

**PHONE SYSTEM REPLACEMENT
REQUEST FOR PROPOSAL
RFP #LRTA-2020-001**

**LOWCOUNTRY REGIONAL TRANSPORTATION
AUTHORITY (LRTA)**

d/b/a Palmetto Breeze

**25 Benton Field Road
Bluffton, SC 29910**

(843) 757-5782

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Lowcountry Regional Transportation Authority**REQUEST FOR PROPOSAL (RFP)
RFP #2020-001****LRTA Telephone System Replacement**

LRTA is seeking proposals for a VoIP telephone system. The scope of this Request for Proposal (RFP) is for IP Phones, network equipment (if specifically required by vendor), software, and training. However, if deemed in the best interest of LRTA, it reserves the right to pick and choose from the list of procured items, add and delete items and/or to order from multiple vendors. Copies of the Request for Proposals may be obtained by contacting Mary Lou Franzoni, Executive Director at mfranzoni@palmettobreezetransit.com

Email correspondence is preferred to ensure all queries are properly documented and responded to.

When requesting a copy of the RFP, leave your full name, company name, mailing address, email address, and telephone number (with area code).

Proposals (one [1] original and two [2] copies) will be received by the Lowcountry Regional Transportation Authority, 25 Benton Field Road, Bluffton, SC 29910, until:

December 16, 2020 – 4:00 PM

Proposals must be submitted on the forms provided, including all Exhibits. Please mark the envelope in which the proposal is submitted “Lowcountry Regional Transportation Authority Telephone System Replacement Proposal.”

As per the Specifications on file with and available from:

Mary Lou Franzoni, Executive Director
Lowcountry RTA
25 Benton Field Road
Bluffton, SC 29910
(843) 757-5782
mfranzoni@palmettobreezetransit.com

All proposals shall be subject to all applicable state and federal laws, subject to approval of a financial assistance contract between the Lowcountry Regional Transportation Authority, the S.C. Department of Transportation, and the Federal Transit Administration.

This Authority solicits and encourages Disadvantaged Business Enterprise participation. DBE’s will be afforded full consideration of their responses and will not be subject to discrimination. Proposers will be required to comply with the Lowcountry Regional Transportation Authority DBE Program goal requirement where applicable. A copy of the DBE Program can be found on our website at: www.palmettobreezetransit.com

The LRTA reserves the right to postpone, accept, or reject any and all proposals, in whole or in part, or to waive any and all informalities, as it deems in its best interest. Any person on the list of ineligible contractors for federally assisted projects is not an eligible proposer.

Anticipated Procurement Schedule

(Subject to Change)

PROPOSALS ADVERTISED	November 6, 2020
QUESTIONS/CLARIFICATIONS BY EMAIL	November 23, 2020
RESPONSE TO QUESTIONS/CLARIFICATIONS	December 8, 2020
PROPOSALS DUE DATE (No Later than 4:00 PM)	December 16, 2020
AWARD OF CONTRACT	
NOTICE TO PROCEED	

**SECTION I
GENERAL INFORMATION AND CONDITIONS**

1.0 The Contract Documents

The Agreement, the proposal, General Conditions and Specifications with all notes and or changes made thereon before signing of the Agreement are the Documents forming the Contract.

1.1 Financial Assistance Grant

Financial support of this project is provided through financial assistance grants from the Federal Transit Administration (FTA), South Carolina Department of Transportation (SCDOT) and LRTA. The successful proposer(s) and all subcontractors will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the Federal Transit Administration and the purchaser.

1.2 Approval by United States Department of Transportation

The award of a contract for labor and materials is subject to the concurrence of the United States Department of Transportation (DOT).

1.3 Federal Regulations

The contract between Lowcountry Regional Transportation Authority and the successful Proposer is subject to the Federal Transit Administration Circular 4220.IF "Third-Party Contracting Requirements" dated November 1, 2008.

1.4 Intent of Specifications

It is the intent of these Specifications to take advantage of the latest advances in industrial design and construction. It is the intent to specify durable materials most suitable for LRTA considering such facts as may be reasonably and properly taken into account. Only new materials, produced by manufacturers who have demonstrated experience in this field will be considered. The units offered shall be of the latest design in current production. The proposal shall include a complete description of each major component to be furnished, including materials, manufacturer, model number or other specific identifications.

1.5 Compliance with Specifications

In all cases, materials must be furnished as specified, but where brand names are used, consider the terms "or approval equal" to follow. However, written approval for any proposed "equal" must be received before the scheduled proposal opening. All proposals received shall remain in effect 30 days after proposal opening. Invoices shall be furnished upon shipment and payment shall be made net thirty (30) days from system acceptance.

1.6 Award of Contract

LRTA will evaluate proposals and will make an award to the proposer whose proposal represents the best overall value and fit with LRTA's organizational needs and requirements. Evaluation and award will occur in the manner detailed in Section III PROPOSAL EVALUATION AND SELECTION PROCESS (Page 27)

1.7 Term of Payment

The contractor shall submit billing in accordance with the terms of the executed contract and based on services performed, or materials provided. Upon acceptance of the services and materials by LRTA, payment will be made net thirty (30) days according to the stated terms.

1.8 Taxes

LRTA is exempt from payment of all federal, state and local taxes in connection with this purchase and said taxes shall not be included in the bid price. LRTA will provide necessary tax-exempt certificates.

1.9 Materials Warranty

The proposer shall assume responsibility for all materials and accessories used in the equipment whether the same is made by the manufacturer or purchased ready-made from an outside source.

1.10 Delivery/Completion

Each proposal shall provide for the realistic delivery/completion of the project to the property of LRTA and the proposer shall state the earliest possible date for delivery/completion of the project.

1.11 Contractual Obligation of Proposer

Each proposal shall be submitted with the understanding that the acceptance in writing by LRTA of the labor and materials described therein shall constitute a contract between the proposer and LRTA, which shall bind the proposer on his part to furnish and deliver at this proposal price in accordance with the conditions of said accepted proposal and Specifications.

1.12 Warranty

The proposer shall warrant that all materials will conform to the published Specifications and will be free from defects in material workmanship and title. The product must be of first quality and the workmanship must be the best attainable. All materials furnished shall be subject to testing to assure compliance with contractual Specifications. The warranty period shall be one year from date of acceptance. If it appears that within one year from date of acceptance that any materials fail to meet the warranty specified above and the purchaser notifies the supplier promptly, the supplier shall thereupon correct any deficit, including nonconformance with the Specifications or bid award terms, whichever is applicable and, at his option and expense, either repair or replace any defective materials or parts.

1.13 Patents

The proposer shall assume all costs arising from the use of patented materials, equipment, devices, or processes not furnished by LRTA, used on or incorporated in the project and shall indemnify and save harmless LRTA, FTA, and their duly authorized representatives, from all suits of law, or actions of every nature for, or on account of, the use of any patented materials, equipment, devices or processes.

1.14 Inspection and Acceptance

All labor and materials, covered by these specifications, shall be subject to the inspection of LRTA. This inspection shall be made at the point of delivery or with the material installed. The point of inspection shall be optional with the purchaser and written acceptance shall take place within thirty (30) days of the completion of installation.

