Pittsburgh Regional Transit

PORT AUTHORITY OF ALLEGHENY COUNTY

d/b/a

PITTSBURGH REGIONAL TRANSIT

REQUEST FOR PROPOSALS

for

CO-LOCATION SERVICES

RFP NO. 25-39R

Vendor Sourcing Category: PROFESSIONAL SERVICES

Vendor Sourcing Sub-Category:

PSITS-PRO INFORMATION TECHNOLOGY

PSSC-PRO SOFTWARE CONSULTING

DCEMBER 2025

Pittsburgh Regional Transit
345 Sixth Avenue, Third Floor
Pittsburgh, Pennsylvania 15222-2527
Main Phone Number: (412) 566-5500

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General Information

Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit (PRT) provides a network of fixed route public transportation services to persons traveling within a 745-square mile area, including the City of Pittsburgh and all of Allegheny County. Operating a fleet of 700 buses, 80 light rail vehicles and the

Monongahela Incline, and by sponsoring ACCESS (the nation's largest paratransit program of its kind for senior citizens and persons with disabilities), PRT is one of the largest and most diversified public transit agencies in the United States.

PRT provides bus service on three exclusive busways: the 4.3-mile South Busway; the 9.1-mile Martin Luther King, Jr. East Busway; and the 5-mile West Busway. PRT operates its light rail transit service, known as "the T", on a 26-mile rail system.

In addition, PRT owns and operates 4 bus operating divisions, a major bus overhaul facility, a light rail vehicle maintenance facility, a light rail transportation control center, and a major service facility that supports maintenance of PRT facilities, properties, Park and Ride lots and rights-of-way.

1.1 Introduction

PRT intends to enter into an Agreement, which will provide for Co-Location Services (Contract Services). The required services include but are not limited to a vendor providing co-location services for primary server/networking/storage equipment; internet connectivity; equipment relocation services from current location; on-going support and services for co-location equipment. The Agreement will be for a five (5) year period with the option to extend the term of the Agreement up to an additional two (2) one-year periods at the sole discretion of PRT.

FOR YOUR INFORMATION: PRT has introduced "ebusiness" at its website, http://ebusiness.ridePRT.org, the smartest, fastest, easiest, and most efficient way to deliver and receive information regarding solicitations. **All Proposers must register electronically in order to be notified of PRT solicitations and to obtain copies of RFP's, subsequent addenda and other related information.** Complete the bidder registration application with close attention to identifying the Vendor Sourcing Category and Vendor Sourcing Sub-Category to describe your organization's interests.

This RFP, including supporting documents, contains all of the information necessary to prepare and submit a Proposal. Proposers are advised to completely review this RFP and explicitly follow the instructions herein regarding the submission of a Proposal. Each Proposal shall comply with the requirements of this RFP as stated herein and all applicable federal, state and local laws.

1.2 Definitions

Throughout this RFP, the following definitions shall apply:

ADA: means the federal Americans with Disabilities Act, as may be amended, for Public Transportation systems.

Addendum or Addenda: means an amendment made by PRT, in writing, to the RFP.

Advertisement: means the public announcement requesting Proposals for the Agreement.

Agreement: means the contract between PRT and Contractor to perform the Contract Services as set forth in the RFP.

Co-Location: means the data center facility that will provide physical security, rack space, power, cooling and network and internet connections.

Co-Monitoring: means tracking of power and bandwidth and monitoring of the HVAC, UPS and electrical systems.

Contractor/Vendor: These two terms may be used as one in the same and represent the: Proposer selected by PRT to perform the Contract Services as set forth in the Agreement.

Contract Services: means the Scope of Services as defined in the RFP and as finalized, through negotiations, and incorporated into the Agreement.

Disadvantage Business Enterprise (DBE): *Effective October 3, 2025, and pursuant to United State Department of Transportation's ("USDOT") 90 FR 47969, Docket No. DOT-OST-2025-0897 which amended 49 CFR 26 ("USDOT DBE Policy"), Disadvantaged Business Entity ("DBE") contract goals shall not apply, and DBE participation shall not be counted toward DBE goals, for all federally funded projects until the applicable Unified Certification Program has completed the reevaluation process required under USDOT DBE Policy*.
All DBEs must demonstrate social and economic disadvantage (SED) affirmatively based on their own experiences and circumstances within American society, and without regard to race or sex.

Diverse Business (DB): means a diverse business as defined in 74 Pa. C.S. § 303, as may be amended.

Ebusiness: means utilization of PRT's web technology to transmit between PRT and vendors, proposers, and contractors' information for everything from procurement to contract management in the fastest, easiest and most efficient form. Ebusiness can be accessed through http://ebusiness.ridePRT.org

Evaluation Committee: PRT's staff appointed to evaluate, rank, and recommend all Proposals submitted in accordance with the criteria and methods contained in this RFP.

FTA: means Federal Transit Administration, United States Department of Transportation.

Government: means the Government of the United States of America

Joint Venture: means an association of two or more businesses to carry out a single business enterprise for profit for which they combine their property, capital, efforts, skills and knowledge for the purpose of proposing on an RFP and executing an agreement as a single business entity.

Key Personnel: means the Contractor's personnel named whom have been specifically identified and approved to function in a key capacity in managing and providing the Contract Services as set forth in the Agreement.

Notice to Proceed (NTP): means the written notice issued by PRT to Contractor directing the Contractor to proceed with the Work.

Project: means the PRT project for which the Contract Services are required.

Project Manager: means the individual proposed by a Proposer, and who will be responsible for the Contractor, to not only oversee the performance of the Contract Services by the Contractor, but also, who will have specific and detailed knowledge regarding PRT's programs and contracts,

and who will have overall responsibility for participating in, overseeing the strategy for, and performing the analysis of, PRT's programs, plans, contracts and negotiations. The Project Manager will be PRT's direct contact, within the Contractor, regarding the performance of the Contract Services.

Proposal: means a written submission, in response to the RFP, by a Proposer for the Contract Services.

Proposer: means the individual, firm, partnership, corporation, joint venture or other entity which submits a proposal to PRT, in response to the RFP, seeking to be selected as the Contractor.

PRT: means Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit, 345 Sixth Avenue, Third Floor, Pittsburgh, Pennsylvania 15222-2527, acting by and through its authorized officers, representatives, and agents.

Remote Hand: means qualified on-site technicians available to assist with routine or emergency task

Responsible: Having integrity and reliability as well as the financial and technical capacity to perform the Services.

Responsive: means the Proposal fully conforms in all respects to the RFP and the requirements of the scope of services.

RFP: means this specific solicitation document for the procurement of products or services.

Scope of Services: Sections 4 of the RFP and as finalized, through negotiations, and incorporated into the Agreement.

Service: means the Contract Services.

State: The Commonwealth of Pennsylvania.

Subcontractor: An individual, firm, partnership, corporation, joint venture or any combination thereof having a direct contract with the Contractor or another Subcontractor to perform a part or parts of the Work including the supply of design services or installation services.

Supplier: means any individual, partnership, firm, corporation, joint venture or any combination thereof, who provides material, products, equipment or systems, but not labor or services, to the Contractor by virtue of an agreement with the Contractor.

1.3 Proposal Submission Schedule

An Information Meeting for interested parties will be held on the date and time as set forth in the Advertisement. Questions generated at the Information Meeting will be answered, if necessary, in writing by PRT. Prospective Proposers are reminded that any changes to the RFP shall be by addendum only and nothing stated at the Information Meeting shall change or qualify, in any way, any of the provisions of the RFP and shall not be binding on PRT.

Attendance is recommended but not required at the Information Meeting. However, Information Meetings will not occur at any time other than the above designated time. The RFP and any subsequent written addendum serve as the sole basis upon which Proposers may submit proposals.

