



The regional transit authority for Lake County

Mailing Address: P.O. Box 158 • Grand River, Ohio 44045-0158
Street Address: 555 Lake Shore Boulevard • Painesville, Ohio
44077 Phone: (440) 350-1000 • Fax: (440) 354-4202

REQUEST FOR QUALIFICATIONS

For

Design/Engineering/Construction Management for Redesign of
Wickliffe Park-n-Ride lot & Electric Bus Infrastructure Installation

PROPOSALS DUE BY: February 4, 2019 at 11:00am

Pre-proposal Meeting: January 17, 2019 at 11:00am

Issue Date: December 17, 2019

Contact: Andrea Aaby, Procurement & Grants Specialist

Telephone Number: (440) 350-1022

FAX Number: (440) 354-4202

E-Mail: aaaby@laketransit.com

1.0 GENERAL

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

1.1 Purpose

LAKETRAN seeks proposals from qualified firms for design, engineering, and construction management for installation of electric bus charging infrastructure and reconstruction of Wickliffe Park-n-Ride lot.

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

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

1.2 Due Date and Location

Proposals are due in LAKETRAN's offices by: February 4, 2019.

Proposals received after that date and time will not be accepted.

LAKETRAN's offices are located at 555 Lake Shore Boulevard, Painesville Township, Ohio 44077. This address should be used for overnight delivery, UPS, etc.

The mailing address for LAKETRAN is Box 158, Grand River, Ohio 44045-0158. This address should only be used for U.S. Mail. Proposers are cautioned that delivery of regular and overnight Mail to the P.O. Box may be delayed and that the P.O. Box should not be relied upon for on-time delivery of your proposal unless additional days delivery time is allowed for.

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

Design/Engineering/Construction Management
Due February 4, 2019

Proposer bears total responsibility for ensuring their proposal is complete and arrives on time.

Proposals submitted by Fax will not be considered.

Proposer must comply with each and every requirement of this RFP to be considered responsive.

1.3 Schedule

The following schedule will be followed for this procurement:

December 18, 2018	Issuance of RFP
January 17, 2019 at 11:00am	Pre-Proposal Conference at Laketran HQ
February 4, 2019 at 11:00am	Submissions Due
February 6-7, 2019	Interviews
February 25, 2019	Laketran Board of Trustees Meeting – award of contract

1.4 Length of Time Proposals Shall be Good

Proposals shall be good for ninety (90) days.

The length of time proposals shall be good - plus the schedule for the project - will be automatically extended by the amount of time required for LAKETTRAN and the Federal Transit Administration to process any Single Proposal (Section 1.23 below).

1.5 Number of Copies and Delivery

One (1) original plus three (3) copies of Proposer's proposal/proposals must be submitted. Please include one (1) electronic copy of the proposal(s) either on CD or USB (this is for administrative purposes only).

1.6 Proposal Bond, or Certified or Cashier's Check

Not Required.

1.7 Performance Bond

Not Required.

1.8 Minimum Specifications

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

1.9 Request for Clarification/Approved Equal (RFAE)

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

Section 1.3 above.

Please note the items specified herein were selected through product comparisons and evaluation. Proposed alternates must match dimensions, finishes, performance and design features of the products specified herein. Catalogs, product information and/or specifications must accompany all RFAE's.

Proposers whose product or service exceeds the minimum specifications herein need not submit an RFAE. Such Proposers may be required to prove they exceed these minimum specifications before being awarded a contract.

1.10 Disadvantaged Business Enterprise (DBE)

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBEs) is 10 percent.

Laketrans overall goal for DBE participation is 5.85 percent.

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

The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment from that work from Laketrans.

The Contractor must promptly notify Laketrans whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Laketrans.

Should you have any questions regarding the DBE Program, please contact Andrea Aaby aaaby@laketrans.com.

1.11 Presentations

LAKETRAN may ask Proposer to explain elements of their proposal.

1.12 Inquiries

All questions pertaining to this RFP should be directed to Andrea Aaby, Procurement and Grants Specialist, at (440) 350-1022 or sent to aaaby@laketrans.com.

1.13 Clarifications, Approved Equals, Supplements

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

1.14 Form of Proposal

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

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

1.15 Explanations (Written and/or Oral)

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

1.16 Alternate Proposals

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

1.17 Withdrawal of Proposal

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

1.18 Consideration of Proposal

For IFB's, all proposals received in conformity with these specifications shall, as soon as possible, be tabulated and become a public record.

For RFP's, no information will be released about any proposer or proposal until a contract award is made.

1.19 Rejection or Acceptance of Proposal

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

considered as the proposal price.

1.20 Unacceptable Proposals

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

1.21 Tie-Breaking (IFB only)

Not Required.

1.22 Right to Perform Pre-Award Survey (IFB only)

Not Required.

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

Not Required.

1.24 Vehicle Trade-ins

Not Required.

1.25 Award of Contract

Award will be made to the responsive, and responsible offeror whose proposal will be most advantageous to LAKETRAN, according to the criteria listed in the RFP. A responsive proposal is one which complies with the terms, conditions and specifications of this RFP. A responsible proposal is one submitted by a company or joint venture possessing the capability and capacities to perform as required by this RFP.

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

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

1.26 Contractual Terms and Conditions

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

1.27 Cost of Preparation

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

LAKETRAN.

1.28 Additional Information, Rejection

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

1.29 Terminology

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

1.30 Late Proposals

Proposals received by LAKETRAN after the exact time set for receipt in Section 1.2 above are considered "late". Late proposals will be considered only if received before contract award, and the following objective, bona fide proof is submitted showing reason or cause for delay as follows:

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

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

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

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

1.31 Protests

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

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

STEP 1 - Protest must be made in writing and addressed to the General Manager no later than (1) three days before the scheduled proposal due date, (2) three days after the proposal opening, or (3) three days after contract award, as applicable. Such protest must cite what the solicitation was for, and for what reason the protest is lodged.

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

STEP - 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 LAKETRAN, with LAKETRAN's legal counsel serving as arbitrator on the matter. Request for such a hearing must be made within 15 working days of the original date the protest was filed.

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

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

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

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

2.0 TERMS AND CONDITIONS IN CONTRACT FORM

2.1 Independent Contractor

CONTRACTOR, for purpose of this agreement shall be considered as an independent CONTRACTOR who covenants and agrees to perform and/or deliver for the stated compensation herein, all of the services and/or equipment described under the section of this contract titled Scope of Work. CONTRACTOR agrees to complete the work in a workmanlike manner with a high degree of professionalism and to ensure the accuracy and timeliness of the services rendered herein under.

2.2 Contractor's Obligation

The general obligation of the successful bidder (hereinafter variously referred to as CONTRACTOR or successful bidder) shall be to transfer and deliver the goods and services specified in complete accordance with the terms, conditions and specifications of this Invitation-for-Bid.

2.3 Buyer's Obligation

The general obligation of LAKETRAN shall be to accept conforming delivery and conforming goods and services and to pay in accordance with the terms, conditions and specifications as bid upon.

