

REQUEST FOR PROPOSALS (RE-ADVERTISED)

June 28, 2023

CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS COLUMBIA AREA TRANSPORTATION STUDY METROPOLITAN PLANNING ORGANIZATION

REGIONAL PASSENGER RAIL FEASIBILITY STUDY (RE-ADVERTISED)

The Central Midlands Council of Governments (CMCOG) is hereby issuing this Request for Proposals (RFP) to firms that have the capability and interest in undertaking and performing the scope of work described below. Each firm is officially a CONSULTANT. Each CONSULTANT must submit a package containing an original proposal and five (5) copies to CMCOG no later than **2:00 p.m. on July 20, 2023** to Reginald Simmons, Deputy Executive Director/Transportation Director, CMCOG, 236 Stoneridge Drive, Columbia, SC 29210. One proposal must be submitted by email to rsimmons@centralmidlands.org. The subject line of the email must include the name of the project, RFP number, and name of the proposer. All proposals will be logged in and date and time stamped. Any hardcopy proposal package that is received after the date and time specified will be logged and date and time stamped as “late” and returned unopened to the CONSULTANT.

Proposals shall include the following information:

1. Proposals must not be more than the equivalent of 25 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 the cover letter). The font size should be no smaller than 12 pt.
2. Letter of Interest: The Letter of Interest should be no longer than two (2) pages and shall contain the following items:
 - a. An expression of the Prime Consultant’s interest in being selected for the project.
 - b. A statement confirming the Disadvantaged Business Enterprise participation project goal.
 - c. A statement confirming registration with SAM.gov by including your CAGE number.
 - d. A statement confirming that your organization is not suspended or disbarred from receiving a federal contract.
 - e. A statement confirming the commitment of key personnel identified in the submittal to the extent necessary to meet CMCOG’s quality and schedule expectations.
 - f. Provide the name of the Prime Consultant Principal, Officer of the Firm or Project Manager responsible for this contract and has authority to sign the contract for consultant.
 - g. A summary of key points regarding the Prime Consultant’s qualifications.
 - h. Signing the letter of interest constitutes authorization of consultant to submit qualification for the purpose of negotiating and entering a contract with CMCOG.
 - i. Certification of authorized submitter that information contained within is correct by including: “I certify that the information included within this document, is to the best of my knowledge, correct as of the date indicated”.
3. Project Organization Chart: - Limited to one (1) side of one sheet of paper. This chart must include the names of the key individuals selected for this project, their roles on the project, the names of the consultant by which they are employed, and the lines of communication, to include functional structure, levels of management and reporting relationships for key individuals, and major functions to be performed in managing and developing the project. It shall also indicate the people who will be points of contact with the CMCOG Project Manager.

4. Provide a list of references who have personal knowledge of the prime consultant's and the sub-consultant's previous performance. Provide three (3) client references each for both the prime and the sub-consultant(s). The references must include verified addresses, email addresses and telephone numbers, contact persons, and a brief description of services that have been provided like those described by CMCOG for this project. References shall be shown on separate sheets (limited to one (1) single-sided sheet; one sheet for the prime and one sheet for each sub proposed).
5. Provide a proposed list of required tasks and milestones to address the provided scope of work.
6. 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.
7. A direct response to each of the selection criteria identified below.
8. Standard Form 330 (SF 330) as required by the Federal Acquisitions Regulations. All parts of the SF 330 must be completed in its entirety for the prime consultant, any sub-consultants, and any sub-contractors. Also, indicate if the prime consultant has previously worked with the proposed sub-consultant and give a brief example of the previous relationship(s). The Form 330s will not count against the maximum page limit and can be included in the appendices.

CONSULTANT SELECTION PROCESS

The CONSULTANT will be evaluated based on the selection process. First, there will be an evaluation of the CONSULTANT's technical proposal using the selection criteria below. The proposals will be reviewed to determine which proposals receive the highest scores. Next, the highest scoring technical proposals, which must be a minimum of three, will be invited to participate in oral interviews about their proposal. CMCOG reserves the right to interview additional firms. The selection of the CONSULTANT will be determined by the highest total technical and interview score from the evaluation process. Please be advised that if a minimum of three proposals are not received, then CMCOG will document the number of proposals received and seek guidance from SCDOT and FHWA before proceeding with this procurement process.

All proposals received shall be subject to an evaluation by the CMCOG, assisted by other technical personnel as deemed appropriate for the purpose of selecting the CONSULTANT with whom a contract will be executed. CMCOG reserves the right to reject any and all proposals in whole or in part if in the judgment of CMCOG, the best interest of all parties will be served.

