



NOTE: SEE PAGE TWO (2) FOR SUBMISSION OF QUESTIONS.

Return Proposal No Later Than...(Opening Date/Time): 5/24/2019 4:00 p.m. (EDT)

Return Proposal To:

Ginnie Kozak, Planning Director

Planning Department, LCOG

gkozak@lowcountrycog.org

Description: Palmetto Breeze Public Transit Planning for Hilton Head Island Small Urban Area, Phase 2

MUST BE SIGNED TO BE VALID

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

AUTHORIZED SIGNATURE		PRINTED NAME		DATE
COMPANY			STATE VENDOR NO. (IF KNOWN)	
MAILING ADDRESS			SOCIAL SECURITY OR FEDERAL TAX NO.	
CITY	STATE	ZIP CODE	PHONE	
EMAIL ADDRESS (Please Provide)			CONTRACT NO.	
ACCEPTED BY STATE OF SOUTH CAROLINA AS FOLLOWS:				
BUYER				DATE

SUBMISSION OF QUESTIONS

All questions or request for information must be submitted as indicated below. Questions or request for information must be submitted in writing and received by May 17, 2019. After this date no further questions will be addressed. After all responses have been received, a written response will be mailed to all potential OFFERORS.

SEND QUESTIONS/PROPOSALS TO:

Email to:

gkozak@lowcountrycog.org

PART I

GENERAL INFORMATION

- A. Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.
- B. Proposals should be prepared *simply and economically*, providing a straightforward, *concise* description of OFFEROR's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- C. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.
- D. OFFERORs are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
- E. **ONE (1) DIGITAL COPY OF YOUR PROPOSAL IS REQUIRED.**
- F. Notice of intended award of contract will be posted at the location listed below:

Planning Department, Lowcountry Council of Governments

634 Campground Road

Yemassee, SC

PART II

SCOPE OF PROPOSAL

Proposals shall include the following information:

1. Proposals must not be more than the equivalent of 12 single sided 8 ½ by 11-inch pages in length (not counting the front and back covers of the proposal, section dividers that contain no information or SF 330 forms). The font size should be no smaller than 12 pt.
2. Name the prime and subconsultants that will comprise the team and identify the Executive Officer of each company.
3. Identify the proposed Program Manager for the team who will be the sole point of contact for LCOG for day to day operations.
4. List the key personnel with their office location who will participate in performing the scope of work. Provide a resume for each listed team member. (Including subconsultants' key personnel with their office who will be completing a portion of the scope of work.
5. Provide an organizational chart depicting the relationships between the team members and agencies.
6. List three (3) recently performed, relevant projects within the past 5 years that indicate the past performances and abilities of the proposed team. Include a key client contact person for each project with their current daytime phone number.
7. Provide a proposed list of required tasks and milestones to address the provided scope of work.
8. Provide a proposed project schedule that includes the key task activities, duration, milestones and deliverables that will complete the scope of work in the shortest time frame that is responsive to the required review.
9. Provide a flow chart depicting key task activities and sequence.
10. Provide Standard Federal Form 330 for the prime consultant and all subconsultants.

Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and amendments, and the successful OFFEROR's signed proposal. In the event of a conflict between the two documents, the RFP shall govern.

PART III

INTRODUCTION

- A. **PURPOSE:** The RFP provides interested OFFERORS with sufficient information to enable them to prepare and submit written proposals for consideration by the Lowcountry Council of Governments and the Lowcountry Regional Transportation Authority.
- B. **PROJECT ADMINISTRATION:** This project will be administered by the Lowcountry Council of Governments (LCOG) for the Lowcountry Regional Transportation Authority (LRTA) dba Palmetto Breeze (PB)..

PART IV

Scope of Work

Purpose of Study

Background

The Lowcountry Area Transportation Study's (LATS) Policy Committee, at its meeting on June 26, 2015, voted unanimously to designate LRTA as the region's Designated Recipient. To effectively utilize the Small Urban Area public transit funds now available from the Federal Transit Administration (FTA) to provide new and expanded services to the area, Palmetto Breeze is undertaking the second phase of planning for those services.

