



Request for Proposals (RFP)

Technology: Staff Augmentation

RFP issued May 18, 2023
Proposals due by June 1, 2023, 4:00 p.m. CST

Table of Contents

OATS, Incorporated

General Information.....	3
Proposal Requirements	
A Key Dates and Address.....	3
B Description of Need	4
C Format	5
D Evaluation Criteria.....	5
E Prohibited Interest.....	6
F Federally Required Contract Clauses and Certifications.....	7
Attachments	8
A. Attachment A - Bidder Certification.....	8
B. Attachment B- Company Information	15

General Information

OATS, Inc. (dba OATS Transit) is a private, not-for-profit transportation provider serving 87 counties in the State of Missouri. We currently have a fleet of over 600 vehicles and a staff of 550.

OATS Transit is headquartered in Columbia, MO with regional offices throughout the state. Office staff (a total of 100 people) are issued laptops with docking stations to allow for remote work. A total of 450 Drivers are issued computer tablets which are connected to the scheduling software system to provide real-time trip and passenger information.

This Request for Proposal (“RFP”) is being issued by OATS Transit to solicit proposals from qualified organizations (“Bidder”) to provide Information Technology Staff Augmentation Services; specifically to assist the IT Director of OATS Transit with assuring the safety and security of the system. The responsive and responsible Bidder must satisfy the qualifications and requirements outlined herein.

This contract will be in the form of one-year agreements with annual evaluations and, if performance is satisfactory, renewals annually for up to five (5) years.

Proposal Requirements

OATS procurement must follow all applicable Federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars and other Federal administrative requirements in carrying out any grant or cooperative agreement awarded by the Federal Transit Administration.

A. Key Dates and Address

The following schedule will be followed:

RFQ Issued	May 18, 2023
Last Day for Questions	May 25, 2023, 1:00 p.m. CST
Completed Proposal Due Date	June 1, 2023, 4:00 p.m. CST

All questions and requests for clarification should be submitted by email to Steve Weekley no later than May 25, 2023. All responses will be sent to each proposer who has been emailed a copy of this RFQ. Proposals are due no later than June 1, 2023.

Firms interested in this project shall submit their professional qualifications, including a signed Attachment A & B, by email to:

Steve Weekley
OATS, Incorporated
2501 Maguire Blvd., Ste. 101
Columbia, Missouri 65201
sweekley@oatstransit.org

B. Description of Need

Deliverables needed:

- 130 Hours a month of Staff Augmentation services
- Check alerts and overall system health - daily
- Perform general active directory review and cleanup - daily
- Perform low level patching - daily
- Review Firewall alerts and overall system health - daily
- Provide clear community and assistance where it is necessary to complete security related initiatives - daily
- Prepare for higher level patching – weekly
- Assure Security product is implemented to best practice standards - weekly
- Review vulnerability scans, coordinate and perform remediation – weekly
- Review server patching to assure it is not failing – weekly
- Perform upgrades to Service Operating Systems to ensure each OS is under Microsoft support and not end of life – weekly
- Work to create a Security Defense in Depth strategy – weekly
- Establish a month Security Review Committee and Meeting – monthly
- Must be fully proficient in Cisco AMP, Cisco Umbrella, Cisco Email Security, DUO
- Must be proficient in VMware and working within a PURE storage array
- Familiar with Cisco core switches as well as Meraki switches and Access Points
- Familiar with Checkpoint MDR
- Able to setup GPO to allow for updates and push-outs within the network.
- Quarterly Audit Reports for Compliances – quarterly
- Support for Core Infrastructure – ad-hoc
- Support for IT-Ops Engineering – ad-hoc
- Training for OATS Transit staff – ad-hoc
- System upgrades – ad-hoc

C. Format

Proposals shall be organized in a user-friendly manner to be able to identify the different categories and pertinent information. Proposals should include the following qualifications:

- Name of the company
- Name of services proposed
- Include if there are any third-party companies involved to perform needed deliverables
- Service/maintenance and technical support to be provided by the firm

D. Evaluation Criteria

Selection of the software will be based on the submittals of qualifications. Selection will be made by a rating panel of OATS staff. The rating panel will score the proposals based on the following criteria:

<u>Scoring Criteria (based on deliverables listed above):</u>	<u>Max. Score:</u>
• Ability to Perform Deliverables	10
• Technical Support	10
• Experience & References	10

OATS, Incorporated, will make the selection of the vendor; a contract will be executed by the Executive Director for OATS, Incorporated once vendor has been fully vetted. Companies interested in this request shall submit their proposal as noted above. OATS, Inc. reserves the right to reject any and all proposals.