The selection of the successful CONSULTANT will be made solely by CMCOG. There will be no pre-proposal conference conducted by CMCOG. However, the CONSULTANT may ask questions to discuss the contents of this RFP and the expectation of CMCOG related to this regional transportation planning project. **All questions or request for clarifications regarding this RFP shall be submitted no later than 12:00 p.m. Tuesday, July 11, 2023, to Reginald Simmons, Deputy Executive Director /Transportation Director, CMCOG, 236 Stoneridge Drive, Columbia, SC 29210.** Questions may be submitted in writing or by email to rsimmons@centralmidlands.org. No telephone inquiries will be accepted. All questions submitted and their answers will be promptly placed on the CMCOG website at www.centralmidlands.org.

If in the judgment of the CMCOG, changes in the contents of the RFP are required, an addendum will be issued by CMCOG. **Any addendum that may be issued will be posted on the CMCOG website at www.centralmidlands.org by 12 p.m. on Friday, July 14, 2023.** The CONSULTANT will be required to provide a written letter to acknowledge their receipt of the addendum and inclusion as part their submission. This additional letter shall be one (1) page and will not be subject to the page limit requirement.

Due to potential conflict of interest, no CONSULTANT or a person representing a CONSULTANT may arrange or meet with the individual members of CMCOG or its partnering agencies to discuss any items or matters related to this RFP during the period between the date of the release of this RFP and the date CMCOG makes the decision selecting the successful CONSULTANT.

CMCOG shall rank each proposal against the stated criteria. CMCOG reserves the right to contact a firm to obtain written clarification of information submitted and to contact references to obtain information regarding performance reliability and integrity.

The criteria and the percentage of their importance in making the selection are:

STEP ONE

Method of approach: 20 Percent

This refers to the technical soundness of the CONSULTANT's stated approach to the project, the comprehensiveness of the proposed approach, and the techniques to be used.

Understanding the Purpose: 15 Percent

A determination will be made of the CONSULTANT's understanding of the project purpose and goals as presented in the RFP. Evaluation will be based on the data presented in the CONSULTANT's proposal, and the approach and allocation of time on specific tasks. CONSULTANTS should feel free to suggest other requirements and problems that may have been overlooked.

Capability and qualifications: 15 Percent

The ability of a prospective CONSULTANT will be evaluated under the terms of the RFP, relative to having a staff with the qualifications needed to successfully complete the project. Qualifications of professional personnel assigned to the project, as specified in the proposal including Sub-CONSULTANTS, will be measured by both education and experience, and with particular reference to experience on similar projects. The CONSULTANT's professional and project staff that work on the project must be the same staff that is identified in the proposal.

Cooperative work experience: 10 Percent

This covers the prospective CONSULTANT's experience working as a cooperative team with other CONSULTANTS and public agencies. Qualifications of professionals assigned will be measured by past experience on past projects within a cooperative team environment. The CONSULTANT will provide specific examples of cooperative work experience with contact references for the selection committee.

Originality or innovativeness: 10 Percent

This RFP generally outlines the key outcomes and products expected by CMCOG. A key factor in the selection of the firm is any innovative approach to the study that goes beyond the suggested Scope of Work, either in data gathering, data analysis, public participation, etc. It must be shown how this will be accomplished within the time limits.

Schedule: 10 Percent

The prospective CONSULTANT will be evaluated on their ability to follow a schedule that will successfully complete the project within the required time frame. The prospective CONSULTANT is encouraged to provide a more aggressive schedule for completion.

STEP TWO**ORAL PRESENTATIONS**

CONSULTANTS who submit a proposal may be requested to make an oral presentation of their proposal. The highest scoring technical proposals, which will be a minimum of three, may be invited to oral interviews. This presentation will provide an opportunity for the CONSULTANT to clarify their proposal. Notice for oral presentations will be provided by CMCOG.

Interview: 20 Percent

The prospective CONSULTANT will be evaluated on their ability to clarify their proposal to accomplish the key outcomes of this study.

STEP ONE: 80 Percent

STEP TWO: 20 Percent

TOTAL: 100 Percent

At the end of the selection process, CMCOG will list the three (3) top ranked firms. Based on the evaluations of the submitted proposals, CMCOG will select the top ranked firm and negotiations will begin immediately to finalize the scope of work, personnel, hours, hourly rates, use of sub-CONSULTANTS, and other direct costs that will be required to complete the agreement between CMCOG and the selected firm. If an agreement cannot be reached with the top ranked firm, CMCOG will formally terminate negotiations with the top ranked firm and will begin negotiations with the second ranked firm and the negotiation phase will be repeated. If an agreement cannot be reached with the second ranked firm, CMCOG will formally terminate negotiations with the second ranked firm and will begin negotiations with the third ranked firm and the negotiation phase will be repeated. If an agreement cannot be reached with the third ranked firm, CMCOG will reconsider the project for re-solicitation. CMCOG reserves the right to reject any and all proposals received, and in all cases CMCOG will be the sole judge as to whether a CONSULTANT's proposal has or has not satisfactorily met the requirements of this RFP.

DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the CMCOG to ensure nondiscrimination in the award and administration of federally assisted contracts and to use Disadvantaged Business Enterprises (DBEs) in all types of contracting and procurement activities according to State and Federal laws. To that end the CMCOG has established a DBE program in accordance with regulations of the United States Department of Transportation found in 49 CFR Part 26. Each CONSULTANT is encouraged to use certified DBEs to meet the tasks and milestones of this request.

To ensure compliance with the CMCOG DBE Program, please note that CMCOG will request a minimum participation goal of 15% for South Carolina Unified Certification Program (UCP) certified DBEs for this project. A listing of South Carolina Unified Certification Program (UCP) certified DBEs can be found on SCDOT's website at <https://www.scdot.org/business/bus-development-dbe-sbe-cert.aspx>. Please note that the

following statement should be included in the proposal to denote the level of proposed DBE participation.

“We the (CONSULTANT) ensure to the fullest extent possible that at least _____ % of all procurement made with funds provided under this project/plan/request will be made from organizations owned and controlled by socially and economically disadvantage individuals, women, and historically black colleges and universities.”

SYSTEM FOR AWARD MANAGEMENT

System for Award Management (SAM) is a web-based, government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract awards, grants, and the electronic payment processes.

Please be advised that you must be registered with the System for Award Management (SAM) to be considered as a candidate for this project. Also, your agency must not be disbarred from doing business with the Federal Government to be considered as a candidate for this project. Failure to register with SAM and/or being disbarred from doing business with the federal government will be considered as disqualifying factors in this procurement process. Potential proposers can register with the SAM at the following address:

<https://sam.gov/content/home>.

NOTICE OF AWARD

Notice of “Intent to Award Contracts” will be posted on the CMCOG web site. In addition, a notice will be mailed to CONSULTANTS, informing them of the success, or lack thereof, of their proposal to receive an award.

APPEAL POLICY

CONSULTANTS dissatisfied with the decisions regarding contract award can appeal to CMCOG. The protest must be filed in writing by the authorized signatory official for the CONSULTANT addressed to Ben Mauldin, CMCOG Executive Director, within ten working days of the announcement of the contract awards. Announcement of our “Intent to Award Contracts” will be posted on the CMCOG web site. The ten working days to file appeals will begin on the date the “Intent to Award Contracts” is posted on the web site. All CONSULTANTS are encouraged to review CMCOG’S website (www.centralmidlands.org) daily during the RFP evaluation period. CMCOG will not consider appeals from individuals or organizations that do not have standing to appeal nor from sub-CONSULTANTS of parties with which contracts have been placed. The signature of a party on an appeal document constitutes a certification by the signer that the signer has read the document and to the best of their knowledge, information, and belief and, after reasonable inquiry, it is well grounded in fact. It must be warranted by existing law or by a good faith argument, and that it is not submitted for any improper purpose such as to harass, limit competition, or cause unnecessary delay or needless increase in the cost of the procurement or the appeal. The cost of the appeal will be borne solely by the appealing organization or individual. CMCOG will issue a written decision in accordance with its contract appeals procedures. Frivolous appeals will not be addressed by CMCOG. The decision of CMCOG is final. There will be no formal debriefing on CMCOG decisions on the appeal.

INSURANCE

The CONSULTANT shall effect and maintain insurance at its own cost and expense to protect itself and the CMCOG from claims under Workers' Compensation Acts; from claims for damages because of bodily injury

including sickness, disease, or death of any of its employees or other parties; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of professional services caused by errors, omissions, or negligent acts for which it is legally liable, each in the amount of \$1,000,000 or statutory amount as applicable.

FUNDING

Funding for this project will be provided through Federal, State, and local transportation/transit funding sources with the required match provided by CMCOG. Costs incurred prior to notice-to-proceed will be the responsibility of the CONSULTANT and will not be reimbursed. All travel expenses prior to notice to proceed shall be at the CONSULTANT's expense. This project will be negotiated on a lump sum contract.

