



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

## INVITATION TO BID

For

## GASOLINE

Bids Due: February 11, 2019 at 11:00 a.m.

Issue Date: January 7, 2019

Contact: Andrea Aaby, Procurement & Grants Specialist

Telephone Number: (440) 350-1022

FAX Number: (440) 354-4202

E-Mail: [aaaby@laketransit.com](mailto:aaaby@laketransit.com)

## **1.0 GENERAL**

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

### **1.1 Purpose**

LAKETTRAN seeks proposals from qualified firms to provide gasoline for Laketran through December 31, 2019.

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 "LAKETTRAN", "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 LAKETTRAN's offices by: February 11, 2019 at 11:00 a.m.

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

LAKETTRAN'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 LAKETTRAN 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:

ITB Gasoline  
Due 2/11/19

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:

January 7, 2019	Issuance of ITB
January 31, 2019	Last Day for Questions
February 11, 2019 at 11:00 a.m.	Bids Due

### 1.4 Length of Time Proposals Shall be Good

Proposals shall be good for ninety (90) days.

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

### 1.5 Number of Copies and Delivery

One (1) original plus one (1) copy of Proposer's bids must be submitted.

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

Each bid shall be accompanied by a proposal bond, a certified or cashier's check, or an irrevocable letter-of-credit on a solvent bank. Said bond or check shall be in an amount of \$500.00, as assurance that a contract will be entered into. Said bond or check shall be made in favor of LAKETRAN.

STAPLE OR ATTACH YOUR BOND/CHECK TO THE SPOT SHOWN ON THE PROPOSAL PRICE FORM IN SECTION 4.

#### 1.6.1 Disposition of Proposal Bond, Certified or Cashier's Check

Said proposal bond or check will be forfeited to LAKETRAN as an agreed amount of liquidated damages in the case of failure to enter in to a contract as described in this RFP. The bond or check will be released or returned to the Proposer in the case his/her personal bond is rejected.

In case the proposal is accepted, the bond or check will be returned after the contract has been signed. The check of the next-lowest-Proposer will be retained until the lowest-responsible-Proposer has signed, or if he fails to do so, said check shall be further retained until the second lowest-Proposer shall have signed; and in default thereof, the check may be forfeited to LAKETRAN as liquidated damages.

Proposal deposits of third-lowest Proposer and below will be returned within ten (10) days of proposal opening; that of second-lowest Proposer, within ten (10) days of the contract execution by lowest Proposer; that of lowest Proposer, within ten (10) days of receipt of his performance bond.

In the above paragraph, the terms highest-proposer and lowest-Proposer are interchangeable.

## **1.7 Performance Bond**

Not required.

### **1.7.1 Insurance**

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

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

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

## **1.8 Minimum Specifications**

The specifications contained in this IFB/RFP are the minimum specifications needed to meet LAKETRAN'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)**

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

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](mailto: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](mailto: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.

### **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)**

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

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

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

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

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

### **1.24 Vehicle Trade-ins**

LAKETRAN reserves the right to negotiate a trade-in or sell used vehicles being replaced by this tender and apply the proceeds to the acquisition of replacement vehicles. FTA requires that the grantee choose the method of disposition that affords the greater return on the used asset being replaced. (49 CFR 18.31 et seq., Uniform Administration Requirements for Grants and Cooperative Agreements to State and Local Governments).

### **1.25 Award of Contract**

The contract shall be awarded to the lowest, responsive, and responsible proposal meeting the minimum requirements as set forth in the specifications pursuant to federal and state law and regulations.

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. This will be a firm fixed-price contract term which expires December 31, 2019.