Electronic proposals in PDF version shall be submitted as indicated in the Advertisement and must be both received and time stamped by a representative of the Procurement Department at or before the time for submission of proposals set forth in the Advertisement. Proposals received or time stamped by a representative of the Procurement Department after the advertised time for the submission of proposals shall be non-responsive and therefore ineligible for award and will be returned to the Proposer. Each Proposer shall be solely responsible for assuring that its proposal is timely received and time stamped in accordance with the requirements herein.

1.4 RFP as Exclusive Basis for Proposal

The RFP represents, in writing to all Proposers, the most comprehensive and definitive statement that PRT is able to make at this time as to the requirements, terms and conditions for this proposal process and performance of Contract Services. The RFP and any subsequent written addendum shall serve as the sole basis upon which Proposers may submit Proposals. Proposers are advised to completely review the RFP and explicitly follow the instructions herein regarding the submission of a Proposal and the Scope of Services.

Each Proposal shall comply with the requirements of the RFP as stated herein and all applicable federal, state and local laws and shall be executed by a director, officer, and other individual (with appropriate proof of signatory authority) legally authorized to bind the Proposer to a contract. Any information or understanding, verbal or written, which is not contained either in the RFP, or in subsequent written addenda to the RFP, shall not be considered by a Proposer in submitting its Proposal.

PRT reserves the right to amend the RFP at any time. Any amendments to, or interpretations of, the RFP, shall be described in written addenda. Each addendum will be available for this RFP through ebusiness for all parties. All proposers are responsible for checking ebusiness for any addenda or notifications. Failure of any prospective Proposer to receive the addendum shall not relieve the Proposer from any obligation under its Proposal as submitted or under any requirement of the RFP, as amended by an addendum. All addenda issued shall become part of the RFP.

Each Proposer shall acknowledge the receipt of each addendum in its Proposal. Failure to acknowledge receipt of an addendum in a Proposal may, at PRT's sole option, disqualify the Proposal.

Effective October 3, 2025, and pursuant to United State Department of Transportation's ("USDOT") 90 FR 47969, Docket No. DOT-OST-2025-0897 which amended 49 CFR 26 ("USDOT DBE Policy"), Disadvantaged Business Entity ("DBE") contract goals shall not apply, and DBE participation shall not be counted toward DBE goals, for all federally funded projects until the applicable Unified Certification Program has completed the reevaluation process required under USDOT DBE Policy.

If assistance is required to identify and include Diverse Businesses (DBs) participation, Proposers should contact PRT's Disadvantaged Business Enterprises and Diverse Business Program Office at (412) 566-5342 or by e-mail at DBEProgram@ridePRT.org.

Proposers should contact PRT's Professional Services Contract Specialist, Mr. John Young, at (412) 566-5216 or email jyoung@ridePRT.org for any procedural questions concerning the RFP.

Only written questions or communications for the RFP will be considered for possible response. No telephone solicitations will be honored. If any questions or communications submitted necessitate a response, by PRT, an addendum will be posted on ebusiness. Only written responses provided as addendum shall be official and all other forms of communications with any director, officer, employee or agent of PRT shall not be binding upon PRT. All questions relating to the RFP must be submitted as follows:

Via mail or fax:

Office of the Director of the Procurement Department
Pittsburgh Regional Transit

345 Sixth Avenue, Third Floor
Pittsburgh, PA 15222-2527
Attention: John Young, Professional Services Contract Specialist
Fax No.: (412) 566-5359
E-mail: jyoung@ridePRT.org

All such questions or communications and requests must be submitted by Proposers and received by PRT no later than ten (10) calendar days before the due date for Proposals. Questions received after that time may not receive any acknowledgement or response from PRT. If it should appear to a prospective Proposer that the performance of the Contract Services, or any matter relating to the RFP, is vague, ambiguous or not sufficiently described or explained in the RFP or the Scope of Services, or that federal, state or local law, ordinance, rule, regulation or other standard or requirement, then the Proposer shall submit a written request for clarification to PRT within ten (10) calendar days.

1.5 Modifications, Deviations and Irregularities

Any individual, firm, partnership, corporation, LLC, joint venture or other entity able to meet the requirements of the RFP is invited to submit a Proposal in response to the RFP. Proposers will be bound by the provisions contained in the RFP, unless a waiver or deviation is formally issued via written addendum by PRT.

As part of the process leading to the selection, if any, of the Contractor, PRT may request additions, modifications or clarifications to the proposal. PRT will rely upon the information submitted in a Proposal if the Agreement is awarded.

PRT reserves the right to waive any minor irregularities in any proposal submitted in response to the RFP and/or to reject all proposals, in its sole discretion.

1.6 Conditions, Exceptions, Reservations or Understandings

Proposals' stating conditions, exceptions, reservations or understandings (hereinafter in this paragraph "deviations") relating to the RFP, including but not limited to proposed deviations to the RFP Sample Agreement, may be rejected by PRT, in its sole discretion. Any and all deviations must be explicitly, fully and separately stated in a Proposal, setting forth, at a minimum, the specific reasons for each deviation so that it can be fully considered and, if appropriate, evaluated by PRT. **PROPOSED DEVIATIONS MUST BE SET FORTH IN THE PROPOSAL AT THE TIME OF SUBMISSION IN ORDER TO RECEIVE CONSIDERATION.** Any deviation found by PRT to be acceptable will be evaluated in accordance with the appropriate evaluation criteria and procedures. The submission of deviations may result in the Proposer receiving a less favorable evaluation than without the deviation.

1.7 Modification or Withdrawal of Proposals

A modification of a Proposal already received by PRT will be accepted by PRT only if the modification is submitted by a director, officer or other individual (with appropriate proof of signatory authority) legally authorized to bind the Proposer and received by PRT prior to the due date set forth in the Advertisement for the receipt of Proposals or as made with a requested Best and Final Offer (BAFO). All modifications shall be made in writing and submitted in the same form and manner as the original Proposal.

Prior to the due date for Proposals as set forth in the Advertisement, a Proposer may withdraw a Proposal already received by PRT by submitting, in the same manner as the original Proposal to PRT, a written request for withdrawal from a director, officer or other individual (with appropriate proof of signatory authority) legally authorized to bind the Proposer. By submitting a Proposal, and not properly withdrawing it prior to the due date for Proposals, a Proposer agrees that it shall keep its Proposal open and shall not withdraw its Proposal for 180 calendar days.

This provision may not be utilized by a Proposer as a means to submit a late Proposal and, as such, does not alter PRT's right, in its sole discretion, to reject a Proposal.

1.8 Form of Contract

The sample Agreement, which will be used with some modifications specific to the Contract Services if the Agreement is awarded, is attached hereto as **EXHIBIT 1**. Proposers should review the sample Agreement, which includes various requirements for the Contract Services, and shall include any of its comments on the sample Agreement as part of its Proposal.

1.9 Contractor Responsibility for Subcontractors

The Contractor shall be responsible for management, direction, design integration, scheduling, control, review and approval of all subcontract work and services. Moreover, the Contractor shall be responsible for assuring that all subcontract work is in conformance with the Agreement, PRT's policies, standards and criteria, and all applicable laws. All subcontracts will be subject to the review and approval of PRT. Subcontracts shall include all relevant agreement provisions identified in the Agreement.

1.10 Adverse Interest Law

This RFP is subject to the Commonwealth of Pennsylvania Adverse Interest Law, 71 P.S. §776.1, et. seq., as may be amended. This may have implications on future procurements. It is incumbent upon potential Proposers to perform their own determinations on this matter prior to submitting a proposal.

1.11 Pennsylvania's Right-to-Know Law

Upon formalization of an Agreement with a Proposer, all Proposals and other supplemental information submitted in response to this RFP will become public records, as defined by Pennsylvania's Right-to-Know Law, 65 Pa. Con. Stat. s. 67.101, et seq., as may be amended (Law), and PRT is subject to the Law. Subject to specific exemptions under the Law, PRT is statutorily obligated to, and indeed will, make available all records deemed public in nature by the Law in response to a properly submitted Right-to-Know request.

