



The regional transit authority for Lake County

Address: 555 Lakeshore Boulevard • Painesville, Ohio 44077

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

REQUEST FOR PROPOSALS

for

DESIGN BUILD 15,000 GALLON GASOLINE FUEL TANK

STATEMENT OF QUALIFICATIONS DUE BY: July 25, 2024 at 2:00p.m.

Pre-Proposal Conference: July 15, 2024 at 2:00 p.m.

Date Issued: July 1, 2024

Contact:

Andrea Aaby

Director of Compliance & Development

440-350-1022

aaaby@laketrans.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. Laketrans assumed operations of Geauga Transit in July 2023.

1.1 Purpose

Laketran seeks proposals from qualified Design Build firms to design and construct a 15,000 gallon gasoline fuel tank and integrate with existing fueling station.

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.

1.2 Due Date and Location

Proposals are due in Laketrans offices by:

- Proposals received after that date and time will not be accepted.
- Laketrans offices are located at 555 Lakeshore Boulevard, Painesville Township, Ohio 44077.
- Proposals can be emailed to aaaby@laketran.com.
- Proposals shall also be mailed in a sealed envelope to the address above.
- Proposer bears total responsibility for ensuring their proposal is complete and arrives on time.
- Proposals submitted by electronic submission will not be considered.
- Proposer must comply with each and every requirement of this RFP to be considered responsive.

1.3 Schedule

The following schedule will be followed for this procurement:

July 1, 2024	Issuance of Request for Qualification
July 15, 2024 at 2:00 p.m.	Pre-Proposal Conference at Laketran HQ
July 25, 2024 at 2:00 p.m.	Statement of Qualifications Due
August 5, 2024	Top Three (3) Shortlisted Firms notified & Request for Technical and Price Proposals Issued
September 4, 2024 at 2:00 p.m.	Technical and Price Proposals Due
September 16 – 27, 2024	Interview with Shortlisted Firms
October 28, 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

- Proposals can be emailed to aaaby@laketran.com.
- Proposals may also be mailed in a sealed envelope to the address above.

1.6 Proposal Bond, or Certified or Cashier's Check

The public authority shall require the construction manager at risk or the design-build firm to submit a separate performance bond and a separate payment bond during the Proposal phase. The following is provided for informational purposes.

- 1.6.1 Each bid must be accompanied by a certified or cashier's check in the amount of 10% of the amount bid, an irrevocable letter of credit in the amount of 10% of the amount bid or an original bond in the amount of 100% of the amount bid per ORC 153.54 and 153.571. The certified or cashier's check, or irrevocable letter of credit shall be from a financial institution authorized to transact business in the State of Ohio and acceptable to the Owner. The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the

Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds." The bond shall be a "Bid Guarantee and Contract Bond" ("rollover bond") per O.R.C. sections 153.54 and 153.571 submitted for the full amount of the bid **including all alternates**, if any.

If bid security is made by bond, the Bidder and their Surety shall sign the Supplemental Bond Acknowledgement form and submit with their bid.

- 1.6.2 The certified or cashier's check, irrevocable letter of credit, or bond shall be made payable to the Owner and shall serve as a guarantee that in the event the bid is accepted and a contract is awarded to the successful Bidder, the contract will be executed by the bidder including any certifications, certificates or additional bonds required by the contract.
- 1.6.3 Failure on the part of the successful Bidder to execute the contract documents will cause the certified or cashier's check, irrevocable letter of credit, or bond to be forfeited to the Owner as damages.
 - A. If the Owner awards the contract without rebidding, the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the difference between the low bid and the next lowest bidder or 10% of the amount of the bid, whichever is less.
 - B. If the Owner does not award the Contract to the next lowest Bidder, but resubmits the project for bidding; the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the costs in connection with the resubmission of bids or 10% of the amount of the bid, whichever is less.
- 1.6.4 Checks or letters of credit for bid security of all bidders will be returned in the manner and timeframe stipulated in the Ohio Revised Code.

1.7 Performance Bond

The public authority shall require the construction manager at risk or the design-build firm to submit a separate performance bond and a separate payment bond during the Proposal phase. The following is provided for informational purposes.

- 1.7.1 As security for faithful performance and payment of all obligations under the Contract, the Owner shall require and the successful Bidder shall furnish either:
 - A. *If submitted as Bid Security at time of bid:* "Bid Guarantee and Contract Bond" (AKA "rollover bond") per O.R.C. sections [153.54](#) and [153.571](#).
 - B. *If a cashier's check or irrevocable letter of credit is submitted as Bid Security at time of bid:* Contract Bond per Ohio Revised Code Sections 153.54 and 153.57, in the amount of 100% of the Contract Price. The Contractor and their Surety shall sign the Supplemental Bond Acknowledgement form and submit with the Contract

forms

- 1.7.2 The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds."
- 1.7.3 The contract bond shall cover correction of the work for the period stated in the specifications and the correction period shall start upon Final Acceptance of the entire project and final payment by the Owner.

