

REQUEST FOR PROPOSALS

Information Technology (IT) Support Services

Interested applicants must [subscribe](#) to SRTA's bid posting webpage to receive notices when information and possible RFP addenda become available.

RFP issued January 22, 2020

**Proposals must be received no later than
5:00 p.m. PST on Wednesday, February 26, 2020**

**Shasta Regional Transportation Agency
1255 East Street, Suite 202
Redding, CA 96001
(530) 262-6190**



2019 SRTA Board Members and Agency Partners

Board Members

Kristen Schreder, Chair
Leonard Moty, Vice Chair
Baron Browning
Julie Winter
Joe Chimenti
Mary Rickert
Greg Watkins

Affiliation

Redding Area Bus Authority
County of Shasta, District 2
City of Anderson
City of Redding
County of Shasta, District 1
County of Shasta, District 3
City of Shasta Lake

Agency Partners

Caltrans, District 2
City of Anderson
City of Redding
City of Shasta Lake
County of Shasta
Redding Area Bus Authority (RABA)
Dignity Health Connected Living (DHCL)
Healthy Shasta
North State Super Region (NSSR)
Pit River Tribe
Redding Rancheria (Yana, Wintu, Pit River)

Introduction

The Shasta Regional Transportation Agency (SRTA) is the designated Metropolitan Planning Organization (MPO) for the Shasta County region. Member agencies include the cities of Anderson, Redding, and Shasta Lake, the county of Shasta, and the Redding Area Bus Authority (RABA). Additional information regarding SRTA is available online at www.srta.ca.gov.

SRTA is nearing the end of its five-year information technology (IT) support services contract with Apex Technology Management, Inc. SRTA generally does not contract for longer than five years; thus, in the interest of full and open competition, SRTA is issuing a new request for proposals (RFP) for IT support services. SRTA seeks proposals from qualified consultants for monthly IT support services, as-needed IT project task orders, and equipment purchases over an approximately five-year term. This will be a 'cost reimbursement' contract. This contract is funded by federal, state, and/or local funds.

The ideal vendor will provide technical support, strategic planning, system maintenance and backups, 24/7 monitoring of server and end-user systems, hardware and software troubleshooting, assistance with equipment procurement and budget planning, assistance with website hosting and domain management, and documentation and tracking of SRTA's hardware and software inventory.

Background

SRTA is located in a two-story building at 1255 East Street, Redding, California. SRTA currently occupies the entire second floor, which is approximately 4,200 square feet in size. SRTA's workspace is comprised of a waiting room/lobby area, break room, server room, copier room, two conference rooms, and nine office spaces. Additional, unused space could be turned into additional office space or second server space in the future.

SRTA's current technology infrastructure consists of approximately the following:

- Nine (9) workstation PCs (Windows 10 Professional)
- One (1) iMac (macOS with Boot Camp Windows partition)
- Three (3) older PCs in reserve for emergency use
- Two (2) laptops (one (1) MacBook, one (1) Windows)
- Three (3) tablets (two (2) iPads, one (1) Android)
- One (1) networked printer
- One (1) networked copier (multi-function machine)
- Two (2) HDTVs and one (1) media PC (conference room)
- One (1) rack-mounted primary server (Microsoft Windows Server 2016)
- One (1) rack-mounted secondary server (Microsoft Windows Server 2016)
- One (1) rack-mounted power supply
- Two (2) network switches

- One (1) firewall appliance
- One (1) electronic door lock system
- One (1) networked video recorder and camera system (leased from another vendor)
- Five (5) WAPs
- Network cabling
- Twelve (12) uninterruptible power supplies (UPS)
- ESI-50 Communication Server: 3 ESI60 phones, 7 ESI40 phones and voicemail
- 1 Polycom SoundStation2 speakerphone
- Two (2) iPhones on the Verizon network

SRTA's specialized software includes:

- QuickBooks Premier
- ESRI ArcGIS Desktop (two (2) licenses)
- ESRI ArcGIS Online
- Bentley Systems Cube travel modeling software (Enterprise license)
- Adobe Creative Cloud licenses
- Microsoft Office 365 Business Premium (ten (10) licenses)
- Microsoft Project
- Zoom conferencing
- LastPass password management

The following site is included in this proposal for IT support services:

SRTA Building
 1255 East Street, Suite 202
 Redding, CA 96001
 Phone: (530) 262-6190
 Fax: (530) 262-6189

Project Scope of Work

SRTA is seeking a qualified consultant to provide monthly information technology (IT) support services, as-needed IT project task orders, and equipment purchases for an approximately five-year term.

