



The regional transit authority for Lake County

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

REQUEST FOR PROPOSALS

for

LAWN & LANDSCAPE MAINTENANCE SERVICES FOR LAKETRAN HEADQUARTERS

PROPOSALS DUE BY: February 7, 2020 at 12:00 p.m.

Pre-Proposal Conference: January 21, 2020 from 10:00 – 11:00 a.m. at Laketransit Headquarters.

MANDATORY

Date Issued: January 7, 2020

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

1.0 GENERAL

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

1.1 Purpose

LAKETTRAN seeks bids from qualified firms to provide lawn maintenance services for Laketrans Headquarters.

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

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

1.2 Due Date and Location

Bids are due in LAKETTRAN's offices by: February 7, 2020 at 12:00 p.m.

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

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

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

- Proposals will be in a sealed envelope. The exterior will be explicitly labeled as follows:
 - Lawn and Landscape Maintenance
 - Due 2/7/20
- Bidder bears total responsibility for ensuring their proposal is complete and arrives on time.
- Proposals submitted by Fax will not be considered.
- Bidder must comply with each and every requirement of this RFP to be considered responsive.

1.3 Schedule

The following schedule will be followed for this procurement:

January 7, 2020	Issuance of RFP
January 21, 2020 at 10:00 a.m.	Pre-Proposal Conference at Laketran HQ
February 7, 2020 12:00 p.m.	Proposals Due

1.4 Length of Time Proposals Will be Good

Proposals will be good for ninety (90) days.

The length of time proposals will be good - plus the schedule for the project - will be automatically extended by the amount of time required for LAKETLAN 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 bid/proposal must be submitted. Please include one (1) electronic copy of the proposal(s) either on CD or USB (this is for administrative purposes only). The electronic copy may also be emailed to aaaby@laketran.com.

1.6 Proposal Bond, or Certified or Cashier's Check

Not Required.

1.7 Performance Bond

Not Required.

1.8 Insurance

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

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

additional insured. This coverage will 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 will be included under the prime contractor's policies or will finish separate certificates and endorsements for each subcontractor. All coverages for subcontractors will be subject to all requirements of this section.
- g) All coverages will be written on an occurrence basis.
- h) All must give Laketrans at least 30 days written notice of cancellation, non-renewal and/or material changes.

All policies will 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, will 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.

Subcontractors are not permitted for this contract.

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

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

The Contractor must promptly notify Laketrans whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The

Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Laketrans.

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

1.11 Presentations

LAKETRAN may ask Proposer to explain elements of their proposal.

1.12 Inquiries

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

1.13 Clarifications, Approved Equals, Supplements

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

1.14 Form of Proposal

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

Unless otherwise specified in this RFP, only the forms prescribed in Section 4 will 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 will 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 will, as soon as possible, be tabulated and become a public record.

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 LAKETTRAN upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to said LAKETTRAN or has failed to perform faithfully any previous contract with LAKETTRAN.

1.21 Tie-Breaking (IFB only)

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

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

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

1.23 Right to Verify Proposal - Single Proposal

LAKETTRAN will verify proposals. In the event of a single proposal response, this solicitation will be automatically converted to a negotiated purchase which will require the Contractor/Proposer to negotiate a fair and equitable price. LAKETTRAN retains the right to request certifiable cost analysis data which the Proposer must provide. LAKETTRAN 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 will be good.

1.24 Vehicle Trade-ins

Not Required.

1.25 Award of Contract

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

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

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

1.26 Contractual Terms and Conditions

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

This will be a one year firm-fixed price contract term with a four year options at the sole discretion of Laketrان (for a maximum contract length of five (5) years).

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

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

3.0 SCOPE OF WORK

It is imperative that bidders read this procurement thoroughly to understand Laketrans' requirements. Laketrans desires to hire a contractor that will take real ownership of this project. The outward appearance of Laketrans must reflect our reputation for reliability and quality.

Laketrans seeks high quality workmanship and landscaping that is neat and easily maintained.

3.1 Pre-Proposal Meeting

There will be a **mandatory** pre-proposal meeting on January 21, 2020 at 10:00 a.m. at Laketrans Headquarters. In order for your proposal to be evaluated, you must attend this meeting in person or by conference call.