2.4 Scope of Work

The scope of work to be performed by CONTRACTOR under this contract is based on LAKETRAN's Invitation-for-Bid and Addendum(s), if any, plus CONTRACTOR's proposal - which are herein incorporated by reference as if replicated in their entirety - as follows:

LAKETRAN

Request for Proposals -
Addendum(s) #

Date
Date(s)

CONTRACTOR

Proposal -

Date

2.5 Contract Period

At all times during the contract period, the CONTRACTOR agrees to the following:

- A. CONTRACTOR agrees to commence work upon written receipt of its bid acceptance and approval along with the notice to proceed from LAKETRAN.
- B. The term of this contract shall be for ____ year(s). CONTRACTOR agrees to commence performance of this contract as stated in the bid specifications and the bid award on _____ and to complete same on or before _____.

2.6 Cost

The cost of this contract shall be \$ _____ per item for a total price not to exceed \$ _____ as stated in LAKETRAN's bid award.

2.7 Performance Bond/Insurance

No performance bond will be required in connection with the performance of this contract.

CONTRACTOR shall list LAKETRAN as an “also named” on its insurance bond.

2.7 Performance Guarantee

2.7.1 For Construction Projects only:

For construction projects, Contractor shall supply the payment and performance bond required by §153.57 of the Ohio Revised Code if he did not supply the combined bid, payment and performance bond required by §153.571 of the Ohio Revised Code with his bid.

2.7.2 For Non-Construction Projects of \$25,000 or more only:

A performance guarantee in the form of a certified check, performance bond, cashiers check or an irrevocable letter-of-credit, in an amount equal to 5% of the value of this contract shall be posted by Contractor with LAKETRAN within twenty-one (21) days of notice that it is required.

The guarantee is required to ensure the goods and/or services purchased via this procurement are built and/or delivered in accordance with LAKETRAN's specifications. It does not cover maintenance or warranty of the goods or any subcomponent thereof. It will be forfeited by Contractor as partial or complete settlement of damages, as determined by LAKETRAN, should Contractor fail to perform as contracted for.

Any performance bond must be written by a company authorized to write bonds in the State of Ohio and must be listed in the latest edition of U.S. Treasury Circular 570, or having a rating by A.M. Best of B+ or better, and must show sufficient bonding capacity to bond the performance required under this contract. The bond must meet the approval of LAKETRAN's Legal Counsel.

Performance bond will be returned to manufacturer within thirty (30) days of contract completion.

2.8 Notice to Proceed

LAKETRAN will furnish CONTRACTOR written direction to commence delivery hereunder entitled "Notice to Proceed" within ten (10) days after receipt by LAKETRAN of the required performance bond, insurance certificates or such other documentation which CONTRACTOR is

required to submit for LAKETRAN approval prior to performance under this Contract. LAKETRAN shall not be responsible for any costs of any type whatsoever incurred by CONTRACTOR prior to the issuance of the Notice to Proceed. The date of the Notice to Proceed shall be the official date from which all scheduled activities and requirements are computed.

2.9 Contract Modification

No change or modification of the terms and conditions of this agreement may be made unless:

- A. Any proposed change in this contract shall be submitted to LAKETRAN for its prior written approval. The General Manager may at any time, by written order only, make changes within the general scope of the contract. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under the contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or completion schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the CONTRACTOR for adjustment under this clause must be asserted within 30 days from the date of receipt by the CONTRACTOR of the notification of change; provided, however, that the General Manager, if he or she decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under the contract.
- B. Any modification made must be in writing and attached to the contract in the form of an amendment, and signed by both parties signifying agreement to the modification.
- C. Any contract modifications, if granted by LAKETRAN, will not operate as a release to the CONTRACTOR from the covenants and conditions of this contract outside of the nature of the expressed modification nor shall same be considered as a waiver for any breach of contract damage claim which may be made by LAKETRAN.
- D. Any modification agreed to by and between LAKETRAN and the CONTRACTOR must be in compliance with Section 306.43 of the Ohio Revised Code and is subject to Federal Transit Administration concurrence if needed.

2.10 Subcontract Approval

Any subcontract the bidder may wish to enter into must be approved by LAKETRAN prior to the execution of the subcontract, and all the requirements of these terms and conditions must be included within said subcontracts to gain approval of LAKETRAN.

2.11 Substitution of Subcontractor/Independent Contractor

Any substitution of a subcontractor or independent CONTRACTOR must be furnished in writing to LAKETRAN for the purpose of determining and maintaining the intent of LAKETRAN's disadvantaged business enterprise goals.

2.12 Disadvantaged Business Enterprise

It is the policy of the United States Department of Transportation that disadvantaged business enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently the United States Department of Transportation requirements of 49 CFR Part 26

apply to this agreement and same shall be incorporated into this contract by this reference.

The CONTRACTOR and/or any of its subcontractors must agree to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or CONTRACTORS shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. CONTRACTOR and/or its subcontractors shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the award and performance of any Department of Transportation assisted contracts, be they Federal or state contracts.

The CONTRACTOR, including any of its officers or holders of a controlling interest, are obligated to inform LAKETRAN whether or not it or any of its subcontractors has been placed on any debarred bidder's list maintained by the United States Government. If the CONTRACTOR or its subcontractor should be included on this list during the performance of this contract, it shall so inform LAKETRAN in writing immediately upon receipt of such knowledge.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 49 CFR part 26.109. We also will consider similar action under our own legal authorities, including responsibility determinations in future contracts.

Invoicing for DBE firms must be separately identified on prime contractor's bills.

2.13 Equal Employment Opportunity

CONTRACTOR shall comply with and have each of its subcontractors comply with the Department of Labor's regulation outlining "Equal Employment Opportunity", as supplemented in 41 CFR Part 60. CONTRACTOR shall comply with and have each of its subcontractors to have an affirmative action plan which declares that they do not discriminate on the basis of race, color, religion, national origin, sex, or age and which specifies goals and target dates to insure the implementation of any such plan.

CONTRACTOR further agrees that during the performance of this contract to comply with the Standard Title VI Assurances as listed below:

A. Compliance with Regulations

The CONTRACTOR shall comply with the regulations relative to non-discrimination in federally-assisted programs of the United States Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, [29 U.S.C. § 623, 42 U.S.C. § 2000, 42U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.] as they may be amended from time to time (hereinafter referred to as the "Regulations") which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination

The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under the subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, religion, age, sex, or national origin.

D. Information and Reports

The CONTRACTOR shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by LAKETRAN or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required of a CONTRACTOR and is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to LAKETRAN, or the Federal Transit Administration, as appropriate and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance

In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this contract, LAKETRAN shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

1. Withholding of payment to the CONTRACTOR under the contract until the

CONTRACTOR complies, and/or

2. Cancellation, termination or suspension of the contract, in whole or in part.

F. Incorporation of Provisions

The CONTRACTOR shall include the provisions of Paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as LAKETRAN or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request LAKETRAN to enter into such litigation to protect the interests of LAKETRAN and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

2.14 Noncompliance (EEO/DBE)

In the event of the CONTRACTOR's noncompliance with the Disadvantaged Business provisions of this contract, LAKETRAN shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

- a. Withholding of payments under the contract until the CONTRACTOR complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.
- c. Suspension from participation in future LAKETRAN contracts.

2.15 Delivery

Throughout this project and in this contract, the terms delivery and completion are used interchangeably.

