



The regional transit authority for Lake County

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

INVITATION TO BID

for

PROPANE FUEL FOR VEHICLES

BIDS DUE BY: October 29, 2021 at 2:00 p.m. EST

A public bid opening will be held at 2:00 p.m. at Laketransit Headquarters and via Zoom:

<https://us02web.zoom.us/j/83765663833>

Meeting ID: 837 6566 3833

One tap mobile

+16465588656,,83765663833# US (New York)

Date Issued: October 1, 2021

Contact:

Andrea Aaby, Director of Compliance & Development

440-350-1022

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

LAKETRAN seeks proposals from qualified firms to supply propane fuel for Laketrans' Dial-a-Ride vehicles.

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 29, 2021 at 2:00 p.m. EST

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 day's delivery time is allowed.

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

ITB Propane Fuel

Due 10/29/21

- Proposer bears total responsibility for ensuring their proposal is complete and arrives on time.
- Proposals submitted by electronic submission 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:

10/1/21	Issuance of RFP
10/29/21 at 2:00 p.m. EST	<p>Bids Due</p> <p>A public bid opening will be held in person and via Zoom https://us02web.zoom.us/j/83765663833</p> <p>Meeting ID: 837 6566 3833 One tap mobile +16465588656,,83765663833# US (New York)</p>
11/22/21	Laketran's Board of Trustees approves the award of the contract

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 bid(s) must be submitted.

1.6 Bid Bond, or Certified or Cashier's Check

Each bid shall be accompanied by a certified or cashier's check on a solvent bank in an amount which shall not be less than **five (\$500.00) hundred dollars**, as assurance that a contract will be entered into. Said check shall be made in favor of Laketran.

A bid or proposal bond in an amount not less than **five (\$500.00) hundred dollars** is acceptable in lieu of the certified or cashier's check.

1.6.1 Bid Bond Requirements

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to Laketran and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by Laketran to reject any and all bids, or part of any bid. It is agreed that the Bid may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the written consent of Laketran.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within ninety (90) days after the bid opening without the written consent of Laketran, or if the bidder shall refuse or be unable to enter into this Contract, as provided above, or unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, or adequate and acceptable insurance, he shall forfeit his bid security to the extent of Laketran damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested will render the bid unresponsive.

1.6.2 Disposition of Bid Security

Said certified or cashier's check to be forfeited to Laketran as agreed amount of liquidated damages in case of failure to enter into a contract as above described. The check will be released or returned to the bidder in the case his proposal is rejected.

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

1.7.1 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 policies or shall finish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all requirements of this section.
 - g) All coverages shall be written on an occurrence basis.
 - h) All must give 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)

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)).

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.

1.12 Buy America Certification

Not required.

1.13 Presentations

LAKETRAN may ask Proposer to explain elements of their proposal.

1.14 Inquiries

All questions pertaining to this RFP should be directed to Andrea Aaby, Director of Compliance & Development, at (440) 350-1022 or sent to aaaby@laketrans.com.

1.15 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.

1.16 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.

1.17 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.

1.18 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.

1.19 Withdrawal of Proposal

No proposal will be allowed to be withdrawn after it has been opened by LAKETRAN.

1.20 Consideration of Proposal

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

1.21 Rejection or Acceptance of Proposal

LAKETRAN reserves the right to accept or reject any or all bids, 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.

1.22 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.

1.23 Tie-Breaking (IFB only)

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

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

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

1.25 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.

1.26 Vehicle Trade-ins

Not Required.

1.27 Form of Bid

All forms must be completely filled in, signed and otherwise executed as indicated. Failure to do so can result in your bid being declared "unresponsive". Unless otherwise specified in this IFB, only the forms prescribed in Section 4 shall be included with your bid. Additional material is not

required and its review cannot be guaranteed.

By submitting a bid, bidder represents that at least twenty percent (20%) of the work of its bid will be performed by its employees and will not be subcontracted.

