

REQUEST FOR BIDS

**Cloud / VoIP Phone System
#2023-03**

FOR

METRO REGIONAL TRANSIT AUTHORITY

**416 Kenmore Blvd.
Akron, Ohio 44301**

BIDS DUE:

March 16, 2023

4:00 P.M.

Request for Proposal (RFP) Cover Page

RFP Issue Date: February 9, 2023

RFP Title: Cloud / VoIP

RFP Number: 2023-03

Issuing & Using Agency:

Akron Metro Regional Transit Agency
Authority Attn: Procurement
416 Kenmore Blvd.
Akron, Ohio 44301

Proposals for Furnishing the Product(s)/Service(s) Described Herein Will Be Received Until: **March 16, 2023**

All Inquiries for Information Should Be Directed To: bids@akronmetro.org

ALL PROPOSALS WILL BE HAND DELIVERED OR SENT DIRECTLY TO: Akron Metro RTA Procurement, 416 Kenmore Blvd. Akron, Ohio 44301

The Reference Number, Date and Time of proposal submission deadline, as reflected above, must clearly appear on the face of the returned proposal package.

In Compliance with this Request for Proposals and to all Terms, Conditions, Clauses, and Requirements imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the Goods/Services described herein in accordance with the attached signed Proposal or as mutually agreed upon by subsequent negotiation.

Company Contact Information:

Company Name: _____

Company Address: _____

Authorized Company Representative (Printed): _____

Authorized Company Representative (Signature): _____

FEI/FIN Number: _____ Phone Number: _____ Email

Address: _____

Date: _____

DISADVANTAGED BUSINESS ENTERPRISE? (Yes or No) _____

METRO

METRO REGIONAL TRANSIT AUTHORITY

416 Kenmore Boulevard
(330) 762-7267

Akron, Ohio 44301-1099
(330) 762-0854 FAX

LEGAL NOTICE

Notice is hereby given that METRO Regional Transit Authority (METRO) is requesting proposals for: Cloud/ VoIP Phone System

Detailed specifications are available by visiting <https://www.akronmetro.org/metro-procurement.aspx>. Any questions should be submitted by emailing bids@akronmetro.org by March 09, 2023 . Please put RFP # 2023-03 on the subject line.

All proposals must be submitted in accordance with requirements set forth in this proposal solicitation, and must be received in the offices of METRO on or before March 16, 2023, by 4:00 PM There will be **NO** public proposal opening.

In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or handicap.

All Offerors are certifying that they are not debarred or suspended by the Federal Government by signing the proposal page.

METRO reserves the right to reject any and/or all proposals, to re-advertise for proposals and to waive any informality in any proposal and to determine the most responsive proposal by its own criteria, as described within the specification.

METRO further advises prospective Offerors that all proposals must be filed on the forms provided by the Authority and that all proposals must be clearly marked on the lower left side of the outermost envelope with the words, ATTN: RFP# 2023-03.

AKRON BEACON JOURNAL

February 9, 2023 and February 16, 2023

Dawn Distler 
Chief Executive Officer/Secretary-Treasurer

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Section 1- General Information

1.1 Overview of Akron Metro

Akron Metro Regional Transit Authority is a public transit agency that has been servicing Summit County since 1969. METRO's overall revenue-producing fleet totals 231 vehicles: 140 large buses and 91 smaller paratransit vehicles. Some passenger vehicles are equipped with a hydraulic lift to accommodate scooters or wheelchairs; others kneel by lowering the front passenger corner of the vehicle to curb level so passengers can roll aboard on a slide-out ramp. Metro's fleet is 100% accessible for mobility devices measuring a maximum of 30"x48" with a combined maximum weight of 800 pounds for passenger and chair or scooter. The average age of large buses is 7.36 years. For small buses, the average age is 3.34 years. All fixed-route buses are equipped with bike racks.

1.2 Terminology

"Bid" or "Proposal" refers to the document drafted and submitted by the Proposer(s)/Bidder(s) in response to the Request for Proposal.

"Bidder" or "Proposer" refers to the entity submitting the Bid or Proposal.

"Akron Metro Regional Transit Authority" (also referred to as "Akron Metro", "Metro", "Authority", "Contractor", "Buyer" or "Purchaser") is the government entity who is soliciting proposals and bids with the RFP and/or IFB.

"Request for Proposals" or "Information for Bids" refers to the document prepared by the Contractor/Buyer/Purchaser which outlines the scope of work of the Contractor's project and is used to solicit for bids for the project.

1.3 Proposal Submission

The proposer will submit:

- One (1) original technical proposal
- Four (4) hard copy technical proposals
- One (1) electronic PDF of proposal and price sheet in Excel format on USB storage device
- One (1) sealed hard copy pricing sheet in Excel format

Proposer will submit the Original and hard copies in a sealed envelope or box with the originals of all required certifications and attestations. Originals shall be clearly marked. Oversize pages used for drawings or similar purposes are allowed. Proposals must set forth full, accurate, and complete information as required by the RFP. Each Proposal, complete with affidavits and certifications, will be bound together with the required RFP Cover Page and all required attachments, excluding pricing. The package containing the Proposal must be clearly marked with the words "**Cloud / VoIP Phone System 2023-03**" and the time and date Proposals are due.

Akron Metro RTA shall not be responsible for unintentional premature opening of a proposal that has not been properly addressed and identified per the instructions included with this RFP. All proposals are due **NO LATER THAN March 16, 2023 at 4:00 pm**. Proposals received by Akron Metro after that date and time will not be opened or considered.

1.4 Proposal Requirements

Proposals shall be prepared in a clear, concise, and economical manner. Proposals should be bound simply; sections shall be tabbed to coincide with the sections of the RFP and the pages should be numbered in each section. Price page(s) should be submitted separately in a sealed envelope. Proposals pages shall be numbered sequentially and include a table of contents with headings that references relevant page numbers. There is no page limitation or minimum document size, but any information the Proposer submits is expected to be concise and relevant to the RFP.

Proposals that do not adhere to the required format, are difficult to read or are deemed illegible by Akron Metro and may be rejected.

Proposals shall contain the following items and follow the exact sequence outlined below:

1. RFP Cover Page, providing the following information:
 - a. Identification of the Bidder(s), including name, address, and phone number of the appropriate contact person at each firm.
 - b. Signature of a person authorized to bind the proposing firm to the terms of the Proposal.
2. Proposer Experience (including a brief narrative on capabilities as specifically related to this project)
3. Completed Attachments (Section 9)
 - a. Check off sheet
 - b. Federal Clauses
 - c. Delinquent Personal Property
 - d. Buy America
 - e. Disclosure of Lobbying Activities
 - f. Right to accept or Reject Bids
 - g. Non-Collusion Affidavit
 - h. DBE intent, requirements, and unavailability
 - i. ACH Payment form

1.5 Postponement or Cancellation of Request for Proposals

Akron Metro RTA reserves the right to cancel, amend, or re-issue this RFP at any time, or change the date and time for submitting proposals, by announcing same prior to the date and time established for Proposal submittal.

1.6 Examination of RFP and Contract Documents

Bidders are expected to examine the scope of services required, schedules, instructions, and specifications, if any. Failure to do so will be at the Bidder's risk. It is the intent of these specifications to provide services of first quality, and the workmanship must be the best obtainable in the various trades. The services, which the vendor proposes to furnish, must be high quality in all respects. No advantage will be taken by Contractor or vendor in the omission of any part or detail, which goes to make the services complete. All manner of workmanship and material used in the production of the services and not herein contained or specified shall be of the industry standard and shall conform to the best practices known in the industry. Contractor will assume responsibility for all equipment used in the proposed item, whether the same is manufactured by Contractor or purchased ready made from a source outside Contractor's company. It is the sole responsibility of Contractor to read the specifications and understand them.

The submission of a Proposal shall constitute an acknowledgment upon which Akron Metro RTA may rely that the Bidder has thoroughly examined and is familiar with the solicitation, including any work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Bidder to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the Bidder from any obligations with respect to its Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this RFP, work sites, statutes, regulations, ordinances, or resolutions.

Section – 2 Bid and Proposal Information

2.1 LEGAL ADVERTISEMENT FOR PROPOSALS

Advertisement for proposals for “**Cloud / VoIP Phone System**” by the METRO Regional Transit Authority (METRO) appeared in the Akron Beacon Journal on **February 09, 2023 and February 16, 2023, and will posted on our website on February 9, 2023.**

2.2 DURATION OF CONTRACT Three (3) years after complete Cloud-Based VoIP Phone System Acceptance years 2023-2024, 2024-2025 and 2025-2026, with Two (2) options after base with each option for one (1) year. Option year (1) 2026-2027. Option year (2) 2027-2028.

2.3 BID

Sealed bids for the above will be received at Akron Metro 416 Kenmore Blvd. Akron, Ohio 44301 until 4:00pm on March 16, 2023, and will not be publicly opened.

2.4 AMENDMENTS

No responses will be issued for requests for clarification or amendments ten (10) calendar days or less before the proposal due date.

2.5 BID BOND

(Construction Contracts >\$100,000)

FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

1. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
2. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
3. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:
 - a. 50% of the contract price if the contract price is not more than \$1 million;
 - b. 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - c. \$2.5 million if the contract price is more than \$5 million.
4. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Bid Bond Requirements (construction)

1. Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

2. Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient). It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

1. Performance bonds
 - a. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
 - b. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
2. Payment bonds
 - a. The penal amount of the payment bonds shall equal:
 1. Fifty percent of the contract price if the contract price is not more than \$1 million.
 2. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 3. Two and one half million if the contract price is more than \$5 million.
 - b. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

1. The following situations may warrant a performance bond:
 - a. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

- b. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
 - c. Substantial progress payments are made before delivery of end items starts.
 - d. Contracts are for dismantling, demolition, or removal of improvements.
2. When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:
 - a. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
 - b. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
 3. A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.
 4. When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:
 - a. The penal amount of payment bonds shall equal:
 1. Fifty percent of the contract price if the contract price is not more than \$1 million.
 2. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 3. Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision, and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished, and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate

surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

2.6 DISPOSITION OF CERTIFIED OR CASHIERS CHECK

Said certified or cashiers check to be forfeited to METRO as agreed amount of liquidated damages in case of failure to enter into a contract as above described. The check will be released or returned to the bidder in the case his bid is rejected.

In case the bid is accepted, the check will be returned after the contract has been signed. he check of the next lowest bidder will be retained until the lowest responsible bidder has signed. If he fails to do so, said check shall be further retained until the second lowest responsible bidder shall have signed; and in default thereof, the check shall be forfeited to METRO as liquidated damages.

2.7 FORM OF BID

Every bid must be made upon the blank bid form attached hereto and must contain the full name of every person, firm, or corporation interested in the bid, and the address of the person, firm, or the president and secretary of the corporation bidding; and if a corporation, the name of the State in which it is incorporated.

2.8 NAME OF BIDDER

Each bid must be clearly signed with the full name and address of each person interested in it. In case of a partnership, the firm name and address of each individual party must be given.

2.9 SIGNATURE OF BIDDER

Firm, corporate, or individual name of the bidder must be signed by the bidder in the space provided for the signature on the bid blank. In case of a corporation, the title of the officer signing must be stated and each officer must be thereunto duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of firm." In case of an individual, use the term "doing business as" or "sole owner."

