



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 32-PASSENGER CUTAWAY SHUTTLE BUSES FOR SPECIAL TRANSPORTATION SERVICE**

PROPOSALS DUE BY: January 12, 2024 at 12:00 p.m.

Pre-Proposal Conference **\*Mandatory for all potential proposers\***

December 14, 2023 at 2:00p.m. via Zoom - <https://us02web.zoom.us/j/2116061815>

Meeting ID: 211 606 1815

One tap mobile - +16469313860,,2116061815# US

Date Issued: November 13, 2023

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.

Geauga Transit is the regional transit authority for Geauga County, Ohio. Geauga County is a rural county of roughly 90,000 residents. Laketran assumed operations of Geauga Transit in July 2023.

Laketran Special Transportation Service (STS) provides group transportation to areas throughout Northeast Ohio and beyond Lake County to government and non-profit agencies.

### **1.1 Purpose**

Laketran seeks proposals from qualified firms to provide 32 premium shuttle buses for Laketran STS.

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: January 12, 2024 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:

STS Vehicles  
1/12/2024

- 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:

11/13/2023	Issuance of RFP
12/14/2023 at 2:00p.m. EST <b>*mandatory for all proposers*</b>	Pre-Proposal Conference via Zoom December 14, 2023 at 2:00p.m. via Zoom - <a href="https://us02web.zoom.us/j/2116061815">https://us02web.zoom.us/j/2116061815</a> Meeting ID: 211 606 1815 One tap mobile - +16469313860,,2116061815# US  If you cannot attend, please contact Andrea Aaby at <a href="mailto:aaaby@laketran.com">aaaby@laketran.com</a> prior to the meeting
1/5/2024 4:00 p.m. EST	Last Day for Questions
1/12/2024 at 12:00 p.m. EST	Proposals Due
2/14/2024	Finalize Bus Build and Contract Negotiation
2/26/2024	Laketran Board of Trustees approves contract award

### 1.4 Length of Time Proposals Shall be Good

Proposals shall be good for ninety (90) days.

The length of time proposals shall be good - plus the schedule for the project - will be automatically extended by the amount of time required for Laketran and the Federal Transit Administration to process any Single Proposal (Section 1.25 below).

### 1.5 Number of Copies and Delivery

One (1) original plus four (4) 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) Laketrans, its officials, agents, employees and volunteers shall be named as an additional insured. This coverage shall be primary to the additional insured's and not contributing with any other insurance or similar protection available to the additional insured whether available coverage is primary, contributing or excess.
- f) All subcontractors to the prime contractor shall be included under the prime contractor's policies or shall finish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all requirements of this section.
- g) All coverages shall be written on an occurrence basis.
- h) All must give Laketrans at least 30 days written notice of cancellation, non-renewal and/or material changes.

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

## **1.9 Minimum Specifications**

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

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

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

- Please note the items specified herein were selected through product comparisons and evaluation.
- Proposed alternates must match dimensions, finishes, performance and design features of the products specified herein.
- Catalogs, product information and/or specifications must accompany all RFCAE's.
- Bidders/proposers whose product or service exceeds the minimum specifications herein need not submit an RFCAE. Such bidders/proposers may be required to prove they exceed these minimum specifications before being awarded a contract.

## **1.11 Disadvantaged Business Enterprise (DBE)**

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

### **1.12 Buy America Certification**

Not Required.

### **1.13 Presentations**

Laketran may ask Proposer to explain elements of their proposal.

### **1.14 Inquiries**

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

All correspondence, communication and contact in regard to any aspect of this solicitation or offers shall be only with the Procurement and Grants Specialist identified above. Unless otherwise instructed by the Procurement Specialist, Proposers and their representatives shall not make any contact with or communicate with any member of the Agency, or its employees and consultants, other than the designated Procurement Specialist, in regard to any aspect of this solicitation or offers.

At any time during this procurement up to the time specified in Section 1.3, Proposers may request, in writing, a clarification or interpretation of any aspect, a change to any requirement of the RFP, or any addenda to the RFP. Requests may include suggested substitutes for specified items and for any brand names, which whenever used in this solicitation shall mean the brand name or approved equal. Such written requests shall be made to the Contracting Officer. The Proposer making the request shall be responsible for its proper delivery to the Agency as identified on the form Request for Pre-Offer Change or Approved Equal. Any request for a change to any requirement of the Contract documents must be fully supported with technical data, test results or other pertinent information showing evidence that the exception will result in a condition equal to or better than that required by the RFP, without a substantial increase in cost or time requirements.

All responses to Request for Pre-Offer Change or Approved Equal shall be provided to all Proposers. Any response that is not confirmed by a written addendum shall not be official or binding on the Agency.