CONTRACTOR shall tender performance and/or completion of this project in the manner and at the place and time specified in the IFB. All deliveries are to be F.O.B. destination at LAKETRAN, 555 Lake Shore Blvd, Painesville Township, Ohio 44077 or as otherwise designated on the bid form by LAKETRAN. It is agreed that the bid prices include freight.

Laketran does not have a loading dock. Laketran can make available a 5,000 lb. forklift with 3' forks, provided it is operable and not otherwise engaged, plus an operator. If a delivery for Laketran is mixed with other loads on the same truck, Laketran's load shall be segregated so it can be reached from a ground-based forklift with 3' forks. Delivery can occur between 07:00 am and 4:00 pm. CONTRACTOR shall check with Laketran's Maintenance Manager, at 440-350-1036.

2.16 Payment

Payment will be made against approved invoices within thirty (30) working days of acceptance. Payment will only be made for goods and services accepted. For goods and services accepted which acceptance is later revoked prior to payment, the payment will be withheld until defects in the nonconforming goods or services are cured and accepted. In the case of serial deliveries and serial invoicing, LAKETRAN reserves the right to deduct overpayments from current invoice amounts.

Payment does not waive the later revocation of acceptance.

Payment terms and warranty coverage begin at time of acceptance. Procedures for acceptance are in Section 3 of this IFB.

All invoices shall be mailed to: Accounts Payable, LAKETRAN, P.O. Box 158, Grand River, Ohio 44045.

Late payments will accrue no interest.

2.16.1 Prompt Payment (Prime Contractors)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from Laketran. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Laketran. This clause applies to both DBE and non-DBE subcontractors.

2.17 Liquidated Damages

Time is of the essence in this contract. The CONTRACTOR will pay LAKETRAN the sum of \$100.00 per each calendar day, excluding weekends and statutory holidays, that the products solicited by this RFP are delayed beyond the delivery stipulated under Section 5 and as bid upon subject to extensions granted thereto in writing. The CONTRACTOR agrees to pay such liquidated damages herein provided commencing with any late delivery after the last date of delivery specified in CONTRACTOR's bid and continuing until the total order is complete and, in case the same are not paid, agrees that LAKETRAN shall deduct the amount thereof from any money due or to become due the CONTRACTOR under the contract.

The CONTRACTOR may be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work beyond the time named in these specifications caused by acts of God, or of the public enemy, fire, floods, epidemics, strikes, labor disputes, and freight embargoes, or other causes beyond his/her reasonable control, provided that the CONTRACTOR shall notify LAKETRAN in writing of the causes of delay within 7 days from the beginning of any such

delay. LAKETRAN's shall ascertain the facts and extent of the delay, and its findings thereon shall be final and conclusive. CONTRACTOR has the burden of proof that the delay was beyond his/her control.

2.18 Taxes

The contract price or prices for the commodities contained in the contract are subject to increase or decrease by the amount of any additional tax or taxes or reduction of such tax or taxes, as the case may be, affecting such commodity imposed by or under authority of the Federal government or the State of Ohio which may be enacted after receipt of bids for this contract and such changes shall continue in effect during the existence of such change in the tax or taxes; provided, however, that in the event of any increase in cost, a claim shall be presented by the CONTRACTOR within thirty (30) days of the imposition of such tax and such claims shall be supported by evidence of such additional tax, satisfactory to LAKETRAN. Reductions in taxes will be deducted from the contract price.

As a political subdivision of the State of Ohio, LAKETRAN is exempt from all sales, excise, federal gasoline, and transportation taxes, except State of Ohio gasoline and federal Superfund taxes. The price or prices bid, whether a unit price, lump sum price, lot price, or a trade discount from catalog list prices, shall be exclusive of all such taxes. Our tax exempt number is A-418662.

2.19 Inspection

LAKETRAN reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing process and shall have the right to reject all materials and workmanship which do not conform with the specifications; provided, however, LAKETRAN is under no duty to make such inspection and, if no such inspection is made, the CONTRACTOR shall not be relieved of any obligation to furnish materials and workmanship strictly in accordance with the specifications. FTA and ODOT shall be accorded the same inspection rights reserved by LAKETRAN in this clause. LAKETRAN will receive conforming deliveries for purposes of inspection. Acceptance of goods and services will not occur until after inspection or until a reasonable time for inspection has elapsed.

Except as otherwise provided in this contract, the CONTRACTOR shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection. After delivery to LAKETRAN at the designated point and prior to acceptance by LAKETRAN or rejection and giving notice thereof by LAKETRAN, LAKETRAN shall be responsible for the loss, destruction of, or damage to the supplies. The CONTRACTOR shall bear all risks as to rejected supplies after CONTRACTOR retakes possession and/or control of such supplies.

LAKETRAN may test deliveries before or after acceptance for conformance with the specifications. Such tests may be performed by independent laboratories. Where test results indicate nonconforming goods, the delivery and the goods will be rejected and the cost of the test charged to CONTRACTOR. Where acceptance has preceded testing, acceptance is deemed

conditional and subject to revocation. LAKETRAN may reject goods and services and may revoke its acceptance without testing.

2.20 Explanations (Written and/or Oral)

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

2.21 Audit and Inspection of Records

Upon reasonable request, the bidder shall permit the authorized representative of LAKETRAN, the Auditor of the State of Ohio, their agents, plus the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all work, material, payroll and other data and records relating to its performance under this contract. Results of such Audit or Inspection - plus information gained from same - will not be released by LAKETRAN except to the U.S. Department of Transportation or Controller General, or the Auditor of the State of Ohio.

2.22 Right to Adjust Cost

If LAKETRAN determines during the life of the contract that data submitted by the CONTRACTOR/bidder is not correct, incomplete, or inaccurate, LAKETRAN shall negotiate a downward adjustment in cost.

2.23 Failure to Meet Specifications

The delivery of any services, supplies or equipment hereunder which do not in all respects conform to specifications will be rejected and the CONTRACTOR (successful bidder) notified at once of such rejection and the reason therefore, which notice shall be confirmed in writing. If the said CONTRACTOR fails to effect immediate replacement of such rejected services, supplies or equipment meeting the requirements of the order and of these specifications, LAKETRAN will purchase in the open market supplies of the character required under the order up to the amount rejected, and the said CONTRACTOR and his surety shall be liable to the LAKETRAN for any excess cost and expense occasioned LAKETRAN thereby.

2.24 Quantity and Quality

CONTRACTOR agrees to deliver goods and services of the kind and quality specified and in the quantities specified. In the case of a requirements contract, the IFB specifies estimates of LAKETRAN's needs for the contract duration. It is agreed that such estimates are presented for bid evaluation purposes only and are not to be considered firm requirements. Actual requirements may exceed or be less than these estimates.

2.25 Warranties

CONTRACTOR warrants that for a period of one (1) year (or for such longer period as prescribed by the specifications) following acceptance of the goods and services delivered

hereunder, the goods and services are free of defects in materials and workmanship and further warrants that such goods and service are suited for the purposes intended and are of merchantable quality. CONTRACTOR further warrants that it holds good and marketable title in the goods delivered, and that such goods are free of all liens, security interests or other encumbrances. CONTRACTOR agrees that in the event the goods or services are not as specified herein and as warranted in these specifications, it will promptly cure the defect at its sole cost and expense. CONTRACTOR further agrees to indemnify LAKETRAN for all costs and damages, both incidental and consequential, resulting from the delivery of goods and services which fail to meet the aforesaid warranties. It is agreed that the goods and services provided hereunder are regarded as consumer goods and services.

