The regional transit authority for Lake County

Address: 555 Lakeshore Boulevard • Painesville, Ohio 44077
Phone: (440) 350-1000

REQUEST FOR PROPOSALS #2605-01

for

PHONE AND TELECOMMUNICATIONS SYSTEM REPLACEMENT

THIS IS **STEP ONE** OF A TWO-STEP COMPETITIVE BIDDING PROCESS.

TECHNICAL PROPOSALS DUE BY: 12:00 PM on September 23, 2026

Pre-Proposal Conference: September 8, 2026 at 3:00 PM Held at 555 Lakeshore Blvd., Painesville Twp., OH 44077 or via Microsoft Teams.

Date Issued: August 26, 2026

Contact:
Renée Ramsey
Procurement & Grants Specialist
440-350-1010
Laketran_procurement@laketran.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 that provides county-wide demand response paratransit service Monday through Friday. Geauga County is a rural county of roughly 90,000 residents. Geauga Transit is operated by Laketran.

1.1 Purpose

Laketran seeks proposals from qualified firms to design, configure, and deploy a unified, comprehensive Voice over Internet Protocol (VoIP) phone system to support the operations of Laketran and Geauga Transit, which include a call center and dispatch center at Laketran and a multi-functional dispatch center that receives customer calls at Geauga Transit. The proposed solution must be a state-of-the-art, hybrid unified system and homogeneous ecosystem that provides a seamless and uniform technology platform across all locations and components without relying on disjointed or mismatched third-party systems.

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.

This solicitation is requesting technical proposals utilizing a two-step competitive bidding process, beginning with this Request for Proposals (RFP). Laketran will initially evaluate firms based on the technical proposals as detailed in Section 3 of this document, taking into consideration the evaluation factors set forth herein. Technical proposals must not contain any pricing information. Laketran will then invite short-listed firms selected from this phase to proceed to the second step of the procurement process and submit competitive pricing.

The terms "proposal", "Invitation for Bid", "IFB", "proposal", "Request for Proposals", "RFP", "bidder", "proposer", "contractor" and the like are used interchangeably throughout this IFB/RFP. Similarly, the terms "Laketran", "buyer", "purchaser" and "Authority" are used interchangeably. All terms, including "his" and "his/her", are used in a gender-neutral manner.

1.2 Due Date and Location

Email technical proposals to Laketran_procurement@laketran.com no later than: 12:00 PM on September 23, 2026. Hard copies of the proposal are also required. Submit requested hard copies to the address below.

- 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.
- For electronic proposals: the maximum document size is 30 MB.

Hardcopies shall be in a sealed envelope. The exterior shall be explicitly labeled as follows:

RFP #2605-01 Phone System Replacement
Due Date: 9/23/2026

1.3 Schedule

The following schedule will be followed for this procurement:

August 26, 2026	Issuance of RFP
September 8, 2026 at 3:00 PM*	Pre-Proposal Conference at Laketran HQ ***or*** **Link to join the [Microsoft Teams meeting.]()** Meeting ID: 267 771 150 941 297 Passcode: rm3bf7HF
September 16, 2026 by 4:00 PM	Final Day to submit Written Questions
September 23, 2026 by 12:00 PM	Technical Proposals Due
October 12-16, 2026	Technical Discussions
October 21, 2026	Step 2 Issued to Short-Listed Firms
November 4, 2026 by 12:00 PM	Pricing Proposals Due
November 9-13, 2026	Interviews with Short-Listed Firms
December 14, 2026	Laketran Board of Trustees approves contract award

**The Pre-Proposal Conference is not mandatory; however, we highly recommend attending in-person. This will allow Proposers to directly observe the operational areas where the system will be utilized.*

Laketran reserves the right to change any and all dates at its discretion. Impacted due dates will be communicated to all vendors and posted to the Doing Business page on Laketran.com.

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 1.23 below).

1.5 Number of Copies and Delivery

Proposers must submit five (5) spiral bound printed copies to Laketran's offices and one (1) digital copy emailed to Laketran_procurement@laketran.com.

Only one (1) complete proposal should be electronically submitted. The maximum document upload size is 30 MB.

The Agency will not be responsible for untimely submissions due to personal or company internet or hardware limitations, settings or restrictions, internet speed, power outage, network connection, or use of a malfunctioning electronic device, or the like.

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 subcontractors to the prime contractor shall be included under the prime contractor's polices or shall finish separate certificates and endorsements for each subcontractor. All coverages for subcontractors 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 RFP are the minimum specifications needed to meet Laketran's needs.

1.10 Disadvantaged Business Enterprise (DBE)

Should you have any questions regarding the DBE Program please contact Andrea Aaby, Director of Compliance & Development at Laketran_procurement@laketran.com.

1.11 Buy America Build America Certification

Not Required.

1.12 Presentations

Laketran 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 Laketran_procurement@laketran.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.
- Bidders/proposers whose product or service exceeds the minimum specifications herein need not submit an RFCAE. Such bidders/proposers may be required to prove they exceed these minimum specifications before being awarded a contract.

1.15 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.

1.16 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.

1.17 Withdrawal of Proposal

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

1.18 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.

1.19 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.

1.20 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.

1.21 Tie-Breaking

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

1.22 Right to Perform Pre-Award Survey

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

1.23 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 Contractor/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.

1.24 Vehicle Trade-ins

Not required.

1.25 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 its review cannot be guaranteed.

By submitting a proposal, the Proposer represents that at least twenty percent (50%) of the work of its proposal will be performed by its employees and will not be subcontracted.

The RFP may provide for submission of a price or prices for one or more items, which may be lump sum proposals, alternate prices, unit prices or a combination thereof or other proposal arrangements. Where the Form of Proposal explicitly requires that the proposer proposes on all items, failure to do so will disqualify the proposal.

1.26 Authorized Negotiators

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

1.27 Award of Contract

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

The Notice of Award will state that certain documents must be submitted by the successful bidder within ten (10) business days after receipt of said Notice of Award (unless otherwise directed by Laketran). These documents may include:

- The Agreement between Laketran and Contractor.
- Insurance, as specified in the contract documents.

Laketran reserves the right to award one, more than one or no contracts as Laketran deems to be in its best interests.

1.28 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 firm fixed price contract.

1.29 Cost of Preparation

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

1.30 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.

1.31 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.

The only acceptable evidence to establish the date of mailing by registered or certified mail is a U.S. or Canadian postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both must show a legible date or it shall be deemed to have been mailed late.

The only acceptable evidence to establish the time of receipt at the Buyer's facility is the time/date stamp of such facility on the proposal wrapper or other documentary evidence of receipt maintained by the facility.

The only acceptable evidence to establish the date of mailing by an overnight express service is the date entered by the receiving clerk on the label.

1.32 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.

1.33 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.

