



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

BUS LINE INSPECTION AT TURTLE TOP FACTORY

RFP#2407

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

Date Issued: August 1, 2024

Contact:

Andrea Aaby

Director of Compliance & Development

440-350-1022

aaaby@laketransit.com

1.0 GENERAL

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

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

1.1 Purpose

Laketran seeks proposals from qualified firms to provide resident bus line inspection services at the Turtle Top manufacturing facility in New Paris, Indiana.

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: September 5, 2024 at 12:00p.m.
- Proposals received after that date and time will not be accepted.
- Laketrans offices are located at 555 Lake Shore Boulevard, Painesville Township, Ohio 44077.
- Proposals can be mailed in hardcopy or emailed to aaaby@laketrans.com.

RFP#2407 Bus Line Inspection

Due 9/5/2024

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

1.3 Schedule

The following schedule will be followed for this procurement:

August 1, 2024	Issuance of RFP
September 5, 2024 at 12:00p.m.	Proposals Due
September 23, 2024	Laketrans 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 Laketrans and the Federal Transit Administration to process any Single Proposal (Section 1.25 below).

1.5 Number of Copies and Delivery

One (1) original must be submitted emailed to aaaby@laketrans.com.

1.6 Proposal Bond, or Certified or Cashier's Check

Not Required.

1.7 Performance Bond

Not Required.

1.8 Insurance

The successful proposer shall maintain throughout this assignment the following insurance coverages:

- a) Workers Compensation statutory coverage.
- b) Insurance shall have commercial general liability limits of \$1 million per occurrence for bodily injury, personal injury and property damage. Minimum general aggregate shall be \$1 million.
- c) Automobile liability limit shall be at least \$1 million per accident for bodily injury and property damage where applicable.
- d) Ohio stop gap employer's liability with a \$1 million limit.
- e) Laketrans, its officials, agents, employees and volunteers shall be named as an additional insured. This coverage shall be primary to the additional insured's and not contributing with any other insurance or similar protection available to the

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

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

1.9 Minimum Specifications

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

1.10 Request for Clarification/Approved Equal (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)).

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%, Laketrans welcomes DBE participation.

1.12 Buy America Certification

Not required.

1.13 Presentations

Laketrans may ask Proposer to explain elements of their proposal.

1.14 Inquiries

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

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 Laketrans.

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 Laketrans's risk or exposure. Such alternate proposals must be clearly identified and prominently labeled as such. Laketrans 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 Laketrans.

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

Laketrans reserves the right to accept or reject any or all proposals, and any parts of any proposal. In awarding a contract, Laketrans 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 Laketrans upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to said Laketrans or has failed to perform faithfully any previous contract with Laketrans.

1.23 Tie-Breaking (IFB only)

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

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

Laketrans 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)

Laketrans 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. Laketrans retains the right to request certifiable cost analysis data which the Proposer must provide. Laketrans 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 contract price may be subject to reduction if cost or pricing data furnished is incomplete, inaccurate or not current.

1.28 Authorized Negotiators

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

1.29 Award of Contract

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

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

1.30 Contractual Terms and Conditions

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

1.31 Cost of Preparation

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

1.32 Additional Information, Rejection

Laketrans reserves the right to request additional information from any Proposer, or none. It also reserves the right to reject any and all proposals without prior notice; to waive informalities and technicalities; to extend deadlines without notice; to negotiate directly with only those respondents deemed to be qualified according to the criteria on this RFP; and to enter into one, more than one, or no contracts as it shall deem to be in its best interests.

1.33 Late Proposals

Proposals received by Laketrans 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 Laketrans 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

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

1.36 Notice of Commencement

Not Required.

