



The regional transit authority for Lake County
555 Lake Shore Boulevard • Painesville, Ohio 44077
Phone: (440) 350-1000 • Fax: (440) 354-4202

REQUEST FOR PROPOSALS

For

COMPREHENSIVE INFORMATION TECHNOLOGY STRATEGIC PLAN

PROPOSALS DUE BY: August 26, 2022 at 12:00 p.m.

Pre-Proposal Conference: July 27, 2022 at 11:00 a.m.
555 Lakeshore Blvd. Painesville Twp. OH 44077

Or via Zoom:

<https://us02web.zoom.us/j/89941743792>
+13017158592,,89941743792#

Date Issued: July 14, 2022

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 develop a comprehensive information technology strategic plan.

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: August 26, 2022 at 12:00 p.m.

Proposals received after that date and time will not be accepted. Laketran's offices are located at 555 Lake Shore Boulevard, Painesville Township, Ohio 44077. This address should be used for overnight delivery, UPS, etc.

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

RFP IT Strategic Plan
8/26/22

- 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:

| | |
|-----------------------------------|---|
| July 14, 2022 | Issuance of RFP |
| July 27, 2022 at 11:00 a.m. EST | Pre-Proposal Conference at Laketran HQ 555 Lakeshore Blvd. Painesville Twp. OH 44077 Or via Zoom: https://us02web.zoom.us/j/89941743792 Meeting ID: 899 4174 3792 +13017158592,,89941743792# |
| August 10, 2022 at 4:00 p.m. EST | Last day for questions |
| August 17, 2022 | Final date for Laketran to answer questions |
| August 26, 2022 at 12:00 p.m. | Proposals Due |
| September 19 – September 30, 2022 | Interviews with top ranked firms (minimum of 3) |
| October 24, 2022 | Laketran Board of Trustees approves contract award |

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 two (2) copies of proposal(s) must be submitted. Please include one (1) electronic copy of the proposal(s) either on USB or emailed to aaaby@laketran.com (this is for administrative purposes only).

1.6 Proposal Bond, or Certified or Cashier's Check

Not Required.

1.7 Performance Bond

Not Required.

1.8 Insurance

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

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

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

1.9 Minimum Specifications

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

1.10 Request for Clarification/Approved Equal (RFCAE)

All requests for clarification of these specifications and for an approved equal (RFCAE) must be in writing on the form provided in Section 4 and must be received by the time specified in Section 1.3 above.

- Please note the items specified herein were selected through product comparisons and evaluation.
- Proposed alternates must match dimensions, finishes, performance and design features of the products specified herein.
- Catalogs, product information and/or specifications must accompany all RFCAE's.
- Bidders/proposers whose product or service exceeds the minimum specifications herein

need not submit an RFCAE. Such bidders/proposers may be required to prove they exceed these minimum specifications before being awarded a contract.

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@laketran.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

ORC 9.28 stipulates that for RFPs no information will be released about any proposer or proposal until a contract award is made.

1.21 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.

1.22 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)

Laketrans 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. Laketrans retains the right to request certifiable cost analysis data which the Proposer must provide. Laketrans 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.

1.28 Authorized Negotiators

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

1.29 Award of Contract

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.

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

1.30 Contractual Terms and Conditions

The terms and conditions of any contract that results between Laketrans and the successful Proposer are discussed in Section 2. This will be a firm fixed-price contract term. Laketrans's Board of Trustees will approve a not-to-exceed cost.

1.31 Cost of Preparation

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

1.32 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.

1.33 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.

1.34 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.

1.35 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.

1.36 Addenda to RFP

Laketran 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.

1.37 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

Laketran is soliciting the assistance of a qualified consulting team in the development of an Information Technology (IT) Strategic Plan.

This effort will include the development of a five (5) year plan that provides:

- Short-term and long-term guidance based on the sector “best practices” to modernize service delivery models and enhance customer service engagement.
- Assess the current IT infrastructure (e.g. hardware, software, network connectivity, etc.) for all service locations within the agency and identify strategies to address barriers.
- Evaluate areas of cyber risk and propose risk management mitigation strategies.
- Identify those IT conditions that will facilitate the advancement of Laketran’s strategic goals and ensure that underlying platform will allow for progressive process improvements and the enhancement of the delivery of high quality services through the use of technology.
- Review Laketran’s staffing and MSP support to determine if current structure and resource availability are appropriate for the needs of Laketran.
- Special attention and time shall be devoted to reviewing and understanding the unique line of business software suites used by Laketran - how these products are used and supported are critical to the success of Laketran.