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 (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 Laketrans 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)).

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. Any sub-contracting opportunities related to this contract are subject to DBE regulations. Contractors must make a good-faith effort to engage with DBE subcontractors.

The shortlisted firms will be expected to meet DBE requirements.

Laketrans's overall goal for DBE participation is 2 %.

- Contractors who do not meet the DBE goal for this project shall be prepared to demonstrate their good faith efforts.
- DBE's must be registered by the Ohio Department of Transportation. The Ohio DBE directory and forms are available at:
<http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/DBE-Directory.aspx>.
- The firms eligible for inclusion in the contractor's DBE plan must be certified under the classification code associated with the particular work scope that the firm is assigned to perform on this project prior to bid submission or the determination of best and final offer in an RFP process.
- The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment from that work from Laketrans.
- The Contractor must promptly notify Laketrans whenever a DBE subcontractor

performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Laketran.

- Should you have any questions regarding the DBE Program, please contact Andrea Aaby, aaaby@laketran.com.

1.11.1 Counting DBE Participation

When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.

Count the entire amount of that portion of a construction contract (or other contract not covered by Paragraph (B)(2) of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor its affiliate).

Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

1.12 Buy America Certification

This Contract is subject to the Buy America and Build America, Buy America Act (BABA) requirements of 49 CFR 661, 2 CFR 184, 2 CFR 200.322, and 70901-70927 of the Infrastructure Investment and Jobs Act (IIJA). Further guidance is available through FTA's Buy America Office.

All iron, steel, manufactured products, and construction materials incorporated into the project must be produced in the United States. An article or material cannot be classified in more than one category.

1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below :

- (1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- (2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- (3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- (4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
- (5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- (6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
- (7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- (8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Exclusions: cement, cementitious materials, aggregates such as stone, sand, gravel, aggregate binding materials, and any products or supplies temporarily used on the worksite but not permanently incorporated/affixed into the infrastructure project such as scaffolding, tools and equipment.

The two signature blocks on the Buy America certificate are mutually exclusive. Proposers shall sign only one signature block on the certificate. Signing both signature blocks will make the

Proposal nonresponsive. A false certification is a criminal act in violation of 18 USC §1001. A Proposer who has submitted an incomplete Buy America certificate or an incorrect certificate of noncompliance through inadvertent or clerical error (but not including failure to sign the certificate, submission of certificates of both compliance and noncompliance, or failure to submit any certification), may submit to the FTA Chief Counsel within ten (10) days of Proposal opening a written explanation of the circumstances surrounding the submission of the incomplete or incorrect certification in accordance with 28 USC §1746, sworn under penalty of perjury, stating that the submission resulted from inadvertent or clerical error. The Proposer will also submit evidence of intent, such as information about the origin of the product, invoices, or other working documents. The Proposer will simultaneously send a copy of this information to the Agency.

Certification based on ignorance of proper application of the Buy America requirements is not an inadvertent or clerical error.

A waiver from the Buy America provisions will be sought by Laketran from the FTA for the proposed awardee, if the grounds for a waiver exist. All Proposers seeking a waiver must submit to Laketran a timely request in writing, which shall include the facts and justification to support the granting of the waiver. Such waiver from the Buy America provisions may be granted if the FTA determines the following:

1. Their application would be inconsistent with the public interest;
2. Materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of domestic material will increase the cost of the overall Contract by more than 25 percent.

Any party may petition the FTA to investigate a successful Proposer's compliance with the Buy America certification. The procedures are set out in 49 CFR Part 661.15. If the FTA determines that the evidence indicates noncompliance, the FTA will require Laketran to initiate an investigation. The successful Proposer has the burden of proof to establish compliance with its certification. If the successful Proposer fails to so demonstrate compliance, then the successful Proposer will be required to substitute sufficient domestic materials without revision of the original Contract terms. Failure to do so will be a breach of the Contract and may lead to the initiation of debarment proceedings under 49 CFR Part 29.

1.13 Presentations

Laketran may ask Proposer to explain elements of their proposal.

1.14 Inquiries

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

1.15 Clarifications, Approved Equals, Supplements

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

1.16 Form of Proposal

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

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

1.17 Explanations (Written and/or Oral)

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

1.18 Alternate Proposals

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

1.19 Withdrawal of Proposal

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

1.20 Consideration of Proposal

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

1.21 Rejection or Acceptance of Proposal

Laketran reserves the right to accept or reject any or all proposals, and any parts of any proposal. In awarding a contract, Laketran reserves the right to consider all elements entering into the question of determining the responsibility of the Proposer. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the proposal. In case of any discrepancy between the price written in the proposal and that given in figures for any item, the price in writing will be considered as the proposal price.

1.22 Unacceptable Proposals

No proposal will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to Laketran upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to said Laketran or has failed to perform faithfully any previous contract with Laketran.