Prospective Proposers are requested to submit written questions to the Procurement and Grants Specialist, identified above, in advance of the Pre-Proposal Meeting. In addition, questions may be submitted up to the date specified in "Proposed Schedule for the Procurement." Responses

will be shared with all prospective Proposers. Prospective Proposers are reminded that any changes to the RFP will be by written addenda only, and nothing stated at the Pre-Proposal Meeting shall change or qualify in any way any of the provisions in the RFP and shall not be binding on the Agency.

### **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**

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

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

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

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

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

### **1.28 Authorized Negotiators**

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

### **1.29 Award of Contract**

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

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

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

The terms and conditions of any contract that results between Laketrans and the successful Proposer are discussed in Section 2. This will be a firm fixed price contract.

### **1.31 Cost of Preparation**

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

### **1.32 Additional Information, Rejection**

Laketrans 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 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.

### **1.34 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 Chief Executive Officer 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 CEO 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 CEO must make his decision no later than ten (10) working days from date the protest is lodged.

STEP 3 - 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.

### **1.35 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.

### **1.36 Notice of Commencement**

Not Required.

## 2.0 TERMS AND CONDITIONS IN CONTRACT FORM

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

2.1	Independent Contractor		Congress
2.2	Contractor's Obligation	2.44	Conflict of Interest
2.3	Buyer's Obligation	2.45	False or Fraudulent Statements and Claims
2.4	Scope of Work	2.46	No Federal Government Obligations to Third Parties
2.5	Contract Period		
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		
2.10	Subcontract Approval	2.50	Contract Work Hours and Safety Standards Act as Amended
2.11	Substitution of Subcontractor/ Independent Contractor	2.51	Copeland "Anti-Kickback" Act as Amended
2.12	Disadvantaged Business Enterprise	2.52	Seismic Safety
2.13	Equal Employment Opportunity	2.53	Hatch Act/Work Day and Work Week Standards
2.14	Noncompliance (EEO/DBE)		
2.15	Delivery	2.54	Cargo Preference
2.16	Payment	2.55	Drug and Alcohol Testing
2.17	Liquidated Damages	2.56	Clean Air
2.18	Taxes	2.57	Clean Water
2.19	Inspection	2.58	Energy Conservation
2.20	Explanations (Written and/or Oral)	2.59	Recycled Products
2.21	Audit and Inspection of Records	2.60	Certifications
2.22	Right to Adjust Cost	2.61	Compliance with Laws and Regulations
2.23	Failure to Meet Specifications	2.62	Severability of Contract
2.24	Quantity & Quality	2.63	Applicable Law and Jurisdiction
2.25	Warranties	2.64	Integrated Agreement
2.26	Indemnification	2.65	Contractor's Representation
2.27	Hold Harmless	2.66	Laketran's Understanding
2.28	Disputes	2.67	OEM Part Numbers
2.29	Rights Upon Breach	2.68	Options, Assignment by Laketran
2.30	Notification of Proceedings	2.69	Non-Smoking Policy
2.31	Termination/Breach of Contract	2.70	Funding Agencies
2.32	Assignment	2.71	Jurisdiction
2.33	Covenant Against Contingent Fees	2.72	Promoting COVID-19 Safety
2.34	Patent Rights	2.73	Notification of Legal Matters that affect the Federal Government
2.35	Release of Information		
2.36	Ownership of Documents	2.74	Prohibition on certain telecommunications & video surveillance services or equipment.
2.37	Retention of Records		
2.38	Workmens' Compensation Act	2.75	Solid Wastes
2.39	Social Securities Act/Unemployment Compensation, Etc.	2.76	Safe Operation of Motor Vehicles
2.40	Federal Assistance	2.77	Human Trafficking
2.41	Work Hours Act		
2.42	Davis Bacon Act (Prevailing Wage Rates for Construction Contracts)		
2.43	Interest of Members or Delegates to		

### 3.0 SCOPE OF WORK

Laketran STS provides group transportation to local government and non-profit agencies in Lake County serving senior centers, colleges and schools. Laketran STS is not funded by any federal or state program.

This is **NOT** a traditional transit bus. The proposed vehicle does not have to meet Federal Transit Administration requirements for Buy America, bus testing, or Disadvantaged Business Enterprise goals.

#### 3.1 Mandatory Pre-Proposal Meeting

The pre-proposal meeting will take place on December 14, 2023 at 2:00 p.m. EST. If you intend to submit a proposal, you must attend.

Zoom information: December 14, 2023 at 2:00p.m. - <https://us02web.zoom.us/j/2116061815>

Meeting ID: 211 606 1815

One tap mobile - +16469313860,,2116061815# US

This is a unique scope of work for a transit agency. It is imperative that vendors understand the nature of STS and the type of vehicles requested.

In order for proposals to be considered valid the contractor must have attended the pre-proposal meeting.