3.1 Laketran’s Current IT Network and Assets

Laketran currently hosts 50+ physical and virtual servers; these servers are located in the Laketran HQ building server room and offsite transit centers. Some servers are used by third parties for vendor specific applications and clients and running agency specific programs.

ShoreTel phone system is hosted internally with a direct connection to Lake County Government that hosts the hub of a county-wide ShoreTel phone network.

Wireless networking services are provided at the main Laketran facility by SonicWall SonicPoints and Extreme Networks AP’s.

Card access security systems are hosted at the HQ facility and offsite transit centers physical locations.

IP camera security systems and servers are in all physical Laketran locations.

Core network switching is Cisco, Extreme Networks and NetGear L3 and L2 switching solutions. Connectivity between sites is VPN based through hardware-based firewall solutions.

Laketran maintains over 150 Desktops and Laptops and network devices in various department throughout the agency. Canon multi-function copiers are the current standard in place for network printing, scanning and copying needs.

A fleet of over 130 buses are equipped with cradlepoint LTE routers providing connectivity back

to HQ facility for LOB applications. All buses are also equipped with proprietary IP camera security systems and DVR's for on-bus video capture and storage.

3.2 Scope of Service

Perform a comprehensive assessment of the Laketrans' existing technology environment including human capital:

- Conduct a thorough analysis and provide recommendations on the Laketrans' current technology environment, including services, infrastructure, staffing, applications, security, funding, workflow processes and business systems.
- Conduct an assessment of current IT Governance structure to ensure that it best meet Laketrans' technology needs through the most appropriate service provision agreements, policies, resource availability and reporting relationships.
- Evaluate FTE IT staff versus consultant services (staffing needs).
- Identify practical and relevant public sector industry standards for IT Contingency Plan for Incident Response, Disaster Recovery, Business Continuity and Risk Management.
- Identify the key internal and external factors; strengths, weaknesses, opportunities and threats (SWOT analysis).
- Identify existing and available outsourcing relationships and opportunities.
- Evaluate and identify means and approaches to accommodate current and emerging technology requirements, major trends and upgrades facing Laketrans
- Conduct an assessment of customer needs by meeting with all levels of management and other key technology "customers" as well as IT.
- Identify workflow processes to ensure efficient service management and delivery to business units and the public.

3.3 Deliverables

Deliverables will include (but may not be limited to):

- A five year IT strategic plan with capital and operating funding estimates.
- A two year tactical plan and associated funding needs.
- Strength, weaknesses, and risk analysis.
- A list of opportunities for improvement and a recommended path to implement the recommended each of the improvements.
- Create, deploy, and analyze an end user survey (customer satisfaction survey) including interviews with director and assistant director level employees.
- An analysis of current work load of what work should be possible with the existing staff as well as options, if any, for changes in staffing levels and/or organization structure.
 - Specific and detailed attention must be given to Laketrans' unique line of business software and specific recommendations related to its support must be identified and quantified.
- Recommendations and a high-level roadmap on high-level technology areas including cloud strategy and infrastructure as a service, data analytics, storage technology, document management and retention, line of business software, and any other identified by the consultant.

- A final document suitable for posting on the Internet, including a Microsoft Word version.
- Up to two presentations to Laketran’s Board of Trustees

Any documentation prepared by the Consultant shall be provided to Laketran in both hard copies and electronic format. A Final Report shall be issued following staff comments on the draft.

The Final Report should provide sufficient information for policy decisions regarding operational and service options. Three (3) printed and bound copies of the Final Report will be required along with an electronic copy.

3.4 Laketran Provided Resources

- IT and other Laketran staff resources will be available to the consultant to provide assistance evaluating, assessing, and understanding Laketran’s current IT environment and business processes.
 - IT Director will be available for no more than eight (8) hours per week.
 - Other Directors and Assistant Directors will be available as needed.
- Laketran will provide the consultant with access to staff, documents, and meeting facilities for meetings/interviews.

3.5 Proposals

Proposals will be limited to 30 pages – not including a cover letter and the mandatory forms.

Proposal submissions must include the following information:

- Description of content of an information technology strategic plan for an agency the size of Laketran, including critical components of a strategic plan
- Provide a detailed description of your approach to the project, including key activities and tasks to complete to meet objectives outlined, and estimated project schedule.
- Specific plans for group sessions, interviews, and other mechanisms to gather business process information from departments and from IT. You must also provide an estimate of the amount of time required of Laketran staff involved in developing the strategic plan.
- A list of key project personnel and subconsultants, and their qualifications.
- Provide at least three (3) professional references for work that was performed similar to that requested in this RFP .
- Copies of two (2) plans completed for other entities – can be provided in hard copy or electronically.
 - Not included in the page limitations.
- A not to exceed cost proposal that reflects the project and must include breakdown of phases and/or milestones.