1.34 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 . 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 Contractor
2.2 Contractor's Obligation
2.3 Buyer's Obligation
2.4 Contract Period
2.5 Performance Bond
2.6 Notice to Proceed
2.7 Contract Modification
2.8 Subcontracts
2.9 Civil Rights Laws and Regulations
2.10 Disadvantaged Business Enterprises (DBEs)
2.11 Bus Testing
2.12 Delivery
2.13 Payment
2.14 Liquidated Damages
2.15 Tax Exemption
2.16 Economic Price Adjustment
2.17 Inspection
2.18 Audit and Inspection of Records
2.19 Right to Adjust Cost
2.20 Failure to Meet Specifications
2.21 Warranties
2.22 Indemnification
2.23 Hold Harmless
2.24 Disputes
2.25 Notification of Proceedings
2.26 Termination
2.27 Assignment
2.28 Covenant Against Contingent Fees
2.29 Patent Rights & Rights in Data
2.30 Release of Information
2.31 Ownership of Documents
2.32 Access to Third Party Contract Records
2.33 Workers' Compensation and Employer's Liability Insurance
2.34 Contract Work Hours and Safety Standards Act
2.35 Davis Bacon & Copeland Anti-Kickback
2.36 Conflict of Interest
2.37 Fraud, Waste, Abuse or Other Legal Matters
2.38 Program Fraud and False or Fraudulent Statements and Related Acts
2.39 No Federal Government Obligations to Third Parties
2.40 Privacy
2.41 Procurement
2.42 Special Requirements for Transit Operations Contracts
2.43 Seismic Safety
2.44 Cargo Preference
2.45 Fly America
2.46 Clean Air Act & Federal Water Pollution Control Act
2.47 Energy Conservation
2.48 Debarment and Suspension
2.49 Compliance with Laws and Regulations
2.50 Applicable Law and Jurisdiction
2.51 Integrated Agreement
2.52 Laketran's Understanding
2.53 Incorporation of FTA Terms
2.54 Non-Smoking Policy
2.55 Funding Agencies
2.56 Prohibition on Certain Telecommunications & Video Surveillance Services or Equipment
2.57 Solid Wastes
2.58 Safe Operation of Motor Vehicle
2.59 Trafficking in Persons
2.60 Restrictions on Lobbying
2.61 Veteran's Hiring Preference
2.62 ITS Projects
2.63 Tax Liability and Felony Convictions
2.64 Severability
2.65 Changes to Federal Requirements
2.66 Americans with Disabilities Act (ADA)
2.67 Bond Requirements
2.68 Domestic Preferences for Procurements
2.69 Buy America Requirements
2.70 Simplified Acquisition Threshold

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.

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.

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, “Charter Service,” 49 C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or 3. Any other appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

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.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of $150,000:

<u>Clean Air Act</u>

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

<u>Federal Water Pollution Control Act</u>

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA."

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), 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, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits 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. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). 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. Federal Law and Public Policy Requirements. 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.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

<u>Compliance with the Contract Work Hours and Safety Standards Act.</u>

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

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).

DOMESTIC PREFERENCES FOR PROCUREMENTS

a. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

b. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR 184.

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).

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, Agencys, 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:

<u>Statement of Unavailability of U.S.-Flag Air Carriers</u>
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.

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1.U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2.Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

3.Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

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.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding $100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding $100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding $100,000 at any tier under a Federal loan exceeding $150,000; or,

(4) A contract or subcontract exceeding $100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

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 Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:
1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of $150,000. 49 U.S.C. § 5323(j)(13).

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.

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

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 contact 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.

VIOLATION AND BREACH OF CONTRACT

Disputes:
Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance during Dispute:
Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:
Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:
Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:
Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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

(c) Use forced labor in the performance of the Recipient’s Award or subagreements thereunder.

3.0 Scope of Work

This RFP invites firms to submit technical proposals for the services described in Section 3 of this solicitation. The issuance of this RFP is the ***first step*** *of this two-step Procurement Process.* ***Technical proposals shall not contain any prices, cost structures, or pricing information.*** *Only those firms whose technical proposals have been short-listed will be invited to submit competitive pricing in the second step of this Procurement Process.*

Laketran and Geauga Transit provide an important lifeline to our communities. The phone system is a critical operational cornerstone; any failure or delay leads to missed passenger pickups, stranded riders, and disrupted schedules.

Continuous and reliable operation of the Customer Service Call Center is a material requirement of this project. Therefore, it is imperative that downtime of the phone and telecommunications system is minimized and/or restricted to hours that the call center is not open.

Laketran seeks a qualified firm to design, configure, and deploy an enterprise-grade, hybrid unified phone system designed to support 155 users across multiple operational environments, specifically anchoring a dedicated dispatch hub alongside a specialized customer service call center. At Geauga Transit the infrastructure must uniquely accommodate a fully combined dispatch and customer care center, where cross-functional operators manage real-time transit coordination while simultaneously interacting directly with the public.

We require a transformational system that will integrate dispatch and customer service, enabling immediate, fluid internal communication so agents answering passenger inquiries can instantly coordinate with dispatchers to resolve scheduling delays, vehicle updates, and emergency routing.

The new system must seamlessly integrate communication across both agencies while preserving their separate, existing phone numbers and public identities. The selected vendor shall design and deploy a communication solution tailored to our specific operational requirements, providing all necessary handsets, software licensing, and related hardware for seamless multi-site integration. To ensure quality assurance and training capabilities, the entire system must include integrated call recording and live monitoring tools accessible by administrators at both organizations.

Throughout the specifications, where Laketran is mentioned also includes Geauga Transit unless otherwise specified.

3.1 Current Environment & Existing Systems

This infrastructure was inherited from a previous implementation and is bound by our current vendor's limitations. This project is not a basic tech replacement, but an operational transformation. **Do not** limit the scope of your proposal based upon the current environment.

Current Vendor & Support

- **System Vendor:** Mitel Connect (On-Premises)
- **Software Version:** Build 22.24.1500 Enterprise Edition
- **Support Partner:** Business Communications Specialists (Wadsworth, Ohio)

Infrastructure & Deployment

- **Deployment Type:** On-premises VoIP system
- **Host Hardware:** HPE server hardware
- **Virtualization Platform:** VMware ESXi
- **Legacy Systems:** Geauga Transit facility security alarm system utilizing an existing, hardwired legacy network

Extensions & Numbering

- **SIP/PSTN Trunks:** 50 active trunks
- **Active Extensions:** 152 total extensions
- **External Numbers:** 110 Direct Inward Dial (DID) numbers
- **Internal Extensions:** 5-digit dialing range (61000 through 62000)
- **Toll-Free Numbers:** None

Capacity & Call Routing

- **Concurrent Calls:** 50 external call paths (internal limited only by system capacity)
- **IVR Solution:** Hosted by Business Communication Specialists

Contact Center Scope & Logic

- **Laketran Agents:** 21 Customer Service Representatives (CSRs)
- **Laketran Supervisors:** 6 supervisors
- **Laketran Queues:** 5 active call queues
- **Laketran Routing:** Longest idle agent
- **Geauga Transit Agents:** 4 agents
- **Geauga Transit Supervisors:** 0 supervisors
- **Geauga Transit Queues:** 1 active call queue
- **Geauga Transit Routing:** Round-robin distribution

Hardware & Endpoint Inventory

- **Laketran Desk Phones:** 74 total VoIP units (Models: IP480, IP485G, IP655, IP6930W, IP6940W)
- **Geauga Transit Desk Phones:** 9 total VoIP units (Model: IP485G)
- **Laketran Headsets:** 24 Jabra GN wireless headsets
- **Geauga Transit Headsets:** 6 Jabra wired headsets with Mitel interface adapters
- **Conference Phones:** None
- **Softphones & Mobile:** VPN access enabled for work-from-home staff

- **Analog Endpoints:** 24 analog lines plus 2 VoIP-to-analog gateways (supporting analog phones and fax machines)

Core Features & Integrations

- **Daily Critical Features:** Voicemail, conference calling, Enterprise Call Center (ECC), IVR, and Dialed Number Identification Service (DNIS)
- **Software Integrations:** Mitel ECC and Microsoft Outlook (for voicemail integration)

3.1.1 Operating Hours

Laketran's call center is open:

- Monday through Friday: 5 a.m.– 9 p.m.
- Saturday: 6 a.m.– 9 p.m.
- Sunday: 7 a.m.– 7 p.m.