For extenuating circumstances where a contractor cannot attend the Pre-Proposal Meeting but would still like to propose, contractors must reach out to Andrea Aaby, Director of Compliance & Development **before** the pre-proposal meeting takes place – [aaaby@laketran.com](mailto:aaaby@laketran.com).

#### 3.2 Vehicle Specifications

Laketran will purchase four (4) premium “coach style” vehicles.

Proposers are advised that the quality and styling of these vehicles must exceed a traditional transit vehicle. Highest quality and premium features are to be included. Where Laketran has specified a brand name, proposers may request an approved equal in writing with appropriate supporting documentation.

Laketran intends to review all specs with the final vendor and make changes.

- 32 passenger medium duty chassis
- Wheelchair lift with two (2) wheel chair positions
- Diesel engine with minimum 400 mile range.
  - With maximum extended warranty possible on powertrain components
- Dura bight aluminum wheels
- One (1) spare wheel/tire mounted/stored under the vehicle permanently
- Two (2) spare wheel/tires per vehicle

- Stainless steel battery box with group 31 AGM batteries
- Most corrosion resistant frame/body components possible
- Premium Recaro driver seat with power base and high vis seat belt
- Composite sub-floor
- Motorcoach interior styling:
  - Premium interior seating and amenities with 3 point seat belts in all seats.
  - Minimum 8 screen premium entertainment system.
  - Premium sound system.
  - Premium interior luggage racking system.
  - Individual seat USB power outlets with USB-C and USB-A outlets.
  - Premium interior lighting.
  - Premium frameless window systems with maximum legal tint
- 12 camera Safety Vision 4116 system with integrated back up camera.
- Cradlepoint IVR 1700 wireless modem.
- PA system with one (1) mic for the drives and one (1) mic for a tour guide.
- Auxiliary diesel heater
- Roof mounted HVAC, painted to match the body
- Emergency kit appropriate for the vehicle capacity
- Premium suspension
- Emergency exit windows in all positions
- Dual power roof hatch with emergency release
- Power heated mirrors with stainless arms
- All LED dialight exterior lighting.
- Diagnostic software for chassis
- Telma electric braking system
- Plug-style passenger entry door
- Laketran STS graphics with full vehicle premium paint

### **3.3 Alternate Proposals**

- If the proposer is aware of new or additional options, features, or other that will fulfill Laketran's design intention, please describe these alternates in your proposal.
  - You must include costs of optional features.
- If the proposer cannot provide any of the requested specifications, the proposal should make it very clear what exceptions are requested and why.
- If there are specifications that will greatly change the delivery timeline, propose alternate suggestions in your proposal.
  - You must include costs of optional features.

### **3.4 Spare Parts**

Provide a list of recommended OEM spare parts including recommended quantities and unit pricing.

### **3.5 Warranty**

A detailed process for how warranties are addressed including Laketran specific options must be provided in the proposal. Contact information, websites, and warranty claim forms should be provided. Include a simple warranty matrix of basic coverage for chassis, propulsion system, and major subsystems such as HVAC, wheelchair ramp/lift, fire suppression, brakes. Basic warranties are included in the base price of the bus.

Extended warranties should be priced as options.

### **3.6 Delivery Schedule**

Provide the best estimate for delivery of Laketran's vehicles as specified. Laketran prioritizes quick delivery of these vehicles to replace the current aging STS vehicles.

### **3.7 Options**

Laketran intends to award a five year contract with the options to purchase up to 4 additional STS vehicles over the life of the contract. Laketran makes no guarantee that it will order any more vehicles than the initial order. Options will be exercised as need arises.

All Options shall be valid for a period of five (5) years from the effective date of the Contract. There shall be no minimum order quantity for any permissible assignee. Subject to Laketran's right to order modifications, the Option Vehicles shall have the same specifications as the vehicles purchased under this Contract.

### **3.8 Contract**

The proposer with the highest ranked, responsive, and responsible contract will enter contract negotiations with Laketran. This will include a specification meeting in which Laketran and the proposer will finalize all the bus specifications and choose any options in order to determine the final price of the vehicles. The final vehicle costs must be determined by February 14, 2024.

Laketran's Board of Trustees will award a contract at a cost not-to-exceed. Upon submission of the order for vehicles, no price escalations can occur.

### **3.9 Proposal**

Proposals will be limited to 20 pages **not** including a cover letter or mandatory forms.

