

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 PROPOSALS

for

SUPPLEMENTAL PARATRANSIT SERVICE for BRECKENRIDGE VILLAGE

PROPOSALS DUE BY: October 7, 2019 at 11:00 a.m.

Date Issued: September 6, 2019

Contact Information: Andrea Aaby, Procurement and Grants Specialist 440-350-1022 aaaby@laketran.com

1.0 GENERAL

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

1.1 Purpose

LAKETRAN seeks proposals from qualified firms to provide supplemental paratransit to service Breckenridge Village properties.

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: October 7, 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:

RFP Supplement Paratransit for Breckenridge Village Due October 7, 2019

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

Proposals submitted by Fax will not be considered.

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

1.3 Schedule

The following schedule will be followed for this procurement:

September 6, 2019	Issuance of RFP
October 7, 2019 at 11:00a.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 of proposal must be submitted. Additionally, please include one (1) electronic copy of the proposal(s) either on CD or USB (this is for administrative purposes only)

1.6 Proposal Bond, or Certified or Cashier's Check

Not Required.

1.7 Performance Bond

Not Required.

1.8 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)

Not Required.

1.11 Disadvantaged Business Enterprise (DBE)

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

This 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. Any sub-contracting opportunities related to this contract are subject to DBE regulations. Contractors must make a good-faith effort to engage with DBE subcontractors.

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 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, <u>aaaby@laketran.com</u>.

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 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

Not Required.

1.25 Award of Contract

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

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

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

1.26 Contractual Terms and Conditions

The terms and conditions of any contract that results between LAKETRAN and the successful Proposer are discussed in Section 2. This will be a one year firm fixed price contract term with options of two (2) additional years at the sole discretion of Laketran.

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 <u>www.laketran.com</u>. 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:

2.2 Confractor'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 2.6 Cost Parties Parties 2.7 Performance Bond/Insurance 2.48 Privacy 2.8 Notice to Proceed 2.49 Procurement 2.9 Contract Mofifeation 2.50 Special Requirements for Transit Service 2.10 Subcontractor/ 2.51 Contract Work Hours and Safety Standards Act 2.11 Substitution of Subcontractor/ 2.51 Construction Projects Only) 2.12 Disadvantaged Business Enterprise 2.52 Copeland "Anti-Kickback" Act as Amended 2.14 Noncompliance (ED/DBE) 2.53 Seismic Safety (Construction Projects Only) 2.15 Delivery 2.54 Hatch Act/Work Nay and Work Week Standards 2.17 Liquidated Damages 2.55 Cargo Preference 2.18 Taxes 2.56 D	2.1	Independent Contractor	2.43	Project Sign (Construction Projects Only)
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		Workmens' Compensation Act		
Compensation Etc.	2.39			
Compensation, Etc.		Compensation, Etc.		
2.40 Federal Assistance	2.40	Federal Assistance		
2.41 Work Hours Act	2.41			
2.42 Davis Bacon Act (Prevailing Wage Rates for	2.42	Davis Bacon Act (Prevailing Wage Rates for		
		Construction Contracts)		
		Construction Contracts)		

3.0 Scope of Work

LAKETRAN, the regional transit authority for Lake County, Ohio, seeks proposals from vendors for the operation of fixed route and dial-a-ride weekday service for Breckenridge Village.

Service shall be provided on federally observed holidays:

- Martin Luther King Day
- Presidents Day
- Columbus Day, and
- Veterans Day
- A. Western Fixed Loop: Monday, Tuesday, Thursday, Friday 10:00 AM and 1:00 PM. (Grocery and shopping Areas West of Breckenridge Village on Ridge Rd, SOM Center (OH-91), Euclid Avenue and Vine St.
- B. Western Loop: Monday, Wednesday, Friday (Banks and Drugstores) 1:00 PM All Banks and drugstores On Ridge Rd. to SOM Center (OH-91), SOM Center (OH-91) to Euclid Avenue, and Euclid Avenue from SOM Center (OH-91) to Robinhood Dr.
- C. Eastern Fixed Loop: Wednesdays only, 10:00 AM and 11:30 AM Mall and surrounding shopping centers along Plaza Blvd. and Mentor Avenue between Plaza Blvd and 306.
- D. Dial a ride services for residents include non-emergency medical and non-medical rides between 8:30 AM and 4:30 PM Monday through Friday.
 - 1. Local areas (Eastlake, Willoughby, Wickliffe, Willowick, Willoughby Hills) Monday – Friday.
 - 2. East of Route 306 Monday, Wednesday, and Friday.
 - 3. Select points in Cuyahoga County on Tuesday and Thursday.