2.10 BIDDER AFFIDAVITS

Bidder is required to submit with his bid an affidavit stating that neither he nor his agents, nor any other party for him has paid or agreed to pay, directly or indirectly, any persons, firm, or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to and further agreeing that no such money or reward will be hereafter paid. This affidavit must be on the form attached hereto and made part of this bid.

Each bidder, who is a foreign corporation, i.e., a corporation not chartered in Ohio, but licensed to do business in Ohio, is required to submit with his bid an affidavit duly

executed by the President or Executive Director of the corporation, stating in said affidavit that said foreign corporation had, in accordance with the provisions of the Revised Code of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio. The certificates, or certified copies of same, are obtainable from the Office of the Secretary of State, Columbus, Ohio.

2.11 SPECIFICATIONS TO BE PART OF THE CONTRACT

Specifications, statements, and the bid, which accompany the bids, which are accepted therewith, and which do not conflict with the provisions herein contained, shall be part of any contract that is entered into.

2.12 EXPLANATIONS (WRITTEN AND/OR ORAL)

Should a bidder find a discrepancy in or omissions from these specifications, or should there be any doubt as to their meaning, bidder shall at once make inquiry to the Director of Finance.

2.13 WITHDRAWAL OF BID

A submitted bid may be withdrawn prior to the deadline for submission. Once the bid is withdrawn, METRO has no response from the bidder. Any resubmission must be received by METRO no later than the bid submission deadline. If a bidder wishes to withdraw its bid after the submission deadline, but prior to award of the contract, it should contact METRO's Procurement Officer immediately.

2.14 CONSIDERATION OF BID

All bids received in conformity with these specifications shall, as soon as possible be tabulated.

2.15 REJECTION OR ACCEPTANCE OF BIDS

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

2.16 UNACCEPTABLE BIDS

No bid will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to METRO upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to said Authority or has failed to perform faithfully any previous contract with the Authority.

Section 3 Contractor Employment Requirements

3.1 WORKERS' COMPENSATION ACT

The Contractor shall comply with the State Law known as the Workers' Compensation Act and shall pay into the State insurance fund the necessary premiums required by the Act or elect and maintain status as a Qualified Self

Insured as allowed by the Act to cover all employees furnishing said services to METRO, and under the control of the Contractor, and shall relieve METRO from any costs due to accidents and other liabilities mentioned in said Act.

3.2 SOCIAL SECURITIES ACT

The Contractor shall be and remain an independent Contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, and old age retirement benefits or annuities now or hereafter imposed under any State and Federal law which are measured by the wages, salaries, or other remunerations paid to persons by the Contractor on work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and said Contractor also agrees to indemnify and save harmless the Board of Trustees from any contributions or liability therefor.

3.3 EQUAL EMPLOYMENT OPPORTUNITY

In implementing the Project/Contract, the bidder/respondent may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age or national origin. The Recipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.4 DISADVANTAGED BUSINESS ENTERPRISE

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Specifications. If the Contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, METRO may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract, but DBE participation is still a requirement.

- (a) Policy - It is the policy of the Department of Transportation and METRO that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this Contract.

It is further the policy of METRO to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of METRO procurement activities is encouraged.

- (b) DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In

that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

- (c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, METRO may declare the Contractor noncompliant and in breach of contract.
- (d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with METRO's DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of METRO and will be submitted to METRO upon request.
- (e) METRO will provide affirmative assistance as may be reasonable and necessary to assist the prime Contractor in implementing their programs for DBE participation. The assistance may include the following upon request:
 - * Identification of qualified DBEs
 - * Available listing of Minority Assistance Agencies
 - * Holding bid conferences to emphasize requirements

(a) Disadvantaged business "means a small business concern":

ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

or

iv. Whose management and daily business operations are controlled by one or more women individuals who own it.

(b) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

(c) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

- i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
- ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
- v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

3.5 DBE PARTICIPATION REQUIREMENTS

All prime or general Contractors are hereby notified that they must show that all reasonable good faith efforts were made to meet the minimum DBE participation goals on this contract.

If a bidder or proposer finds it impossible to fully meet the DBE goal of this contract, the bidder must complete Schedule D: Certification of Contractor Regarding Unavailability of a Disadvantaged (Minority) Business Enterprise (DBE) accompanied by documentation showing that all reasonable good faith efforts were made toward fulfilling the goal.

All bidders or proposers are hereby notified to be responsive that they must submit with their bids or bid, the DBE Affidavit, the Letter of Intent, and the Certificate of DBE Assurance.

For a list of qualified DBEs please visit the State of Ohio's web site at www.ohioucp.org.

Section 4 – Contract Award and Regulations

4.1 AWARD OF CONTRACT

The contract shall be awarded to the lowest and best overall bid meeting the minimum requirements as set forth in the specifications. METRO will pay no interest, finance, or carrying charges on our unpaid balance. There will be no down payment or prepayment made as part of this award.

4.1 PATENT AND DATA RIGHTS (N/A)

4.3 INELIGIBLE CONTRACTORS/DEBARMENT AND SUSPENSION

(Contracts > \$25,000)

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are not excluded, or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

<This affidavit must be on the form provided by METRO, which is enclosed with this bid package>

4.4 BUY AMERICA

(Rolling Stock, Construction, and Materials & Supplies Contracts >\$150,000)

Bidders/Contractors shall submit with the bid a completed Buy America Certificate indicating that the Bidder/Contractor will comply with the requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. Separate requirements for rolling stock are set out at 5323(j) (2) (C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 70% domestic content.

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. IIJA provides instruction to recipients of an award of Federal financial assistance from a program for infrastructure that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials¹ are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

¹Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

The Bidder/Contractor shall submit the appropriate Buy America certification with all bids on FTA-funded contracts except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification shall be rejected as non-responsive. This requirement applies to lower tier subcontractors.

Upon written request, Akron Metro may request a waiver of the above provisions. Such waiver may be granted if the Secretary determines;

1. That their application would be inconsistent with the public interest;
2. That materials for which a waiver is requested are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

3. The inclusion of a domestic item or domestic material will increase the cost of the overall project contract by more than 25 per percent.

<This affidavit must be on the form provided by METRO, which is enclosed with this bid package>

4.5 AUDIT AND INSPECTION OF RECORDS

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
3. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
4. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
5. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).
6. FTA does not require the inclusion of these requirements in subcontracts.

4.6 SUBCONTRACT APPROVAL

Any subcontract the bidder may wish to enter into must be approved by prior to the execution of the subcontract, and all the requirements of the FTA third party contracts must be included within said subcontracts to gain approval of METRO.

4.7 OWNERSHIP OF DOCUMENTS

METRO and FTA will become owners of all documents prepared by the bidder upon payment for same by METRO, except any documents which may be protected by patent, lease or other written documents which provides proof of ownership.

4.8 AMENDMENTS TO THE CONTRACT

This agreement may be amended at any time, providing any amendment by staff is approved by resolution of METRO's Board of Trustees.

4.9 CARGO PREFERENCE (WHERE APPLICABLE)

The Contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
- c. requires Contractors and subcontractors at every tier to use United States-flag air carriers, to the extent service by these carriers is available. When the contract may involve the international transportation of goods, equipment, or personnel by air, the contract must. 49 U.S.C. 40118 and 4 CFR Part 52.

4.10 Environmental, Resource Conservation, and Energy Requirements

The Contractor and all of its subcontractors shall recognize mandatory standards and policies relating to the following requirements:

Energy Requirements

The contractor agrees to comply with the Energy Policy and Conservation requirements and are applicable to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Clean Water

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000. Each contract and subcontract must contain a provision that requires the recipient to agree to comply with all

applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251– 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Clean Air

FTA-funded projects must meet the requirements of the Clean Air Act. (42 U.S.C. § 7401 et seq.)

Recovered Materials

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

4.11 SEISMIC SAFETY REQUIREMENTS

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Section 5 – Termination or Breach of contract

5.1 Termination for Convenience (General Provision)

METRO may terminate this contract, in whole or in part, at any time with 30 days' prior written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to METRO to be paid the Contractor. If the Contractor has any property in its possession belonging to METRO, the Contractor will account for the same, and dispose of it in the manner the METRO directs.

5.2 Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule. If the contract is for services, the Contractor fails to perform in the manner called for in the contract. If the Contractor fails to comply with any other provisions of the contract, METRO may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by METRO 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. METRO,

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.

5.3 Opportunity to Cure (General Provision)

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

5.4 Waiver of Remedies for any Breach

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

5.5 Termination for Convenience (Professional or Transit Service Contracts)

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

5.6 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, METRO may terminate this contract for default. METRO 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 METRO.

5.7 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, METRO may terminate this contract for default. METRO 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 METRO's goods, the Contractor shall, upon direction of METRO, protect and preserve the goods until surrendered to the METRO or its agent. The Contractor and METRO 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 METRO

5.8 Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure 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 provisions of this contract, METRO may terminate this contract for default. METRO shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, METRO may take over the work and complete 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 METRO 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 METRO in completing the work.

The Contractor's right to proceed shall not be terminated nor will the Contractor be charged with damages under this clause if:

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 METRO.

5.9 Termination for Convenience or Default (Architect and Engineering)

METRO may terminate this contract in whole or in part, for METRO's convenience or because of the failure of the Contractor to fulfill the contract obligations. METRO 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 Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of METRO, the 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, METRO may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by METRO.

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 METRO.

5.10 Termination for Convenience of Default (Cost-Type Contracts)

METRO may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of METRO 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 METRO, or property supplied to the Contractor by the

METRO. If the termination is for default, 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 METRO and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of METRO, the Contractor shall be paid its contract closeout 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, METRO determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Contractor, METRO, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Section 6 – Contract Rights

6.1 TIE-BREAKING

In the event of a tie, METRO shall award to the firm: 1) with the largest labor surplus in its metropolitan area; 2) the highest DBE participant; or 3) a business registered as a small business with the Small Business Administration.

In the event of a tie and after the aforementioned, the Contract/Bidder that submitted their bid first shall be awarded the contract.

6.2 RIGHT TO PERFORM PRE-AWARD SURVEY

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

6.3 RIGHT TO VERIFY PROPOSAL - SINGLE BID

METRO shall verify bids in the event of a single bid response, which shall automatically convert this solicitation to a negotiated purchase, which shall require the Contractor/bidder to negotiate a fair and equitable price. METRO retains the right to request certifiable/cost analysis data, which the bidder must provide.

6.4 RIGHT TO AUDIT

METRO retains the right to audit the Contractor/bidder's bid to determine that prices proposed are fair and equitable.

6.5 RIGHT TO ADJUST COST

If METRO determines during the life of the contract that data submitted by the Contractor/bidder is not current, incomplete, or is inaccurate, METRO and Contractor shall negotiate a mutually agreeable adjustment in cost.

6.6 CONTRACT CHANGE ORDERS

Written Change Orders: Oral change orders are not permitted. No change in this contract shall be made unless METRO's Executive Director gives prior written approval. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification changes not properly approved by written notice.

6.7 DEVIATION FROM SPECIFICATIONS (IFB only)

All bids shall be based upon strict adherence to the specifications contained herein. Any proposer finding it necessary or desirable to deviate from the specifications in any manner (including requests for approved equals) or simply desiring an interpretation of the Contract Documents, shall submit a written request to METRO to be received no later than ten (10) days prior to the due date for bids detailing the desired deviation or interpretation. Proposers must identify those relevant physical, functional, or other characteristics of the requested change from specified services, materials or equipment that would enable the change to satisfy the specification. Minor differences in design, construction, or features, which do not effect reliability of the product from its intended use, may be accepted. METRO will render a prompt decision upon each request and will notify Proposers within five (5) days of the due date for bids. Only written communications will be authorized and binding. Any approved equal or deviation allowed, and all interpretations will be published to all prospective Proposers in the form of amendments to the specifications, to be issued as part of the contract. All Proposers must acknowledge receipt of all amendments.

