

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 PROPOSAL

FOR

FALL PROTECTION FOR MAINTENANCE SHOP

PROPOSALS DUE BY: July 31, 2019 at 11:00 a.m.

Pre-Proposal Conference: July 10, 2019 at 10:00 a.m. *Attendance is encouraged but not required*

Date Issued: July 1, 2019

Contact: Andrea Aaby, Procurement and Grants Specialist

Phone: 440-350-1022

Email: aaaby@laketran.com

Fall Protection June 28, 2019 Page 1 of 33

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 propose and install a fall protection system for Laketran's maintenance shop.

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

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

1.2 Due Date and Location

Proposals are due in LAKETRAN's offices by: July 31, 2019 at 11:00 a.m.

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

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

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

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

Fall Protection
Due – July 31, 2019 at 11:00 a.m.

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:

| July 1, 2019 | Issuance of RFP |
|-----------------------------|--|
| July 10, 2019 at 10:00 a.m. | Pre-Proposal Conference at Laketran HQ |
| July 31, 2019 at 11:00 a.m. | Proposals 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. Please submit one electronic copy by email to aaaby@laketran.com or submit a CD or USB along with the hard copy documents.

Electronic copy is used for administrative purposes only and does not replace the need for a hard copy.

1.6 Proposal Bond, or Certified or Cashiers Check

Not Required.

1.7 Performance Bond

Not Required.

1.8 Insurance

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

- a) Workers Compensation statutory coverage.
- b) Insurance shall have commercial general liability limits of \$1 million per occurrence for bodily injury, personal injury and property damage. Minimum general aggregate shall be \$1 million.
- c) Automobile liability limit shall be at least \$1 million per accident for bodily

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

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

1.9 Minimum Specifications

The specifications contained in this 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.

Laketran's overall goal for DBE participation is 5.85 percent.

Any subcontracting opportunities related to this contract are subject to DBE regulations.

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

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

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

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

1.19 Rejection or Acceptance of Proposal

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

1.20 Unacceptable Proposals

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

1.21 Tie-Breaking (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 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:

| Standard | d Terms and Conditions. A summary of these terms an | d condition | ns follows: |
|----------|---|-------------|--|
| 2.1 | Independent Contractor | 2.47 | No Federal Government Obligations to Third Parties |
| 2.1 | Contractor's Obligation | 2.48 | Privacy |
| 2.3 | Buyer's Obligation | 2.49 | Procurement |
| 2.3 | Scope of Work | 2.50 | Special Requirements for Transit Service Contracts |
| 2.5 | Contract Period | 2.50 | Contract Work Hours and Safety Standards Act as |
| 2.6 | Cost | 2.31 | Amended (Construction Projects Only) |
| 2.7 | Performance Bond/Insurance | 2.52 | Copeland "Anti-Kickback" Act as Amended |
| 2.8 | Notice to Proceed | 2.32 | (Construction Projects Only) |
| 2.8 | Contract Modification | 2.53 | Seismic Safety (Construction Projects Only) |
| 2.10 | Subcontract Approval | 2.54 | Hatch Act/Work Day and Work Week Standards |
| 2.10 | Substitution of Subcontractor/ | 2.34 | (for Construction Contracts) |
| 2.11 | Independent Contractor | 2.55 | Cargo Preference |
| 2.12 | Disadvantaged Business Enterprise | 2.56 | Drug and Alcohol Testing |
| 2.12 | Equal Employment Opportunity | 2.57 | Clean Air |
| 2.13 | Noncompliance (EEO/DBE) | 2.58 | Clean Water |
| 2.14 | | 2.59 | Energy Conservation |
| 2.16 | Delivery Payment | 2.60 | Recycled Products |
| 2.17 | Liquidated Damages | 2.61 | Certifications |
| 2.17 | Taxes | 2.62 | Compliance with Laws and Regulations |
| 2.19 | Inspection | 2.63 | Severability of Contract |
| 2.19 | Explanations (Written and/or Oral) | 2.64 | Applicable Law and Jurisdiction |
| 2.20 | Audit and Inspection of Records | 2.65 | Integrated Agreement |
| 2.21 | Right to Adjust Cost | 2.66 | Contractor's Representation |
| 2.22 | Failure to Meet Specifications | 2.67 | Laketran's Understanding |
| 2.23 | Quantity and Quality | 2.68 | OEM Part Numbers |
| 2.24 | Warranties | 2.69 | Options, Assignment by Laketran |
| 2.26 | Indemnification | 2.70 | Non-Smoking Policy |
| 2.27 | Hold Harmless | 2.70 | Funding Agencies |
| 2.28 | Disputes | 2.71 | Jurisdiction |
| 2.29 | Rights Upon Breach | 2.12 | Jurisdiction |
| 2.30 | Notification of Proceedings | | |
| 2.31 | Termination/Breach of Contract | | |
| 2.32 | Assignment | | |
| 2.32 | 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, | | |
| 2.37 | Etc. | | |
| 2.40 | Federal Assistance | | |
| 2.40 | Work Hours Act | | |
| 2.42 | Davis Bacon Act (Prevailing Wage Rates for | | |
| 2.72 | Construction Contracts) | | |
| 2.43 | Project Sign (Construction Projects Only) | | |
| 2.43 | Interest of Members or Delegates to Congress | | |
| 2.45 | Conflict of Interest | | |
| 2.73 | Commet of interest | | |

