

(440) 754-5555 www.geaugatransit.com 12555 Merritt Road Chardon, OH 44024

INVITATION TO BID

for

REPLACEMENT OF RADIANT TUBE HEATER SYSTEM IN BUS GARAGE ITB # G04

BIDS DUE: September 5, 2024 at 12:00 p.m.

Date Issued:

Contact: Andrea Aaby Director of Compliance & Development 440-350-1022 aaaby@laketran.com

1.0 GENERAL

Geauga Transit is the regional transit authority for Geauga County, Ohio that provides countywide demand response paratransit service Monday through Friday. Geauga Transit is operated by Laketran.

Laketran is the regional transit authority for Lake County, Ohio. Lake County is located 35 miles east of Cleveland. The western portion of Lake County is located within the Cleveland Urbanized area and is densely developed. The eastern half is rural in nature.

1.1 Purpose

Geauga Transit seeks sealed bids from qualified firms to replace six radiant heaters at its Administrative and Maintenance facility located at 12555 Merritt Rd. in Chardon.

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 received after the due date and time will not be accepted. Geauga Transit's offices are located at 12555 Merritt Rd, Chardon, Ohio 44024.

Bids shall be in a sealed envelope. The exterior shall be explicitly labeled as follows: G04 Radiant Tube Heaters 9/5/24 at 2:00p.m.

- Bidder bears total responsibility for ensuring their proposal is complete and arrives on time.
- Bid submitted by electronic submission will not be considered.
- Bidder must comply with each and every requirement of this RFP to be considered responsive.

1.3 Schedule

The following schedule will be followed for this procurement:

August 1, 2024	Issuance of ITB
September 5, 2024 at 12:00p.m.	Bids Due

1.4 Length of Time Proposals Shall be Good

Bids 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 one (1) copies of proposal(s) must be submitted.

1.6 Bid Bond, or Certified or Cashier's Check

This paragraph applies only if the amount of your proposal is \$25,000 or more.

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

- 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 <u>153.54</u> and <u>153.571</u>.
 - 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) Laketran, its officials, agents, employees and volunteers shall be named as an additional insured. This coverage shall be primary to the additional insured's and not contributing with any other insurance or similar protection available to the additional insured whether available coverage is primary, contributing or excess.
- f) All subcontractors to the prime contractor shall be included under the prime contractor's polices or shall finish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all requirements of this section.
- g) All coverages shall be written on an occurrence basis.
- h) All must give Laketran at least 30 days written notice of cancellation, non-renewal and/or material changes.

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

1.9 Minimum Specifications

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

1.10 Request for Clarification/Approved Equal (RFAE)

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

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

1.11 Disadvantaged Business Enterprise (DBE)

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

It is the policy of the Department of Transportation (DOT) that DBE's, as defined in 49 CFR, Parts 23 and 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Although the DBE goal for this procurement is 0%, Laketran welcomes DBE participation.

1.12 Buy America Certification

Not Required.

1.13 Presentations

Laketran may ask Proposer to explain elements of their proposal.

1.14 Inquiries

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

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

For IFB's, all bids received in conformity with these specifications shall, as soon as possible, be tabulated and become a public record.

1.21 Rejection or Acceptance of Proposal

Laketran reserves the right to accept or reject any or all bids, 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

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.

Laketran 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.

All extensions and totals of unit prices and quantities submitted as part of the bid shall be considered informal until verified by the Owner. All bids must be made on the forms contained herein and the bid prices must be written therein, in figures only. Unit prices shall be separately written for "Unit Price Labor," "Unit Price Material," and "Total Unit Price" for each item listed. Should an error in addition and/or multiplication be determined while checking the Contractor's math and verifying their total bid, the "Unit Price Labor" and the "Unit Price Material" figures shall govern in determining the correct "Total Unit Price" and the correct "Item Total."

Each bidder must bid on all Items, Alternates, Deductions, and Additions contained in the Bidding Forms. All bids not in conformity with this notice may be considered nonresponsive and may be rejected.