2.0 TERMS AND CONDITIONS IN CONTRACT FORM

To reduce paper consumption, the standard terms and conditions which shall apply to this procurement are not contained here. They can be found in a separate document entitled "Laketran Standard Contractual Terms and Conditions", which is available upon request. And is posted on our website at www.laketran.com. 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	2.44	Seismic Safety
2.2	Contractor's Obligation	2.45	Hatch Act/Work Day and Work Week Standards
2.3	Buyer's Obligation	2.46	Cargo Preference
2.4	Contract Period	2.47	Fly America
2.5	Performance Bond	2.48	Clean Air Act & Federal Water Pollution Control Act
2.6	Notice to Proceed	2.49	Energy Conservation
2.7	Contract Modification	2.50	Debarment and Suspension
2.8	Subcontracts	2.51	Compliance with Laws and Regulations
2.9	Civil Rights	2.52	Applicable Law and Jurisdiction
2.10	DOL EEO Clause for Construction	2.53	Integrated Agreement
2.11	Bus Testing	2.54	Laketran's Understanding
2.12	Delivery	2.55	Incorporation of FTA Terms
2.13	Payment	2.56	Non-Smoking Policy
2.14	Liquidated Damages	2.57	Funding Agencies
2.15	Taxes	2.58	Prohibition on certain telecommunications & video surveillance services or equipment.
2.16	Inspection	2.59	Solid Wastes
2.17	Audit and Inspection of Records	2.60	Safe Operation of Motor Vehicle
2.18	Right to Adjust Cost	2.61	Human Trafficking
2.19	Failure to Meet Specifications	2.62	Restrictions on Lobbying
2.20	Warranties	2.63	Veteran's Hiring Preference
2.21	Indemnification	2.64	ITS Projects
2.22	Hold Harmless	2.65	Tax Liability and Felony Convictions
2.23	Disputes	2.66	Severability
2.24	Notification of Proceedings		
2.25	Termination/Breach of Contract		
2.26	Assignment		
2.27	Covenant Against Contingent Fees		
2.28	Patent Rights & Intellectual Property		
2.29	Release of Information		
2.30	Ownership of Documents		
2.31	Retention of Records		
2.32	Workmens' Compensation Act		
2.33	Social Securities Act/Unemployment Compensation, Etc.		
2.34	Federal Assistance		
2.35	Work Hours Act		
2.36	Davis Bacon & Copeland Anti-Kickback		
2.37	Conflict of Interest		
2.38	Fraud, Waste, Abuse or Other Legal Matters		
2.39	Fraud & False Claims		
2.40	No Federal Government Obligations to Third Parties		
2.41	Privacy		
2.42	Procurement		
2.43	Special Requirements for Transit Operations Contracts		

3.0 SCOPE OF WORK

Laketrans is seeking a contractor to conduct transit bus line inspection and secondary in-plant quality assurance services. The overall goal for these services is to ensure that each of the vehicles being produced is manufactured in compliance with 49 CFR Part 663, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases” regulations and 49 CFR 661 “Buy America” requirements; as amended by the “Fixing America’s Surface Transportation” (FAST) Act. These inspections also ensure that the vehicles comply fully with the specifications of the order, and ensure that each vehicle is free from defects.

Laketrans is purchasing a total of 29 propane cutaway buses from Turtle Top.

- 26 will be operated by Laketrans
- 3 will be operated by Geauga Transit – rural agency operated by Laketrans

The vehicles are scheduled to start on-line production October 2024 at the Turtle Top Bus Division in New Paris Indiana. Vehicles are upfitted with ROUSH CleanTech propane autogas fuel systems.

3.1 Contractor Responsibilities

The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, specifications, and other services as needed to ensure that buses conform with Laketrans’s specifications. The Contractor shall, without compensation, correct or revise any errors or deficiencies in its designs, drawings, reports and other services. The Contractor shall not jeopardize or add risk to Laketrans’s procurement during the performance of this service including contributing to the late delivery of the vehicles.

The Contractor’s personnel shall possess thorough knowledge, expertise, skills and experience in the following minimum subject matter: public transit, quality assurance techniques, quality control techniques, quality management planning, Buy America provisions, FTA vehicle purchase regulations, factory and field product inspection and acceptance testing, auditing and project management.

3.2 Vehicle Inspection and Quality Assurance Inspection

During manufacture and assembly, the Contractor shall provide qualified personnel to observe and test torque of critical bolts and fasteners, welding and riveting techniques, as well as cut and trim of metal, plywood, insulation and sealing, lubrication, priming and painting, installation of wiring, hoses, cables and standard components such as power plants, axles, batteries, wheelchair lift(s), seats, etc., from start of framing to road testing the complete bus. Key observation inspection points shall be:

1. Visually verify the use of material and components as delineated in the technical specifications including any changes made during the pre-production meetings and/or changes made during production.