1.23 Tie-Breaking (IFB only)

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

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

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

1.25 Right to Verify Proposal - Single Proposal (IFB only, Contracts > \$100,000)

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

1.26 Vehicle Trade-ins

Not Required.

1.27 Form of Bid

Not Required.

1.28 Authorized Negotiators

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

1.29 Award of Contract

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

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

1.30 Contractual Terms and Conditions

The terms and conditions of any contract that results between Laketran and the successful Proposer are discussed in Section 2.

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 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 their discretion - deemed necessary. The CEO must make their 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 their 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

Pursuant to Section 1311.252 of the Ohio Revised Code, government agencies are required to prepare - but not file - the Notice of Commencement required by Section 1311.04 of the Ohio Revised Code. It is available upon request.

2.0 TERMS AND CONDITIONS IN CONTRACT FORM

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

2.1	Independent Contractor	2.36	Davis Bacon & Copeland Anti-Kickback
2.2	Contractor's Obligation	2.37	Conflict of Interest
2.3	Buyer's Obligation	2.38	Fraud, Waste, Abuse or Other Legal Matters
2.4	Contract Period	2.39	Fraud & False Claims
2.5	Performance Bond	2.40	No Federal Government Obligations to Third Parties
2.6	Notice to Proceed	2.41	Privacy
2.7	Contract Modification	2.42	Procurement
2.8	Subcontracts	2.43	Special Requirements for Transit Operations Contracts
2.9	Civil Rights	2.44	Seismic Safety
2.10	DOL EEO Clause for Construction	2.45	Hatch Act/Work Day and Work Week Standards
2.11	Bus Testing	2.46	Cargo Preference
2.12	Delivery	2.47	Fly America
2.13	Payment	2.48	Clean Air Act & Federal Water Pollution Control Act
2.14	Liquidated Damages	2.49	Energy Conservation
2.15	Taxes	2.50	Debarment and Suspension
2.16	Inspection	2.51	Compliance with Laws and Regulations
2.17	Audit and Inspection of Records	2.52	Applicable Law and Jurisdiction
2.18	Right to Adjust Cost	2.53	Integrated Agreement
2.19	Failure to Meet Specifications	2.54	Laketran's Understanding
2.20	Warranties	2.55	Incorporation of FTA Terms
2.21	Indemnification	2.56	Non-Smoking Policy
2.22	Hold Harmless	2.57	Funding Agencies
2.23	Disputes	2.58	Prohibition on certain telecommunications & video surveillance services or equipment.
2.24	Notification of Proceedings	2.59	Solid Wastes
2.25	Termination/Breach of Contract	2.60	Safe Operation of Motor Vehicle
2.26	Assignment	2.61	Human Trafficking
2.27	Covenant Against Contingent Fees	2.62	Restrictions on Lobbying
2.28	Patent Rights & Intellectual Property	2.63	Veteran's Hiring Preference
2.29	Release of Information	2.64	ITS Projects
2.30	Ownership of Documents	2.65	Tax Liability and Felony Convictions
2.31	Retention of Records	2.66	Severability
2.32	Workmens' Compensation Act		
2.33	Social Securities Act/Unemployment Compensation, Etc.		
2.34	Federal Assistance		
2.35	Work Hours Act		

3.0 SCOPE OF WORK

The goal of the project is to replace the current 4,000 gallon gasoline fuel tank with a 15,000 gallon gasoline tank. The 15,000 gallon tank will be tied into Laketran's existing fueling station. The project must be completed while Laketran continues its daily operations which includes refueling all vehicles on site, including gasoline powered vehicles.

3.1 Laketran and Project History

Laketran delivers transportation to thousands of riders each day Monday – Saturday via three unique services: door-to-door Dial-a-Ride, traditional In-County Fixed Routes, and Commuter Express to downtown Cleveland. Buses are refueled everyday as well as throughout the day at Laketran's on-site fueling station. Laketran's fleet uses three types of fuel – unleaded gasoline, diesel, and propane.

Laketran installed a 4,000 gallon gasoline fuel tank in 2016 and quickly outgrew its capacity. Laketran seeks to install a 15,000 gallon gasoline fuel tank on-site that ties into the existing fuel station. The 4,000 gallon tank is to be disconnected but saved for another site or resale.

A previous design-bid-build version of this project was cancelled after feedback from the fuel tank vendors made it clear that the project could not be constructed as designed. Drawings from this unsuccessful version of the project are available for review – email aaaby@laketran.com. But it must be restated, that the drawings are not constructible and Laketran is looking to hire a Design-Build Team to redesign the project and successfully construct the 15,000 gallon fuel tank.

Given the significant knowledge base of the contractors, Laketran anticipates the tank companies to take a lead role in the Design-Build Team.

3.2 Design-Build Procurement Process

Selection of a Design Build Team (DBT) for this project will follow a two-step value based process that includes an evaluation of technical qualifications, project duration, and price.