Submitted proposals must include the needs outlined below.

Project Management and Strategic Planning

SRTA staff has limited education and experience related to office IT management and planning. The successful vendor shall provide a virtual Chief Information Officer (vCIO) to assist SRTA in day-to-day operations and to help plan for future needs. The vCIO would maintain regular

communication with SRTA's IT staff liaison, including monthly meetings. Typical tasks expected of the vCIO include:

- Network Assessment
 - Evaluate SRTA's existing infrastructure and IT policies
 - Identify gaps and security concerns
 - Recommend actions to keep SRTA's systems online and secure
 - Develop and maintain a network map
- Strategic Planning and Analysis
 - Conduct monthly meetings with SRTA IT liaison
 - Develop a strategic plan for keeping hardware and software up to date
 - Maintain an IT Asset Tracker to keep track of all purchased, maintained, and expired assets, including expiration dates of equipment maintenance agreements, licenses, domain names, and website hosting services
 - Review agency hardware, software, and services; and make recommendations on improvements to ensure compatibility between devices, applications, services, and software.
 - Provide recommendations on how SRTA can better leverage technology for increased productivity, effectiveness, and/or savings.
- IT Budgeting
 - Assist the SRTA IT liaison on developing an annual IT budget, including all hardware and software (including licenses). *Note: SRTA's Fiscal Year (FY) runs from July 1 to June 30 of each year. Draft budgets must be prepared by January 31 of each year for the upcoming FY.*
- Project Management
 - Be the primary contact for all IT projects. Coordinate project tasks as needed amongst all resources. Keep track of all tickets and outstanding issues.
 - Keep track of all invoicing/billing to ensure accuracy of invoices. Resolve any issues with accounting.
 - Manage all equipment purchasing requests, including adherence to SRTA procurement policies.
 - Maintain all contract and project records.

Device Support Services

Consultant will be expected to perform basic support functions, including, but not limited to: the setup and installation of desktops, laptops, tablets, peripherals, and office software; diagnosis and correction of device application problems; configuration of workstations, laptops, and tablets for standard applications; removal of bloatware; and identification and correction of user hardware problems, including advanced troubleshooting as needed.

Network Administration and Server Support Services

The consultant is expected to ensure networks and servers are running smoothly, securely, and reliably so that there is minimal downtime during SRTA's normal work hours. To the extent possible, tasks should be conducted during SRTA's non-working hours—preferably after 7:00 p.m. Consultant tasks should include, but are not limited to, the following:

- Maintenance and support of network equipment, including switches, firewalls, routers, WAPs, and other devices, as needed.
- Management of networks and computer systems, including: complex applications; databases; servers and associated hardware; software; communications (as applicable); and operating systems.
- Installation and maintenance of network devices; ensure devices are connected to networked printers and scanners; routine configuration changes, and installation of patches and upgrades; minor cabling (as needed); and network and server analysis.
- Schedule preventative maintenance that minimizes impact to staff during work hours; maintenance of help desk tickets; support of software products related to servers and workstations; and timely response to repair and maintenance work.
- Analyzing and auditing networks to ensure everything is working properly.

User Maintenance, Email, Remote Access, Security, and Backup Support

The consultant will ensure SRTA's systems are secure and provide user maintenance, email, remote access, and backup support. Tasks include, but are not limited to, the following:

- Setup, configuration, and maintenance of network users including profiles, email, and remote access in a secure environment.
- Ensure all virus detection programs are up to date on all servers, workstations, laptops, tablets, and other appropriate devices.
- Ensure that daily, weekly, and monthly backups perform as designed. Troubleshoot and fix any issues. Assist SRTA staff with file recovery.
- Perform periodic security audits, including notification of suspected breaches of security to the executive director and/or SRTA's IT liaison.