Geauga Transit's call center is open:

- Monday through Friday 6 a.m. – 9 p.m.

3.1.2 Call Center Historical Performance

The data below reflects actual performance from January 1, 2025 to December 31, 2025. Vendors must consider these metrics to size concurrent call capacities, SIP trunking, and licensing requirements.

Metric	2025 Data	Operational Context & Notes
Annual Inbound Call Volume	96,260 calls	Total volume offered to the system
Average Daily Call Volume	264 calls	Standard daily baseline capacity
Annual Outbound Call Volume	37,509 calls	Outbound dialing by CSRs
Peak Call Volume Hour	1:00 PM	Busiest standard hour of the day
Average Speed of Answer (ASA)	0:00:07	Average time to answer across all received calls
Average Queue Wait Time	0:03:18	Average wait for calls that remained in queue
Maximum Queue Wait Time	1:46:00	Peak wait time recorded
Abandonment Rate	3.46%	Percentage of callers that hung up before connecting
Average Handle Time (AHT)	0:06:21	Total interaction time per call
Average Talk Time	0:05:48	Active conversation time between agent and caller
Average After-Call Work (ACW)	0:00:33	Combined wrap-up and hold time

/ Hold		
Service Level Objective	Not Tracked	Target recommendation: 80% of calls answered in 20 seconds
Call Transfer Rate	Not Tracked	System must support blind and warm transfers

3.2 SYSTEM REQUIREMENTS

Laketran desires a telecommunications system that provides a cutting edge and enhanced customer experience. The goal of this project is not to merely replace the existing phone system with a like system, but to enhance the overall customer experience to provide multiple channels of communication, reduce barriers, improve the overall call taking and scheduling experience.

Laketran has minimum performance requirements, but how those requirements are achieved are up to the vendor to propose. Vendors are encouraged to exceed the minimum requirements.

3.2.1 General Requirements

- Deliver an innovative system designed to fundamentally improve the customer experience by optimizing communication channels and streamlining interaction points.
- Scalability - Platform architecture must accommodate future growth without requiring a core system replacement.
- High availability infrastructure designed to eliminate single points of failure and minimize system downtime.
- The proposed system must support hot-desking/hoteling capabilities, allowing hybrid and shift-based employees to provision any shared desk phone with their unique extension, profile settings, and voicemail access via a simplified sign-in mechanism.
- System must link both agencies onto a single internal dialing network using a standardized 5-digit extension plan, enabling seamless extension to extension calling and internal transfers between Laketran and Geauga Transit staff.
- For all outbound and inbound external calling, the system must preserve and utilize each agency's separate, existing phone numbers to maintain distinct public identities.
- To ensure seamless deployment and immediate risk mitigation, Laketran expects the vendor to maintain an on-site deployment presence at both facilities for no less than 50% of the active implementation process.

3.2.2 User Telephony & Unified Communications

- The solution must feature visual voicemail functionality, allowing users to view, play, organize, and read automated transcriptions of voice messages directly from their softphone client, email, or mobile app.
- Fully integrated fax server utilizing store and forward protocols to integrate directly with corporate email environments for digital fax delivery and retrieval.
- Compatibility with mobile devices and remote access for dispatch centers.

3.2.3 Customer Service Call Center

- The solution must provide robust supervisory training features, including call monitoring, whispering (coaching the agent without the caller hearing), and call barging (joining the active call) for team-based training environments and quality evaluation.

- Call Attached Data (CAD) for customizable Agent scripts, wrap up/exit codes, and data persistence.
- The routing engine should allow administrators or designated supervisors to manually or programmatically assign specific inbound or queue-based calls directly to a targeted agent extension.
- The system must feature a dedicated, automated interactive self-service workflow that allows callers to process account cancellations or opt-outs without mandatory agent intervention.
- Multimedia queuing capabilities that route and sequence voice calls, webchat, callback requests, and inbound/outbound SMS/MMS messages chronologically.
- Customizable music-on-hold, position in queue, and expected wait time announcements.
- The software should support flexible agent state management, allowing agent login and logout sequences to be executed manually by a supervisor or triggered automatically by the system based on pre-defined schedules or inactivity rules.
- Last Agent routing option will send repeat callers to the same Agent that handled their previous call.
- The platform should support flexible agent profiling, allowing individual customer service representatives to maintain simultaneous active memberships across multiple contact center groups, queues, or skill tiers.
- The system must offer Computer Telephony Integration (CTI) capabilities that support automated "screen pops," pushing customer record data to the CSR's workstation instantly upon call arrival.
- The platform should offer a cross-application click-to-dial utility or browser extension, enabling contact center agents to instantly initiate outbound phone calls directly from any active workstation screen or third-party application interface.
- The system should support shared, multi-user contact center group voicemail boxes. This feature should include customizable time-of-day outgoing greetings, automated email notifications with audio attachments, and multi-tier escalation rules for unaddressed messages.

3.2.4 Real-Time Supervision & Dashboards

- The supervisor dashboard application will display real-time pop-up alerts automatically when active agent conversations trigger pre-configured negative sentiment or escalation parameters.
- The solution should provide supervisors with a consolidated, single-window dashboard interface. This dashboard should display real-time call monitoring and concurrent performance statistics for multiple contact center groups.
- The platform must provide customer service representatives and managers with a real-time analytics dashboard displaying live queue status, concurrent call volumes, and active agent availability metrics.
- Wallboard for real-time, web-based contact center group analysis.

3.2.5 Infrastructure

- Enhanced security features, including end-to-end voice/data encryption and integrated threat detection/prevention.
- Ensure compatibility with existing IT network infrastructure and routing configurations.
- System must utilize multi-trunking connectivity with dynamic failover between all physical locations to ensure seamless inter-site routing and network redundancy.
- The system must support full-time and on-demand voice recording, with software capable of capturing, encrypting, and storing all inbound and outbound calls from Laketran's call center and both dispatch centers.
- The recording database must support a minimum retention period of 12 months with automated archive controls.
- The platform must include robust inbound call filtering and routing rules to screen, flag, or block spam and telemarketers, before they reach the queue.
- The infrastructure must retain backwards compatibility with existing legacy hardware, supporting the integration and full functionality of traditional analog endpoints via Analog Telephone Adapters (ATAs) or voice gateway.