6.8 PROTESTS

It is the policy of METRO to prepare specifications for invitation to bid or for requests for bids 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 part of all solicitations:

Pre-Bid Protest

A pre-bid or solicitation phase protest is received prior to the bid opening or proposal due date.

It is the policy of METRO to prepare specifications for invitation to bid or 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 Bidder that has submitted a proposal feels that a particular solicitation is unfair, the following procedure must be followed to register a proper protest and said procedure shall be part of all solicitations:

Pre-Bid Protest

- STEP 1. Protest must be made in writing and addressed to the Secretary-Treasurer of METRO's Board of Trustees no later than five (5) business days before the scheduled bid or RFP due date. Such protest must cite what the solicitation was for, and for what reason the protest is lodged.
- STEP 2. The Secretary-Treasurer shall make all reasonable attempts to resolve the protest prior to the award of a contract, and may reschedule the bid opening date solely at their discretion if deemed necessary. The Secretary-Treasurer must make their decision no later than three (3) working days from date the protest is lodged.

Continue to Step 3 under Post-Bid procedures below

Post-Bid Protest

A post-award protest is a protest received after award of a contract.

Post-Bid Protest

- STEP 1. Protest must be made in writing and addressed to the Secretary-Treasurer no later than five (5) business days after the scheduled bid due date. Such protest must cite what the solicitation was for, and for what reason the protest is lodged.
- STEP 2. The Secretary-Treasurer shall make all reasonable attempts to resolve the protest prior to the award of a contract. The Secretary-Treasurer must make their decision no later than five (5) business 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 his legal counsel and METRO. With METRO's legal counsel serving as arbitrator on the matter. Request for such a hearing must be made within ten (10) business days of the original date the protest was filed.
- STEP 4. If the protest is not satisfactorily resolved at Step 3, the person or firm making the protest may appeal, within thirty (30) working days of the original protest date, the matter to the Board of Trustees of the Transit Authority, who shall assign the matter to the appropriate standing committee of the Board who shall hold a hearing within fifteen

(15) business days on the matter and make recommendation to the full Board to be considered at its next regularly scheduled meeting.

The decision of the Board shall be final and binding on all parties. Appeal from the decision of the Board or any request by an adversely affected party may be submitted in writing to the Federal Transportation Administration (FTA). FTA's recourse shall only consider protest appeals where the local protest procedure does not exist or where the local procedure was not followed.

The decision of the Board shall be final and binding on all parties. Appeal from the decision of the Board or any request by an adversely affected party may submit in writing to the Federal Transportation Administration (FTA). FTA's recourse shall only consider protest appeals where the local protest procedure does not exist or where the local procedure was not followed.

Section 7 – Payments

7.1 INVOICING

All requests for payment shall be mailed to:

Accounts Payable
METRO Regional Transit Authority
416 Kenmore Blvd.
Akron, Ohio 44301

Invoice can also be emailed to accountspayable@akronmetro.org

NOTE: No finance charges shall be paid by METRO, and payment will be made in a reasonable length of time after approval of the METRO Board of Trustees and receipt of funds from FTA or the State of Ohio, where applicable. There will be no prepayments or down payments made on this procurement.

Payment will be made by METRO via ACH when possible, please complete the ACH payment form.

<This form is provided by METRO, which is enclosed with this bid package>

7.2 PROMPT PAYMENT

The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than twenty (20) days from receipt of each payment the Contractor receives from METRO. The Contractor agrees further to return retainage withheld to ensure satisfactory completion of the work, to each subcontractor within 30 days after subcontractor completes the specified work as verified by payment from METRO.

7.3 DELINQUENT PERSONAL PROPERTY STATEMENT

Each Contractor is required to submit with its bid a statement affirmed under oath that they are not charged at the time of bid was submitted with any delinquent personal property taxes on the general tax list of personal property in Summit County, Ohio. Bidder shall indicate if applicable, the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, copy of the statement shall be transmitted to the county treasurer within thirty (30) calendar days of the date it is reviewed.

<This affidavit must be on the form provided by METRO, which is enclosed with this bid package>

Section 8 – Federal Transits Administration (FTA) Requirements

8.1 DISCLOSURE OF LOBBYING ACTIVITIES

(Contracts >\$100,000)

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

<This affidavit must be on the form provided by METRO, which is enclosed with this bid package>

8.2 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Akron Metro RTA 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 of Akron Metro RTA, 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 FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

8.3 USE OF FEDERAL FUNDS

Please note that federal funds will be used with regard to this specification. The Federal Transportation Administration has awarded a grant contract to METRO to provide the federal share of the equipment to be purchased within this specification.

8.4 DRUG AND ALCOHOL TESTING (N/A)

8.5 TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS (N/A)

8.6 SCHOOL BUS REQUIREMENTS (N/A)

8.7 RECORD RETENTION

METRO requires the successful bidder to retain in its files of business activity its records METRO for a period of three (3) years per 49 CFR § 18.36 (i) (11).

8.8 PRE-AWARD AND POST-DELIVERY AUDIT (ROLLING STOCK PURCHASES ONLY) (N/A)

8.9 CIVIL RIGHTS COMPLIANCE

(Contracts >\$10,000)

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA) 42 USC § 11401 et sec: Section 504 of the Rehabilitation Act of 1973, as amended, 19 USC § 792, 49 USC § 5301(d); and the Federal Regulations including any amendments thereto: 49 CFR Part 27, 49 CFR Part 38; 28 CFR Part 35; 28 CFR Part 36; 41 CFR Subpart 101-19; 29 CFR Part 1630; 47 CFR Part 64, Subpart F; and 49 CFR Part 609.

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

disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

8.10 NOTICE OF FEDERAL REQUIREMENTS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

8.11 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(Applicable to all contracts)

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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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.

8.12 Notice to FTA and U.S DOT Inspector General Information related to fraud waste, abuse or other legal matters.

Flow Down Requirement. 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 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"

8.13 PRIVACY

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

8.14 LABOR PROVISIONS

Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR, Part 5, and pertaining to all federally-assisted non-construction contracts of \$2,500 let by THE AUTHORITY, the affected Contractor shall comply with the following provisions:

- a. **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 work week in which he or she is employed on such work, to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 1/2) the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, whichever is greater.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in Subparagraph (b) (1), 29 CFR, Section 5.5, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and
- c. 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 Subparagraph (b) (1) of 29 CFR, Section 5.5, in the sum of ten (\$10) dollars for each calendar day in which such individual was required or permitted to work in excess of eight (8) hours or in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in Subparagraph (b) (1) of 29 CFR, Section 5.5.
- d. **Withholding for Unpaid for Unpaid Wage and Liquid Damages.** DOT or the recipient 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 price 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 Subparagraph (b) (2) of 29 CFR, Section 5.5.
- e. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subsections A through D 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 subsections A through D of this Section.

- f. **Non-Construction Contracts.** In addition to the clauses contained in 29 CFR, Section 5.5 (b) or subsections A-D of this Section, in any contract subject only to the contract work hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR, Section 5.1, THE AUTHORITY shall insert a clause requiring that the Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, Social Security Number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, THE AUTHORITY shall require the Contracting Officer to insert in any such contract a clause providing that the records to be maintained under this subsection shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of DOT and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

8.15 LIQUIDATED DAMAGES (Rolling Stock) (N/A)

8.16 FLY AMERICA (WHERE APPLICABLE)

(All Contracts Foreign Transport or Travel Only)

To comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

8.17 CHARTER BUS (N/A)

8.18 BUS TESTING (N/A)

8.19 ASSIGNMENT OF OPTIONS (N/A)

8.20 INSURANCE AND TAXES

The Proposer shall obtain and maintain in full force and effect throughout the term of the Contract, such insurance and Workers Compensation Insurance as set forth herein. The Proposer shall assume full financial responsibility for its personnel, including all deductions of Social Security and withholding taxes and required contributions to state and federal unemployment compensation funds. Awarded Proposer shall include all Subcontractors as insured under its policies or shall furnish separate certificates or endorsements for each Subcontractor. All Subcontractors shall be subject to all of the requirements stated herein.

Proposer shall provide Certificates of Insurance evidencing such coverage to METRO before the commencement of any work under any Contract resulting from this bid.

- A. Comprehensive General Broad Form or Commercial General Liability: \$1,000,000 combined single limits per occurrence and \$1,000,000 annual aggregate covering bodily injury, personal injury and property damage.

METRO and its officers, employees and agents shall be endorsed to above policies as Additional Insured for such liability as may be incurred on the performance of any Contract resulting from this bid.

- B. Workers' Compensation Statutory coverage, if and as required according to the State Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against METRO.

Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by METRO's Executive Director.

Each of the above-required policies shall be endorsed to provide METRO with thirty (30) days prior written notice of cancellation. METRO is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of the awarded Proposer to furnish insurance during the term of any Contract resulting from this bid.

These requirements assume that standard insurance policy forms, terms, and conditions will apply to cover the expected risk exposures for the intended Scope of Work. Additional qualifying policy conditions or special endorsements may be specified in a Contract resulting from this bid depending on the final Scope of Work agreed on by METRO and the awarded Proposer. Insurance questions may be directed to METRO's Executive Director for response.

8.21 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any METRO requests which would cause METRO to be in violation of the FTA terms and conditions.

8.22 PUBLIC RECORDS

Under State of Ohio law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for bids (the "documents") become a public record upon submission to METRO, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

8.23 GRATUITIES

Neither the Proposer nor any person, firm, or corporation employed by the Proposer shall give, directly or indirectly, to any employee or agent of METRO, any gift, money, or anything of value, or any promise, obligation, or contract for future reward or compensation, during the bid process or during the performance of any contract period resulting from this bid.

8.24 GOVERNING LAW

The Agreement, which may ensue under this solicitation, shall be governed exclusively by the federal laws of the United States of America and the laws of the State. THIS AGREEMENT WILL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS OR BY THE PROVISIONS OF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE, THE APPLICATION OF WHICH IS EXPRESSLY EXCLUDED.

The laws of the State shall govern the rights, obligations, and remedies of the parties. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this contract, then Federal common law, including the law developed by Federal boards of contract appeals, the United States Claims court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. Venue of any action shall lie exclusively in the County of Summit, Ohio. This is the complete agreement between the parties. If any provision of the contract is found to be invalid or unenforceable, the remaining provisions shall not be impaired. Should either party institute any action to enforce this Agreement, or any provision hereof, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorney's fees.

8.25 VETERANS' PREFERENCE

Veterans Employment. Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring

preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

8.26 "RESPONSIBILITY" REQUIREMENTS

In addition to the Common Grant Rules that require contract awards be made only to responsible contractors, Federal transit law at 49 U. S. C. Section 5325(j) limits third party contractor awards to those contractors capable of successfully performing under the terms and conditions of the proposed contract. Before selecting a contractor for award, the recipient

must consider such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. METRO may require prior to the award of a contract documentation of the apparent lowest responsive bidders financial stability.