The IFB may provide for submission of a price or prices for one or more items, which may be lump sum bids, alternate prices, unit prices or a combination thereof or other bidding arrangements. Where the Form of Bid explicitly requires that the bidder bid on all items, failure to do so will disqualify the bid.

The contract price may be subject to reduction if cost or pricing data furnished is incomplete, inaccurate or not current.

LAKETRAN may consider an offer unacceptable if the prices or rates proposed are materially unbalanced between line items or categories. An offer is materially unbalanced when it is based on prices or rates that are significantly less than cost or market value for some items and prices or rates, which are significantly overstated in relation to cost or market value for other work, creating a reasonable doubt that the offer may result in the lowest overall cost even though it may be the lowest evaluated offer, or if it is so unbalanced as to be tantamount to allowing an advance payment.

1.28 Authorized Negotiators

Bidder shall identify person(s) who may represent the firm in contract negotiations.

1.29 Award of Contract

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

Duration of the proposed contract shall be for deliveries covering calendar year 2022 - 2026. The contract goes into effect January 1, 2022.

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

1.31 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 5 year contract term based upon the Mont Belvieu, Texas spot price.

1.32 Cost of Preparation

All costs incurred by any Proposer prior to notice-to-proceed will not be reimbursed by

LAKETRAN.

1.33 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.

1.34 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.

1.35 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.

1.36 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.

1.37 Addenda to RFP

LAKETRAN/APT reserves the right to amend the RFP at any time. Any amendments to the RFP shall be described in written addenda. Notification of the addenda also will be distributed to all prospective Proposers officially known to have received the RFP. Failure of any prospective

Proposer to receive the notification or addenda shall not relieve the Proposer from any obligation under the RFP therein. All addenda issued shall become part of the RFP. Prospective Proposers shall acknowledge the receipt of each individual addendum in their Proposals on the form Acknowledgement of Addenda. Failure to acknowledge in the Proposal receipt of addenda may at the Agency's sole option disqualify the Proposal.

1.38 Notice of Commencement

Not Required.

2.0 TERMS AND CONDITIONS IN CONTRACT FORM

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

2.1	Independent Contractor	2.42	Davis Bacon Act (Prevailing Wage Rates for Construction Contracts)
2.2	Contractor's Obligation	2.43	Project Sign (Construction Projects Only)
2.3	Buyer's Obligation	2.44	Interest of Members or Delegates to Congress
2.4	Scope of Work	2.45	Conflict of Interest
2.5	Contract Period	2.46	False or Fraudulent Statements and Claims
2.6	Cost	2.47	No Federal Government Obligations to Third Parties
2.7	Performance Bond/Insurance	2.48	Privacy
2.8	Notice to Proceed	2.49	Procurement
2.9	Contract Modification	2.50	Special Requirements for Transit Service Contracts
2.10	Subcontract Approval	2.51	Contract Work Hours and Safety Standards Act as Amended (Construction Projects Only)
2.11	Substitution of Subcontractor/ Independent Contractor	2.52	Copeland "Anti-Kickback" Act as Amended (Construction Projects Only)
2.12	Disadvantaged Business Enterprise	2.53	Seismic Safety (Construction Projects Only)
2.13	Equal Employment Opportunity	2.54	Hatch Act/Work Day and Work Week Standards (for Construction Contracts)
2.14	Noncompliance (EEO/DBE)	2.55	Cargo Preference
2.15	Delivery	2.56	Drug and Alcohol Testing
2.16	Payment	2.57	Clean Air
2.17	Liquidated Damages	2.58	Clean Water
2.18	Taxes	2.59	Energy Conservation
2.19	Inspection	2.60	Recycled Products
2.20	Explanations (Written and/or Oral)	2.61	Certifications
2.21	Audit and Inspection of Records	2.62	Compliance with Laws and Regulations
2.22	Right to Adjust Cost	2.63	Severability of Contract
2.23	Failure to Meet Specifications	2.64	Applicable Law and Jurisdiction
2.24	Quantity and Quality	2.65	Integrated Agreement
2.25	Warranties	2.66	Contractor's Representation
2.26	Indemnification	2.67	Laketran's Understanding
2.27	Hold Harmless	2.68	OEM Part Numbers
2.28	Disputes	2.69	Options, Assignment by Laketran
2.29	Rights Upon Breach	2.70	Non-Smoking Policy
2.30	Notification of Proceedings	2.71	Funding Agencies
2.31	Termination/Breach of Contract	2.72	Jurisdiction
2.32	Assignment	2.73	Promoting COVID-19 Safety
2.33	Covenant Against Contingent Fees	2.74	Notification of Legal Matters that affect the Federal Government
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		

