



The regional transit authority for Lake County

Address: 555 Lakeshore Boulevard • Painesville, Ohio 44077

Phone: (440) 350-1000 • Fax: (440) 354-4202

## **REQUEST FOR PROPOSALS**

**for**

## **DIGITAL REAL-TIME BUS STOP SIGNAGE**

**PROPOSALS DUE BY: May 15, 2025 at 2:00p.m.**

**Date Issued: April 16, 2025**

**Contact:**

**Andrea Aaby**

**Director of Compliance & Development**

**440-350-1022**

**aaaby@laketrans.com**

## **1.0 GENERAL**

Laketran is the regional transit authority for Lake County, Ohio. Lake County is located 35 miles east of Cleveland. The western portion of Lake County is located within the Cleveland Urbanized area and is densely developed. The eastern half is rural in nature.

Geauga Transit is the regional transit authority for Geauga County, Ohio. Geauga County is a rural county of roughly 90,000 residents. Laketran assumed operations of Geauga Transit in July 2023.

### **1.1 Purpose**

Laketran seeks proposals from qualified firms to provide and support digital real-time bus stop signage.

The requirements for the submittal and content of proposals, the timetable for this procurement, performance requirements, and contract terms are detailed in this Request For Proposal.

The terms "proposal", "Invitation for Bid", "IFB", "proposal", "Request for Proposals", "RFP", "bidder", "proposer", "proposer" and the like are used interchangeably throughout this IFB/RFP. Similarly, the terms "Laketran", "buyer", "purchaser" and "Authority" are used interchangeably.

### **1.2 Due Date and Location**

Email proposals to [aaaby@laketran.com](mailto:aaaby@laketran.com) no later than: May 15, 2025 at 2:00p.m.

- Proposals received after that date and time will not be accepted.
- Laketran's offices are located at 555 Lakeshore Boulevard, Painesville Township, Ohio 44077.
- Proposer bears total responsibility for ensuring their proposal is complete and arrives on time.
- Proposer must comply with each and every requirement of this RFP to be considered responsive.

### **1.3 Schedule**

The following schedule will be followed for this procurement:

April 16, 2025	Issuance of RFP
May 15, 2025 at 2:00p.m.	Proposals Due
June 2, 2025 – June 11, 2025	Product demonstration with top ranked proposer
June 23, 2025	Laketran Board of Trustees approves contract award

#### **1.4 Length of Time Proposals Shall be Good**

Proposals shall be good for ninety (90) days.

The length of time proposals shall be good - plus the schedule for the project - will be automatically extended by the amount of time required for Laketran and the Federal Transit Administration to process any Single Proposal (Section 1.25 below).

#### **1.5 Number of Copies and Delivery**

One copy emailed to [aaaby@laketran.com](mailto:aaaby@laketran.com). Hard copies may be mailed to Laketran at the address listed in 1.2.

#### **1.6 Proposal Bond, or Certified or Cashier's Check**

Not Required.

#### **1.7 Performance Bond**

Not Required.

#### **1.8 Insurance**

The successful proposer shall maintain throughout this assignment the following insurance coverages:

- A. Workers Compensation statutory coverage.
- B. Insurance shall have commercial general liability limits of \$1 million per occurrence for bodily injury, personal injury and property damage. Minimum general aggregate shall be \$1 million.
- C. Automobile liability limit shall be at least \$1 million per accident for bodily injury and property damage where applicable.
- D. Ohio stop gap employer's liability with a \$1 million limit.
- E. Laketran, its officials, agents, employees and volunteers shall be named as an additional insured. This coverage shall be primary to the additional insured's and not contributing with any other insurance or similar protection available to the additional insured whether available coverage is primary, contributing or excess.
- F. All sub-proposers to the prime proposer shall be included under the prime proposer's policies or shall finish separate certificates and endorsements for each sub-proposer. All coverages for sub-proposers shall be subject to all requirements of this section.
- G. All coverages shall be written on an occurrence basis.
- H. All must give Laketran at least 30 days written notice of cancellation, non-renewal and/or material changes.

All policies shall be provided by an insurer with an A.M. Best rating of A- or better.

## **1.9 Minimum Specifications**

The specifications contained in this IFB/RFP are the minimum specifications needed to meet Laketrans needs.

## **1.10 Disadvantaged Business Enterprise (DBE)**

This proposer shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Proposer shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Proposer 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 Laketrans deems appropriate. Each subcontract the Proposer signs with a sub-proposer must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

It is the policy of the Department of Transportation (DOT) that DBE's, as defined in 49 CFR, Parts 23 and 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Although the DBE goal for this procurement is 0%, Laketrans welcomes DBE participation.

## **1.11 Build America Buy America Certification**

Not required.

## **1.12 Presentations**

Laketrans may ask Proposer to explain elements of their proposal.

## **1.13 Inquiries**

All questions pertaining to this RFP should be directed to Andrea Aaby, Director of Compliance & Development, at (440) 350-1022 or sent to [aaaby@laketrans.com](mailto:aaaby@laketrans.com).

## **1.14 Clarifications, Approved Equals, Supplements**

Clarifications, Approved Equals and other supplements to this RFP may be issued to modify, change or clarify one or more points. All parties who request the RFP will be forwarded copies of supplements. Proposers are reminded to read and adhere to such supplements as compliance with them is integral to having your proposal reviewed.

All requests for clarification of these specifications and for an approved equal (RFCAE) must be in writing on the form provided in Section 4 and must be received by the time specified in Section 1.3 above.

- Please note the items specified herein were selected through product comparisons and evaluation.

- Proposed alternates must match dimensions, finishes, performance and design features of the products specified herein.
- Catalogs, product information and/or specifications must accompany all RFCAE's.

### **1.15 Form of Proposal**

All forms must be completely filled in, signed and otherwise executed as indicated. Failure to do so can result in your proposal being declared "unresponsive".

Unless otherwise specified in this RFP, only the forms prescribed in Section 4 shall be included with your proposal. Additional material is not required and will not be reviewed.

### **1.16 Explanations (Written and/or Oral)**

Should a proposer find a discrepancy in or omissions from these specifications, or should he/she be in doubt as to their meaning, he/she shall at once make inquiry of Laketran.

### **1.17 Alternate Proposals**

Alternate proposals may be submitted by the Proposer - at their discretion and risk - to achieve the essential purpose and intent of these specifications at a lower cost, without increasing Laketran's risk or exposure. Such alternate proposals must be clearly identified and prominently labeled as such. Laketran is not obligated to accept or review any alternate proposal.

### **1.18 Withdrawal of Proposal**

No proposal will be allowed to be withdrawn after it has been opened by Laketran.

### **1.19 Consideration of Proposal**

ORC 9.28 stipulates that for RFPs no information will be released about any proposer or proposal until a contract award is made.