During 2018 consultants completed the PALMETTO BREEZE SMALL URBAN AREA TRANSIT DEVELOPMENT PLAN: Existing Conditions, Needs Analysis, New Service Recommendations and Implementation Plan. [LINK will be provided]

Project Description and Scope of Work

This project is the second component of ongoing public transit planning in the Town of Hilton Head Island Census Small Urban Area (see map on following page). The overriding goal is to expand transportation choices and provide broader resident and visitor mobility in the designated area. The purpose of this project is to implement new public transit options that will connect the communities in the Small Urban Area with each other and their residents with employment, education and services, and visitors with accommodations, attractions and businesses.

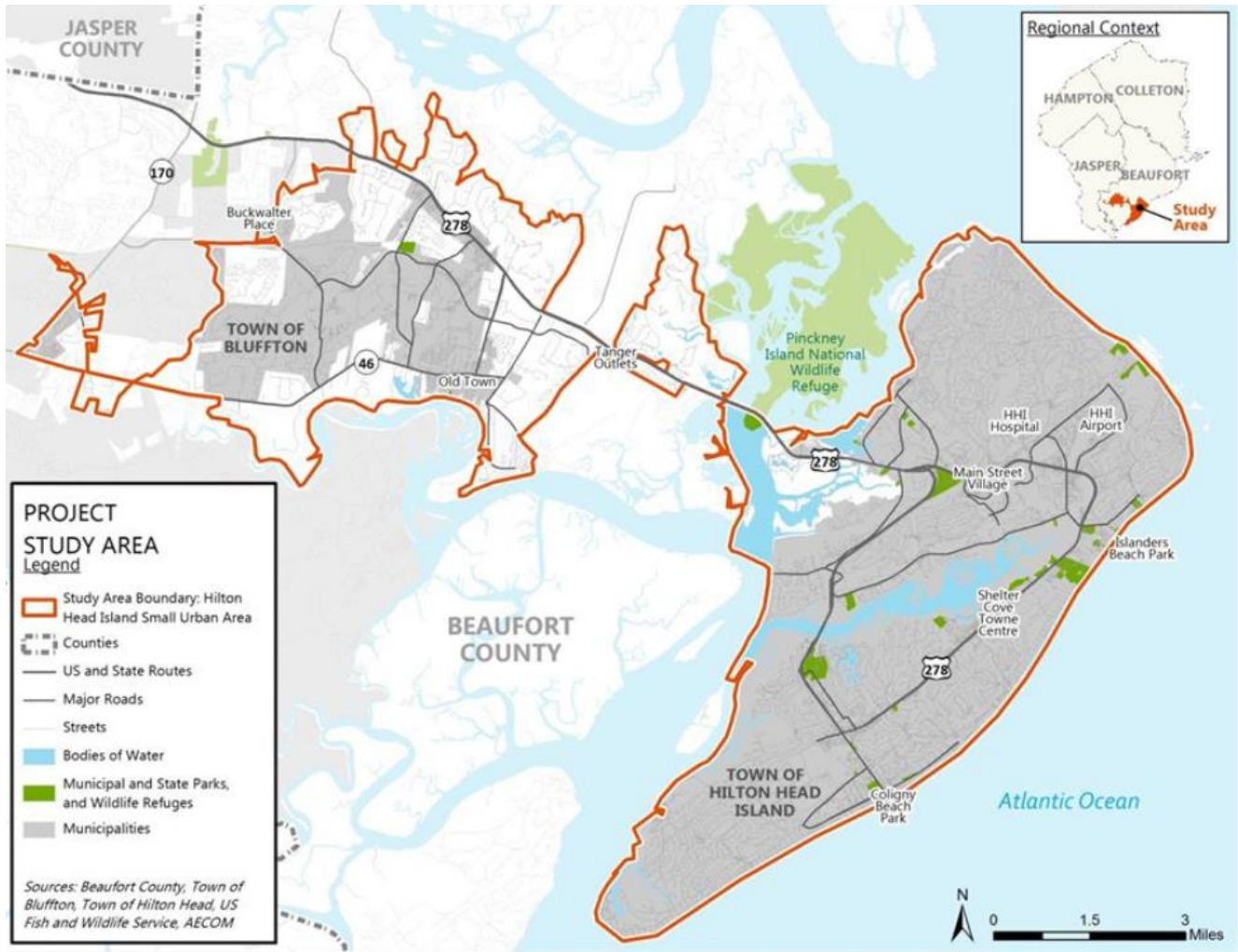
More specifically, this phase of planning will move forward from the conclusions and recommendations of 2018 to the details of routes and scheduling. The objective is to ensure that the new and/or expanded transit operations are feasible and well utilized by truly meeting the needs of potential passengers in terms of origins, destinations and timing,