More than one bid for the same work from an individual or entity under the same of different names will not be considered. Reasonable grounds for believing that any bidder has an interest in more than one bid for the work may be cause for disqualification of that bidder and the rejection of all bids in which the bidder has an interest. A subcontractor or supplier is not a bidder, and may submit prices to multiple bidders.

1.28 Authorized Negotiators

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

1.29 Award of Contract

The Basis of Award is the lowest responsive and responsible bid received for the total base bid (lump sum price) as set forth in the specifications pursuant to federal and state law and regulations.

The Notice of Award will state that certain documents must be submitted by the successful bidder within ten (10) business days after receipt of said Notice of Award (unless otherwise directed by Laketran). These documents may include:

- The Agreement between Laketran and Contractor.
- Performance and payment guarantees substantially in the form of the Ohio Performance/Payment Bond set forth in Ohio Revised Code Section 153.57 with a penal amount equal to one hundred percent (100%) of the contract price. This requirement does not apply to a bidder which provided the Ohio Bid Guaranty and Contract Bond (Ohio Revised Code Section 153.571) with its bid.
- Insurance, as specified in the contract documents.
- Executed copies of all DBE subcontracts. These contracts may be made contingent upon the execution of a contract between the Laketran and the bidder.

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 Cost of Preparation

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

1.31 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.

1.32 Late Proposals

Proposals received by Laketran after the exact time set for receipt in Section 1.2 above are considered "late". Late proposals will be considered only if received before contract award, and the following objective, bona fide proof is submitted showing reason or cause for delay as follows:

- 1. It was sent by registered or certified mail not later than 5 calendar days before the proposal receipt date specified;
- 2. It was sent by mail and it is determined by Laketran that the late receipt was due solely to mishandling by Laketran after receipt; or
- 3. It was sent by an overnight express service not later than 5:00 PM at the place of mailing 1 working day prior to the date specified for receipt of proposals and is marked for delivery by next business morning. The term "working days" excludes weekends and holidays.

The only acceptable evidence to establish the date of mailing by registered or certified mail is a U.S. or Canadian postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both must show a legible date or it shall be deemed to have been mailed late.

The only acceptable evidence to establish the time of receipt at the Buyer's facility is the time/date stamp of such facility on the proposal wrapper or other documentary evidence of receipt maintained by the facility.

The only acceptable evidence to establish the date of mailing by an overnight express service is the date entered by the receiving clerk on the label.

1.35 Protests

It is the policy of Laketran to prepare specifications for requests for proposals that are not discriminatory in nature. All solicitations are to be open and free to all competing vendors whereby all have a reasonable chance to be successful and be awarded a contract.

If a vendor feels that a particular solicitation is unfair for whatever reasons, the following procedure must be followed to register a proper protest and said procedure shall be a part of all solicitations:

STEP 1 - Protest must be made in writing and addressed to the 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.

1.36 Addenda to RFP

Laketran reserves the right to amend the ITB at any time. Any amendments to the ITB shall be described in written addenda. Notification of the addenda also will be distributed to all prospective bidders officially known to have received the ITB. Failure of any prospective bidder to receive the notification or addenda shall not relieve the bidder from any obligation under the ITB therein. All addenda issued shall become part of the ITB. Prospective bidders shall acknowledge the receipt of each individual addendum in their bids on the form Acknowledgement of Addenda. Failure to acknowledge in the bids receipt of addenda may at the Agency's sole option disqualify the Proposal.

1.37 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 <u>www.laketran.com</u>. 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
2.2	Contractor's Obligation
2.3	Buyer's Obligation
2.4	Scope of Work
2.5	Contract Period
2.6	Cost
2.7	Performance Bond/Insurance
2.8	Notice to Proceed
2.9	Contract Modification
2.10	Subcontract Approval
2.11	Substitution of Subcontractor/
	Independent Contractor
2.12	Disadvantaged Business Enterprise
2.13	Equal Employment Opportunity
2.14	Noncompliance (EEO/DBE)
2.15	Delivery
2.16	Payment
2.17	Liquidated Damages
2.18	Taxes
2.19	Inspection
2.20	Explanations (Written and/or Oral)
2.21	Audit and Inspection of Records
2.22	Right to Adjust Cost
2.23	Failure to Meet Specifications
2.24	Quantity & Quality
2.25	Warranties
2.26	Indemnification
2.27	Hold Harmless
2.28	Disputes
2.29	Rights Upon Breach
2.30	Notification of Proceedings
2.31	Termination/Breach of Contract
2.32	Assignment
2.33	Covenant Against Contingent Fees
2.34	Patent Rights
2.35	Release of Information
2.36	Ownership of Documents
2.37	Retention of Records
2.38	Workmens' Compensation Act
2.39	Social Securities Act/Unemployment
/	Compensation, Etc.
2.40	Federal Assistance
2.41	Work Hours Act
2.42	Davis Bacon Act (Prevailing Wage Rates for
2.72	Suris Sucon rice (1 revaining wage Raies 101