Support Services

SRTA's normal work hours are Monday through Friday, from 8:00 a.m. to 5:00 p.m., excluding twelve holidays per year. The consultant, at a minimum, should be available during these hours to provide remote help desk, phone and on-site support services. Some SRTA staff are currently on "flex" schedules and arrive as early as 6:00 a.m. and work as late as 7:00 p.m. The ideal consultant would be available to provide support during these hours as well. Consultants should also be available before and after work hours, as needed, and be able to maintain 24/7 monitoring of SRTA's systems to ensure SRTA's systems are running properly. Procedures should be in place to receive alert notifications in case of equipment failure. Consultant should be able

to provide monthly and annual reports on help desk tickets, service requests, network health, available server space, and patches.

Purchasing

SRTA staff duties and technological needs vary. The consultant is expected to become sufficiently familiar with SRTA's functions and staff to be able to recommend equipment and standard office software applications that meet SRTA's office needs. Consultant should assist SRTA in necessary purchases consistent with SRTA's adopted [procurement policies \(https://www.srta.ca.gov/167/Policies-Procedures\)](https://www.srta.ca.gov/167/Policies-Procedures).

Cloud Computing Services, Cloud Data Storage, and Software as a Service

In recent years, cloud-based solutions have become increasingly common in the technology sector. Advantages may include cost savings and increased productivity, but not every cloud-based solution may be appropriate for a government agency. The consultant will help SRTA leverage these solutions to help better fulfil its mission while meeting all legal and ethical requirements. Tasks include, but are not limited to, the following:

- Management and support of SRTA's existing cloud-based solutions, including its offsite data back-up, cloud file storage, Office 365 subscriptions, etc.
- Evaluating opportunities to increase SRTA's effectiveness, productivity, or savings by adopting or migrating to cloud-based solutions.
- Pass-through billing for cloud-based solutions when possible and appropriate (e.g. Office 365, etc.)

Consultant Migration Planning and Support

It is critical that, in the event a new consultant is awarded the contract, SRTA should not experience any downtime, reduced capacity, or vulnerability to network attacks or malware. The consultant should present a proposal to migrate administration of SRTA's systems from the current consultant as seamlessly as possible. It is anticipated that this work would be completed during the month of June 2020. Likewise, the consultant will need to work with another consultant with migration, if needed, at the end of this contract.

Other IT Support Tasks as Needed

Other IT-related tasks may arise that will require services from the vendor. For example: serving as a technical point of contact with the State of California's IT Department regarding the registration and annual maintenance of the srta.ca.gov domain name.

Options

Subject to SRTA Board of Directors approval, the terms of the agreement may be extended at the end of the agreement for up to one (1) year at a prorated amount, to avoid a gap or disruption of services.

Not Included

Neither this RFP nor the contract to be awarded obligate SRTA to purchase computer equipment, replacement parts, hardware devices, cabling, licenses, or software et al. from the vendor awarded this service contract. This scope does not include computer equipment, software and networks not owned by SRTA such as PRI (Primary Rate Interface), PBX (Private Branch Exchange), or alarm systems.

Timeline

The contract will be for an approximately five-year period, whereupon a new procurement process will be initiated. The contract will start June 1, 2020 and end June 30, 2025.

Proposal Contents

Consultants interested in providing the services specified in this RFP should submit a proposal with the following required information:

1. Transmittal letter signed by an officer who may contractually bind the business, with a description of the firm containing the firm name, firm address, firm's status as a Disadvantaged Business Enterprise (DBE) or non-DBE, age of the firm, NAICS code, and annual gross receipts (may be a range). The proposal shall be a firm offer for a minimum of 90 days and contain a statement to that effect. The proposal shall contain a statement that all activities performed within the proposed scope of work will be performed at a not-to-exceed price.
2. Statement of understanding of the scope of work and a discussion of consultant's technical and project management approach, including how consultant maintains ongoing communication with clients.
3. List of the personnel on the project team, including a summary of their qualifications and work experience (resumes may be included as an attachment). This includes sub-consultants, if any, proposed for use.