Step 1) Statement of Qualifications

1. DBT will submit their Statement of Qualifications (SOQ). In general terms, the proposed DBT's qualifications, capabilities, understanding and approach to the project.
2. SOQ scoring is a competitive process in which the DBT's submittals evaluated for the ability to design and build the project successfully and in a timely fashion.
3. The Evaluation Criteria for the SOQ are listed in Section 3.7.
4. At minimum, the three highest ranked firms will be invited to submit technical and financial proposals.

Step 2) Technical and Price Proposals

1. The short-listed firms will prepare a Technical Proposal and a Price Proposal.
2. The Technical Proposal will address the design, construction, quality and duration of the

project. Technical Proposal scoring will be weighted heavily on meeting and exceeding the Request for Proposal (RFP) requirements and objectives in a beneficial way that provides a consistently outstanding level of quality.

3. The Price Proposal will include the cost of all work proposed to be completed per the contract documents and Technical Proposal.

3.3 Project Details

This project will replace the existing 4,000 gallon gasoline fuel tank with a 15,000 gasoline fuel tank. The 4,000 gallon tank is not to be destroyed or disposed and must be removed with care so that it can be reinstalled at a new location.

The DBT will be expected to devise solutions that will enable:

- Laketran to maintain daily onsite refueling of all vehicles every day using our contracted fuel vendor
- Two way vehicle traffic during construction within known space constraints and regulatory requirements.

The DBT will be expected to propose the proper technology for fuel monitoring, leak detection, and environmental protection.

The Design/Build team will perform each of the tasks customary to the practices of a general contractor for the complete construction, installation and commissioning of the 15,000 gallon aboveground fuel storage tank, dispensers, and Veeder-Root system upgrades at Laketran. The team shall include in the project the preparation of schematic design drawings for approval and upon approval by Laketran and relevant local authorities, the preparation of a full set of construction permit drawings which will include any electrical service upgrades, civil site modifications for parking/storm drainage and structural foundations and environmental requirements. All applicable architectural, civil, structural, electrical, plumbing, and mechanical engineering sub-consultants shall be supervised, coordinated, and paid for by the Design/Build team. It will be the responsibility of the selected Design/Build team to acquire all of the necessary permits for this project. All permits shall be paid for by the Design/Build team. The Design/Build firm will work in close coordination with Laketran staff in carrying out the project. It will also be the responsibility of the selected Design/Build team to provide all operation manuals and to train Laketran personnel to properly operate the new equipment.

The following items must be furnished by the successful DBT:

1. Design Services:
 - a. Complete design planning including development of project schedule to meet project timeline and cost estimates.
 - b. Complete program verification, budgeting, and value engineering as necessary.
 - c. Prepare construction documents.
 - d. Perform constructability reviews during design.
 - e. Complete permit application and procurement, including application for necessary variances.
 - f. Develop the Guaranteed Maximum Price (GMP) proposal using an open book pricing method that shall represent the total maximum amount to be paid by the

public authority to the design-build firm for the project and that shall include the costs of all work, the cost of its general conditions, the contingency, and the fee payable to the design-build firm.

- g. Manage subcontractor prequalification and bidding.
 - h. The DBT shall provide designs and recommendations that do not prevent the daily operations of Laketran.
 - i. Any related activities as needed during the preconstruction phase.
2. Construction Services:
- a. Construct the project pursuant to the construction documents and in accordance with the schedule requirements.
 - b. Hold all subcontracts and be fully responsible for the means and methods of construction, construction execution, and the progress schedule.
 - c. Prompt payment of all sub-contractors and Certified Payroll reports
 - d. Conduct progress meetings.
 - e. Coordinate required testing and inspection activities.
 - f. Provide submittals and shop drawings for review, including Buy America documentation.
 - g. Manage and oversee project safety including badging of contractors.
 - h. Manage project completion within the schedule agreed upon in the preconstruction phase.
 - i. Comply with applicable laws and regulations.
 - i. Including Laketran's no smoking policy and managing contractor parking
 - j. The Design/Build entity shall be responsible for construction bonding and insurance.
 - k. Provide "as-built" documents once construction is complete in electronic format.
 - l. The DBT shall provide designs and recommendations that do not prevent the daily operations of Laketran which include but are not limited to:
 - i. Daily fueling by drivers for all fuel types including gasoline
 - ii. Two way traffic in and out of security gate and bus garage
 - iii. Regular garbage pickup.
 - iv. Access to fueling station for propane buses throughout the day
 - v. Access for diesel, gasoline, and propane fuel delivery
 - m. Any related activities as needed during the construction phase.

3.4 Statement of Qualifications

DBTs will submit a Statement of Qualifications (SOQ) that includes the following components:

1. A one page cover letter introducing the Design-Build Team, the lead project manager, and the DBT's experience working together.
2. A brief description listing experience that your company has had in providing similar service/product that demonstrates your company's ability to provide the service/product described in your proposal.