Interest of Members or Delegates to
Congress
Conflict of Interest
False or Fraudulent Statements and Claims
No Federal Government Obligations to
Third Parties
Privacy
Procurement
Special Requirements for Transit Service
Contracts
Contract Work Hours and Safety Standards
Act as Amended
Copeland "Anti-Kickback" Act as Amended
Seismic Safety
Hatch Act/Work Day and Work Week
Standards
Cargo Preference
Drug and Alcohol Testing
Clean Air
Clean Water
Energy Conservation
Recycled Products
Certifications
Compliance with Laws and Regulations
Severability of Contract
Applicable Law and Jurisdiction
Integrated Agreement
Contractor's Representation
Laketran's Understanding
OEM Part Numbers
Options, Assignment by Laketran
Non-Smoking Policy
Funding Agencies
Jurisdiction
Promoting COVID-19 Safety
Notification of Legal Matters that affect the
Federal Government
Prohibition on certain telecommunications
& video surveillance services or equipment.
Solid Wastes
Safe Operation of Motor Vehicles

2.77 Human Trafficking

Construction Contracts)

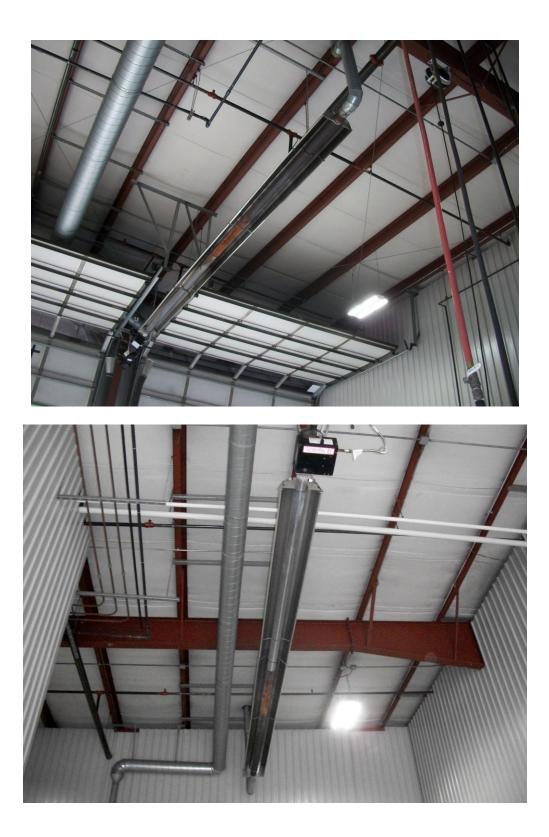
3.0 SCOPE OF WORK

Geauga Transit desires to hire a responsible contractor to replace radiant tube heaters in the bus garage. Geauga Transit desires to replace like with like to the extent possible.

3.1 Existing Conditions

The current radiant heating system is GordanRay BH and was installed in 1986. The tubes are rusting and overdue for replacement.







You can arrange to visit the property with JoAnna Santilli, Director of Geauga Transit, <u>jsantilli@geaugatransit.com</u> / 440-754-5550, but no questions can be asked or answered by staff.

All questions must be put into writing to Andrea Aaby, Director of Compliance & Development, <u>aaaby@laketran.com</u>.

3.2.1 Replacement Specifications

Geauga Transit desires to replace like with like. This is a turn-key installation.