4. Representative list of similar projects completed within the last five years including: project description and services provided, budget and schedule performance, and contact information for the client reference.
5. Work plan and schedule to complete the project scope of work identifying milestones, deliverables, and service guarantees (e.g. uptime, response time, etc.).
6. Cost proposal worksheet, including:
 - **Monthly Support Services** – Include the cost of monthly support services by fiscal year (July 1 – June 30). This should be inclusive of any assumed cost increases, typically no more than 3% per year. Consultants should specify what items are not included with monthly support services and provide separate rates for those as well (i.e. rates for spam filter or other items that are based on a "per user, per month" rate). Consultants should also specify if monthly support service rates for any specific IT items would change (i.e. increase or decrease) based on the number of staff employed at SRTA.
 - **As-Needed Project Costs** – Include the hourly cost of staff, by position, for "as-needed" projects, such as on-site equipment setup, travel, etc. This should include any items not covered under the Monthly Support Services.
 - **Other Costs** – Consultant should specify any other costs not covered above such as Office 365 monthly rates, training, facility rental, equipment rental, printing costs, etc.
7. How the respondent heard of the procurement.

RFP Questions, Contact Person, and Schedule

Questions

Questions concerning this RFP will be responded to collectively and made available for interested applicants via the SRTA website. All email inquiries must be submitted no later than 5:00 p.m. PST on Monday, February 3, to the below contact person. Telephone calls will not be accepted. **Questions taken from prospective vendors, and responded to by SRTA staff, will be reported on SRTA's bid posting webpage.** All responses to questions will be posted on the [SRTA website](http://www.srta.ca.gov/bids.aspx) no later than 5:00 p.m. PST on Thursday, February 6. Interested applicants must subscribe to SRTA's bid posting webpage at <http://www.srta.ca.gov/bids.aspx> so that they are notified of any addenda to the RFP, or for responses to questions received.

Contact Person

Michael Kuker
Associate Transportation Planner
srta@srta.ca.gov

Schedule

The RFP schedule is as follows.

Tasks	Deadline
Release RFP	January 22, 2020
Interested Vendor Questions Due	5:00 p.m. PST, February 3
SRTA Response to Vendor Questions	No later than 5 p.m. PST, February 6
Vendor Proposals Due	3:00 p.m. PST, February 26, 2020 (no postmarks accepted)
Evaluation and Ranking of Proposals	February 26–28, 2020
Interviews (if necessary)	March 2–6, 2020
Consultant-SRTA Contract, including Budget and Scope of Work	March 2–27, 2020
SRTA Board of Directors Approval	April 21, 2020
Contract Start	June 1, 2020

Proposal Evaluation

A panel including will be formed to evaluate the proposals and make a recommendation in consultation with the executive director, which will then go to the SRTA Board of Directors for approval. The proposal evaluation will be based on the scoring criteria presented in Figure 2. In unusual circumstances where a recommendation cannot be made based on the proposals alone, the highest ranked consultants may be invited to an interview via conference call or teleconference. Should interviews be held, SRTA will provide a list of questions and evaluation criteria before the interviews. Presentations will be allowed, with a specified time limit.

Figure 2 – Proposal Scoring Criteria

Criteria	Points
Thoroughness of proposal and meeting the RFP project scope of work and the project’s overarching objectives	35
Qualifications and similar experience of the consulting firm and project team	30
Reasonableness and value of proposed cost and fee schedule	25
DBE participation level	5
References	5

Contract Amount and Award

In order to allow for the possibility of migration to a new consultant, the anticipated start date of the contract is June 1, 2020, with a June 30, 2025 expiration. Monthly IT services will not start until July 1, 2020. Consultant selection will be based on a combination of funding availability and

the value of the services to be provided. SRTA estimates a budget of \$250,000 for the life of the contract over five years, including monthly support services, as-needed IT project tasks, and anticipated hardware replacements.

Barring any delays (i.e. the need for a budget amendment, extension of the RFP response date, etc.), the SRTA Executive Director will schedule the proposed technical services agreement for consideration by the SRTA Board of Directors on April 21, 2020. The agreement is not in force until approved by the SRTA Board of Directors and written authorization to proceed is provided to the selected consultant.

Standard Consulting Agreement

SRTA's standard Technical Services Agreement (TSA) will be used for the agreement between SRTA and the selected consultant. SRTA's TSA template is provided by separate attachment to the RFP distribution.

Protest Procedure

All protests will follow the SRTA protest procedures for procurements as delineated in Appendix 1.