3.2.6 Reporting

- The software must include native, integrated historical reporting tools capable of tracking and auditing key performance indicators (KPIs), call volumes, drop rates, call center performance, and user productivity without requiring third-party plugins.
- Granular cross-group activity history within a unified Contact Center Call Log.
- The system must include fully searchable inbound and outbound call logs.
- For call center operations, user-facing logs must provide a unified view for reviewing CAD records, recordings, transcripts, faxes, and voicemails within a single screen layout.

3.3 SCOPE OF SERVICES

- Design, configure, and deploy an enterprise grade Hybrid Unified Communications platform optimized for both high-volume call centers and public transit dispatch operations in accordance with the technical specifications outlined in this RFP.
- Ensure full system compliance with all federal, state, and local telephone regulations including but not limited to: E911, NG911, Kari's Law (direct 911 dialing without an access prefix from any administrative or dispatch station), the Ray Baum's Act (automated transmission of precise dispatchable location data for multi-line telephone systems), and other laws and regulations as applicable.
- Provide a complete itemized Bill of Materials (BOM) detailing all physical handsets, integrated headsets, licenses, and auxiliary hardware or software components required to deliver a fully functional, turn-key solution.
- Deploy and test the new network in parallel with the legacy environment to verify platform stability before the final cutover. The contractor must coordinate a staged migration strategy utilizing SIP trunking to the existing Mitel system to maintain connectivity during the transition period.
- Vendor must provide structured, hands-on training sessions for system administrators, dispatch staff, and call center agents prior to launch. Deliver comprehensive training to our IT staff for system management and administration.

- Provide continuous, post-implementation technical support and system maintenance services under a formalized Service Level Agreement (SLA).
- The post-installation maintenance framework must feature domestically located, 24/7/365 technical support engineering teams with contractually guaranteed response and resolution timelines for critical system outages affecting operations.

3.4 SYSTEM AVAILABILITY AND SERVICE LEVEL REQUIREMENTS

- **Criticality:** The Telephone System is mission-critical to Laketran operations; continuous availability is a material contract requirement.
- **Interruption Liability:** The Contractor must minimize operational disruptions and promptly restore services following any Contractor-caused interruption.
- **Liquidated Damages:** The parties agree that system downtime causes hard-to-quantify damages (downtime, public dissatisfaction). Liquidated damages represent a reasonable pre-estimate of harm, not a penalty.

3.4.1 Core Definitions

- **Telephone System:** All hardware, software, cloud networks, routing applications, and interfaces provided by the Contractor.
- **Critical Outage:** Any system failure or degradation that materially impairs call center operations (receiving, making, routing, transferring, or recording calls) during Operating Hours.
- **Unauthorized Outage:** Any outage occurring outside an Approved Maintenance Window, without written consent, or due to Contractor/subcontractor omission.
- **Service Failure:** Any contractor non-compliance with milestones, availability metrics, or restoration timelines.
- **Approved Maintenance Window:** Laketran-authorized blocks for scheduled maintenance, testing, or system cutovers.
- **Substantial vs. Final Completion:** *Substantial* means the system is fully operational for daily business (excluding minor punch-list items). *Final* means all testing, documentation, training, and deficiency fixes are formally accepted in writing.

3.4.2 General Service-Level Requirements

The Contractor must maintain the platform for continuous reliability and strictly execute the following:

- **Monitoring & Staffing:** Maintain 24/7 system monitoring, escalation protocols, and qualified staff to handle critical outages during all operating hours.
- **Disaster Recovery:** Maintain automated failover, system redundancy, and a documented business continuity plan.
- **Notification & Remediation:** Provide immediate alerts to Laketran for any actual or anticipated Critical Outage and fast-track remediation.
- **Subcontractor Accountability:** The Contractor assumes full, absolute liability for the performance, acts, and omissions of all sub-vendors and manufacturers.

3.4.3 Approved Maintenance Policies

- **Prior Authorization:** No intentional system interruptions are permitted outside of explicit, pre-approved Laketran maintenance windows.

- **Window Submissions:** Maintenance requests must document the schedule, affected workflows, rollback plans, escalation paths, and pre-production testing steps.
- **Operational Readiness:** All maintenance and testing must conclude with full system verification *prior* to the start of Call Center Operating Hours. The end of a maintenance window is the operational deadline, not the start of rollback procedures.

3.4.4 Overdue Maintenance Windows (Late Restoration)

- **Service Failure Trigger:** If the system is not fully operational by the start of Call Center Operating Hours following approved maintenance, a Service Failure is triggered.
- **Accrual Window:** Damages accumulate from the scheduled start of operating hours until Laketran verifies full restoration.
- **Liquidated Damages Rate:** $250 per hour (or fraction thereof), subject to a $1,000 minimum per incident.

3.4.5 Unauthorized Outages

- **Liability & Remediation:** Any Unauthorized Outage is a material breach. Contractor must initiate immediate corrective action and provide continuous status updates.
- **Liquidated Damages Rate:** $2,500 flat fee per incident, plus $250 per hour (or fraction thereof) until Laketran verifies full restoration.
- **Absolute Accountability:** Penalties apply regardless of whether the outage was caused by the Contractor, sub-vendors, or third-party cloud/software providers. Assessment of damages does not waive the Contractor's obligation to resolve the underlying bug.

3.4.6 Substantial Completion Milestone (Deadline: December 31, 2027)

- **Liquidated Damages Rate:** $1,000 per calendar day starting January 1, 2028, until Substantial Completion is achieved.
- **Exemptions:** Delays caused solely by Laketran omissions or approved Force Majeure events.
- **Extension Requests:** Contractor must submit written notice within five (5) business days of a delaying event. Late notifications waive the right to a schedule extension.

3.4.7 Strict Force Majeure Criteria

- **Exclusions from Relief:** Increased performance difficulty, inflation, labor costs, or standard commercial carrier outages do not constitute Force Majeure events.
- **Validation Standards:** To qualify for schedule extensions or penalty relief, the Contractor must conclusively prove that the event was entirely beyond its control, unavoidable, mitigated through reasonable effort, and immediately reported to Laketran with a recovery plan.

3.4.8 Final Acceptance Criteria

- **Post-Milestone Obligation:** Substantial Completion does not equal Final Acceptance. The Contractor must still resolve all punch-list items, deliver training/documentation, and fix software bugs.
- **No Implied Waivers:** System usage, milestone payments, or Laketran's temporary failure to notice a system defect do not constitute Final Acceptance or waive Laketran's

legal claims. Final Acceptance requires explicit written sign-off.

3.4.9 Testing, Verification, and Pre-Acceptance

- **Comprehensive Testing:** Contractor must prove the platform meets all functional, performance, security, and reliability benchmarks before declaring readiness.
- **Laketran Oversight:** Laketran reserves the right to observe and actively participate in all validation testing.
- **Deficiency Remediation:** The Contractor must fix all software or infrastructure defects at zero additional cost to Laketran, followed by mandatory re-testing. Internal Contractor testing alone cannot be used to declare the system operational.

3.4.10 Incident Management & Escalation Slates

For any Critical Outage or looming service threat, the Contractor must adhere to this strict operational timeline:

- 15 Minutes: Maximum window to formally acknowledge the outage.
- Immediate: Initiate active technical remediation.
- 30 Minutes: Provide Laketran with an initial impact assessment.
- 30-Minute Intervals: Minimum frequency for continuous status updates until resolution.
- 1 Hour: Mandatory escalation to senior Contractor management if unresolved.
- 5 Business Days: Submit a comprehensive written Root-Cause Analysis (RCA) post-restoration.