3.6 Exemption

In accordance with 2 CFR 200.319, the winning vendor of the strategic plan contract will be excluded from bidding on future projects that are bid as direct result/outcome of the strategic

plan.

3.7 Invoicing

- Laketran is a Net-30 organization.
- Laketran can only pay for work after it has been performed.
- Invoices must clearly state what work was performed.

3.8 Evaluation Criteria

Proposals will be evaluated using the following criteria:

| Evaluation Criteria | Maximum Points |
|--|-----------------------|
| Understanding of the Scope of Work | 20 |
| Ability to present technically complex concepts in a simple, comprehensible way | 10 |
| Experiences and references of the firm – additional consideration will be given to firms with experience working with public agencies and transit agencies | 20 |
| Experience with unique high maintenance line of business software. Examples: Trapeze, Safety Vision, Dossier, Sage | 20 |
| Qualifications of the staff - additional consideration will be given to staff who have experience working with public agencies and transit agencies. | 20 |
| Reasonableness of the cost | 10 |
| Total Points Awarded | 100 |

The firms with the highest ranked proposals will be invited to interview with the Evaluation Committee. Only firms that progress to the interview phase will be eligible to be awarded the contract. Laketran will interview a minimum of three (3) firms, but reserves the right to interview additional firms at its discretion.

- Each interview is expected to last one hour.
- Interviews will take place in person at Laketran Headquarters.
- The main point of contact proposed by the firm is expected to be in attendance.

The Committee will evaluate each interview using the following criteria:

| Evaluation Criteria | Maximum Points |
|--|-----------------------|
| Working relationship between Firm, proposed staff, and Laketran staff. | 20 |

| | |
|--|-----|
| Understanding of the Scope of Work | 10 |
| Experiences and references of the firm – additional consideration will be given to firms with experience working with public agencies and transit agencies | 20 |
| Demonstrated examples of working with unique high maintenance/complexity line of business software | 25 |
| Qualifications of the staff - additional consideration will be given to staff who have experience working with public agencies and transit agencies. | 20 |
| Reasonableness of the cost | 5 |
| Total Points Awarded | 100 |

The winning firm will be the responsive, responsible firm with the highest score based upon the interview phase only.

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) <i>[Note: only complete if hiring subcontractors]</i> | 1 | | |
| | Attachment I - Bidder Registration Form | 1 | | |
| | W-9 | | | |
| | Certificate of Insurance | | | |
| | Original and 2 copies of the proposal and 1 electronic copy on USB or emailed to aaaby@laketran.com | | | |

| Any sub-contractors are required to complete Lower Tier Participant Forms Attachments | | | | |
|--|---|------------|-----------|--------|
| | | # of Pages | Signature | Notary |
| | Attachment C2 - Lobbying Form | 1 | | |
| | Attachment D2 - Debarment Form | 1 | | |
| | Attachment E2 - Standard Project Assurances | 1 | | |
| | Attachment F2 - Non-Collusion Form | 1 | | |
| | Attachment G2 - Delinquent Personal Property Form | 1 | | |

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

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

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

(Name of Individual, Partnership or Corporation)

(Address)

(Authorized Signature)

(Title)

ATTACHMENT A - LAKETRAN PRICING FORM

The cost proposal must be inclusive of all fees including, but not limited to labor, printing costs, travel, and profit. A firm, fixed-price contract will be awarded by the Board of Trustees at a not-to-exceed cost.

| | |
|-------------------------------|----|
| IT Strategic Plan Cost | \$ |
|-------------------------------|----|

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

Laketrans reserves the right to award a unit price contract for the lowest, responsive and responsible bid/proposal that Laketrans deems is in its best interests. Laketrans 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: _____

**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 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 Laketrans 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.

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

Laketrans 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 Laketrans'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 Laketrans under the contract or pursuant to applicable law.

Laketrans Contact Person:

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

COMMONLY USED TERMS:

Disadvantaged Business Enterprise (DBE) - A Disadvantaged Business Enterprise or DBE is defined as a for-profit small business concern that:

1. Is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individuals; and
2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
3. By definition, socially and economically disadvantaged individuals are those citizens of the United States, or lawfully admitted permanent residents, who:
4. Have an individual personal net worth, excluding the value of their primary residence and assets of the firm applying for DBE certification, not exceeding the personal net worth standards as established by 49 CFR § 26.67;
5. Are women or members of minority groups designated in 49 CFR § 26.5 and 26.67, including individuals who are Black Americans, Hispanic, Asian Pacific, Asian Indian, or Native American; or,
6. Are individuals who, although not a woman or a member of one of the designated minority groups, establish social and economic disadvantage based on guidelines established in Appendix E to 49 CFR Part 26.