Debriefing

SRTA will provide an informal debriefing, as requested, to interested consultants not selected for this contract once a final contract has been negotiated and executed.

Proposal Submittal

Please submit consultant proposals to:

Shasta Regional Transportation Agency
Attn: Michael Kuker
1255 East Street, Suite 202
Redding, CA 96001
srta@srta.ca.gov

Submittals must be received at the SRTA office before **3:00 p.m. PST on Wednesday, February 26, 2020.** No proposals will be accepted after this time. **Postmarks are not acceptable.** Consultants may forward their proposal by email or by mail, or delivery service. Proposal receipt will be acknowledged by email.

The cost of preparing and submitting a proposal, pre-contract meetings, and participating in an interview—if held—are at the sole expense of the proposer. SRTA reserves the right to reject any or all proposals, and to waive any informality, technical defect, or clerical error in any

proposal at SRTA's discretion. Solicitation of proposals in no way obligates SRTA to contract with any firm or individual. The decision to approve and award a contract is at the discretion of SRTA.

Additional Information and Terms

Public Records Act: All proposals submitted in response to the RFP will become the exclusive property of SRTA. At such time as an awarded contract is executed, all bids and proposals become a matter of public record and will be regarded as public records and subject to the Public Records Act (Gov. Code Section 6254 et. seq.).

If consultant feels that any information in their proposal is "proprietary" in nature, then consultant must provide a second proposal (clearly labeled) with that information removed, which would be shared in the event of any Public Records Act request. Otherwise, their submitted proposal will be provided in the event of a Public Records Act request and consultant, by submitting a proposal to this RFP, waives any claims against and hold SRTA harmless for the release of their proposal.

In the event of litigation concerning the disclosure of any records, SRTA's sole involvement will be as a stakeholder, retaining the records until otherwise ordered by a court. The proposer, at its sole expense and risk, shall be fully responsible for any, and all, fees for prosecuting or defending any action concerning the records and shall indemnify and hold SRTA harmless from all costs and expenses, including attorney's fees, in connection with, any such action.

Modification or Withdrawal of Proposal: Any proposal received prior to the deadline may be withdrawn or modified either personally, through e-mail, or by written request of the consultant. To be considered, the modification must be received in writing (email acceptable) prior to the deadline. Proposals may be withdrawn following the proposal deadline for good cause; please consult with the RFP contact person to discuss this.

RFP Addendum or Addenda: Any changes to the RFP will be made by written addenda issued by SRTA, and shall be considered part of the RFP. The RFP deadline may be extended dependent upon the nature of the changes issued. Upon issuance, such addenda shall be incorporated into the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation. Any addenda will be posted on-line only. It will be the consultant's responsibility to assure that all addenda are incorporated into the proposal as required according to all the terms and conditions for submittal of the proposal. In no event will SRTA modify the RFP with less than five (5) days remaining to the deadline, without extending the RFP deadline.

Verbal Agreement or Conversation: No prior, current, or post-award verbal conversations or agreement(s) with any officer, agent, or employee of SRTA shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

Special Funding Considerations: Any contract resulting from this RFP will be financed with funds available to SRTA. The contract for this service is contingent upon the provision of these funds to SRTA. In the event these funds are reduced or eliminated, SRTA reserves the right to terminate or revise any contract.

DBE Requirement: SRTA has determined that disadvantaged business enterprises, as defined in 49 CFR Part 26, will have the opportunity to compete fairly for contracts financed, in whole or in part, with federal funds. SRTA has a disadvantaged business enterprise (DBE) goal of 4.8% for federal fiscal years 2018/2019/2020. SRTA encourages respondents to include the participation of DBE businesses within your proposal.

Equal Employment Opportunity/Affirmative Action: In awarding a contract to a consultant, SRTA includes language within the contract which requires the consultant to certify their compliance with federal regulations.

PROTEST PROCEDURES FOR PROCUREMENTS

I. PROTESTS

The following procedures shall be used by Shasta Regional Transportation Agency (SRTA) to fairly and promptly respond to any protests received regarding third-party contracts or the contracting process. SRTA will consider all protests or objections regarding the contracting process or the award of an Agreement received by SRTA by 4 p.m. on the deadlines discussed below. SRTA will review only protests submitted by an actual or prospective Proposer. Protests by prospective subcontractors will be rejected. A protest by any adversely affected Proposer must be made in writing and must be mailed or hand delivered to SRTA. A protest which does not strictly comply with the SRTA protest procedures will be rejected.