Contact Andrea Aaby, Procurement and Grants Specialist, at aaaby@laketrans.com to be sent the conference call information.

If extenuating circumstances prevent you from attending the pre-proposal meeting, you must contact Andrea Aaby prior to the start of the meeting.

3.2 Laketrans Headquarters – 555 Lakeshore Blvd., Painesville

The successful contractor will supply all personnel and supplies needed to maintain the landscape. The lawn and landscape season is defined as April – November of each year. Weather conditions may shorten or extend the season.

Lawn maintenance of Headquarters will be maintained at a groomed 3" height. Laketrans may request to have the maintenance done at other times as deemed necessary.



3.3 Spring Clean Up

- All beds, grass areas, and parking lots will be cleared of winter debris.
- Remove all debris from property and properly disposed. Do not just put into wooded areas.
- Deep edge and remove all weeds from all beds and tree rings.
- Remove all weeds in beds and around the retention pond.
- Inform Laketran of any trees or plants that did not survive the winter months and request possible replacement.
 - To be invoiced separately after approval from Laketran
- Along the entire fence line, remove all vines/ivy from the fence.
 - This can be accomplished by cutting or spraying with weed killer.

3.4 Mulch Application

- Remove build-up of old mulch and soil in tree rings to expose the root flare to ensure trees don't become root bound.
- Install shredded hardwood mulch to all tree rings and flower beds in 2020 at a depth of 2 inches.
- Mulch should be installed no later than June 1, 2020.

3.5 Maintenance Program

- Mowing to maintain a groomed height of up to three (3) inches.
- Edging along tree rings, flower beds, sidewalks and driveways.
- Weed control of tree rings, flower beds, the area around the ponds and the lawn.
 - Weed control may be put down to help control the weeds, as long as it is not harmful to the plants.
- All sidewalks and parking lots shall be blown of landscape debris at the end of each visit with trash being removed from the area first
- Leaves shall be removed from beds during all visits for a crisp clean look
- Expansion joints, cracks, and curb lines shall remain weed free
- Two pruning visits, one in April and the other in September, for all bushes, plants and trees.
 - Maintain safety: Remove low-growing branches if they impede passing vehicles (or pedestrian) traffic or obscure oncoming traffic from view. You may also need to take out split or broken branches before they have the chance to come crashing down. Prune out low-hanging, whip-like branches (especially those with thorns) that may strike passersby.
 - Remove undesirable growth: Prune out unwanted growth periodically. Cut out wayward branches, remove thin growth, remove suckers (stems growing up from the roots) and water sprouts (upright shoots growing from the trunk and branches).
 - Trim or remove branches that touch or scrape the building.
 - Promote plant health: Trees and shrubs will stay healthier if branches that are diseased, dead, pest-ridden, or rubbing together.

- Any signs that are on Laketran property must be put back in place once the mowing is complete.

3.6 Fence Line Maintenance

- The fence line, surrounding the property must be clear of all weeds and vines. Brush hogged, at a minimum of 10 feet from the outside of the fence 3 times a year, 1st of May, mid-July and late October.

3.7 Weed and Feed

Four (4) applications of weed and feed on the lawn areas, to be done in April, June, August and October.

3.8 Fall Clean-up

- In the fall, leaves are to be raked and swept.
- Leaves will be removed from the property.
 - Do not blow or rake into wooded areas.

3.10 2021-2024 Spring Clean-up

Subsequent years may require less mulch than in 2020.

3.11 Workmanship

All work shall be performed in a good and workmanlike manner by skilled experienced workers. Employees shall be in uniform, with clearly designated vehicle bearing the company name

3.12 Payment

Laketran is Net-30. Laketran will only pay for services rendered. Therefore, Laketran will not pay for mulch, spring or fall clean-up until the work has been performed.

Invoices must clearly state what is being billed. The cost of spring/fall clean-up cannot be amortized throughout the year.