All trips are operated on a shared-ride basis.

No service is provided on weekends.

3.1 Vehicle and Vehicle Maintenance

Contractor shall identify the vehicles to be used in LAKETRAN service in his/her proposal. This shall identify the following:

- type
- make
- model
- year
- condition
- mileage of the vehicle
- whether it is lift or ramp equipped
- number of wheelchair positions
- spare ratio
- Ohio Highway Patrol Inspection

Supplemental Paratransit for Breckenridge Village September 5, 2019

3.2 Ridership

The contractor is required to serve a minimum of 1,300 riders per month.

3.3 Vehicle Signage

Laketran requires a sign or graphic to be installed in all vehicles that operate in this contract. Laketran will work with the contractor to establish placement and design of the graphic that will be satisfactory to both parties. An example of the language is as follows: *Funded in part by Laketran*.

3.4 Insurance

Contractor shall carry a minimum of 1,000,000 of insurance, from a firm licensed in Ohio and a rate by Best at B+ or better. Contractor shall identify the insurance coverage to be carried for the service operated under contract to LAKETRAN. This shall identify:

- amount(s) and type(s) of insurance
- insurance carrier
- LAKETRAN must be named as an additional insured party and contractor's insurance must hold LAKETRAN harmless for contractor's actions

Proof of insurance will be required prior to notice-to-proceed.

3.5 Driver Qualifications

Contractor shall detail the pre-employment screening and testing used in their hiring process.

Minimum driver age is 21. A clean driving record is a must, as is no felony convictions. Misdemeanor convictions must be detailed.

Contractor shall identify other minimum qualifications of the drivers to be used in service operated under contract to Laketran. CDL licensing date should be provided if required for the type of vehicle contractor proposes to use. An Abstract of Driver Record shall be provided for each driver prior to Notice-To-Proceed.

Laketran reserves the right to accept or reject contractor's drivers to be assigned to service operated under contract to Laketran. This determination will be based on driving record and pattern, passenger complaints, and/or direct observation.

Contractor is responsible as follows:

- A. Provide sufficient drivers trained in the operation of the vehicle and use the same individuals regularly on the service whenever possible.
- B. The operators will operate all trips required in the schedule in a safe and professional manner according to Laketran standards. Any fines imposed on the vehicle or operators

will be the responsibility of the carrier.

- C. The carrier is required to comply with all applicable state/federal requirements for bus operating and operator licensing, including the Commercial Driver License (CDL).
- D. Operators must be neat in appearance, personable and competent. Laketran customers have many special needs and require patience and understanding. Drivers working in the Laketran environment should be fully trained and sensitized to the needs of people with disabilities and the elderly.
- E. Drivers must be trained in the safe and efficient use of the vehicles' accessibility features including, but not restricted to:
 - a. Wheelchair lifts
 - b. Ramps
 - c. Wheelchair tie-downs
- F. If, in the opinion of Laketran, the continued use of a driver is not in the best interest of the safety and welfare of the passenger or in the best interests of Laketran, such driver will be changed upon the request of Laketran.

3.5 Drug and Alcohol Policy

Laketran is required to comply with the Federal Transit Administration's drug and alcohol rule, 49 CFR 655. This rule requires Laketran to ensure that any entity perform a safety-sensitive function on behalf of Laketran to implement a drug and alcohol policy which complies with the following clause:

"The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State of Ohio, or Laketran to inspect the facilities and records associated with the implementation of the drug and alcohol testing program required under 49 CFR Part 655 and review the testing process. The contractor agrees to further certify annually its compliance with Part 655."