A. Protests Before Bid/Proposal Opening

Protests relating to the content of the solicitation (i.e., RFP, IFB, RFQ), including protests related to DBE/UDBE requirements, must be filed within five (5) business days after the date the solicitation or addendum with the revised content is released to the public by SRTA. Failure to file a protest concerning the content of the solicitation or addendum prior to this deadline constitutes a waiver of any protest on these grounds.

B. Protests Related to Determination of Responsiveness

In the event the RFP contains a DBE/UDBE goal and SRTA makes a determination that Proposer has not met the goal or good faith effort requirements set forth in this RFP, SRTA will send the Proposer a Notice of Non-Responsiveness. Protests relating to any Notice of Non-Responsiveness must be filed within five (5) business days after the date of such notice. Failure to file a protest concerning the non-responsiveness determination prior to this deadline constitutes a waiver of any protest on these grounds and SRTA shall not be obligated to send Proposer any further notices.

C. Protests After Bid/Proposal Due Date

After Proposers are shortlisted and/or selected for negotiations, notices will be sent to all relevant Proposers. Protests relating to failure to make the shortlist must be filed within five (5) business days following protester's receipt of a notice regarding the shortlisting. Protests relating to the intent to make an award must be filed within five (5) business days following protester's receipt of the notice regarding the intent to negotiate. The date of filing shall be the date SRTA receives the protest. Untimely protests will be rejected. If deemed necessary, SRTA shall notify all Proposers of record that a protest has been filed

and the award has been postponed until further notice. If necessary, Proposers will be asked to extend the time for acceptance of their proposal in order to avoid the need for readvertisement of the solicitation.

D. Protest Contents

A letter of protest must set forth detailed grounds for the protest and be fully supported with technical data, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested. The protest also must state the law, rule, regulation, or policy upon which the protest is based. Protests concerning the relative weight of the evaluation criteria or the formula used in assigning points to make an award determination will be rejected. The protester must allege or establish a clear violation of a specific law, rule, regulation, or policy. If the protester considers that the protest contains proprietary material that should be withheld, a statement advising of this fact must be affixed to the front page of the protest document, and alleged proprietary information shall be so identified wherever it appears. Protests shall be mailed to:

The Protest Administrator

Reference: SRTA Contract Solicitation No. Solicitation #

E. Role Of The Protest Administrator

If a protest raises solely a question of law, the Executive Director shall retain the services of SRTA Legal Counsel to serve as the Protest Committee. SRTA Legal Counsel will prepare a recommendation regarding the protest, in writing, to the SRTA Executive Director within ten (10) business days.

The Protest Administrator shall review each protest to determine if it is in compliance with the deadline, format, content, and notice requirements set forth in this Section. If a protest does not meet such requirements it may be rejected without further consideration. A written notice of such rejection shall be sent to the protester.

If the protest requires resolution of questions of fact, the Protest Administrator, his/her designee will appoint individuals to participate on a Protest Committee. The Protest Administrator will endeavor to appoint at least one of the Protest Committee members from an outside agency, and no one may sit on the Protest Committee that has a known and direct connection to the procurement that is the subject of the protest. The Protest Administrator also will appoint a chairperson for the Protest Committee. The Protest Administrator will gather the documents that the Protest Committee will need for its investigation and prepare a memo to the Protest Committee containing background information regarding the protest. Any communication regarding the protest between the protester and SRTA shall be through the Protest Administrator during the protest proceedings. Protesters may not contact anyone at SRTA other than the Protest Administrator.

The Protest Committee shall ensure the protest was received within the timeline specified and review the protest to determine if it itemizes in appropriate detail each matter contested as well as any factual reason(s) for the requested protest. The Committee chairperson shall schedule the date of the Protest Committee meeting, contact the Committee panel members, and distribute all protest documentation.