1.15 General

The supplier shall comply with all applicable federal, state and local laws. Sealed proposals shall be submitted in envelopes clearly marked "Lowcountry Regional Transportation Authority Telephone System Replacement" and must be received at the office of the Authority prior to the time noted in the Anticipated Procurement Schedule. Proposals received after the scheduled time of the bid opening time will not be considered.

1.16 Conditional Bids

Conditional bids, or those which take exception to the Specifications, will be considered non-responsive and will be rejected.

1.17 Proposal Forms

Bids must be submitted on forms provided. Bids submitted in any other form will be considered non-responsive and will be rejected. This includes cost proposals. Note that Exhibit F (DBE Certification) is

required to be completed and returned with submitted proposal. DBE Exhibits “G”, “H”, and “I” must be returned with submitted proposal regardless of applicability. If those Exhibits are not applicable please mark them with an N/A and include with remainder of submitted proposal.

1.18 Definition of Terms

The terms “manufacturer” – “supplier” – “contractor” used in these specifications means the concern or its duly authorized representative accepting the order to furnish and deliver material covered by these specifications. The terms “purchaser” – “LRTA” refers to the Lowcountry Regional Transportation Authority.

1.19 Errors & Omissions

The supplier will not be allowed to take advantage of any errors or omissions in the specifications. Full instructions to correct errors or omissions will be given to the supplier should errors or omissions be called to the attention of LRTA.

1.20 Packing and Shipping

All materials shall be packaged and shipped in a manner to ensure their receipt without loss or injury and to permit further handling if necessary. Small stock shall be securely bundled, bagged, boxed or crated. The supplier shall be responsible for and replace any material lost or damaged during transit of materials F.O.B. Bluffton. Each package shall be plainly marked indicating the kind and quantity of material, part number and the purchase order number of the LRTA.

1.21 Rejection

Failure of any of the material or of a sample or samples thereof to satisfactorily meet inspection will be cause for rejection of the material furnished under these specifications. The supplier shall pay rejected material transportation charges both ways.

1.22 Contract Changes

The Contracting Officer, at any time, by a written order, and without notice to the sureties make changes within the general scope of this contract, in any one or more of the following: (i) Drawings, designs, or Specifications; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the Contractor shall be notified in writing accordingly.

Any claim by the Contractor of the notification of change: Provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact; however, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

1.23 Interest of Members of or Delegates to Congress:

No member of, or delegate to the Congress of the United States, shall be admitted to any share or part of this contract or to any benefit arising therefrom.

1.24 Conflicts of Interest

No member, officer, or employee of the Public Body, Transportation Authority, or locality during his tenure or one year thereafter shall have any interest direct or indirect, in the Contractor, the Contract or proceeds thereof. Throughout the proposal review process and subsequent contract negotiations, proposers shall not discuss or seek specific information about this project with members of the Proposal Committee, LRTA Board or LRTA employees other than project manager, Mary Lou Franzoni.

1.25 State of South Carolina Non-Discrimination Clause

LRTA is a contract recipient of funds from the State of South Carolina. A condition for the receipt of the funds is that all subcontracts must certify to compliance with the Non-Discrimination Clause (Exhibit E).

1.26 Protest and Appeal Procedures

This procurement is conducted under contracting guidelines issued by the Federal Transit Administration (FTA) Circular 4220.1F dated November 1, 2008. All protest decisions must be in writing. A protester must exhaust all administrative remedies with LRTA before pursuing a protest with FTA. Under C4220.1F protests and appeals to FTA may be made only on the basis that LRTA does not have written protest procedures or failed to follow such procedures.

General Protest information:

- a. Bidders wishing to protest bid openings or bid awards may do so by giving written notice to Henry Criss, Director of Finance and Administration of LRTA. This notice must be given within five (5) calendar days after bid opening or bid award. The protestor must state in writing the grounds for protest and provide supporting documentation for their protest. A “no-bid” submittal does not make a business a “bidder” and eligible to protest.
- b. If LRTA determines a bid opening should be postponed due to a Protest, all bidders will be notified in writing.
- c. If the bids have been opened but a contract has not yet been awarded and a protest has been received in accord with Paragraph (a), LRTA will notify all bidders and will not proceed with the bid award until LRTA has submitted a written response to the protesting bidder and believes the protest to be resolved.
- d. If the award of the contract has already been made at the time that a bid protest is received, LRTA will notify the bidder that was given the award that a protest was filed and will delay the issuance of any Notice to Proceed until LRTA believes the protest has been resolved, unless the award of the contract is necessary to protect substantial interests of LRTA. Such written determination should set forth the basis of the determination.
- e. Failure of a protestor to comply with the procedures and the time limits stated in these procedures will result in dismissal of the protest by LRTA.
- f. If a protest is denied, bidders may appeal the protest in writing within five (5) calendar days of the decision. Appeals must be made by written notice to the Executive Director of LRTA.
- g. LRTA will notify FTA of all protests received on FTA funded solicitations. This notification will occur upon receipt of the protest.

All Protests shall include the following:

- a. Name and address of the protestor
- b. Identification of bid or proposal name
- c. Statement of the grounds of the protest
- d. Support in exhibits, evidence, or documents to substantiate any claim unless not available within the filing time, in which case the expected availability date shall be indicated; and
- e. Specific ruling requested from the Director of Finance and Administration of LRTA

No briefs or other technical forms of pleading or motion are required, but the protest and other submissions should be concise, logically arranged, and direct.

If the Director of Finance and Administration requires additional information from the protestor, using department, or from interested parties, such information shall be submitted within the time period established by the Finance Director. Failure to timely comply may result in consideration and resolution of the protest without the untimely filed information.

Hearing:

A hearing on the merits of the protest may be held at the discretion of the Director of Finance and Administration, with or without the request of the protestor, user department, or interested parties. The Finance Director shall establish the necessary procedures for a hearing. Requests for hearings should be made at the time of the filing of the protest or at the request for reconsideration. Written comments on the hearing may be submitted by any interested party. Any written comments must be received by the Director of Finance and Administration within five (5) days of the date on which the hearing was held, unless provided otherwise. Proposed contract termination shall be reviewed by LRTA legal counsel and, if determined to be required, notice of termination shall be issued by counsel.

Resolution:

The Director of Finance shall make a written determination on the merits of the protest as expeditiously as possible within thirty (30) days of receipt of all information or the date of any hearing held on the matter, whichever is later, and shall furnish a copy of the determination to the protestor, LRTA's legal counsel, and other interested parties who have requested a copy in writing.

The record for determination shall include:

- a. A copy of the protest.
- b. A copy of the bid or proposal submitted by the protestor and copy of the bid or proposal that is being protested.
- c. A copy of the solicitation, including the Specifications or portions, relevant to the protest.
- d. A copy of the abstracts of bids or proposals or relevant portions thereof.
- e. Any other documents which are relevant to the protest, including the contract, if one has been awarded.
- f. Findings and conclusions in the matter together with copies of supporting documentation. If the award was made after receipt of the protest, the statement shall include the determination required under part d of the General Protest Information noted previously.
- g. Statement of the resolution of the protest.

If the determination is that the proper procurement procedures were followed, when the written determination is sent to the protestor, the procurement procedure may resume.