2.0 Proposal Requirements

2.1 General Requirements

No later than the due date and time for Proposals set forth in the Advertisement, each Proposer shall submit a letter of transmittal, and a separate PDF version Proposal. The Proposal shall be written in English and shall contain all of the documents required to be submitted by the RFP and no other documents. The same requirements shall apply to any BAFOs which may be requested and submitted.

Proposals will only be accepted from a Proposer and not directly from any proposed subcontractor. Therefore, a Proposer shall work in close cooperation with its proposed subcontractors.

The Proposer shall be a comprehensive, accurate and effective presentation of the information required by Section 2.1.1.

2.1.1 Letter of Transmittal/Proposal Requirements

Proposals should be submitted with two major components:

1) **Letter of Transmittal:** This Letter of Transmittal shall be no greater than two (2) pages in length and shall contain the following:

    a) Statement as to the name, title, address, telephone, fax number(s) and e-mail address of the director, officer or other individual (**Proposer may be requested to submit appropriate proof of signatory authority**) with authority to bind the Proposer in contractual matters. The Letter of Transmittal shall be signed by such director, officer or other individual.

    2) Statement as to the name, title, address, telephone and e-mail address of the individual to be contacted in the event that the Proposer is selected for an interview.

3) Statement as to the address and legal form of the Proposer. If the Proposer is a corporation, the Proposer shall identify its state of incorporation. If a joint venture is being proposed, provide the above information for all participating firms.

4) Statement that includes the following: "This Proposal, and any BAFO, shall remain in effect for and not be withdrawn for 180 calendar days after the due date for the Proposal or the BAFO."

5) Statement acknowledging receipt of each and every Addendum, by Addendum number and date, that PRT may issue to the RFP.

6) Statement acknowledging that any information provided with or otherwise attached to the Proposal that the Proposer may deem confidential or proprietary in nature may be subject to disclosure under Pennsylvania's Right-to-Know Law. The Proposer shall include the following acknowledgment and release in its Letter of Transmittal:

"(Name of Proposer) acknowledges the requirements and potential applicability of the statutory requirements set forth in PENNSYLVANIA'S RIGHT-TO-KNOW LAW, 65 P.S. §§ 67.101 et seq., as may be amended. Accordingly, if the attached Proposal or any other material provided to PRT pursuant to this RFP process contains any reference to material being confidential, proprietary or restricted, in any manner, this Letter of Transmittal officially advises PRT and acknowledges that the stated limitations on such identified material are hereby rescinded and are null and void, to the extent that PRT determines that it is required to disclose such materials pursuant to a valid request for such information."

7) Proposal Requirements: The Proposal should be a comprehensive, accurate and effective presentation. *Attachments such as brochures, promotional literature, etc., shall not be included.*

8) One original of the Proposal hand signed shall be submitted electronically in PDF version through the PRT's eBusiness system. Please refer to **Exhibit 9** –Submitting a Proposal eBusiness, for further instructions how to submit proposals.

9) The Proposal shall also include an Appendix, which shall be at the end of the proposal document. The Appendix shall only contain material, which is explicitly requested to be included in the Appendix.

10) No more than 50 pages, each numbered at the bottom, shall be contained within the proposal.

11) The page limit shall not include the Appendix material. Proposals containing more than the stated number of pages may be rejected by PRT.

12) The font size for all material prepared in response to this RFP shall not be less than 10 pt.

13) The Proposal should be contained on 8-1/2” x 11” letter size.

14) Pages should be numbered consecutively (beginning with Page 1) throughout the entire proposal and organized in the following fashion using identifying page separators for each section of the electronic copy:

15)

Cover:	Containing RFP title and Proposer's name.
Letter of Transmittal:	Letter previously described.
Table of Contents:	
Section 1	Overview of Proposer
Section 2	Experience Record
Section 3	Project Work Plan
Section 4	Project Organization and Management Plan
Section 5	Summary of Cost(s)
Appendix	The Appendix which shall only contain the materials that are required by the RFP to be included in the Appendix.

2.1.2 Disadvantaged Business Enterprise (DBE) /Diverse Business (DB) Participation

Effective October 3, 2025, and pursuant to United State Department of Transportation’s ("USDOT") 90 FR 47969, Docket No. DOT-OST-2025-0897 which amended 49 CFR 26 ("USDOT DBE Policy"), Disadvantaged Business Entity ("DBE") contract goals shall not apply, and DBE participation shall not be counted toward DBE goals, for all federally funded projects until the applicable Unified Certification Program has completed the reevaluation process required under USDOT DBE Policy.

The Proposer/Contractor agrees to ensure that Diverse Businesses (each a “DB”), as defined in 74 Pa.C.S. § 303, have the maximum opportunity to participate in the performance of contracts and subcontracts provided under, or for, this Agreement. In this regard, Proposer/Contractor shall take all necessary and reasonable steps to ensure that DBs have the maximum opportunity to compete for, and perform contracts and subcontracts, for the Contract Services and shall document its good faith efforts to solicit subcontracts from DBs. It is important to not only identify DBs, but to explain how they will be integrated into the proposed work plan.

2.1.2.1 Disadvantaged Business Enterprise (DBE) Participation

Note that the requirements imposed by the Federal Transit Administration with respect to DBE participation may differ from other federal or state laws or regulations.

2.1.2.2 Diverse Business (DB) Participation

DB participation requirements will only apply where required by the State on non-federally funded projects. DBs are particularly invited to submit Proposals to perform the Contract Services outlined in the RFP, either as a Proposer of or part of a joint venture.

It is the policy of PRT that DBs shall have the maximum opportunity to participate in the performance of contracts and subcontracts, and the Proposers and the Contractor agree:

i) To make a good faith effort to ensure that DBs have the maximum opportunity to participate in the performance of the Agreement; and

ii) Failure of a Proposer to carry out the above requirements shall cause the Proposer to be non-responsive and ineligible for award. Also, following the award of the Agreement, if the Contractor fails to carry out the above requirements, the Contractor shall be in breach of the Agreement which may result in termination of the Agreement by PRT or such other remedy as PRT deems appropriate or as otherwise provided by law and/or in the Agreement.

2.1.2.3 Requirements for DB Participation

iii) The Proposer shall submit with its Proposal, the following:

iv) Name and address of DB firms that will participate in the Contract;

v) A description of the work that each DB will perform; and

16) The anticipated percentage of participation for each DB firm.

i) The Proposer shall perform upon the request of PRT, the following:

17) In order to demonstrate that good faith efforts were made by the Proposer to secure DB participation, the Proposer shall submit the following information to PRT when requested:

i) The names, addresses and telephone numbers of DBs that were contacted;

ii) A description of the information provided to DBs regarding Contract Services to be performed; and

iii) A statement of why additional agreements with DBs were not reached.

18) The Proposer shall make a good faith effort to assist the DBs contacted that need assistance in obtaining lines of credit and insurance.

19) The Proposer/Contractor shall make a good faith effort to replace a DB subcontractor with another DB. The good faith effort shall be directed at finding another DB to perform, at least, the same amount of work for the Agreement as the DB that was terminated.

20) The Contractor shall make a good faith effort to provide DB subcontractors with the opportunity to perform work added to the Agreement.

21) The Contractor shall be required to make a good faith effort to identify additional opportunities for DB participation, if work, which the Contractor originally intended to have performed by a DB, is reduced or eliminated as a result of an Agreement change.

    i) The Proposer/Contractor shall meet with PRT at PRT's request to discuss the DB plan. The purpose of the meeting is to consider whether the DB commitment of the Proposer/Contractor is in compliance with the Agreement. At the meeting, the Proposer/Contractor will have an opportunity to present information pertinent to its compliance with the applicable requirements.