3.13 Evaluation of Proposals

Laketrans will evaluate proposals based upon the following criteria:

	Poor	Below Expectations	Meets Expectations	Exceeds Expectations	Outstanding
History of quality work – provide references					
Demonstration of understanding of project’s objectives					
Capability to perform the work					
Completion of all Forms					
Past Performance					
Price					

Laketrans reserves the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or price. In other words, the lowest price proposal is not guaranteed to be the best value.

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, I**
- 6. One (1) original plus one (1) copy of proposal(s) must be submitted.**

Proposers may submit photographic evidence of past work, brochures, or other information to bolster the proposal. Please limit to 10 pages total (does not include mandatory forms).

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

Name _____

Company _____

Address _____

Phone _____ Email: _____

Name of Authorized Individual: _____

Signature of Authorized Individual: _____

Bids will 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
Laketrans Pricing Form
RFP Lawn and Landscape Maintenance at Headquarters 2020

	Fee Schedule	2020	2021	2022	2023	2024
Maintenance	monthly	\$	\$	\$	\$	\$
Spring Clean-up	onetime fee	\$	\$	\$	\$	\$
Mulch	onetime fee	\$	\$	\$	\$	\$
Fence Line Maintenance	3x	\$	\$	\$	\$	\$
Weed and Feed Lawn Care	4x	\$	\$	\$	\$	\$
Fall Clean-up	onetime fee	\$	\$	\$	\$	\$
Total Annual Cost		\$	\$	\$	\$	\$

**ATTACHMENT B
CONTACT INFORMATION FORM**

Laketrans requires a primary point of contact and a back-up. Please list them below.

Primary Contact:

Name: _____

Phone: _____

Back-up Contact:

Name: _____

Phone: _____

REFERENCES:

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

Reference #1

Name: _____

Phone: _____

Email: _____

Work Completed: _____

Years of Service: _____

Reference #2

Name: _____

Phone: _____

Email: _____

Work Completed: _____

Years of Service: _____

Reference #3

Name: _____

Phone: _____

Email: _____

Work Completed: _____

Years of Service: _____

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 will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned will 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 will certify and disclose accordingly.

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

Executed this _____ day of _____ 20____

By _____
Signature of Authorized Official

Title of Authorized Official

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

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

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

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

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

Signature and Title of Authorized Official

Date

ATTACHMENT E
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING STANDARD PROJECT ASSURANCES

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

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

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

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

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

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

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

Signature and Title of Authorized Official

Date

Notary Executes Here:

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

Notary Public

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

My commission expires _____.

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

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

State of _____,
County of _____,

I, _____ being first duly sworn, do hereby state that
(Name of Affidavit)

I am _____ of _____
(Capacity) (Name of Firm, Partnership, Corporation)

Whose business is _____

And who resides at _____

And that _____
(Give names of all persons, firms, or corporation interested in the bid)

is/are the only person(s) with me/us in the profits of the herein contained contract; that the contract is made without any connection or interest in the profits thereof with any persons making any bid or bid for said work; that the said contract is on my/our part, in all respects fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

Signature and Title of Authorized Official

Date

Notary Executes Here:

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

Notary Public

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

My commission expires _____.

ATTACHMENT G
CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
DELINQUENT PERSONAL PROPERTY STATEMENT

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

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

\$ _____ Delinquent Personal Property Tax *

\$ _____ Penalties *

\$ _____ Interest *

\$ _____ Total *

* Mark "N/A" if not applicable

Signature and Title of Authorized Official

Date

Notary Executes Here:

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

Notary Public

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

My commission expires _____.

ATTACHMENT H
CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
DBE CERTIFICATION
6 Pages

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

Bidder must complete and certify to one of the following:

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

All bidders must execute Part E of this section.

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

Part A

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

Part B

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

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

Email			
Certified by		Date	

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

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

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

Total Participation by DBE-MBE-WBE	
------------------------------------	--

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

If No, complete Parts C and D below.

Part C

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

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

Part D

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

1. List the dates of advertisements placed in general circulation, trade association and minority-focus media concerning the subcontracting opportunities.
2. Attach copies of correspondence soliciting bids from DBE-MBE-WBE firms.
3. Attach phone logs, letters, notes, etc. to document your followup activity to your initial enquiry to

determine with certainty whether the DBE-MBE-WBE firms were interested.

