



The regional transit authority for Lake County

Address: 555 Lake Shore Boulevard • Painesville, Ohio 44077

Phone: (440) 350-1000 • Fax: (440) 354-4202

## **REQUEST FOR PROPOSALS**

for

### **SUPPLEMENTAL PARATRANSIT SERVICE FOR BRECKENRIDGE VILLAGE**

**PROPOSALS DUE BY: September 1, 2022 at 12:00 p.m.**

Date Issued: August 1, 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 provide supplemental paratransit service to the community at Ohio Living Breckenridge Village.

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:

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.

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

Supplemental Paratransit Service for Breckenridge Village  
9/1/22

- 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:

August 1, 2022	Issuance of RFP
September 1, 2022 at 12:00 p.m. EST	Proposals Due
September 26, 2022	Contract awarded by Laketran's Board of Trustees

### 1.4 Length of Time Proposals Shall be Good

Proposals shall be good for ninety (90) days.

The length of time proposals shall be good -plus the schedule for the project -will be automatically extended by the amount of time required for LAKETRAN and the Federal Transit Administration to process any Single Proposal (Section 1.23 below).

### 1.5 Number of Copies and Delivery

One (1) original plus one (1) copy of proposal(s) must be submitted. Please include one (1) electronic copy of the proposal(s) either on USB or emailed to [aaaby@laketran.com](mailto: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) LAKETRAN, its officials, agents, employees and volunteers shall be named as an

additional insured. This coverage shall be primary to the additional insured's and not contributing with any other insurance or similar protection available to the additional insured whether available coverage is primary, contributing or excess.

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

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

### **1.9 Minimum Specifications**

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

### **1.10 Request for Clarification/Approved Equal (RFAE)**

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@laketrans.com](mailto:aaaby@laketrans.com).

### **1.15 Clarifications, Approved Equals, Supplements**

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

### **1.16 Form of Proposal**

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

Unless otherwise specified in this RFP, only the forms prescribed in Section 4 shall be included with your proposal. Additional material is not required and will not be reviewed.

### **1.17 Explanations (Written and/or Oral)**

Should a proposer find a discrepancy in or omissions from these specifications, or should he/she be in doubt as to their meaning, he/she shall at once make inquiry of LAKETRAN.

### **1.18 Alternate Proposals**

Alternate proposals may be submitted by the Proposer -at his/her discretion and risk -to achieve the essential purpose and intent of these specifications at a lower cost, without increasing LAKETRAN's risk or exposure. Such alternate proposals must be clearly identified and prominently labeled as such. LAKETRAN is not obligated to accept or review any alternate proposal.

### **1.19 Withdrawal of Proposal**

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

## **1.20 Consideration of Proposal**

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)**

LAKETRAN shall verify proposals. In the event of a single proposal response, this solicitation will be automatically converted to a negotiated purchase which shall require the Contractor/Proposer to negotiate a fair and equitable price. LAKETRAN retains the right to request certifiable cost analysis data which the Proposer must provide. LAKETRAN reserves the right to negotiate an adjustment in Proposer's price if warranted by said analysis. FTA review of a single proposal may be required and will automatically extend the time proposals shall be good.

## **1.26 Vehicle Trade-ins**

Not Required.

### **1.27 Form of Bid**

Not Required.

### **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.

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

### **1.30 Contractual Terms and Conditions**

The terms and conditions of any contract that results between LAKETRAN and the successful Proposer are discussed in Section 2. This will be a one year firm fixed price contract term with options of up to two (2) one-year extensions may be awarded by Laketran to Contractor at Laketran's sole discretion absent termination.

### **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 "LAKETTRAN Standard Contractual Terms and Conditions", which is available upon request. And is posted on our website at [www.laketran.com](http://www.laketran.com).