PROPOSED TIMEFRAME

The proposed timeframe for this study is as follows:

Project Solicitation:	June 28, 2023
Deadline to Receive Questions:	July 11, 2023, at 12 p.m.
Addendum Posted Online:	July 14, 2023, by 12 p.m.
Request for Proposals Due:	July 20, 2023, at 2 p.m.
Interviews:	August 2023
Award of Contract:	August 2023
Completion of Contract:	December 2024

Regional Passenger Rail Feasibility Study

Scope of Work

I. INTRODUCTION & PROJECT BACKGROUND

The Central Midlands Council of Government in partnership with its member governments, the COMET, and the South Carolina Department of Transportation (SCDOT) is planning to conduct a feasibility study for passenger rail service from the City of Columbia to the study end points of Atlanta, GA; Charleston, SC; Savannah, GA; Charlotte, NC; and Raleigh, NC. The study examine the speed, frequency, and reliability necessary to be a competitive option for travel along each corridor.

The study shall examine and evaluate the costs and economic opportunities related to establishing rail service between the City of Columbia to the study end points of Atlanta, GA; Charleston, SC; Savannah, GA; Charlotte, NC; and Raleigh, NC; including, but not limited to: (i) the projected capital costs; (ii) the projected operating costs and revenue estimates; (iii) the projected ridership levels; (iv) the prospect of operating rail service on existing rights of way and other operational issues; (v) an estimate of the environmental impact and benefits; (vi) an analysis of community impact and benefits; (vii) the potential sources and availability of federal, state, local and private sector funding; and (viii) the resulting economic, employment, social and cultural benefits to Central Midlands region and the State as a whole.

This study will closely examine the statewide and regional economic and environmental benefits as well as any associated implementation challenges and identify all necessary improvements to support passenger rail service between the City of Columbia and the study end points. The project limits for this study and for potential infrastructure improvements sit between the City of Columbia and the study end points of Atlanta, GA; Charleston, SC; Savannah, GA; Charlotte, NC; and Raleigh, NC; as well as any additional right-of-way that may be necessary to accommodate maintenance, adjust alignments, or otherwise support the examined future passenger service.

The selected CONSULTANT will be directed and monitored by the Central Midlands Council of Governments. As part of the public involvement process, a study Working Group will be developed, which will be finalized as part of the study process. The CMCOG project manager will be the primary interface between the CONSULTANT and the Working Group.

The final product will be in the form of a report that includes all tasks outlined in this scope. The overall study report is expected to take fourteen (14) months from issuance of a Notice to Proceed (NTP).

II. Data Review and Procurement

All data proposed for use in this project work must be reviewed and approved by CMCOG independently of this scope. The selected CONSULTANT must review all existing data and additional resources. Should additional data be required or beneficial, all proposed data procurements must be approved by CMCOG along with the scope prior to Notice to Proceed.

Should a data procurement be found to be beneficial or necessary by CMCOG, CMCOG will retain exclusive and non-transferable ownership of the procured data beyond applications to the immediate project. The rights and privileges associated with the procured data will be at the sole discretion of CMCOG. This means that CMCOG retains the right to make use of, and have designated users make use of any procured data for purposes deemed worthwhile for enhancing transportation planning activities.

III. Project Tasks

The following sections address the specific tasks to be undertaken and are intended to serve as a guide for prospective CONSULTANTS in preparing their respective technical proposals.

The selected CONSULTANT team will perform specific tasks as outlined below, with a summary report, presentation materials (presumably in MS PowerPoint software), and other products as needed for each major task.

Each task will be accomplished in coordination with a public involvement plan. However, no item in this scope shall preclude the CONSULTANT from proposing modified or additional approaches or activities to accomplish the objectives of this effort. At the same time, the selected CONSULTANT must recognize that while this scope includes most major tasks expected to be completed, the CONSULTANT will be responsible for other tasks necessary to deliver the major study elements, even though not all may be explicitly referenced in this scope.

Task 1. Public Involvement Plan

The study's Public Involvement Plan will be developed by the CONSULTANT in consultation with CMCOG. It is anticipated that at a minimum, it will have two components: 1) meetings with the study's Working Group and 2) public informational meetings at key project milestones. In addition to rail, local, state, and federal representation, the Working Group will also include, but not be limited to regional representation.

Working Group meetings will be scheduled at key project milestones with input from the members and will be conducted by CMCOG and the CONSULTANT. Following CONSULTANT selection, the first Working Group meeting will be scheduled to discuss the study area limits and scope of work; to discuss the goals, objectives, and evaluation criteria for the project; to review the anticipated methodologies to assess potential ridership, economic impact, and environmental issues; and to give the Working Group the opportunity to comment on these elements.

CMCOG and the CONSULTANT will conduct public informational meetings at major project milestones. Public meetings will be scheduled and publicized by the CONSULTANT. At the discretion of CMCOG, the CONSULTANT will be expected to provide support for all elements of the public meetings.