Commercially Useful Function

In order for the work of a DBE firm to be counted toward the contract goals of a specific project, for which a DBE participation goal has been established, the DBE firm(s) must perform a Commercially Useful Function §26.55(c). A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved with the DBE's employees. With respect to materials and supplies used on the contract, the DBE must also be responsible for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for the materials itself. It is the responsibility of BOTH the prime contractor and the DBE firm to ensure that the DBE firm(s) committed to the project performs a commercially useful function.

1. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.
2. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own workforce, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it is presumed that the DBE is not performing a commercially useful function.
3. Failure of a DBE(s) to perform a commercially useful function will result in that work NOT being counted toward the prime contractor's DBE goal. Use of false, fraudulent or deceitful statements, representations or information by a prime contractor or subcontractor in furtherance of satisfying Laketrans' 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 Laketrans under the contract or pursuant to applicable law.

Laketrans DBE PROGRAM POLICY STATEMENT
Objectives/Policy Statement

Laketrans has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. Laketrans has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, Laketrans has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of Laketrans to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts; and
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

Andrea Aaby has been delegated as the DBE Liaison Officer. In that capacity, Andrea Aaby is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by Laketrans in its financial assistance agreements with the Department of Transportation.

Laketrans has disseminated this policy statement to the Laketrans Board of Trustees and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts by publishing an ad in the local newspaper and posting it on our website.

Benjamin Capelle, CEO

Date

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM INFORMATION FOR BIDDERS

DBE Certification / Ohio Unified Certification Program (UCP)

In accordance with federal regulations, Disadvantaged Business Enterprises must have a current certification status with the State of Ohio Unified Certification Program (Ohio UCP), which is administered by the Ohio Department of Transportation (ODOT). For purposes of Laketrans' bidding procedures, a valid DBE certification MUST be in place at the time of bid/proposal submission.

The UCP's certification of any firm is effective for three years after the date of an approved application. To obtain an updated listing of certified DBE firms or to download an application for DBE certification, please visit the Ohio UCP website at <http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/UCP.aspx>.

For questions related to certification, website issues, and other general DBE program concerns, please contact the Ohio Department of Transportation DBE Program, 1980 West Broad Street, Columbus, OH 43223 or call the program office at (614) 466-2878 or email dot.sdbe@dot.ohio.gov.

Counting DBE Participation

In order to receive credit for the participation of a DBE firm(s), the prime contractor must use DBE firms certified by the Ohio Unified Certification Program (OH UCP), which is administered by the Ohio Department of Transportation (ODOT) or similar public entity certifying DBE's in accordance with 49 CFR 26, unless otherwise noted in the contract specifications.

- DBE Credit Will Be Counted Only For Work Performed By A Certified DBE Firm(s).
- When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.

DBE Prime Contractor

As a DBE prime contractor, the DBE firm must also comply with the good faith efforts requirements of 49 CFR Part 26. As a DBE prime contractor, count the entire value of the work to be performed by the DBE's own forces, as well as the work that they commit to being performed by DBE subcontractors.

- DBE bidders on prime contracts will be expected to make the same outreach efforts as other bidders and to document good faith efforts in situations where they do not fully meet contract goals.

DBE Subcontractor

Count 100% of the amount paid to a DBE contractor for labor and materials provided to perform a defined and clearly measurable portion of the contract. The work must be performed by the DBE's own employees and the DBE must order and pay for all supplies and materials.

- Count the entire amount of that portion of a construction contract (or another type of contract, such as professional, technical, consultant, or managerial services contracts or other DOT-assisted contract), that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
- Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
- DBE Broker – Count one hundred percent (100%) of the fee or commission received by the DBE for assistance in the procurement of materials and supplies, or fees or transportation charges for the delivery of materials or supplies to the job site. A DBE broker is a DBE firm that does not manufacture products or supply goods on a regular basis.

DBE Manufacturer

- Count one hundred percent (100%) of the value paid for materials furnished which becomes a permanent part of the project. A manufacturer is a firm that owns and operates the facilities to produce a product required by the contract and purchased by the contractor.