The detailed public transit plans will grow out of the results of the previous project and will be the basis for the second phase of ongoing improvements to and expansion of public transit in the service area. The services will aim to connect the largest numbers, and highest densities, of residents, employers and visitors to employment, services, educational opportunities, shopping, residences, beaches, medical facilities and accommodations .

Project Objectives

This project is to continue the transformation of Hilton Head Island Small Urban Area (UZA) from one dominated by a single mode of transportation to one that offers public transit choices that are accessible to all residents and visitors.

The proposed new services include, but may not be limited to, the elements presented below. Maps and more details are included in the project report.



These proposed services were developed using the data and analysis developed in the Existing Conditions and Needs Assessment Report.

Hilton Head Island

- Existing Trolley Service
- Potential Future Trolley Service, including:
 - Phase II: Extension of the initial trolley route (Shelter Cove to Coligny) further northeast along William Hilton Parkway to Sea Turtle Marketplace, medical facilities around Hilton Head Hospital and other activity centers, including Festival Center.
 - Phase III: Trolley service between Coligny Beach Park and a new park-and-ride facility at Crossings Park, operating along Pope Avenue, Palmetto Bay Road, and Arrow Avenue.
 - Phase IV: Trolley loop route along Pope Avenue, South Forest Beach Drive, and Cordillo Parkway.

Bluffton

The potential Bluffton trolley would provide service from near Bluffton Parkway and 278 to Palmetto Bluff as shown in Figure 4-4.

Note: Complementary ADA Paratransit service will be considered for this fixed route service. Additionally, cost estimates for the Phase II extensions to the initial trolley route will be developed, but the timing of Phases III and IV is tentative and cost estimates will not be developed for them in this report.

Other Urban/Study Area Services:

Connector Route:

- Develop a fixed express route from Bluffton to HHI to connect the two towns and strategic commercial development and other points in between.
- Transfer locations will be at a to-be-determined park and ride lot in Bluffton and possibly Festival Center area on Hilton Head Island.

Note: Since the Connector Route is an express service, complementary demand-response ADA paratransit service will not be required

Flex Routes:

- Develop flex routes/circulator on Hilton Head Island and in Bluffton. ☐ The routes would operate as demand response service requiring an advance reservation, utilizing technology that will enable users to reserve via electronic methods as well as telephone and internet.
- A zone will be established in Bluffton and Hilton Head Island within which the flex route will operate
- The service would operate, according to work schedules, from 5:30am to 7:30pm to provide connectivity to the Connector Route and also to activity centers within the operating zone.

Inter-state Route:

- Develop a seasonal route from Palmetto Breeze Transfer Facility to Hutchison Island to connect to the Chatham Area Transit system.

Scope of Work

Specific tasks and expected deliverables that are to be generated from this project shall include but not be limited to what is discussed below.

Goal: To develop routes and schedules for two or more of the expansion recommendations based on the basic criterion that they will provide the greatest probability of success for expanded Palmetto Breeze operations in the service area.

Objectives:

- To determine which transit routes are most likely to attract the greatest number of riders both in the short-term and the long-term and contribute the most to operating revenues;
- To determine the most effective location of bus stops and/or transfer points;
- To determine fare structures, operating budget, capital expenditures, headways and hours of operation

- To continue to assess new sources of operating revenues.

Work Program

1. Review and update, as needed, the previous recommendations resulting from changes in:
 - Palmetto Breeze operations in the study area
 - Changes in the prospective passenger base:
 - Socio-economic characteristics
 - Employers
 - Roads and traffic

2. Continue and update the previous consultation process with the project steering committee and area elected and appointed officials, residents, tourism industry representatives, community and service organizations, major health care providers, etc.
 - Focus groups
 - Social media
 - Other

3. Use direct interviews to determine scheduling details, origins and destinations, and potential financial support from major employers in the study area.