8.27 DAVIS BEACON ACT AND COPLEAND ANYI-KICKBACKS ACTS

(Construction Contracts >\$2,000)

NOT APPLICABLE TO THIS PROCUREMENT

8.27 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

METRO is prohibited from obligating or expending loan or grant funds to:

(i) 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).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) 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.

Proposal

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Abbreviations

ADA	Americans with Disabilities Act
API	Application Program Interface
APP	Application
DBE	Disadvantaged Business Enterprise
FTA	Federal Transit Administration
IP	Internet Protocol
ISO	International Organization for Standardization
IT	Information Technology
IVR	Interactive Voice Response
METRO	Metro Regional Transit Authority
NTD	National Transit Database
ODBC	Open Data Base Connectivity
QA	Quality Assurance
QC	Quality Control
RFP	Request for Proposals
SLA	Service Level Agreement
SMS	Short Message Service
SOP	Standard Operating Procedure
TBD	Be Determined
TSA	Transportation Security Administration Voice-
VoIP	Over Internet Protocol
Wi-Fi	Wireless Fidelity
W-LAN	Wireless Local Area Network

1 Introduction

The purpose of this Request for Proposal (RFP) is to solicit responses from qualified firms (Proposers) offering the functionality and capabilities identified to replace Metro Area Regional Transit Authority's (METRO RTA) existing phone system with a cloud-based (hosted) VoIP phone system.

The Metro Regional Transit Authority (METRO RTA) provides public transportation services in the Summit County and surrounded areas.

Currently METRO RTA has approx. 130 phones spread across 4 separate locations:

- Administration Building
416 Kenmore Blvd.
Akron, Ohio 44301
- RKP Transit center
631 S. Broadway
Akron, Ohio 44311
- Independence Transit Center (1)
Akron, Ohio 44310
- Romig Rd. Transit Center (1)
Akron, Ohio 44320

METRO RTA expects the proposer to provide a scalable, cloud-based enterprise phone system to meet regulatory requirements. The system will support a mix of physical endpoints (capable of supporting gigabit ethernet) and laptop-based soft phones, along with a mobile app on a smart phone. The proposer shall be responsible for all activities, tasks, equipment, system components, and services required to provide METRO RTA with a turnkey solution that is fully functional in accordance with the RFP requirements.

Proposer finalists will be contacted to provide onsite Web Portal and System Demo.

The performance of this contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and all equal employment opportunity requirements. METRO RTA is committed to maximizing opportunities for Disadvantaged Business Enterprises (DBE) to participate. A specific participation goal for this project has not been established, however, proposers are to propose the goal they will meet for this project. METRO RTA reserves the right to solicit or to waive a new solicitation, for new bids if sufficient effort, as determined by METRO RTA, has not been made to achieve DBE participation.

END OF SECTION

2 VoIP Cloud-Based Phone System Project

2.1 Project Scope of Work/Requirements

Proposer shall design, furnish, install, test, and make operational the replacement phone system for METRO RTA. Proposer shall also provide supporting documentation, comprehensive training (including initial, refresher/follow-up training, and new employee training), warranty and technical support as specified herein. Proposer shall be responsible for all activities, tasks, equipment, system components, and services required to provide METRO RTA with a turnkey system that is fully functional in accordance with the RFP requirements. Min 40 hours of on-site training.

The provided solution shall include, but not be limited to, the following services/features:

- Regulatory Compliances (HIPAA, PCI, CCPA etc.)
- Hosted SIP Trunking
- Automated Attendants
- Four (4) Digit Extension Dialing to all phones on system
- Corporate Directory (Listing all User Names & Extensions, sortable by first name, last name, extension, group, location)
- Voice Mail with Message Waiting Indicator & automatic Voice Mail to Email Functionality
- Voice Mail Disabled for certain identified handsets (Administrative control - ability to deactivate voicemail feature for a select group of handsets.)
- Inbound Caller ID displayed on handsets and Caller ID transferred to mobile phones when using
- Outbound Caller ID (Ability to out-pulse both main number and/or Individual DID Numbers)
- Busy Lamp Field (line monitor)
- Call Forwarding (user activated) Always/Call Forward Busy
- Call Forward (user activated) No Answer
- Call Forward (user activated) Not Reachable
- Call Forward (user activated) Selective Call
- Remote Call Forward Activation/Deactivation and password reset from programming/maintenance console, designated managers' PC or mobile application (IOS and Android)
- Call Hold
- Call Park
- Call Pickup Groups
- Call Transfers
- Call Waiting
- Calling Name & Number (Caller ID)
- Custom Holiday Mode Greetings (Single program point, companywide effect)
- Dedicated "All Call" Extension - Programmed to page all extensions per office by dialing a dedicated extension
- Distinctive Ringing
- Do Not Disturb
- Selective call recording capabilities enabled or disabled by managers for users, queues or groups
- Retain recorded calls for a minimum of 30 days
- Directed Call Pickup (permits an extension user to intercept any type of call ringing another extension)

- Direct Inward Dialing (DID) & Direct Outward Dialing (DOD)
- E-911 Registration
- 911 Location Identification (911 operators will know what address the call is coming from.)
- Directory listing (411/white pages)
- Electronic Fax Capability / Inbound & Outbound Fax Messaging
- Electronic Fax to Email
- Find Me/Follow Me (Forwarding to Cell Phone or Other Number) / One Number Reach Capability
- Off-Premise Extension (OPX)
- Music/Message on Hold Capability (Vendor-Provided Source Recordings)
- Mobile application integration for IOS and Android
- Hunt Groups
- Soft Phone PC integration compatible with Windows 7, Windows 10, Windows 11 and the current Edge and Internet Explorer browsers.
- Priority Alert - make your phone ring differently based on specific call.
- User Portal & Admin Web Portal
- Voicemail to email
- Voicemail transcription - voice messages are transcribed to text and email to the user along with a WAV file
- Return call from voicemail - being able to quickly and easily call a client back from their recorded voicemail on the handset (without dialing the phone number)
- Simultaneous Ring
- Selective Call Acceptance
- Selective Call Rejection
- Speed Dialing 4 Digits or less requested
- Solution must include Administrative Portal for MACD (Moves, Adds, Changes, and Disconnects) functionality.
- Solution must also include an End-user portal for approved end-user changes.
- TLS Call Encryption
- Active Directory Integration
- Required integration to Trapeze IVR solution for making automated calls to paratransit clients
- Ability to send SMS messages through the phone system
- 99.9% availability and uptime
- Operate in a facility that is located within the United States
- Provide online support 24 x 7 x 365
- Minimal Call Queue Requirements (Basic)
 - Call queue extension calling
 - Round-robin (Longest Idle)
 - Ring all (All available agents)
 - Linear hunt (Available agents in predefined order)
 - Linear cascade (Groups of agents in predefined order)
 - Call Park (Places caller on hold until agent can answer)
 - Message and/or Music on hold selectable by administrator
 - Record Calls
 - Dedicated, unlimited and secure FIPS 140-2 cloud-based storage for recorded calls
 - Call downloading capability for managers
 - Statistical reporting to include, but not limited to:
 - Max hold time

- Average hold time
- Call abandonment times
- Hang-ups on customer side versus call center side
- Time reporting down to at least 15-minute increments
- Minimal Call Queue Requirements (Pre-queue Options)
 - Unlimited Max Expected Wait (Seconds) before queue is unavailable
 - Unlimited Max Callers in Queue before queue is unavailable
 - Music on hold
 - Callback option – Allows caller to opt for a callback instead of waiting if time conditions are met- Optional button- turn off/turn on.
 - Forward if unavailable – forwards to designated extension
- Minimal Call Queue Requirements (In Queue Options)
 - Queue ring timeout (sec) – How long the queue will attempt to ring agents before following an exit option
 - Adjustable wrap-up time (minutes) – How long an agent has to wrap up previous call before taking another
 - Agent ring timeout (sec) – How long the queue will attempt to ring agents before moving on to the next available
 - Forward if unanswered – Forwards callers to an extension if the agents fail to answer before the queue ring timeout
- Call Center System Requirements (includes all previously mentioned minimum system/service requirements, plus the following)
 - (Minimal) 25 Customer Service Representatives (CSRs) + 2 managers with the option of adding additional.
 - CSR queue login
 - Ability to setup and manage multiple call queues
 - Ability to assign separate queues based on skill level of the support representative
 - Silent monitoring through secondary extension
 - Call performance statistics monitoring by date/time, group/queue, and CSR in both real time and periodic report
 - Call wallboard functionality to display real time status of CSR availability as well as queue and performance statistics at Kenmore at Broadway
 - Screen pop capability - the "population" of caller information on a CSR's computer screen during the call
 - Shared Corporate Directory (listing shared contacts, sortable by first name, last name, extension, group, location) this directory must be viewable only by designated staff
 - Ad hoc reporting capability

2.2 Project Schedule

METRO RTA expects a project start of July 2023.

The phone system and services described in this RFP shall be delivered, installed and made ready for complete operations **within 6 months** after METRO RTA issues the Notice to Proceed.

3 Hosting, Maintenance, Support, Warranty and Service Level

METRO RTA shall require the following as hosting/maintenance/support/warranty:

- Base Hosting – Three (3) years after complete Cloud-Based VoIP Phone System acceptance
- Base Maintenance and Support - Three (3) years after complete Cloud-Based VoIP Phone System acceptance
- Base Warranty – One (1) year manufacturer included and two (2) years additional warranty after manufacturer warranty

- METRO shall require the following as extended hosting/maintenance/support/warranty:
 - Two (2) options after base with each option for one (1) year.
 - Option 1 - Years 4
 - Option 2 - Years 5

The Proposer must provide a technical description, requirements and pricing for Hosting/Maintenance /Support/Warranty. METRO RTA will determine if this option will be executed.

3.1 Cloud-Based VoIP Phone System Software and Equipment Maintenance and Technical Support

The Maintenance and Technical Support shall include, but not limited to:

- Maintenance and support for the Cloud-Based VoIP Phone System software
- Upgrades/Patches of Cloud-Based VoIP Phone System software
- Upgrade Frequency (major and minor releases)
- Maintenance and support for Cloud-Based VoIP Phone System equipment
- Remote desktop support
- Telephone support
- Service Level support and resolution
- Refer to Equipment Response and Resolution
- Refer to Software Response and Resolution

3.2 Cloud-Based VoIP Phone System Equipment Warranty

The Proposer shall warrant that the Cloud-Based VoIP Phone System furnished under this contract is free from defects in material and workmanship under normal operating use and service.

The warranty shall commence upon the date of complete Cloud-Based VoIP Phone System acceptance. If during the warranty period, any replacement, repair, or modification on any Cloud-Based VoIP Phone System component, made necessary by defective design, materials, or workmanship is not completed within five (5) calendar days, the warranty period shall be extended by the number of days equal to the delay period.

The warranty on items determined to be with pervasive defects shall be extended for the time of the original warranty remaining at the time the pervasive defect was identified. This extended warranty shall begin on the repair/replacement date for corrected items.

The Proposer warrants that the Software (including any Licensed Software) shall:

- Be of a language that is commercially available and for which software tools are available
- Not contain viruses or pre-programmed devices which will cause any software utilized by METRO RTA or other users to be erased or become inoperable or incapable of processing accurately
- The Software and each module and function thereof shall be capable of operating fully and correctly on the combination of the equipment purchased
- The Software does not contain any code that will, upon the occurrence or the nonoccurrence of any event, disable the Software.