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

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

### **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

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

2.1	Independent Contractor	2.43	Project Sign (Construction Projects Only)
2.2	Contractor's Obligation	2.44	Interest of Members or Delegates to Congress
2.3	Buyer's Obligation	2.45	Conflict of Interest
2.4	Scope of Work	2.46	False or Fraudulent Statements and Claims
2.5	Contract Period	2.47	No Federal Government Obligations to Third Parties
2.6	Cost	2.48	Privacy
2.7	Performance Bond/Insurance	2.49	Procurement
2.8	Notice to Proceed	2.50	Special Requirements for Transit Service Contracts
2.9	Contract Modification	2.51	Contract Work Hours and Safety Standards Act as Amended (Construction Projects Only)
2.10	Subcontract Approval	2.52	Copeland "Anti-Kickback" Act as Amended (Construction Projects Only)
2.11	Substitution of Subcontractor/ Independent Contractor	2.53	Seismic Safety (Construction Projects Only)
2.12	Disadvantaged Business Enterprise	2.54	Hatch Act/Work Day and Work Week Standards (for Construction Contracts)
2.13	Equal Employment Opportunity	2.55	Cargo Preference
2.14	Noncompliance (EEO/DBE)	2.56	Drug and Alcohol Testing
2.15	Delivery	2.57	Clean Air
2.16	Payment	2.58	Clean Water
2.17	Liquidated Damages	2.59	Energy Conservation
2.18	Taxes	2.60	Recycled Products
2.19	Inspection	2.61	Certifications
2.20	Explanations (Written and/or Oral)	2.62	Compliance with Laws and Regulations
2.21	Audit and Inspection of Records	2.63	Severability of Contract
2.22	Right to Adjust Cost	2.64	Applicable Law and Jurisdiction
2.23	Failure to Meet Specifications	2.65	Integrated Agreement
2.24	Quantity and Quality	2.66	Contractor's Representation
2.25	Warranties	2.67	Laketran's Understanding
2.26	Indemnification	2.68	OEM Part Numbers
2.27	Hold Harmless	2.69	Options, Assignment by Laketran
2.28	Disputes	2.70	Non-Smoking Policy
2.29	Rights Upon Breach	2.71	Funding Agencies
2.30	Notification of Proceedings	2.72	Jurisdiction
2.31	Termination/Breach of Contract		
2.32	Assignment		
2.33	Covenant Against Contingent Fees		
2.34	Patent Rights		
2.35	Release of Information		
2.36	Ownership of Documents		
2.37	Retention of Records		
2.38	Workmens' Compensation Act		
2.39	Social Securities Act/Unemployment Compensation, Etc.		
2.40	Federal Assistance		
2.41	Work Hours Act		
2.42	Davis Bacon Act (Prevailing Wage Rates for Construction Contracts)		

## SECTION 3.0 SPECIFICATIONS

Laketran will award a contract to the lowest responsive vendor. The vendor responding agrees to furnish the product as specified within the specifications. The annual consumption is an estimate and Laketran reserves the right to purchase only the quantities necessary, whether more or less than the estimated amount needed.

**Laketran estimates needing 35,000 gallons of gasoline in 2019.**

### 3.1 Delivery Details

Delivery Location: 555 Lakeshore Blvd., Painesville Twp. OH 44077

Delivery Times Monday-Friday 7:00 a.m. to 5:00 p.m.

Fuel Tank Configuration: (capacity, location) 4,000 gallon above ground tank – located at Laketran Headquarters behind a security gate.

- 87 E10 GASOLINE FUEL - up to 10% ethanol added
- Fuel MUST meet all current and future federal, state, and local EPA requirements during contract term.
- The successful vendor will be responsible to provide spill/hazmat cleanup for any incidents caused by the vendor's delivery of fuel. The vendor is also responsible to determine the correct tank capacity Laketran and to evaluate the fill flow rates and fuel tanks ability to hold the amount ordered. The agencies will be responsible for the gauge maintenance at each location as well as the reading accuracy.