4. Identify transit solutions that meet the stated objectives, incorporating:
 - The optimum routes
 - Opportunities to provide flex routing options, including schedule and route deviation alternatives
 - Identify expenditures to determine types of services and projected revenues
 - Integrate new transit services with existing Palmetto Breeze routes and schedules wherever possible
 - Develop Operating budget, including sources of funding

5. Launch and Roll-out marketing strategy

Evaluation and Selection Criteria

Proposals will be distributed to a committee and evaluated against the following criteria. Each of the identified criteria as an assigned weight (whole numbers between 1 and 100) that is used to establish their relative importance in the evaluation process.

Criteria	Maximum Points
Consultant Qualifications	15
Consultant Experience on similar Public Transit Planning Projects	15
Consultant Experience on Implementing Public Transit Plans	10

Understanding of the Project	20
Familiarity with State, regional and local transportation planning and development laws, policies, regulations, and procedures	10
Stakeholder Engagement and Public Involvement	10
Familiarity with local and SCDOT studies and documents defining public transit opportunities and obstacles.	10
Cost	10

Consultant Qualifications

- Describe the related experience of the lead Consultant and Subconsultants.
- Describe the related experience of individuals assigned to the project.
- Are résumés complete and do they demonstrate appropriate education and professional experience?
- Is the project team organizational structure clear and appropriate?

Consultant Experience

- Is the Consultant’s and Subconsultant(s) described expertise and/or specialty applicable and beneficial to the public transit planning project?
- How well has the Consultant and Subconsultant(s) demonstrated experience in completing similar projects on time and within budget?
- Indication of sufficient staff for all facets of the proposed study workload, including previous work with proposed Subconsultants.
- Identified specific personnel and their qualifications for conducting the project.
- Identify Consultant and Subconsultants past record of performance on similar projects.

Understanding of the Project

- Have the Consultant and Subconsultant(s) demonstrated a thorough understanding of the purpose and scope of the Palmetto Breeze Public Transit Planning project?
- How well has the Consultant and Subconsultant(s) identified pertinent issues and potential problems related to the project?
- How well has the Consultant and Subconsultant(s) demonstrated they understand the expected deliverables?
- How well has the Consultant and Subconsultant(s) demonstrated they understand the time schedule and can they meet the schedule?

Familiarity with Public Transit

- Demonstrated knowledge of FTA, SCDOT, regional, and/or local community transportation planning and development laws, policies, regulations, and procedures.

- Demonstrated knowledge of local, State and Federal programs that can offer support in implementing the project's recommendations to provide new and expanded public transit services in the area..

Stakeholder Engagement and Public Involvement

- Identify approach to ensure based stakeholder engagement and public involvement throughout the project.

Understanding of Local Public Transit Opportunities

- Demonstrated knowledge of existing studies, reports, and plans that define the potential for increased public transit services in the Small Urban Area

Cost

- Proposed cost and schedule for the project.
- Demonstrated commitment and internal policies to meet the project budget and schedule.
- Consultant and Subconsultant geographic location in relation to the study area.

PART V

PERFORMANCE CONDITIONS

- A. The Contract shall be on the basis of a **fixed fee** with a Contract **maximum**.
- B. The contractor shall be required to assume sole responsibility for the complete effort as required by this RFP. LCOG/LRTA will consider the contractor to be the sole point of contact with regard to contractual matters.
- C. **Timing.** The consultant shall complete the project by September 30, 2019.

PART VII

CONTRACTUAL REQUIREMENTS

- 1.0 FORCE MAJURE: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
- 2.0 GOVERNING LAW: Contractor consents to be governed by Section 11-35-4230 of the South Carolina Code of Laws and agrees that Section 11-35-4230 applies to and governs the Agreement. Contractor waives any objection it may have now or hereafter to the administrative process required by Section 11-35-4230. To the extent that Section 11-35-4230, by its own terms, does not govern a claim or controversy arising out of or relating to the Agreement, Contractor agrees that any suit, action or proceeding arising out of or relating to the Agreement shall be instituted and maintained only in a state or federal court located in Beaufort County, State of South Carolina. Notwithstanding any other agreement between Contractor and the State, the Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, and any suit, action or proceeding arising out of or relating to the Agreement shall be governed by the laws of the State of South Carolina. Contractor agrees that any act by the State regarding the Agreement is not a waiver of either the State's sovereign immunity or the State's

immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with Contractor pursuant to the Agreement and the South Carolina Budget & Control Board.