2.26 Indemnification

1. To the fullest extent permitted by law, the CONTRACTOR shall, at his sole cost and expense, indemnify, defend, satisfy all judgements, and hold harmless the LAKETRAN and its agents, representatives, and employees from and against all claims, actions, judgements, costs, penalties, liabilities, damages, losses and expenses, including but not limited to attorney's fees and worker's compensation benefits arising out of or resulting from the performance of this contract, provided that any such claims, action, judgement, cost, penalty, liability, damage, loss or expense is:
 - A. Attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the goods) including the loss of use resulting therefrom, and
 - B. Caused in whole or in part by a negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone to whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
 - C. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. In any and all claims against the LAKETRAN or any of its agents, representatives or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under worker's compensation acts, disability acts or other employee benefits acts. As between CONTRACTOR and LAKETRAN, CONTRACTOR waives its immunities under O.R.C. Chapter 4123.
 - A. LAKETRAN will notify CONTRACTOR within five working days of it making a claim against that CONTRACTOR or within five working days of LAKETRAN learning that a third-party has made a claim against the CONTRACTOR.

3. No provision of this paragraph shall give rise to any duties on the part of the LAKETRAN or its agents, representatives or employees.

2.27 Hold Harmless

The CONTRACTOR agrees to hold LAKETRAN harmless from liability resulting from the

CONTRACTOR'S acts or omissions within the terms of this agreement; provided, however, the CONTRACTOR shall not hold LAKETRAN harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of incident to, or resulting directly or indirectly from the negligence of LAKETRAN, its officers, agents, representatives, or employees.

2.28 Disputes

A. Except as otherwise provided in this solicitation, any dispute concerning a question of fact arising hereunder which is not disposed of by agreement shall be decided by LAKETRAN, who shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the bidder or CONTRACTOR. The decision of LAKETRAN shall be final and conclusive. In the event of a dispute after award of a contract, the CONTRACTOR shall proceed diligently with the performance of the contract in accordance with LAKETRAN's decision.

B. The laws of the State of Ohio will prevail and remedy - if any - will be pursued in Lake County, Ohio.

2.29 Rights Upon Breach

In addition to any rights reserved to LAKETRAN hereunder, the rights of the parties hereto shall be governed by the law of the State of Ohio as set forth at Chapters 1301 and 1302 O.R.C. It is agreed that the rules therein shall have equal application to the delivery of services required by this agreement.

2.30 Notification of Proceedings

LAKETRAN will give the CONTRACTOR prompt notice in writing of the institution of any suit or proceeding and permit the CONTRACTOR to defend same and will give all needed information, assistance, and authority to enable the CONTRACTOR to do so. The CONTRACTOR will similarly give LAKETRAN immediate notice of any suit or action filed or prompt notice of any claims made against the CONTRACTOR arising out of the performance of this contract. The CONTRACTOR shall furnish immediately to LAKETRAN copies of all pertinent papers received by the CONTRACTOR.

The sending or giving of any notice, invoice, or statement by U.S. Mail, postage prepaid by either party hereto, addressed to the other at the respective addresses shown in the preamble to this contract.

2.31 Termination/Breach of Contract

A. For Cause

If, for any cause, the CONTRACTOR shall fail to fulfill its obligations under this contract within the time specified herein plus any extension thereof, or if the CONTRACTOR shall violate any of the terms and conditions of this contract, or CONTRACTOR so fails to make progress as to endanger performance of this contract in

accordance with its terms and if CONTRACTOR does not cure such failure within ten (10) days of receiving notice from Laketran, Laketran will therefore have the right to terminate this contract by giving written notice to the CONTRACTOR of such termination specifying the effective date thereof. Thereafter, Laketran may have the work completed and the CONTRACTOR shall be liable for any resulting cost to Laketran.

If, after serving the notice of termination for default, LAKETRAN determines that the CONTRACTOR had an excusable reason for non-performance (i.e., such as strike, flood, fire or other event that is clearly not the fault of and outside the control of the CONTRACTOR) LAKETRAN, at its sole discretion, may allow the CONTRACTOR to continue work on the contract. This continuance must be preceded by a written amendment to the contract, as discussed above under Contract Modification.

At its option, CONTRACTOR may attempt to remedy the deficiency within a 10-day period. Corrective measures shall be started within three (3) days of the notice-to-termination and completed within the 10-day period. LAKETRAN shall have the sole right to determine whether such measures are sufficient, adequate and acceptable.

If at any time it shall be found that any person, firm, or corporation to whom this contract has been awarded has, in presenting any proposal, was in collusion with any other party or parties hereto, then the contract so awarded shall be voidable by LAKETRAN; and the CONTRACTOR shall be liable to LAKETRAN for all loss or damage which LAKETRAN may suffer thereby.

B. For Convenience

If, at any time, the purchaser or the CONTRACTOR find that they cannot fulfill the terms and conditions set forth herein because of circumstances beyond their control, this contract may be terminated by giving written notice specifying the effective date of termination. Notification must be given at least ten (10) days prior to the effective date of such termination. Bankruptcy by the CONTRACTOR shall be grounds for termination for convenience. CONTRACTOR shall be paid for that portion of the work which has been performed up to the date of termination.

2.32 Assignment

The CONTRACTOR shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title, or interest in or to the same or any part thereof without prior written consent of LAKETRAN endorsed thereon or attached thereto. Should said assignment be made by Court order, all rights and obligations of the CONTRACTOR under this contract shall fall to and be incumbent upon CONTRACTOR's successors and assigns.

Similarly, Laketran reserves the right to assign all or part of this contract, including all or part of any optional quantities, to any other transit agency with CONTRACTOR's prior written consent.

2.33 Covenant Against Contingent Fees

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this covenant, LAKETTRAN shall have the right to annul this contract without liability or at its discretion, to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

2.34 Patent Rights

Contractor agrees to comply with 37 CFR Part 401 and 49 CFR Parts 18 and 19. Bidders are hereby notified that under no circumstances may a patent be applied for under work or services purchased within the scope of these specifications, and that any attempt to circumvent FTA's requirements and regulations under any contract which may be let for research and design will result in termination of any and all agreements.

2.35 Release of Information

CONTRACTOR agrees not to release data or information about the results of the agreed upon project to any person outside of LAKETTRAN without first obtaining written authorization to release such information from LAKETTRAN.

2.36 Ownership of Documents

LAKETTRAN and FTA will become the sole and exclusive owners of all documents prepared by the bidder upon payment for same by LAKETTRAN, except any documents which may be protected by patent, lease or other written documents which provide proof of ownership plus production drawings, bills of material, purchase orders, etc.

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

The CONTRACTOR shall, at its own expense, defend all suits or proceedings instituted against LAKETTRAN and pay any award of damages assessed against LAKETTRAN in such suits or proceedings, insofar as the same are based on any claim that materials furnished or work performed under the contract constitutes an infringement of any patent, trade secret, copyright, or any other proprietary right to which LAKETTRAN claims ownership.