3.4.11 Complete Subcontractor Liability

- **Absolute Accountability:** The Contractor retains total, undivided responsibility for all tasks handled by third-party suppliers, software developers, manufacturers, or consultants.
- **No Excuse for Failure:** Downstream vendor outages, software bugs, or supply chain delays do not excuse the Contractor from meeting specified service levels, delivery deadlines, or system restoration timelines.

3.4.12 Unified Schedule of Liquidated Damages

The following baseline penalties apply automatically to system failures unless explicitly modified in the final executed Agreement:

Service Failure Event	Assessment Rate & Minimums
Late Restoration Post-Maintenance	$250 per hour (or fraction thereof); $1,000 minimum per incident.
Unauthorized Outage / System Downtime	$1,000 flat fee per incident, plus $250 per hour until fully restored.
Missed Substantial Completion Deadline	$1,000 per calendar day starting January 1, 2028.
Missed Corrective-Action Plan (CAP) Deadline	$500 per calendar day past the assigned remediation date.
Other Critical Service-Level Failures	As specifically detailed in the applicable SLA schedules.

Laketran reserves the right to waive any and all fees for damages at its discretion.

3.5 VENDOR REQUIREMENTS

The vendor must carry active, corporate-level professional partner certifications from the major communications platform provider being proposed. These certifications must validate the vendor's authorization to design, deploy, support, and maintain business communications solutions across both on-premises and cloud architectures throughout all product lifecycle phases. Services included within the base scope of work consist of, but are not limited to:

- Providing certified, on-site technical support when requested or required by Laketran.
- Warranty tracking, and hardware lifecycle management for all equipment placed under configuration management.
- Registering as the authorized support provider with the manufacturer's primary technical support and software maintenance portals for all deployed systems.
- Assistance in evaluating, tracking, and reporting end-of-life (EOL) and end-of-support (EOS) dates for all software versions and hardware components pertaining to the proposed Unified Communications platform.
- The Vendor assumes total responsibility for provisioning, configuring, and testing the CTI middleware, Webhooks, or APIs necessary to bridge the proposed phone system with Laketran's specific line-of-business applications. The Vendor must coordinate directly with these third-party software providers to ensure fully operational workstation screen-pops. The proposed technical architecture and software deployment must represent a completely integrated, functional solution encompassing all required platform capabilities, developer components, and interface licenses. No post-award technical change orders for telephony-side integration delivery will be approved.

The Vendor must assign a dedicated project team to Laketran. The specific personnel deployed to this project must possess verifiable industry-standard certifications and documented technical expertise in the following disciplines:

- Expert, Professional, and Associate level engineering certifications in unified communications, enterprise routing, and network switching issued directly by the proposed platform manufacturer.
- Enterprise data center architecture and virtualization engineering.
- Enterprise wireless networking infrastructure and security protocols.
- Any additional specialized designations relevant to data security, perimeter defense, and multi-channel collaboration related directly to the proposed architecture.
- Assign a dedicated, qualified Project Manager (PM) to serve as the single point of contact who will oversee the project schedule, coordinate technical resources, and issue weekly status reports for the entire duration of the implementation.

The use of any subcontractors must be explicitly identified within the vendor's proposal. This disclosure must include the specific scope of work the subcontractor will perform, alongside a complete resume of their relevant technical certifications and past project experience matching the proposed scope.

3.6 IMPLEMENTATION

The Vendor is responsible for delivering comprehensive end-to-end project management services. These services must incorporate industry best practices for deploying a hosted unified communications platform of this scope, directly addressing the operational expectations of both Geauga Transit and Laketran. The Statement of Work must include rigorous project controls, risk containment strategies, and formalized change-management processes to ensure an uninterrupted transition.

Proposals shall include a detailed project delivery methodology that addresses the following requirements:

- **Project Planning Process, Methodology, and Scheduling**
    - Detail all core project phases, critical dependencies, milestone timelines, and the defined critical path.
    - Provide a Draft Master Project Schedule (MPS) mapping out every step from contract award, site discovery, and provisioning through parallel testing, cutover, and final sign-off.
    - Identify all required vendor and agency project stakeholders, define steering committee roles, and outline the proposed communication matrix and meeting cadences.
- **Project Risk Management and Mitigation**
    - Outline the strategy for identifying, tracking, scoring, and mitigating active deployment risks.
    - Define contingency plans and rollback plans for potential network disruptions, data migration failures, SIP trunk routing issues, or unexpected schedule delays.
    - Explain the technical integration methodology detailing how the legacy network and the new hosted platform will communicate and co-exist during the parallel deployment and staged migration phases.
    - Specify the network layer, security protocols, and integration standards to be used during deployment.
    - Detail how the vendor will establish, maintain, and audit configuration and compliance baselines.
- **Testing and User Acceptance Procedures**
    - Propose a structured User Acceptance Testing (UAT) framework designed to verify multi-site call flows, IVR logic, audio quality, and integrations. *(Note: Final acceptance criteria and pass/fail parameters remain at the sole discretion of Laketran.)*
    - Detail the parallel testing protocols to validate platform stability, system load capacity, and failover mechanisms prior to initiating the legacy system decommission.
- **Training Delivery Plan**
    - Provide a structured training plan tailored for system administrators, dispatch staff, and call center agents.

- Outline the delivery methods (e.g., live virtual, hands-on, or e-learning modules) and detail the documentation and reference aids to be provided.

- **Documentation Deliverables**
  - Deliver comprehensive, finalized "as-built" system architecture diagrams, network topology maps, and interactive call routing logic charts upon project completion. Diagrams must be provided in both PDF and editable source formats.
  - Provide complete, unredacted administrative system guidelines, security configuration records, and end-user quick reference documentation.

3.7 SERVICE-LEVEL AGREEMENT

Proposers must detail their ability to meet or exceed the following performance, monitoring, and operational thresholds. The proposer shall **include with the proposal as an attachment,** a draft Service Level Agreement that incorporates the following parameters. *Laketran reserves the right to negotiate the final metrics, penalty structures, and escalation paths prior to contract award.*

The proposed SLA must explicitly address and define the following parameters and performance thresholds:

- Latency and Jitter - Maximum allowable round-trip network latency and jitter thresholds for voice packet transmission to prevent echo, clipping, or audio degradation.
- Packet delivery - Minimum guaranteed packet delivery rates and establish the maximum allowable packet loss percentage.
- Mean Opinion Score - Minimum guaranteed MOS or equivalent voice clarity index to be maintained across all active calls.
- Response vs. Resolution - Establish separate, contractually binding timelines for both Initial Response Time (human engineer actively working the issue) and Target Resolution Time (system fully restored to operational baseline) mapped to each severity tier.
- Alarm response - Automated and manual response times for system-generated alerts and monitoring notifications for threshold exceptions.
- Severity Definitions - Clear, objective, and quantifiable criteria distinguishing critical, business-impacting outages (Priority 1 / Major Alarms) from non-critical technical glitches, single-user issues, or routine inquiries (Priority 2-4 / Minor Alarms).
- Monitoring for Carrier Local Loop - Vendor's methodology for monitoring connectivity from the network edge to the carrier's network.
- Monitoring for On-premises Hardware - Continuous remote monitoring protocols for all local gateways, physical handsets, or peripheral hardware deployed on-site.
- On-Site Field Support - Detail the availability, deployment timelines, and service levels for field technicians dispatched to provide physical on-site installation, hardware troubleshooting, and hands-on maintenance.
- Domestic Technical Support – Guarantee that 24/7/365 Tier-2 and Tier-3 technical support engineering teams are domestically located to handle escalations, core troubleshooting, and live platform maintenance.
- Data Security and Privacy Protection – Contractual guarantees regarding end-to-end data encryption protocols for voice and data (at rest and in transit), access controls, vulnerability management scanning, and immediate data breach notification timelines.