2. Monitor and evaluate the build-up of vehicle components:
3. Vehicle body production including sidewalls, roof and floor structure;
4. Installation and markings of circuit terminals and control panels;
5. Installation of ADA equipment, including the wheelchair lift or ramp, tie-down spaces and related equipment;
6. Installation and alignment of doors, windows, hinges, floor covering, interior panels, moldings, stanchions, and seating;
7. Preparation of the chassis, including alignment of the front and rear axles;
 - a. Mor-Ryde suspension
 - b. The bus must sit level
8. Installation of undercoating, interior surfaces, exterior primer and paint and coatings;
9. Installation of air conditioning and heating systems;
10. Installation of insulation and heat/fume shielding;
11. Installation of safety and emergency equipment, including placement of appropriate signs, paint scheme, decals and;
12. Installation of optional equipment which may include items such as upgraded passenger seating, upgraded air conditioning, suspension systems, annunciator systems, etc.
13. With respect to junction and component boxes, verification of proper location, labeling and integrity of junction boxes for electrical components;
 - a. Electrical wiring should originate and terminate as the same color wiring to make wire tracing easier
14. Inspect and ensure proper function of any other item installed on the vehicle per specifications and change orders.
15. Verification of the proper installation, alignment and operation of the wheelchair lift
 - a. Braun Millennium lift required
16. Verification of adherence to Laketran's approved floor plan
 - a. Seat spacing
 - b. Emergency exits unobstructed
 - c. Q-Strait shoulder belt installation
 - d. Floor L-Track installation as planned and properly installed
17. Installation of the fire protection system
18. Installation and operation of the Roush propane system including tanks, harnesses and injectors
19. Driver controls installed to Laketran's specifications:
 - a. Power mirror controls
 - b. Auxiliary HVAC
 - c. Passenger lighting
 - d. Door controls (interior and exterior)
 - e. Camera controller
 - f. Intermotive panel
20. Pre-wiring for Laketran installed components (Ranger MDT & Radio)

Contractor shall review any applicable manufacturer's process sheets to assure conformance to Laketran's specifications.

Contractor shall review the manufacturer's written Quality Assurance program and advise Laketran as to its conformance with generally acceptable industry standards. Contractor shall insure conformance of manufacture processes to this written program during the manufacture of Laketran vehicles.

Contract shall ensure compliance with, and complete audit of, Federal Transit Administration "Buy America" Requirements as outlined in 49 CFR 661, and vehicle final assembly. Contract shall ensure compliance with, and complete audit of, Federal Motor Vehicle Safety Standards.

Included with the RFP is the Turtle Top Property Map and narrative which both describe how vehicles move through the assembly and manufacturing process.

Post-Delivery Buy America Audit

Post-Delivery Buy America Audits are completed prior to title of rolling stock transfer from the vehicle manufacturer to Laketran. Pre-Delivery Buy America Reviews shall be completed prior to build production. The Contractor shall perform all Pre-Delivery Reviews and Post-Delivery Buy America Audits according to the laws and procedures provided by the FTA.

Buy America Certification auditor's report consists of the following elements:

1. All final components and subcomponents identified by manufacturer of the parts, their country of origin, and cost;
2. Verification that the components include typical components as identified by the FTA;
3. More than 70% of the components, independent verification with the suppliers that the components identified as domestic comply with Buy America requirements with regards to containing at least 70% domestic product content and that final assembly occurred in the United States;
4. The actual location of final assembly point for rolling stock, including a description of the activities that took place at the final assembly point and the cost of final assembly; and
5. Verification that final assembly includes the minimum final assembly activities as identified by the FTA.