2.37 Retention of Records

CONTRACTOR shall retain all records pertaining to this contract for a minimum of three (3) years from the date of all services to LAKETTRAN and release of all retainage by LAKETTRAN to CONTRACTOR.

2.38 Workmens' Compensation Act

The CONTRACTOR shall comply with the State law known as the Workmens' Compensation

Act and shall pay into the State insurance fund the necessary premiums required by the Act.

Any and all of the employees of CONTRACTOR while engaged in the performance of any work required by CONTRACTOR under this agreement shall be considered to be employees of CONTRACTOR only and not of LAKETRAN, and any and all claims that may arise from the Workers Compensation Act on behalf of said employees while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of CONTRACTOR's employees while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of CONTRACTOR.

The CONTRACTOR may provide certifications in lieu of the above if said is a qualified self-insurer of Workers Compensation.

2.39 Social Securities Act/Unemployment Compensation, Etc.

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 hereafter 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 LAKETRAN from any such contributions or liability therefor.

2.40 Federal Assistance

The procurements under this contract are supported in part by Federal assistance under grants made by the Department of Transportation, Federal Transit Administration, and the Ohio Department of Transportation, pursuant to the Federal Transit Act. When so funded, this contract shall be subject to all rules and regulations promulgated pursuant thereto.

2.41 Work Hours Act

Compliance with 40 USC 327 through 330. If the subject procurement should require the employment of laborers or mechanics on LAKETRAN premises, CONTRACTOR agrees to be bound by the provisions of Title 40, Section 327 through 330, United States Code, also known as the Work Hours Act of 1962.

2.42 Davis Bacon Act (Prevailing Wage Rates, for Construction Contracts Only)

The requirements of the Davis Bacon Act [40 USC § 167; 276a - 276a-5, and 29 CFR § 5] will apply to all construction contracts exceeding the prevailing wage threshold levels established by the Ohio Wage and Hour Division.

Bidders are hereby notified that they will be required to pay minimum wages to all laborers and mechanics at a rate not less than the minimum wage specified in the wage determination made by the United States Secretary of Labor. The minimum wage so paid shall be that in effect ten (10) days before bid opening.

2.43 Project Sign (Construction Projects Only)

Contractor shall install a 4'x8' sign, as described in this paragraph, at the major entrance to the project site. Sign shall be constructed of waterproof, marine-grade, exterior plywood. Contractor shall maintain sign in good condition for the duration of the project, and remove sign at the end of the project.

Sign shall be divided in thirds from top to bottom. The top third shall be white italic lettering on a red background. The middle third shall be blue lettering on a white background. The bottom third shall be white lettering on a blue background. Project Name and Project Number (OH-XX-XXXX) shall be supplied by Laketran.

Federal Transit Administration Project
Project Name (to be supplied by Laketran)
Improvements Sponsored By: U.S. Department of Transportation (Federal Transit Administration) OH-XX-XXXX, Ohio Department of Transportation, and Laketran

2.44 Interest of Members or Delegates to Congress

No member, or delegates to the Congress of the United States shall be admitted to any share of this contract or to receive any benefit arising therefrom.

2.45 Conflict of Interest

No officer, agent or trustee of CONTRACTOR shall participate in the selection or administration of this contract if a conflict of interest, real or apparent, would be involved or appear to be at issue.

2.46 False or Fraudulent Statements and Claims

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.

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.

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.

2.47 No Federal Government Obligations to Third Parties

LAKETRAN and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to LAKETRAN, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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.

2.48 Privacy

Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

2.49 Procurement

The Contractor and its Subcontractors will not make any procurements using exclusionary or discriminatory specifications, state or local geographic preferences, and shall comply with Buy America regulations at 49 CFR 661 and shall make contract awards to other than the lowest, responsive and responsible bidder only when such award meets the requirements of 49 CFR 53 and C4220.1D.

2.50 Special Requirements for Transit Service Contracts

If this contract is for transit service operated by Contractor on behalf of LAKETRAN, the following requirements will also apply:

- A. Contractor will not operate any charter service unless such service complies with 49 CFR 604.
- B. Contractor will not operate any school bus service unless such service complies with 49 CFR 605.
- C. Contractor shall maintain a Drug Free Workplace per 49 CFR 29 Subpart F; shall comply with random drug testing requirements at 49 CFR 653 (and section 48 of this contract).
- D. Contractor shall comply with alcohol abuse regulations at 49 CFR 654.

2.51 Contract Work Hours and Safety Standards Act as Amended (Construction Projects Only)

Sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, [40 USC §§ 327 through 333; 29 CFR Part 5; 29 CFR Part 1926] will apply to construction contracts.

The wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

2.52 Copeland "Anti-Kickback" Act, as amended (Construction Projects Only)

The Copeland "Anti-Kickback" Act, [40 USC § 276c, 29 CFR § 3, and 29 CFR § 5] will apply to construction contracts.

The Contractor agrees that it will not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which that employee is otherwise entitled.

2.53 Seismic Safety (Construction Projects Only)

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.

2.54 Hatch Act/Work Day and Work Week Standards (Construction Projects Only)

Bidders are hereby notified that under the terms of this specification, the standard work day is eight (8) hours and the standard work week is forty (40) hours. Any work in excess of these standards must be compensated at time and one-half (1.5). Also no laborer or mechanic shall be required to work in any unsanitary, hazardous, or any area which may be dangerous to their health or safety.

2.55 Cargo Preference (Where Applicable)

Bidders are hereby notified to utilize privately owned U.S. Flag Vessels to ship at least fifty percent (50%) of the gross tonnage involved in this agreement, to the extent such vessels are available at fair and reasonable rates (49 CFR 381).

2.56 Drug and Alcohol Testing

All contractors who employees engage in safety-sensitive functions for LAKETRAN (as defined in FTA's Drug and Alcohol regulations at 49 CFR 653 and 49 CFR 654) shall comply with those regulations and either (1) establish random testing procedures for their employees that comply with these regulations or (2) include their employees in LAKETRAN's random testing procedures and absorb the cost of same, if any. Generally, safety-sensitive employees are those who drive, maintain, control, repair, service, or inspect any revenue vehicle for LAKETRAN, or carry a firearm to provide security for LAKETRAN.

2.57 Clean Air

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to LAKETRAN and understands and agrees that LAKETRAN will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or part with Federal assistance provided by FTA.

2.58 Clean Water

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to LAKETRAN and understands and agrees that LAKETRAN will, in turn, report each violation as require to assure notification to FTA and the appropriate EPA Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or part with Federal assistance provided by FTA.

2.59 Energy Conservation

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

2.60 Recycled Products

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.

2.61 Certifications

All bidders will be required to execute certifications pertaining to:

1. Non Collusion.
2. Delinquent personal property taxes in Lake County.
3. The Controller General's list of Ineligible Contractors.
4. Debarment, suspension and other responsibility matters.
5. Buy America.
6. Lobbying.
7. Procurement Integrity (if procurement is \$100,000 or more).
8. Affirmative Action.
9. Disadvantaged Business Enterprise.
10. Ohio Homeland Security
11. For Vehicle Purchases Only

Laketrans will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, Laketrans may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program.