False or Fraudulent Statements and Claims

2.46

SECTION 3.0 SCOPE OF WORK

Laketran's maintenance garage is comprised of five (5) bays in which all repair and preventive maintenance work is performed.

Maintenance technicians must perform routine maintenance on the roof of buses. Laketran has three (3) electric buses on order with bus up pantograph technology in which the electric charging apparatus extends from the roof of the bus. Thus, the repair work on the roof of the buses is expected to increase.

Laketran requests proposals for a permanent ceiling mounted fall protection system.

3.1 Fall Protection System Requirements

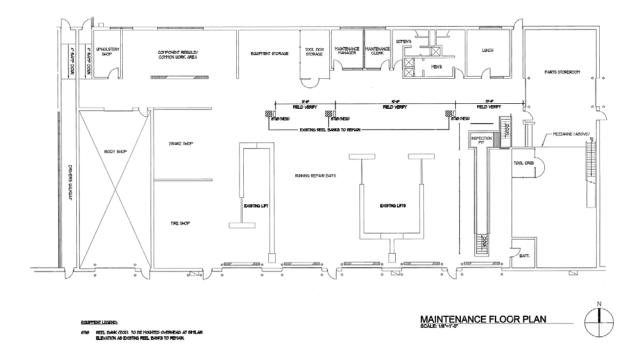
- Must meet, or exceed, all ANSI and OSHA requirements ANSI/ASSE Z359.1-2016
- Forty foot buses need 50 feet length and 15 to 20 foot width
- Permanent ceiling mounted system
 - o Portable systems are not desired.
- The bottom of the roof trusses is estimated at about 20 feet
- Laketran's current tallest bus is 11' 6" and is expected to increase
- Buses are lifted in the work area about five feet high. The system must not interfere with a vehicle on the lift
- Ability to have two technicians protected on the same bay at the same time
- Retractors are desirable to free up space
- Must include harnesses for up to 12 people
- Training for up to 12 people must be included
- Engineering of the system should be the responsibility of the vender.
 - Roof loads
 - o Structural support
 - Clearance for lifted vehicles
 - Clearance for overhead doors
- Permitting and inspections are the responsibility of the vender

3.2 Information to Include/Provide

Proposers are expected to provide Laketran with the following information:

- Information on Fall Protection System proposed such as brochures or user manuals
 - o Must include all elements described in Section 3.1
- Timeline for engineering, lead times for ordering/manufacturing, installation, and estimated project completion date
 - Please be straightforward and honest regarding lead times. Laketran understands that there can be long lead times for manufactured products.