3.0 SCOPE OF WORK

Laketrans desires to enter into a contract for the sale and delivery of propane auto gas. Laketrans owns and operates a 30,000-gallon propane tank with two fuel dispensers at Laketrans's main headquarters located at: 555 Lakeshore Blvd., Painesville Township, Ohio 44077.

3.1 Primary Contact

Primary contact for fuel deliveries and fuel invoicing shall be:

Keith Bare
Director of Maintenance
440-350-1036
kbare@laketrans.com

3.2 Usage/Fleet Information

Laketrans currently has 72 cutaway buses in our fleet; roughly 65% of which are powered by propane. Laketrans began converting buses from diesel to propane or gasoline in 2017. The final round of diesel cutaway buses is estimated to be phased out in 2023. Therefore, Laketrans's propane fuel usage has increased annually as more buses in the fleet are converted to propane.

Average yearly fuel usage

Year	Gallons Propane Consumed
2018	14,422
2019	91,471
2020	169,099
2021 (YTD 8/28/21)	165,905

	Miles Run for 2021 (YTD 8/28/21)	Fuel Gallons in 2021 (YTD 8/28/21)	MPG
Total for Propane Vehicles	934,029	165,904	-
Average for Propane Vehicle	22,238	3,950	5.63
Median per Propane Vehicle	17,566	4,274	4.11

3.3 Propane Specifications

The type of propane to be provided shall be HD5.

Methanol, supplied by Laketrans, must be added by the delivery driver as appropriate for cold

weather operation in motor vehicles

3.4 Propane Vendor Requirements (aka Keep Full Requirement)

Laketrans provides a critical lifeline for many residents of Lake County by providing trips to medical appointments including dialysis and other critically important medical visits. Laketrans is also a first responder in the community by providing buses to support police and fire departments throughout Lake County. Running out of fuel is unacceptable and greatly damages Laketrans's operations and our reputation with the community. Laketrans expects to be of the highest priority when compared to all the bidder's customers.

Any vendor bidding on this agreement will not be permitted to allow Laketrans's supply of propane to drop below 7,000 gallons in the tank on any given day.

Failure to adhere to this standard will result in a financial penalty of \$5,000 per 24-hour period the tank is below 7,000 gallons. In addition, should the vendor not be able to rectify the shortage Laketrans will use any means necessary to fill the tank to an acceptable limit; the cost of which will be billed to the vendor.

Please note, this penalty may be waived on a case by case basis by Laketrans in the event a catastrophic event occurs. For the penalty to be waived the vendor will submit a request in writing to Laketrans's Director of Maintenance using the contact information in this document. Laketrans will respond within 5 business days in writing indicating whether or not the clause will be waived.

It is required that vendors place a tank-monitoring device on the tank and deliver fuel as needed, without a request from Laketrans.

3.5 Delivery Hours

Fuel deliveries will be accepted Monday-Friday 5:00am to 8:00pm.

Laketrans's delivery address is: 555 Lakeshore Blvd. Painesville Twp., OH 44077.

3.6 Bid Pricing

Laketrans is purchasing propane at the cost of the Mont Belvieu Weekly Average price per gallon. The bid requested is for the "Per Gallon Markup", not the price of the fuel.

The bid price, or "Per Gallon Markup", is the premium the vendor will apply to the published Mont Belvieu, Texas weekly average spot price for \$US/gallon.