- Furnish and install six low-intensity infrared heaters, also known as radiant tube heaters
 - Four 20ft infrared heaters
 - Two 60ft infrared heaters
- Disconnect existing radiant heat system power and control wiring
- Disconnect, remove and dispose of the existing radiant tube and hangers.
- Furnish and install chain, hangers and/or anchors to properly support the new equipment in accordance with manufacturers instructions.
- Provide new gas manifold from main to each unit
- New electrical whip to each unit required
- Reconnect new thermostat to existing control wiring
- Reconfigure flue vent piping for the new system.

- Existing chimney to remain
- Reconnect to existing combustion air venting

Starting and testing the replacement system is required.

3.3 Installation Requirements

- This project will be a turnkey operation and therefore will include all materials, equipment, labor, tools, masking/drop cloths and services required for complete demolition and disposal of the existing and installation of the replacement in accordance with the manufacturer's specifications and recommendations.
- Contractor shall take all precautions necessary to ensure security and prevent unauthorized access to the building during the entire replacement process.
- Contractor shall provide specific environmental requirements, if any, which Geauga Transit will need to meet prior to starting the work, e.g., power or space needs.
- Contractor shall provide all warranties including material defects, appearance, workmanship and performance. Warranties must be of industry standards and will not commence for the finished product until Geauga Transit has given the successful contractor written acceptance of the product and its installation

3.4 Invoicing

Geauga Transit will only pay for work once it is performed. Progress payments may be made but only with prior approval.

3.6 Additional Requirements

This project is funded by the State of Ohio Department of Transportation. As such, there are regulations that this project is subject to:

3.11 A – State Prevailing Wage

• Bidders are hereby notified that they will be required to pay minimum wages to all laborers and mechanics at a rate not less than the minimum wage specified in the wage determination made by the Ohio Department of Commerce. The minimum wage so paid shall be that in effect ten (10) days before bid opening https://com.ohio.gov/divisions-and-programs/industrial-compliance/wage-and-hour

3.11B - Copeland "Anti-Kickback" Act

• The Contractor agrees that it will not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which that employee is otherwise entitled.

3.11C - Hatch Act / Work Day and Work Week Standards

• The wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

3.7 Selection

The lowest cost, responsive, and responsible contractor will be awarded the contract to perform the work as specified.

4.0 **REQUIRED FORMS**

The following forms must be included with your Bid:

	# of Pages	Signature	Notary
Acknowledgement of Addenda	1		
Attachment A - Pricing Form	1		
Attachment B - Contact Information and References	1		
Attachment 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			
Original and copies of the bid/proposal and 1 electronic co aaaby@laketran.com	opy on USB or e	mailed to	

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

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

Laketran/Geauga Transit 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.

ATTACHMENT A – GEAUGA TRANSIT PRICING FORM

The contractor may attach additional pricing breakdown.

	Quantity	Make & Model	Unit Price	Total Price(*)
Radiant Heaters	Four 20ft infrared heaters Two 60ft infrared heaters			
Control Panels				
Piping				
Other (describe)				
Other (describe)				
Other (describe)				
			Total Project(*)	

(*) - The total project cost must be inclusive of all additional costs including but not limited to labor for installation, removal and disposal of the old system, supplies, overhead, and profit. The lowest price, responsive and responsible contractor will be awarded a firm, fixed-price contract at a cost not-to-exceed.

Name	Com	pany	
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

Laketran requires a primary point of contract and a back-up. Please list them below.

Primary	y Contact:
Name:	
Phone:	

Back-uj	p Contact:
Name: _	
Phone:	

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

	Reference #1	
Name:		
Phone:		
Email:		
Work Completed:		
Years of Service:		
	Reference #2	
Name:		
Phone:		
Email:		
Work Completed:		
Years of Service:		
	Reference #3	
Name:		
Phone:		
Email:		
Work Completed:		
Years of Service:		

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

- 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 <u>ET SEQ</u>. 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 commiss	ion 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 firs (Name of Affidavit)	t duly sworn, do hereby state that
I am of (Capacity)	n, Partnership, Corporation)
Whose business is	
And who resides at	
And that (Give names of all persons, firms, or corporation intere	sted in the bid)
is/are the only person(s) with me/us in the profits of the without any connection or interest in the profits thereof work; that the said contract is on my/our part, in all resp no members of the Board of Trustees, head of any depa employee of the Authority, is directly or indirectly inter	with any persons making any bid or bid for said bects fair and without collusion or fraud, and also that rtment or bureau, or employee therein, or any
	Signature and Title of Authorized Official
Notary Executes Hares	Date
Notary Executes Here:	
Taken, subscribed and sworn before me this	lay of, 20
Notary Public	
Notary Public in and for the County of	, State of

My commission expires _____.

