staffed on-site Mon- Fri.?
3. What type of Wireless Access Points are on the buses? Are they managed by your current IT provider or is there another their party that manages those devices?
4. Can you clarify, "Management of internet domains and website.?" Is the bidder to provide website design service or just ensure that the Domains and SSL certificates are current and up to date?
5. What is your current Document Manager System? Is the bidder simply providing vendor management from your Document Management System provider or is the bidder responsible for organizing all the files on behalf of COM
6. What is your current Business Continuity and Disaster Recovery solution? How much data is being backed up and what is your Recover Time Objective (RTO)?
7. Is the VOIP system (server and phones) owned by the Transit Authority or HaaS from that vendor? They are not specifically mentioned in the RFP scope other than maintaining inventory.

Please remember all questions need to be submitted in writing and addressed to Alicia Pearson at apearson@thecometsc.gov or Alicia Pearson, Contracting Officer, (Procurement and Compliance Manager) 3613 Lucius Road, Columbia, SC 29201.