The CONSULTANT shall be principally responsible for the preparation of presentation and display materials for Working Group meetings and public informational meetings. These materials shall be prepared in advance to allow CMCOG adequate time for review and approval. At CMCOG's discretion, the CONSULTANT may be required to present materials in advance of the Working Group or public informational meeting.

A project website will be created, maintained, and updated by the CONSULTANT. The CONSULTANT will be responsible for providing content data for the development of this website. The CONSULTANT will also be responsible for providing relevant historical documents, task deliverables, and both pre- and post-meeting materials to the CMCOG project manager for posting in a timely manner.

All elements of the Public Involvement Plan must include specific communication strategies to provide continuous and meaningful opportunities for involvement by the public throughout the study process. These strategies must provide the opportunity for full and fair participation by all potentially affected communities, including minority and low-income populations. Likewise, these strategies must include provisions to actively engage communities of color and gather their responses, as well as mitigate against potential discrimination based on race, color, national origin, English proficiency, income, religious creed, ancestry, disability, age, gender, sexual orientation, military service, or gender identity or expression. The CONSULTANT should utilize CMCOG's Public Participation Plan to guide the public participation process. All public materials produced as part of this study, including those posted to the project website, must be in an accessible format consistent with CMCOG guidelines.

Task 1 Deliverables

- Public Involvement Plan

Task 2. Documenting Past Efforts

CMCOG is looking to build off any previous analyses that has examined the benefits, impediments, and opportunities to make passenger rail a viable option for travel along these corridors and for some commuting trips; and fast enough to be competitive with other modes of travel. Therefore, the CONSULTANT must ensure that all past studies are examined, to avoid the duplication of past efforts. Other projects of relevance must also be examined.

Task 2 Deliverables

- A memorandum that summarizes the findings of any prior studies and identifies major gaps in past analysis, as they relate to the concept of providing passenger rail service.

Task 3. Current Conditions - Market Analysis

The CONSULTANT will provide current conditions, by giving an overview of the travel market. This will include an examination of demographics, land use, and current and projected future travel patterns by rail and other modes between Columbia and the selected communities. The CONSULTANT will provide an overview of the rail service as it operates today, reflecting existing Amtrak and intercity bus service patterns during peak and non-peak travel times, in addition to traffic counts and congestion on parallel roadways.

Task 3 Deliverables

- A memorandum that explains the travel market, including current travel options, and incorporates a demographic and land use analysis. It should be accompanied by existing and future projections of travel patterns along the study area using the current network build.

Task 4. Current Conditions - Physical, Regulatory, and ROW Ownership

The CONSULTANT will provide an assessment of physical, regulatory, and ownership opportunities and constraints based on current conditions.

Modifications to each routes' track, right-of-way, or condition since the completion of prior studies or plans should be documented in this task. The CONSULTANT shall identify the freight usage of each route, and report on future capacity of the line under a status quo scenario, identifying where track capacity is most limited based on corridor-level analysis. Potential service options envisioned in the study must consider track, signaling, and platform specifications that CSX, Norfolk Southern or potentially other rail system owners/operators would

require in order to operate or would be required to comply with. The CONSULTANT should also identify critical sections of track in each corridor whose ROW is important to passenger rail expansion.

To prepare for analysis of the physical opportunities and constraints, the CONSULTANT shall document: (1) corridor capacity levels, both current and future; (2) grade crossings by their condition and protections, identifying any signalization needs; (3) the extent and physical characteristics of Positive Train Control (PTC) in use along each corridor or committed as funding; (3) current speed restrictions along the entirety of each corridor; (4) station platform conditions, including those platforms that do not meet ADA requirements for their full length; and (5) contractual, regulatory, and other restrictions on use of each corridor.

Task 4 Deliverables

- A technical memorandum identifying all major physical, regulatory, and ownership opportunities and constraints of the rail corridors between Columbia and the study end point(s) as outlined above.

Task 5. Development of Potential Service Plans and Alternatives

CMCOG is looking to evaluate specific service models for direct point-to-point service between Columbia and the study end points. Potential alternatives should support the long-term role of each rail corridor as part of the nation's freight network. Using operations simulation tools, the CONSULTANT will help determine if new passenger alternatives can be operated given the existing track capacity, with and without investments, and any right-of-way.

The CONSULTANT will consider any viable service models identified in previous studies or services, or any outputs from the State's Rail Vision, if available, as part of its development of alternatives. The CONSULTANT may identify potential alternatives that require additional track or other infrastructure. Any additional infill stops between Columbia and the study end points will also be considered.