- 3.0 OFFEROR'S QUALIFICATION: OFFEROR must, upon request of LCOG, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of this proposal. The Planning Department reserves the right to make the final determination as to the OFFEROR's ability to provide the services requested herein.
- 4.0 OFFEROR RESPONSIBILITY: Each OFFEROR shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an OFFEROR to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.
- 5.0 AFFIRMATIVE ACTION: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.
- 6.0 TERMINATION: Subject to the Provisions below, any contract resulting from this proposal may be terminated by the Lowcountry Regional Transportation Authority provided a thirty (30) days advance notice in writing is given to the contractor.
 - 6.1. Non-Appropriations: Funds for this contract are payable from State and/or Federal and/or Lowcountry Regional Transportation Authority appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the Lowcountry Regional Transportation Authority
 - 6.2. Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the Lowcountry Regional Transportation Authority without the required thirty (30) days advance written notice, then the Lowcountry Regional Transportation Authority shall negotiate reasonable termination costs, if applicable.
 - 6.3. Cause: Lowcountry Regional Transportation Authority for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein shall apply.

- a. Default: In case of default on contractor, the Lowcountry Regional Transportation Authority reserves the right to purchase any or all items/services in default in open market, charging contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

7.0 PRIME CONTRACTOR RESPONSIBILITIES: The contractor will be required to assume sole responsibility for the complete effort as required by this RFP. The Lowcountry Council of Governments /Lowcountry Regional Transportation Authority will consider the contractor to be the sole point of contact with regard to contractual matters.

8.0 SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the Lowcountry Council of Governments/Lowcountry Regional Transportation Authority. The successful OFFEROR will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the OFFEROR.

9.0 OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the Lowcountry Council of Governments/Lowcountry Regional Transportation Authority pursuant to this contract shall belong to the Lowcountry Regional Transportation Authority/Lowcountry Regional Transportation Authority, FTA, and SCDOT.

10.0 LEGAL OR CONSULTANT SERVICES: If this contract is for legal or consultant services, it is subject to the provisions of Section 11-9-105 of the 1976 Code of Laws of South Carolina as amended. "Any contract for legal or consultant services entered into by a state agency or institution shall include a provision which requires completion of all services. The Provisions shall further require that in the event all services are not fully rendered as provided for in the contract, any Monies which have been paid by the agency under the contract must be refunded to the agency along with a twelve (12) percent penalty".

11.0 INDEMNIFICATION: The Lowcountry Regional Transportation Authority, its officers, agents, and employees, shall be held harmless from liability from any claims, damages and actions of any nature arising from the negligent performance by OFFEROR of a resultant contract, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to comply with the offer as outlined in the OFFEROR's proposal.

12.0 COMPLIANCE WITH FEDERAL REQUIREMENTS: State or Federal requirements that are more restrictive shall be followed.

13.0 CONTRACT FORMAT: When applicable, the contractor shall also be required to abide by all the covenants, conditions, responsibilities, terms and stipulations as set forth in the contract format

(attachment and accompanying schedules). Said contract format is subject to change prior to final execution of any contract which is awarded subsequent to this Request for Proposal.

- 14.0 DRUG-FREE WORKPLACE: (Note: This clause applies to any resultant contract of \$50,000 or more). The State of South Carolina has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you will comply with this Act. (See Section 44-107-30). This will certify to the using agency your compliance.
- 15.0 PURCHASING LIABILITY: The Planning Department of the Lowcountry Regional Transportation Authority is acting under the authority given to it in the Consolidated Procurement Code to procure contracts on behalf of governmental agencies and acts only as their agent in this respect. The resulting contract is between the Lowcountry Regional Transportation Authority and the successful OFFEROR and the Planning Department bears no liability for any damages that any party may incur in the execution or enforcement of the contract.
- 16.0 CONTRACT AMENDMENTS: Amendments to any contract between the agency and the contractor must be reviewed and approved by the Planning Department.
- 17.0 ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Planning Department.
- 18.0 RECORDS RETENTION & RIGHT TO AUDIT: The State shall have the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, S.C. Code Section 11-35-2220. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.