### **1.20 Rejection or Acceptance of Proposal**

Laketran reserves the right to accept or reject any or all proposals, and any parts of any proposal. In awarding a contract, Laketran reserves the right to consider all elements entering into the question of determining the responsibility of the Proposer. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the proposal. In case of any discrepancy between the price written in the proposal and that given in figures for any item, the price in writing will be considered as the proposal price.

### **1.21 Unacceptable Proposals**

No proposal will be accepted from or contract awarded to any person, firm, or corporation that is

in arrears or is in default to Laketran upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to said Laketran or has failed to perform faithfully any previous contract with Laketran.

#### **1.22 Tie-Breaking (IFB only)**

In the event of a tie, Laketran shall make an award based upon federal and state law and regulations.

#### **1.23 Right to Perform Pre-Award Survey (IFB only)**

Laketran retains the right to review the apparent low proposer's production schedule and past delivery performance to determine responsibility.

#### **1.24 Right to Verify Proposal - Single Proposal (IFB only, Contracts > \$100,000)**

Laketran shall verify proposals. In the event of a single proposal response, this solicitation will be automatically converted to a negotiated purchase which shall require the Proposer/Proposer to negotiate a fair and equitable price. Laketran retains the right to request certifiable cost analysis data which the Proposer must provide. Laketran reserves the right to negotiate an adjustment in Proposer's price if warranted by said analysis. FTA review of a single proposal may be required and will automatically extend the time proposals shall be good.

#### **1.25 Vehicle Trade-ins**

Not Required.

#### **1.26 Form of Bid**

Not Required.

#### **1.27 Authorized Negotiators**

Bidder shall identify person(s) who may represent the firm in contract negotiations.

#### **1.28 Award of Contract**

A responsive bid/proposal is one which complies with the terms, conditions and specifications of this IFB/RFP. A responsible proposal/proposal is one submitted by a company or joint venture possessing the capability and capacities to perform as required by this IFB/RFP.

Laketran reserves the right to award one, more than one or no contracts as Laketran deems to be in its best interests. If an RFP, Laketran further reserves the right to make an award on the basis of an original proposal(s) without any negotiating with any offeror.

#### **1.29 Contractual Terms and Conditions**

The terms and conditions of any contract that results between Laketran and the successful Proposer are discussed in Section 2.

This will be a three year Fixed-Price plus Producer Price Index (PPI) contract.

### **1.30 Cost of Preparation**

All costs incurred by any Proposer prior to notice-to-proceed will not be reimbursed by Laketran.

### **1.31 Additional Information, Rejection**

Laketran reserves the right to request additional information from any Proposer, or none. It also reserves the right to reject any and all proposals without prior notice; to waive informalities and technicalities; to extend deadlines without notice; to negotiate directly with only those respondents deemed to be qualified according to the criteria on this RFP; and to enter into one, more than one, or no contracts as it shall deem to be in its best interests.

### **1.32 Late Proposals**

Proposals received by Laketran after the exact time set for receipt in Section 1.2 above are considered "late". Late proposals will be considered only if received before contract award, and the following objective, bona fide proof is submitted showing reason or cause. Some examples of proof that may be accepted are:

1. It was sent by registered or certified mail not later than 5 calendar days before the proposal receipt date specified;
2. It was sent by mail and it is determined by Laketran that the late receipt was due solely to mishandling by Laketran after receipt; or
3. It was sent by an overnight express service not later than 5:00 PM at the place of mailing 1 working day prior to the date specified for receipt of proposals and is marked for delivery by next business morning. The term "working days" excludes weekends and holidays.

### **1.33 Protests**

It is the policy of Laketran to prepare specifications for requests for proposals that are not discriminatory in nature. All solicitations are to be open and free to all competing vendors whereby all have a reasonable chance to be successful and be awarded a contract.

If a vendor feels that a particular solicitation is unfair for whatever reasons, the following procedure must be followed to register a proper protest and said procedure shall be a part of all solicitations:

STEP 1 - Protest must be made in writing and addressed to the Chief Executive Officer no later than (1) three days before the scheduled proposal due date, (2) three days after the proposal opening, or (3) three days after contract award, as applicable. Such protest must cite what the

solicitation was for, and for what reason the protest is lodged.

STEP 2 - The CEO shall make all reasonable attempts to resolve the protest prior to the proposal opening or award of a contract, as applicable, and reserves the right to reschedule same if -at their discretion - deemed necessary. The CEO must make their decision no later than ten (10) working days from date the protest is lodged.

STEP 3 - If the protest is not satisfactorily resolved at Step 2, the person or firm making the protest may request a hearing with their legal counsel and Laketran, with Laketran's legal counsel serving as arbitrator on the matter. Request for such a hearing must be made within 15 working days of the original date the protest was filed.

The decision at Step 3 shall be final and binding on all parties.

If the vendor believes that Laketran did not follow the above process, he/she may appeal to the Federal Transit Administration (FTA) as follows:

Office of Program Management  
Federal Transit Administration  
Suite 320  
200 West Adams Street  
Chicago, IL 60606  
(312) 353-2789

The Federal Transit Administration will hear appeals only where a local protest procedure does not exist or where the local procedure was not followed.

### **1.34 Addenda to RFP**

Laketran reserves the right to amend the RFP at any time. Any amendments to the RFP shall be described in written addenda. Notification of the addenda also will be distributed to all prospective Proposers officially known to have received the RFP. Failure of any prospective Proposer to receive the notification or addenda shall not relieve the Proposer from any obligation under the RFP therein. All addenda issued shall become part of the RFP. Prospective Proposers shall acknowledge the receipt of each individual addendum in their Proposals on the form Acknowledgement of Addenda. Failure to acknowledge in the Proposal receipt of addenda may at the Agency's sole option disqualify the Proposal.

### **1.35 Notice of Commencement**

Not Required.

## 2.0 TERMS AND CONDITIONS IN CONTRACT FORM

To reduce paper consumption, the standard terms and conditions which shall apply to this procurement are not contained here. They can be found in a separate document entitled "Laketran Standard Contractual Terms and Conditions", which is available upon request. And is posted on our website at [www.laketran.com](http://www.laketran.com). Laketran's Standard Terms and Conditions are hereby incorporated by reference into and made a part of this IFB/RFP just as if they were reproduced in their entirety here. Further, Laketran's Standard Terms and Conditions are extremely important, and are applicable to and binding upon each bidder/proposer and will become contractual to and binding upon each successful bidder/proposer to whom a contract is awarded. It is the bidder's/proposer's responsibility and obligation to have read and understood Laketran's Standard Terms and Conditions. A summary of these terms and conditions follows:

2.1	Independent Proposer	2.36	Davis Bacon & Copeland Anti-Kickback
2.2	Proposer's Obligation	2.37	Conflict of Interest
2.3	Buyer's Obligation	2.38	Fraud, Waste, Abuse or Other Legal Matters
2.4	Contract Period	2.39	Fraud & False Claims
2.5	Performance Bond	2.40	No Federal Government Obligations to Third Parties
2.6	Notice to Proceed	2.41	Privacy
2.7	Contract Modification	2.42	Procurement
2.8	Subcontracts	2.43	Special Requirements for Transit Operations Contracts
2.9	Civil Rights	2.44	Seismic Safety
2.10	DOL EEO Clause for Construction	2.45	Hatch Act/Work Day and Work Week Standards
2.11	Bus Testing	2.46	Cargo Preference
2.12	Delivery	2.47	Fly America
2.13	Payment	2.48	Clean Air Act & Federal Water Pollution Control Act
2.14	Liquidated Damages	2.49	Energy Conservation
2.15	Taxes	2.50	Debarment and Suspension
2.16	Inspection	2.51	Compliance with Laws and Regulations
2.17	Audit and Inspection of Records	2.52	Applicable Law and Jurisdiction
2.18	Right to Adjust Cost	2.53	Integrated Agreement
2.19	Failure to Meet Specifications	2.54	Laketran's Understanding
2.20	Warranties	2.55	Incorporation of FTA Terms
2.21	Indemnification	2.56	Non-Smoking Policy
2.22	Hold Harmless	2.57	Funding Agencies
2.23	Disputes	2.58	Prohibition on certain telecommunications & video surveillance services or equipment.
2.24	Notification of Proceedings	2.59	Solid Wastes
2.25	Termination/Breach of Contract	2.60	Safe Operation of Motor Vehicle
2.26	Assignment	2.61	Human Trafficking
2.27	Covenant Against Contingent Fees	2.62	Restrictions on Lobbying
2.28	Patent Rights & Intellectual Property	2.63	Veteran's Hiring Preference
2.29	Release of Information	2.64	ITS Projects
2.30	Ownership of Documents	2.65	Tax Liability and Felony Convictions
2.31	Retention of Records	2.66	Severability
2.32	Workmen's Compensation Act		
2.33	Social Securities Act/Unemployment Compensation, Etc.		
2.34	Federal Assistance		
2.35	Work Hours Act		

## ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

## AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with 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 persons with disabilities, including any subsequent amendments to that Act, and with 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 persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

## CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.
- b. to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

## CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act," 49 C.F. R. Part 21 and any implementing requirement FTA may issue.

**1 Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246,

"Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

**2 Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

**3 Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

**4 Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

#### **Civil Rights and Equal Opportunity**

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

**1. Nondiscrimination.** In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**2. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

**3. Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

**4. Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**5. Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

## DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (1) Complies with federal debarment and suspension requirements; and
- (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

## DISADVANTAGED BUSINESS ENTERPRISE (DBE)

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. 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 the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

## ENERGY CONSERVATION

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 (42 U.S.C. § 6201).

## EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and

orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **FLY AMERICA**

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

### Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

## **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Recipient 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 Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have

committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

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.

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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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.

## **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

### **PROMPT PAYMENT**

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

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. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, 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 the Agency.

### **SAFE OPERATION OF MOTOR VEHICLES**

#### **Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

#### **Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

### **SOLID WASTES (RECOVERED MATERIALS)**

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

### **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

## Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

## TERMINATION

### Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency'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 Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

### 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 Agency 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 be paid only 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 Agency 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 Agency, 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.

### Opportunity to Cure (General Provision)

The Agency, 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 Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency 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 Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

### Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

### Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

### 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 Agency may terminate this contract for default. The Agency 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 Agency.

### Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery 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 Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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 Agency.

### Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the

Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

#### Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

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 Agency.

#### Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

### **OTHER RECOMMENDED CONTRACT REQUIREMENTS**

## **CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

## **FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

## **SEVERABILITY**

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

## **TRAFFICKING IN PERSONS**

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

### **3.0 SCOPE OF WORK**

Laketrans seeks to purchase an initial order of six digital real-time signs to be placed at bus stops along Laketrans newest route and with options to purchase 20 additional signs over the next three years. The purpose of this signage is to display real-time bus routing information to riders. Additional signage may be purchased over the life of the agreement as need arises or grant funding becomes available.

It is Laketrans desire to procure an industry standard, service-proven Electronic Display Signage system that meets or exceeds the technical specifications set forth in this document

The selected proposer will be responsible for providing a complete, fully operational and integrated electronic display signage system and shall serve as systems integrator for all components and interfaces (internal and external) and customized content management. The selected proposer will also be responsible for all connections and terminations where its equipment integrates with existing Laketrans equipment.

The display signage will integrate with Laketrans existing CAD/AVL system provided by TripSpark Streets Infotainment module to receive real-time data on vehicle locations and present the information to passengers on electronic display signage. The display signs should operate using an external power source of solar power, battery power, or a combination of both. A hard-wired solution should also be available for locations where electrical power is available.

#### **3.1 Technical Specifications**

- The specifications described below are the minimum requirements.
- If the product proposed exceeds these specifications, be sure to call this out in your proposal.
- If the proposer must take any exceptions to the technical specifications, please make that known in your proposal. Or submit a request for information.

Proposed system must be compatible with all future revisions and software/hardware versions for entire life of contract. Any upgrades or patching required to bring newer hardware or software into production must be included as part of this entire contract life. All communication between display signage system equipment must be through the main AVL server location using a hub and spoke design.

Laketrans TripSpark real-time schedule information will be displayed for stop specific information (Laketrans and TripSpark will provide the information to the Proposer).

##### **Electronic Display**

- Display information should meet all ADA requirements;
- Minimum transreflective, LCD, full color
- Minimum size: 17in diagonally
- Fully configurable visible area, including the presentation of multiple departures of multiple routes;

- Viewing angle of at least 175 degrees;
- Backlit display for viewing in low light situations
- Push buttons on or connected to display to interact with content
  - i.e. multi-page toggle, audible ADA callouts;
- Readability in direct sunlight and in all conditions at a distance of up to 10 feet; and
- Operate in the following environmental conditions:
  - temperatures between -20°F to 140°F;
  - Rain, snow, cloud cover, fog, etc.

#### Mounting Hardware

- Display shall allow for mounting on existing poles/structures, or integration into existing shelters;
- Galvanized steel pole approximately 15ft
- Stainless steel, tamper-proof fasteners are required for attaching display to the station facility;

#### Power Supply

- Display units shall operate on solar power, battery power, or a combination of both; and an option for hard-wire should be available when electrical is available at the site;
- Specifications of size, type, power output are required;
- Power sources, casings, and connections must comply with all state and federal guidelines;
- Power supply shall work continuously for at least three (3) years without replacement;
- Power supplies and connecting hardware external from the display unit shall be in tamper-proof casing or use tamper-proof fasteners with proven durability.
- Battery back-up to keep sign operational for 3-5 days without solar
- Minimum 100 watt solar panel

#### System Software

- The display shall be designed to receive and transmit data via available mobile networks; and the Proposer shall manage all coordination with the mobile network.
- T-mobile will be the service provider of choice
- The management user interface shall be implemented as a web-based application with a graphical user interface;
- Ability to auto-heal from network outage
- Electronic displays and software to allow for custom branding options to be displayed throughout all electronic displays
- The user interface shall support different levels of authorization;
- The user interface shall allow assigning a display to a station point;
- The user interface shall enable a user to configure, control, and monitor displays via the central server;
- The user interface shall allow addressing individual displays, groups of displays, and/or all displays;
- The content management system shall enable a user to upload images, create playlists and schedule content; and

- The user interface shall allow addressing individual displays with playlists and schedules.