LAKETTRAN'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, LAKETTRAN'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** LAKETTRAN's Standard Terms and Conditions. A summary of these terms and conditions follows:

2.1	Independent Contractor	2.43	Construction Contracts)
2.2	Contractor's Obligation	2.43	Interest of Members or Delegates to Congress
2.3	Buyer's Obligation	2.44	Conflict of Interest
2.4	Scope of Work	2.45	False or Fraudulent Statements and Claims
2.5	Contract Period	2.46	No Federal Government Obligations to Third Parties
2.6	Cost	2.47	Privacy
2.7	Performance Bond/Insurance	2.48	Procurement
2.8	Notice to Proceed	2.49	Special Requirements for Transit Service Contracts
2.9	Contract Modification	2.50	Contract Work Hours and Safety Standards Act as Amended
2.10	Subcontract Approval	2.51	Copeland "Anti-Kickback" Act as Amended
2.11	Substitution of Subcontractor/ Independent Contractor	2.52	Seismic Safety
2.12	Disadvantaged Business Enterprise	2.53	Hatch Act/Work Day and Work Week Standards
2.13	Equal Employment Opportunity	2.54	Cargo Preference & Fly America
2.14	Noncompliance (EEO/DBE)	2.55	Drug and Alcohol Testing
2.15	Delivery	2.56	Clean Air
2.16	Payment	2.57	Clean Water
2.17	Liquidated Damages	2.58	Energy Conservation
2.18	Taxes	2.59	Recycled Products
2.19	Inspection	2.60	Certifications
2.20	Explanations (Written and/or Oral)	2.61	Compliance with Laws and Regulations
2.21	Audit and Inspection of Records	2.62	Severability of Contract
2.22	Right to Adjust Cost	2.63	Applicable Law and Jurisdiction
2.23	Failure to Meet Specifications	2.64	Integrated Agreement
2.24	Quantity & Quality	2.65	Contractor's Representation
2.25	Warranties	2.66	Laketran's Understanding
2.26	Indemnification	2.67	OEM Part Numbers
2.27	Hold Harmless	2.68	Options, Assignment by Laketran
2.28	Disputes	2.69	Non-Smoking Policy
2.29	Rights Upon Breach	2.70	Funding Agencies
2.30	Notification of Proceedings	2.71	Jurisdiction
2.31	Termination/Breach of Contract	2.72	Promoting COVID-19 Safety
2.32	Assignment	2.73	Notification of Legal Matters that affect the Federal Government
2.33	Covenant Against Contingent Fees	2.74	Prohibition on certain telecommunications & video surveillance services or equipment.
2.34	Patent Rights	2.75	Solid Wastes
2.35	Release of Information		
2.36	Ownership of Documents		
2.37	Retention of Records		
2.38	Workmens' Compensation Act		
2.39	Social Securities Act/Unemployment Compensation, Etc.		
2.40	Federal Assistance		
2.41	Work Hours Act		
2.42	Davis Bacon Act (Prevailing Wage Rates for		

### **3.0 SCOPE OF WORK**

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

#### **3.1 Service**

Service shall be provided on federally observed holidays:

- Martin Luther King Day
- Presidents Day
- Juneteenth
- Columbus Day, and
- Veterans Day

Western Fixed Loop: Monday, Tuesday, Thursday, Friday -10:00 AM and 1:00 PM. (Grocery and shopping Areas West of Breckenridge Village on Ridge Rd, SOM Center (OH-91), Euclid Avenue and Vine St.

Western Loop: Monday, Wednesday, Friday (Banks and Drugstores) -1:00 PM All Banks and drugstores On Ridge Rd. to SOM Center (OH-91), SOM Center (OH-91) to Euclid Avenue, and Euclid Avenue from SOM Center (OH-91) to Robinhood Dr.

Eastern Fixed Loop: Wednesdays only, 10:00 AM and 11:30 AM Mall and surrounding shopping centers along Plaza Blvd. and Mentor Avenue between Plaza Blvd and 306.

Dial a ride services for residents include non-emergency medical and non-medical rides between 8:30 AM and 4:30 PM Monday through Friday.

- Local areas (Eastlake, Willoughby, Wickliffe, Willowick, Willoughby Hills) Monday – Friday.
- East of Route 306 Monday, Wednesday, and Friday.
- Select points in Cuyahoga County on Tuesday and Thursday.