The CONSULTANT will work with CMCOG and SCDOT to determine key factors for each alternative including, but not limited to, the following:

- Additional right-of-way necessary
- Environmental and community impacts, including those related to any shift in freight movement from rail to trucking, grade crossings, VMT reductions and LOS improvements.
- New/expanded rail storage facilities needed.
- Direct, indirect, and induced economic benefits and impacts
- Impact on statewide emission reduction and other statewide clean energy goals

Task 5 Deliverables

- A draft version and final version of a technical memorandum identifying up to three service alternatives for each corridor, and the process used to select those alternatives. As part of this deliverable, detailed maps, and high-quality graphics of each of the alternatives will be developed.

Task 6. Alternatives Evaluation and Cost Estimate

The CONSULTANT will work with CMCOG to evaluate the alternatives identified in Task 5. In order to project ridership, the CONSULTANT will work with CMCOG, SCDOT, and other associated operators to ensure that the alternatives developed meet and address the below baseline factors, including but not limited to:

- Projected Ridership – The CONSULTANT should propose ridership projection methods including travel demand models.
- Compliance with all Federal and other private freight carrier requirements around shared freight and passenger service
- Ability to deliver competitive passenger rail service.
- Impacts on freight capacity, including those related to increased need for maintenance windows
- Impacts on the scheduling and performance of existing passenger rail service
- Additional permitting requirements

In addition to the ridership analysis, alternatives will be evaluated using the following investment criteria (system preservation, mobility, cost effectiveness, economic impact, safety, social equity and fairness, environment and health impacts, and policy support).

The CONSULTANT will also develop an order of magnitude cost estimates for each of the alternatives evaluated, based on Task 6. This cost estimate will consider both Amtrak and other potential operator cost structures, and include or be based on:

- Construction costs based on other projects of comparable scope, with a focus on any new stations, applicable track and signal expansion or upgrades, PTC investments.
- Rolling stock/vehicle costs for each service plan
- Property takings, if necessary
- Operations and maintenance costs for each service plan
- Revenue implications including projected fare box revenues and fare recovery ratios based on ridership projections for each service plan, as well as potential joint development revenue opportunities.
- Conduct a full cost-benefits analysis to quantify the economic, social, and cultural benefits to the CMCOG region, and any others directly served by the recommended alternative.

The cost estimate is to be based on comparable projects, adjusted appropriately to reflect scope and context.

Task 6 Deliverables

- A draft version and final version of a technical memorandum summarizing the evaluation of each of the Task 5 alternatives. This will include a detailed report on costs and ridership projections, with a transparent overview of ridership methodology.

Task 7. Development of Recommended Next Steps

The CONSULTANT will develop a framework around the results of Tasks 6 and 7 to recommend the next steps. The CONSULTANT will complete with the following subtasks:

- Summarize all available public and private sector funding opportunities and assess the likelihood of value capture as a funding mechanism.
- Develop a projected timeline for design, permitting and construction.

Task 7 Deliverables

- The CONSULTANT shall provide a final report to CMCOG that assesses the options considered, and presents recommendations for both near-term and long-term actions, funding opportunities. The final report will also include a cost-benefit analysis and a project implementation timeline.

IV. CLOSING PROJECT PHASE

- Plan Formally Presented to Local Government Partners for Endorsement/Approval
- Targeted Individual Briefings as Required
- Project Close-Out
- Incorporation of Approved Plan Elements into Regional/State Plans and Processes

V. SCHEDULE

The CONSULTANT must agree to begin work upon issuance of a notice to proceed by CMCOG and to complete this work within fourteen (14) months (or by December 31, 2024) of the date of notice to proceed. The work shall be guided by a detailed flow diagram, prepared by the CONSULTANT and furnished to the CMCOG within one week of receipt of notice to proceed, and approved by CMCOG. The project shall be considered complete only after action has been taken by the CMCOG Board of Directors, which also serves as the Policy Committee for the Columbia Area Transportation Study Metropolitan Planning Organization. Periodic payments for the work shall be made in accordance with a schedule proposed by the CONSULTANT and approved by CMCOG.

VI. MEETINGS

Public meetings shall be conducted by the CONSULTANT, during the course of this project. The CONSULTANT shall be responsible for the logistics for these meetings and will implement the public participation plan of the CMCOG/MPO. The number of meetings shall be negotiated between the CONSULTANT and CMCOG/MPO project manager.

VII. BRIEFINGS

A series of formal briefings shall be held by the CONSULTANT for the CMCOG/MPO. These meetings shall be held at least once every month at an agreed upon location, during the course of the project. The purpose of the briefings will be to apprise the CMCOG/MPO of the activities of the CONSULTANT, to schedule future activities and to ensure that the PROJECT is on schedule. Minutes for these meetings shall be the responsibility of the CONSULTANT.