- Frequency of Software Upgrades - Scheduled intervals for major system upgrades, platform migrations, and feature releases.
- Policy for Software Patches - Protocols for deploying routine security patches, emergency hotfixes, and maintenance updates, including mandatory advance notification timelines and a requirement that all non-emergency updates occur outside of core public transit operating hours.

3.8 INVOICING

Progress payments may be made, but Laketran will only pay for work once it is performed or upon delivery and acceptance of equipment.

3.9 CONTRACTOR MANAGEMENT

Management of this contract includes the following:

- All employees assigned by the Contractor to the performance of work under this contract shall be physically able to do their assigned work.
- All contractors working onsite at Laketran or any of its facilities will be issued a Laketran Contractor badge.
    - Before working on the property, each individual employee of the contractor must submit name, contractor name, and picture to Laketran's Facility Manager.
    - Badge must be worn at all times while working on site.
    - Badges cannot be shared among employees. Each employee must be issued their own badge and wear their own badge.
    - Badges must be returned when an individual leaves employment or at the end of the service contract.
        - For missing, un-returned badges or improperly offboarded personnel, consequences may include, but are not limited to, withholding payment until badge(s) are returned or financial penalty up to $100 per missing badge.
- The Contractor shall require employees to be dressed in proper work attire when reporting for duty.
    - Employees shall be required to dress neatly, without vulgar or otherwise offensive apparel, commensurate with the location and types of tasks being performed.
    - Contractor is responsible for employee PPE and ensuring it is used properly.
- All Laketran's properties are tobacco free. The use of tobacco (and vape) is not permitted in/on any Laketran properties.
- The Contractor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets or using the telephone or office equipment provided for official use.

3.10 REQUIREMENTS OF THE TECHNICAL PROPOSAL

The technical proposal must not exceed 25 pages (not including mandatory forms, draft SLA or other legal documents, and cover page). The printed copies must be single-spaced with one-inch margins, use a 12-point font in either Times New Roman or Arial, and include sequential page numbers. Visual elements such as images, screenshots, and Visio diagrams are acceptable to include, but will count toward the total page limit.

- Executive Summary and/or cover letter – 1 page
- Technical solution description that addresses system requirements, proposed hardware, software, and implementation plan
- Identification of staff assigned to the project, their titles, responsibilities, experience, and any relevant certifications
    - Any changes in staff that occur in the duration of the project must be identified to Laketran
    - Identify the main point of contact for the project. This is not the sales person during the solicitation. This is the Technical Liaison who will work with Laketran during implementation.
- Warranty and support details – identify warranties and available extended warranties.
- Service Level Agreement details
- Answers to questions in Attachments #1 and #2
- References and experience from similar sized projects

Do not submit any pricing with the technical proposal.

3.11 Evaluation Criteria

The results of the evaluations will be carried forward through the second-step of the process and included in the final evaluation and selection.

3.11.1 Proposal Evaluations

Each proposal will be evaluated using the following criteria:

Evaluation Criteria	Maximum Points
Proposed Software Solution - technical proposal is detailed and complete as to clearly demonstrate the firm's proposed solution to achieving the scope of work including capabilities of the proposed technology, compliance with the required scope of work, ease of use	40
Implementation and Management - indicate the firm's implementation and management of the proposed solution including, team composition, availability of key staff, proposed implementation plan, proposed support plan and service level agreements (SLAs)	25
Experience and Qualifications of the firm – additional consideration will be given to firms with experience working with public agencies and transit agencies	15
References and Past Performance - additional consideration will be given to staff who have experience working with public agencies and transit agencies.	15

Quality of Proposal Content - project and scope understanding, clear, concise, relevant, and thorough	5
Total Points Awarded	**100**

3.11.2 Discussions and Acceptability

The Laketran evaluation team may request additional information regarding any submitted technical proposal or request clarification on specific architectural or operational details. This communication is permitted under Two-Step procurement procedures. Such discussions may occur via email, telephone, video conference (e.g., corporate collaboration platforms), or in-person meetings.

- Offerors should submit technical proposals that are complete and acceptable without requiring additional explanation, documentation, or outside information.
- Laketran reserves the right to make a final determination regarding a proposal's technical acceptability solely on the basis of the proposal as originally submitted.
- Laketran may proceed directly with the second step of the procurement process without requesting further information from any offeror.
- Laketran reserves the right to request additional information exclusively from offerors whose proposals are determined to be reasonably susceptible of being made acceptable. The evaluation team may engage in targeted discussions with these specific offerors to clarify technical deployment strategies, multi-agency configuration controls, or staff availability.

3.11.3 Guidelines for the Second Step

Upon conclusion of evaluations and selection of the short-listed firms, Laketran will issue a request for a competitive pricing proposal. Submitted pricing will be evaluated alongside the technical proposal to determine which submissions and firms are satisfactory.

- Each bid in the second step must be based on the bidder's own technical proposal. Only one technical proposal may be submitted by each offeror.
- In the second step, only bids based upon technical proposals determined to be acceptable, either initially or as a result of discussions, will be considered for award.
- Interviews will be conducted with short-listed firms during the second step of the procurement process to further evaluate qualifications, technical approaches, and proposed solutions.

4.0 Required Forms

The following forms must be included with your Proposal:

	# of Pages	Signature	Notary
Acknowledgement of Addenda	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 I - Bidder Registration Form	1		
Proposed Subcontractors	1+		
Attachment N – Fair Labor Standards Act	1		
Attachment 1 - Vendor Operational & SLA Questionnaire			
Attachment 2 - IVR, Call Recording, & Monitoring Technical Questionnaire			
W-9	1		
Certificate of Insurance			
Proposal – 5 printed copies and 1 digital copy emailed to Laketran_procurement@laketran.com			

All sub-contractors 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		

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 B
CONTACT INFORMATION FORM

Laketran requires a primary point of contract and a back-up. Please list them below.

Primary Contact:
Name: ________________________________
Phone: _______________________________

Back-up Contact:
Name: ________________________________
Phone: _______________________________

REFERNCES:
(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

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 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 _____________.