ATTACHMENT G CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DELINQUENT PERSONAL PROPERTY STATEMENT

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

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

\$	_ Delinquent Personal Property Tax *		
\$	_ Penalties *		
\$	Interest *		
\$	_ Total *		
* Mark "N/A" if not applicable			
	Signature and Title of Au	thorized (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 commissio	on expires		

PROPOSED SUBCONTRACTORS

The Bidder is required to state in the spaces provided below, the Subcontractors they propose to use to accomplish the work under this Contract. The items and specific amounts of work assigned to each listed Subcontractor shall also be outlined. <u>Duplicate this sheet as needed</u>. Meeting the ____% Disadvantaged Business Enterprise (DBE) goal is a condition of responsiveness. Changing DBE subcontractors after award requires explicit written permission from Laketran.

Name of Subcontractor:			
Contact Person's Name:			
Address: City/State/Zip:			
Description of work performed:_			
Phone:	Amount: \$		% of Contract:
	DBE? □ No	□Yes	
Name of Subcontractor:			
Contact Person's Name:			
Address: City/State/Zip:			
Description of work performed:_			
Phone:	Amount: \$		% of Contract:
	DBE? □ No	□Yes	
Name of Subcontractor:			
Contact Person's Name:			
Address: City/State/Zip:			
Description of work performed:			
Phone:	Amount: \$		% of Contract:
	DBE? □ No	□Yes	
Name of Subcontractor:			
Contact Person's Name:			
Address: City/State/Zip:			
Description of work performed:			
Phone:	Amount: \$		% of Contract:
	DBE? □ No	□Yes	

ATTACHMENT I LAKETRAN BIDDER REGISTRATION FORM

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

Legal Name of Business_____

Contact Person's Name (first, last)

Age of your business (in years) _____

Type of Business (choose all that apply)

□ Financial, Banking, & Auditing
□ Fuel
Fuel Systems and Technology
Functional Capacity Assessment
Graphic Design
□ Human Resources & Related Services
\square HVAC
□ IT/Computer/Technology
Lawn & Landscaping
□ Marketing
□ Office Products & Copiers
Printing Services
Roofing
Security Systems & Services
□ Signage
□ Snowplowing & Snow Removal
□ Software & SaaS
Telecommunications
Temporary Employment Agency
Transit Peer
Uniforms & Shoes
Utilities - electric, plumbing, sewer
State Zip Code
I

NAICS code(s) applicable to work performed:_____

Race/ethnicity of firm's majority owner (choose		
one)		
o Caucasian/White	o African Ameri	can/Black
o Hispanic	o Asian-Pacific	American
o Native American o Sub-continent Asian Americ		
Gender of firm's majority owner (choose one)	□ Male	Female
Gross Annual Receipts – choose the category that b	est applies to you	r business.
o Less than \$1 million	o \$1 million - \$3	3 million
o \$3 million - \$6 million	o \$6 million - \$	10 million
o \$10 million or more		
Is your business registered as a DBE?	□ YES	\square NO