VIII. PRESENTATIONS

Five (5) technical presentations shall be made to the CMCOG/MPO as specified by the CMCOG/MPO's project manager, following the completion of the plan. Those presentations at a minimum shall include:

- Public presentation to the local governments
- Public presentation to the RPO Rural Transportation Committee
- Public presentation to the MPO Technical Committee
- Public presentation to the MPO Transportation Subcommittee
- Public presentation to the MPO Policy Committee (CMCOG Board)

IX. COMPUTING REQUIREMENTS

1. CMCOG will not be responsible for providing any proprietary software packages to the CONSULTANT.

2. Should the CONSULTANT desire to use any CMCOG programs, permission must be received in accordance with this agreement.
3. Computations or graphics based on computer programs other than the CMCOG's, must conform to all CMCOG format requirements.

X. SPECIFICATIONS FOR WORK

All documentation shall be in Microsoft Word and Adobe Portable Document Format (PDF). Any programming source codes, form designs, raw source database (in dBase III format, with field coding definition sheet) and other ancillary files shall be transferred to the MPO in addition to the executable applications at the closure of each task or any moment specified by the MPO project manager.

XI. DELIVERABLES

The CONSULTANT shall provide copies of all Draft Documents, copies of an Executive Summary of the Final Report in an 11 x 17 Brochure format and copies of the Final report. The number of copies shall be determined between the CONSULTANT and the CMCOG Project Manager. These documents shall also be provided in electronic format. For presentations to the Committees and Board of the CMCOG and the City of Columbia, the CONSULTANT shall prepare a Powerpoint or similar format presentation.

XII. PROPRIETARY/CONFIDENTIAL INFORMATION

Trade secrets or proprietary information submitted by a CONSULTANT in connection with a procurement transaction shall not be subject to public disclosure under the Freedom of Information Act; however, the CONSULTANT must invoke the protections of this section prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state reasons why protection is necessary. Disposition of material after the award is made should be stated by the CONSULTANT. No information, materials or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award.

All CONSULTANTS must visibly mark as "Confidential" each part of their proposal that they consider containing proprietary information. All unmarked pages will be subject to release in accordance with the guidelines set forth under Chapter 4 of Title 30 (The Freedom of Information Act) South Carolina Code of Laws and Section 11-35-410 of the South Carolina Consolidated Procurement Code. Privileged and confidential information is defined as "information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the part supplying the information." The examples of such information provided in the statute includes customer lists, design recommendations and identification of prospective problem areas under an RFP, design concepts to include methods and procedures, and biographical data on key employees of the CONSULTANT.

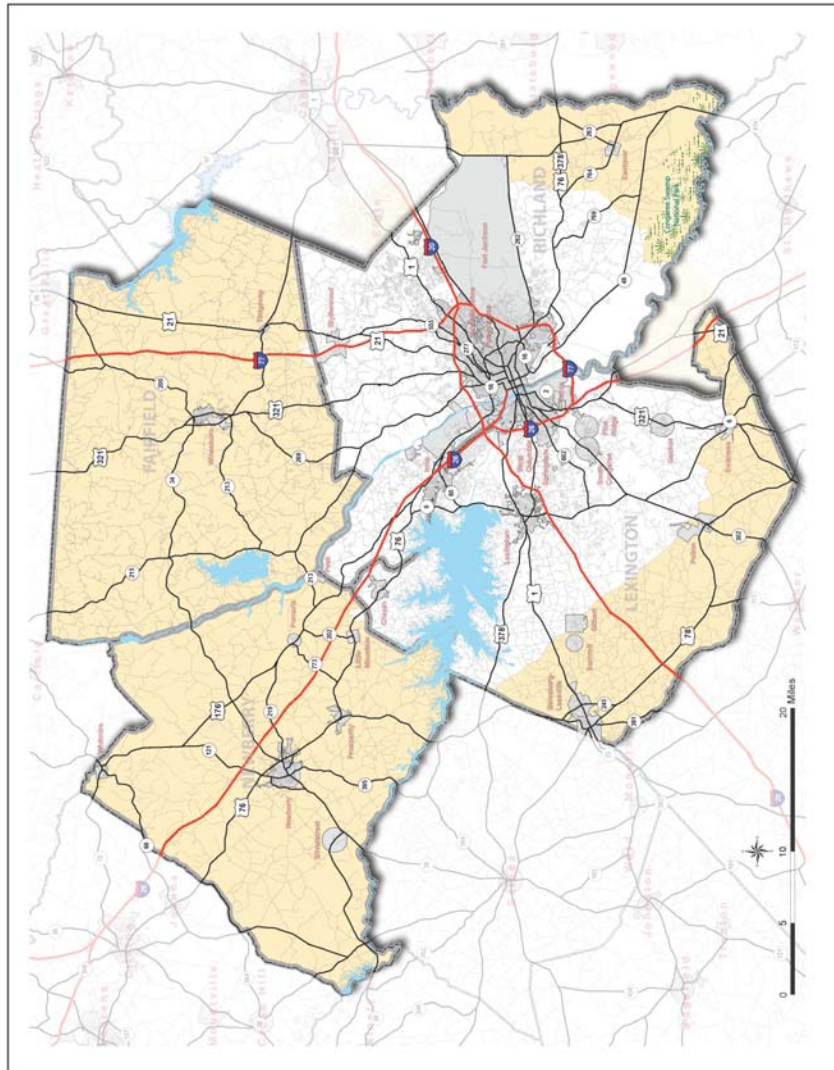
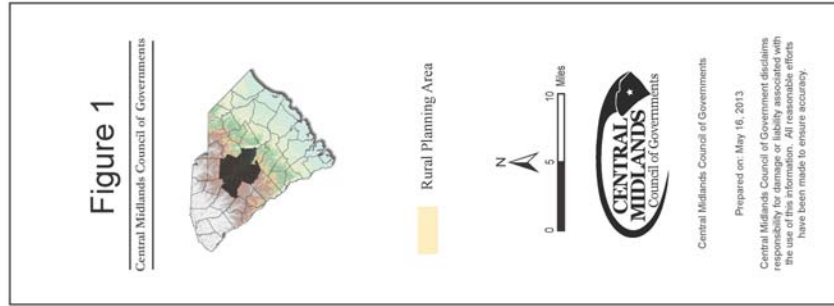
Evaluative documents pre-decisional in nature such as inter or intra-agency memoranda containing technical evaluations and recommendations are exempted so long as the contract award does not expressly adopt or incorporate the inter- or intra-agency memoranda reflecting the pre-decisional deliberations.