3. Relevant Projects: List projects completed related to the design and construction of gasoline fueling stations for public sector in Ohio.
 - a. Provide a brief description of three similar projects to “showcase” the abilities of the project team. Include references for the three projects: contact names, client, address, telephone number, and email.
 - b. This experience can be by a team partner, but should highlight projects for which the team has previously collaborated.

4. Design-Build Team:
 - a. A brief description of the DBT’s makeup, proposed organizational structure and identify team members assigned to the project. State whether the DBT is an individual proprietorship, partnership, corporation, limited liability company or private non-profit organization.
 - b. Project Organizational Team: List all key people per task to be performed and describe professional services offered. List the office(s)/location from which key people will be working.
 - c. Specify proposed key staff members assigned to this program/project and what percentage of their time will be devoted to the program/project. Show their function in the program/project.
 - d. Specify where the staff will be located and identify the program/project manager.
 - e. Role and Experience of Project Manager: Provide detailed one-page resume indicating training and experience, and highlighting relevant project experience.
 - f. Relevant Experience of Key Technical Personnel including any Proposed Sub-Consultants: Name(s) of key personnel responsible for project completion, titles, expertise, training, experience, public involvement experience and period of service with the firm.
 - g. Provide detailed one-page resumes for key personnel staff including the architect and engineers-of-record, site design engineer and lead engineer for each discipline for site installation work, project manager, site superintendent, lead electrician and lead piping tradesperson.

5. Understanding of the project, cost containment practices, innovative ideas and any other relevant information concerning your firm’s qualifications for the project. Illustrate the firm’s technical expertise with design and construction of gasoline fueling stations and systems.

3.5 Technical Proposal

Shortlisted firms will be asked to submit a Technical Proposal that includes the following:

- Design/Build team's time required to complete the project (design, permitting, and construction) along with critical path method project schedule.
- Brief summary of design concepts and construction materials.
 - o Includes a narrative description of the tank and pump, including at a minimum, the name of the manufacturer, make and model number(s).
- Bid Security as required under Ohio Law (Section 1.6 & 1.7).
- Demonstrated an understanding of the Project Scope.

- List all subcontractors proposed for the project and provide an estimate on the percentage of work provided by each.
- Disadvantaged Business Enterprise Open-Ended Performance Plan (OEPP) – defined as a modified DBE commitment plan that, instead of naming DBEs to perform specific work at a specific price, allows the proposer to list anticipated work types for planned DBE participation throughout the life of the project
 - o A narrative that details how the Design/Build team will achieve DBE participation, what types of work DBEs are anticipated to perform, and a timeline for contracting with DBEs, and a description of the good faith efforts that will be implemented to achieve the DBE goal.
 - o OEPP must include a commitment to use good faith efforts to meet the DBE goal of 2% and provide details of the types of subcontracting opportunities that the Design/Build Team will solicit DBEs to perform.
 - o OEPP must include an estimated time frame in which actual DBE subcontracts would be executed.
- Discuss solutions to manage the risks associated with the DBT’s Technical Proposal based on limited design information.

The Technical Proposal should address the following construction issues:

1. Describe the overall design to be used in carrying out the program/project and accomplishing its objectives. Each of the major tasks, or activities to be undertaken, as a means of reaching such objectives, must be specifically identified. Display the essential points of activity in a time sequence showing the amount of time allotted to each activity.
 - a. Provide a detailed list of all equipment included in the proposal including operating specifications, pictures of the same equipment from previous installations and standard drawings.
 - b. Provide a full description of any value engineering proposals and the cost reduction associated with these.
2. Provide a preliminary Critical Path schedule for the project including both design and construction.
 - a. The schedule is intended to be somewhat general in nature however, it should be detailed sufficiently to convey the intent of the DBT by noting major design phases and major work items.
 - b. The schedule shall calculate the proposed final completion date of the project. The longest path to project completion shall be clearly defined.
3. Demonstrate that the DBT has considered safety, utilities, permitting, constructability, anticipated fabrication durations, and maintenance of traffic activities in determining the Proposed Schedule.
4. The Schedule section shall also include an overall schedule narrative describing the planned sequence of work.

3.6 Price Proposal

The Design/Build cost proposal will be divided into a design services fee and a preconstruction and design-build services fee.

The cost proposal should take into account

- Costs associated with the design and construction of Base Bid components necessary for a fully-operational gasoline tank integrated with Laketran’s fueling station, whether or not expressly identified.
- Costs associated with the design and construction.
- Allowances for utility fees including, but not limited to, electrical, gas, sanitary sewer, water, internet, and telephone.
- Construction supervision provided each time the contractor is on site.
- Plan review, permit, and variance fees.
- Statement of Assumptions clarifying items included in the estimate.
- Statement of Exclusions clarifying items not included in the estimate with brief description.
- The cost of this contract shall be lump sum per item. The Laketran Board of Trustees will award a contract based upon this amount at a cost-not-to-exceed.
- Laketran is exempt from Ohio State sales tax. The DBT certifies that all such taxes are not included in the price shown herein.

