



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

### **PURCHASE AND DELIVERY OF ONE REPLACEMENT FLOOR SWEEPER- SCRUBBER**

PROPOSALS DUE BY: November 18, 2022 at 12:00p.m.

Date Issued: October 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 provide one combination floor sweeper-scrubber with an option to buy an additional floor sweeper-scrubber over the next five years.

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: November 18, 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.

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

RFP Floor Sweeper-Scrubber  
11/18/22

- 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:

October 14, 2022	Issuance of RFP
November 18, 2022 at 12:00 p.m.	Proposals Due
December 19, 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 LAKETTRAN 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](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) LAKETTRAN, 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**

LAKETRAN reserves the right to negotiate a trade-in or sell used vehicles being replaced by this tender and apply the proceeds to the acquisition of replacement vehicles. FTA requires that the grantee choose the method of disposition that affords the greater return on the used asset being replaced. (49 CFR 18.31 et seq., Uniform Administration Requirements for Grants and Cooperative Agreements to State and Local Governments).

### **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. The Board of Trustees will award a firm, fixed-price contract a price not-to-exceed for the purchase of one floor scrubber-sweeper. The contract will contain an option to buy a second floor scrubber-sweeper at the price plus PPI inflation factor over the next five (5) years. Laketrans makes no commitment to purchase any additional equipment beyond the initial order.

### **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.laketrans.com](http://www.laketrans.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	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
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	Laketrans Understanding
2.26	Indemnification	2.67	OEM Part Numbers
2.27	Hold Harmless	2.68	Options, Assignment by Laketrans
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		

### **3.0 SCOPE OF WORK**

Laketrans is looking to purchase a new replacement floor scrubber. Our current floor scrubber is obsolete and replacement parts are no longer produced. The machine will be responsible for cleaning our 125,000 square foot indoor parking garage. Inside the garage the machine will be picking up road grime, ice melt, water, oil, debris, and solvents.

#### **3.1 Power & Propulsion System**

As an organization, Laketrans is committed to lowering our fleet's carbon footprint. Therefore, Laketrans does not want to purchase a fully diesel sweeper-scrubber. Vendors are encouraged to only propose units that are either: all electric, battery powered, hybrid power, and/or include a removal propane tank.

#### **3.2 Scrubbing & Recovery Systems**

The following specifications are guidelines. Vendors are welcome to propose equipment that exceeds the specifications.

- Independent front dry sweeping with dust control and rear scrubbing function
- Electronically controlled drives for all sweeping and scrubbing function
- Scrubbing Path 40"-60"
- Recovery & solution capacity
- Dual vac fan motors
- Dust tank of 25-35 gallons
- Dual sidebrooms
- Minimum 5 hour runtime
- Corrosion resistant chassis or undercarriage
  - Indicate if the proposed product has stainless steel components

#### **3.3 Option for Second Sweeper-Scrubber**

The contract will include an option to purchase a second sweeper-scrubber over a five year contract term. An option is a unilateral right in a contract by which, for a specified time, a recipient may acquire additional equipment, supplies, or services than originally procured.

Laketrans makes no guarantee to purchase a second sweeper-scrubber.

The pricing of the second sweeper scrubber will be based upon the price submitted on Attachment A plus an inflation factor as determined by the Producer Price Index (PPI) for Machinery and Equipment - <https://fred.stlouisfed.org/series/WPU11>.

#### **3.4 Warranty**

- Minimum 1 year manufacturer's warranty
- Provide additional warranty options and pricing

### 3.6 Preventive Maintenance

Provide and price a PM schedule for the equipment to maintain its useful life.

### 3.7 Evaluation Criteria

**Do not just submit pricing.**

- You must provide product cut sheets and/or brochures that clearly describe the specifications of the equipment being proposed.
  - If the equipment does not meet the minimum specifications, describe how and why.
  - If the equipment exceeds the specifications, describe how and the benefit to Laketrans.
- Provide warranty information and extended warranty information.
- Wear item prices and cut-sheet.

Proposals will be evaluated using the following criteria:

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
Propulsion System – systems that are more environmentally friendly will be scored higher.	15
Corrosion resistance chassis/undercarriage	25
Cleaning Specifications – meets the minimum specifications as described in Section 3.2	25
Availability of service center	10
Reasonableness of the cost	25
<b>Total Points Awarded</b>	<b>100</b>

**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 <u>2</u> copies of the proposal and 1 electronic copy on USB or emailed to aaaby@laketran.com			
Equipment brochure that lists all specifications			
Warranty and Extended Warranty information			
Cut sheet and pricing for wear items and/or PM			
Location of nearest service center			

**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 must be inclusive of all fees including shipping, delivery, and profit. Laketrans Board of Trustees will award a contract at a price not to exceed.

	Total Cost
One Sweeper-Scrubber	\$
Attach Wear items cut-sheet	Attach list to this sheet
Extended Warranty	Attach price and details to this sheet

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).

### COMMONLY USED TERMS:

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

**ATTACHMENT I**  
**LAKETLAN BIDDING REGISTRATION FORM**

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

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

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

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

Type of Business (choose all that apply)

- |   |   |
|---|---|
| <input type="checkbox"/> Advertising  | <input type="checkbox"/> Fuel Systems and Technology            |
| <input type="checkbox"/> Architecture   | <input type="checkbox"/> Functional Capacity Assessment         |
| <input type="checkbox"/> Auction Services                                       | <input type="checkbox"/> Graphic Design                         |
| <input type="checkbox"/> Automobile Sales or Distributor                        | <input type="checkbox"/> HVAC                                   |
| <input type="checkbox"/> Bicycle  | <input type="checkbox"/> Industrial Equipment & Components      |
| <input type="checkbox"/> Bus and Automobile Maintenance Products and Services   | <input type="checkbox"/> Lawn & Landscaping                     |
| <input type="checkbox"/> Bus Exterior Products/Services                         | <input type="checkbox"/> Marketing                              |
| <input type="checkbox"/> Bus Interior Products/Services<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"/> 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

**ATTACHMENT N  
NO BID/PROPOSAL REPLY FORM**

To assist Laketran in obtaining good competition on its solicitations, we ask that if you received an invitation or notification but do not wish to submit a response to this solicitation, please state the reason(s) below and return this form to:

Andrea Aaby, Director of Compliance & Development [aaaby@laketran.com](mailto:aaaby@laketran.com)  
555 Lakeshore Blvd., Painesville Twp., OH 44077

NOTE: This information is specific to this solicitation and will not preclude receipt of future invitations unless you request removal from the Bidder's List by indicating below.

*Unfortunately, we must offer a "No Submission" at this time because:*

1. We do not wish to participate in the solicitation process itself.

2. We do not wish to submit under the terms and conditions of this particular solicitation document. Our objections are as follows:

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3. We do not feel we can be competitive. (Please elaborate below)

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4. We do not provide the particular goods/services described in the solicitation.

5. Other: \_\_\_\_\_

We wish to remain on Laketran's Bidder's List for these services/as a general vendor.

We wish to be removed from Laketran's Bidder's List

COMPANY NAME \_\_\_\_\_

COMPANY REP SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_