### Monitoring System

The health status reports from the displays to the central server allows monitoring and error logging. At least the following information/status of the display shall be conveyed in a status report:

- Display ID
- Time
- Theft intrusion
- GPS location
- Display OK
- Internal error
- Configuration fault
- TTS module error
- Display module error
- Battery voltage/power %
- Software Version
- Last departure update

## **3.2 Software Installation**

The Proposer shall grant Laketran the right to use all software and firmware provided under the contract and will not impose any licensing restrictions on interfacing data to or from the electronic display system software. Laketran shall be the owner of all software data. The Proposer shall provide for hosting of the content management software as described within technical specifications for the software. Hosting services, monthly service fees, maintenance, and licensing for the software shall be provided for the duration of the warranty period for all electronic signage system software. Laketran shall have the option to extend the duration of software hosting beyond the system warranty period, to be negotiated with system Proposer at future periods.

## **3.3 Integration with AVL**

The Proposer shall be responsible for completing the integration of the electronic signage system with the Laketran AVL system for receiving real-time transit information, and shall serve as systems integrator for all components and interfaces (internal and external). Laketran's Proposer for AVL/CAD systems is TripSpark and the current product is Streets Infotainment module. The Proposer will be required to work with TripSpark to integrate all customer facing real-time information. Successful completion of digital signage integration shall be achieved upon the successful completion of the Acceptance Testing period, as defined in the following section.

## **3.4 Acceptance Testing**

All materials furnished and all work performed under this specification shall be inspected and tested by Laketran staff. Should any inspections or tests indicate that specific hardware, software,

or documentation does not meet the specification requirement; the appropriate items shall be replaced, repaired, upgraded, or added by the Proposer as appropriate to correct the noted deficiencies, at no cost to Laketran. The Proposer will be required to submit a test plan and procedures for each of the following types of tests.

The following information should be included in each Acceptance Test Plan:

- Test schedule;
- Identification of all tests to be performed, the purpose of each test and the identification of the functional requirement(s) being tested;
- Identification of hardware and software to be tested;
- Description of test procedures;
- Description of measures of effectiveness or pass/fail criteria;
- Description of the methods and equipment used to record the test and test results;
- Description of the corrective actions and re-testing procedures; and
- Identification of special testing conditions.

All test plans and test procedures shall be submitted to Laketran for approval. Laketran reserves the right to witness any or all tests, without charge, and may include a check for compliance with all requirements set forth in this document and the resulting contract. The Proposer will provide reasonable advance notification to Laketran of all tests, but not less than five (5) business days.

Before Laketran will issue final payment, all fixed-end hardware and system software shall be fully installed and operating without problem for a minimum of five (5) business days.

### **3.5 Training**

The Proposer shall provide a comprehensive training program that enables Laketran staff to operate and maintain the system. The training plan shall assume training for Laketran IT staff and Operations personnel. Training topics shall include:

- Electronic display signage training;
- Hardware training (maintenance and troubleshooting);
- System administration training, including third-party interfaces (i.e. GTFS data feed).
- The Proposer shall provide a detailed training plan in conjunction with the overall project schedule.
- The plan will provide a description and duration course(s). All training will be conducted onsite at Laketran's facility or through a virtual meeting platform.
- Additional training shall be provided by the Proposer at no cost to Laketran under the following circumstances:
  - Major modifications to the software and/or hardware made after the initial training due to system(s) defect(s) and/or upgrade(s) within two (2) years of installations; and
  - Delays in systems deployment after initial training for which the Proposer is responsible

### **3.6 Warranty**

The winning proposer shall warrant its devices installed for Project free from defects and for workmanship, for the duration of the Agreement. At minimum, all equipment and hardware shall be rated for five (5) year minimum service life, with a preference for ten (10) year service life. If the Contractor develops new features (within six months of purchase) not included in the original Bill of Materials for Project that is deemed desirable, the Contractor shall provide an option to purchase the added functionality. If Contractor must upgrade its devices to ensure the continued and proper operation of the System as configured for Project, Contractor will assume all costs related to said hardware upgrade at no additional cost.

A complete copy of the Proposer's warranty shall be included in the Proposal. Proposer shall provide a single point of contact for all warranty administration during the warranty period. The Proposer shall provide any software updates and patches for the current version at no cost to Laketran during the warranty and support period. Future upgrades to the software system will be made available to Laketran at no additional charge during the warranty and support period.

If there is a change in the production configuration of any equipment or software being installed prior to installation completion, Laketran may require that all previously installed equipment and software be upgraded to match the updated configuration.

### **3.7 Service Level Agreement**

The proposer is expected to provide a copy of the Service Level Agreement with response times along with their proposal. The Proposer shall provide next business day support when needed in case of equipment outages. The Proposer shall respond to issues in a timely fashion. Proposer is deemed to have responded when it has replied to the Laketran's initial request. This may be in the form of an email, help desk ticket, or a telephone call to either provide a solution or request further information.

Laketran defines outages as follows:

**Fatal :** Complete degradation (>50% System Failure) — all users and critical functions affected. Item or service completely unavailable, including but not limited to:

- The central software system is unreachable by Laketran users.
- The central software system is accessible, but there is no telematics data being presented to the user.

**Severe:** Significant degradation (20% - 49% System Failure) — large percentage of users or critical functions affected, including but not limited to:

- Electronic displays not connecting to server, displays not updating properly, loss of power to hardware, software system is inaccessible for majority of users.

**Medium:** Limited degradation (10% - 19% System Failure) — limited number of users or noncritical functions affected. Business processes can continue. These may include but are not limited to the following:

- Non-functioning electronic display; and
- Non-functioning central system software.

**Minor:** Small degradation (<10% System Failure) —one user affected. Business processes can continue.

- Any software/hardware defect that does not drastically impact critical business functions.

### **3.8 Proposal Requirements**

Proposals must address all aspects of the technical specification.