The State may conduct, or have conducted, performance audits of the contractor. The State may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the State.

Pertaining to all audits, contractor shall make available to the State access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the contractor shall be made available for auditing purposes at no cost to the State.

PART VIII

SPECIAL INSTRUCTIONS

- 1.0 INTENT TO PERFORM: It is the intent and purpose that this request permits competition. It shall be the OFFEROR's responsibility to advise the Planning Department of the Lowcountry Council of Governments if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing, and must be received by the Planning Department of the Lowcountry Council of Governments within fifteen (15) days of the date of issue. A review of such notifications will be made.
- 2.0 RECEIPT OF PROPOSAL: State law requires that a copy of the proposal be submitted no later than the date and time specified in the Request for Proposal. OFFERORS mailing proposals should allow a sufficient mail delivery period to insure timely receipt of their proposals by the issuing office. Any proposals received after the scheduled opening date and time will be immediately disqualified in accordance with the SC Consolidated Procurement Code and Regulations.
- 3.0 PREPARATION OF PROPOSAL:
 - 3.1 All proposals should be complete and carefully worded and must convey all of the information requested by the Lowcountry Council of Governments. If significant errors are found in the OFFEROR's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the Lowcountry Council of Governments and the Lowcountry Regional Transportation Authority alone, will be the judge as to whether that variance is significant enough to reject the proposal.
 - 3.2 Proposals should be prepared ***simply and economically***, providing a straightforward, ***concise*** description of OFFEROR's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - 3.3 Proposals should be submitted via email to Ginnie Kozak, gkozak@lowcountrycog.org. No hard copy of the proposal is required.
 - 3.4 If your proposal includes any comment over and above the specific information requested in our Request for Proposal, you are to include this information as a separate appendix to your proposal.
- 4.0 DISCUSSION/NEGOTIATION: By submission of a proposal, OFFEROR agrees that during the period following issuance of a proposal and prior to final award of contract, OFFEROR shall not discuss this Procurement with any party except members of the Planning Department of the Lowcountry Council of Governments or other parties specifically designated in this solicitation.

OFFEROR shall not attempt to discuss with or attempt to negotiate with the using Agency any aspect of the procurement without prior approval of the Planning Director.

5.0 AMENDMENTS:

5.1 VERBAL COMMENTS OR DISCUSSIONS BY THE LCOG RELATIVE TO THIS SOLICITATION CANNOT ADD, DELETE OR MODIFY ANY WRITTEN PROVISION. ANY ALTERATION MUST BE IN THE FORM OF A WRITTEN AMENDMENT TO ALL OFFEROR'S.

5.2 If it becomes necessary to revise any part of the RFP, an amendment will be provided to all eligible OFFERORS.

6.0 ORAL PRESENTATIONS: OFFERORS may be requested to make oral presentations of their proposals to the Lowcountry Council of Governments /Lowcountry Regional Transportation Authority. Such presentations provide an opportunity for the OFFERORS to clarify their proposals and to ensure a thorough understanding.

7.0 FUNDING: The OFFEROR shall agree that funds expended for the purposes of the contract must be appropriated by the Lowcountry Regional Transportation Authority included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the OFFEROR shall not prohibit or otherwise limit the Agency's right to pursue and contract for alternate solutions and remedies as deemed necessary by the Agency for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

8.0 AWARD: An award resulting from this request shall be awarded to the responsive and responsible OFFEROR(s) whose proposal is determined to be most advantageous to the Lowcountry Regional Transportation Authority, taking into consideration price, when required, and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received and in all cases, the Lowcountry Regional Transportation Authority will be the sole judge as to whether an OFFEROR's proposal has or has not satisfactorily met the requirements of this RFP.