2.2 Overview of Proposer

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the "Overview of Proposer" section of its Proposal.

2.2.1 Description of Proposer

A concise description of the Proposer including organizational structure, subsidiary companies, identification of principals or parent companies, length of time in business, office locations and size and overall number of personnel by discipline. If the Proposer is a joint venture, the Proposer shall furnish this information for each entity forming the joint venture and clearly indicate the reason for the joint venture as it directly applies to this Project. Proposer shall also provide a general overview description of its proposed subcontractors.

2.2.2 Agent

A requirement of the Agreement is that the Contractor shall maintain, during the duration of the Agreement, an agent in Allegheny County, Pennsylvania authorized to accept notice and service of process on behalf of the Contractor and the Proposer shall so acknowledge and agree.

2.2.3 Contractor/Subcontractor Percentage of Work

The Proposer shall provide, in its Proposal, a statement as to the percentage of work that will be performed by the Proposer. The Proposer shall identify all of its proposed subcontractors in its Proposal, and must identify a) the tasks they will perform, b) the percentage of the work to be performed by each subcontractor, c) their qualifications to perform the work, and d) the reason the tasks are to be subcontracted.

2.2.4 Joint Venture

If the Proposer is a Joint Venture, the Proposer shall include a copy of any written contract or agreement, which exists between the entities forming the joint venture in the Appendix.

2.2.5 Personnel and Operations Policies

A statement of the Proposer's personnel and operations policies relative to:

1) Classifications of personnel normally billed directly to client including wage ranges (or rates) by discipline. If rates by discipline are used for billing purposes, provide an explanation as to the basis by which the rates are established.

2) Expenses normally billed directly to the client such as per diem rates, mileage rates, computer, reproduction and communication charges.

3) Current overhead rate (if billings are made on a cost basis) including its components and identification of the most recently performed external and annual audit report.

4) If the Proposer utilizes an option in addition to, or other than, an hourly fee structure, Proposer shall note what personnel or operations policies will not be affected by the alternative fee structure (such as mileage rates, reproductions costs, etc.)

2.3 Experience Record

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the “Experience Record” section of its Proposal.

Proposer shall provide complete, concise and accurate descriptions of the Proposer's and its subcontractors experience in providing services similar to those as outlined in Section 4 of this RFP, the Scope of Services.

Particular emphasis should be placed on those projects and services performed by Proposer's and its proposed subcontractors’ offices, employees and staff to be assigned to the Project. The Proposer’s actual role on the identified projects, or in performing the services, shall be clearly described. The Proposer's and its proposed subcontractors’ qualifications and ability to perform all identified Contract Services should be clearly discussed.

The Experience Record should include three (3) references of relevant work directly applicable to the Contract Services, and should be contract specific and include the following:

1) Contact name, contract title, address, telephone number and e-mail address of the client's project manager or contracting officer;

2) The status of the contract or services and of the Proposer's or its proposed subcontractors’ work on the contract or services;

3) The Proposer's and its proposed subcontractors’ specific involvement in the contract or services;

4) The Proposer's or its proposed subcontractors' project manager and staff on the identified projects that will be used, by Proposer or its proposed subcontractors, to support or perform the Contract Services; and

5) The contract value of the identified projects and the Proposer's or its proposed subcontractors' percentage of the work for the projects.

PRT may contact any or all firms listed in Section 2.3 regarding the quality of work, timeliness of work and general overall services provided by Proposer. PRT furthermore reserves the right to contact other clients of Proposer not listed in the Proposal for additional information on the Proposer's past experience and performance.

If the Proposer is a joint venture, furnish the above information for each entity forming the joint venture and specifically note any contract previously worked on by each entity forming the joint venture as a team, providing client references and telephone numbers.

2.4 Project Work Plan

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the "Project Work Plan" section of its Proposal.

2.4.1 Methodology

Proposer shall identify its plan and methodology for the performance of the tasks identified under Section 4. The Work Plan should include a detailed description of the methodology for accomplishing required work tasks and their interrelationships.

Any substantive and/or procedural innovations used by the Proposer on similar projects that are applicable or can be tailored to the Contract Services should also be identified.

The work tasks to be wholly or partially performed by subcontractors, particularly DB subcontractors, should be identified in the Work Plan. DB participation requirements will only apply where required by the State on non-federally funded projects.

If the Proposer is a joint venture, please describe the work tasks to be performed by each firm.

2.4.2 Flow Chart

This Work Plan shall include a flow chart which explains the sequencing and interrelationships of the work tasks graphically for all work tasks on the Project. The Work Plan flow chart shall be keyed to time and the work tasks outlined in Section 4.

2.5 Project Organization and Management Plan

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the "Project Organization and Management Plan" section of its Proposal.

2.5.1 Description of Organization and Management Plan

A detailed description of the Proposer's Organization and Management Plan which shall be established to perform the Contract Services as outlined in the RFP. The Organization and Management Plan shall clearly identify the Proposer's proposed Project Manager and key personnel associated with each work task and for the entire period covered by the Agreement. The plan shall also describe the involvement of proposed DB firms and all other subcontractors in the Project.

If the Proposer is a joint venture, the company or firm affiliation of each staff member must be identified.

2.5.2 Project Organizational Chart/Resumes

A Project Organizational Chart shall be furnished which graphically depicts the above Project Organization and Management Plan. The proposed Project Manager and all other key personnel identified for this Project shall be identified on the Project Organizational Chart and further on an individual Staff Résumé form, a copy of which follows as **EXHIBIT 5** (identifies minimum information required on Staff Résumé for each proposed individual).

Each Staff Résumé form shall be complete, concise and accurate, featuring all relevant job experience over the past 10 years. The Proposer may provide more than one Résumé per page in its Proposal. The Proposer shall include the required Résumés in this section in the Appendix. Résumés shall not exceed a total of 20 pages.

2.5.3 Key Personnel Guarantee

A Key Personnel guarantee letter signed by the Proposer's President, Chief Executive Officer or Chief Operations Officer guaranteeing that the Project Manager and key personnel identified for this Project shall be assigned to this work, throughout the term of the Agreement, unless their employment is terminated.

If applicable, a Key Personnel guarantee letter signed by the Subcontractor's President, Chief Executive Officer or Chief Operations Officer guaranteeing that the key personnel identified for this Project shall be assigned to this work, throughout the term of the Agreement, unless their employment is terminated.

Proposer and its subcontractor(s) shall identify the key personnel by name and proposed position for this Project in its key personnel guarantee letter. Proposer shall include the required key personnel guarantee letter(s) requested in this section in the Appendix.

2.6 Summary of Costs

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the "Summary of Costs" section of its Proposal.

The Summary of Costs shall be furnished utilizing the sample form(s) which follows as **EXHIBIT 6**. This Summary of Costs shall be keyed to the required Project work tasks**.** Work to be wholly or

partially performed by subcontractors should be so identified. A separate Summary of Costs is required for all subcontractors.

The Summary of Costs must be developed as follows:

(1) Co-Location Services

Proposers shall indicate the monthly fee for Co-Location Services including monthly reoccurring cost for Data Center Hosting Service and non-reoccurring cost for Co-Location Migration and Start-Up.

(2) Infrastructure Resource Pricing List

Proposers shall indicate the monthly fee for infrastructure resources in a pricing list. In the event that PRT's needs increase or decrease over the course of this Agreement, the parties shall utilize the Infrastructure Resources Pricing List

In addition to an hourly rate structure, Proposers are encouraged to propose alternate fee structures that will be cost effective to PRT. Alternate billing arrangements may be offered as options for any and all categories of the Contract Services.