DBE Supplier (Regular Dealer)

- Count sixty percent (60%) of the value paid for materials and supplies furnished which becomes a permanent part of the project. A supplier sells goods to the general public and maintains an inventory at an owned or leased warehouse or store.
- A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

- To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

DBE Trucking

In order to count DBE participation for a DBE trucking company:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE trucking company receives credit for the total value (one hundred percent (100%)) for transportation services it provides on the Agreement, using trucks and equipment it owns or long-term leases, insures, and operates, using employees of the DBE firm.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.

Example: DBE Firm X uses two of its own trucks on a contract. It leases two trucks from DBE Firm Y and six (6) trucks from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four (4) of the six (6) trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight (8) trucks. With respect to the other two trucks provided by Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives as a result of the lease with Firm Z.

- For purposes of DBE trucking leases, the lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

DBE Replacement

Laketrans requires that prime contractors not terminate a DBE subcontractor listed on a bid/contract with a DBE contract goal without Laketrans's prior written consent. Prior written

consent will only be provided where there is “good cause” for termination of the DBE firm, as established by Section 26.53(f)(3) of the DBE regulation.

Before transmitting to Laketran its request to terminate, the prime contractor must give notice in writing to the DBE of its intent to do so. A copy of this notice must be provided to Laketran for consideration of the request to terminate. The DBE will then have five (5) days to respond and advise Laketran of why it objects to the proposed termination. The five day period may be reduced if the matter is one of public necessity (ex. safety.)

In those instances where “good cause” exists to terminate a DBE’s contract, Laketran will require the prime contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. Laketran will require the prime contractor to notify The DBE Program Administrator immediately of the DBE’s inability or unwillingness to perform and provide reasonable documentation. In this situation, Laketran will require the prime contractor to obtain Laketran’s prior approval of the substitute DBE and to provide copies of new or amended subcontracts, affidavits of DBE intent to perform as a subcontractor/sub-consultant/supplier, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, the Office of Supply Management may issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, Supply Management may issue a termination for default proceeding.

If the Contractor desires to change a Subcontractor or add an additional Subcontractor, the Contractor shall submit in writing to the Owner:

- The name of the new or additional subcontractor,
- A description of the Work to be performed by the new or additional subcontractor, and
- A statement concerning why it is necessary to change or add subcontractors.

In the event that the Contractor is replacing a DBE Subcontractor, the Contractor shall also submit in writing a documented explanation of the Contractor’s good-faith efforts to find a replacement DBE Subcontractor.

Good Faith Effort

Good faith effort means efforts to achieve a DBE goal or other requirement of which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the DBE program requirements.

Joint venture

Joint venture means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

GUIDANCE CONCERNING GOOD FAITH EFFORTS

When Laketrans establishes a contract goal on a contract, a bidder must, in order to be responsive, make good faith efforts to meet the established contract goal. The bidder can meet this requirement in either of two ways.

- First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose.
- Second, 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 the DBE goal.
- The bidder must demonstrate that the efforts undertaken, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if the efforts were not fully successful. Efforts that are merely pro forma are not considered good faith efforts to meet the goals.

To assist bidders in making the required judgment concerning good faith efforts, the following is a list of actions bidders may consider taking in obtaining DBE participation. It is not intended to be mandatory, exclusive or exhaustive. Other factors or types of efforts may be relevant.

In evaluating bidder's good faith efforts, Laketrans may consider:

- Whether the bidder attended any pre-solicitation or pre-bid meetings that were scheduled by Laketrans;
- Whether the bidder advertised in general circulation, trade association, and minority-focused media concerning subcontracting opportunities;
- Whether the bidder provided written notice to a reasonable number of specific DBEs to determine interest in the contract being solicited, in sufficient time to allow the DBEs to participate effectively;
- Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;
- Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
- Whether the bidder provided interested DBEs with adequate information about the plans, specifications, and requirements of the contract.
- Whether the bidder negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
- Whether the bidder made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by Laketrans; and
- Whether the bidder effectively used the services of available minority community organizations; minority contractors groups; local, state and Federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

SCHEDULE OF SUBCONTRACTORS
Required for all projects using subcontractors
 (attach additional pages as necessary)