E. Prohibited Interest

No members, officers, or employees of OATS, Inc. during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. No member or delegate to the Missouri State Legislature or to the Congress of the United States shall be admitted to any share of any part of this purchase or any benefit arising therefrom. No relative of any member of the OATS, Inc, Board of Directors or its employees by blood or marriage within the third degree shall benefit from the proceeds of this contract.

F. Federally Required Contract Clauses and Certifications

Attached is a list of contract clauses and certifications required by the Federal Transit Administration (Attachment A). These requirements must be agreed upon and signed. The signed statement and signed certifications must be included adhering to the federal requirements of this purchase.

ATTACHMENTS

- ATTACHMENT A – Certification
- ATTACHMENT B – Contact Information

ATTACHMENT A

Missouri Department of Transportation Federal Transit Administration Certifications & Assurances

This procurement will be partially funded from a grant through the Federal Transit Administration (FTA) administered by the Missouri Department of Transportation. Therefore, the successful bidder will be required to comply with federal statutes and regulations listed below. The following pages contain the model language for each clause. Please review carefully and indicate below if you would agree to comply with these clauses should you be the successful bidder. Return the signature page with your proposal.

There is a separate certification attesting you are not debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal Governmental Agency or Department that must be submitted with your proposal.

NOTE: Your signed commitment to comply is required for us to consider your submission responsive.

NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES: (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS (31 U.S.C. 3801 et seq.; 49 CFR Part 31 18 U.S.C. 1001; 49 U.S.C. 5307): (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally

awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS (49 U.S.C. 5325; 18 CFR 18.36 (i); 49 CFR 633.17):
The following access to records requirements apply to this Contract:

1. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

4. FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES (49 CFR Part 18): Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

TERMINATION (49 U.S.C. Part 18; FTA Circular 4220.1F):

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

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the

contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

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

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

CIVIL RIGHTS REQUIREMENTS (29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.): The following requirements apply to the underlying contract:

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

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract: (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal

employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) (49 CFR Part 26):

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal has not been established for this procurement.

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

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the OATS, Inc.

d. The contractor must promptly notify OATS, Inc., whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of

work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of OATS, Inc.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS (FTA Circular 4220.1F): The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any OATS, Inc. requests which would cause OATS, Inc. to be in violation of the FTA terms and conditions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT):

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by OATS, Inc. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to OATS, Inc., the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ENERGY CONSERVATION REQUIREMENTS (42 U.S.C. 6321 et seq.; 49 CFR Part 18):

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

CONFORMANCE TO NATIONAL ITS ARCHITECTURE: To the extent applicable, OATS, Inc. agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

NONDISCRIMINATION ON THE BASIS OF DISABILITY: The Proposer agrees to comply with the following Federal prohibitions against discrimination on the basis of disability: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally 42 FTA Master Agreement MA(21), 10-1-2014 funded programs or activities, (b) The Americans with

Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities: 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for seniors or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance.

_____ **agrees to all certifications, conditions and assurances listed above.**

Signature: _____ Date: _____

Certification of Debarment, Suspension, Proposed Debarment and Other Responsibility Matters

_____ certifies, and OATS, Inc. relies thereon in execution of this Agreement, that neither _____ nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal Governmental Agency or Department;

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

_____ shall provide immediate written notice to OATS, Inc., if at any time during the term of this contract, including any renewals hereof, _____ learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

_____ certification is a material representation of fact upon which OATS, Inc. has relied in entering into this Agreement. Should OATS, Inc. determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, OATS, Inc. may terminate this Agreement.

Certified By: _____
(Company Name)

Signed: _____
(Signature of Authorized Representative)

Name: _____
(Printed Name of Authorized Representative)

Title: _____

Date: _____

**ATTACHMENT B:
Contact Information**

Date: _____

Firm Name: _____

Contact Person: _____

Address: _____

Telephone: _____

E-Mail: _____

Website: _____

Signature of Person Submitting Qualifications