All trips are operated on a shared-ride basis.

No service is provided on weekends.

#### **3.2 Vehicle and Vehicle Maintenance**

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

- type
- make
- model
- year
- condition

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

### **3.3 Vehicle Signage**

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

### **3.4 Insurance**

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

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

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

### **3.5 Driver Qualifications**

Contractor shall detail the pre-employment screening and testing used in their hiring process. Minimum driver age is 21. A clean driving record is a must, as is no felony convictions. Misdemeanor convictions must be detailed.

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

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

Contractor is responsible as follows:

- Provide sufficient drivers trained in the operation of the vehicle and use the same individuals regularly on the service whenever possible.

- The operators will operate all trips required in the schedule in a safe and professional manner according to Laketran standards. Any fines imposed on the vehicle or operators will be the responsibility of the carrier.
- The carrier is required to comply with all applicable state/federal requirements for bus operating and operator licensing, including the Commercial Driver License (CDL).
- Operators must be neat in appearance, personable and competent. Laketran customers have many special needs and require patience and understanding. Drivers working in the Laketran environment should be fully trained and sensitized to the needs of people with disabilities and the elderly.
- Drivers must be trained in the safe and efficient use of the vehicles' accessibility features including, but not restricted to:
  - Wheelchair lifts
  - Ramps
  - Wheelchair tie-downs

If, in the opinion of Laketran, the continued use of a driver is not in the best interest of the safety and welfare of the passenger or in the best interests of Laketran, such driver will be changed upon the request of Laketran.

### **3.6 Drug and Alcohol Policy**

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

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

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

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

The Drug and Alcohol Testing Policy applies to every person, including an applicant or

transferee, who performs or will perform a “safety-sensitive function” as defined in Part 655, section 655.4.

### **3.7 Passenger Assistance and Sensitivity**

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

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

### **3.8 Communication**

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

### **3.9 Technology**

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

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

### **3.10 Daily Information to Laketran**

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

Marla Cook – [mcook@laketran.com](mailto:mcook@laketran.com) & Katie Toth – [ktoth@laketran.com](mailto:ktoth@laketran.com)

### **3.11 Trip Log (Assignment)**

Contractor shall complete a daily log. Names of passengers, address of pick-up/drop-off, times and odometer readings must be recorded as shown for each pick-up and drop-off.

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

### **3.12 Reporting**

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

### **3.13 Invoicing**

- Contractor will invoice Laketrans based upon the price per hour for revenue hours actually performed.
  - The invoice must clearly state the revenue hours performed and the hourly rate.
- Invoices shall be submitted once per month.
  - Laketrans will only pay for work that has been performed therefore, invoices must be submitted after the end of the month.
- Laketrans is a Net-30 organization.

### **3.13 Supervision**

Laketrans reserves the right to have supervise, monitor and observe pick-ups and drop-offs of Laketrans customers.

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

### **3.14 Inspection**

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

### **3.15 Performance**

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

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

### **3.16 Term**

The contract will begin on January 1, 2023.

The successful proposer(s) will be awarded a one (1) year contract with options for up to two (2) additional one year extensions, for a total of three (3) years. This agreement will roll over into the options and be renewed automatically unless either party notifies the other of the intent to

terminate not less than 60 days prior.

### 3.17 Proposal

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

- Section 3.1 -Information on the vehicle(s) to be used to provide the service.
- Section 3.4 -Pre-employment screening procedures, Abstract of Driver Record, Driver training procedures, CDL licensing, if applicable.
- Section 3.6 -Other relevant trainings that drivers undergo.
- Section 3.7 -Describe how dispatching of vehicles is achieved and how communication between dispatch and the drivers is performed.
- Section 3.13 – describe how operations are monitored to ensure safety and service standards are met.

### 3.18 Evaluation Criteria

**Do not just submit pricing.** You must describe your firm’s capabilities to perform the scope of work. Proposals will be evaluated as follows:

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



**4.0 REQUIRED FORMS**

**The following forms must be included with your Proposal:**

		# 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		
	Proposal that includes the requirements as described in Section 3.17.			
	W-9			
	Certificate of Insurance			
	Original and one (1) copy of the proposal and 1 electronic copy on USB or emailed to aaaby@laketrans.com.			