If prior to the award the Director of Finance determines that a solicitation or proposed award is in violation of proper procurement procedures, then the solicitation or proposed award shall be cancelled. If after an award it is determined that a solicitation or award is in violation of proper procurement procedures and that the successful bidder or proposer did not act fraudulently or in bad faith, the Director of Finance and Administration, after consultation with legal counsel, shall determine whether:

- a. The award may be revised to comply with proper procurement procedures, if possible, provided that a determination is made that doing so is in the best interest of LRTA; or
- b. The award should be terminated.

If after an award it is determined that a solicitation or award is in violation of proper procurement procedures and that the successful bidder or proposer has acted fraudulently or in bad faith, the award shall be cancelled.

Reconsideration of a decision resolving a protest may be requested by the protestor, any interested party who submitted comments during the proceeding, or any using department involved in the protest. The request for reconsideration shall contain a detailed statement of the factual and legal grounds upon which the reversal or modification is deemed warranted, specifying any errors of law or fact. Request for reconsideration of a decision resolving a protest shall be filed not later than fifteen (15) days after issuance of such decision.

The final written determination of the Director of Finance and Administration shall be issued within fifteen (15) days of receipt of the request for reconsideration.

Appeals to Executive Director:

The protestor may request a meeting to review the protest with the Executive Director of LRTA or request a written determination from the Executive Director of LRTA indicating concurrence or non-concurrence with the final determination of the Director of Finance.

The request for review by the Executive Director must be filed within five (5) days after the final written determination of the Director of Finance and Administration.

The Executive Director's decision is the final determination for purposes of judicial review.

The Director of Finance and Administration and the Executive Director shall not receive, nor shall any person directly or indirectly involved in a protest receive any evidence, explanation, analysis, advice, whether written or verbal, regarding any matter at issue in a protest, without notice to all known parties with a direct interest in the proceedings.

1.27 Covenants Against Gratuities

If awarded the contract, the Contractor shall warrant that he or she has not offered or given gratuities (in the form of entertainment, gifts or otherwise) to any official or employee of LRTA or its operating contractor, with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of contract.

1.28 Assignment of Contract

The Contractor shall not assign or transfer any interest in the contract or delegate its performance of duties, except upon written approval of LRTA, which approval shall not be unreasonably withheld. Consent to assign, transfer or delegate any interest or performance on this contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract.

1.29 Insurance and Liability

Insurance

The awarded proposers shall obtain and maintain in full force and effect throughout the term of the Contract, such insurance and Workers Compensation Insurance as set forth herein. The awarded proposers shall assume full financial responsibility for its personnel, including all deductions of Social Security and withholding taxes and required contributions to state and federal unemployment compensation funds. Awarded Bidder shall include all Subcontractors as insured under its policies or shall furnish separate certificates or endorsements for each Subcontractor. All Subcontractors shall be subject to all of the requirements stated herein.

Awarded proposers shall provide Certificates of Insurance evidencing such coverage to LRTA before the commencement of any work under any Contract resulting from this proposal. Certificate of Insurance to show policy numbers, date of expiration, and limits of liability and further provide that the insurance will not be canceled or changed prior to ten (10) days after written notice of such cancellation has been mailed to LRTA.

- a. Comprehensive General Broad Form or Commercial General Liability: \$1,000,000 combined single limits per occurrence and \$1,000,000 annual aggregate covering bodily injury, personal injury and property damage.
- b. Workers' Compensation Statutory coverage, if and as required according to the State Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against LRTA.

Liability

As between LRTA as one party, and the Contractor as the other party, the Contractor is deemed to assume responsibility and liability for all damage, loss or injury of any kind or nature whatever to persons or property caused by or resulting from or in connection with any act, neglect, omission or failure to act on the part of the Contractor or any of his officers, agents, servants, employees or subcontractors in his or their performance of the work. The Contractor shall indemnify and hold harmless LRTA and any and all of its officers, agents, servants or employees from and against any and all claims, loss, damage, charge or expense, including attorney's fees, whether direct or indirect, to which any of them may be put or subjected to by reason of any such loss or injury. In addition to any other remedy authorized by law, so much of the money due the Contractor under the contract as shall be considered necessary by LRTA may be retained until disposition has been made of any claims for damages.

1.30 Advertising and Public Relations

LRTA reserves the right to review and approve any LRTA related copy prior to publication. The Contractor shall not allow any LRTA related copy to be published in the Contractor's advertisement of public relations program until submitting to LRTA related copy and receiving prior written approval from LRTA. The Contractor shall agree that the material published about or referring to LRTA and its equipment shall be factual and in no way imply that LRTA either encourages or supports the Contractor's firm or product.

1.31 Right to Know Disclosure

Information submitted as part of the successful bid/awarded contract will become public information and subject to "Right to Know Disclosure." The law is available at the State of South Carolina Freedom of Information Act site: <https://www.scstatehouse.gov/code/t30c004.php>

**SECTION II
SPECIFICATIONS AND SCOPE OF SERVICES****2.0 Scope of Work**

It is the intent of LRTA to purchase and implement a replacement telephone system. The objective of the procurement is to improve the operational efficiency and quality of services to our customers by upgrading the capabilities of our VoIP network. The following sections represent the core requirements of this proposal. With the exception of post-implementation system maintenance (which is optional), all proposals must contain comprehensive discussions of each requirement.

- a. Business and Technical Requirements
- b. System Implementation/Conversion Strategy
- c. Warranties
- d. Project Management
- e. Post-Implementation Maintenance Support (VENDOR OPTION)

For informational purposes, this scope of work includes Appendixes containing a Listing of Functional Requirements Profiles (FRP), Glossary of Functional Definitions by Term as well as a Listing of Functional Requirements Profiles.

2.1 Business and Technical Requirements

As discussed previously in this RFP, the current telephone system supports two operational departments. LRTA determined that the majority of business and technical requirements fall into two general categories determined essentially by whether a department is administrative or customer service in nature. To provide a clear presentation of LRTA's requirements to the vendors as well as to facilitate an objective framework to compile and evaluate proposed costs, LRTA organized these sets of business/technical requirements into Functional Requirements Profiles (FRP). The FRP's and their specific requirements are listed in Exhibit A of this RFP. All telephone system components must comply with industry standards for hearing impaired users.

The Cost Proposal Form of this RFP (Exhibit A) contains a chart listing the department's name, number of phones required, the corresponding FRP and any department-specific variations to the assigned FRP. The vendor will be required to enter the proposed replacement telephone system cost by individual department. In addition to the departmental costs, the vendor will be required to complete the Network Infrastructure section of the Cost Proposal Form listing the proposed equipment (routers switches software etc.) along with the overall costs. Proposed telephone systems must be able to accommodate a minimum of three (3) queues. These queues include:

- a. Dispatch/Reservations
- b. Information
- c. Emergency Operations Call Center

The proposed telephone system must also include architecture that will allow LRTA to integrate this system to a zone paging and intercom system.

The proposed telephone system must also include a feature that is in the existing Shared Ride scheduling module to automatically call the rider the business day before to confirm the rider's trip and allow the person receiving the call the ability to confirm or automatically cancel the trip if no longer needed. Confirmations must be captured and presented on a printable report so Shared Ride can manually cancel and remove the trip from the scheduling module. The current Shared Ride scheduling module can export the rider's contact and trip information in Excel format. Proposed telephone system must be able to import Excel files for this feature to work correctly.