No warranty period shall end unless finished documentation is provided and approved by METRO RTA.

3.3 Service Level

All issues shall be classified by METRO RTA as a Critical, Severe, or Moderate. After acknowledgment of the issue, Proposer and METRO RTA may mutually agree to assign a different severity level, but if such agreement cannot be reached after a brief, good faith discussion, then METRO RTA’s classification of the issue shall govern. Proposer shall respond to all METRO RTA issues, and diligently and continuously work to correct all reported issues, in each case in compliance with the timeframe required in the following tables:

3.3.1 Equipment Response and Resolution

Issue Escalation			Equipment Resolution
Severity Level	Support Desk Response Time (Level 1/Level 2)	Escalation to Proposer’s Executive Management	Resolution/Work-around
Critical	30 minutes/2 business hours	4 business hours	8 business hours
Severe	2 hours/4 Business hours	24 business hours	1 business day
Moderate	One business day / Not Applicable	10 business days	20 usiness days

3.3.2 Software Response and Resolution

Issue Escalation			Software Resolution	
Severity Level	Support Desk Response Time (Level 1/Level 2)	Escalation to Proposer's Executive Management	1. Temporary Software Resolution/Work-around	Final Software Resolution
Critical	30 minutes/1 business hours	4 business hours	8 business hours **	5 business days
Severe	1 hours/2 business hours	12-24 business hours	36 business hours **	10 business days
Moderate	One business day / Not Applicable	10 business days	Next Release	Next Release

METRO RTA Business Days and Hours

- Monday through Friday – 8:00 am to 5:00 pm
- Saturday and Sunday - 4:00 am to 11:30 pm

**Proposer shall provide METRO RTA, within five (5) business days following the release of the temporary software resolution, a written plan detailing the proposed final solution for the software that shall be incorporated in the next release.

END OF SECTION

4 Installation of Cloud-Based VoIP Phone System

This section defines installation requirements for the Cloud-Based VoIP Phone System. The Proposer shall furnish all hardware and materials necessary for proper installation of all items.

METRO RTA recognizes that during the period of installation, two parallel phone systems may be operational and may need to be supported until the entire installation has been completed. It is the desire of METRO RTA, and the responsibility of the Proposer to limit disruption to service and to minimize the period during which multiple systems are operational.

4.1 Proposer Requirements

The Proposer shall provide an Installation Plan for METRO RTA approval. This Plan shall include the following but not be limited to:

- Identification of required work and storage area
- Identification of required utilities
- Proposed work schedule
- Any utility or service requirements to support the installation
- Identification of support needed from METRO RTA
- Process for removal of old system equipment
- Process for disposition of old system equipment

The plan shall include provisions for parallel process to support the existing system until the installation is completed.

4.2 METRO RTA Support

METRO RTA shall facilitate the installation process by supplying the Proposer identified support as follows:

- Sufficient space to support the installation
- Sufficient access to facilities to support the agreed upon installation schedule

4.3 Disposition of old system and equipment

Equipment removed by the Proposer from METRO RTA operating locations shall be stored in a safe/clean/accessible manner at a METRO RTA provided location throughout the term of the project. METRO RTA will be responsible for disposal of the old equipment.

END OF SECTION

5 Cloud-Based VoIP Phone System Manuals

The following is a summary of the principal documentation that shall be provided in the form of manuals, organized by the desired content. The manuals shall provide sufficient description, detail, and illustration to support installation, configuration, and operation of the equipment and systems provided. Documentation shall be provided in electronic format.

- One (1) Electronic format (PDF)

The Proposer shall supply the full complement of manuals and documentation required to train personnel to operate the Cloud-Based VoIP Phone System. All manuals shall be in the English language and submitted for review and approval. The manuals shall cover both the hardware and the software associated with each system.

The following manuals shall be provided, but not limited to:

5.1 Operating Manuals

The manuals shall provide information and instruction on the various operational controls and features. The operating manual shall provide information and instruction on the various operational input and features of the device/system/sub-systems/sub-applications and the associated components. The manual shall be sufficient in description, detail, and illustration to provide full and adequate reference to the operation.

END OF SECTION

6 Disaster Recovery

The Proposer shall develop and implement a Disaster Recovery Plan for continuing operations, with a minimum of downtime, in the event of failures of the hardware components, network components, software applications and systems, environmental factors, or other operating emergencies. The Proposer shall be able to re-constitute normal operation within two (2) hours of any failure or emergencies as described above. The Proposer shall document all procedures necessary to maintain orderly operations in the event of emergencies.

The Proposer shall list all system failures and situations or events that will trigger disaster recovery procedures. The Proposer shall prepare a disaster recovery plan for approval by METRO RTA.

At a minimum, the disaster recovery plan shall include the following:

- List of resources required to conduct on-site and off-site recovery
- Description of the escalation process, including contact lists and alternates to provide for emergency coverage of operations, staffing, technical support, and management
- Description of how the Proposer shall provide formal arrangements for emergency replacement of parts, repair services, and technical services
- Descriptions of how the Proposer shall restore and recover lost or corrupt data from back-ups and archives
- A ranking of primary, secondary and non-critical applications with assigned minimum recovery times required to prevent a financial loss
- Description of a test program that will verify the effectiveness of all disaster recovery methods and procedures
- A detailed architectural overview of the backup, recovery, and disaster recovery systems
- A data backup system and architecture for the backup and recovery of the Cloud-Based VoIP Phone System back-office.
- Recovering and transferring of data files from removable storage in the event of a primary data storage failure
- Description of the notification procedure to METRO RTA staff
- The Proposer shall provide Disaster Recovery/business continuity Licenses at no additional cost.

END OF SECTION

7 Succession Plan

The Proposer shall provide a Succession Plan, the purpose of which is to provide for continued operations in the event that the agreement is not renewed or is terminated for convenience, or the Proposer is declared in breach of contract. METRO RTA requires that operations continue without interruption under all circumstances.

The Proposer's succession plan shall assume METRO RTA's ownership of all assets used for Cloud- Based VoIP Phone System operations (e.g., equipment, system hardware and software) and for METRO RTA's immediate/automatic right to assume or use any other elements required for uninterrupted Cloud-Based VoIP Phone System functions. The Proposer's succession plan shall include a reasonable cost for transferring from the Proposer to METRO RTA.

The Succession Plan shall describe how the Proposer's operations would continue under METRO RTA's control, the plan shall cover the following areas, but not limited to:

- Transfer of assets, including equipment and other materials and supplies.
- Transfer of data.
- Transfer of system hardware and software.
- Identification of any contractual agreements which are assumable by METRO RTA, including but not limited to maintenance agreements.
- Staffing and training required to actually accomplish the succession

END OF SECTION

8 Project Management, Design, Testing and Implementation

Project management, design, testing, implementation, and administration requirements are covered in the following sections:

- Project Management
- Quality Assurance
- Design Review
- Testing and Acceptance
- Implementation

8.1 Project Management

8.1.1 Organization and Functions

The Proposer shall establish and maintain a Project Management Team to manage and perform all functions and activities. The Project Management Plan shall address the following critical areas:

- Overall project management
- System/Software development, operations, and upgrades
- Ongoing project and policy review
- Contract administration interface with METRO RTA
- Performance reporting

8.1.2 Project Management Plan

The Project Management Plan shall include:

- A description of the management organization of the project, an organization chart, and identification of key personnel and their responsibilities and relationships
- A Project Schedule shall be in sufficient depth to allow METRO RTA to monitor the project progress in a timely manner
- The project schedule shall include time frames for the preparation and METRO RTA's approval of all deliverables and documentation
- A description of management controls on progress, performance, schedules, and costs relative to the project schedule and subsequent operations
- Activity reports to incorporate the project schedule against actual completion of activities

8.1.3 System Acceptance Review (SAR):

The SAR shall represent 100% completion of total implementation of the Cloud-Based VoIP Phone System.

8.2 Testing and Acceptance

The objective of the testing is to ensure the Cloud-Based VoIP Phone System supplied meets all the requirements specified in this RFP. Testing and Acceptance shall be scheduled and conducted to satisfy the production and delivery schedule.

Any and all hardware, software, materials, installations, operations not passing inspections and/or tests with METRO RTA approval of results, shall be repaired, replaced, and/or corrected by the

Proposer at no additional cost to METRO RTA and shall be scheduled once again for inspection, testing, and METRO RTA approval.

The Proposer's obligations shall include all costs necessary to completely inspect and test, all hardware, software, function and operations of the supplied Cloud-Based VoIP Phone System.

Testing shall be conducted at five (5) levels:

- 1) First Article Test (FAT)
- 2) Cloud-Based VoIP Phone System / Subsystem / Applications / Component and Equipment Installation Testing
- 3) Cloud-Based VoIP Phone System / Subsystem / Applications / Component and Equipment Acceptance Testing
- 4) Cloud-Based VoIP Phone System Installation Testing
- 5) Cloud-Based VoIP Phone System Acceptance Testing

All tests and inspections shall be monitored by METRO RTA and documented by the Proposer. All inspections and tests conducted shall require sign-off by METRO RTA.

The Proposer shall inform METRO RTA of the date and location of a test a minimum of fourteen (14) days prior to conducting the test. The most recent version of all test procedures and supporting design and program documentation shall be made available by Proposer for use by METRO RTA.

The Proposer shall submit a written report for each test, including copies of all test data for approval by METRO RTA. All such reports are contract deliverables. Test reports shall include all historical data, such as inspections and tests performed, failures, modifications and repairs, pertaining to the equipment and/or system tested. Upon completion of all tests for a particular test phase, Proposer shall issue a separate request for METRO RTA's approval of that phase, providing a statement ensuring that the goals of that phase had been met, and listing each of the tests performed and the dates of performance and METRO RTA's approval for each test. Acceptance of each phase of testing by METRO RTA shall be required for Proposer to proceed to the next phase. Proposer shall conduct regular reviews of the testing processes in accordance with guidelines defined by the Proposer's QA and QC Program.

METRO RTA shall be required for Proposer to proceed to the next phase. Proposer shall conduct regular reviews of the testing processes in accordance with guidelines defined by the Proposer's QA and QC Program.

8.2.1 First Article Test (FAT)

The first article tests shall be conducted by the Cloud-Based VoIP Phone System manufacturer and will be observed and approved by METRO RTA representatives. Each equipment type shall be tested against the test procedures as specified.

The Proposer shall maintain a complete log of all First Article Tests conducted under this requirement, showing each test conducted and results. This log shall be submitted to METRO RTA at the conclusion of the First Article Test for review and approval. Results not meeting specification requirements are to be fully documented and explained by the Proposer. The Proposer shall also submit a plan for corrective action. METRO RTA may postpone delivery of any equipment until First Article Test procedures are successfully completed, documented and approved.

Manuals, drawings, and troubleshooting procedures for equipment similar to that being supplied shall be made available for METRO RTA review during the FAT process.

8.2.2 Cloud-Based VoIP Phone System / Subsystem / Applications / Component and Equipment Installation Testing

The Proposer is required to coordinate the development of test procedures and performance of the testing with METRO RTA in order to fully demonstrate the complete and successful installation of the Cloud-Based VoIP Phone System /Subsystem/Applications/Component and Equipment.

Upon verification of proper installation of the Cloud-Based VoIP Phone System / Subsystem / Applications / Component and Equipment, Proposer shall perform a complete installation operational test. All functional characteristics shall be tested to ensure operation as specified. All interface and integration functions shall be tested to verify proper operation.