3.7 Evaluation Criteria

Statements of Qualifications will be evaluated on the following criteria:

Statements of Qualifications Evaluation Criteria	Maximum Points
Understanding of the Scope of Work - familiarity with the site and address, understanding of the project and, cost containment practices, innovative ideas and any other relevant information concerning your firm’s qualifications for the project.	50
Qualifications, makeup, and experience of the Design Build Team	20
Relevant Project Experience and References - General experience of Design/Build firm with design and construction of gasoline fueling infrastructure. Project Team Organization including capacity of staff and facilities to perform the work.	20
Proposed working relationship between DBT and/or Laketran – communication and meeting plan, examples of tracking documents, proposed project schedule.	10
Total Points Awarded	100

The firms with the highest ranked Statement of Qualifications will be asked to submit a Technical and Price Proposal.

Laketran reserves the right to interview shortlisted firms after Technical Proposals are submitted.

Technical and Price Proposals will be evaluated as follows:

Technical and Price Proposals Evaluation Criteria	Maximum Points
Schedule - Ability of Design/Build firm to meet interim and project completion milestones.	10
Demonstrated an understanding of the Project Scope including technical quality and completeness. Proposed approach including any value engineering ideas to improve on the bid design. Completed and thorough DBE Open-Ended Performance Plan.	20
Quality of proposed equipment including consideration for successful implementation of the proposed equipment and systems on previous projects.	35
Cost Proposal - The lowest Cost Proposal will be awarded 35 points with remaining cost proposals awarded points by decreasing values of 10	35
Total Points Awarded	100

The winning firm will be the responsive, responsible firm with the highest score based upon the technical/price proposal only.

3.8 Warranty

Warranties in this document are in addition to any statutory remedies or warranties imposed on the DBT. Consistent with this requirement, the DBT warrants that it will comply with the general and specific terms and requirements of this specification with respect to providing Laketrans with design and construction of a fully-operational 15,000 gallon fueling station as specified in the technical specifications.

Materials and labor for the fueling station and related improvements completed as part of this project are warranted and guaranteed to be free from defects for 12 months beginning on the date of acceptance by Laketrans. During this warranty period, for the fueling station and related improvements completed as part of this project shall maintain its structural and functional integrity. The warranty is based on regular operation under the normal operating conditions. The DBT shall warrant that any components sub-systems, etc. shall carry with them an implied warranty and they are merchantable and reasonably fit from the general use and the same warranty exists where an examination, if available, would be fruitless as in the case of latent defects.

During the extended service warranty, the DBT will pay for all parts and labor needed to repair the damage to the fueling station and related improvements completed as part of this project resulting from the warrantable failure. The successful DBT shall provide Laketrans with a list of all components that exceeds the warranty requirements of this specification.

If Laketrans detects a defect within the warranty periods defined in these specifications, it shall promptly notify the DBT's representative. Within five (5) working days after receipt of notification, the DBT's representative shall either agree that the defect is in fact covered by warranty, or reserve judgment until the deficiency is inspected by the Bidder's representative. At

that time, the status of warranty coverage shall be mutually resolved, if possible, between Laketran and the Bidder. Work necessary to effect the repairs shall commence within ten (10) working days after receipt of notification by the Bidder.

When warranty repairs are required, Laketran and the Bidder's representative shall agree within five (5) days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within the five (5) day period, Laketran reserves the right to commence the repairs and to enforce the warranty provisions and guarantee by recourse to legal action.

The warranty shall not apply to any part or component of the fueling station and related improvements completed as part of this project that have been subject to misuse, negligence, accident or that has been repaired or altered in any way so as to affect adversely its performance or reliability, except insofar as such repairs were in accordance with the Contractor's maintenance manuals and the workmanship was in accordance with recognized standards of the industry. The warranty shall also be void if Laketran fails to conduct normal inspections and scheduled preventative maintenance procedures as recommended in the Bidder's maintenance manuals.

The warranty shall not apply to scheduled maintenance items except insofar as such equipment may be damaged by the failure of a part or component for which the Bidder is responsible.

If Laketran requires the DBT to perform warranty covered repairs, the DBT's representative must begin, within ten (10) working days after receiving notification of a defect. Laketran shall make the area or system available within the DBT repair schedule. The DBT shall provide, at its own expense, all spare parts and tools required to complete repairs.

Warranty After Replacement/Repairs - If any component, unit, or sub-system is repaired, rebuilt or replaced by the Bidder, the subsystem shall have the un-expired warranty period of the original sub-system.

4.0 REQUIRED FORMS

The following forms must be included with your Statement of Qualifications:

	# of Pages	Signature	Notary
Acknowledgement of Addenda	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 I - Bidder Registration Form	1		
W-9			
Certificate of Insurance			
Email Statement of Qualifications to aaaby@laketrans.com .			