The total of the departmental and network infrastructure costs shall constitute the vendor's not-to exceed cost proposal. Price amounts entered must include all costing factors (equipment, labor, peripheral and administrative costs). The vendor's proposed cost as reflected on this chart will represent the basis for LRTA's comparative project cost evaluation.

Since departmental requirements may change prior to final contract award (due to organizational and/or facility changes), the vendor will also be required to list a standard "Equipment Installation Cost" for each phone type (standard, blue-tooth wireless etc.). These costs will be used to adjust the final contract value once the successful proposal has been awarded.

2.2 System Implementation/Conversion Strategy

In this section, the proposer should present a comprehensive strategy that explains how LRTA will convert operations from its current telephone system to the new system. This strategy should discuss the sequence of steps to be performed, the timeframe necessary to perform these activities and what effect (if any) this conversion strategy will have regarding on-going operations (including telephone system down-time or periods of limited system capabilities. The conversion strategy should be aligned with the proposed project tasks and dependencies discussed in Section 2.4 in this request for proposal (Project Management).

2.3 Warranties

The proposer shall warrant that all materials will conform to the published Specifications and will be free from defects in material workmanship and title. The product must be of first quality and the workmanship must be the best attainable. All materials furnished shall be subject to testing to assure compliance with contractual Specifications. The warranty period shall be one year from date of acceptance. If it appears that within one year from date of acceptance that any materials fail to meet the warranty specified above and the purchaser notifies the supplier promptly, the supplier shall thereupon correct any deficit, including nonconformance with the Specifications or bid award terms, whichever is applicable and, at his option and expense, either repair or replace any defective materials or parts.

2.4 Project Management

The proposal must describe the proposed work product in detail, in the same format as used to describe the project Scope of Work herein. The proposal shall also include a detailed proposed project outline, indicating tasks, sub-tasks, anticipated task duration, anticipated contractor hours, dependencies and deliverables. The project outline must also indicate consultant assumptions regarding LRTA staff level support. Proposer shall provide this proposed project timeline in chart format, indicating tasks, sub-tasks and deliverables.

2.5 Post-Implementation Maintenance Support

For those vendors interested in providing telephone system support after the new system is operational, this section should discuss the following items:

- a. The overall level of support (ex. Level 2 help desk, on-site maintenance staff).
- b. The hours of support service (ex. 24/7, weekdays only)
- c. The guaranteed response times.
- d. Inventory levels for needed equipment and peripherals.

Proposed hourly rate for the first three years of service shall be quoted on the Cost Proposal Form.

2.6 Current Condition

Network Infrastructure – The LRTA Operating Center site consists of three (3) buildings, one (1) of which is a garage, one (1) operations building and one (1) administrative building all located at 25 Benton Field Road, Bluffton, SC 29910.

LRTA currently has 25 Avaya phones housed in three (3) buildings.

2.6.1 LRTA Conversions

New phone system must be Certified Compatible with Spectrum SIP

2.7 Contractor

As part of the pre-roll-out tasks, the vendor will analyze the Functional and Technical Requirements set forth in this request for proposal and provide the requested information regarding the associated requirements. The vendor will review and confirm all requirements and update the requirements list with any necessary changes to ensure the vendor and LRTA have a common understanding of all business and technical requirements. This gap-fit analysis will identify areas where LRTA may be required to change existing business processes to accommodate system functionality. The gap-fit analysis will be a critical point in LRTA-vendor relationship, as LRTA intends for this exercise to provide the opportunity for both parties to gain consensus on expectations and challenges involved in the system rollout.

To conduct the gap-fit analysis, LRTA expects that the vendor will review all business and technical requirements with LRTA staff in a series of onsite meetings. LRTA should come away from this analysis with a clear understanding and agreement of how the vendor intends to address its specific system needs and determine if any additional resources are needed.

2.8 Listing of Functional Requirements

Listing of Functional Requirements Groups:

Proposals shall address the following functional and technical requirements in all four categories: Specific Departmental (Administrative & Customer Service), Group, Voicemail, and Per Extension. The proposed system must meet or exceed each criterion. Respondents must complete Attachment, “Ability to provide Functional Requirements” checklist document. Respondents will place a check in a yes, no, or alternative box. All proposed alternatives must be explained in detail and submitted with the completed excel sheet. If an alternative box is checked for a functional requirement, and no description of the alternative is included with the submission of the excel sheet, it will be deemed non-responsive and considered a “no” response to the associated functional requirement.

LRTA is requesting the following features for the following departments. Administrative

A1	Standard Phone with Wired Headset with up to 3 Lines
A2	Volume Control
A3	Speed Dial
A4	Digital Directory with a Minimum Storage Capacity of 20 Contacts
A5	Caller ID
A6	LCD Readout
A7	Speaker Phone
A8	Flash Button
A9	International Call Capacity
A10	Programmable Ring
A11	Call Forwarding Internal and External
A12	Follow Me

Customer Service

C1	Standard Phone with up to 3 Lines
C2	Blue Tooth Headsets
C3	Call Monitoring
C4	Queueing with the Ability to Track Calls in the Queue
C5	Volume Control
C6	Speed Dial
C7	Digital Directory with a Minimum Storage Capacity of 20 Contacts
C8	Caller ID
C9	LCD Readout
C10	Speaker Phone
C11	Flash Button
C12	Programmable Ring
C13	Internal System Call Forwarding
C14	External System Call Forwarding w/Speed Dial Feature

LRTA is requesting that the system have the following features. Groups

G1	Integrated Staff Directory
G2	End-user interface for configuring devices
G3	Programmable auto-attendants
G4	IVR capabilities with auto-attendant
G5	Programmable Call Queue
G6	Conforms to FCC requirements for Enhanced 911 (explain process how you will meet these expectations)
G7	Four-digit extension dialing
G8	Hunt Groups
G9	Ability to tag an extension for reporting/billing purposes
G10	Failover for extensions
G11	Announcement line
G12	9-1-1 notification
G13	Ability to answer any extension within hunt group from one phone without all phones within hunt group ringing
G14	Reporting for call queues including; Number of incoming/outgoing Time to answer Disposition of call (answered or forwarded) Extension handling call Lost/abandoned calls Hold times by extension
G15	Configurable day/night mode Hunt Groups
G16	Programmable call flow
G17	Always-on and On-demand call recording
G18	Ability to have electronic bill presentment broken down by extension and/or department, billable charges by extension, hunt group or DID
G19	Capability to replace an extension with spare phone (explain process)

TELEPHONE SYSTEM REPLACEMENT REQUEST FOR PROPOSAL

G20	Provide a wide range of phone types including but not limited to; Basic phone Soft phone Multiline phones Expansion ports for different locations (dispatch FT/PT, Shop, Customer Service, etc.) Wireless Phones Blue Tooth capable phones (dispatch FT/PT, Shop, Customer Service, etc.) Conference phones
G21	Programmable hold music/message by (dispatch FT/PT, Shop, Customer Service, etc.), Hunt Group, or extension
G22	Ability to block certain calls (e.g. 800's, nuisance callers, etc.)
G23	Ability to page a hunt group or all extensions
G24	Incoming fax to email
G25	D2A device for modems and/or faxes
G26	Dedicated Hunt Group of 4 phones and lines for EOC/Emergency Call Center Functions to also include an 8-Port 10/100 Switch with 4-port PoE