2.62 Compliance with Laws and Regulations

All materials and supplies furnished pursuant to the specifications shall be in compliance with the laws and regulations of the U.S. Department of Transportation/Federal Department of Transportation and the State of Ohio. CONTRACTOR acknowledges Federal and/or State laws and regulations may change during the life of this contract and that the changed laws and regulations will apply to this contract unless otherwise determined by Federal and/or State governments. CONTRACTOR shall, if requested by LAKETRAN, supply certification and

evidence of such compliance. The contract shall be construed pursuant to the laws of the State of Ohio.

2.63 Severability of Contract

If any term, provision, covenant or condition of this contract and agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and in no way shall be affected, impaired or invalidated.

2.64 Applicable Law and Jurisdiction

This agreement has been executed in Lake County, Ohio and shall be governed according to the laws of the State of Ohio. The parties agree that the Lake County Court of Common Pleas shall have exclusive jurisdiction to hear any dispute related to this contract.

2.65 Integrated Agreement

The Invitation for Bid, Addendum(s) (if any), LAKETRAN Resolution Awarding a Contract, Contract and Contract Amendment(s) (if any), shall constitute the entire agreement between the parties. Copies of the applicable FTA Part 1 and ODOT grant contracts and LAKETRAN Tax Exemption Certificates will be provided to the successful bidder upon request. No oral modifications or representations are enforceable unless reduced to written form, signed by both parties, and annexed hereto prior to performance of the modified work. Additional terms and conditions submitted by the CONTRACTOR with its bid are disregarded unless specifically accepted in writing.

Neither party to this agreement has been induced to make or enter into the agreement by reason of any promise, agreement, representation, statement or warranty other than is contained herein or in CONTRACTOR's proposal.

Should any part of this agreement be held unenforceable by any competent judicial body, such determination shall not affect the remainder thereof and the balance of this agreement shall remain in full force and effect.

2.66 Contractor's Representation

The CONTRACTOR represents and warrants that its proposal/bid is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the CONTRACTOR has not, directly or indirectly, induced or solicited any other person to submit a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal, and that the CONTRACTOR has not in any manner sought by collusion to secure itself an advantage over any other proposer.

2.67 LAKETRAN's Understanding

LAKETRAN enters this contract under the assumption of truth regarding all facts presented by

CONTRACTOR, its bid proposal and the bid specifications. In the event that any information contained in that CONTRACTOR's bid proposal is found to be inaccurate, LAKETLAN may exercise its rights to void this contract as discussed under the section of this contract labeled Termination.

2.68 OEM Part Numbers

CONTRACTOR shall supply LAKETLAN with the OEM part numbers for all parts used in the equipment purchased under this project.

2.69 Options, Assignment by Laketrans

This RFP includes an option to purchase additional quantities of the same vehicle at the prices tenders by the proposer. This options shall be executed by Laketrans at its sole discretion taking available funding, proposer's price, need for the vehicles and Laketrans's experience with the contractor. Any part of this tender including options that is not executed by Laketrans shall be assignable by Laketrans with vender's consent to another transit agency. Said options shall be executable or assignable by Laketrans from award date to one year after the last vehicle in Laketrans's initial order is delivered.

2.70 Non-Smoking Policy

LAKETLAN's entire facility - including offices, maintenance areas, bus storage, vehicle servicing lanes, parking lots and roadways - is a non-smoking facility. Smoking is prohibited everywhere. Contractor, its employees and sub-contractors shall adhere to this policy at all times. Any contractor or his/her employees found violating this policy will be removed from the property for the day and LAKETLAN will withhold payment for the subject time period.

2.71 Funding Agencies

The Federal Transit Administration is the federal agency through which funds may have been granted to LAKETLAN in support of this project. It is abbreviated "FTA" in this document and is located at:

Suite 320
200 West Adams Street
Chicago, Illinois 60606
(312) 353-2789

The Ohio Department of Transportation is the state agency through which funds are granted to LAKETLAN in support of this project. It is abbreviated "ODOT" in this document and is located at:

1980 West Broad Street
Columbus, Ohio 43223
(614) 466-8955

2.72 Jurisdiction

This procurement is governed by the latest versions of Section 306.43 of the Ohio Revised Code (ORC), Federal Transit Administration (FTA) Circular C4220.1, U.S. Department of Transportation's Uniform Administrative Requirements (49 CFR 18) and the Federal Acquisition Regulation (FAR). These are listed in descending order of application.

The Lake County Court of Common Pleas shall have exclusive jurisdiction to hear any dispute related to this procurement once the protest procedure identified in Section 1.32 is exhausted. .

3.0 STATEMENT OF OBJECTIVES

Design/Engineering firm will be responsible for design/engineering/construction management of all items as described below.

Project goals include design, engineering, and construction management of installation of electric bus charging infrastructure and reconstruction of Wickliffe Park-n-Ride lot to accommodate electric bus charging.

3.1 Overall Objectives

- The firm will provide a single point of contact for entire project.
- Maintain full daily operation during all construction phases, with traffic management plan.
- All required permitting.
- Creation of Invitation to Bid documents for the reconstruction of the park-n-ride lot including electrical infrastructure related to electric buses.
- Oversight of construction
- Management of Prevailing Wage documentation
- Acting as a single point of contact for winning construction bidder(s).
- All final drawings must be provided to Laketrans in hard copy and electronically.
- Maintain excellent relationships with external stakeholders including, but not limited to the Lubrizol Corporation and the City of Wickliffe.

3.2 Electric Bus Charging Infrastructure

Laketrans was awarded Federal funding to purchase on-route overhead fast charging infrastructure for battery electric buses.

One charger will be installed at the Wickliffe Park-n-Ride location.

3.2.1 Charger Specifications

Brand

- Proterra Fast Charge
- Overhead
- On Route
- Bus up Pantograph

Electrical Input Compatible Connections

- Input Power 550kW
- Input Voltage 480 VAC 3 ψ WYE configuration option: 208/400/600VAC
- Input Current 668A @ 480 VAC
- Input Frequency 50-60 Hz
- Power Factor 0.995

Electrical Output

- Output Power 500kW
- Output Voltage 270-920VDC
- Output Current 1100A
- Max Efficiency >95%

Dimensions

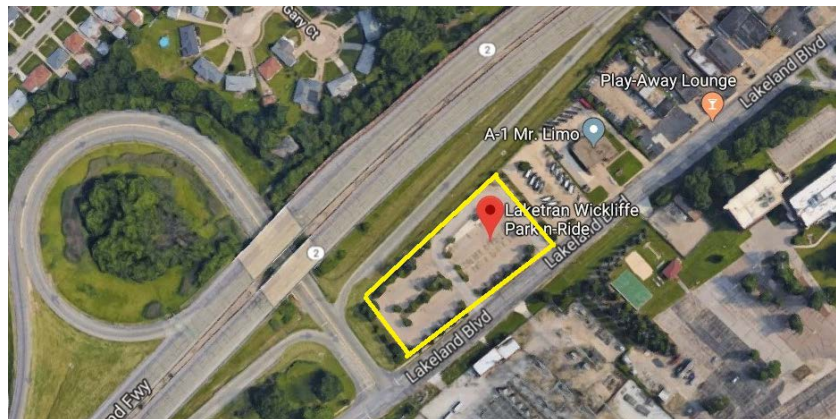
- Height 72 in / 1829mm
- Width 129 in / 3275mm
- Depth 23.6 in / 600mm
- Weight 3500 lb / 1590 kg
- Operating Temperature -35 to 55 deg C / -31 to 131 deg F
- Weather Rating NEMA Type 3R

3.2.2 Objectives

Winning Firm will be responsible for all aspects of design for installation of the electric charging station.