The bid price submitted for this procurement will account for the price per gallon of the vendor's fees including, but not limited to, transportation, insurance, profit, etc. The bid price is all inclusive. Vendors must complete Attachment A Pricing Page.

Laketran shall not be charged more than the Mont Belvieu Weekly Average at the time of the delivery plus the Contractor's submitted markup per gallon.

3.7 Invoice Information

The invoice submitted to Laketran for payment is required to list the Mount Belvieu, TX weekly average spot price, gallons of propane delivered, and the bid price per gallon.

Invoices submitted to Laketran shall contain the following information:

- Delivery date
- Amount delivered in gallons
- Time of delivery
- Average weekly Mont Belvieu spot price for the week of delivery
- Total per gallon cost per gallon
- Total amount due for the entire invoice not exceeding 2 decimal places for cents
- Name of delivery driver

Before payment is issued, Laketran will compare the price listed on the vendor's invoice with information posted on the United States Energy Information Administration's website - <https://www.eia.gov/petroleum/>.

The formula for the final fuel price to Laketran will be:

Mount Belvieu price + vendor's bid price = total price paid per gallon by Laketran.

3.8 Safety/MSDS

- Contractor will be requested to submit a "Material Safety Data Sheet" designed to meet OSHA requirements pursuant to any hazardous effect, which may be caused due to any chemical compound and/or formulation of the item being bid.
- If the chemical composition of the compound being bid does not contain any hazardous effect, the contractor must indicate so on the "Material Safety Data Sheet".
- Any and all MSDS sheets will be provided to Laketran's Director of Maintenance using the contact information provided in this document.

3.9 Responsibility for Materials Shipped

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

During the decontamination period, Laketran will still need to operate the propane fleet. Laketran will use any means necessary to obtain propane fuel for the fleet. The vendor will be financially responsible for all expenses incurred by Laketran to maintain operations including but not limited to equipment rental, labor hours (including overtime), the cost of fuel above the

contracted price, and cost per mile at the IRS standard mileage rate if the vehicles must be fueled offsite. These expenses will be billed to the vendor along with a \$1,000/day penalty until the contamination problem is resolved and normal refueling begins.

4.0 REQUIRED FORMS

The following forms must be included with your Bid:

√		# of Pages	Signature	Notary
	Acknowledgement of Addenda	1		
	Attachment A - Pricing Form	1		
	Attachment B - Contact Information and References	1		
	Attachment C - Lobbying Form	1		
	Attachment D - Debarment Form	1		
	Attachment E - Standard Project Assurances	1		
	Attachment F - Non-Collusion Form	1		
	Attachment G - Delinquent Personal Property Form	1		
-	Attachment H - Disadvantaged Business Enterprise (DBE)	16	NA	
	Attachment I - Bidder Registration Form	1		
	W-9			
	Certificate of Insurance			
	Original and one copy of the bid/proposal			

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.

Name _____

Company _____

Address _____

Phone _____ Cell _____

Email: _____

Name of Authorized Individual: _____

Signature of Authorized Individual: _____

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Failure to acknowledge receipt of all 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 - LAKETLAN PRICING FORM

Below, list the premium the vendor will apply to the published weekly average Mont Belvieu Spot Price for \$US/gallon.. Laketran shall not be charged more than the Mont Belvieu Weekly Average at the time of the delivery plus the Contractor's submitted markup per gallon.

The price per gallon as bid below to deliver Liquid Propane to Laketran for up to five years is to be inclusive of all fees including but not limited to transportation, profit, taxes, etc.

Prices will be firm for ninety (90) days from the closing date of this solicitation. Prices accepted for an award will be firm throughout the duration of the contract.

2022 \$_____ / gallon

2023 \$_____ / gallon

2024 \$_____ / gallon

2025 \$_____ / gallon

2026 \$_____ / gallon

**ATTACHMENT B
CONTACT INFORMATION FORM**

LAKETRAN requires a primary point of contract and a back-up. Please list them below.