LRTA is requesting that the voicemail system have the following features. Voice Mail

V1	Time and Date of the call
V2	Extension or number of caller
V3	Message
V4	Save Message
V5	Delete Message
V6	Forward/Copy message to an extension
V7	Forward/Copy of message with annotation to extension
V8	Forward/Copy message to multiple extensions
V9	Email notification to recipient
V10	Voicemail forward/copy to email
V11	Remote voicemail retrieval (explain process)

**LRTA is requesting that phone extensions have the following:
Features**

F1	Call Hold
F2	Do Not Disturb
F3	Call Pickup from Extension
F4	Call Pick up from Hunt Group
F5	Call Waiting
F6	Call Transfer
F7	Call Forward All
F8	Call Forward Busy
F9	Call Forward no answer
F10	Voicemail
F11	Distinctive Ring
F12	Unique four-digit extension
F13	Enhanced 911 address
F14	DID number and/or Hunt Group Number
F15	Extension monitoring by light/display
F16	Incoming message/voicemail display

F17	Autodial
F18	Caller ID
F19	Three Way calling
F20	Conference Calling (include maximum number of participants)
F21	Follow me
F22	Speed Dial
F23	Memory Buttons
F24	Redial
F25	Outlook Integration
F26	Password or other restriction for billable long distance (explain process)
F27	Forward call to extension, voicemail, etc.
F28	Different messages for no answer or busy/DID

Glossary of Functional Definitions by Term

<u>Term</u>	<u>Definition</u>
9-1-1 Notification	A process where whenever an extension dials 911, an administrator is notified by either automated voice or text message containing that extension dialed
Announcement Line	A phone number that is not tied to a physical extension but will play a recorded message (e.g. Welcome to PALMETTO BREEZE TRANSIT)
Auto-Attendant	A process that answers calls to a Hunt Group, DID, or extension, and provides an interactive menu of options for the caller
Auto-Dial	A process where an extension automatically calls another extension or phone number when the handset is picked up.
Busy Redial	A process that allows an extension to repeatedly call another extension or phone number at regular intervals until it does not receive a busy signal.
Call Flow	A process that controls what happens with an incoming call. (e.g. Calls that ring an extension or Hunt Group that do not get answered after 4 rings go to voicemail/auto-attendant).
Call Forwarding	The Ability to forward a call to another extension or phone number.
Call Queue	A Process by which, when all extensions in a hunt group or DID are busy, the system will place the caller in a queue to wait for the next available extension. This feature would allow the caller to enter a “call back” number after waiting for a period of time without losing their place in the queue.
Call Recording	The ability for specific lines to have all calls recorded and stored in a manner for easy access from computers. (e.g. Customer Service, Dispatch)

TELEPHONE SYSTEM REPLACEMENT REQUEST FOR PROPOSAL

Call Waiting	The ability to place a call on hold and take an incoming call
Digital to Analog device	A device that that allows an analog device to use a digital phone line.
Day/Night Mode	A feature that turns off the Hunt Groups at a certain time and presents a separate call flow.
Dial in Direct (DID)	A single phone number that rings on a single extension
Do Not Disturb (DND)	A feature that prevents an extension from ringing. The call will follow the call flow designed for the extension.
Extension Monitoring	The ability for one extension to see whether another extension is currently on the line.
Failover	A process which calls a backup number when an extension is not available, either through phone or network failure
Follow me	A process by which an incoming call is rolled to another extension or phone number after a certain number of rings or time segment. (e.g. An incoming call to the director's extension will call the director's cell phone after the main extension does not answer for 20 seconds). Failed calls should go to the original extension's voicemail.
Hunt Group	A single phone number that has the ability to ring multiple extensions. Each department may have multiple Hunt Groups depending on its configuration.
Integrated Voice Response (IVR)	A process where a caller can use the phone keypad or verbal inputs to respond to or make selections in the phone system.
On demand Call recording	The ability to press a button or sequence of buttons to allow recording of certain phone calls.
Outlook integration	The ability to start a call from a phone number in an email or address book in Microsoft Outlook.
Overhead paging	The ability to page through a public address system or company phones.
Soft phone	A program that runs on a computer or mobile device
Speed Dial	A process that allows a sequence of buttons to call another phone number or extension
External Call Forwarding	The ability to forward an incoming call to a preset phone number outside of the LRTA telephone network.

2.9 Training

As part of the Project Scope, the selected vendor will develop, provide, and manage a detailed plan for training. This Training Plan must include the information described below.

- a. The role and responsibility of the system and/or roll-out vendor in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to LRTA end-users).
- b. The role and responsibility of LRTA staff in the design and implementation of the training plan.

- c. Overview of proposed training plan/strategy, including options for on-site and/or off-site training services, for the core project team, end-users, and technology personnel.
- d. Proposed training schedule for LRTA personnel of various user and interaction levels.
- e. Descriptions of classes/courses proposed in the training plan. (The vendor should specify the unit of measure for its training, e.g., units, classes, days, etc., and define the hours associated with these units of measure.) The vendor must be very clear about exactly what training courses are included in the cost of the proposal.
- f. The knowledge transfer strategy proposed by the software and/or roll-out vendor to prepare staff to maintain the system after it is placed into production.
- g. Detailed description of system documentation and resources that will be included as part of the roll-out by the vendor including, but not limited to, detailed system user manuals, “Quick Reference” guides, online support, help desk support, user group community resources, and others as available. It is LRTA’s intention that the selected vendor will coordinate the training of LRTA personnel in the use of its system/s and that satisfactory implementation of an approved training plan will be a key component of this project’s deliverables.

Documentation, including training manuals and agendas, will be provided by the offeror before each training session with LRTA staff.

2.10 System Documentation

As part of the Project Scope, the selected vendor will develop and provide documentation that describes the features and functions of the proposed application software. The documentation shall be provided for both users and the technical personnel who will administer and maintain the system. It is desirable that differing levels of documentation (user documentation and technical documentation) exist. The selected vendor shall provide documentation in web-based and PDF forms for each application module.

Offerors shall provide sample System Documentation as part of proposal submission, in accordance with the Submittal Response Format. In addition, offerors shall provide an overview of the system documentation that will be provided as part of system roll-out.

2.11 Implementation

All arrangements for implementation will be agreed upon between LRTA’s Project Manager and the Contractor’s representative assigned as the Contractor’s Project Manager. The Contractor’s Project Manager will regularly be available to the LRTA’s Project Manager to facilitate project implementation.

2.12 Shipment and Delivery/Confirmation of Operation

Contractor must, at all times, maintain adequate stock so that special orders and backorders are kept to a minimum in case of defective equipment. Failure to do so will result in documentation of the contract file and may prevent the award of future contracts. Special orders and/or backorders must be delivered as soon as possible, but in no circumstances later than 4 weeks from the date of order.