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

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

Name _____

Company _____

Address _____

Phone _____ Email: _____

Name of Authorized Individual: _____

Signature of Authorized Individual: _____

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

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

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

(Name of Individual, Partnership or Corporation)

(Address)

(Authorized Signature) (Title)

**ATTACHMENT B
CONTACT INFORMATION FORM**

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

Primary Contact:

Name: _____

Phone: _____

Back-up Contact:

Name: _____

Phone: _____

REFERENCES:

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

Reference #1

Name: _____

Phone: _____

Email: _____

Work Completed: _____

Years of Service: _____

Reference #2

Name: _____

Phone: _____

Email: _____

Work Completed: _____

Years of Service: _____

Reference #3

Name: _____

Phone: _____

Email: _____

Work Completed: _____

Years of Service: _____

ATTACHMENT C
CERTIFICATION OF PRIMARY PARTICIPANTS
REGARDING RESTRICTIONS ON LOBBYING

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

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

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

Executed this _____ day of _____ 20____

By _____
Signature of Authorized Official

Title of Authorized Official

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

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

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

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

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

Signature and Title of Authorized Official

Date

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

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

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

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

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

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

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

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

Signature and Title of Authorized Official

Date

Notary Executes Here:

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

Notary Public

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

My commission expires _____.

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

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

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

Legal Name of Business _____

Contact Person's Name (first, last) _____

Age of your business (in years) _____

Type of Business (choose all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Advertising | <input type="checkbox"/> Financial, Banking, & Auditing |
| <input type="checkbox"/> Architecture/Engineering | <input type="checkbox"/> Fuel |
| <input type="checkbox"/> Auction Services | <input type="checkbox"/> Fuel Systems and Technology |
| <input type="checkbox"/> Automobile Sales or Distributor | <input type="checkbox"/> Functional Capacity Assessment |
| <input type="checkbox"/> Automobiles & Trucks (non-bus) | <input type="checkbox"/> Graphic Design |
| <input type="checkbox"/> Bicycle | <input type="checkbox"/> Human Resources & Related Services |
| <input type="checkbox"/> Bus and Vehicle Parts | <input type="checkbox"/> HVAC |
| <input type="checkbox"/> Bus and Automobile Maintenance Products and Services | <input type="checkbox"/> IT/Computer/Technology |
| <input type="checkbox"/> Bus Exterior Products/Services | <input type="checkbox"/> Lawn & Landscaping |
| <input type="checkbox"/> Bus Interior Products/Services | <input type="checkbox"/> Marketing |
| <input type="checkbox"/> Bus Manufacturer | <input type="checkbox"/> Office Products & Copiers |
| <input type="checkbox"/> Bus Sales or Distributor | <input type="checkbox"/> Printing Services |
| <input type="checkbox"/> Bus Technology | <input type="checkbox"/> Roofing |
| <input type="checkbox"/> Cement/Concrete | <input type="checkbox"/> Security Systems & Services |
| <input type="checkbox"/> Cleaning or Janitorial | <input type="checkbox"/> Signage |
| <input type="checkbox"/> Construction Contractor | <input type="checkbox"/> Snowplowing & Snow Removal |
| <input type="checkbox"/> Construction Trades | <input type="checkbox"/> Software & SaaS |
| <input type="checkbox"/> Consulting Services | <input type="checkbox"/> Telecommunications |
| <input type="checkbox"/> Drug & Alcohol Testing & Other Medical Services | <input type="checkbox"/> Temporary Employment Agency |
| <input type="checkbox"/> Equipment | <input type="checkbox"/> Transit Peer |
| <input type="checkbox"/> Estimating Services | <input type="checkbox"/> Uniforms & Shoes |
| <input type="checkbox"/> Fare Collection and Fare Technology | <input type="checkbox"/> Utilities - electric, plumbing, sewer |
| <input type="checkbox"/> Other - describe using key words _____ | |

The following are required by 49 CFR Part 26

Business Street Address _____

City _____

State ____ Zip Code _____

Email Address _____

NAICS code(s) applicable to work performed: _____

Race/ethnicity of firm's majority owner (choose one)

- | | |
|---------------------------------------|--|
| <input type="radio"/> Caucasian/White | <input type="radio"/> African American/Black |
| <input type="radio"/> Hispanic | <input type="radio"/> Asian-Pacific American |
| <input type="radio"/> Native American | <input type="radio"/> Sub-continent Asian American |

Gender of firm's majority owner (choose one)

- Male Female

Gross Annual Receipts – choose the category that best applies to your business.

- | | |
|---|--|
| <input type="radio"/> Less than \$1 million | <input type="radio"/> \$1 million - \$3 million |
| <input type="radio"/> \$3 million - \$6 million | <input type="radio"/> \$6 million - \$10 million |
| <input type="radio"/> \$10 million or more | |

Is your business registered as a DBE?