Vendors must submit a proposal that describes:

- The vehicle(s) being proposed including adherence to premium coach aesthetic, special features, safety features, anti-corrosive properties.
- Warranty and reimbursement process
- Delivery timeline
- Quality control and manufacturer support
- Past performance and references

### 3.10 Evaluation

Proposers will be evaluated based upon the following criteria:

<b>Evaluation Criteria</b>	<b>Description</b>	<b>Maximum Points</b>
Adherence to Mandatory Items	The mandatory items listed are important to Laketrans' efficient operations. Requests for Approved Equals must be submitted by the due date. Exceptions must be in writing.	45
Delivery	Speed of delivery, the faster the better	20
Quality Control	The vendor should provide and describe the process for quality control and how customer specific options are addressed.	20
Warranty and Reimbursement Process	The proposal should illustrate how warranty and reimbursement claims are made. Additional consideration will be given to online or electronic based processes.	10
Price	Laketrans will evaluate the vehicles and proposals to determine the best value for our agency.	5
<b>TOTAL</b>		<b>100</b>

Laketrans reserves the rights to award a contract based upon the best value for our agency.

Laketrans reserves the right to interview highest ranked proposers.

**4.0 REQUIRED FORMS**

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

	<b># of Pages</b>	<b>Signature</b>	<b>Notary</b>
Acknowledgement of Addenda	1		
Attachment A - Pricing Form	1		
Supplemental Pricing Form	1		
Attachment B - Contact Information and References	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 I - Bidder Registration Form	1		
Attachment K - FMVSS Affidavit of Compliance	1		
20 page proposal that describes premium coach aesthetic, special features, safety features, anti-corrosive properties, warranty, delivery timeframe, and quality control.			
W-9			
Certificate of Insurance			
Original and 4 copies of the proposal and 1 electronic copy on USB or emailed to aaaby@laketran.com.			

Pricing 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.



**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 specifications. If exceptions are taken, please identify in your proposal and how they impact the cost. Laketrans will award a firm, fixed-price contract at a cost not-to-exceed. Alternate pricing proposals must be clearly identified.

	Unit Cost	Delivery	Total Cost
<b>32 Passenger Cutaway Vehicle</b>	\$	\$	\$
<b>Total Cost for Purchase and Delivery of 4 Vehicles</b>	\$		
<b>Maximum extended warranty possible on powertrain components</b>	Details attached	\$ /vehicle	

Name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

### Laketran Supplementary Pricing Form

Complete this form to identify the make, model, product number and/or cost of each of the required vehicle specifications. This will help Laketran evaluate the premium features proposed.

	Make	Model	Unit Cost
32 passenger medium duty chassis			
Wheelchair lift with two (2) wheel chair positions			
Diesel engine with minimum 400 mile range			
Dura bright aluminum wheels	Dura Bright		
One (1) spare wheel/tire mounted/stored under the vehicle permanently			
Two (2) spare wheel/tires per vehicle			
Stainless steel battery box with group 31 AGM batteries			
Most corrosion resistant frame/body components possible			
Premium Recaro driver seat with power base and high vis seat belt	Recaro		
Composite sub-floor			
Premium interior seating and amenities with 3 point seat belts in all seats			
Minimum 8 screen premium entertainment system			
Premium sound system			
Premium interior luggage racking system			
Individual seat USB power outlets with USB-C and USB-A outlets			
Premium interior lighting			
Premium frameless window systems with maximum legal tint			
12 camera Safety Vision 4116 system with integrated back up camera	Safety Vision		
Cradlepoint IVR 1700 wireless modem	Cradlepoint		
PA system with one (1) mic for the drives and one (1) mic for a tour guide			
Auxiliary diesel heater			
Roof mounted HVAC, painted to match the body			
Emergency kit appropriate for the vehicle capacity			
Premium suspension			
Emergency exit windows in all positions			
Dual power roof hatch with emergency release			
Power heated mirrors with stainless arms			
All LED dialight exterior lighting			
Diagnostic software for chassis			
Telma electric braking system	Telma		
Plug-style passenger entry door			
Laketran STS graphics with full vehicle premium paint			
Option:			
Option:			
Option:			

**ATTACHMENT B  
CONTACT INFORMATION FORM**

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

**Primary Contact:**

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

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

**Back-up Contact:**

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

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

**REFERENCES:**

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

**Reference #1**

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

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

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

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

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

**Reference #2**

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

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

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

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

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

**Reference #3**

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

***Notary Executes Here:***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

***Notary Executes Here:***

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

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

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

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

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

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

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

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

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

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

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

\* Mark "N/A" if not applicable

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

\_\_\_\_\_  
Date

***Notary Executes Here:***

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

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

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

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



**ATTACHMENT I**  
**Laketrans BIDDERS REGISTRATION FORM**

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

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

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

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

Type of Business (choose all that apply)

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

\_\_\_\_\_ (A) All vehicles proposed in this solicitation will comply with all relevant Federal Motor Vehicle Safety Standards issued by the National Traffic Safety Administration in 49 CFR part 571 when delivered to the recipient agency.

\_\_\_\_\_ (B) All vehicles proposed in this solicitation are not subject to the Federal Motor vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR part 571.

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Printed Name 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 \_\_\_\_\_.