**SECTION III
PROPOSAL EVALUATION AND SELECTION PROCESS****3.0 Proposal Evaluation**

LRTA's Evaluation Committee will initially review and evaluate each proposal received to determine the Vendor's ability to meet the RFP requirements. The evaluation criteria described in Section 3.1 will be the basis for evaluation. The Evaluation Committee will review and evaluate the proposals received and will determine a competitive range of a minimum of two (2) proposals deemed the best suited to meet the needs of LRTA based on the scoring of the evaluation criteria. Responses to each criterion shall not exceed four (4) pages. (4-page limit for each criterion)

LRTA, at its sole discretion, reserves the right to have system demonstrations with those Vendors. Such demonstrations will be conducted at LRTA offices. Time limitations and demonstration requirements will be provided with the notification. Each Evaluation Committee member will score the demonstration. Demonstrations may involve a scripted demonstration as well as a demonstration "lab."

LRTA may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth below.

Detailed descriptions of the requested information (key factors) for the evaluation criteria listed below are located within section 3.2 of this solicitation. All respondents must review section 3.2 in conjunction with section 3.1 of this solicitation to ensure all evaluation criteria are answered in totality.

3.1 Evaluation Criteria

Criteria	Description
Past Performance/Experience	<p>Include a narrative description of your firm's experience and qualifications for the components being bid. Specific experience with similar organizations should be included. Experience should be related to work performed by individuals who will be assigned to this project as well as that of your company. Previous engagements referred to should be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted. Include a minimum of three (3) references.</p> <p>Respondents will be evaluated based on their ability to perform the requested services based on their past performance and references.</p>
Understanding the Problem	<p>This refers to the Proposer's understanding of the needs that generated the RFP, of the LRTA's objectives in asking for these services, and of the nature and scope of the work involved.</p> <p>Respondents will be evaluated based on your ability to state in succinct terms your understanding of the services required by the RFP</p>

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Soundness of Approach	<p>Emphasis here is on the techniques for collecting and analyzing data, sequence and relationships of major steps, and methods for managing the project. Of equal importance is whether the project approach is completely responsive to all written Specifications and requirements contained in the RFP and if it appears to meet LRTA objectives.</p> <p>Respondents will be evaluated based on your proposed:</p> <ol style="list-style-type: none"> 1. Work Plan, 2. Management Summary, 3. Scope of Work and Project Timeline <p>(Description of the Work Plan, Management Summary, and Scope of Work and Timeline listed on following page.</p>
Ability to Perform Work	<p>This refers to the ability of the Proposer to meet the terms of the RFP, especially the time constraint and the quality and relevancy of previous projects performed for similar organizations. This also includes the Proposer's financial ability to undertake a project of this size.</p> <p>Firms will be evaluated based on their financial ability statement and Consultant Information.</p>
Personnel Qualifications	<p>This refers to the competence of professional personnel who would be assigned to the project by the Proposer. Qualifications of professional personnel will be measured by experience and education, with particular reference to experience on audits similar to that described in the RFP.</p> <p>Respondents will be evaluated on your proposed personnel's qualifications and specialized experience.</p>
Price	<p>Refers to the overall proposal price</p> <p>All costs should be bound and sealed separately from the remainder of the proposal.</p>

3.2 Key Factors to Evaluation Criteria

a. Evaluation Criterion 1 - Past Performance/Experience

Key Factor 1.1- Prior Experience and References

Include a narrative description of your firm's experience and qualifications for the components being bid. Specific experience with similar organizations should be included. Experience should be related to work performed by individuals who will be assigned to this project as well as that of your company. Previous engagements referred to should be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted. Include a minimum of three (3) references.

b. Evaluation Criterion 2 - Understanding the Problem

Key Factor 2.1 - Statement of Services

State in succinct terms your understanding of the services required by this RFP.

c. Evaluation Criterion 3 - Soundness of Approach

Key Factor 3.1 - Work Plan

Describe in narrative form your approach (plan) for accomplishing the services listed in the Scope of Work (Section 2) of this RFP. The Work Plan shall include the following activities:

- a. A discussion of the business and technical requirements of this project from the

vendor's perspective. The vendor should specify the brand and model of all telephone system products (including software) as part of this discussion. The vendor is also required to provide a detailed discussion of the proposed infrastructure solution including the specific hardware and software products to be installed as well as any license or other annual fees associated with this solution. The vendor shall also clearly state whether the proposed solution is compatible with the Segra/Spectrum system architecture described in the Scope of Work.

- b. A discussion of the system implementation and conversion strategy to be employed by the vendor.
- c. A discussion of the user training program to be performed by the vendor. This plan should include a discussion of the training methodology (ex. "train the trainer") as well as customized training materials and training delivery. This plan should also discuss the vendor's perspective concerning the roles and responsibilities of LRTA staff in designing and implementing this plan.
- d. A discussion of the warranties included in the proposal.
- e. A discussion of the vendor's approach to managing the project. The vendor is required to designate a qualified staff member to serve as the project manager. This individual should be either on-site or readily available and will be LRTA's primary point of contact with the vendor during the project.
- f. At the vendor's option, a discussion of the post implementation support that will be offered. This section should include all of the requirements contained in the Scope of Work section of the RFP.

Key Factor 3.2 - Management Summary

Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

Key Factor 3.3 - Scope of Work and Timeline

The proposal must describe the proposed work product in detail, in the same format as used to describe the project Scope of Work herein. The proposal shall also include a detailed proposed project outline, indicating tasks, sub-tasks, anticipated task duration, anticipated contractor hours, dependencies and deliverables. The project outline must also indicate consultant assumptions regarding LRTA staff level support. Proposer shall provide this proposed project timeline in chart format, indicating tasks, sub-tasks and deliverables.

d. Evaluation Criterion 4 – Ability to Perform Work

Key Factor 4.1 – Financial Ability Statement

Key Factor 4.2 - Consultant Information.

All firms submitting proposals should state:

- a. Whether they meet applicable South Carolina State licensing requirements.
- b. Their policies regarding notification of changes in key personnel.
- c. Any relationship your firm has with LRTA.
- d. Whether they have been the object of any disciplinary action in the State of South Carolina during the past four years

e. Evaluation Criterion 5 – Personnel Qualifications

Key Factor 5.1 – Personnel

Include the number, and names where practicable, consulting staff who will be assigned to the project. Indicate the responsibilities each will have in this project and how long each

has been with your company and in their current roles. Include a resume or similar document indicating the level of education and experience for each consultant who will be assigned to this project. If you are unable to identify the personnel who will be assigned to this project, please provide a list of requirements (education and experience) needed to obtain each level in your organization. Identify subcontractors you intend to use and the services they will perform.

f. Evaluation Criterion 6 – Price

Key Factor 6.1 – Cost Submittal

All costs should be bound and sealed separately from the remainder of the proposal. Costs should not be included in the Technical submittal. Cost proposals must be completed as requested and must be completed on the Exhibit A Cost Proposal Form” that is found in Section V. The cost submittal should include the completion of the appropriate sections of the Cost Proposal Form. These sections include:

- a. Section 1- Departmental Functional Requirements- This section outlines the telephone system requirements by department. Each departmental sub-section lists the department name, number of phone users, the associated Functional Requirements Profile (FRP- See Exhibit A)) and any department-specific variations to the associated FRP. A total proposed cost must be entered for each department.
- b. Section 2- Network Infrastructure Requirements- The vendor is required to list the specific hardware components (including brand and model) along with any required software. A total implementation cost should be entered. The vendor should separately note any software licensing or other costs (ex. annual maintenance fees) in this section. These additional costs should not be included in the total cost proposal for this section.
- c. Section 3- User Training Requirements- The vendor shall enter the total amount for the user training activities contained in their corresponding proposal.
- d. Total Cost Submittal Amount- This amount, which is the total of Sections 1-4 should represent the total contract value proposed by the vendor.
- e. Post Implementation System Maintenance Support-Those vendors interested in providing post system maintenance support should list the first three years’ annual costs. These amounts are exclusive of the required total contract amount referenced in the previous paragraph.