9.0 SUBMITTING CONFIDENTIAL INFORMATION:

a. OVERVIEW / APPLICABLE STATUTES: Under the South Carolina Freedom of Information Act ("FOIA"), certain documents an OFFEROR submits to the LCOG may be subject to public disclosure. All references are to the South Carolina Code of Laws, which is available on the Internet at: <http://www.lpittr.state.sc.us/code/statmast.htm>. OFFERORS are urged to become familiar with FOIA (Title 30, Chapter 4 of the Code), the Trade Secrets Act (Title 39, Chapter 8), and the Consolidated Procurement Code (Title 11, Chapter 35). Section 11-35-410 of the Procurement Code

exempts certain procurement information from release under FOIA: "[C]ommercial or financial information obtained in response to a 'Request for Proposals' or any type of bid solicitation which is privileged and confidential need not be disclosed. Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information. Examples of this type of information would include: (1) customer lists; (2) design recommendations and identifications of prospective problem areas under an RFP; (3) design concepts, including methods and procedures; (4) biographical data on key employees of the bidder."

b. INSTRUCTIONS: In determining whether to release documents, the LCOG will detrimentally rely on OFFEROR's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET". For every document OFFEROR submits in response to or with regard to this solicitation, OFFEROR must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that OFFEROR contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document OFFEROR submits in response to or with regard to this solicitation, OFFEROR must separately mark with the words "TRADE SECRET" every page, or portion thereof, that OFFEROR contends contains a trade secret as that term is defined by the Trade Secrets Act. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. If a portion of a bid or proposal is improperly marked as confidential or trade secret, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are protected, do not mark the entire page.

c. CONSENT TO RELEASE: By submitting a bid or proposal, OFFEROR (1) consents to the release of documents governed by section 11-35-1810 unless OFFEROR conspicuously states otherwise on the cover of its bid or proposal, (2) agrees to the public disclosure of any documents regarding this solicitation submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a bid or proposal, documents submitted to clarify either a bid or proposal, and documents submitted during negotiations), unless the document is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL", (3) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (4) that, notwithstanding any claims or markings otherwise, any prices used to determine the award are subject to public disclosure. By submitting a bid or proposal, OFFEROR agrees to defend, indemnify and hold harmless the State of South Carolina, it's officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that OFFEROR marked as "CONFIDENTIAL" or "TRADE SECRET".

- 10.0 RIGHT OF NON/COMMITMENT OR REJECTION: This solicitation does not commit the Lowcountry Council of Governments /Lowcountry Regional Transportation Authority to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The Lowcountry Council of Governments /Lowcountry Regional Transportation Authority reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the State to do so.
- 11.0 RIGHT TO PROTEST: Any OFFEROR desiring to exercise rights under Section 11-35-4210 (Right to Protest) of the South Carolina Consolidated Procurement code should direct all correspondence to Executive Director, Lowcountry Regional Transportation Authority, 25 Benton Field Road, Bluffton, SC 29910.
- 12.0 UNSUCCESSFUL OFFERORS: OFFERORS not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns will be paid by the OFFEROR. If Federal Express, UPS, or other shipping number is not received with request, all materials will be destroyed.
- 13.0 DISCUSSION WITH RESPONSIVE OFFERORS: Discussions may be conducted with responsive OFFERORS who submit proposals for the purpose of clarification to assure full understanding of the requirements of the request for proposals. All OFFERORS, whose proposals, in the procuring agency's sole judgment, needing clarification shall be accorded such an opportunity.
- 14.0 PAYMENT FOR GOODS & SERVICES: Payment for goods & services received by the Lowcountry Regional Transportation Authority shall be processed in accordance with Section 11-35-45 of the South Carolina Procurement Code.

IMPORTANT NOTICE

APPLIES TO NONRESIDENTS ONLY

BIDDER/OFFEROR:

S.C. WITHHOLDING TAX AMENDMENTS

CODE SECTION 12-9-310(A)(2)(3)

Effective July 1, 1994, Section 49, Appropriations Bill, Part II Amended The Above-Referenced Code Section To Eliminate Withholding From Payments To Nonresident Contractors And Rental Recipients If The Nonresident Is Registered Or Registers With The S.C. Department Of Revenue or The S.C. Secretary of State's Office. The Nonresident Must Provide An Affidavit To Whomever They Are Contracting With To That Effect.