- YES NO

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

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

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

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

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

Executed this _____ day of _____, 20__.

By _____
Signature of Authorized Official

Title of Authorized Official

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

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

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

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

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

Signature and Title of Authorized Official

Date

**ATTACHMENT E-2
CERTIFICATION OF LOWER-TIER PARTICIPANT
REGARDING STANDARD PROJECT ASSURANCES**

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

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

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

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

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

Signature and Title of Authorized Official

Date

Notary Executes Here:

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

Notary Public

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

My commission expires _____.

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

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

State of _____,
County of _____,

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

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

whose business is _____

and who resides at _____

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

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

Signature and Title of Authorized Official

Date

Notary Executes Here:

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

Notary Public

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

My commission expires _____.

**ATTACHMENT G-2
CERTIFICATION OF LOWER-TIER PARTICIPANT REGARDING
DELINQUENT PERSONAL PROPERTY STATEMENT**

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

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

\$ _____ Delinquent Personal Property Tax *

\$ _____ Penalties *

\$ _____ Interest *

\$ _____ Total *

* Mark "N/A" if not applicable

Signature and Title of Authorized Official

Date

Notary Executes Here:

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

Notary Public

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

My commission expires _____.

**ATTACHMENT I-2
LAKETRAN BIDDER REGISTRATION FORM**

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

Legal Name of Business _____

Contact Person's Name (first, last) _____

Age of your business (in years) _____

Type of Business (choose all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Advertising | <input type="checkbox"/> Financial, Banking, & Auditing |
| <input type="checkbox"/> Architecture/Engineering | <input type="checkbox"/> Fuel |
| <input type="checkbox"/> Auction Services | <input type="checkbox"/> Fuel Systems and Technology |
| <input type="checkbox"/> Automobile Sales or Distributor | <input type="checkbox"/> Functional Capacity Assessment |
| <input type="checkbox"/> Automobiles & Trucks (non-bus) | <input type="checkbox"/> Graphic Design |
| <input type="checkbox"/> Bicycle | <input type="checkbox"/> Human Resources & Related Services |
| <input type="checkbox"/> Bus and Vehicle Parts | <input type="checkbox"/> HVAC |
| <input type="checkbox"/> Bus and Automobile Maintenance Products and Services | <input type="checkbox"/> IT/Computer/Technology |
| <input type="checkbox"/> Bus Exterior Products/Services | <input type="checkbox"/> Lawn & Landscaping |
| <input type="checkbox"/> Bus Interior Products/Services | <input type="checkbox"/> Marketing |
| <input type="checkbox"/> Bus Manufacturer | <input type="checkbox"/> Office Products & Copiers |
| <input type="checkbox"/> Bus Sales or Distributor | <input type="checkbox"/> Printing Services |
| <input type="checkbox"/> Bus Technology | <input type="checkbox"/> Roofing |
| <input type="checkbox"/> Cement/Concrete | <input type="checkbox"/> Security Systems & Services |
| <input type="checkbox"/> Cleaning or Janitorial | <input type="checkbox"/> Signage |
| <input type="checkbox"/> Construction Contractor | <input type="checkbox"/> Snowplowing & Snow Removal |
| <input type="checkbox"/> Construction Trades | <input type="checkbox"/> Software & SaaS |
| <input type="checkbox"/> Consulting Services | <input type="checkbox"/> Telecommunications |
| <input type="checkbox"/> Drug & Alcohol Testing & Other Medical Services | <input type="checkbox"/> Temporary Employment Agency |
| <input type="checkbox"/> Equipment | <input type="checkbox"/> Transit Peer |
| <input type="checkbox"/> Estimating Services | <input type="checkbox"/> Uniforms & Shoes |
| <input type="checkbox"/> Fare Collection and Fare Technology | <input type="checkbox"/> Utilities - electric, plumbing, sewer |
| <input type="checkbox"/> Other - describe using key words _____ | |

The following are required by 49 CFR Part 26

Business Street Address _____

City _____

State ____ Zip Code _____

Email Address _____

NAICS code(s) applicable to work performed: _____

Race/ethnicity of firm's majority owner (choose one)

- | | |
|---------------------------------------|--|
| <input type="radio"/> Caucasian/White | <input type="radio"/> African American/Black |
| <input type="radio"/> Hispanic | <input type="radio"/> Asian-Pacific American |
| <input type="radio"/> Native American | <input type="radio"/> Sub-continent Asian American |

Gender of firm's majority owner (choose one)

- Male Female

Gross Annual Receipts – choose the category that best applies to your business.

- | | |
|---|--|
| <input type="radio"/> Less than \$1 million | <input type="radio"/> \$1 million - \$3 million |
| <input type="radio"/> \$3 million - \$6 million | <input type="radio"/> \$6 million - \$10 million |
| <input type="radio"/> \$10 million or more | |

Is your business registered as a DBE?

- YES NO