The Drug and Alcohol Testing Policy must comply with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website – http://transit-safety.fta.dot.gov/DrugAndAlcohol/.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655. In addition, DOT has published 49 CFR Part 29, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

The Drug and Alcohol Testing Policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

3.6 Passenger Assistance and Sensitivity

Laketran customers are to be treated with respect and courtesy. The carrier's role is to communicate, provide information and respond to the directions of Laketran management in all aspects of customer relations. It is the intent of Laketran to approach all situations involving customers with reason, common sense, and the well-being and safety of passengers in mind.

Contractor shall identify the types of passenger assistance his/her drivers will provide to Laketran clients, plus the First Aid and other training drivers will or have received in this area. Laketran reserves the right to include contractor's drivers in Laketran passenger assistance, sensitivity and safety training.

3.7 Communication

Contractor must identify how communication between his/her dispatcher and his/her driver is achieved.

3.8 Technology

Laketran will provide Computer-aided Dispatch (CAD) and Automatic Vehicle Location (AVL) software to the contractor. CAD/AVL interface is an Android Tablet.

Contractor will be responsible to use and maintain the equipment in its possession and will be assessed fees for preventable damage and replacements. Normal wear and tear is expected. Equipment will be returned to Laketran at the end of the contract.

3.9 Daily Information to Laketran

Contractor's office shall be equipped with the capability to scan and email completed logs back to Laketran by 2:00 p.m. the next workday after the day that log is operated. These logs shall be email to the following people at Laketran:

Marla Cook - <u>mcook@laketran.com</u> Katie Toth – <u>ktoth@laketran.com</u>

3.10 Trip Log (Assignment)

Contractor (or his/her driver) shall complete a daily log. Names of passengers, address of pickup/drop-off, times and odometer readings must be recorded as shown for each pick-up and dropoff.

Completed logs **will be the basis for payment** to the Contractor, and must be returned to LAKETRAN by scan and email no later than 2:00 p.m. the following workday.

3.11 Billing

Laketran is required by FTA rules to report gross, net, and collected fares for all transportation services. The contractor will be responsible to report to Laketran the gross, net, and collected fares for this contract.

Invoices shall be submitted once per month.

3.12 Supervision

Laketran reserves the right to have Laketran supervisors monitor and observe pick-ups and dropoffs of Laketran customers.

Contractor is responsible for supervising the operation of their vehicles and drivers and shall identify how they will provide such supervision.

3.13 Inspection

Contractor's records, procedures, and operations are subject to inspection by LAKETRAN with and without prior notice.

3.14 Performance

Service standards must be maintained. Complaints are monitored by LAKETRAN. Service complaints not covered by performance standards here will be penalized at the rate of 10% of the daily rate per occurrence.

Any missed trips are subject to a monetary penalty equivalent to the amount of ten contract trips. Only two missed trips will be tolerated. Any contract will be canceled upon 30 days' notice if two trips are missed.

3.15 Term

The successful proposer(s) will be awarded a one (1) year contract with options for up to two (2) additional one year extensions, for a total of three (3) years. The awarding of the option each year will be at the sole discretion of Laketran. Notification of the option will be given during November for the following year.

The contract will begin on January 1, 2020.

3.16 Proposal

Your proposal must contain the following information as described in Section 3.0 Scope of Work.

- Section 3.1 Information on the vehicle(s) to be used to provide the service.
- Section 3.4 Pre-employment screening procedures, Abstract of Driver Record, Driver training procedures, CDL licensing, if applicable.
- Section 3.6 Other relevant trainings that drivers undergo.

• Section 3.7 - Describe how dispatching of vehicles is achieved and how communication between dispatch and the drivers is performed.

3.17 Evaluation Criteria

Proposals will be evaluated as follows:

	Poor	Below Expectations	Meets Expectations	Exceeds Expectations	Outstanding
Qualifications of the Contractor					
Experience and sensitivity when					
working with senior citizens and					
people with disabilities					
Type, age, number of vehicles to be					
used					
Qualifications of the Driver(s)					
Training for the Driver(s)					
Mandatory Forms					
References					
Price					

4.0 **REQUIRED FORMS**

The following forms must be included with your Bid:
1. Pricing Form – Attachment A
2. Contact Information Form – Attachment B
3. Certificate of Insurance
4. W-9
5. Attachments C, D, E, F, G, H
6. Bidder Registration Form
6. Include the original; one copy of the entire bid; and one electronic copy
7. Information as requested in Section 3.0 Scope of Work.