Proposer shall inform METRO RTA, in writing, of any failures or unacceptable conditions during installation testing. All failures detected during the installation testing period shall be analyzed by the Proposer.

8.2.3 Cloud-Based VoIP Phone System / Subsystem / Applications / Component and Equipment Acceptance Testing

Acceptance testing shall be performed, with all Cloud-Based VoIP Phone System / Subsystems / Applications / Components and Equipment. The Proposer shall coordinate the development of test plans and procedures with METRO RTA to ensure that the acceptance testing is complete and satisfactory. The

Cloud-Based VoIP Phone System /Subsystem/Applications/Component and Equipment Acceptance Test Plan shall be submitted for review and approval by METRO RTA fifteen (15) days prior to the scheduled start of the acceptance test period.

- The Proposer shall state agreement with each of the following points:
- The Proposer must ensure each Subsystem/Applications and Equipment of the Cloud-Based VoIP Phone System operates according to specifications.
- The Proposer must agree that during the acceptance period, each Subsystem/ Applications and Equipment will undergo a live test.
- The Proposer must agree to pass an acceptance test. The Subsystem/ Applications/Components and Equipment must successfully operate for ten (10) consecutive days.

8.2.4 Cloud-Based VoIP Phone System Installation Testing

The Proposer is required to coordinate the development of test procedures and performance of the testing with METRO RTA in order to fully demonstrate the complete and successful installation of the Cloud-Based VoIP Phone System.

Upon verification of proper installation of the Cloud-Based VoIP Phone System, Proposer shall perform a complete installation operational test. All functional characteristics of the Cloud-Based VoIP Phone System shall be tested as an integrated system to ensure operation as specified. All interface and integration functions shall be tested to verify proper operation of the installed system, as a whole.

Proposer shall inform METRO RTA, in writing, of any failures or unacceptable conditions during installation testing. All failures detected during the acceptance testing period shall be analyzed by the Proposer. The Proposer shall be responsible for taking corrective action to ensure proper functioning of the Cloud-Based VoIP Phone System.

8.2.5 Cloud-Based VoIP Phone System Acceptance Testing

Cloud-Based VoIP Phone System acceptance testing shall be performed at a system level, with all Subsystem / Applications / Component and Equipment with completely functionality, operational, on-line, and in service. The Proposer shall coordinate the development of test plans and procedures with METRO RTA to ensure that the acceptance testing is complete and satisfactory. The Cloud-Based VoIP Phone System Acceptance Test Plan shall be submitted for review and approval by METRO RTA fifteen (15) days prior to the scheduled start of the acceptance test period. Acceptance testing shall include but not be limited to final configuration of hardware and software, interface, integration, test, and installation.

The Proposer shall state agreement with each of the following points:

- 8.2.5.1 The Cloud-Based VoIP Phone System Acceptance Test Plan must show the events, sequences, and schedules required for acceptance
- 8.2.5.2 The Proposer must ensure each Subsystem / Applications / Component and Equipment of the Cloud-Based VoIP Phone System operates according to specifications
- 8.2.5.3 The Proposer must agree that during the acceptance period Subsystem/ Applications/Component and Equipment will undergo a live test
- 8.2.5.4 The Proposer must agree to pass the Cloud-Based VoIP Phone System Acceptance Test. The Cloud-Based VoIP Phone System (entire system including components and equipment) must successfully operate for thirty (30) consecutive days.
- 8.2.5.5 The Proposer must demonstrate system security. The Proposer must demonstrate the complete and required functionality of the entire integrated Cloud-Based VoIP Phone System.

The system will be accepted by METRO RTA by formal written notice when

- 8.2.5.6 All required Subsystem/Applications/Component and Equipment has been installed
- 8.2.5.7 All required tests have been satisfactorily passed
- 8.2.5.8 Cloud-Based VoIP Phone System reliability has proven acceptable
- 8.2.5.9 All required deliverables have been received
- 8.2.5.10 All requirements are satisfactorily met

8.3 Implementation Plan

The Proposer shall submit an Implementation Plan for the Cloud-Based VoIP Phone System. The implementation plan shall be fully integrated with the overall Project Management Plan.

The Implementation Plan shall describe all activities required of the Proposer, METRO RTA, and other involved parties during the implementation period. The Implementation Plan shall

clearly identify the nature and timing of any interaction with METRO RTA.

The Implementation Plan shall include, but not limited to:

- 8.2.5.11 Detailed milestones and schedule for testing, installation, and acceptance
- 8.2.5.12 Detailed Interface to internal and external systems
- 8.2.5.13 Acquisition and installation of equipment
- 8.2.5.14 Detailed cutover plan
- 8.2.5.15 Implementation support required of METRO RTA
- 8.2.5.16 IT Support and Training

END OF SECTION

9 Evaluation Criteria and Weight Values

Proposal responses will be evaluated using the following criteria.

CRITERIA	CRITERIA FACTORS	POINTS
Part 1 – Technical/Functional Requirements	<ul style="list-style-type: none"> • Responses to the Functional Requirements • Comprehensive training plan • Responses to Interface with current 3rd party systems and applications • Implementation plan and methodology • Implementation timeframe and rollout strategy • Hosting/Warranty/Maintenance/Support 	40
Part 2 - Qualification (Experience, Satisfaction of Previous and Current Clients and technical competence)	Demonstrated technical experience in performing work of a closely similar nature; experience working with transit properties or other public agencies; record of completing work on schedule; strength and stability of the firm. Review of client references.	30
Part 3 – Project Management Plan, Staffing and Project Organization	Logic of proposal, well defined approach, gap closure, and implementation, project schedule.	15
Part 6 – Cost and Price	<ul style="list-style-type: none"> • Software cost • Equipment Price • Project Implementation Price • Training Price • Maintenance and Support Prices 	15
Step 2 Phase - On-Site and or Virtual Demonstrations	Short listed proposers will be invited to participate in on-site and or virtual demonstrations and discussions of the proposed solution.	30
	Total Possible Score 130	
Total Score After on-site demonstration		

10 Detailed Submittal Requirements

Proposers must assemble their proposals in strict adherence to the outline and layout requirements identified in this section and in the order shown. Failure to follow all proposal outline and layout requirements may result in disqualification. Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention shall be given to accuracy, completeness, relevance, and clarity of content.

Proposals shall be submitted in electronic format

Proposal Page Limitation and Format

Part	Page Limitation	Format
1. Executive Summary and Technical/Functional Proposal	Combined 100 Single pages	PDF
2. Qualification		
3. Project Management Plan		
4. Staffing and Project Organization	10 Single pages, resumes excluded from page limit	PDF
5. Sample Agreements	30	PDF
PART 6 and PART 7 TO BE SUBMITTED SEPARATELY		
6. Price Proposal	No Page Limit	PDF and Excel Format
7. Financial Stability	30	PDF

10.1 Part 1: Executive Summary and Technical/Functional Proposal

10.1.1 Section 1: Executive Summary and Introductory Materials

The introductory material must include a title page with the RFP name, name of the Proposer, address, telephone number, the date, a Letter of Transmittal, and a Table of Contents. The executive summary shall be limited to a brief narrative summarizing the proposal.

10.1.2 Section 2: Company Background

Proposer must provide information about any firm involved with this proposal including the Software Proposer, Equipment Proposer, Implementation Proposer, and/or any third-party Proposers so that METRO RTA can evaluate the Proposer's stability and ability to support the commitments set forth in response to the RFP. METRO RTA at its discretion, may require a Proposer to provide additional supporting documentation or clarify requested information.

10.1.3 Section 3: Scope of Services

This section of the proposal shall include a general discussion of the Proposer's overall understanding of the project and the scope of work proposed. List and describe all proposed systems/subsystems/applications. Proposer must explicitly state the software module name and versions that are proposed.

10.1.4 Sections 4: Responses to Functional Requirements

This section shall describe in detail the functions and capabilities of the proposed solution. Responses to the functional requirements shall be complete and identify both the capability of the Cloud-Based VoIP Phone System and the scope of the implementation. Proposers must be ready to demonstrate any functionality during on-site and or virtual demonstration/presentation phase.

In addition, the proposer must include the completed checklist in Section 11 and describe the following as a minimum, but not be limited to:

- 10.1.4.1 Describe proposed Cloud-Based VoIP Phone System functional architecture
- 10.1.4.2 Describe the functionality of the proposed Cloud-Based VoIP Phone System
- 10.1.4.3 Describe the proposed hardware
- 10.1.4.4 Describe the Management and Reporting System including all subsystems and applications
- 10.1.4.5 Describe the data communication between the Cloud-Based VoIP Phone System devices and the Management and Reporting System (Back-office)
- 10.1.4.6 Describe how METRO RTA can configure the Management and Reporting System
- 10.1.4.7 Describe the Graphical User Interface(s) provided for the Cloud-Based VoIP Phone System, including all subsystems and applications
- 10.1.4.8 Describe network requirements including but not limited to POE, and network infrastructure.

10.1.5 Section 5: Proposed Application Software and Computing Environment

The proposer must present, in detail, features and capabilities of the proposed application software and technical environment. In addition, describe the following at a minimum, but not be limited to:

- 10.1.5.1 Describe the Application program interfaces (APIs) that will be provided
- 10.1.5.2 Describe the software features and capabilities, but not limited to:
- 10.1.5.3 Drill down Capabilities
- 10.1.5.4 Audit trail Features
- 10.1.5.5 Describe proposed disaster recovery services
- 10.1.5.6 Describe the technical environment necessary for the proposed software
- 10.1.5.7 Optimal and minimum network requirements.
- 10.1.5.8 Optimal and minimum desktop (client) requirements.
- 10.1.5.9 Platforms supported
- 10.1.5.10 What are bandwidth requirements?
- 10.1.5.11 Describe the hosted services to include, but not limited to:
- 10.1.5.12 Where is the data center and disaster recovery data center located?
- 10.1.5.13 Number of other users sharing database
- 10.1.5.14 Number of database instances (please list)
- 10.1.5.15 Describe data center security policies including background checks on employees and other measures to protect confidentiality and sensitivity of METRO RTA's data
- 10.1.5.16 Describe network level security
- 10.1.5.17 Describe physical security of data center
- 10.1.5.18 Describe security including firewalls, authentication, and architecture of data center
- 10.1.5.19 Describe back up procedures and testing of backups and other quality assurance processes to ensure the backup is working correctly.

10.1.5.20 Describe process for installing patches and updates

- 10.1.5.21 Describe process for roll-back of patches and updates if major functionality is broken as a result of the patch and/or update
- 10.1.5.22 Describe proposed application availability service level
- 10.1.5.23 Service desk support services
- 10.1.5.24 User Setup, Authentication and Management processes
- 10.1.5.25 Application support
- 10.1.5.26 Operational support services
- 10.1.5.27 Technology infrastructure services
- 10.1.5.28 Explain service levels that are used to guarantee performance for METRO RTA through the proposed hosting agreement

10.1.6 Section 6: Equipment Specifications

This section shall describe the equipment specifications to be provided. The information must include, but not be limited to:

- 10.1.6.1 List equipment manufacturer and provider
- 10.1.6.2 Equipment images etc.
- 10.1.6.3 Equipment features and capabilities

10.1.7 Section 7: Reporting and Analysis Tools

This section shall describe the reporting and analysis tools that are provided with the proposed Cloud-Based VoIP Phone System. In addition, describe the following but not be limited to:

- 10.1.7.1 Describe the reports that are provided “out of the box”
- 10.1.7.2 Describe the reporting tools provided
- 10.1.7.3 Describe the analytical processing tools provided
- 10.1.7.4 Describe the capabilities to export reports to MS Office formats and pdf
- 10.1.7.5 Describe the capabilities to produce graphical reports
- 10.1.7.6 Describe the ability to create ad-hoc reports
- 10.1.7.7 Describe the capabilities to display critical reports or data in dashboard formats
- 10.1.7.8 As part of proposal submittal, the vendor shall describe in details all of the canned reports along with the fields that will be supplied as part of the system. Furthermore, Ad hoc reporting functionality and capability shall be described in detail in the proposal submittal.