**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**

Pricing is inclusive of all fees. Laketrans' Board of Trustees will award a contract at a price not-to-exceed based upon the Maximum Annual Revenue Hours.

<b>Year</b>	<b>Maximum Revenue Hours (Annual)</b>	<b>Cost / hour</b>	<b>Maximum Total Annual Cost</b>	<b>Estimated # of Riders</b>	<b>Estimated Cost Per Trip</b>
<b>2023</b>		\$	\$		
<b>2024</b>		\$	\$		
<b>2025</b>		\$	\$		

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

LAKETRAN reserves the right to award a unit price contract for the lowest, responsive and responsible bid/proposal that LAKETRAN deems is in its best interests. LAKETRAN further reserves the right to award one, more than one or no contracts as may be in its best interests.

Name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email: \_\_\_\_\_

Name of Authorized Individual: \_\_\_\_\_

Signature of Authorized Individual: \_\_\_\_\_

**ATTACHMENT B  
CONTACT INFORMATION FORM**

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

**Primary Contact:**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Back-up Contact:**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**REFERNCES:**

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

**Reference #1**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Work Completed:** \_\_\_\_\_

**Years of Service:** \_\_\_\_\_

**Reference #2**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Work Completed:** \_\_\_\_\_

**Years of Service:** \_\_\_\_\_

**Reference #3**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Work Completed:** \_\_\_\_\_

**Years of Service:** \_\_\_\_\_

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

I, \_\_\_\_\_ (Name and Title of authorized official), hereby certify on behalf of \_\_\_\_\_ (Company Name) that:

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

By \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

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

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

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

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

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

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

**ATTACHMENT E**  
**CERTIFICATION OF PRIMARY PARTICIPANT**  
**REGARDING STANDARD PROJECT ASSURANCES**

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

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

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

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

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

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

\_\_\_\_\_  
Signature and Title of Authorized Official

Date

***Notary Executes Here:***

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

\_\_\_\_\_  
Notary Public

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_.

My commission expires \_\_\_\_\_.

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

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

State of \_\_\_\_\_,  
County of \_\_\_\_\_,

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

I am \_\_\_\_\_ of \_\_\_\_\_  
(Capacity) (Name of Firm, Partnership, Corporation)

Whose business is \_\_\_\_\_

And who resides at \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature and Title of Authorized Official

Date \_\_\_\_\_

***Notary Executes Here:***

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

\_\_\_\_\_  
Notary Public

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_.

My commission expires \_\_\_\_\_.



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

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

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

\$ \_\_\_\_\_ Delinquent Personal Property Tax \*

\$ \_\_\_\_\_ Penalties \*

\$ \_\_\_\_\_ Interest \*

\$ \_\_\_\_\_ Total \*

\* Mark "N/A" if not applicable

\_\_\_\_\_  
Signature and Title of Authorized Official

Date \_\_\_\_\_

***Notary Executes Here:***

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

\_\_\_\_\_  
Notary Public

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_.

My commission expires \_\_\_\_\_.

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

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

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

DBE Program Purpose:

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

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

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 LAKETRAN's DBE Program requirements or objectives may subject the prime contractor, the subcontractor, or both to legal action pursuant to 49 CFR Part 26, including but not limited to 49 CFR 26.107, in addition to any other legal remedies available to LAKETRAN under the contract or pursuant to applicable law.

Laketrans Contact Person:

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

**ATTACHMENT I**  
**LAKETRAN BIDDER REGISTRATION FORM**

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

Legal Name of Business \_\_\_\_\_

Contact Person's Name (first, last) \_\_\_\_\_

Age of your business (in years) \_\_\_\_\_

Type of Business (choose all that apply)

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

Business Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ Zip Code \_\_\_\_\_

Email Address \_\_\_\_\_ Website URL \_\_\_\_\_

Gross Annual Receipts – 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