| Prime Contractor / Consultant Company Name | | | | | |
|--|-----------------------------|-----------------------|--|--|--------------------------|
| Laketran Project Name _____ | | | | Due Date: _____ | |
| Firm Name / Address / City/State/Zip | DBE? (Y)es or (N)o | Federal Tax ID No. | Business Size Avg. Annual Gross Receipts for Past 3 years | Description of Work To Be Performed | Amount of Subcontract |
| Name | | | <input type="checkbox"/> < \$1mill | | |
| Address | | | <input type="checkbox"/> > \$1mill < | | |
| City, State, Zip | | | \$5mill <input type="checkbox"/> > \$5mill | | |
| Name | | | <input type="checkbox"/> < \$1mill | | |
| Address | | | <input type="checkbox"/> > \$1mill < | | |
| City, State, Zip | | | \$5mill <input type="checkbox"/> > \$5mill | | |
| Name | | | <input type="checkbox"/> < \$1mill | | |
| Address | | | <input type="checkbox"/> > \$1mill < | | |
| City, State, Zip | | | \$5mill <input type="checkbox"/> > \$5mill | | |
| Name | | | <input type="checkbox"/> < \$1mill | | |
| Address | | | <input type="checkbox"/> > \$1mill < | | |
| City, State, Zip | | | \$5mill <input type="checkbox"/> > \$5mill | | |
| Name | | | <input type="checkbox"/> < \$1mill | | |
| Address | | | <input type="checkbox"/> > \$1mill < | | |
| City, State, Zip | | | \$5mill <input type="checkbox"/> > \$5mill | | |
| Name | | | <input type="checkbox"/> < \$1mill | | |
| Address | | | <input type="checkbox"/> > \$1mill < | | |
| City, State, Zip | | | \$5mill <input type="checkbox"/> > \$5mill | | |

| Prime Contractor / Consultant Company Name | | | | | |
|--|-----------------------------|-----------------------|---|--|--------------------------|
| Laketran Project Name _____ | | | | Due Date: _____ | |
| Firm Name / Address / City/State/Zip | DBE? (Y)es or (N)o | Federal Tax ID No. | Business Size Avg. Annual Gross Receipts for Past 3 years | Description of Work To Be Performed | Amount of Subcontract |
| Name | | | <input type="checkbox"/> < \$1mill <input type="checkbox"/> > \$1mill < \$5mill <input type="checkbox"/> > \$5mill | | |
| Address | | | | | |
| City, State, Zip | | | | | |
| Name | | | <input type="checkbox"/> < \$1mill <input type="checkbox"/> > \$1mill < \$5mill <input type="checkbox"/> > \$5mill | | |
| Address | | | | | |
| City, State, Zip | | | | | |
| Name | | | <input type="checkbox"/> < \$1mill <input type="checkbox"/> > \$1mill < \$5mill <input type="checkbox"/> > \$5mill | | |
| Address | | | | | |
| City, State, Zip | | | | | |
| Name | | | <input type="checkbox"/> < \$1mill <input type="checkbox"/> > \$1mill < \$5mill <input type="checkbox"/> > \$5mill | | |
| Address | | | | | |
| City, State, Zip | | | | | |

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of Laketran General Conditions and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the bid or proposal.

Date

Signature of Authorized Representative

Title

DECLARATION OF PROPOSED DBE UTILIZATION

This Page Must Be Completed By Prime Bidder To Indicate The Amount (Percentage) Of DBE Participation. This Form is a Required Submission with the Bid / Proposal to Laketran.

The undersigned, as a representative of the entity, _____, submitting a bid/proposal for the _____ project, hereby acknowledges that the DBE goal established for this project is _____%.

Note: Bidder Shall Make One Of The Two Certifications Noted Below:

DBE Goal Met. The Bidder further represents that the proposed level of DBE participation as set forth in the enclosed Schedule of DBE participation for this project is _____% and represents an attainment of the DBE participation goal. The bidder has met the overall Disadvantaged Business Enterprise participation goal with a total DBE Commitment Amount of \$_____ (dollars). The bidder agrees that the DBE firm(s) listed in Schedule of DBE Participation will be used to accomplish the DBE participation commitment for this contract, for at least the dollar amounts set forth herein. Affidavits of Intent confirming the proposed participation of the DBEs set forth on the Schedule of DBE Participation are attached.

DBE Goal Not Met. The prime contractor has concluded that it is unable to achieve the DBE participation goal set for this contract and hereby requests a waiver of the overall goal. The bidder verifies that it has employed good faith efforts to meet the established DBE goal and has submitted documentation of those efforts along with its bid documentation. The bidder further agrees that the DBE firms listed in the Schedule of DBE Participation will be used to accomplish the DBE participation goal for this contract, for at least the dollar amounts set forth herein. Affidavits of Intent confirming the proposed participation of the DBEs set forth on the Schedule of DBE Participation are attached.

| Laketran Project Name | | Total bid/ Contract Amount | \$ | |
|--|----------------|----------------------------|--|-----------------------|
| Name of DBE Company | Contact Person | Scope of Work | Percentage of Total Bid ÷ Subcontract Amount | Amount of Subcontract |
| | | | % | |
| | | | % | |
| | | | % | |
| | | | % | |
| | | | % | |
| Total DBE Commitment | | | | |
| Total Percentage of DBE Commitments (Total \$ DBE participation ÷ Total \$ Bid Amount) | | | | |

Attach Additional Copies, If Necessary.