10.1.8 Section 8: Cloud-Based VoIP Phone System Reports

This section will provide a comprehensive list of all standard reports that shall be provided with the proposed Cloud-Based VoIP Phone System. The list shall describe the report name, content of the report, and intended audience (In addition, provide sample reports)

10.1.9 Section 9: Entire Cloud-Based VoIP Phone System Availability

This section shall describe the proposed Cloud-Based VoIP Phone System availability. The information must include, but not limited to:

- 10.1.9.1 Describe routines which would require the Cloud-Based VoIP Phone System to be unavailable, including all hardware, subsystems and application
- 10.1.9.2 Describe the average length of the time the Cloud-Based VoIP Phone System including all hardware, sub-systems and application is up and available prior to an absolutely essential break in activity for system maintenance

10.1.9.3 Provide average frequency of totally disruptive maintenance

10.1.10 Section 10: Cloud-Based VoIP Phone System Security

This section shall describe the security of the proposed Cloud-Based VoIP Phone System. The information must include, but not limited to:

10.1.10.1 Describe the security tools and features that are included in the proposed Cloud-Based VoIP Phone System including all hardware, subsystems and application

10.1.10.2 Describe the different access levels securities

10.1.11 Section 11: Installation of Cloud-Based VoIP Phone System and Equipment

Provide an overview of proposed installation plan/strategy, specifying how and when installation is to be performed. Explain any equipment and personnel METRO RTA is expected to provide.

10.1.12 Section 12: Disaster Recovery and System Backup

Describe the disaster recovery and system backup methods, including available back-up tools and real time redundancy for the software.

10.1.13 Section 13: Training Plan

This section shall include the proposed training plan and a description of all products and services proposed to train the end users.

Provide an overview of proposed training plan/strategy, specifying how and when training is to be delivered for both on-site and off-site training for the train the trainer, end users, and technology personnel. The training plan shall include descriptions of initial system training as well as on-going system training including refresher/follow-up training and new employee training and online resources to support the training.

Explain any roles and responsibilities METRO RTA is expected to provide for the training effort including training coordination, train the trainer, training delivery, etc.

10.1.14 Section 14: Implementation Plan

This section shall describe the proposed implementation plan. Provide a detailed plan for implementing the proposed Cloud-Based VoIP Phone System. The plan must include, but not limited to:

10.1.14.1 Proposed roll-out of proposed Cloud-Based VoIP Phone System and Equipment

10.1.14.2 Explanation of advantages AND risks associated with this implementation plan

10.1.14.3 Explain the proposed methodology for implementation. This information must include key implementation phases and/or activities

10.1.14.4 Description of key deliverables

10.1.14.5 Description of how each of the following types of testing will be addressed in the implementation plan:

10.1.14.6 First Article Test (FAT)

10.1.14.7 Cloud-Based VoIP Phone System Installation Testing

10.1.14.8 Cloud-Based VoIP Phone System Acceptance Testing

10.1.14.9 "Go-Live" strategy and effort etc.

10.1.15 Section 15: Maintenance/Support/Warranty

This section must specify details of any post-implementation and on-going maintenance/support provided. In addition, describe the following, but not limited to:

- 10.1.15.1 Days of on-site support after go-live provided by the proposer
- 10.1.15.2 Other on-site support after go-live provided by the proposer
- 10.1.15.3 Maintenance and support for Cloud-Based VoIP Phone System software and equipment
- 10.1.15.4 Warranty details on Cloud-Based VoIP Phone System equipment
- 10.1.15.5 Support
- 10.1.15.6 Remote desktop support
- 10.1.15.7 Additional on-site support
- 10.1.15.8 Telephone Support
- 10.1.15.9 Hours available (and time zone)
- 10.1.15.10 Issue reporting and resolution procedures
- 10.1.15.11 Response time for various levels of severity
- 10.1.15.12 Issue escalation process
- 10.1.15.13 Ongoing IT support.

Part 2: Qualification

10.2.1 Section 1: Experience

METRO RTA seeks a Cloud-Based VoIP Phone System that has been successfully implemented in organizations with similar size and scope of this project. METRO RTA requires the Proposer(s) have at a minimum five (5) years of experience and have implemented the proposed or similar scope of project at three (3) organizations where Proposer served as Prime on the project. This section shall describe the experience. The information must include, but not limited to:

- Experience of firm (software and hardware)
- Experience of implementation team
- Experience of key personnel assigned to the project
- Experience with transit implementation
- Experience with implementation of similar size and scope

10.2.2 Section 2: Client References

METRO RTA considers references to be an important part of its decision-making process to award a contract. Proposers shall supply references that will be available to speak with METRO RTA. METRO RTA will not call Proposers to tell them that their references will be contacted. Proposers shall assume that all provided references will be contacted. The names, phone numbers, and email addresses of the project manager or person with broad knowledge of the project for each reference must be listed. METRO RTA reserves the right to contact additional clients for references, if deemed necessary. METRO RTA may at its discretion do site visits.

- Provide at least three (3) client references. Ideally, references shall be similar in size to METRO RTA and have a similar implementation scope
- Provide implementation references listed in the proposal. Implementation firms shall provide three (3) references in which they served in a similar role to that proposed for this project. Any differences in project scope or project responsibility shall be listed.

- Provide Third-Party/Hosting Partner references for firms listed in the proposal. Third-party software/hardware firms or implementation firms providing any products or services as part of this proposal shall provide three (3) client references. Ideally, references shall be similar in size to METRO RTA and have a similar implementation scope.

10.3 Part 3: Project Management Plan

10.3.1 Section 1: Project Management Plan

This section shall describe the proposed project management plan. Provide a detailed project management plan for implementing the proposed Cloud-Based VoIP Phone System. The plan must include, but not limited to:

- Explain project management services including:
 - Role of the project manager
 - Proposed project status reports format and process
 - Proposed quality assurance procedures
 - A description of how the project manager will ensure that METRO RTA goals are met through this project

10.3.2 Section 2: Project Schedule

Project Schedule from Notice to proceed through go-live.

The project schedule shall be specific to the Cloud-Based VoIP Phone System implementation (no sample project schedule for other implementations).

10.4 Part 4: Staffing and Project Organization

This section shall describe the proposed staffing and project organization.

- Description of the management organization of the project, an organization chart, and identification of key personnel and their responsibilities and relationships
- Explain the staffing for the project including:
 - How many personnel will be assigned to the project?
 - Commitment to the project of each resource and approximate time work
 - Roles and responsibilities for each key phase and activity for implementation
 - Provide project team resumes for key members of the implementation team expected to be on this project (Two (2) pages per key member)

It should be noted that METRO RTA reserves the right, in its sole discretion, to ask for replacement of any personnel assigned to the project. Upon such request from METRO RTA, the selected proposer shall promptly identify and assign a suitable and qualified resource with METRO RTA's approval. METRO RTA may or may not elect to interview the replacement resource at its discretion.

10.5 Part 5: Sample Agreements

Proposers shall include sample copies of the following documents/agreements that shall serve as supplement to the METRO RTA contract. Although they are sample agreements, the documents must contain all material terms so that METRO RTA can fairly evaluate the Proposer's agreements.

- Sample software licensing agreement
- Sample maintenance/support agreement
 - Software

- Hardware
- Onsite Support
- Sample warranty agreement
- Sample hosting agreement

10.6 Part 6: Price Proposal for Cloud-Based VoIP Phone System

Proposers must provide the cost for all items. METRO RTA will evaluate the functionality and cost proposed.

- Complete Price Schedule Excel Spreadsheet Attached (METRO RTA Cloud VOIP system pricing 12_3_2021.xlsx)
- Submit Signed PDF Price Schedule and all tabs
- Submit Excel spreadsheet Price Schedule and all tabs

10.7 Part 7: Financial Stability

10.7.1 Section 1: Financial Information

Proposers must provide information demonstrating to METRO RTA that it has the necessary financial resources to perform the Contract. This information shall include:

- Audited financial statements for the last three (3) years, and year-to-date financial statements for the most recently completed operating quarter. The financial statements shall include Balance Sheets, Statements of Income and Stockholder's Equity, and a Statement of Change in Financial Position. If the Proposer is a parent or subsidiary of another entity, consolidated financial statements are also required.
- Unaudited balance sheets of Proposer and unaudited balance sheets of Proposer and its subsidiaries, if any, for interim quarterly periods since the close of its last fiscal year.
- Letter of Credit Commitments (if any).
- Names of banks or other financial institutions with which the Proposer conducts business.

The above information shall be handled as confidential data and utilized on a "need to know" basis for proposal evaluation.

END OF SECTION

11 Technical Checklist

Proposer must also complete the following checklist:

Requested Features/Services	Feature Included in Service Yes/No	Notes, Disclaimers or Caveats
1. Basic System Requirements (All Users)		
The VoIP System must be sized to accommodate (at minimum) 73 handsets/seats, with the ability to increase in size if needed in the future.		
Core onsite and offsite hardware must be configured for high availability failover (providing for redundancy)		
Data center SSAE 16 SOC 2 Data Center compliance?		
Hosted SIP Trunking		
Automated Attendants		
Three (3) Digit Extension Dialing to all phones on system		
Individual DID #'s provided for all nodes?		
Corporate Directory (Listing all User Names & Extensions, sortable by first name, last name, extension, group, location)		
Voice Mail with Message Waiting Indicator & automatic Voice Mail to Email Functionality		
Voice Mail Disabled for certain identified handsets (Administrative control - ability to deactivate voicemail feature for a select group of handsets.)		
Inbound Caller ID displayed on handsets and Caller ID transferred to mobile phones when using		
Outbound Caller ID (Ability to out-pulse both main number and/or Individual DID Numbers)		
Busy Lamp Field (line monitor)		
Call Forwarding (user activated) Always/Call Forward Busy		
Call Forward (user activated) No Answer		
Call Forward (user activated) Not Reachable		

Requested Features/Services	Feature Included in Service Yes/No	Notes, Disclaimers or Caveats
Call Forward (user activated) Selective Call		
Remote Call Forward Activation/Deactivation and password reset from programming / maintenance console, designated managers' PC or mobile application (IOS and Android)		
Call Hold		
Call Park		
Call Pickup Groups		
Call Transfers		
Call Waiting		
Calling Name & Number (Caller ID)		
Custom Holiday Mode Greetings (Single program point, companywide effect)		
Dedicated "All Call" Extension - Programmed to page all extensions per office by dialing a dedicated extension.		
Distinctive Ringing		
Do Not Disturb		
Selective call recording capabilities enabled or disabled by managers for users, queues or groups		
Directed Call Pickup (permits an extension user to intercept any type of call ringing another extension)		
Direct Inward Dialing (DID) & Direct Outward Dialing (DOD)		
E-911 Registration		
911 Location Identification (911 operator will know what address the call is coming from.)		
Directory listing (411/white pages)		
Electronic Fax Capability / Inbound & Outbound Fax Messaging		
Electronic Fax to Email		
Find Me/Follow Me (Forwarding to Cell Phone or Other Number) / One Number Reach Capability		