### 3.2 Keep Full Agreement

- a. Laketran provides a critical lifeline for many residents of Lake County, taking regular trips to medical appointments including dialysis and other critically important medical appointments. Laketran is also a first responder in the community, frequently providing buses to support police and fire departments throughout Lake County. In over 40 years of operation, Laketran has never run out of fuel and it is completely unacceptable for that to occur in the future.
- b. Any vendor bidding on this agreement will not be permitted to allow Laketran's supply of propane to drop below 1,000 gallons in the tank on any given day.
- c. Failure to adhere to this standard will result in a financial penalty of \$1,000 per 24-hour period the tank is below 1,000 gallons. In addition, should the vendor not be able to rectify the shortage Laketran will use any means necessary to fill the tank to an acceptable limit, the cost of this will be paid by the vendor.
- d. This penalty will be waived on an individual basis by Laketran in the event a catastrophic event occurs. For the penalty to be waived the vendor will submit a

request in writing to Laketran's Maintenance Director. Laketran will respond within 5 business days in writing indicating whether or not the clause will be waived.

- e. It is preferred that vendors place a tank-monitoring device on the tank and deliver fuel as needed, without a request from Laketran.
- f. The keep full agreement will be effective from the date of contract execution through December 15, 2019. Because of the volatile nature of the fuel marketplace, Laketran reserves the right to act in its best financial interest. Should fuel prices go down for the 2020 contract year, Laketran reserves the right to let the gasoline fuel tank run low at the end of the 2019 contract year to take advantage of lower contract pricing.
- g. However, because the above information will not be known until December 15, 2019 the winning vendor will be responsible for the keep full agreement through this date. The contract will extend through December 31, 2019 to allow Laketran to take advantage of contract pricing should fuel prices rise for contract year 2020.

### **3.3 Responsibility for Materials Shipped**

The vendor shall be responsible for the materials or supplies covered in this invitation to bid. Should at any point the fuel delivered be determined to be contaminated or "bad" the bidder will be responsible for the removal of all contaminated fuel from the tank and or vehicles, cleaning of the tank(s), and replacement of the contaminated fuel at the bidder's sole expense.

### **3.4 Invoice Information**

Invoices submitted to Laketran shall contain the following information:

- a. Delivery date
- b. Amount delivered in gallons
- c. Time of delivery
- d. Total amount due for the entire invoice not exceeding 2 decimal places for cents
- e. Name of delivery driver

Primary contact for fuel deliveries and fuel invoicing shall be:

Keith Bare, Director of Maintenance  
555 Lakeshore Blvd  
Painesville Township, OH 44077  
440-350-1036  
kbare@laketran.com

### **3.5 Contract Period**

The contract period will be from the date of contract execution through December 31, 2019.

However, as fuel is a volatile commodity market, Laketran reserves the right to request a final fuel delivery as early as December 15, 2019 so as to take advantage of any fuel price changes for Calendar year 2020.

**4.0 REQUIRED FORMS**

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

- 1. Pricing Form – Attachment A**
- 2. Contact Information Form – Attachment B**
- 3. Bid Bond**
- 3. Certificate of Insurance**
- 4. W-9**
- 5. Attachments C, D, E, F, G**
- 6. Include the original and one copy of the entire bid**

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

Name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_

**ATTACHMENT A - LAKETLAN PROPOSAL FORM  
Gasoline for Calendar Year 2019**

I/we hereby proposes to name of good or service being provided for LAKETLAN, in full compliance with the Invitation to Bid 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: \_\_\_\_\_

E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

<b>Price Per Gallon</b>	<b>\$</b>
<b>Price for "keep full" equipment purchase and installation at LAKETLAN</b>	<b>\$</b>

**PRICE INCLUDES ANY AND ALL DELIVERY COST, ADDITIVE COST, AND ENVIRONMENTAL REGULATORY COST BUT EXCLUDES ALL TAXES.**

One original and one copy of your bid must be submitted for each bid. 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.

**Execute Here!**

<p>Signature: _____</p> <p>Date: _____</p>
--

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



**ATTACHMENT B  
CONTACT INFORMATION FORM**

This person will serve as Laketran's point of contact for the duration of the contract.

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

**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 \_\_\_\_\_ 20\_\_\_\_

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

***Notary Executes Here:***

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

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

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

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

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

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

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.