



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 QUOTATION

for

PURCHASE AND INSTALLATION OF WASTE OIL BOILER

ADDENDUM #2

Second Pre-Proposal Meeting has been scheduled for May 31, 2019 at 10:00 a.m. at Laketransit Authority Headquarters.

Attendance is not mandatory.



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REQUEST FOR QUOTATION

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PURCHASE AND INSTALLATION OF WASTE OIL BOILER

PROPOSALS DUE BY: June 5, 2019

Date Re-Issued: May 17, 2019

Contact:
Andrea Aaby, Procurement and Grants Specialist
Phone: 440-350-1022
Email: aaaby@laketransit.com



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REQUEST FOR QUOTATION

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PURCHASE AND INSTALLATION OF WASTE OIL BOILER

ADDENDUM #1

Due Date has been extended until June 5, 2019 at 11:00 a.m.

Approved Equals: Clean Burn CB-500-CTB and Columbia KWO-500

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

LAKETRAN seeks proposals from qualified firms to install a waste oil boiler to heat Laketran's Headquarters.

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

Quotes are due in LAKETRAN's offices by: June 5, 2019 at 11:00 a.m.

Quotes 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:

Waste Oil Boiler
Due 6/5/2019

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 RFQ to be considered responsive.

1.3 Schedule

The following schedule will be followed for this procurement:

May 17, 2019	Re-Issuance of RFQ
June 5, 2019 at 11:00 a.m.	NEW DUE DATE

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) copies of the quote must be submitted.

1.6 Proposal Bond, or Certified or Cashier's Check

Not Required.

1.7 Performance Bond

Not Required.

1.8 Insurance

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

- a) Workers Compensation statutory coverage.
- b) Insurance shall have commercial general liability limits of \$1 million per occurrence for bodily injury, personal injury and property damage. Minimum general aggregate shall be \$1 million.
- c) Automobile liability limit shall be at least \$1 million per accident for bodily injury and property damage where applicable.
- d) Ohio stop gap employer's liability with a \$1 million limit.
- e) 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.

1.9 Minimum Specifications

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

1.10 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.

1.11 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.

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 Laketran.

The Contractor must promptly notify Laketran 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 Laketran.

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

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)

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

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. This will be a firm-fixed-price contract.

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. 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)		

3.0 SCOPE OF WORK

Laketran request quotes for purchase and installation of a waste oil boiler to heat Laketran Headquarters.

The proposed waste oil boiler will act as the lead boiler as long as waste oil is available. The existing natural gas boiler will act as back-up. The transfer of primary heat source from the waste oil boiler to the natural gas boiler must be automatic, so that Laketran staff do not have to manually switch the operation.

There is day tank from the waste oil storage tank that can supply used oil without tapping into the underground storage tank.

The proposed unit will work in tandem with the current traditional gas fired boiler and both boilers will be controlled by one control unit. The existing boiler controller is Tekmar 261.

3.1 Waste Oil Boiler Specifications

- One (1) CB-500-CTB 500,000 BTU/hr input low mass boiler (370,000 BTU/hr output)
 - Current approved equals – Columbia KWO-500
 - Submit a RFAE form and relevant documentation for assessment
- Fuels – Crackcase, ATF, hydraulic, Fuel Oils #2, #4, #5
- Heating Surface: 97 sq. ft.
- Boiler Water Volume: 20.6 gallons / 78 Liter
- Design Water Flow per Coil: 37 gpm / 140 lpm
- Maximum Oil Consumption: 3.57 GPH / 13.5 lph
- Air compressor required 2.5 CFM at 25 PSI
- Recommended clean-out: every 1000 hours.
- 10 in stack penetration

3.2 Water Side Installation

- 2 in steel water lines with air bleeders
- Fiberglass insulation

3.3 Roof

The penetration through the roof for the chimney will have to be done by a certified Carlisle roofer in order to maintain Laketran's warranty. There are two options 1) Laketran can provide Boak & Son's Roofing contact information directly to the proposers 2) or Laketran can hire Boak & Son's directly to work with the winning contractor for installation.

3.4 Permitting

Contractor is responsible for filing all permits.

3.5 Pricing

Pricing must be inclusive of boiler, installation, labor, permitting, and any other charges. This is a firm-fixed-price contract.

3.6 FTA Regulations

This project is funded with money from the Federal Transit Administration. As such, this project must follow specific Federal rules and regulations.

Laketran is prohibited by Federal regulations to issue advance payment. Laketran can only pay for work that has been completed.

3.6.1 Davis-Bacon Prevailing Wages

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.

3.6.2 Copeland "Anti-Kickback" Act, as amended

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.

4.0 REQUIRED FORMS

- The following forms must be included with your Bid:**
- 1. Pricing Form**
 - 2. Contact Information Form – Attachment A**
 - 3. Certificate of Insurance**
 - 4. W-9**
 - 5. Attachments B, C, D, E, F, G**
 - 6. Include the original and one copy of the entire bid**

Note: The bidder is required to sign six (6) times. Notary is required to sign four (4) times.

Name _____

Company _____

Address _____

Phone _____ Cell _____

Email: _____

Name of Authorized Individual: _____

Signature of Authorized Individual: _____

	Price
500,000 BTU (input) waste oil boiler	\$
Labor for Installation	\$
Permitting	\$
Shipping	\$
Total Cost	\$

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

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

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

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

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

(Name of Individual, Partnership or Corporation)

(Address)

(Authorized Signature) (Title)

**ATTACHMENT A
REFERENCES**

Only include references for work completed in the last 3 years

Reference #1

Company Name: _____
Contact Name: _____
Phone: _____
Email: _____

Work Completed: _____
Year Project Performed: _____

Reference #2

Company Name: _____
Contact Name: _____
Phone: _____
Email: _____

Work Completed: _____
Year Project Performed: _____

Reference #3

Company Name: _____
Contact Name: _____
Phone: _____
Email: _____

Work Completed: _____
Year Project Performed: _____

ATTACHMENT B
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 C
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 D
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 E
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 F
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 G
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 [] DBE [] MBE [] 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.



1-888-LAKETRAN | www.laketran.com

555 Lakeshore Blvd. Painesville Twp., OH 44077

REQUEST FOR CLARIFICATION OR APPROVED EQUAL

This form may be reproduced. Only one request per form. This form shall be e-mailed to LAKETRAN.

Requesting Firm: _____

Name: _____

Address: _____

Phone: _____ Fax: _____

Signature: _____

Clarification or Approved Equal Requested: _____

Please enclose catalogs, product information, literature, technical and/or performance specifications as pertinent to help LAKETRAN's evaluation.

For Laketran use only

LAKETRAN response: Approved Not Approved

Signature _____ Date _____