The cost submittal should describe the proposer’s standard progress billing policy/procedures. LRTA will determine if proposer’s standard procedure is acceptable. LRTA and the selected Proposer will agree upon final contract terms. Any costs not provided in the cost proposal will be assumed as no charge to LRTA.

The selected Proposer shall only perform work on this contract after the Effective Date is affixed and the fully-executed contract sent to the selected Proposer. LRTA shall issue a written Notice to Proceed to the selected Proposer authorizing the work to begin on a date which is on or after the Effective Date. The selected Proposer shall not start the performance of any work prior to the date set forth in the Notice to Proceed and LRTA shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No LRTA employee has the authority to verbally direct the commencement of any work under this Contract.

Proposals must be submitted in the format, including heading of the evaluation factors and sub heading descriptions of the key factors, outlined above. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. Each proposal shall consist of one (1) original and two (2) copies of separately sealed submittals, as well as one (1)

electronic copy. The submittals are as follows: (i) Functional Requirements submittal, via the functional requirement checklist attachment hereof, (ii) Technical Submittal, in response to the evaluation criteria in section III hereof; (iii) Cost Submittal, in response to Section V hereof.

LRTA reserves the right to request additional information which, in LRTA's opinion, is necessary to assure that the vendor's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP. LRTA may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to LRTA all such information and data for this purpose as requested by LRTA. LRTA reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy LRTA that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work specified.

Since LRTA may, at its sole discretion, award Scope of Work components separately, proposals for multiple components shall be organized so that each Scope of Work component is a "stand-alone" section that complies with the proposal format and content requirements outlined in Section II.

3.3 The Evaluation/Selection Process

The Proposals will be evaluated by a Selection Committee established by LRTA. Proposals will first be evaluated based on responsiveness to all required documentation required, and proper form completion and submission. Responsive proposals will then be evaluated on the criteria noted above. The total evaluation points, as separately determined by each Selection Committee member will be added and each Proposer will be ranked in numerical sequence, from the highest to the lowest score.

LRTA reserves the right to reject any or all proposals, to accept other than the lowest price proposal, and to accept the proposal considered to be most advantageous to the Authority. LRTA also reserves the right to select the Contractor on the basis of proposals received without seeking further information or clarification from Proposers.

Upon review of the proposals, LRTA will designate the most qualified Proposers as finalists (competitive range). These finalists may be invited to make an oral/visual presentation and participate in a question and answer session to clarify their proposal with the LRTA Selection Committee. If interviews or presentations are held the Selection Committee may re-evaluate the proposals of those firms. If negotiations are held, they will be held with all proposed finalists in the competitive range. The LRTA staff would then negotiate with the most highly qualified firms, as evidenced by the ranking given a Proposer by the Selection Committee.

Following negotiations, each of the Proposers in the competitive range may be afforded the opportunity to amend their proposal and submit their best and final offer. The best and final offers will then be evaluated using the same criteria as for the initial proposals, and the rankings adjusted. If there is one (1) proposal that is the most advantageous offer for LRTA, then an award may be made to the Proposer. If the LRTA staff is unable to negotiate a satisfactory contract with the first ranked Proposer at a fair and reasonable price, negotiations will be formally terminated. Negotiations would be undertaken with the second-ranked Proposer, and so on, until a satisfactory contract could be negotiated.

Any matters concerning this procurement will be addressed directly to Mary Lou Franzoni, Executive Director, Lowcountry Regional Transportation Authority, 25 Benton Field Road, Bluffton, SC 29910 in writing or mfranzoni@palmettobreezetransit.com. Email correspondence is preferred to ensure all queries are properly documented and responded to. The Selection Committee members are not to be contacted by any of the Proposers regarding this RFP. If additional information or clarification is required from a Proposer, they will be contacted directly. Each Proposer will be advised in writing of any award recommendations.

**SECTION IV
INFORMATION NEEDED FROM VENDORS**

4.1 Locations

List your firm's total number of locations and employees and the number of locations and employees in South Carolina. Also, please list the business address(es) of the personnel who will be assigned to the engagement. Note that location will not be a determining factor in vendor selection. Inclusion is for informational purposes only.

**SECTION V
PROPOSAL SUBMISSION FORMS**

**EXHIBIT A
Cost Proposal Form**

Section 1- Department Functional Requirements

Department Name: ***Operations – Dispatch/Reservations***

Number of Phones: 4

FRP: Customer Service

Variations to FRP:

2 wired headsets; 4 phones, 2 master receptionist phones with side-car buttons for all extensions.

Proposed Department Cost: _____

Department Name: ***Operations – Management***

Number of Phones: 2 FRP:

Administrative Variations to

FRP:

Proposed Department Cost: _____

Department Name: ***Safety/Risk Management***

Number of Phones: 1 FRP:

Administrative Variations to

FRP:

Safety hotline on dedicated line button, dedicated fax line

Proposed Department Cost: _____

Department Name: ***Executive Director***

Number of Phones: 1

FRP: Administrative

Variations to FRP:

Proposed Department Cost: _____

Department Name: ***Finance/Administration***

Number of Phones: 4

FRP: Administrative

Variations to FRP:

One (1) master receptionist phone with buttons for all extensions

Proposed Department Cost: _____

Department Name: ***Common Areas***

Number of Phones: 2

FRP: Administrative

Variations to FRP:

Proposed Department Cost: _____

Department Name: ***Facility Maintenance***

Number of Phones: 3

FRP: Administrative

Variations to FRP:

Proposed Department Cost: _____

Department Name: ***Human Resources***

Number of Phones: 1

FRP: Administrative

Variations to FRP:

Proposed Department Cost: _____

Department Name: *EOC Call Center*

Number of Phones: 4

FRP: Admin

Variations to FRP:

Proposed Department Cost: _____

Department Name: *Marketing*

Number of Phones: 1

FRP: Administrative

Variations to FRP:

Proposed Department Cost: _____

Total Department Cost: _____

Section 2- Infrastructure Requirements

Proposed Cost: _____

Section 3- User Training Requirements

Proposed Cost: _____

Post Implementation System Maintenance Support

Hourly Rate: _____

Total Cost Submittal Amount: _____

EXHIBIT B

NON-COLLUSION STATEMENT

AFFIDAVIT OF NON-COLLUSION:

I hereby certify:

1. That I am the Proposer (if the Proposer is an individual), a partner of the Proposer (if the Proposer is a partnership), or an officer or employee of the proposing corporation, have authority to assign on its behalf (if the Proposer is a corporation);
2. That the attached Proposal have been arrived at by the Proposer independently, and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent proposing or competition;
3. That the contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the Proposal, and will not be communicated to any such person prior to the official submittal date of the proposal; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

TELEPHONE: _____

TRADING AND DOING BUSINESS AS (CHECK ONE)

() Individual

() Partnership

() Corporation (seal)

EXHIBIT C

NON-COLLUSION DISCLOSURE

The Proposer shall disclose, to the best of his or her knowledge, any member of the Board of Directors or any employee of the Lowcountry Regional Transportation Authority , or any relative of any such directors or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

NAME

RELATIONSHIP

IF NOT APPLICABLE, STATE "NONE": _____

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

EXHIBIT D

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third-party contract), _____
certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for 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; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this Certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

Where the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third-party contractor) is unable to certify to any of the statements in this Certification, the participant shall attach an explanation to this Certification.