- All electrical upgrades
- Conduit
- Attaching charging infrastructure to electrical lines
- Any and all permits
- Working with electrical utility provider, First Energy, to successfully implement the project

3.3 Wickliffe Park-n-Ride Reconstruction



The Wickliffe Park-n-Ride was constructed in 1999. The current layout of the lot is not ADA compliant when three buses are laying over at the same time; as well as, the lot needs to be reconfigured to allow for the bus to approach the electric charging station.

The winning firm will be responsible for redesign of the lot to accommodate the layover of three

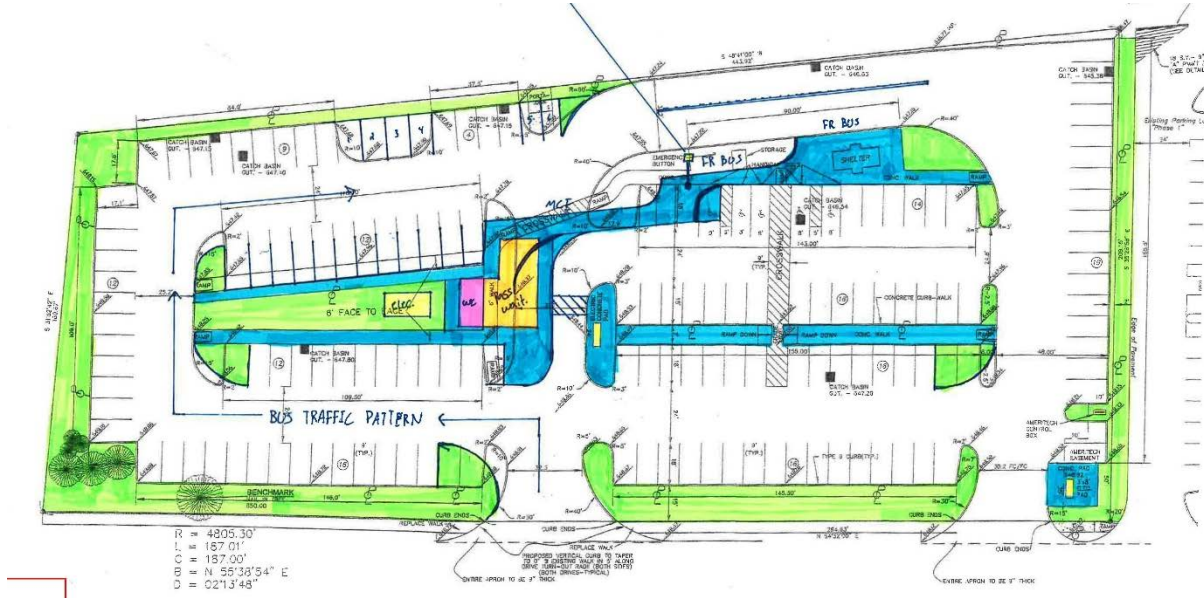
buses simultaneously – one electric fixed route bus, one diesel fixed route bus, and one Park-n-Ride bus. Winning firm is required to acquire all necessary permitting.

A traffic management plan is required. Laketrans buses will still operate in the area. Coordination with the City of Wickliffe will be required to identify location(s) for Laketrans buses to load and unload during construction.

The lot must remain in operation during construction, Laketrans expects to close portions of the lot as needed for reconstruction, but the lot as a whole may not be closed.

Design elements of the reconstructed lot include:

- Overall aesthetic environment should match the surrounding area, with specific consideration giving to the design elements of the Lubrizol campus.
- Small building with bathroom
- ADA compliant loading area for three buses
- Landscaping
- Parking spaces
- Turning radii must accommodate 40-ft MCI commuter coaches and 35-ft Proterra FC+ Catalyst Buses
- Pedestrian & bike access from Lakeland Blvd.
- 9-in reinforced concrete to accommodate heavy-duty bus traffic in drive areas
- 15.5 ft pole to attach over-head charging dock



3.4 Estimated Time Line

Award Design/Engineering contract at the February 25, 2019 Board Meeting

Design complete and IFB Package Issued June 10, 2019

Construction IFB due July 12, 2019

Award contract for construction July 22, 2019 Board Meeting.

Construction Start Date August 1, 2019

Construction End Date May 2020 – electric buses anticipated to be delivered in June 2020.

3.5 Evaluation

Submissions will be evaluated on the criteria below, listed in order of importance.

1. Interview
2. Project Understanding
3. Project Team Qualifications
4. Experience with electric vehicle infrastructure and requirements and public transit projects
5. All forms properly completed

4.0 REQUIRED FORMS

The following information and forms must be included with your Bid:

- 1. Laketran Proposal Form – Attachment A**
- 2. References Form – Attachment B**
- 3. Project Team Qualifications**
- 4. Project Experience**
- 5. Attachments C, D, E, F, G, H**
- 6. Original and three (3) physical copies and one (1) electronic copy on CD or USB of all forms and documents**

**Check that your bid has the right number and type of signatures.
Failure to include these forms can result in your bid being deemed unresponsive.**

Additional material explaining your proposal may be submitted with your bid.

Bidders shall retain this bid package and keep clean copies of the required forms in Section 4. If Laketran re-bids this project, it reserves the right to not re-issue the bid package - either in part or total - and may require bidders to use the previously-issued bid package

Note: The bidder is required to sign seven (7) times. Notary is required to sign four (4) times.

ATTACHMENT A - LAKETRAN PROPOSAL FORM
Design/Engineering/Construction Management

I/we hereby proposes to name of good or service being provided for LAKETRAN, in full compliance with the Request for Proposals which is attached hereto and made a part hereof as follows:

Name of Firm: _____

Name of Authorized Individual: _____

Signature of Authorized Individual: _____

Title: _____

Address: _____

City, State, Zip _____

Phone: _____

Email: _____

Website: _____

Bids shall be good for 90 days after bid opening. Bid price is based on payment of net 30 days.

The undersigned understands that terms and conditions demanded other than those in Section 2.0, or listed or referred to above will render the bid unresponsive.

**ATTACHMENT B
CONTACT INFORMATION FORM**

Laketrans requires a primary point of contact for communication regarding this RFQ. Please list them below.

Primary Contact: _____
Name: _____
Phone: _____
Email: _____

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

Reference #1

Name: _____
Phone: _____
Email: _____

Project Completed: _____

Reference #2

Name: _____
Phone: _____
Email: _____

Project Completed: _____

Reference #3

Name: _____
Phone: _____
Email: _____

Project Completed: _____

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

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

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

(Name of Individual, Partnership or Corporation)

(Address)

(Authorized Signature) (Title)

ATTACHMENT C
CERTIFICATION OF PRIMARY PARTICIPANTS
REGARDING RESTRICTIONS ON LOBBYING

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

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

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

Executed this _____ day of 2018

By _____
Signature of Authorized Official

Title of Authorized Official

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

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

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

Are not included in the U. S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs.