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.

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- LAKETRAN PRICING FORM Supplemental Paratransit Service for Breckenridge Village

YEAR	MAX REVENUE HOURS	PRICE	PRICE STRUCTURE	TOTAL ANNUAL COST
2020			□ cost per month □ cost per year	
2021			□ cost per month □ cost per year	
2022			□ cost per month□ cost per year	

	Be sure to specify if your cost is per month or cost per year. The contract awarded will be firm-fixed-price.	
Name _		
Company _		
Address		
-		
Phone	Cell	
Email:		
Name of Au	uthorized Individual:	
Signature of	f Authorized Individual:	

ATTACHMENT B REFERENCES Only include references for work completed in the last 3 years

	Reference #1	
Company Name:		
Contact Name:		
Phone:		
Email:		
Work Completed:		
Year Project Perform	ed:	
	Reference #2	
Company Name:		
Contact Name:		
Phone:		
Email:		
Work Completed:		
Year Project Perform	ed:	
	Reference #3	
Company Name:		
Contact Name:		
Phone:		
Email:		
Work Completed:		
Year Project Perform		

ATTACHMENT C **CERTIFICATION OF PRIMARY PARTICIPANTS REGARDING RESTRICTIONS ON LOBBYING**

I,	(Name and Title of authorized official), hereby certify on
behalf of	f(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.
made or transacti	tification is a material representation of fact upon which reliance is placed when this transaction was r entered 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 certification subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____day of ______20____

By______Signature of Authorized Official

Title of Authorized Official

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

- 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 <u>ET SEQ</u>. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

ATTACHMENT E CERTIFICATION OF PRIMARY PARTICIPANT REGARDING STANDARD PROJECT ASSURANCES

The Primary Participant (applicant for a potential contractor for a major third party contract),

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

Company Nam	e	 			
Address					
City, State, Zip					
Phone					
Fax					
E-mail					
Website					

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

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

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

Signature and Title of Authorized Official

		Date
Notary Executes Here:		
Taken, subscribed and sworn before me this	day of	, 20
Notary Public		
Notary Public in and for the County of	, State of	·
My commission	expires	

ATTACHMENT F CERTIFICATION OF PRIMARY PARTICIPANT REGARDING NON-COLLUSION

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

State of, County of	;	
I,(Name of Affidavit)		being first duly sworn, do hereby state that
I am(Capacity)	of	(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 ex	pires	

ATTACHMENT G CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DELINQUENT PERSONAL PROPERTY STATEMENT

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

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

\$	_ Delinquent Personal Property Tax *	
\$	_ Penalties *	
\$	Interest *	
\$	Total *	
* Mark "N/A" if not applicable		
	Signature and Title of Auth	orized 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 commissio	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 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 Co	mmitted to this Firm%	It is a WBE	[] DBE[] MBE	[]
Firm Name				
Contact Name				
Address 1				
City, State		Zip		
Telephone		Fax		

Email		
Certified by	Date	

Amount of Bid Co	mmitted to this Firm%	It is a WBE	[]DBE[]MBE []
Firm Name			
Contact Name			
Address 1			
City, State		Zip	
Telephone		Fax	
Email			-
Certified by		Date	
Amount of Bid Con	mmitted to this Firm%	It is a WBE	[]DBE[]MBE []
Firm Name			
Contact Name			
Contact Name Address 1			
Address 1		Zip	
Address 1 Address 2		Zip Fax	
Address 1 Address 2 City, State			

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.
- Attach phone logs, letters, notes, etc. to document your followup activity to your initial enquiry to
 Supplemental Paratransit for Breckenridge Village
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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 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-assis	ted Contracts
Legal Name of Business	
Contact Person's Name (first, last)	
Age of your business (in years)	
Type of Business (choose a	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 Products and Services	□ Lawn & Landscaping
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, Windows, Cement, etc.)	□ 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 category that best applies to your business.

[A requirement per 49 CFR Part 26.11.]

- o \$0 \$500,000
- o \$500,000 \$1 million
- o \$1 million \$2 million
- o \$2 million \$5 million
- o \$5 million or more

Is your business registered as a DBE?

 $\square \ NO$