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), 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., Sections 3801 ET SEQ. are applicable thereto.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

EXHIBIT E

STATE OF SOUTH CAROLINA NON-DISCRIMINATION CLAUSE

DURING THE TERM OF THIS CONTRACT, CONTRACTOR AGREES AS FOLLOWS:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age or sex. Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agent's applicants for employment, and other person, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
2. Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race color, religious creed, ancestry, national origin, age or sex.
3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers; representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.
4. It shall be no defense to a finding of non-compliance with this non-discrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment, which prevents it from meeting its obligations. However, if the evidence indicates that the contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligation under this non- discrimination clause, Contractor shall then employ and fill vacancies through other non-discriminatory employment procedures.
6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the non-discrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.
7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the contracting agency and the Office of Administration, Bureau of Affirmative Action, for the purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary

information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Affirmative Action.

8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

9. Contractor shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.

10. Contractor obligations under this clause are limited to the Contractor’s facilities within South Carolina or, where the contract is for purchase of goods manufactured outside South Carolina, the facilities at which such goods are actually produced.

FIRM NAME

DATE

BY: _____
SIGNATURE AND TITLE

EXHIBIT F
DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

(1) Policy: It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement.

(2) DBE Obligation: The supplier or contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOT-assisted contracts.

Notice is hereby given that this proposal and potential contract is subject to the provisions of the LRTA Disadvantaged Business Enterprise Program, the provisions of 49 CFR, Part 26, as amended, and the requirements of both documents.

Notice is hereby given that these documents are available at the LRTA office at 25 Benton Field Road, Bluffton, SC 29910. Any questions concerning the requirements of this program should be directed to the Director of Finance and Administration.

Notice is hereby given that the following goals have been established for this contract.

Disadvantaged Business Enterprises (DBE) _____ 3 _____ % of the dollar value.

Notice is hereby given that the requirements of this attachment and the LRTA Disadvantaged Business Enterprise Program are legal requirements which must be properly implemented.

DATE: _____

SIGNATURE: _____

TITLE: _____

NOTE: This form is to be submitted with the proposal. Also, please submit the attached “Disadvantaged Business Enterprise Participation Form” for any and all DBE eligible subcontractors who will perform work on this project, and the approximate dollar amount to be paid to them.

EXHIBIT G
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

Name of DBE Contractor: _____

Address of Contractor: _____

Description of Work: _____

DBE Participation Dollar Value:_____

EXHIBIT H

DBE AFFIDAVIT

“The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of:

(Name of firm)

as well as the ownership thereof. Further, the undersigned agrees to provide through the prime contractor or, if no prime, directly to the grantee current, complete and accurate information regarding actual work performed on the project, the payment therefore and any proposed changes, if any, of the foregoing arrangements and to permit the audit and examination of books, records, and files of the named firm. Any material misrepresentation will be grounds for terminating any contract, which may be awarded, and for initiating action under Federal or State laws concerning false statements.

Note -- If, after filing this Certification and Affidavit, and before the work of this firm is completed on the contract covered by this regulation, there is any significant change in the information submitted, you must inform the grantee of the change through the prime contractor, or if no prime contractor, inform the grantee directly.

Signature _____ Date _____

Name _____ Title _____

Corporate Seal (where appropriate)

Date _____

State _____

County of _____

On this _____ day of _____, 20____, before me appeared

(name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by

(name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

(SEAL)

NOTARY PUBLIC

My commission expires _____

EXHIBIT I
REQUEST FOR CLARIFICATION, EXCEPTION OR APPROVED EQUAL

Proposal Document Page : _____

Section Title: _____

Nature of Request:

If the proposer is seeking concurrence with an approved equal, please submit supporting documentation and/or samples to support your contention that the requested equal meets or exceeds the specifications required.

Signed _____

LRTA's RESPONSE

Approved: _____ Denied: _____

Justification: _____

EXHIBIT J
ADDENDUMS

Any changes to this RFP document will be made by written addendum issued by LRTA. Upon issuance, the addendum will be considered part of the RFP and will prevail over inconsistent or conflicting provisions contained in the original document. Addenda will be emailed to all potential proposers who have previously requested a copy of the RFP.

Proposers shall acknowledge receipt of all addenda below, and they shall also include a copy of all addenda in an appendix to the proposal. As with other required documentation, proposers that fail to reference receipt of addenda and do not include a copy of the addenda as indicated may be excluded from consideration for contract award.

ADDENDA ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following addenda (if any) to the proposal.

Addenda #1 _____ DATE	_____ Signature
Addenda #2 _____ DATE	_____ Signature
Addenda #3 _____ DATE	_____ Signature
Addenda #4 _____ DATE	_____ Signature
Addenda #5 _____ DATE	_____ Signature
Addenda #6 _____ DATE	_____ Signature
Addenda #7 _____ DATE	_____ Signature
Addenda #8 _____ DATE	_____ Signature

**SECTION VI
FEDERALLY REQUIRED CLAUSES APPLYING TO THIS PROPOSAL**

ACCESS TO RECORDS AND REPORTS

1. The Contractor agrees to provide the LRTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. 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.
3. 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 LRTA, 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).
4. FTA does not require the inclusion of these requirements in subcontracts.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Accordingly, by signing 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 also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or Certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or Certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance awarded by FTA under the authority of 49 U.S.C. § 5301 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5301 et seq. on the Contractor, to the extent the Federal Government deems appropriate.

TERMINATION PROVISIONS

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

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, LRTA 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 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 LRTA 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, LRTA, 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.

LRTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor fifteen (15) 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 LRTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from LRTA setting forth the nature of said breach or default, LRTA 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 LRTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

LRTA, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, LRTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

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

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

CIVIL RIGHTS REQUIREMENTS

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)

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%. LRTA's overall goal for DBE participation is 3.0%. No contract goal for DBE participation has 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 LRTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the contractor's receipt of payment for that work from LRTA. In addition, the contractor may not hold retainage from its subcontractors.

e. The contractor must promptly notify LRTA, 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 LRTA.

NO OBLIGATION BY THE FEDERAL GOVERNMENT TO 3RD PARTIES

(1) The Procuring Agency and the 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 Procuring Agency, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

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

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between LRTA and FTA that funds any part of this Contract, 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.

ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to recognize and abide by the mandatory standards and policies relating to energy efficiency that are contained in the South Carolina State Energy Conservation Plan issued in compliance with the Section 48-52-620, Code of Laws of South Carolina.

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 Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, as amended, 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 of LRTA's requests which would cause LRTA to be in violation of the FTA terms and conditions.

AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC §12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC §794; 49 USC §5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.