The Affidavit Will Be Retained By The Entity Or Person Letting The Contract To The Nonresident. In The Absence of an Affidavit Being Provided, Withholding Will Be Required (Contracts--2%, Rental Or Royalty Recipients--7% For Corporations, Or 5% For Individuals And Partnerships).

The Filing Of The Affidavit Affirming Registration By The Nonresident Eliminates The Requirement To Withhold By Those Letting Contracts To Nonresident As Well As The Posting Of The Surety Bond By The Non Resident. Enclosed Is An Affidavit And Instructions To Be Used When Contracting With Nonresidents.

Forms To Register For All Taxes Administered By The South Carolina Department Of Revenue May Be Obtained By Calling The License And Registration Section At **803 898-5872** Or Writing The S.C. Department Of Revenue, Registration Unit, Columbia, S.C. 29214-0140.

Instructions - Nonresident Taxpayer Registration Affidavit

Requirements To Make Withholding Payments: Code Section 12-9-310 (A) (3) Requires Persons Hiring Or Contracting With A Nonresident Taxpayer To Withhold 2% Of Each Payment Made To The Nonresident Where The Payments Under The Contract Exceed \$10,000.00 In Any One Calendar Year.

Code Section 12-9-310 (A)(2) Requires Persons Making Payment To A Nonresident Taxpayer Of Rentals Or Royalties At A Rate Of \$1,200.00 Or More A Year For The Use Of Or For The Privilege Of Using Property In South Carolina To Withhold 7% Of The Total Of Each Payment Made To A Nonresident Taxpayer Who Is Not A Corporation And 5% If The Payment Is Made To A Corporation.

Purpose Of Affidavit: A Person Is Not Required To Withhold Taxes With Regard To Any Nonresident Taxpayer Who Submits An Affidavit Certifying That It Is Registered With The South Carolina Secretary Of State Or The South Carolina Department Of Revenue.

Term And Duration Of Affidavit: It Is Recommended That An Affidavit Be Obtained From A Nonresident Taxpayer For Each Separate Contract Or Agreement. Otherwise, The Affidavit Submitted By A Nonresident Tax Payer Shall Remain In Effect For A Period Of Three (3) Years, Or For A Lesser

Time If The Person Earlier Receives Notice Of Revocation Of Exemption From Withholding From The S.C. Department Of Revenue.

STATE OF SOUTH CAROLINA, DEPARTMENT OF REVENUE (I-312)

THIS AFFIDAVIT APPLIES TO NONRESIDENTS ONLY

Nonresident Taxpayer Registration Affidavit, Income Tax Withholding

The Undersigned Nonresident Taxpayer on Oath, Being First Duly Sworn, Hereby Certifies As Follows:

1. Owner, Partner(s) Or Corporate Name of Nonresident Taxpayer:

2. Trade Name (Doing Business As:

3. Mailing Address: _____

4. Federal Identification Number: _____

5. Hiring Or Contracting With:

Name: _____

Address: _____

Receiving Rentals or Royalties From:

Name: _____

Address: _____

6. I Certify That The Above Named Nonresident Taxpayer Is Currently Registered With:

(Check Appropriate Box):

() The South Carolina Secretary Of State Or

() The South Carolina Department Of Revenue

Date Of Registration _____

7. I Understand That By This Registration, The Above Named Nonresident Taxpayer Has Agreed To Be Subject To The Jurisdiction Of The S.C. Department Of Revenue And The Courts Of South Carolina To Determine Its South Carolina Tax Liability, Including Estimated Taxes, Together With Any Related Interest And Penalties.

8. I Understand The South Carolina Department Of Revenue May Revoke The Withholding Exemption Granted Under Code Section 12-9-310 At Any Time It Determines That The Above Named Nonresident Taxpayer Is Not Cooperating With The Department In The Determination Of Its Correct South Carolina Tax Liability.

The Undersigned Understands That Any False Statement Contained Herein Could Be Punished By Fine, Imprisonment Or Both.

_____(Seal)

(Signature of Owner, Partner or Corporate Officer

Date

If Corporate Officer State Title: _____

(Name - Please Print)