If the Proposer is a joint venture, a separate partial Summary of Costs shall be furnished for each entity of the joint venture, as well as the composite Summary of Costs for the joint venture. This partial summary will identify only those labor and expense costs for each entity of the joint venture.

2.7 Appendix

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the "Appendix" section of its Proposal.

2.7.1 Financial Information

The Proposer will be required to present, in sufficient detail to PRT, financial records for PRT to review the financial condition of the Proposer, in order for Proposer to be considered eligible for award of the Agreement with PRT for the required services. Any financial information presented shall be prepared in accordance with United States Generally Accepted Accounting Principles (G.A.A.P.).

If the Proposer is a publicly-held firm, the financial information of the Proposer shall be included in its Proposal (separate statements for each entity forming a joint venture).

If the Proposer is a privately-held firm, the Proposer may either provide its financial records with its Proposal (separate statements for each entity forming a joint venture), or it may defer making such financial records available for inspection by PRT until after PRT has informed the Proposer that it has been short-listed for consideration for award of an Agreement.

2.7.1.1 Financial Statements

For either publicly-held or privately-held firms, the financial information to be provided shall include, if available:

Independently Audited Financial Statements

Independently audited financial statement (either a certified audit or review) that includes a balance sheet, statement of income and expenses (profit and loss), and statement of cash flows for the two most recently completed financial years, including notes to the statements;

For privately held companies, if independently audited financial statements are not available, then

Financial Statements Not Independently Audited

If not independently audited, then either:

6) a compilation of financial statements performed by an independent accountant that includes a balance sheet, statement of income and expenses (profit and loss), and statement of cash flows for the two most recently completed financial years. If such statements are not available, then:

7) an internally prepared financial statement, including a balance sheet and statement of income and expenses (profit and loss) for the two most recently completed financial years, certified as true and correct by the president and chief financial officer of the Proposer, in either case, to include credit references or other financial documentation as may be required in order to portray the financial soundness of the Proposer to PRT's satisfaction.

In addition, the Proposer must certify in writing that there have been no material changes in the company's financial condition or events that could have a material impact on the company's financial condition subsequent to the last audit or date of reporting period on the financial statements. Any such changes in financial condition or subsequent events must be fully disclosed in writing and signed by the president and chief financial officer.

2.7.1.2 Exceptions for Privately-Held Firms

For a privately-held firm which elects to not include its financial records with its Proposal, such Proposer will be required to submit financial records as specified above, within three business days of being requested to do so by PRT.

8) In the event that the Proposer does not have any cash flow documentation for preceding years of operation, PRT will accept current bank references (including a bank contact name and contact details) in lieu of a cash flow statement.

9) In cases where independently audited financial statements are not presented, then signed copies of the Proposer's Federal Income Tax filings, including all applicable schedules pertinent to the Proposer's filing return, are required to be submitted along with the compilation or internally prepared statements.

2.7.2 Certification of Proposer Regarding Debarment

The "Certification of Proposer Regarding Debarment, Suspension and Other Responsibility Matters" or the "Certification of Proposer Regarding Debarment, Suspension and other Ineligibility and Voluntary Exclusions", whichever is appropriate, for the Proposer (**EXHIBIT 2**). A Proposal which does not include the required Certification may be considered non-responsive and ineligible for award of the Agreement.

2.7.3 Certification Regarding Lobbying

The "Certification Regarding Lobbying" (EXHIBIT 3), and a Disclosure Form, if required, for proposal exceeding $100,000. A Proposal which does not include the required Certification may be considered non-responsive and ineligible for award of the Agreement.

2.7.4 Proposer/Subcontractor Data Form

Proposer/Subcontractor Data Form "Proposer/Subcontractor Data Form" (**EXHIBIT 4**) for Proposer and all its subcontractors.

2.7.5 Resumes

See Section 2.5.2 of the RFP.

2.7.6 Key Personnel Guarantee

See Section 2.5.3 of the RFP.

2.7.7 Affirmative Action and Equal Opportunity Policy

The Proposer's corporate Affirmative Action and Equal Opportunity policy statement posting, when required by law. The posting shall be signed and dated and shall also state the original date of adoption of this policy statement. Affirmative action plans regarding race and gender shall only apply when required on non-federally funded state and locally funded projects.

2.7.8 Insurance Requirements

A statement that includes the following: "The insurance coverage, as required by **Exhibit 1** of the sample Agreement, can be obtained and will be carried without reservation or exclusion should (Name of Proposer) be awarded an agreement according to the RFP".

2.7.9 Joint Venture Requirements

If the Proposer is a joint venture, the Proposer shall include a written statement explaining how the joint venture will fulfill the requirements of the Agreement which explanation shall fully discuss and identify the responsibility of each entity forming the joint venture for performing the Contract Services and providing the insurance required by the Agreement.

2.7.10 User Agreements

The Proposer must submit the "Certification Regarding User Agreements" (**EXHIBIT 10**), and any and all applicable documentation, including but not limited to: End User License Agreements (EULAs), Service Level Agreements (SLAs), Master Service Agreements (MSAs), software maintenance and support licenses, subscription agreements, Software as a Service Agreements (SaaS), Cloud (including private, public or community cloud) and/or other hosting Agreements, and/or purchase orders (collectively, the "User Agreements"), if any, that manufacturer or the Proposer (if separate entities) will require PRT to sign in order to complete the purchase and use the products and/or services requested herein. Failure by the Proposer to submit any and all such User Agreements at the time of Proposal submission will render Proposer's submission non-responsive and ineligible for award. PRT reserves the right to negotiate such User Agreements consistent with the Terms and Conditions and all requirements relating to this solicitation.

3.0 Proposal Selection Process

Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described below. The approach and procedures are those which are applicable to a competitively negotiated procurement whereby proposals are evaluated to determine which Proposal, if any, is most advantageous to PRT. Discussions and negotiations may then be carried out with Proposers determined to be reasonably susceptible of being selected for award of the Agreement after which BAFOs may be requested. PRT, however, may select a Proposal for award without any discussions or negotiations or request for any BAFOs. Subject to PRT's right to reject and or all Proposals, the Proposer, if any, will be selected whose Proposal is found to be most advantageous to PRT, based upon consideration of the criteria discussed below.

3.1 Evaluation Committee

PRT will establish an Evaluation Committee for the RFP. The Evaluation Committee will initially determine the responsiveness of each Proposal, evaluate all Proposals, determine the responsibility of each Proposer, score the Proposals, conduct meetings and assist in selecting the Proposer, if any, that may be awarded the Agreement.

3.2 Proposal Evaluation Criteria

The following is the criteria by which Proposals from responsible Proposers will be reviewed and evaluated for purposes of determining which is most advantageous for PRT and to make any selection of a Proposal for potential award of the Agreement. Any exceptions, conditions, reservations or understanding explicitly, fully and separately stated as a Proposal deviation and which does not cause PRT to reject a Proposal will be evaluated according to the evaluation criteria and/or sub criteria which they affect. The criteria to be used in reviewing and evaluating the Proposals and used to establish a score for the Proposals is as follows:

1) **DB Utilization:** Where required on non-federally funded state projects, each Proposal will be evaluated based upon the proposed use of DBs by the Proposer.

2) **Experience Record and References:** The following, as well as the other information identified in Subsection 2.3 to be supplied by the Proposer will be used to evaluate each Proposer's experience and qualifications to perform the Contract Services.

3) Sufficient financial strength and resources to finance the Contract Services and complete the Agreement in a satisfactory and timely manner as measured by the Proposer's supplied financial statement.

4) Evidence that the Proposer has human and physical resources sufficient to perform the Agreement within the time specified.

5) Evidence of a satisfactory experience, performance and integrity on similar contracts and meeting specifications and warranty provisions.

6) Evidence of sufficient capabilities to perform the Agreement which will include the Proposer's size, the Proposer's commitment to further work of this nature, and the Proposer's ability to bring adequate people to staff the Agreement.