Marking the entire proposal confidential/proprietary is not in conformance with the South Carolina Freedom of Information Act.

REGIONAL PASSENGER RAIL FEASIBILITY STUDY

CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS

STUDY AREA MAP



REQUIRED

FEDERAL

CLAUSES

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart F—Audit Requirements

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or

laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

APPENDIX A

REQUIRED FORMS

The following completed forms are required to be returned with each proposal:

- Certificate of Non-Collusion
- Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification of Restrictions on Lobbying
- Certification of Consultant
- Disclosure of Potential Conflict of Interest Certification

CERTIFICATE OF NON-COLLUSION

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

- 1) The proposal is submitted without collusion, consultation, communication, or agreement for the purpose of restricting competition, with any other bidder or with any competitor;
- 2) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Company Name

Authorized Signature

Date

SWORN AND SUBSCRIBED before me

this _____ day of _____, 201____.

My commission expires _____.

Notary Public

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

The prime consultant, _____ 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 indicted 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.

If the prime consultant is unable to certify to any of the statements in this certification, the consultant shall attach an explanation to this certification.

The primary consultant, _____ 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.

Signature and Title of Authorized Official

Date

CERTIFICATION OF RESTRICTIONS ON LOBBYING

The consultant certifies, to the best of its knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)).
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE CONSULTANT, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE CONSULANT UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

_____ Signature of the consultant's Authorized Official

_____ Name and Title of the consultant's Authorized Official

_____ Date

CERTIFICATION OF CONSULTANT

I hereby certify that I am the duly authorized representative of CONSULTANT and that neither I nor the above CONSULTANT I here represent has:

- a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract;
- b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any);
- d) either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted proposal.

By execution of this Agreement, CONSULTANT certifies CONSULTANT and all sub-consultants, contractors, employees and agents will comply with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - §8-13-790, 8-13-705, 8-13-720; (b) Recovery of kickbacks - §8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - §8-13-720, (d) Use or disclosure of confidential information - §8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids - §8-13-1150, (f) Solicitation of state employees - §8-13-755, §8-13-760 and §8-13-725. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision.

I acknowledge that this certificate is to be furnished to the Department, the Federal Highway Administration, and the U. S. Department of Transportation, and is subject to applicable State and Federal laws, both criminal and civil.

CONSULTANT

Name of Consultant

By: _____

Date: _____

Its: _____

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST CERTIFICATION

Consultant hereby indicates that it has, to the best of its knowledge and belief has:

_____ Determined that no potential organizational conflict of interest exists.

_____ Determined a potential organizational conflict of interest as follows:

Attach additional sheets as necessary.

1. Describe nature of the potential conflict(s):

2. Describe measures proposed to mitigate the potential conflict(s):

Signature

Date

Print Name

Company

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure certification with Department of Transportation contract personnel.

Name

Phone

Company