3.2 Maintenance Floor Plan



3.3 Work Hours

Laketran operations will continue during the installation of the system. Work will be performed on one maintenance bay at a time so that operations can continue in other bays.

Work can be performed between the hours of 4:00 a.m. to 11:00 p.m. Monday through Friday and 7:00 a.m. to 1:00 p.m. on Saturday.

3.4 Permitting

The vendor is responsible for pulling and submitting all local and state permits.

3.5 Warranty

Laketran requests a warranty. Submit details regarding the warranty along with the proposal paperwork. Any additional cost must be fully described.

3.6 Pricing

Pricing of the fall protection system should be inclusive all equipment, labor, engineering, permitting, etc. This is a turn-key project.

Attachment $A - Pricing\ Form$ requests that bidders provide pricing for a variable number of fall protection systems. Laketran is interested in fall protection for all maintenance bays, but due to funding constraints we may not be able to purchase fall protection systems for all five bays. Thus, in order to compare the quotes fairly, please provide pricing for one through five bays.

Laketran is a public entity and is eligible for government pricing.

3.7 FTA Requirements

This project is funded by the Federal Transit Administration. As such, there are regulations that this project is subject to:

3.11 A - Davis Bacon Prevailing Wage

• 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

3.11B - Copeland "Anti-Kickback" Act

• 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.

3.11C - Hatch Act / Work Day and Work Week Standards

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

4.0 REQUIRED FORMS

The following forms must be included with your Bid:

- 1. Pricing Form Attachment A
- 2. References Attachment B
- 3. Certificate of Insurance
- 4. W-9
- 5. Attachments C, D, E, F, G, H, I
- 6. Include the original and one copy of the entire bid
- 7. Warranty Information
- 8. Information on Fall Protection System proposed including all required elements described in Section 3.1.
- 9. Timeline for engineering, ordering, and installation.

Any sub-contractors are required to complete Lower Tier Participant Forms Attachments C2 – G2

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

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.

ATTACHMENT A – LAKETRAN PRICING FORM

| | Equipment | Installation | Labor | Engineering | Training | Other* | Shipping / Freight | Total Cost |
|---------------------------------------|-----------|--------------|-------|-------------|----------|--------|-----------------------|-------------------|
| Cost of Fall Protection for 1 Bay | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Cost of Fall Protection for 2 Bays | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Cost of Fall Protection for 3 Bays | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Cost of Fall Protection for 4 Bays | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Cost of Fall Protection for 5 Bays | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Cost of Warranty | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |

^{* -} describe what "other" entails on a separate page.

| Name | |
|-------------------------------------|------|
| Company | |
| Address | |
| | |
| Phone | Cell |
| Email: | |
| Name of Authorized Individual: | |
| Signature of Authorized Individual: | |

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 the solicitation. Acknowledged receipt with the offer. | | |
| The undersigned understands that a information submitted on or with this t | | |
| (Name of Ind | lividual, Partnership or Corporat | tion) |
| | | |
| | (Address) | |
| | | |
| (Authorized Signature) | (Title | e) |

ATTACHMENT B REFERENCES

Only include references for work completed in the last 3 years

Reference #1

| Company Name: | | |
|-------------------------|--------------|--|
| Contact Names | | |
| Phone: | | |
| E 91. | | |
| Work Completed: | | |
| Year Project Performed: | | |
| | Reference #2 | |
| Company Name: | | |
| Contact Names | | |
| Phone: | | |
| Email: | | |
| Work Completed: | | |
| Year Project Performed: | | |
| | Reference #3 | |
| Company Name: | | |
| Contact Name: | | |
| Phone: | | |
| Email: | | |
| Work Completed: | | |
| Year Project Performed: | | |