1. Cut Sheets
  - a. for the electronic display – should at minimum include dimensions, weight, power requirements, networking capabilities, picture(s) of the unit, and technical specifications, training, warranty
  - b. mounting hardware – specifications
  - c. power supply – solar array, battery capacity, charging module, security features
2. Software and SaaS – provide operating requirements, server requirements, describe and/or depict graphical user interface, describe how the software and signage will integrate with TripSpark Streets Infotainment module, mobile network requirements, describe initial implementation, how are upgrades implemented
3. Monitoring and reporting – explain how the display receives and reports information back to base. What reporting features are available? What is the average uptime?
4. Acceptance Testing Plan
5. Describe available training
6. Warranty and extended warranty for display and hardware
7. The Proposer shall provide the overall technical approach and the proposed system architecture with primary subsystems and components to be deployed, their relationships to one another, and their relationship to existing Laketrans systems and infrastructure. Provide the following details:
  - a. Software overview describing what features and functions will be available to Laketrans (include sample screen shots of software).
  - b. Summary of any new development efforts needed to provide the functionality specified within the technical requirements and not part of the proposed “off the shelf” system.
  - c. Discussion of product (hardware, software and related components) functionality and efficiency (i.e. power supply, energy efficiency).
  - d. Anticipated life span.
8. Cost Proposal – be sure to describe if there are cost savings for economies of scale
  - a. Per unit cost of the display, mounting hardware, solar and/or battery power
  - b. SaaS or monthly software maintenance agreement
  - c. Service Level Agreement (SLA) annual fees for outages and repairs
  - d. One-time implementation costs
  - e. Training fees

### **3.9 Evaluation Criteria**

Each proposal will be evaluated using the following criteria:

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
Meets the minimum technical specifications	40
Software installation, integration with TripSpark products, and acceptance testing plan	40
Reasonableness of the cost proposal	10
Experiences and references of the firm	10
Total Points Awarded	100

The top proposers will be asked to provide an on-site demo of their product. Demos will be evaluated on the following criteria:

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
Meets the minimum technical specifications and customer/client experience	40
Software installation and acceptance testing plan. Proof of integration with Infotainment module.	30
Vendor partnership relationship	20
Reasonableness of the cost proposal	10
Total Points Awarded	100

#### 4.0 REQUIRED FORMS

**The following forms must be included with your Proposal:**

	# of Pages	Signature	Notary
Acknowledgement of Addenda	1		
Attachment A - Pricing Form	1		
Attachment B - Contact Information and References	1		
Attachment C - Lobbying Form	1		
Attachment D - Debarment Form	1		
Attachment E - Standard Project Assurances	1		
Attachment F - Non-Collusion Form	1		
Attachment G - Delinquent Personal Property Form	1		
Attachment H - Disadvantaged Business Enterprise (DBE)	1		
Attachment I - Bidder Registration Form	1		
Copy of Service Level Agreement			
Technology Checklist			
Warranty Information			
W-9			
Certificate of Insurance			
Proposal emailed to <a href="mailto:aaaby@laketran.com">aaaby@laketran.com</a>			

All sub-proposers are required to complete Lower Tier Participant Forms Attachments			
	# of Pages	Signature	Notary
Attachment C2 - Lobbying Form	1		
Attachment D2 - Debarment Form	1		
Attachment E2 - Standard Project Assurances	1		
Attachment F2 - Non-Collusion Form	1		
Attachment G2 - Delinquent Personal Property Form	1		
Attachment I2 - Bidder Registration Form	1		

Bids shall be good for 90 days after bid opening. Bid price is based on payment of net 30 days. The undersigned understands that terms and conditions demanded other than those in Section 2.0, or listed or referred to above will render the bid unresponsive.

Laketran reserves the right to award a unit price contract for the lowest, responsive and responsible bid/proposal that Laketran deems is in its best interests. Laketran further reserves the right to award one, more than one or no contracts as may be in its best interests.

Name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email: \_\_\_\_\_

Name of Authorized Individual: \_\_\_\_\_

Signature of Authorized Individual: \_\_\_\_\_

### ATTACHMENT A - PRICING FORM

Proposers are expected to provide a detailed cost proposal which describes all the per unit costs, software fees, maintenance fees, implementation costs, SLA annual fees. Summarize those fees here. If a cost/fee does not apply, mark as NA [do **not** leave blank]. If a monthly or annual fee does not apply, fill in the row marked as “Other.”

*Laketrans is a tax exempt organization.*

Cost of Digital Display	Per Unit Cost	\$
Cost of Mounting Hardware to support one Display	Per Unit Cost	\$
Cost of Solar Power System to power one Display	Per Unit Cost	\$
Cost of Battery System to power one Display	Per Unit Cost	\$
Software as a Service	Monthly fee per Display	\$
	Other: _____	
Software Maintenance Agreement	Monthly fee per Display	\$
	Other: _____	\$
Service Level Agreement	Annual fee	\$
	Other: _____	\$
One-time Set-up Fees or Implementation Fee	One Time	\$
Training Costs	One Time	\$

RFP 2508 DIGITAL BUS STOP SIGNAGE Checklist	YES	NO	DESCRIPTION (as needed)
Display			
Fully configurable visible area, including the presentation of multiple departures of multiple routes;			
Integration with TripSpark Streets			
Display Dimensions			
Display Weight			
Minimum useful life of the display			
Push buttons for audible ADA call outs			
Backlit			
Viewing angle			
Full color			
Designed to receive and transmit data via mobile network			
LCD screen			
Hardware			
Stainless steel mounting hardware			
Power Supply			
Solar Power Panel 100 watt			
Battery Power			
Hard-wire to electrical grid			

RFP 2508 DIGITAL BUS STOP SIGNAGE Checklist		YES	NO	DESCRIPTION (as needed)
Power supply can work for for 3 years without replacement				
<b>Software Capabilities</b>				
Web-based user interface				
User interface supports different levels of authorization				
User interface ccan address individual display, groups of displays, or all displays				
User interface enable configuration of displays via central server				
Monitoring and error logging				
Reporting is available				
Custom branding options				
Content management allows playlists				
Content management allows scheduled content				
Auto-heal from network outage				
<b>Monitoring System</b>				
Health status reports				
Error Logging				
<b>Training</b>				
Hardware maintenance and troubleshooting				
System administration				

RFP 2508 DIGITAL BUS STOP SIGNAGE Checklist	YES	NO	DESCRIPTION (as needed)
Electronic display			
Warranty			
5 year equipment warranty			
Extended warranty can be purchased seperatley			
Service Level Agreement			
Is 24/7 support available?			

### **ACKNOWLEDGEMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda to the document:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer.

The undersigned understands that any conditions stated above, clarifications made to above or information submitted on or with this form other than that requested, will render bid unresponsive.

---

(Name of Individual, Partnership or Corporation)

---

(Address)

---

(Authorized Signature)

---

(Title)

**ATTACHMENT A  
PRICING AND QUANTITIES**

The undersigned further represents that the price as stated herein includes all risk of delay, from all causes whatsoever, all labor, material and transportation or other work, tools, equipment and expenses of whatever nature necessary or incidental to the performance, completion or maintenance of the work specified in a reasonable and workmanlike manner.