The undersigned further agrees to enter into a formal agreement with DBEs listed above or approved substitutions, for the work described in this schedule conditioned upon the award of a contract by Laketran. The undersigned will provide Laketran's DBE Program Administrator a copy of the executed contract(s) with all DBE firms to perform on this contract, upon request.

Signature

Title

Date

**AFFIDAVIT OF DBE INTENT TO PERFORM AS A
SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER {PART 1 OF 2}**

INSTRUCTIONS: Complete one (1) form for **EACH** certified Disadvantaged Business Enterprise (DBE) committed to performing on this contract.

| | | | |
|--|--|------------------------------|-----------------------------|
| Laketran Project Name | | Due Date | |
| Prime Contractor/Consultant Company Name | | | |
| Name of Person Completing This Form | | | |
| Is Prime Contractor/Consultant certified as a Disadvantaged Business Enterprise (DBE)? | | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| DBE FIRM INFORMATION | | | |
| DBE Firm Name | | | |
| DBE Firm Contact | | | |
| DBE Firm Address | | City | State/Zip |
| Phone: | | Email: | |
| DBE Subcontract Amount | | | |

The undersigned DBE firm intends to perform work in connection with the above referenced project as:

- An individual
 A partnership
 A corporation
 A joint venture
 Other

The undersigned affirms that (s)he is a duly authorized official representing the proposed DBE and affirms its certification has not expired nor been revoked. The undersigned also affirms that the DBE firm is certified to perform the work described herein and that its current certification letter will reflect appropriate NAICS codes associated with the described scope of work.

Attach Copy of Current Certification from the ODOT UCP

1. If awarded the contract, the undersigned intends to enter into a subcontract to perform the work described in Part 2 of this form for the prices/subcontract amount indicated.
2. If DBE Firm Is A Third-Tier Subcontractor, This Form Must Also Be Executed By The Second-Tier Subcontractor That Has The Subcontract Agreement With The DBE Firm.

| | |
|---|--------|
| X | |
| Authorized Signature of Prime Contractor | Title: |
| X | |
| Authorized Signature of DBE Subcontractor/ Consultant/ Supplier (SECOND TIER): | Title: |
| X | |
| Authorized Signature of DBE Subcontractor/ Consultant/ Supplier (THIRD TIER): | Title: |

(THIS FORM CONTINUES ON THE NEXT PAGE)

**AFFIDAVIT OF DBE INTENT TO PERFORM AS A
SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER {PART 2 OF 2}**

1. Please Use A Separate Form for EACH DBE Firm To Be Utilized On The Project.
2. Fill In ONLY The Appropriate Section For The Specified DBE Firm Listed On Part 1 Of This Form.

| Description of Work To Be Performed by DBE Certified Subcontractors | | | | | | |
|---|----------------------|----------------------------------|----------------------------------|---|--------------------|-------|
| Bid Item # | Item Description | Scope of Work | NAICS Code | Unit Price | Quantity | Total |
| | | | | \$ | | \$ |
| | | | | \$ | | \$ |
| Total Value of Work To Be Performed By Certified DBE Firm | | | | | | \$ |
| Subtract (Minus) Any Amount to Be Sublet to a Non-DBE Firm(s) | | | | | (|) |
| Total Value DBE Subcontractor | | | | | | \$ |
| Description of Work To Be Performed by DBE Certified Subconsultants | | | | | | |
| Work Item(s) to be performed by DBE | Description of Work | #Hours or Units | | Total Value | | |
| | | | | | | \$ |
| | | | | | | \$ |
| | | | | | | \$ |
| Total Value of Work To Be Performed By Certified DBE Firm | | | | | | \$ |
| Subtract (Minus) Any Amount to Be Sublet to a Non-DBE Firm(s) | | | | | (|) |
| Total Value of DBE Subconsultant | | | | | | \$ |
| Items of Work To Be Performed By DBE Trucking Firm(s) | | | | | | |
| Description of Material(s) Hauled | Estimate of Ton/C.Y | Estimate of # of Trucks Required | Number of Trucks Owned or Leased | | Total Dollar Value | |
| | | | O= | | | \$ |
| | | | L= | | | |
| | | | O= | | | \$ |
| | | | L= | | | |
| | | | O= | | | \$ |
| | | | L= | | | |
| Total Value DBE Trucking Firm | | | | | | \$ |
| | | | | | | % |
| Items of Work To Be Performed by DBE Supplier [Non-Manufacturer]: | | | | | | |
| Description of Material(s) Supplied | Total Contract Value | Multiply X .60 | | Total DBE Credit Allowed (Contract Value*.60) | | |
| | | 60% | | | | |
| | | 60% | | | | |
| Total Value of DBE Supplier | | | | | | \$ |
| *Note: Count only the portions of work to be performed by a certified DBE firm for all of the above mentioned categories. | | | | | | |