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

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

Signature and Title of Authorized Official

Date

ATTACHMENT E
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING STANDARD PROJECT ASSURANCES

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

The Primary Participant hereby agrees that LAKETRAN has the right to reject any and all bids, to waive informality in any bid, to negotiate directly with only qualified respondents, to award one, more than one, or no contracts. Bidder further agrees it shall not dispute the correctness of the quantities used in computing the lowest and best bid.

If the Primary Participant is not the parent company, insert below the name and main office address of the parent company. (A parent company is one that owns at least a majority, fifty-one percent of the voting rights and/or assets in that company.) By execution of this section, the parent company acknowledges the Proposer is authorized to submit this Proposal on parent company's behalf.

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

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

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

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

Signature and Title of Authorized Official

Date

Notary Executes Here:

Taken, subscribed and sworn before me this _____ day of _____, 20____.

Notary Public

Notary Public in and for the County of _____, State of _____.

My commission expires _____.

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

This affidavit is to be filled out and executed by the Primary Participant; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should always appear on the line marked "Name of Affidavit." The affidavit's capacity, when a partner or officer of a corporation, should be inserted on lines marked "Capacity." The affidavit should sign individual name at end not partnership or corporation name, and swear to said affidavit before a notary public, who must attach 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 bid for said work; that the said contract is on my/our part, in all respects fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

Signature and Title of Authorized Official

Date

Notary Executes Here:

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

Notary Public

Notary Public in and for the County of _____, State of _____.

My commission expires _____.

ATTACHMENT G
CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
DELINQUENT PERSONAL PROPERTY STATEMENT

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

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

\$ _____ Delinquent Personal Property Tax *

\$ _____ Penalties*

\$ _____ Interest

\$ _____ Total *

* Mark "N/A" if not applicable

Signature and Title of Authorized Official

Date

Notary Executes Here:

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

Notary Public

Notary Public in and for the County of _____, State of _____.

My commission expires _____.

ATTACHMENT H
CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
DBE CERTIFICATION
6 Pages

It is the policy of LAKETRAN to offer the maximum feasible participation of Disadvantaged Business Enterprises in contracting opportunities with the LAKETRAN. In compliance with 49 CFR Part 26 "Participation by Minority Business Enterprise in Department of Transportation Programs", LAKETRAN establishes annual percentage goals based on budgeted contracting activities for DBE's. In order to account for eligible DBE participation and establish a directory to identify and promote the utilization of such business it is required that certain pertinent information and an affidavit attesting to the eligibility of the business as defined by the Federal Regulations (49 CFR Part 26) be provided to LAKETRAN.

Bidder must complete and certify to one of the following:

- Part A if the bidder itself is a DBE-MBE-WBE firm
- Part B if the bidder meets the goal for DBE-MBE-WBE participation
- Part C and D if the bidder does NOT meet the goal for DBE-MBE-WBE participation

All bidders must execute Part E of this section.

Good Faith Efforts must be made to include DBE firms in this contract. Such efforts are integral to your being considered responsive to this tender. Documentation of your Good Faith Efforts must be included in Part C. Guidance on what constitutes Good Faith Efforts is included in Part D of this section. Insufficient or inadequate efforts or a blank Part C are grounds to declare your tender unresponsive and not considered.

Part A

The firm submitting this bid/proposal certifies that it is a [] DBE [] MBE [] WBE firm. It was certified by the Ohio UCP (if DBE) or by _____ (if MBE/WBE) on _____.

Part B

The firm submitting this bid/proposal certifies that one or more DBE-MBE-WBE firms will participate in this contract and are identified as follows:

Amount of Bid Committed to this Firm _____%		It is a <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE	
Firm Name			
Contact Name			
Address 1			
City, State		Zip	
Telephone		Fax	
Email			
Certified by		Date	
Amount of Bid Committed to this Firm _____%		It is a <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE	
Firm Name			
Contact Name			
Address 1			
City, State		Zip	
Telephone		Fax	
Email			
Certified by		Date	
Amount of Bid Committed to this Firm _____%		It is a <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE	
Firm Name			
Contact Name			
Address 1			
Address 2			
City, State		Zip	
Telephone		Fax	
Email			
Certified by		Date	

Complete the following table to show total participation by DBE-MBE-WBE firms:

	DBE	MBE	WBE
\$ to be paid to firm(s)			
% of total bid			
Total Participation by DBE-MBE-WBE			

Did you meet the goal for participation by DBE-MBE-WBE firms in this tender? [] Yes [] No

If No, complete Parts C and D below.

Part C

The firm certifies the following DBE-MBE-WBE firms were not selected or declined to participate for the reason(s) shown. Attached additional pages if needed.

Firm	Reasons not selected or declined to participate
Firm Name Contact Name Address Address City State Zip Phone Fax Email	
Firm Name Contact Name Address Address City State Zip Phone Fax Email	
Firm Name Contact Name Address Address City State Zip Phone Fax Email	

Part D

Firm certifies it cannot meet the participation goals for this contract and specifies the following good faith efforts on the attached, separate pages.

1. List the dates of advertisements placed in general circulation, trade association and minority-focus media concerning the subcontracting opportunities.
2. Attach copies of correspondence soliciting bids from DBE-MBE-WBE firms.
3. Attach phone logs, letters, notes, etc. to document your followup activity to your initial enquiry to determine with certainty whether the DBE-MBE-WBE firms were interested.
4. Discuss how you selected portions of the work to be performed by DBE-MBE-WBE firms in order to increase likelihood of meeting the participation goals.
5. Discuss how you provided adequate information to DBE-MBE-WBE firms about this contracting opportunity.
6. Explain your good faith negotiations with interested DBE-MBE-WBE firms and your sound reasons for rejecting them.
7. Discuss your efforts to assist DBE-MBE-WBE firms in obtaining bonding, lines of credit or insurance required by this tender.
8. Discuss your efforts to assist DBE-MBE-WBE firms in obtaining equipment, supplies, materials or related assistance.
9. Describe the minority community organizations, minority contractor's groups, local, state and federal minority business assistance offices or listings and other organizations that provide assistance in identifying and subcontracting with DBE-MBE-WBE firms.
10. Describe other efforts not covered by 1 through 8 above to indicate your affirmative action to obtain DBE-MBE-WBE participation on this tender.

Part E

Signature and Title of Authorized Official

Date

Notary Executes Here:

Taken, subscribed and sworn before me this _____ day of _____, 20____.

Notary Public

Notary Public in and for the County of _____, State of _____.

My commission expires _____.

Guidance Concerning Good Faith Efforts
Excerpted from Appendix A to 49 CFR Part 26
(Federal Register p. 5145, February 2, 1999)

- I. When a contract DBE goal is established on a USDOT-assisted contract, a bidder must, in order to be responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways as follows:
 1. The bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose.
 2. Even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. The quality, quantity, and intensity of the different kinds of efforts that the bidder has made to obtain DBE participation are key to a finding the bidder made good faith efforts. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements.
- III. The following is a list of types of actions that demonstrate a bidder's good faith efforts to obtain DBE participation. This is not a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - D. Negotiating in good faith with interested DBEs.
 - (1) It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services. H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- IV. Determining whether a bidder has made good faith efforts can take into account the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, the question must be asked whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, this will be viewed in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.