SCHEDULE OF SUBCONTRACTORS

Required for all projects using subcontractors

(attach additional pages as necessary)

Prime Contractor / Consultant Company Name					
Laketran Project Name ______________________			Due Date: ______________		
Firm Name / Address / City/State/Zip	DBE? (Y)es or (N)o	Federal Tax ID No.	Business Size Avg. Annual Gross Receipts for Past 3 years	Description of Work to Be Performed	Amount of Subcontract
Name Address City, State, Zip			☐ < $1mill ☐ $1mill - $5mill ☐ >$5mill		
Name Address City, State, Zip			☐ < $1mill ☐ $1mill - $5mill ☐ >$5mill		
Name Address City, State, Zip			☐ < $1mill ☐ $1mill - $5mill ☐ >$5mill		
Name Address City, State, Zip			☐ < $1mill ☐ $1mill - $5mill ☐ >$5mill		
Name Address City, State, Zip			☐ < $1mill ☐ $1mill - $5mill ☐ >$5mill		

Prime Contractor / Consultant Company Name					
Laketran Project Name ______________________			Due Date: ______________		
Firm Name / Address / City/State/Zip	DBE? (Y)es or (N)o	Federal Tax ID No.	Business Size Avg. Annual Gross Receipts for Past 3 years	Description of Work to Be Performed	Amount of Subcontract
Name Address City, State, Zip			☐ < $1mill ☐ $1mill - $5mill ☐ >$5mill		
Name Address City, State, Zip			☐ < $1mill ☐ $1mill - $5mill ☐ >$5mill		
Name Address City, State, Zip			☐ < $1mill ☐ $1mill - $5mill ☐ >$5mill		
Name Address City, State, Zip			☐ < $1mill ☐ $1mill - $5mill ☐ >$5mill		

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of Laketran General Conditions and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the bid or proposal.

______________________ Date

______________________ Signature of Authorized Representative

______________ Title

ATTACHMENT I
LAKETRAN BIDDER REGISTRATION FORM

Per 49 CFR Part 26.11, Laketran 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)

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

o Caucasian/White
o Hispanic
o Native American
o African American/Black
o Asian-Pacific American
o 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.

o Less than $1 million
o $3 million - $6 million
o $10 million or more
o $1 million - $3 million
o $6 million - $10 million

Is your business registered as a DBE? □ YES □ NO

BIDDER'S INSURANCE AGENT'S AFFIDAVIT

PROJECT: ____

OWNER: Laketran

____

I, ______________________, ______________________, first being duly (Insurance Agent's Name) (Title)

sworn do state the following:

(a) that I have reviewed the insurance requirements in the bid documents and have noted therein the requirements on insurance including any policy modifications, cancellation and non-renewal provisions, and any additional policies or endorsements needed;

(b) that I am familiar with the insurance at

(Bidder's Company Name)

has in force, and that its insurance meets the contract insurance requirements or that it can be amended or endorsed to meet the contract insurance requirements (with standard industry exclusions) until the current policy expiration or until cancelled with notice per the specifications or additional policies and/or endorsements can be provided to the Contractor;

(c) that all additional policies and/or endorsements required in the specifications are available;

(d) that if an award of contract is made to the Bidder an insurance certificate(s) [most current version ACORD 25] and/or binder(s) which fully complies with all insurance requirements in the contract will be issued within three (3) business days of notification from the contractor and the contractor approving any additional policies or endorsements needed to fully comply with the insurance requirements in the contract;

(e) that I have advised my client of the cost of all additional policies, amendments, and/or endorsements so that he can include same in their bid;

(f) that the cancellation clause in the policy meets the specifications or that it can be amended by an endorsement;

(g) that this document neither affirmatively or negatively amends, extends or alters the terms of or coverage afforded by the policy referenced herein.

Further, Affiant sayeth naught.

______________________	______________________
(Agent's Signature)	Agency Name
______________________	______________________
(Agent's Name)	Agency Address
______________________	______________________
Date	Agency City, State and Zip Code

______________ ______________

(Phone) (Fax)

____

(E-mail)

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . ______

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ______

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ______

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) ______

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ATTACHMENT N
FAIR LABOR STANDARDS ACT
CERTIFICATION OF COMPLIANCE

This procurement is subject to the provisions of Subtitle B of 29 CFR Chapter 5, and the Fair Labor Standards Act. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

Fair Labor Standards Act Certification

I hereby certify that:

____ (Name of Bidder) has complied with the requirements of the Fair Labor Standards Act.

____
Company Name

____
Signature of Authorized Official

____
Printed Name and Title of Authorized Official

____
Date

ATTACHMENT 1: VENDOR OPERATIONAL & SLA QUESTIONNAIRE

Instructions to Bidders: Bidders must provide a direct, comprehensive narrative response to each question listed below. Responses must align with the draft Service Level Agreement (SLA) attachment submitted with your proposal and must directly address the multi-agency, cloud-hosted or hybrid environment required to support Laketran and Geauga Transit concurrently.

1. Incident Response & Severity Thresholds

a) What is the Vendor’s guaranteed technical response time and target resolution timeline for a Major Alarm (as defined in your proposed SLA)?

b) What is the Vendor’s guaranteed technical response time and target resolution timeline for a Minor Alarm?

c) What is the Vendor’s guaranteed initial response and fulfillment timeline for a Standard Service Request?

2. Maintenance & Troubleshooting Framework

a) Describe your standard preventative maintenance, remote diagnostic, and troubleshooting operations for a hosted Unified Communications platform.

b) Detail your procedure and SLA for handling emergency hardware failures (e.g., local physical gateways, session border controllers, or dispatch endpoints) deployed at Laketran or Geauga Transit facilities.

3. Proactive Alarm Notification

a) How is the Vendor’s Network Operations Center (NOC) notified of a core platform system alarm or local network anomaly?

b) Explain your capabilities regarding the continuous, proactive remote monitoring of the carrier local loop and any on-premises equipment deployed.

4. Software Lifecycle & Patch Management

a) Detail the standard process, deployment cadence, and typical duration for applying routine software patches, emergency security hotfixes, and major platform upgrades.

b) How are customers notified of upcoming maintenance windows, and what technical architectures or redundancy protocols are used to completely avoid service interruptions during transit operational hours?

c) Does your hosted architecture allow Laketran to defer or schedule major platform upgrades, or remain on a specific stable release version if required by internal IT policies? If so, what is the maximum allowable deferral window?

5. Data Security & Encryption Standards

a) What specific security frameworks, isolation protocols, and architectural measures will be taken to protect, encrypt, and isolate Laketran's data (both in transit and at rest)?

b) Detail how the voice recording database secures captured call audio, transcripts, and metadata against unauthorized access and describe your platform's role-based access control (RBAC) capabilities.

6. Deployment & Project Management Tools

a) Describe the project management, provisioning, and milestone tracking tools your team utilizes to manage large-scale multi-site deployments.

b) How will these tracking tools be used to give Laketran's project management resources real-time, transparent visibility into implementation timelines and the project critical path?

7. Implementation Timelines

a) What is the estimated timeline to fully provision, test, and deploy the initial integrated solution across both transit agencies (from contract award through parallel migration and final cutover)?

b) What is the typical turnaround time for provisioning subsequent user additions, licensing expansions, or structural routing changes post-launch?