Primary Contact:

Name: _____

Phone: _____

Back-up Contact:

Name: _____

Phone: _____

REFERNCES:

(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 shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Executed this _____ day of _____ 20____

By _____
Signature of Authorized Official

Title of Authorized Official

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

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

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

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

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

Signature and Title of Authorized Official

Date

ATTACHMENT E
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING STANDARD PROJECT ASSURANCES

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

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

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

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

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

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

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

Signature and Title of Authorized Official

Date

Notary Executes Here:

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

Notary Public

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

My commission expires _____.

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

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

State of _____,
County of _____,

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

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

Whose business is _____

And who resides at _____

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

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

Signature and Title of Authorized Official

Date

Notary Executes Here:

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

Notary Public

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

My commission expires _____.

**ATTACHMENT G
CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
DELINQUENT PERSONAL PROPERTY STATEMENT**

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

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

\$ _____ Delinquent Personal Property Tax *

\$ _____ Penalties *

\$ _____ Interest *

\$ _____ Total *

* Mark "N/A" if not applicable

Signature and Title of Authorized Official

Date

Notary Executes Here:

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

Notary Public

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

My commission expires _____.

**ATTACHMENT H - DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
INFORMATION FOR BIDDERS**

The only eligible source of Disadvantage Business Enterprise firms is the ODOT Unified
Certification Program DBE directory:

<https://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/DBE-Directory.aspx>

DBE Program Purpose:

The DBE program is a federal program operating under the guidance of the United States Department of Transportation (U.S. DOT). Authorization for the program comes from 49 Code of Federal Regulations Part 26 (49 CFR 26).

The overall goal of the DBE program is to ensure that firms owned and controlled by minorities, women, and other socially and economically disadvantaged persons have the opportunity to grow and become self-sufficient in order to create a level playing field on which they can compete fairly for contracts and subcontracts in the transportation industry.

Laketran recognizes certifications only from the Ohio Department of Transportation Unified Certification Program (UCP).

Laketran has set a 0% DBE participation goal for this contract.

If a DBE goal has been established for this contract, all proposers/bidders must submit the
following with their proposals/bids:

Enclosure 1 – Schedule of Subcontractors

Enclosure 2 – Declaration of Proposed DBE Utilization

Enclosure 3 – Affidavit of DBE Intent to Perform as a Subcontractor/Supplier/Consultant

Enclosure 4 – DBE Subcontractor/Consultant Good Faith Effort Log

LEGAL NOTICE:

Use of false, fraudulent or deceitful statements, representations or information by a prime contractor or subcontractor in furtherance of satisfying LAKETRAN's DBE Program requirements or objectives may subject the prime contractor, the subcontractor, or both to legal action pursuant to 49 CFR Part 26, including but not limited to 49 CFR 26.107, in addition to any other legal remedies available to LAKETRAN under the contract or pursuant to applicable law.

Laketran Contact Person:

If you are in need of assistance, or have questions regarding LAKETRAN's DBE Program, please contact: Laketran DBE Liaison Officer at 555 Lakeshore Blvd., Painesville Twp., OH 44077 or aaaby@laketran.com.

ATTACHMENT I
LAKETLAN BIDDING 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
faxes | <input type="checkbox"/> Office Products including printers and |
| <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) |
| <input type="checkbox"/> Other - describe using key words _____ | |

Business Street Address _____

City _____ State ____ Zip Code _____

Email Address _____ Website URL _____

Gross Annual Receipts – check the box for the category that best applies to your business. [A requirement per 49 CFR Part 26.11.]

- | | | |
|---|--|--|
| <input type="checkbox"/> \$0 - \$500,000 | <input type="checkbox"/> \$500,000 - \$1 million | <input type="checkbox"/> \$1 million - \$2 million |
| <input type="checkbox"/> \$2 million - \$ 5 million | <input type="checkbox"/> \$5 million or more | |

Is your business registered as a DBE?

YES

NO