BIDDER'S INSURANCE AGENT'S AFFIDAVIT

PRC	JECT	:		
OW]	NER:	Laketran		
I,	duly	(Insurance Agent's Name)	, (Title)	, first being
swoi	rn do st	tate the following:		
(a)	ther	I have reviewed the insurance rein the requirements on insuran non-renewal provisions, and an	ce including any policy	modifications, cancellation
(b)	that that	I am familiar with the insurance	(Bidder's Comp	any Name)
	be indu the	in force, and that its insurance me amended or endorsed to meet the ustry exclusions) until the current specifications or additional polic ntractor;	contract insurance requir policy expiration or unti	rements (with standard l cancelled with notice per
(c)	that	all additional policies and/or end	orsements required in the	e specifications are available;
(d)	vers in t con	t if an award of contract is made t sion ACORD 25] and/or binder(s) he contract will be issued with tractor and the contractor approv fully comply with the insurance) which fully complies wi in three (3) business da ing any additional polic	th all insurance requirements ays of notification from the ies or endorsements needed
(e)	that	Thave advised my client of the orsements so that he can include	cost of all additional p	
(f)		the cancellation clause in the polan endorsement;	icy meets the specification	ons or that it can be amended
(g)	that	this document neither affirmativ or coverage afforded by the policy		s, extends or alters the terms
Furt		fiant sayeth naught.		
(Age	ent's Si	gnature)	Agency Name	
(Age	ent's N	ame)	Agency Addre	SS
Date			Agency City, S	State and Zip Code
			(Phone)	(Fax)
			(E-mail)	

-

SUPPLEMENTAL BOND ACKNOWLEDGEMENT

(This is not a Bond form)

PROJECT:

OWNER:

If the bidder submits a Bid Guaranty and Contract Bond (AKA Rollover or Bid/ Performance/ Payment/ Warranty Bond) per O.R.C. Sections 153.54 and 153.571 the following shall be completed, signed, and submitted with the bid:

By submission of the attached bid and these presents, the undersigned bidder and their surety hereby acknowledge that the attached Bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is one (1) year commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located and shall be instituted within one year from the last day of the correction period under the project or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever first occurs.

BIDDER

BIDDER: SIGNATURE: NAME: TITLE: DATE: PHONE NO.: SURETY: SIGNATURE: NAME: TITLE: DATE: PHONE NO.:

*Attach Power of Attorney

SURETY

If the Bidder submits a Certified or Cashier's check, Irrevocable Letter of Credit and is awarded a contract by the Owner, the following shall be completed, signed, and submitted with the Contract Bond (AKA Performance/Payment/Warranty Bond) per ORC Sections 153.54 and 153.57.

By signature of the attached Contract and these presents the undersigned contractor and their surety acknowledge that the attached Bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is one (1) year commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located and shall be instituted within one year from the last day of the correction period under the project or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever first occurs.

BIDDER

BIDDER: SIGNATURE: NAME: TITLE: DATE: PHONE NO.:

*Attach Power of Attorney

SURETY: SIGNATURE: NAME: TITLE: DATE: PHONE NO.: **SURETY**

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

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 <u>ET SEQ.</u> 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, (Name of Affidavit)	being first duly sworn, do hereby state that
I amo	f
(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 Laketran 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 A	uthorized Official
		Date
Notary Executes Here:		2
Taken, subscribed and sworn before me this	day of	, 20
Notary Public		
Notary Public in and for the County of	, State of	·
My commissio	on expires	

ATTACHMENT I-2 LAKETRAN BIDDER REGISTRATION FORM

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

Legal Name of Business_____

Contact Person's Name (first, last)

Age of your business (in years)			
<u>Type of Business (choose all that apply)</u>			
□ Financial, Banking, & Auditing			
🗆 Fuel			
Fuel Systems and Technology			
Functional Capacity Assessment			
Graphic Design			
Human Resources & Related Services			
\Box HVAC			
IT/Computer/Technology			
Lawn & Landscaping			
Marketing			
Office Products & Copiers			
Printing Services			
Roofing			
Security Systems & Services			
Signage			
Snowplowing & Snow Removal			
□ Software & SaaS			
Telecommunications			
Temporary Employment Agency			
Transit Peer			
Uniforms & Shoes			
Utilities - electric, plumbing, sewer			
State Zip Code			

NAICS code(s) applicable to work performed:______

Race/ethnicity of firm's majority owner (choose			
one)			
o Caucasian/White	o African American/Black		
o Hispanic	o Asian-Pacific American		
o Native American	o 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.			
o Less than \$1 million	o \$1 million - \$3 million		
o \$3 million - \$6 million	o \$6 million - \$10 million		
o \$10 million or more			
Is your business registered as a DBE?	□ YES	□ NO	