Purchaser's Vehicle Specification Certification Audit includes:

1. Accurate records of all vehicle construction activities;
2. Inspections: For a sample of domestic components found on the component and subcomponent list, trace components to the vehicle verifying the supplier is the same as that listed on the component list;
3. Report on how the construction and operation of the vehicles fulfills the contract specifications. Laketran will visually inspect and road test the delivered vehicles prior to final acceptance; and
4. A copy of the manufacturer's Federal Motor Vehicle Safety Certificate. (Manufacturer

states that vehicle “does comply.”)

5. A signed representation letter from an officer of the manufacturer stating that the information provided and relied upon during the Buy America Audit are true and accurate as of the date signed with regards to the following:
6. Components and subcomponents listing and total material cost. Total material cost shall be provided directly to Laketran’s Project Manager;
7. Final assembly activities, location, and cost of final assembly; and
8. FMVSS Certification.

Post-Delivery Buy America Audit reports shall be submitted to Laketran in the following manner:

1. Electronic versions shall use off-the-shelf software, such as Microsoft Office Suite programs, or Adobe Acrobat;
2. The electronic version can be on a USB drive and mailed if file is too large to email. Or Dropbox link (or equivalent) is also acceptable.
3. Proprietary software is not allowed;
4. In an executive-like briefing style, with clear table of contents, and free from errors.

3.5 Problem Identification and Resolution

It is the Contractor’s responsibility to identify problems and resolve issues to bring the build in line with Laketran’s specifications.

If issues cannot be resolved, the Contractor must contact the team at Laketran immediately:

- Keith Bare, Director of Maintenance, kbare@laketran.com
- Nick Borelli, Assistant Director of Vehicle Maintenance, nborelli@laketran.com

3.6 Reporting

The Contractor will continuously monitor production and immediately initiate corrective action for any defects found. To accomplish this, Contractor will maintain correspondence reports.

Weekly e-mail progress updates during production process at Turtle Top’s assembly facility to Laketran’s Maintenance Department described in Section 3.5, which should include photos from the week. Progress of each vehicle in the production cycle; include any concerns or problems identified as well as any corrective actions.

Final Inspection Report for each vehicle – electronic preferred. The Final Inspection Report should include the following:

1. Test result certificates;
2. Weight slip;
3. Turtle Top station and inspection sheets;
4. Water Test Certification;
5. Configuration Audit, including materials and component list for Post-Delivery Buy America audit;

6. Notes made during course of inspection;
7. Completed Bus Inspection Forms; and
8. A copy of the certificate of origin.
9. Contractor will label each vehicle file with the vehicle number and will send all of the files to Laketran within one week of each vehicle's shipping date to Laketran

Electronic copies can be submitted via dropbox, email, or USB.

3.7 Disadvantaged Business Enterprise (DBE)

A DBE goal has not been assigned to this procurement, however, proposers should be aware that if subcontracting opportunities exist at any point throughout the life of the contract that DBE contracting goals will apply. Refer to Form H for more information on good faith efforts and complete page H if you propose to subcontract any work to DBEs.

3.8 Pricing

The Contractor is expected to provide a total price for the work as described. This price should be inclusive of any and all travel expenses, printing services, and communication. Laketran will award a firm, fixed-price contract.

3.9 Proposal

The proposal document should not exceed 20 pages. This page limit does not include required forms.

- Provide a detailed description of the organization's qualifications to perform the services specified in the Scope of Work. Include previous experience similar to the services described in the Scope of Work.
- Details showing the timeframe for the length of the project and data deliverables schedule (e.g., completion of all work, data collection, editing, correcting and final product.) and a plan for program set up and implementation.
- Provide templates or examples of reports.
- Description and organizational chart reflecting proposed project staffing including percent of time dedicated to the project.
 - Identify the name, title, and contact information for all proposed inspectors.
 - If any changes in personnel assigned to the project occur, the contractor must notify Laketran with 48 hours advance notice.
- List references from a minimum of three (3) clients who have received similar service in the past three years to that which is described in the scope of work (Attachment B). Laketran will contact these references as a part of the evaluation of Proposers.

Award of this RFP shall be on the basis of the above-outlined evaluation criteria and awarded to the Proposer whose proposal is judged as providing the best value in the interest of Laketran and the objectives of the project.