7) **Project Work Plan:** The Proposal will be evaluated based on the Proposer's proposed approach to perform the Agreement, proposed schedule and proposed quality assurance and training plans and project team, as well as the other information identified in Section 2.4 to be supplied by the Proposer.

8) **Project Organization/Management Plan:** The Proposal will be evaluated based on the experience and background of the proposed personnel as well as the other information identified in Section 2.5 to be supplied by the Proposer.

9) **Project Manager:** The Proposal will be evaluated based on the experience and background of the proposed Project Manager(s) as well as the other information identified in Section 2.5 to be supplied by the Proposer.

10) **Key Personnel Staff Resumes:** The Proposal will be evaluated based on the experience and background of the proposed personnel as well as the other information identified in Section 2.5 to be supplied by the Proposer.

11) **Summary of Costs**: The Proposal will be evaluated based on the information submitted as part of the Summary of Costs as identified in Section 2.6.

The information submitted for each criterion will be scored on a scale of zero to ten. The score for the various criteria will then be multiplied by the weighted factors set forth for the criteria on the Proposal Evaluation Rating Sheet **(EXHIBIT 8).**

3.3 Evaluation Procedures

Proposals will be reviewed for complete conformance with the instructions and requirements of the RFP. Proposals that do not comply with the referenced instructions and requirements and do not include the required information may be rejected as insufficient and will not be further

considered. PRT reserves the right to request a Proposer to provide any missing information and make corrections. Submittal of a Proposal shall signify that the Proposer has accepted the whole of the Agreement, except such conditions, exceptions, reservations and understanding explicitly, fully and separately stated in the Proposal. Such conditions, exceptions, reservations or understanding which do not result in the rejection of a Proposal are subject to evaluation under the criteria set forth in Section 3.2.

PRT will select for award, if any, the highest ranked Proposal from a responsible Proposer, qualified pursuant to the RFP, which does not render the procurement financially infeasible and is determined to be the most advantageous to PRT based upon consideration of the Proposal and the evaluation criteria set forth in Section 3.2.

1) The following will be the steps for reviewing and evaluating the Proposals:

2) Proposals will not be publicly opened. All Proposals and evaluations will be kept confidential throughout the evaluation, negotiation and selection process, until award, if any, of the Agreement.

3) Proposals will be reviewed and evaluated by PRT's Evaluation Committee to determine the responsiveness of a Proposal to the requirements of the RFPs and the responsibility of a Proposer. Any Proposals found not to be responsible, will not be further considered for award of the Agreement. Final determination of the responsiveness of a Proposal will be made upon the basis of the Proposal. Final determination of a Proposer's responsibility will be made on the basis of the Proposal, any information submitted upon PRT's request, information submitted in a BAFO, information resulting from PRT's inquiry of Proposer's references and PRT's knowledge and investigation of the Proposer. PRT's determination in regard to the responsiveness of a Proposal and the responsibility of a Proposer shall be final and binding on the Proposers.

4) Each Proposal from a responsible Proposer found to be in compliance with the RFP requirements will be evaluated in accordance with the criteria set forth in Section 3.2.

5) Each proposal will be examined by PRT's Evaluation Committee for compliance with the stated requirements in Section 2 and as outlined in the General Requirements **(EXHIBIT 7).** The evaluation will be undertaken (Preliminary Rating) utilizing the Proposal Evaluation Rating Sheet **(EXHIBIT 8).**

6) After the Preliminary Rating, the responsible Proposers whose Proposals are determined by PRT to still be reasonably susceptible of being selected for award of the Agreement may be requested by PRT to respond, in writing, to certain questions. Each such Proposer may also be invited for a private interview and discussion with PRT to discuss answers to written or oral questions, to assure responsiveness of its Proposal and to discuss its Proposal.

i) In the event that any such Proposal contains conditions, exceptions, reservations or understandings to any requirements of the Agreement, said conditions, exceptions, reservations or understandings may be discussed during these meetings. PRT, however, shall have the right to reject any and all conditions, exceptions, reservations and/or understandings. Any Proposer failing to do so may cause PRT to reject such Proposal.

7) After any interviews have been completed, each responsible Proposer whose Proposal is determined to still be reasonably susceptible of being selected for award of the Agreement may be afforded the opportunity to amend its Proposal and make a BAFO. The request for BAFOs, if any, will include:

   i) Notice that all prior discussions and negotiations are to be included in the BAFO;

8) Notice of any changes to the RFP;

9) Notice that this is the opportunity for submission of a BAFO;

10) A common date and time for submission of written BAFOs;

11) Notice that is any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFOs and is subject to the late submissions, modifications and withdrawals of Proposals provisions of the RFP; and

12) Notice that if a Proposer does not submit a BAFO, PRT may consider its Proposal non-responsive and ineligible for award of the Agreement.

Any modifications to the initial Proposal made by a Proposer in its BAFO shall be expressly modified in its BAFO. BAFOs will be evaluated by PRT according to the procedures, requirements and criteria set forth in Section 3.2 (Final Rating).

PRT will make the appropriate adjustments to the initial scores for each criteria which has been affected by any Proposal modifications made by the BAFOs. PRT will then choose for potential award of the Agreement, the Proposer, if any, whose Proposal PRT finds to be most advantageous to PRT based upon the evaluation criteria.

3.4 Finalization of Agreement

PRT will meet, as necessary, to finalize the proposed Agreement with the responsible Proposer which submits the Proposal which is determined to be most advantageous to PRT based upon the evaluation criteria. In the event that PRT cannot finalize a satisfactory Agreement with the highest rated responsible Proposer, discussions will be terminated with that Proposer and PRT may then proceed with meetings to finalize the proposed Agreement with the next highest rated Proposer. The above process may continue until a satisfactory contractual arrangement with a Proposer has been reached.

Also, a responsible Proposer may be requested to submit a copy of the Proposer's EEO Policy and Program and EEO-1 form for the current and previous year.

3.5 Contract Award

The proposed Agreement resulting from discussions described in Section 3.4 will be ultimately presented to the Chief Executive Officer of PRT for review and recommendation to PRT's Board for approval. PRT's staff is not empowered to enter into a contract without the formal authorization of PRT's Board.

3.6 Failure to Execute a Contract

Failure of the Proposer to whom the Agreement is awarded to promptly execute the Agreement shall be cause for cancellation of the award. The Proposer, by submitting a Proposal, agrees to, and shall, reimburse PRT for all damages arising from said default.

3.7 Acceptance / Rejection of Proposers

PRT reserves the right to reject any or all Proposals. PRT also reserves the right to make an award to a Proposer whose Proposal it judges to be most advantageous to PRT, without conducting any written or oral discussions with any Proposer or the solicitation of any BAFOs. PRT reserves the right to consider any specific Proposal which is conditional or not prepared in accordance with the instructions or requirements of this RFP to be non-responsive. PRT reserves the right to waive any defects, or minor informalities or irregularities in any Proposal which, in PRT's sole discretion, has not materially affected the Proposal.

3.8 Cancellation of Procurement

PRT reserves the right to cancel the procurement and not award the Agreement for any reason whatsoever, at any time, before the Agreement is fully executed and approved on behalf of PRT.

3.9 PRT Protest Procedures

Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award of the Agreement may file a protest with PRT. The procedures for submitting such protests are available at PRT's website at www.ridePRT.org by following the links "Company Info & Projects", "Doing Business", "Procurement", "Purchasing Information," and "Bid Protest Procedures."

4.0 Scope of Services

4.1 General Overview

This Scope of Services ("SoS") outlines the requirements to provide Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit (PRT) with Co-Location Services for the life of this agreement. The requested services include, but may not necessarily be limited to, the following:

1) Co-Location services for PRT's primary server, networking, and storage equipment.