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. |
| or enter by Sect | tification is a material representation of fact upon which reliance is placed when this transaction was made ad into. Submission of this certification is a prerequisite for making or entering into this transaction imposed on 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil of not less than \$10,000 and not more than \$100,000 for each such failure. |
| Execut | d thisday of20 |
| | BySignature 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. |
| | e primary participant (applicant for a potential third party contractor) is unable to certify to any of the statements in certification, the participant shall attach an explanation to this certification. |
| THI AFF SUB | E PRIMARY PARTICIPANT (APPLICANT FOR A POTENTIAL CONTRACTOR FOR A MAJOR RD PARTY CONTRACT), CERTIFIES OR TIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS BMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 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 | mary 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 r no contracts. Bidder further agrees it shall not dispute the correctness of the quantities used in computing lowest and best bid. | ve e, |
| 2. | f the Primary Participant is not the parent company, insert below the name and main office address of the arent company. (A parent company is one that owns at least a majority, fifty-one percent of the voting ights 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. | ıg |
| | Company Name | |
| | Address | |
| | City, State, Zip Phone | |
| | PhoneFax | |
| | E-mail | |
| | Website | |
| | 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 any assurance or submissions under this section. | |
| | Signature and Title of Authorized Offi | cial |
| | | ate |
| No | ry Executes Here: | |
| Ta | n, subscribed and sworn before me this day of, 20 | |
| | Notary Public | |
| No | ry 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, | | |
|--|---------------------------------------|---------------------------------------|
| County of, | | |
| I, b | being first duly sworn, do hereby sta | ate that |
| (Name of Affidavit) | | |
| I am of (Capacity) (Na | | |
| (Capacity) (Na | ime of Firm, Partnership, Corporation | on) |
| Whose business is | | |
| And who resides at | | |
| And that (Give names of all persons, firms, o | | |
| (Give names of all persons, firms, o | or corporation interested in the bid) | |
| that the said contract is on my/our part, in all remembers of the Board of Trustees, head of any the Authority, is directly or indirectly interested | department or bureau, or employee | |
| | Signa | ature and Title of Authorized Officia |
| | | 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 commis | sion expires | |

ATTACHMENT G CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DELINQUENT PERSONAL PROPERTY STATEMENT

| | | Particip | | ereby | affirms | under | - | |
|--|--|--|--|---------------------------------------|---------------------------|---------------------------------|-------------------------------------|---------------------------------|
| Ohio Revised Code Section 5719.042, | | the | time | the | bid | was | submitte | - |
| (company) | | | | | | | with del | inquent |
| personal property taxes on the General Tax List of | i Personal F | roperty | for Lak | te Cou | nty, O | 110. | | |
| If such charge for delinquent personal property ta County, Ohio, the amount of such due and unpaid shall be set forth below. A copy of this statement (30) days of the date it is submitted. If a contract is into the contract between LAKETRAN and the Prany contract unless such statement has been so income | delinquent shall be tra s entered in rimary Parti | taxes, in ansmitted to, a cop icipant a | cluding d to the y of the nd no p | g due a Lake is state paymen | nd unp Count ment s | aid pen y Treas hall also | alties and urer withing be incor | interest n thirty porated |
| \$ | Delinque | ent Perso | onal Pro | operty | Tax * | | | |
| \$ | Penalties | S * | | | | | | |
| \$ | Interest ' | * | | | | | | |
| \$ | Total * | | | | | | | |
| * Mark "N/A" if not applicable | | | | | | | | |
| | | | | | | | | |
| | | | | Sign | ature an | d Title o | f Authorize | ed Official |
| | | | | | | | | Date |
| Notary Executes Here: | | | | | | | | |
| Taken, subscribed and sworn before me this | day of | f | | | | | _, 20 | _• |
| Notary Public | | | | | | | | |
| Notary Public in and for the County of | , | State of | f | | | · | | |
| My commission | on 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 certific | es 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 Committee | ed 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 Committe | ed to this Firm _ | % | It is a | []DBE[]MBE[]WBE |
| Firm Name | | | | |
| Contact Name | | | | |
| Address 1 | | | | |
| Address 2 | | | | |
| City, State | | | Zip | |
| Telephone | | | Fax | |
| Email | | | • | |
| Certified by | | | Date | |
| • | | | • | |
| omplete the following table | e to show total p | articipation by DB | E-MBE-WE | BE firms: |
| | T | DBE | MBE | WBE |
| | | עעע | MIDE | WDE |

| | 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

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 participates 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.