3.10 Evaluation Criteria

Proposals will be evaluated based upon the following criteria:

Evaluation Criteria	Maximum Points
Understanding of the Scope of Work	25
Experiences and references of the firm – describe previous relevant experiences, examples of reports, sample communication	25
Qualifications of the staff – previous work with transit agencies, relevant experience, CV/resumes	25
Reasonableness of the cost	25
Total Points Awarded	100

4.0 REQUIRED FORMS

The following forms must be included with your Bid:

	# of Pages	Signature	Notary
Acknowledgement of Addenda	1		
Attachment A - Pricing Form	1		
Attachment B - Contact Information and References	1		
Attachment C - Lobbying Form	1		
Attachment D - Debarment Form	1		
Attachment E - Standard Project Assurances	1		
Attachment F - Non-Collusion Form	1		
Attachment G - Delinquent Personal Property Form	1		
Attachment H - Disadvantaged Business Enterprise (DBE)	1		
Attachment I - Bidder Registration Form	1		
W-9			
Certificate of Insurance			
Email 20 page proposal to aaaby@laketran.com .			

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 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
LAKETRAN PRICING FORM**

Inspection cost per vehicle	\$
Total inspection cost for 29 vehicles	\$

This price should be inclusive of any and all travel expenses, printing services, Buy America audit/reporting, and communication. Laketrans will award a firm, fixed-price contract based upon the total inspection cost for 29 vehicles

Name _____

Company _____

Address _____

Phone _____ Email: _____

Name of Authorized Individual: _____

Signature of Authorized Individual: _____



TURTLE TOP

*Division of Independent Protection Co., Inc.
67819 State Road 15
New Paris, Indiana USA 46553*

Model Year 2024

This narrative is a description of the final assembly activities that take place at Turtle Top for manufacturing buses.

The location of the final assembly point for the rolling stock is as follows:

Turtle Top
67819 State Road 15
New Paris, Indiana, USA 46553

Once a vehicle's detailed sales order and confirmation has been approved, a detailed production order with floor plan is generated for the various manufacturing departments. Quality and inspection documents accompany the production order and floor plan as the vehicle passes through the various production departments.

The vehicle body is manufactured and assembled onto an OEM chassis (Ford, General Motors, or Freightliner). OEM chassis are received in, inspection checks are performed and the chassis is marked with identification information. The chassis paperwork is pulled from the chassis and sent to the main office. The chassis is moved to Turtle Top's secure chassis lot and readied for storage.

Once ready to begin in production, the chassis comes out of the chassis storage lot and the vehicle begins assembly in the chassis prep area. In the chassis prep area, the chassis is prepped and readied for the assembly process. If the order has an after-market rear suspension added this will be installed during the chassis prep stage.

The next manufacturing process the vehicle will move to will be the welding process where the vehicle's crossmembers, floor framing, walls, entrance door framing, stepwell assembly, and roof cage are assembled and mounted onto the chassis. Upon completion of the cage mounting, the body assembly is cleaned and a primer corrosion resistant coating is applied to the steel cage and proper components. Vehicles with aluminum cages do not receive a primer corrosion coating.

Next the vehicle moves to the shelling area. The vehicle's harnesses are installed; sub-floor and flooring materials are installed as well as the outer side walls. Window openings for the bus body are cut out. The fiberglass lower body panel skirts, roof, front and rear caps and transition pieces are installed onto the vehicle's shelled body. The passenger entrance door is installed as well as the wheelchair doors and windows. Upon completion in the shelling

Phone: 574 831-4340
Fax: 574 831-4349
E-mail: ttsp@turtletop.com
Website: www.turtletop.com



TURTLE TOP

*Division of Independent Protection Co., Inc.
67819 State Road 15
New Paris, Indiana USA 46553*

department the vehicle moves to the area where the passenger compartment air conditioning installation takes place.

Upon completion in the air conditioning installation area, the vehicle is then sent to Turtle Top's paint shop where the vehicle is prepped, painted and clearcoated based on the customer's order. From the paint shop the vehicle moves next to the electrical area where all standard components and optional electrical components are installed. Then interior sidewall and ceiling material, windows, seats, heaters, and wheelchair lift and restraints are all installed into the vehicle.