2) Internet connectivity (both inbound and outbound) for PRT's exclusive use.

3) Equipment relocation services to assist with the move from PRT's current provider, H5 Data Centers (provided the winning bidder is not housed at that location).

4) Ongoing support services for co-located equipment.

4.2 Explanation of Required Services

1) Co-Location Services:

2) Ownership/Lease

3) Proposer is to provide evidence of location ownership if owned or lease agreement if a leased location.

i) Proposer shall provide duration of lease or ownership (i.e., how long has your firm been in this location, and is there any foreseeable chance the property ownership or leasing availability will change for the duration of this Agreement).

ii) If lease agreement is less than seven (7) years, Proposer is to provide evidence of contingency plan for lease expiration (e.g., renewal options, other facilities, etc.).

4) Facility Environment Specifications

5) Raised floor throughout the equipment portion of the facility.

6) Redundant (N+1) UPS Systems.

7) Redundant A/B circuits feeding redundant rack Power Distribution Units (PDU)s.

8) Redundant generators sufficient to power all equipment.

9) Redundant Heating Ventilation Air Conditioning (HVAC) systems with leak detection.

10) Smoke detection system.

11) Automatic fire suppression system.

12) Temperature, humidity and static controls in place.

i) Temperature preferences between 18°C to 27°C (64.4°F to 80.6°F)

ii) Humidity preferences between 40% to 60%

13) Redundant high-speed internet connections available from multiple vendors.

14) Ability to directly connect to Crown Castle/Zayo (or other successor in interest) fiber services in the Pittsburgh area.

15) Payment Card Industry Data Security Standard ("PCI-DSS") and System and Organization Controls 2 ("SOC2") Compliant.

13) Security and Safety Requirements:

17) Utilize multiple facility security layers. At a minimum the following should be available twenty-four hours, three hundred and sixty-five days ("24/365"):

i) Card-based access

ii) Logged visitor identification

iii) Allowed access list

iv) Closed-Circuit Television ("CCTV") surveillance.

18) Contractor shall perform an annual SOC2 Type II audit for the location hosting PRT's systems, with report being provided to PRT within thirty (30) business days of completion.

19) Contract shall maintain current PCI-DSS compliance as required and provide Attestation of Compliance upon request.

20) On-site security 24/365

21) Access to co-location facilities shall require a minimum two-factor authentication (e.g. fingerprint and passcode)

22) CCTV/Security Camera system that is monitored 24/365 by Contractor

23) Contractor shall maintain policies and agreements requiring that its employees or subcontractors maintain the confidentiality of the information stored at the Facility. These policies shall include measures that comply with applicable provisions of the Pennsylvania Breach of Personal Information Notification Act , 73 P.S. §§ 2301 et seq. as well as the Health Information Privacy and Portability Act of 1996, Pub. L. No. 104-191, as amended.

24) Equipment Services Requested (minimums):

25) Dedicated Locking Co-Location Cabinet(s) – minimum quantity of three (3).

26) Power – 208V/30A Redundant Circuit – minimum quantity of two (2).

27) Power – Three (3) Phase 208V/60A Circuit - minimum quantity of one (1).

i) Co-Location Cabinet:

(1) Minimum 42U rack units

(2) Both front and rear lockable doors, slotted or perforated to allow airflow

(a) Locks may be combination style or key; keys must be able to be duplicated for multiple staff

(3) Side and top panels with internal airflow circulation

(4) Must be able to accommodate data center equipment sized (at minimum)

(a) W x H x D (in): 17.6 x 1.7 x 35.8 (448 x 44 x 910 mm), fully with ability to close and secure both front and rear doors safely

28) Minimum Facility Requirements

29) Co-Location hosting Facility shall be located within the borders of Allegheny County, Pennsylvania, and within 15 miles of PRT's current headquarters, located at 345 6th Avenue, Pittsburgh, PA 15222

30) The Facility must meet all applicable municipal, state, and federal codes.

40) Preferred industry certifications:

i) Uptime Institute Data Center Site Infrastructure Standard Tier III or higher

ii) TIA 942 Rated-3 or higher

41) Access shall be made available to PRT personnel and designated vendors at any time, 24 hours a day,7 days a week, including during disaster periods.

42) Building must include access for loading and unloading of equipment via a loading dock.

43) Set process for receiving/security storage of any PRT deliveries.

44) Network Connectivity

45) Internal Connectivity

i) PRT will supply, if necessary, fiber-optic Wide Area Network ("WAN") connectivity to the Contractor's facility main demarcation point from PRT's current primary fiber lease partner, Crown Castle.

ii) Contractor is responsible for all hardware, software, power, and wiring related to the hosting services inside their facility. Contractor is also responsible for any cabling needs (cross-connects) from the hosting facility main demarcation point

(where the Crown fiber will be terminated) to the equipment and racks used by PRT.

iii) Connections should be a minimum of 10Gb/s transfer speeds synchronous, with an ability to move up to 100Gb/s transfer speed synchronous, based primarily on PRT's capabilities and equipment.

46) External (Internet) Connectivity

i) Internet access shall be provided by Contractor.

ii) Connectivity should be set up in a redundant fashion, using disparate internet providers (minimum of two separate providers, e.g. Crown Castle, Comcast, DQE, Verizon, etc.).

iii) Bandwidth: minimum of 3 Gb/s synchronous connection provided to PRT for exclusive use. Bandwidth and connections must be dedicated and not shared with other customers or clients.

iv) Availability of "bursting" capabilities of 1.5x normal bandwidth limit, in cases of extremely heavy, albeit temporary, data spikes.

v) Contractor will be aware that PRT hosts multiple public-facing sites and services through these connections, and contractor will work with PRT to confirm that all inbound/outbound connections are free from other forms of interference or monitoring, unless specified by PRT.

47) Public-facing IPs

i) Contractor will provide the following static IPs (minimum, all IPv4)

ii) Single Block IP Space /27

iii) Single Block IP Space /29

48) Equipment and Migration Services

49) Contractor will work with PRT to coordinate the planning, moving and shipping, rack and stack of all PRT equipment from current location to new co-location.

i) **Note**: If the location is the same H5 Data Center as is current, and equipment and systems will not need to be relocated in any way, please specify this fully in response from Contractor.

50) Planning:

i) Contractor will provide a Project Manager and Subject Matter Expert ("SME") to work with PRT and assist with planning the move of all PRT owned equipment, cabling, and systems from its current location at H5 Data Centers to Contractor's location if required.

(1) Current location for all PRT hosted equipment: H5 Data Centers, 2202 Liberty Ave, Pittsburgh, PA 15222.

ii) Planning will include all scheduling related Contractor resources, confirmation that all needed infrastructure at Contractors location will be ready for PRT equipment.

51) Relocation, if required:

i) Contractor will take on primary responsibility with the shipping of all equipment, either in phases or at one time, including tear down, storage, move, and rack and stack of all PRT owned equipment to the new location.

ii) PRT will assist with all phases except physical shipment of the equipment from current location to new location, including insurance.

(1) Contractor will be responsible for safety and security of all equipment and data stored on this equipment from current location to new location.

(2) Contractor will be responsible for the packing (if required), moving, shipping, and unpacking of all PRT equipment.

(3) PRT will assist with the tear down of all equipment from the racks, cabling, power connections, etc.

iii) Shutdown and move of equipment must be planned a minimum of ninety (90) days in advance.

iv) Shutdown and move of equipment must occur during non-peak revenue hours of all primary PRT services, as of this publication, 7:00pm – 6:00am, ET.

52) Turn-up of equipment

i) Contractor will assist PRT in rack, stack, and turn-up of all equipment, confirming that all infrastructure equipment has been received and installed without damage, and that all infrastructure, including but not limited to, racks, power, lighting, cross-connects, etc., to allow full turn-up of all equipment, and all equipment will have been tested and fully available prior to arrival of PRT-owned equipment.