ATTACHMENT C-2 CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING RESTRICTIONS ON LOBBYING

| I, | (Name and Title of Authorized Official), hereby certify |
|-----------------|--|
| | If of (Name of Subcontractor) that: |
| 1. | No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. |
| 2. | If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. |
| 3. | The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. |
| made transac | rtification is a material representation of fact upon which reliance is placed when this transaction was rentered into. Submission of this certification is a prerequisite for making or entering into this ion imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required ation shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each lure. |
| Execu | ed this, 20 |
| | BySignature of Authorized Official |
| | Title of Authorized Official |

ATTACHMENT D-2 CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

| pres | , certifies, by submission of this proposal, that neither it nor its principals are sently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from icipation in this transaction by any Federal department or agency. |
|-----------|---|
| part | respanding the transaction by any rederal department of agency. |
| 1. | Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; |
| 2. | Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; |
| 3. | Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; |
| 4. | Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and |
| 5. | Are not included in the U. S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs. |
| | the Lower Tier Participant (potential subcontractor under a major third party contract) is unable to certify to any the statements in this certification, such participant shall attach an explanation to this proposal. |
| PAI TH | E LOWER-TIER PARTICIPANT (POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD RTY CONTRACT), CERTIFIES OR AFFIRMS E TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS BMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE OVISIONS OF 31 U.S.C., SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO. Signature and Title of Authorized Official |
| | Date |
| | Date |

ATTACHMENT E-2 CERTIFICATION OF LOWER-TIER PARTICIPANT REGARDING STANDARD PROJECT ASSURANCES

| The Lower Tier Participant (applicant for a potential subcontractor for a major third party contract), |
|--|
| its principals: |
| 1. The Lower Tier Participant hereby agrees that LAKETRAN has the right to reject any and all bids, to waive informality in any bid, to negotiate directly with only qualified respondents, to award one, more than one, or no contracts. Bidder further agrees it shall not dispute the correctness of the quantities used in computing the lowest and best bid. |
| 2. If the Lower Tier Participant is not the parent company, insert below the name and main office address of the parent company. (A parent company is one that owns at least a majority, fifty-one percent of the voting rights and/or assets in that company.) By execution of this section, the parent company acknowledges the Proposer is authorized to submit this Proposal on parent company's behalf. |
| Company Name |
| Address |
| City, State, Zip |
| PhoneFax |
| E-mail |
| Website |
| regulations, executive orders and requirements which relate to the applications made to and grants received from the Federal Transit Administration. Proposer acknowledges such statutes, regulations, Executive orders and administrative requirements include - but are not limited to - the following: The Lower Tier Participant certifies that it is not on the Controller General's list of ineligible contractors. The Lower Tier Participant further acknowledges the provisions of Section 1001 of Title 18, U.S.C., apply to any assurance or submissions under this section. |
| Signature and Title of Authorized Official |
| Date |
| Notary Executes Here: |
| Taken, subscribed and sworn before me this day of, 20 |
| Notary Public |
| Notary Public in and for the County of, State of |
| My commission expires |

ATTACHMENT F-2 CERTIFICATION OF LOWER-TIER PARTICIPANT REGARDING NON-COLLUSION

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

| State of, | | | |
|---|-----------------------|---|---------------|
| County of, | | | |
| I,(Name of Affidavit) | being first d | duly sworn, do hereby s | state that |
| I am of _ (Capacity) | | | |
| (Capacity) | (Name of Firm, | Partnership, Corporation | on) |
| whose business is | | | |
| and who resides at | | | |
| and that(Give names of a | | | |
| (Give names of | all persons, firms, o | or corporation interested | d in the bid) |
| work; that the said contract is on my/ou no members of the Board of Trustees, I employee of the Authority, is directly of | head of any departm | nent or bureau, or empl ted therein. | |
| | | | |
| Notary Executes Here: | | | Date |
| Taken, subscribed and sworn before n | ne this day | y of | , 20 |
| Notary Publi | c | | |
| Notary Public in and for the County of | f | , State of | · |
| Myc | ommission expires | | |