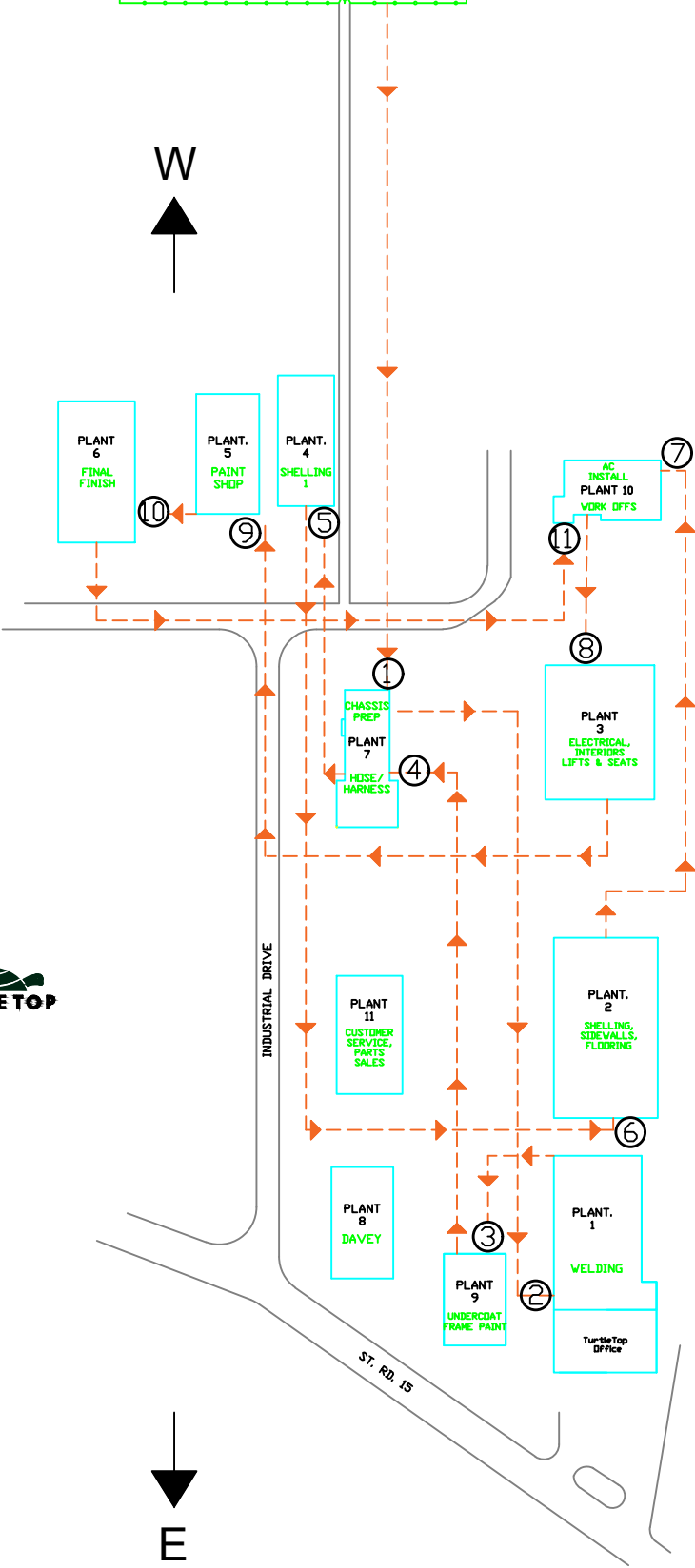
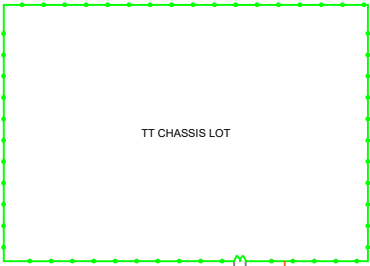
The vehicle next moves to the final finish area where the rear bumper and mirrors are installed. The vehicle is cleaned, tested, prepped, detailed, inspected, undercoated, tires filled with nitrogen, a toe check is performed, road tested, and soaked in the rain bay to check for leaks. Full front-end wheel alignments are performed offsite. A complete electrical system test is performed as well as heat and air conditioning checks, wheelchair lift performance checks, vehicle quality audit, four-corner weights taken and inspection documentation is verified. Once completed, the federal compliance and cargo-carrying capacity labels are installed. The vehicle is then transferred to dispatch for shipping.