INDEX TO BE USED FOR FUTURE ORDERS \_\_\_\_\_

For Laketrans to possibly utilize the options in this contract, a price MUST be entered in each space. The FTA requires that all prices be reviewed at the time of original contract award. Percentages based on PPI or any other incremental increase will be accepted, bidders must provide a number which can be evaluated. This price may be re-evaluated at the time of option award and it may be changed with justification and approval from Laketrans.

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
(Print Name and Sign)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Acknowledgement: \_\_\_\_\_  
(Print Name and Sign)

**ATTACHMENT B  
CONTACT INFORMATION FORM**

Laketrans requires a primary point of contact and a back-up. Please list them below.

**Primary Contact:**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Back-up Contact:**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**REFERENCES:**

(only include references for work completed in the last 3 years)

**Reference #1**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Work Completed:** \_\_\_\_\_

**Years of Service:** \_\_\_\_\_

**Reference #2**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Work Completed:** \_\_\_\_\_

**Years of Service:** \_\_\_\_\_

**Reference #3**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Work Completed:** \_\_\_\_\_

**Years of Service:** \_\_\_\_\_

**ATTACHMENT C**  
**CERTIFICATION OF PRIMARY PARTICIPANTS**  
**REGARDING RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_ (Name and Title of authorized official), hereby certify on behalf of \_\_\_\_\_ (Company Name) that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

By \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

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

The Primary Participant (applicant for a potential contractor for a major third party contract), \_\_\_\_\_  
\_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
4. Are not included in the U. S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs.

If the primary participant (applicant for a potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

**THE PRIMARY PARTICIPANT (APPLICANT FOR A POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), \_\_\_\_\_ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C., SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.**

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

**ATTACHMENT E**  
**CERTIFICATION OF PRIMARY PARTICIPANT**  
**REGARDING STANDARD PROJECT ASSURANCES**

The Primary Participant (applicant for a potential contractor for a major third party contract), \_\_\_\_\_  
\_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

1. The Primary Participant hereby agrees that Laketran has the right to reject any and all bids, to waive informality in any bid, to negotiate directly with only qualified respondents, to award one, more than one, or no contracts. Bidder further agrees it shall not dispute the correctness of the quantities used in computing the lowest and best bid.
2. If the Primary Participant is not the parent company, insert below the name and main office address of the parent company. (A parent company is one that owns at least a majority, fifty-one percent of the voting rights and/or assets in that company.) By execution of this section, the parent company acknowledges the Proposer is authorized to submit this Proposal on parent company's behalf.

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
E-mail \_\_\_\_\_  
Website \_\_\_\_\_

3. Primary Participant hereby assures and certifies that it will comply with the Federal statutes, regulations, executive orders and requirements which relate to the applications made to and grants received from the Federal Transit Administration. Proposer acknowledges such statutes, regulations, Executive orders and administrative requirements include - but are not limited to - the following:

The Primary Participant certifies that it is not on the Controller General's list of ineligible contractors.

Primary Participant further acknowledges the provisions of Section 1001 of Title 18, U.S.C., apply to any assurance or submissions under this section.

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

***Notary Executes Here:***

Taken, subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_.

My commission expires \_\_\_\_\_.

**ATTACHMENT F**  
**CERTIFICATION OF PRIMARY PARTICIPANT**  
**REGARDING NON-COLLUSION**

This affidavit is to be filled out and executed by the Primary Participant; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should always appear on the line marked "Name of Affidavit." The affidavit's capacity, when a partner or officer of a corporation, should be inserted on lines marked "Capacity." The affidavit should sign individual name at end not partnership or corporation name, and swear to said affidavit before a notary public, who must attach their seal.

State of \_\_\_\_\_,  
County of \_\_\_\_\_,

I, \_\_\_\_\_ being first duly sworn, do hereby state that  
(Name of Affidavit)

I am \_\_\_\_\_ of \_\_\_\_\_  
(Capacity) (Name of Firm, Partnership, Corporation)

Whose business is \_\_\_\_\_

And who resides at \_\_\_\_\_

And that \_\_\_\_\_  
(Give names of all persons, firms, or corporation interested in the bid)

is/are the only person(s) with me/us in the profits of the herein contained contract; that the contract is made without any connection or interest in the profits thereof with any persons making any bid or bid for said work; that the said contract is on my/our part, in all respects fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

***Notary Executes Here:***

Taken, subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_.

My commission expires \_\_\_\_\_.

**ATTACHMENT G**  
**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING**  
**DELINQUENT PERSONAL PROPERTY STATEMENT**

\_\_\_\_\_ (Primary Participant), hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted by \_\_\_\_\_ (company) **was / was not (please circle one)** charged with delinquent personal property taxes on the General Tax List of Personal Property for Lake County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Lake County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below. A copy of this statement shall be transmitted to the Lake County Treasurer within thirty (30) days of the date it is submitted. If a contract is entered into, a copy of this statement shall also be incorporated into the contract between Laketran and the Primary Participant and no payment shall be made with respect to any contract unless such statement has been so incorporated as a part thereof.

\$ \_\_\_\_\_ Delinquent Personal Property Tax \*

\$ \_\_\_\_\_ Penalties \*

\$ \_\_\_\_\_ Interest \*

\$ \_\_\_\_\_ Total \*

\* Mark "N/A" if not applicable

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

***Notary Executes Here:***

Taken, subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_.

My commission expires \_\_\_\_\_.

## **ATTACHMENT H - DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM INFORMATION FOR BIDDERS**

The only eligible source of Disadvantage Business Enterprise firms is the ODOT Unified Certification Program DBE directory:

<https://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/DBE-Directory.aspx>

### **DBE Program Purpose:**

The DBE program is a federal program operating under the guidance of the United States Department of Transportation (U.S. DOT). Authorization for the program comes from 49 Code of Federal Regulations Part 26 (49 CFR 26).

The overall goal of the DBE program is to ensure that firms owned and controlled by minorities, women, and other socially and economically disadvantaged persons have the opportunity to grow and become self-sufficient in order to create a level playing field on which they can compete fairly for contracts and subcontracts in the transportation industry.

Laketrans recognizes certifications only from the Ohio Department of Transportation Unified Certification Program (UCP).

**Laketrans has set a \_\_\_\_\_ % DBE participation goal for this contract.**

If a DBE goal has been established for this contract, all proposers/bidders must submit the following with their proposals/bids:

Enclosure 1 – Schedule of Subcontractors

Enclosure 2 – Declaration of Proposed DBE Utilization

Enclosure 3 – Affidavit of DBE Intent to Perform as a Subcontractor/Supplier/Consultant

Enclosure 4 – DBE Subcontractor/Consultant Good Faith Effort Log

### **LEGAL NOTICE:**

Use of false, fraudulent or deceitful statements, representations or information by a prime contractor or subcontractor in furtherance of satisfying Laketrans's DBE Program requirements or objectives may subject the prime contractor, the subcontractor, or both to legal action pursuant to 49 CFR Part 26, including but not limited to 49 CFR 26.107, in addition to any other legal remedies available to Laketrans under the contract or pursuant to applicable law.