ATTACHMENT G-2 CERTIFICATION OF LOWER-TIER PARTICIPANT REGARDING DELINQUENT PERSONAL PROPERTY STATEMENT

| | (Lower-Tier Participant), her | |
|--|--|---|
| pursuant to Ohio Revised Code Section 5 | | |
| (company) personal property taxes on the General Tax List | | |
| personal property taxes on the General Tax List | of Fersonal Property for Lake Cour | nty, Onio. |
| If such charge for delinquent personal property Lake County, Ohio, the amount of such due and and interest shall be set forth below. A copy Treasurer within thirty (30) days of the date is statement shall also be incorporated into the coand no payment shall be made with respect to an a part thereof. | I unpaid delinquent taxes, including of this statement shall be transmit t is submitted. If a contract is en- ntract between LAKETRAN_and the | due and unpaid penalties itted to the Lake County tered into, a copy of this ne Lower-Tier Participant |
| \$ | _ Delinquent Personal Property Ta | x * |
| \$ | _ Penalties * | |
| \$ | _ Interest * | |
| \$ | _ Total * | |
| * Mark "N/A" if not applicable | | |
| | Signature a | nd Title of Authorized Officia |
| | | |
| Notary Executes Here: | | Date |
| Taken, subscribed and sworn before me this | day of | , 20 |
| Notary Public | | |
| Notary Public in and for the County of | , State of | |
| My commission | on expires . | |

ATTACHMENT I LAKETRAN BIDDER REGISTRATION FORM

Per 49 CFR Part 26.11, Laketran is required to collect the following information on contractors and sub-contractors who seek to work on Federally-assisted Contracts

| Legal Name of Business | |
|--|--|
| | |
| Type of Business (c | hoose all that apply) |
| □ Advertising | □ Fuel Systems and Technology |
| □ Architecture | □ Functional Capacity Assessment |
| □ Auction Services | □ Graphic Design |
| □ Automobile Sales or Distributor | □ HVAC |
| □ Bicycle | □ Industrial Equipment & Components |
| ☐ Bus and Automobile Maintenance Prod | |
| □ Bus Exterior Products/Services | □ Marketing |
| ☐ Bus Interior Products/Services | □ Office Products including printers and faxes |
| □ Bus Manufacturer | □ Printing Services |
| ☐ Bus Sales or Distributor | □ Roofing |
| □ Bus Technology | □ Security Systems |
| □ Cleaning or Janitorial | □ Signage |
| □ Computer Services & IT | □ Snowplowing & Snow Removal |
| □ Construction (includes Roofing, Windo | ws □ Technology |
| □ Consulting Services | □ Telecommunications |
| □ Engineering Services | □ Temporary Employment Agency |
| ☐ Fare Collection and Fare Technology | □ Transit Partner |
| ☐ Financial, Banking, & Auditing | □ Uniforms & Shoes |
| □ Fuel | ☐ Utilities - electric, plumbing, sewer |
| | □ Vehicles (non-bus) |
| □ Other - describe using key words | |
| Business Street Address | |
| City | |
| State | |
| Zip Code | |
| Email Address | |
| Website URL | |
| | |
| Gross Annual Receipts – choose the categ | gory that best applies to your business. |
| [A requirement per 49 CFR Part 26.11.] | 5. J |
| o \$0 - \$500,000 | |
| o \$500,000 - \$1 million | |
| o \$1 million - \$2 million | |
| o \$2 million or more | |
| | |
| Is your business registered as DBE? | □ YES □ NO |