4. Discuss how you selected portions of the work to be performed by DBE-MBE-WBE firms in order to increase likelihood of meeting the participation goals.
5. Discuss how you provided adequate information to DBE-MBE-WBE firms about this contracting opportunity.
6. Explain your good faith negotiations with interested DBE-MBE-WBE firms and your sound reasons for rejecting them.
7. Discuss your efforts to assist DBE-MBE-WBE firms in obtaining bonding, lines of credit or insurance required by this tender.
8. Discuss your efforts to assist DBE-MBE-WBE firms in obtaining equipment, supplies, materials or related assistance.
9. Describe the minority community organizations, minority contractor's groups, local, state and federal minority business assistance offices or listings and other organizations that provide assistance in identifying and subcontracting with DBE-MBE-WBE firms.
10. Describe other efforts not covered by 1 through 8 above to indicate your affirmative action to obtain DBE-MBE-WBE participation on this tender.

Part E

Signature and Title of Authorized Official

Date

Notary Executes Here:

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

Notary Public

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

My commission expires _____.

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

I. When a contract DBE goal is established on a USDOT-assisted contract, a bidder must, in order to be responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways as follows:

1. The bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose.

2. Even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. The quality, quantity, and intensity of the different kinds of efforts that the bidder has made to obtain DBE participation are key to a finding the bidder made good faith efforts. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements.

III. The following is a list of types of actions that demonstrate a bidder's good faith efforts to obtain DBE participation. This is not a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. Negotiating in good faith with interested DBEs.

It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in

finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services. H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/ women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

IV. Determining whether a bidder has made good faith efforts can take into account the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, the question must be asked whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, this will be viewed in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

ATTACHMENT I
LAKETRAN BIDDER REGISTRATION FORM

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

Legal Name of Business _____

Contact Person's Name (first, last) _____

Age of your business (in years) _____

Type of Business (choose all that apply)

- | | |
|---------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <input type="checkbox"/> Advertising | <input type="checkbox"/> Fuel Systems and Technology |
| <input type="checkbox"/> Architecture | <input type="checkbox"/> Functional Capacity Assessment |
| <input type="checkbox"/> Auction Services | <input type="checkbox"/> Graphic Design |
| <input type="checkbox"/> Automobile Sales or Distributor | <input type="checkbox"/> HVAC |
| <input type="checkbox"/> Bicycle | <input type="checkbox"/> Industrial Equipment & Components |
| <input type="checkbox"/> Bus and Automobile Maintenance Products and Services | <input type="checkbox"/> Lawn & Landscaping |
| <input type="checkbox"/> Bus Exterior Products/Services | <input type="checkbox"/> Marketing |
| <input type="checkbox"/> Bus Interior Products/Services | <input type="checkbox"/> Office Products including printers and faxes |
| <input type="checkbox"/> Bus Manufacturer | <input type="checkbox"/> Printing Services |
| <input type="checkbox"/> Bus Sales or Distributor | <input type="checkbox"/> Roofing |
| <input type="checkbox"/> Bus Technology | <input type="checkbox"/> Security Systems |
| <input type="checkbox"/> Cleaning or Janitorial | <input type="checkbox"/> Signage |
| <input type="checkbox"/> Computer Services & IT | <input type="checkbox"/> Snowplowing & Snow Removal |
| <input type="checkbox"/> Construction (includes Roofing, Windows, Cement, etc.) | <input type="checkbox"/> Technology |
| <input type="checkbox"/> Consulting Services | <input type="checkbox"/> Telecommunications |
| <input type="checkbox"/> Engineering Services | <input type="checkbox"/> Temporary Employment Agency |
| <input type="checkbox"/> Fare Collection and Fare Technology | <input type="checkbox"/> Transit Partner |
| <input type="checkbox"/> Financial, Banking, & Auditing | <input type="checkbox"/> Uniforms & Shoes |
| <input type="checkbox"/> Fuel | <input type="checkbox"/> Utilities - electric, plumbing, sewer |
| | <input type="checkbox"/> 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.]

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

Is your business registered as a DBE?

YES

NO