### **Laketrans Contact Person:**

If you are in need of assistance, or have questions regarding Laketrans's DBE Program, please contact: Laketrans DBE Liaison Officer at 555 Lakeshore Blvd., Painesville Twp., OH 44077 or [aaaby@laketrans.com](mailto:aaaby@laketrans.com).

### **COMMONLY USED TERMS:**

**Disadvantaged Business Enterprise (DBE)** - A Disadvantaged Business Enterprise or DBE is defined as a for-profit small business concern that:

**ATTACHMENT I**  
**LAKETRAN BIDDER REGISTRATION FORM**

Per 49 CFR Part 26.11, Laketrans is required to collect the following information on contractors and sub-contractors who seek to work on Federally-assisted Contracts

**Legal Name of Business** \_\_\_\_\_

**Contact Person's Name (first, last)** \_\_\_\_\_

**Age of your business (in years)** \_\_\_\_\_

**Type of Business (choose all that apply)**

- |   |  |
|---|--|
| <input type="checkbox"/> Advertising  | <input type="checkbox"/> Financial, Banking, & Auditing        |
| <input type="checkbox"/> Architecture/Engineering                             | <input type="checkbox"/> Fuel                                  |
| <input type="checkbox"/> Auction Services                                     | <input type="checkbox"/> Fuel Systems and Technology           |
| <input type="checkbox"/> Automobile Sales or Distributor                      | <input type="checkbox"/> Functional Capacity Assessment        |
| <input type="checkbox"/> Automobiles & Trucks (non-bus)                       | <input type="checkbox"/> Graphic Design                        |
| <input type="checkbox"/> Bicycle  | <input type="checkbox"/> Human Resources & Related Services    |
| <input type="checkbox"/> Bus and Vehicle Parts                                | <input type="checkbox"/> HVAC                                  |
| <input type="checkbox"/> Bus and Automobile Maintenance Products and Services | <input type="checkbox"/> IT/Computer/Technology                |
| <input type="checkbox"/> Bus Exterior Products/Services                       | <input type="checkbox"/> Lawn & Landscaping                    |
| <input type="checkbox"/> Bus Interior Products/Services                       | <input type="checkbox"/> Marketing                             |
| <input type="checkbox"/> Bus Manufacturer                                     | <input type="checkbox"/> Office Products & Copiers             |
| <input type="checkbox"/> Bus Sales or Distributor                             | <input type="checkbox"/> Printing Services                     |
| <input type="checkbox"/> Bus Technology                                       | <input type="checkbox"/> Roofing                               |
| <input type="checkbox"/> Cement/Concrete                                      | <input type="checkbox"/> Security Systems & Services           |
| <input type="checkbox"/> Cleaning or Janitorial                               | <input type="checkbox"/> Signage                               |
| <input type="checkbox"/> Construction Contractor                              | <input type="checkbox"/> Snowplowing & Snow Removal            |
| <input type="checkbox"/> Construction Trades                                  | <input type="checkbox"/> Software & SaaS                       |
| <input type="checkbox"/> Consulting Services                                  | <input type="checkbox"/> Telecommunications                    |
| <input type="checkbox"/> Drug & Alcohol Testing & Other Medical Services      | <input type="checkbox"/> Temporary Employment Agency           |
| <input type="checkbox"/> Equipment  | <input type="checkbox"/> Transit Peer                          |
| <input type="checkbox"/> Estimating Services                                  | <input type="checkbox"/> Uniforms & Shoes                      |
| <input type="checkbox"/> Fare Collection and Fare Technology                  | <input type="checkbox"/> Utilities - electric, plumbing, sewer |
| <input type="checkbox"/> Other - describe using key words _____               |  |

**The following are required by 49 CFR Part 26**

Business Street Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_ Zip Code \_\_\_\_

Email Address \_\_\_\_\_

**NAICS code(s) applicable to work performed:** \_\_\_\_\_

**Race/ethnicity of firm's majority owner (choose one)**

- |                                       |  |
|---------------------------------------|--|
| <input type="radio"/> Caucasian/White | <input type="radio"/> African American/Black       |
| <input type="radio"/> Hispanic        | <input type="radio"/> Asian-Pacific American       |
| <input type="radio"/> Native American | <input type="radio"/> Sub-continent Asian American |

**Gender of firm's majority owner (choose one)**

- ☐ Male ☐ Female

**Gross Annual Receipts – choose the category that best applies to your business.**

- |   |  |
|---|--|
| <input type="radio"/> Less than \$1 million     | <input type="radio"/> \$1 million - \$3 million  |
| <input type="radio"/> \$3 million - \$6 million | <input type="radio"/> \$6 million - \$10 million |
| <input type="radio"/> \$10 million or more      |  |

**Is your business registered as a DBE?**

☐ YES

☐ NO

**The following forms are to be completed only by any sub-contractors performing work on this project.**

**ATTACHMENT C-2**  
**CERTIFICATION OF LOWER-TIER PARTICIPANTS**  
**REGARDING RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_ (Name and Title of Authorized Official), hereby certify on behalf of \_\_\_\_\_ (Name of Subcontractor) that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

**ATTACHMENT D-2**  
**CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING**  
**DEBARMENT, SUSPENSION, AND OTHER**  
**RESPONSIBILITY MATTERS**

The Lower Tier Participant (potential subcontractor under a major third party contract) \_\_\_\_\_, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
5. Are not included in the U. S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs.

If the Lower Tier Participant (potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

**THE LOWER-TIER PARTICIPANT (POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT), \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C., SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.**

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

**ATTACHMENT E-2**  
**CERTIFICATION OF LOWER-TIER PARTICIPANT**  
**REGARDING STANDARD PROJECT ASSURANCES**

The Lower Tier Participant (applicant for a potential subcontractor for a major third party contract), \_\_\_\_\_  
\_\_\_\_\_certifies to the best of its knowledge and belief, that it and its  
principals:

1. The Lower Tier Participant hereby agrees that Laketran has the right to reject any and all bids, to waive informality in any bid, to negotiate directly with only qualified respondents, to award one, more than one, or no contracts. Bidder further agrees it shall not dispute the correctness of the quantities used in computing the lowest and best bid.
2. If the Lower Tier Participant is not the parent company, insert below the name and main office address of the parent company. (A parent company is one that owns at least a majority, fifty-one percent of the voting rights and/or assets in that company.) By execution of this section, the parent company acknowledges the Proposer is authorized to submit this Proposal on parent company's behalf.

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
E-mail \_\_\_\_\_  
Website \_\_\_\_\_

3. Lower Tier Participant hereby assures and certifies that it will comply with the Federal statutes, regulations, executive orders and requirements which relate to the applications made to and grants received from the Federal Transit Administration. Proposer acknowledges such statutes, regulations, Executive orders and administrative requirements include - but are not limited to - the following:

The Lower Tier Participant certifies that it is not on the Controller General's list of ineligible contractors. The Lower Tier Participant further acknowledges the provisions of Section 1001 of Title 18, U.S.C., apply to any assurance or submissions under this section.