53) Time of Completion

54) The Contractor shall complete all or any designated portion of the Work within the number of days set forth in the Contract Documents. Time shall be computed starting with the first day after receipt of the Notice to Proceed and ending with the last day of the Work and any such designated portion of the Work.

    i) The Contractor shall complete all portions of the Work within One Hundred and Twenty (120) Calendar Days after the issuance of the Notice-to-Proceed (NTP).

55) Adjustments shall only be permitted as set forth in the Service Agreement, Section 12, Changes to the Contract Services or the Scope of Services.

56) Subject to Article 4.9.B above, the Contractor shall only be granted an adjustment in the Time of Completion for a delay in the completion of the Work:

    i) Due to unforeseen causes beyond the control and without the fault or negligence of the Contractor which are caused by an act of God or of acts of war, fire, floods, unusually severe weather, epidemics, quarantine restrictions, strikes and other work stoppage of others, shortage of materials and freight embargoes, and such that the unforeseen cause actually prevents the performance of the Work, provided that the Contractor has taken reasonable precautions to prevent delays due to such causes.

57) As an express condition precedent for the Contractor to receive a change in the Time of Completion, the Contractor shall promptly notify the PRT Project Manager in writing that a delay is occurring. The Contractor shall notify the PRT Project Manager in writing of the alleged causes for delay within fifteen (15) days from the beginning of any such delay. Failure by the Contractor to provide such notices shall justify the denial of the Contractor's request for an adjustment in the Time of Completion.

58) If the prosecution of a portion of the Work is delayed, other portions of the Work unaffected by the delay shall be diligently prosecuted either to completion or until the prosecution of the delayed portion of the Work can be resumed.

59) Damages

60) In the event the Work or any portion of the Work is not completed in accordance with the Contract Documents or within the time specified in the Contract Documents, as may be subsequently amended by Change Orders, the Contractor fails to comply with the Contract Documents or the Contractor breaches the Contract, the Contractor shall be liable to PRT for any and all damages that PRT may incur as the result of such actions or omissions by the Contractor, regardless of whether such damages are direct, indirect or consequential. The remedies provided herein are not exclusive but are in addition to any other rights and remedies provided to PRT by law or under the Contract.

61) In the event the Work or a designated portion of the Work is not completed within the time specified in the Contract Documents, as may be subsequently revised by Change Order, damage will be sustained by PRT.

i) For certain of said damages, including any associated fees assessed by the current Contractor for continued Services beyond the current contract expiration date, the ability to ascertain the actual amount for said damages is and will be impracticable or extremely difficult.

ii) In light of the impracticability or difficulty of estimating the specific categories of damages identified above in 4.10.a.ii, the Contractor, solely as compensation for such damages, shall pay to PRT the amount or amounts set forth herein as liquidated damages per day for every calendar day, or fraction of a calendar day, of delay in finishing the Work or any designated portion thereof, which amount(s) the Contractor agrees and acknowledges is a proper measure of liquidated damages. The Contractor agrees that the liquidated damages described herein are not, in any sense, a penalty, but rather that said liquidated damages are reasonably and rationally related to the actual damages sustained.

iii) Liquidated Damages that have been established for the Contract are as follows:

The Contractor shall be assessed liquidated damages in the amount of $680.00 per calendar day, or fraction of a calendar day, that it fails to complete the Work as specified in Section 4.0, Scope of Work.

PRT will deduct liquidated damages from any monies due or that become due the Contractor under the Contract, or under any other contract with PRT, or if such monies are insufficient, the Contractor or its Surety or Sureties shall pay to PRT any deficiencies in such monies within thirty (30) Days of written notice by PRT. The Contractor shall have no right to withhold such payment in the event of a dispute between the Contractor and the PRT.

PRT will notify the Contractor in writing, prior to assessing liquidated damages, of the date that the assessment of the liquidated damages will commence. The Liquidated Damages will be deducted from the next Contractor's payment following the issuance of the notification letter and shall continue to be deducted until the Work or the designated portion of the Work is completed.

Liquidated Damages are not a change to the Contract but are an agreed upon reduction from the amount to be paid to the Contractor under the Contract.

The remedies provided herein are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

62) Support Services

63) Contract shall provide information on how they will provide the following services to PRT:

i) Contractor shall provide onsite “remote hand” for physical access to PRT’s co-located equipment, e.g. power cycle equipment, report on status of co-located equipment (warning lights & status lights), report on physical state of co-located equipment, escort PRT and 3rd-party support staff to rack and equipment access as necessary, etc.

ii) Contractor shall have proven process and procedure for tracking issues and requests from PRT. Contractor shall submit evidence of its proposed system to PRT with its response.

iii) Incident reporting and support are required on a 24/365 basis. Contractor shall provide PRT with an Operations Center, which shall be manned 24/365, for incident reporting and monitoring of provided services. Operations Center shall be available by both telephone and web site access.

iv) Any security breaches, whether physical or electronic, to the servers, racks, facility, or any unauthorized access shall be immediately reported to the PRT’s escalation list, which will be provided as part of the implementation.

v) Incident reports for all reported incidents shall be made available within a timely manner from the report of the incident. Initial notification shall be made within one hour of the incident reports. Hourly updates shall be provided until the incident is resolved.

vi) PRT shall be notified at least seven (7) days in advance of all scheduled maintenance affecting PRT services, and notified at least fourteen (14) business days advance notification for all major service interruptions. Contractor shall provide PRT Technology and Help Desk staff with documentation for incident and outage reporting, contact names, phone numbers and management escalation procedures.

64) Service Level Agreement(s) (“SLAs”):

65) Contractor will provide, as part of its submission, a document detailing all SLA information regarding its co-location services.

66) PRT expects a listed 100% uptime SLA, due to the criticality of these services

67) Agreements

68) Contractor will provide, as part of their submission, all Agreements that it will require PRT to sign to obtain the services described in this SoS.

69) Term

70) This Agreement will have an initial term of five (5) years with two (2) additional one-year option years.

71) Termination of Contract:

i) If the contract is terminated, expires, or is not renewed, the Contractor shall:

(1) Provide Full Access: Grant PRT full and unfettered access to all PRT-owned equipment and service connections located at the Contractor's facility, without delay or restriction.

ii) Facilitate Equipment Removal: Make all reasonable accommodations to support PRT in the safe and secure removal of its equipment, cabling, and service connections from the facility. This includes:

(1) Coordinating access for PRT personnel and designated third-party vendors.

(2) Providing necessary logistical support such as access to loading docks and secure staging areas.

(3) Ensuring that all PRT data and equipment remain protected during the transition.

i) Maintain Service Continuity: Continue to maintain all contracted services without degradation until the physical removal of PRT equipment is complete or until a mutually agreed-upon termination date.

ii) Documentation and Support: Provide PRT with any required documentation, including network diagrams, configuration details, and service logs, to facilitate a smooth transition to a new provider.

iii) Insurance and Liability: Maintain appropriate insurance coverage during the transition period to cover any potential damage or loss to PRT equipment while on Contractor premises or during removal.

EXHIBIT 1: Sample Agreement

EXHIBIT 2: Certification of Proposer Regarding Debarment, Suspension and Other Responsibility Matters" or the "Certification of Proposer Regarding Debarment, Suspension and other Ineligibility and Voluntary Exclusions"

EXHIBIT 3: Certificate Regarding Lobbying Form

EXHIBIT 4: Proposer/Subcontractor Data Form

EXHIBIT 5: Staff Resume Form

EXHIBIT 6: Summary of Costs

EXHIBIT 7: General Requirements

EXHIBIT 8: Proposal Evaluation Rating Sheet

EXHIBIT 9: Ebusiness Submitting a Proposal

EXHIBIT 10: Certification Regarding User Agreements