Requested Features/Services	Feature Included in Service Yes/No	Notes, Disclaimers or Caveats
Off-Premise Extension (OPX)		
Music/Message on Hold Capability (Vendor-Provided Source Recordings)		
Mobile application integration for IOS and Android		
Hunt Groups		
SoftPhone PC integration compatible with Windows 7, Windows 10, Windows 11 and the current Edge and, Internet Explorer browsers.		
Priority Alert - make your phone ring differently based on specific call.		
User Portal & Admin Web Portal		
Voicemail to email		
Voicemail transcription - voice messages are transcribed to text and email to the user along with a WAV file		
Simultaneous Ring		
Selective Call Acceptance		
Selective Call Rejection		
Speed Dialing - 4 Digits or less requested		
Solution must include both Administrative Portal for MACD (Moves, Adds, Changes, and Disconnects) functionality.		
Solution must also include an End-user portal for approved end user changes.		
Ability to send SMS messages through the phone system		
99.9% availability and uptime		
Operate in a facility that is located within the United States		
Required integration to Trapeze IVR solution		

Requested Features/Services	Feature Included in Service Yes/No	Notes, Disclaimers or Caveats
Minimal Call Queue Requirements (Basic)		
Call queue extension calling		
Round-robin (Longest Idle)		
Ring all (All available agents)		
Linear hunt - (Available agents in predefined order)		
Linear cascade – (Groups of agents in predefined order)		
Call Park - (Places caller on hold until agent can answer)		
Message on hold		
Music on hold		
Record Calls		
Call downloading capability for managers		
Statistical reporting		
Max hold time		
Average hold time		
Call abandonment times		
Hang-ups on customer side versus call center side		
Time reporting down to at least 15 minute increments		
Minimal Call Queue Requirements (Pre Queue Options)		
Unlimited Max Expected Wait (Seconds) before queue is unavailable		
Unlimited Max Callers in Queue before queue is unavailable		
Music on hold		
Callback option – Allows caller to opt for a callback instead of waiting if time conditions are met		

Requested Features/Services	Feature Included in Service Yes/No	Notes, Disclaimers or Caveats
Forward if unavailable – forwards to designated extension		
Minimal Call Queue Requirements (In Queue Options)		
Queue ring timeout (sec) - How long the queue will attempt to ring agents before following an exit option		
Adjustable wrap-up time (minutes) - How long an agent has to wrap up previous call before taking another		
Agent ring timeout (sec)- How long the queue will attempt to ring agents before moving on to the next available		
Forward if unanswered - Forwards callers to an extension if the agents fail to answer before the queue ring timeout.		
Call Center System Requirements (Minimal)		
14 CSRs + 2 Managers		
CSR queue login		
Setup/Manage multiple call queues		
Skill level queue assignment		
Silent monitoring through secondary extension		
Report based activity reporting by date/time, group/queue, and CSR		
Ad hoc reporting capability		
Call wallboard functionality		
Screen pop capability - the "population" of caller information on a call agent's computer screen during the call.		
Shared Corporate Directory (listing shared contacts, sortable by first name, last name, extension, group, location) this directory must be viewable only by designated staff.		
2. Installation		
Onsite installation of all hardware/software?		
Testing and system conversion included?		

Requested Features/Services	Feature Included in Service Yes/No	Notes, Disclaimers or Caveats
Publicly listed phone and fax number porting included?		
Phased conversion installation method acknowledged?		
3. Training		
Onsite session for local system administrators		
Onsite session for local call center system administrators		
Onsite session for call center end users		
1 individual onsite session (per office) for end users		
Online computer-based training (CBT) included for ongoing and follow-up training		
4. Maintenance & Support		
Terms provided for "In scope" and "out of scope" maintenance and supports service?		
Support services provided Monday thru Friday, 8:00 am to 5:00 pm (CST) for routine service requests?		
24/7/365 support service provided for issues deemed as urgent?		
5. Software Upgrades		
Generation and version number of all applicable software being proposed included?		
Software and revisions presented as latest "stable" release?		
Software upgrades, patches or system revisions subsequently developed to correct problems or malfunctions provided at no additional charge, regardless of the inclusion of enhancements, for the full term of the contract?		
Agree to provide software updates and enhancements throughout the full term of the contract?		

END OF SECTION

**THE FOLLOWING ATTACHEMENTS MUST
BE FILLED OUT COMPLETELY BY THE BIDDER:**

- Cover page
- Summary of Proposal Requirements
- Price Proposal form
- Federal Clauses for signature
- Delinquent personal property statement
- Buy America
- Disclosure of lobbying activity
- Authority to reject all bids
- Non Collusion affidavit
- DBE affidavit
- ACH Payment Authorization
- Bureau of Workers Compensation Certificate
- Employer Liability Insurance Certificate
- Commercial General Liability Insurance Certificate
- Commercial Auto Liability Insurance Certificate
- Proposers Warranty Information (as required)

Authorized Signature

Title

Signature Name Printed

Title Printed

Company Printed

Date

ATTACHMENT – FEDERAL CLAUSES FOR SIGNATURE

Please sign and date each clause as required:

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 CFR part 180

2 CFR part 1200

2 CFR § 200.213

2 CFR part 200 Appendix II (I)

Executive Order 12549

Executive Order 12689

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government Wide Debarment and suspension (Non-procurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and sub-Proposers are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date: _____

Signature: _____

Company Name: _____

Title: _____

ATTACHMENT- DELINQUENT PERSONAL PROPERTY STATEMENT

_____, 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 Summit County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Summit 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 Summit 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 METRO and the bidder 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 *

Company _____

Signed by _____

Name / Title _____

Date _____

State of _____

County of _____

NOTARY PUBLIC

SEAL

MY COMMISSION EXPIRES _____

* Mark "N/A" if not applicable

ATTACHMENT- BUY AMERICA

Certification requirement for procurement of steel, iron, or manufactured products.

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Company _____

Signed by _____

Name / Title _____

Date _____

bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Company _____

Signed by _____

Name / Title _____

Date _____

ATTACHMENT- DISCLOSURE OF LOBBYING ACTIVITIES

**31 USC § 1352
2 CFR § 200.450
CFR part 200 Appendix II (J)
49 CRF part 20**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 A-48 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

Name of Bidder _____

Address _____

City/State _____

Name of Contractors Authorized Official _____

Title of Contractor's Authorized Official _____

Signature of Contracts Authorized Official _____

MUST BE COMPLETED BY BIDDER

NOTE;

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

Name of Business _____

Address _____

City/State _____

ZIP _____

Signature of Officer, Partner, or Owner _____

Name and Title _____

MUST BE COMPLETED BY BIDDER

NON-COLLUSION AFFIDAVIT

This affidavit is to be filled out and executed by the bidder; 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 his/her 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 proposal 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 OF AFFIDAVIT

NOTARY PUBLIC

SEAL

MY COMMISSION EXPIRES

AKRON METRO RTA

AFFIDAVIT OF INTENDED DISADVANTAGED BUSINESS ENTERPRISE

State of _____

County of _____

Comes now _____ of lawful age, and being duly sworn
(Name of the individual)

upon his/her oath states as follows:

This affidavit is made for the purpose of complying with that part of the specifications of the Akron Metro Regional Transit Authority's DBE program, which requires that

(Name of Bidder)

as a Contractor/vendor bidding on the project, sets forth the names of certified disadvantage Contractors, subcontractors, and suppliers with whom it will contract if awarded a contract for this project, the area(s) and scope of work and corresponding NAICS code of each listed Contractor, subcontractor, and supplier and the approximate dollar amount of each listed item and corresponding NAICS Code.

That the following list is true and accurate to the best of my knowledge:

<u>Contractor</u>	<u>Description</u>	<u>Corresponding NAICS Code</u>	<u>Dollar Amount</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I certify that _____ is _____ is not a disadvantaged
(Firm Submitting Bid)

owned business as defined in DOT 49 CFR Parts 23 and 26.

That I am authorized to make this affidavit in my capacity as _____
(Title)
of this bidder.

Dated this _____ day of _____, 20 _____.

(Name of Company)

By: _____
(Affiant) *(Title)*

Email: _____

Subscribed and sworn to before me this _____ day of _____, 20 _____.

(Notary Public)

My Commission Expires: _____ (SEAL)

AKRON METRO RTA

AFFIDAVIT OF DISADVANTAGED BUSINESS ENTERPRISE

(TO BE COMPLETED BY EACH DISADVANTAGED BUSINESS ENTERPRISE THAT IS BEING UTILIZED)

State of _____

County of _____

I hereby declare and affirm that I am the _____
(Title)

and duly authorized representative of _____
(Name of Company)

whose address is _____

I hereby declare and affirm that I am a disadvantaged business enterprise as defined by Akron Metro Regional Transit Authority in the Instructions to Bidders for Contract RFP #2023-03 and that I will provide the information requested by the Akron Metro Regional Transit Authority to document this fact.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

By: _____
(Affiant) *(Date)*

On this _____ day of _____, 20____, before me, _____, known to me to be the person described in the foregoing affidavit and acknowledged that he/she executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Notary Public)

My Commission (SEAL)

Expires: _____

AKRON METRO RTA

DBE UNAVAILABILITY CERTIFICATION

(See Good Faith - Section II, Paragraph 30, D.)

_____ *(Affiant)* _____ *(Date)*
of _____ certify that prior to
(Prime or General Bidder)

the bid opening date, I contacted the following DBE contractors to obtain a bid/proposal for services/supplies necessary to be performed on the Akron Metro Regional Transit Authority Legal Notice #RFP 2023-03

Disadvantaged Service/Supplies

Date	Contractor <i>(Must be DBE)</i>	Item(s) Sought <i>(i.e., Unit Price, Material & Labor, Labor Only, etc.)</i>

Attach a detailed narrative of efforts made to involve disadvantage contractor(s), subcontractor(s) and suppliers which should answer, but not be limited to, the specific affirmative action steps, as detailed in Section II Paragraph 29, C.

To the best of my knowledge and belief, said disadvantaged contractor(s) was unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a bid/proposal for the following reasons:

Signature: _____
(Prime or General Contractor)

Date: _____

_____ was offered an opportunity
(DBE firm)
participate in the above-identified Legal Notice on _____ by _____
(date) *(Source)*

ACH payment authorization form

Vendor Name: _____

I (we) hereby authorize Akron Metro Regional Transit Authority (METRO), to initiate automatic deposit (credits) to my account at the financial institution named below. Additionally, I authorize METRO to make any debit entries/adjustments for any errors in credit entries.

Further, I agree not to hold Akron Metro RTA responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds into my account.

This authority is to remain in full force and effect until METRO has received written notification of cancellation from me or my financial institution and that the origination of the ACH transactions to my (our) account must comply with the provisions of U.S. law.

BANK ACCOUNT INFORMATION:

Account Name (Type or print)

Name of Bank

_____ Checking Account or _____ Savings Account

Vendor contact Information:

Address: _____

Phone: _____ Email: _____

Name/Title: _____ Date: _____

Authorize signature: _____

Email address for payment notification: _____