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

***Notary Executes Here:***

Taken, subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_.

My commission expires \_\_\_\_\_.

**ATTACHMENT F-2**  
**CERTIFICATION OF LOWER-TIER PARTICIPANT**  
**REGARDING NON-COLLUSION**

This affidavit is to be filled out and executed by the Lower Tier Participant; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should always appear on the line marked "Name of Affidavit." The affidavit's capacity, when a partner or officer of a corporation, should be inserted on lines marked "Capacity." The affidavit should sign individual name at end not partnership or corporation name, and swear to said affidavit before a notary public, who must attach their seal.

State of \_\_\_\_\_,  
County of \_\_\_\_\_,

I, \_\_\_\_\_ being first duly sworn, do hereby state that  
(Name of Affidavit)

I am \_\_\_\_\_ of \_\_\_\_\_  
(Capacity) (Name of Firm, Partnership, Corporation)

whose business is \_\_\_\_\_

and who resides at \_\_\_\_\_

and that \_\_\_\_\_  
(Give names of all persons, firms, or corporation interested in the bid)

is/are the only person(s) with me/us in the profits of the herein contained contract; that the contract is made without any connection or interest in the profits thereof with any persons making any bid or bid for said work; that the said contract is on my/our part, in all respects fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

***Notary Executes Here:***

Taken, subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_.

My commission expires \_\_\_\_\_.

**ATTACHMENT G-2**  
**CERTIFICATION OF LOWER-TIER PARTICIPANT REGARDING**  
**DELINQUENT PERSONAL PROPERTY STATEMENT**

\_\_\_\_\_ (Lower-Tier Participant), hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted by \_\_\_\_\_ (company) **was / was not (please circle one)** charged with delinquent personal property taxes on the General Tax List of Personal Property for Lake County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Lake County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below. A copy of this statement shall be transmitted to the Lake County Treasurer within thirty (30) days of the date it is submitted. If a contract is entered into, a copy of this statement shall also be incorporated into the contract between Laketrان and the Lower-Tier Participant and no payment shall be made with respect to any contract unless such statement has been so incorporated as a part thereof.

\$ \_\_\_\_\_ Delinquent Personal Property Tax \*

\$ \_\_\_\_\_ Penalties \*

\$ \_\_\_\_\_ Interest \*

\$ \_\_\_\_\_ Total \*

\* Mark "N/A" if not applicable

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

***Notary Executes Here:***

Taken, subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_.

My commission expires \_\_\_\_\_.

**ATTACHMENT I-2**  
**LAKETRAN BIDDER REGISTRATION FORM**

Per 49 CFR Part 26.11, Laketrans is required to collect the following information on contractors and sub-contractors who seek to work on Federally-assisted Contracts

**Legal Name of Business** \_\_\_\_\_

**Contact Person's Name (first, last)** \_\_\_\_\_

**Age of your business (in years)** \_\_\_\_\_

**Type of Business (choose all that apply)**

- |   |  |
|---|--|
| <input type="checkbox"/> Advertising  | <input type="checkbox"/> Financial, Banking, & Auditing        |
| <input type="checkbox"/> Architecture/Engineering                             | <input type="checkbox"/> Fuel                                  |
| <input type="checkbox"/> Auction Services                                     | <input type="checkbox"/> Fuel Systems and Technology           |
| <input type="checkbox"/> Automobile Sales or Distributor                      | <input type="checkbox"/> Functional Capacity Assessment        |
| <input type="checkbox"/> Automobiles & Trucks (non-bus)                       | <input type="checkbox"/> Graphic Design                        |
| <input type="checkbox"/> Bicycle  | <input type="checkbox"/> Human Resources & Related Services    |
| <input type="checkbox"/> Bus and Vehicle Parts                                | <input type="checkbox"/> HVAC                                  |
| <input type="checkbox"/> Bus and Automobile Maintenance Products and Services | <input type="checkbox"/> IT/Computer/Technology                |
| <input type="checkbox"/> Bus Exterior Products/Services                       | <input type="checkbox"/> Lawn & Landscaping                    |
| <input type="checkbox"/> Bus Interior Products/Services                       | <input type="checkbox"/> Marketing                             |
| <input type="checkbox"/> Bus Manufacturer                                     | <input type="checkbox"/> Office Products & Copiers             |
| <input type="checkbox"/> Bus Sales or Distributor                             | <input type="checkbox"/> Printing Services                     |
| <input type="checkbox"/> Bus Technology                                       | <input type="checkbox"/> Roofing                               |
| <input type="checkbox"/> Cement/Concrete                                      | <input type="checkbox"/> Security Systems & Services           |
| <input type="checkbox"/> Cleaning or Janitorial                               | <input type="checkbox"/> Signage                               |
| <input type="checkbox"/> Construction Contractor                              | <input type="checkbox"/> Snowplowing & Snow Removal            |
| <input type="checkbox"/> Construction Trades                                  | <input type="checkbox"/> Software & SaaS                       |
| <input type="checkbox"/> Consulting Services                                  | <input type="checkbox"/> Telecommunications                    |
| <input type="checkbox"/> Drug & Alcohol Testing & Other Medical Services      | <input type="checkbox"/> Temporary Employment Agency           |
| <input type="checkbox"/> Equipment  | <input type="checkbox"/> Transit Peer                          |
| <input type="checkbox"/> Estimating Services                                  | <input type="checkbox"/> Uniforms & Shoes                      |
| <input type="checkbox"/> Fare Collection and Fare Technology                  | <input type="checkbox"/> Utilities - electric, plumbing, sewer |
| <input type="checkbox"/> Other - describe using key words _____               |  |

**The following are required by 49 CFR Part 26**

Business Street Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_ Zip Code \_\_\_\_

Email Address \_\_\_\_\_

**NAICS code(s) applicable to work performed:** \_\_\_\_\_

**Race/ethnicity of firm's majority owner (choose one)**

- |                                       |  |
|---------------------------------------|--|
| <input type="radio"/> Caucasian/White | <input type="radio"/> African American/Black       |
| <input type="radio"/> Hispanic        | <input type="radio"/> Asian-Pacific American       |
| <input type="radio"/> Native American | <input type="radio"/> Sub-continent Asian American |

**Gender of firm's majority owner (choose one)**

- ☐ Male ☐ Female

**Gross Annual Receipts – choose the category that best applies to your business.**

- |   |  |
|---|--|
| <input type="radio"/> Less than \$1 million     | <input type="radio"/> \$1 million - \$3 million  |
| <input type="radio"/> \$3 million - \$6 million | <input type="radio"/> \$6 million - \$10 million |
| <input type="radio"/> \$10 million or more      |  |

**Is your business registered as a DBE?**

☐ YES

☐ NO