During the entire build process, inspection checks and audits are performed at each station and departments to assure compliance to quality standards and vehicle performance. All sub-assembly, body construction, painting, component installation, final assembly and all the associated costs for performing these activities are accomplished at the facilities of Turtle Top's campus in New Paris, Indiana USA.

Regards,

Matthew Gaff
Compliance Manager ~ DBE Liaison Officer

Phone: 574 831-4340
Fax: 574 831-4349
E-mail: ttsp@turtletop.com
Website: www.turtletop.com



ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

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

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

(Name of Individual, Partnership or Corporation)

(Address)

(Authorized Signature) (Title)

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

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

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

DBE Program Purpose:

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

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

Laketrans recognizes certifications only from the Ohio Department of Transportation Unified Certification Program (UCP).

Laketrans has set a _____ % DBE participation goal for this contract.

If a DBE goal has been established for this contract, all proposers/bidders must submit the following with their proposals/bids:

Enclosure 1 – Schedule of Subcontractors

Enclosure 2 – Declaration of Proposed DBE Utilization

Enclosure 3 – Affidavit of DBE Intent to Perform as a Subcontractor/Supplier/Consultant

Enclosure 4 – DBE Subcontractor/Consultant Good Faith Effort Log

LEGAL NOTICE:

Use of false, fraudulent or deceitful statements, representations or information by a prime contractor or subcontractor in furtherance of satisfying Laketrans's DBE Program requirements or objectives may subject the prime contractor, the subcontractor, or both to legal action pursuant to 49 CFR Part 26, including but not limited to 49 CFR 26.107, in addition to any other legal remedies available to Laketrans under the contract or pursuant to applicable law.

Laketrans Contact Person:

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

COMMONLY USED TERMS:

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

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. Duplicate this sheet as needed. 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, 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

APPENDIX 4
Pre-Award Revenue Vehicle Certifications

Buy America
Purchaser's Requirements
FMVSS

Laketrans is satisfied and certifies that the buses to be purchased as follows

Number _____
Description _____
Manufacturer _____

PRE-AWARD BUY AMERICA COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart B, meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient, or its appointed analyst _____ (the analyst – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart B, the recipient certifies that vehicles to be purchased, are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D, it has received, at the pre-award stage, a copy of the manufacturer's self-certification information stating that the vehicles, will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Date: _____

Signature: _____

Title: _____

APPENDIX 5
Post-Delivery Revenue Vehicle Certifications

**Buy America
Purchaser's Requirements
FMVSS**

Laketrans is satisfied and certifies that the buses delivered as follows

Number _____
Description _____
Manufacturer _____

POST-DELIVERY BUY AMERICA COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart 663, meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient or its appointed analyst _____ (the analyst – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the actual component and subcomponent parts of the buses identified by the manufacturer, country of origin, and cost; and (2) the actual location of the final assembly point for the buses, including a description of the activities that took place at the final assembly point and the cost of final assembly.

POST-DELIVERY PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart C, that a resident inspector, _____ (the resident inspector – not an agent or employee of the manufacturer), was at the manufacturer's manufacturing site during the period of manufacture of the buses, The inspector monitored manufacturing and completed a report on the manufacture of the buses providing accurate records of all bus construction activities. The report addresses how the construction and operation of the buses fulfill the contract specifications. After reviewing the report, visually inspecting the buses, and road testing the buses, the recipient certifies that the buses meet the contract specifications.

POST-DELIVERY PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart C, that, after visually inspecting and road testing the contract buses, the buses meet the contract specifications.

POST-DELIVERY FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D, that it received, at the post-delivery stage, a copy of the manufacturer’s self-certification information stating that the buses, comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 Code of Federal Regulations, Part 571.

Date: _____

Signature: _____

Title: _____

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 Laketrans 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