**Important Notice: Failure to submit BOTH PARTS of this completed and signed form for each DBE firm whose quote/bid is being counted toward the established DBE participation goal, may constitute a MATERIAL DEFECT in your bid submission and may result in a determination of your bid as NON-RESPONSIVE.*

DBE SUBCONTRACTOR/SUPPLIER GOOD FAITH EFFORT LOG

Project: _____

Bidders must use this form to document their good faith efforts at attaining the DBE goal for this project. Laketrans will contact DBE subcontractors and suppliers to verify statements made and actions recorded on this log.

DBE Subcontractor/Supplier: _____ Type of Work: _____

| Date of Contact | Type of Contact/Reason for Contact | Name of Contact | Follow up/decision by bidder/ Reason for decision |
|-----------------|------------------------------------|-----------------|--|
| | | | |
| | | | |
| | | | |

DBE Subcontractor/Supplier: _____ Type of Work: _____

| Date of Contact | Type of Contact/Reason for Contact | Name of Contact | Follow up/decision by bidder/ Reason for decision |
|-----------------|------------------------------------|-----------------|--|
| | | | |
| | | | |
| | | | |

Photocopy this sheet and attach photocopy to this page if more space is needed to list additional contacts made with the DBE subcontractor/supplier identified above.

Use the following descriptions for guidance concerning the categories of information requested above:

- Type of Contact includes, but is not limited to: email, telephone, fax, meeting.
- Include email and phone #'s used to make contact
- Reason for Contact includes, but is not limited to, describing subcontract opportunities, inviting quotes, reviewing plans, discussing quotes, restating invitation to DBE to submit quotes, following up, accepting quotes, and/or rejecting quotes.
- Name of Contact include the name of the person contacted.
- Follow up/decision by Bidder is the next step the bidder will take in the process of soliciting a DBE subcontractor's participation in the project. Follow up concludes with a decision by the bidder to either accept or reject the DBE as a subcontractor and, if rejected, the reason therefore.

- As part of the good faith effort investigation performed by Laketran, the listed DBE subcontractor and/or supplier will be contacted to verify the contacts and efforts made by the bidder identified in this form. Attach any and all supporting documentation (letters, faxes, etc.) that verify the above representations concerning bidder's good faith efforts to obtain the above listed DBE's participation. Contract award may be contingent on bidder's good faith efforts.

Complete one of these forms for each DBE subcontractor or supplier contacted. Photocopy this sheet if additional pages are required. If you are in need of assistance or have questions regarding Laketran's DBE Program, please contact the DBE Liaison Officer at aaaby@laketran.com.

ATTACHMENT I
Laketrans BIDDERS 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"/> Other - describe using key words _____ | <input type="checkbox"/> Vehicles (non-bus) |

Business Street Address _____

City _____ State ____ Zip Code _____

Email Address _____ Website URL _____

Gross Annual Receipts – circle 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

The following forms are to be completed only by any sub-contractors performing work on this project.

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

I, _____(Name and Title of Authorized Official), hereby certify on behalf of _____ (Name of Subcontractor) that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Lower Tier Participant (potential subcontractor under a major third party contract) _____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

If the Lower Tier Participant (potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

THE LOWER-TIER PARTICIPANT (POTENTIAL SUBCONTRACTOR UNDER 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-2
CERTIFICATION OF LOWER-TIER PARTICIPANT
REGARDING STANDARD PROJECT ASSURANCES**

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

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

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

3. Lower Tier 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 Lower Tier Participant certifies that it is not on the Controller General's list of ineligible contractors. The Lower Tier Participant further acknowledges the provisions of Section 1001 of Title 18, U.S.C., apply to any assurance or submissions under this section.

Signature and Title of Authorized Official

Date

Notary Executes Here:

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

Notary Public

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

My commission expires _____.

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

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

State of _____,
County of _____,

I, _____ 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-2
CERTIFICATION OF LOWER-TIER PARTICIPANT REGARDING
DELINQUENT PERSONAL PROPERTY STATEMENT**

_____ (Lower-Tier 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 Laketrans and the Lower-Tier 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 _____.