8. Service Request Tracking

a) Detail your internal workflow for queuing, routing, and managing incoming technical customer service tickets from initial intake through final closure.

b) What web portals, mobile tools, or ticketing applications exist for Laketran IT staff to report, track, and escalate technical troubles in real-time? Provide your corporate executive escalation path matrix for unresolved critical incidents.

9. User Account Management & MACD Protocols

a) How are standard Moves, Adds, Changes, and Deletes (MACDs) for end-user accounts, softphones, and desk phones executed?

b) Describe the administrative dashboard or management portal available to authorized Laketran administrators to self-manage these user profile adjustments on demand.

c) Are there any core functional limits, specific administrative actions, or backend platform configurations that prevent Laketran administrators from executing standard MACDs directly through the portal?

d) Detail the technical criteria or complexity thresholds that determine when a MACD request can no longer be self-managed by Laketran and must instead be escalated to Vendor technical personnel for remote deployment.

10. End-to-End Infrastructure Support

a) For multi-site network environments and cloud integrations, how is engineering support and cross-platform troubleshooting coordinated between the telephony provider and the local network team?

b) Will the Vendor serve as the single point of contact to coordinate all service work across the underlying network layers?

c) Detail the testing instrumentation, traffic simulation tools, and validation methodologies your engineers possess to execute comprehensive, end-to-end testing across both independent transit environments prior to final acceptance.

ATTACHMENT 2: IVR, CALL RECORDING, & MONITORING TECHNICAL QUESTIONNAIRE

Instructions to Bidders: Bidders must provide clear, granular narrative responses to each question below. Ensure all technical capabilities described herein directly map to the multi-agency requirements set forth in Section 3, particularly regarding independent agency branding and cross-facility communication.

1. Interactive Voice Response (IVR) Systems & Telephony Architecture

- **1.1 Platform Overview:** Provide a detailed architectural overview of the proposed IVR solution. Discuss how the system dynamically supports multi-agency partitioning to preserve distinct public tracking, numbering, and branding identities for Laketran and Geauga Transit while facilitating a single internal dialing network.

- **1.2 Blended Workspace & Cradle-to-Grave Analytics:** Explain how the IVR software integrates with the core contact center system. Specifically, describe how a single user call log or supervisor tracking tool aggregates raw data to provide seamless, unfragmented "cradle-to-grave" auditing and reporting from initial IVR entry through queue holds and transfers, to final agent disconnect.

- **1.3 Administrative Scripting & On Demand Adjustments:** Detail how authorized supervisors modify IVR scripts, greeting prompts, holiday schedules, and automated routing rules via the administrative interface. Confirm that these real-time adjustments can be safely executed without vendor intervention, system downtime, or disruption to current active calls.

- **1.4 Script Validation & Testing Environment:** Describe your testing methodology for new or modified IVR routing scripts. Is an independent non-production sandboxed environment included in your base offering to validate call flows, database lookups, and audio quality prior to live deployment?

- **1.5 Native Language Localization:** Detail the specific language options included natively within your base software offering.

- **1.6 Future Language Scalability:** Outline the deployment steps for adding additional localized languages in the future.

- **1.7 Language Support Scope:** Provide an exhaustive list of all languages currently supported by your platform.

- **1.8 Automated Speech Recognition & Natural Language Processing (NLP):** Describe the standard Touch-Tone (DTMF) and basic speech recognition capabilities included out of the box. Outline your system's upgrade path, AI capabilities, and options for adding advanced, conversational Natural Language Processing (NLP) or text-to-speech engines.

- **1.9 Virtual Queuing & Multi-Channel Callback Operations:** Describe the technical mechanics of your queued callback (virtual hold) and scheduled callback workflows. How does the multimedia queue engine track, preserve, and execute a caller's chronological position in line when transitioning across voice, webchat, or callback channels?

- **1.10 Automated Customer Feedback Tools:** Does the platform include an integrated post-call Customer Survey engine? If so, detail how supervisors customize survey prompts, choose score types, and track scoring metrics within historical reporting dashboards.

2. Call Recording, Screen Capture, & Quality Monitoring

- **2.1 Ecosystem Architecture:** Describe the proposed voice recording architecture. Is this software fully native to the core cloud-hosted contact center platform, or is it an integrated third-party overlay requiring unique middleware, API bridges, or separate administration interfaces?

- **2.2 Data Compliance & Security Lifecycles:** How does the recording software secure captured voice audio, transcripts, and metadata? Detail your specific encryption protocols (at rest and in transit), regulatory compliance standards, data isolation techniques, and automated database archive controls used to enforce the required 12-month retention period.

- **2.3 Storage Topology:** Where are the live call recordings and synchronized data archives physically stored within your hosted infrastructure? Specify any cloud storage architectures or bandwidth considerations required to support continuous archiving.

- **2.4 Recording Scheduling & Compliance Rules:** Describe the administrative scheduling utility. Detail how supervisors configure the platform to shift seamlessly between full-time continuous recording, automated randomized quality sampling, and on-demand agent-initiated recording triggers.

- **2.5 Synchronized Media Review Workspace:** Detail the exact user workflow required for a supervisor to review a customer interaction. How does the unified supervisor dashboard application natively link and play back fully synchronized voice recordings alongside multi-monitor screen scrapes through a single, time-aligned review tool?

ATTACHMENT P
NO BID/PROPOSAL REPLY FORM

To assist Laketran in obtaining good competition on its solicitations, we ask that if you received an invitation or notification but do not wish to submit a response to this solicitation, please state the reason(s) below and return this form to:

Andrea Aaby, Director of Compliance & Development
aaaby@laketran.com
555 Lakeshore Blvd., Painesville Twp., OH 44077

NOTE: This information is specific to this solicitation and will not preclude receipt of future invitations unless you request removal from the Bidder's List by indicating below.

Unfortunately, we must offer a "No Submission" at this time because:

☐ 1. We do not wish to participate in the solicitation process itself.

☐ 2. We do not wish to submit under the terms and conditions of this particular solicitation document. Our objections are as follows:

____

____

____

☐ 3. We do not feel we can be competitive. (Please elaborate below)

____

____

____

☐ 4. We do not provide the particular goods/services described in the solicitation.

☐ 5. Other:____

☐ We wish to remain on Laketran's Bidder's List for these services/as a general vendor.

☐ We wish to be removed from Laketran's Bidder's List

COMPANY NAME ____
COMPANY REP SIGNATURE ____
DATE ____

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 Laketran 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
LAKETRAN BIDDER REGISTRATION FORM

Per 49 CFR Part 26.11, Laketran 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)

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

o Caucasian/White
o Hispanic
o Native American
o African American/Black
o Asian-Pacific American
o 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.

o Less than $1 million
o $3 million - $6 million
o $10 million or more
o $1 million - $3 million
o $6 million - $10 million

Is your business registered as a DBE? □ YES □ NO

ATTACHMENT N-2
FAIR LABOR STANDARDS ACT
CERTIFICATION OF COMPLIANCE

This procurement is subject to the provisions of Subtitle B of 29 CFR Chapter 5, and the Fair Labor Standards Act. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

Fair Labor Standards Act Certification

I hereby certify that:

______________________________________ (Name of Bidder) has complied with the requirements of the Fair Labor Standards Act.

____
Company Name

____
Signature of Authorized Official

____
Printed Name and Title of Authorized Official

____
Date