F. Reply To Protest

The Protest Committee will review all qualifying protests in a timely manner and may hold an informal hearing if deemed necessary in order to complete its investigation. The Protest Committee will prepare a recommendation regarding the protest, in writing, to SRTA's Executive Director within ten (10) business days of the date of receipt of the protest. All materials included with the original protest at time of submittal will be considered. Supplemental materials filed by a protester after the protest deadline will not be considered unless there are extenuating circumstances in the opinion of the Protest Committee. Protest documents will not be withheld from any interested party outside of SRTA, with the exception that information will be withheld when required by law or regulation. The Executive Director or his/her designee will either sustain or reject the protest in writing based upon the recommendation of the Protest Committee and the best interests of SRTA. This decision will be communicated in writing to the protestor and/or the party whose proposal is the subject of the protest and delivered by email or overnight delivery.

G. Results Of The Protest

If the protest relating to a contract award is sustained, the original Notice of Intent to Award may be withdrawn after the deadline for protest reconsideration has passed. SRTA then may issue a new Notice of Intent to Award to a different bidder/Proposer and a new protest period will commence using the same timelines discussed above. If the protest is rejected, the original Notice of Intent to Award will stand and SRTA will continue with contract negotiations with the awardee.

H. Federal Transit Administration Requirements Not Applicable in the Absence of FTA Funding

1. FTA Review of Protests

- a. In the case of contracts funded by the FTA, the FTA will review only protests regarding the alleged failure of SRTA to have written protest procedures or alleged failure to follow such procedures.
- b. Alleged violations on other grounds are under the jurisdiction of the appropriate state or local administrative or judicial authorities. Alleged violations of a specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation.

See Buy America Requirements, 49 C.F.R. 661.15; Participation by Minority Business Enterprise in DOT Programs, 49 C.F.R. 26.

- c. The FTA will review only protests submitted by an interested party defined as an actual or prospective bidder or Proposer whose direct economic interest would be affected by the award of the contract or by failure to award the contract in accordance with FTA Circular 4220.1F. A subcontractor does not qualify as an “interested party.” (See FTA Circular 4220.1E, Chapter VII, Section I (1)(c)).”

2. Time for Filing

- a. Protesters shall file a protest with the FTA not later than five (5) business days after a final decision is rendered under the SRTA protest procedure. A copy of any protest documents filed with the FTA must be provided concurrently to SRTA. In instances where the protester alleges that SRTA failed to make a final determination on the protest, protesters shall file a protest with the FTA not later than five (5) business days after the protester knew or should have known of the failure of SRTA to render a final determination on the protest.
- b. SRTA shall not award a contract for five (5) business days following its decision on a bid protest except in accordance with the provisions and limitations of subparagraph 6. After five (5) business days, SRTA shall confirm with the FTA that the FTA has not received a protest on the contract in question.

3. Submission of Protest to the FTA

- a. The protester must exhaust its administrative remedies by pursuing the recipient’s protest procedures to completion before appealing the recipient’s decision to the FTA. (FTA Circular 4220.1F, Page VII-3, November 1, 2008).
- b. Protests should be filed with the FTA Region 9 office and a copy must be sent to SRTA by the protester.
- c. The protest filed with the FTA shall:
 - Include name and address of protester
 - Identify SRTA as the grantee, the SRTA Contract Administrator, and number of the contract solicitation
 - Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible

- Include a copy of the local protest filed with SRTA and a copy of the SRTA decision, if any

4. SRTA Response

- a. The FTA shall notify SRTA in a timely manner of receipt of a protest.
- b. SRTA shall submit the following information not later than ten (10) business days after receipt of notification by the FTA of the protest:
 - a copy of SRTA's protest procedure
 - a description of the process followed concerning the protester's protest
 - any supporting documentation
- c. SRTA shall provide protester with a copy of the above submission.

5. Protester Comments

The protester must submit any comments on the SRTA submission not later than ten (10) business days after the protester's receipt of the SRTA submission.

6. *Withholding of Award*

When a protest has been timely filed with SRTA before award, SRTA shall not make an award prior to five (5) business days after the resolution of the protest, or if a protest has been filed with the FTA, during the pendency of that protest, unless SRTA determines that:

- a. The items to be procured are urgently required;
- b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
- c. Failure to make prompt award will otherwise cause undue harm to SRTA or the federal government.

The FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest.

7. FTA Action

Upon receipt of the submissions, the FTA will either request further information or a conference among the parties, or will render a decision on the protest.