



(440) 754-5555

www.geaugatransit.com

12555 Merritt Road Chardon, OH 44024

INVITATION TO BID

for

PROPANE FUEL FOR VEHICLES

BIDS DUE BY: December 11, 2024 at 2:00 p.m. EST

A public bid opening will be held at 2:00 p.m. at Geauga Transit 12555 Merritt Rd., Chardon.

Date Issued: November 26, 2024

Contact:

Andrea Aaby, Director of Compliance & Development

440-350-1022

aaaby@laketransit.com

1.0 GENERAL

Geauga Transit is the regional transit authority for Geauga County, Ohio that provides county-wide demand response paratransit service Monday through Friday. Geauga Transit is operated by Laketrans.

Laketrans 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 supply propane autogas.

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 "Laketrans", "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

Bids received after December 11, 2024 at 2:00p.m. will not be accepted. Geauga Transit's offices are located at 12555 Merritt Rd, Chardon, Ohio 44024.

Bids can be emailed to aaaby@laketrans.com OR provided in hardcopy to the address below.

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

ITB#2402 Propane Fuel
12/11/2024

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

1.3 Schedule

The following schedule will be followed for this procurement:

November 26, 2024	Issuance of ITB
December 11, 2024 at 2:00p.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 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 plus *** (*) copies of proposal(s) must be submitted.

1.6 Bid 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 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 exceeds the minimum specifications herein need not submit an RFCAE. Such bidders/proposers may be required to prove they exceed these minimum specifications before being awarded a contract.

1.11 Disadvantaged Business Enterprise (DBE)

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

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

1.12 Buy America Certification

Not Required.

1.13 Presentations

Laketrans may ask Proposer to explain elements of their proposal.

1.14 Inquiries

All questions pertaining to this ITB 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 his/her 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

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.

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

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 terms and conditions of any contract that results between LAKETRAN and the successful Proposer are discussed in Section 2. This will be a two (2) year contract term based upon the Mont Belvieu, Texas spot price.

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 Laketrans). These documents may include:

- The Agreement between Laketrans 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.

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

Laketrans 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

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		Contracts
2.2	Contractor's Obligation	2.44	Seismic Safety
2.3	Buyer's Obligation	2.45	Hatch Act/Work Day and Work Week Standards
2.4	Contract Period		
2.5	Performance Bond	2.46	Cargo Preference
2.6	Notice to Proceed	2.47	Fly America
2.7	Contract Modification	2.48	Clean Air Act & Federal Water Pollution Control Act
2.8	Subcontracts		
2.9	Civil Rights	2.49	Energy Conservation
2.10	DOL EEO Clause for Construction	2.50	Debarment and Suspension
2.11	Bus Testing	2.51	Compliance with Laws and Regulations
2.12	Delivery	2.52	Applicable Law and Jurisdiction
2.13	Payment	2.53	Integrated Agreement
2.14	Liquidated Damages	2.54	Laketran's Understanding
2.15	Taxes	2.55	Incorporation of FTA Terms
2.16	Inspection	2.56	Non-Smoking Policy
2.17	Audit and Inspection of Records	2.57	Funding Agencies
2.18	Right to Adjust Cost	2.58	Prohibition on certain telecommunications & video surveillance services or equipment.
2.19	Failure to Meet Specifications		
2.20	Warranties	2.59	Solid Wastes
2.21	Indemnification	2.60	Safe Operation of Motor Vehicle
2.22	Hold Harmless	2.61	Human Trafficking
2.23	Disputes	2.62	Restrictions on Lobbying
2.24	Notification of Proceedings	2.63	Veteran's Hiring Preference
2.25	Termination/Breach of Contract	2.64	ITS Projects
2.26	Assignment	2.65	Tax Liability and Felony Convictions
2.27	Covenant Against Contingent Fees	2.66	Severability
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		

3.0 SCOPE OF WORK

Laketrans, doing business as Geauga Transit, desires to enter into a contract for the sale and delivery of propane auto gas. Geauga Transit owns and operates two 1,990 propane tanks with two fuel dispensers at 12555 Merritt Rd., Chardon, Ohio.

3.1 Primary Contact

Primary contact for fuel deliveries and fuel invoicing shall be:

JoAnna Santilli

Director of Geauga Transit

440-754-5550

jsantilli@geaugatransit.com

3.2 Usage/Fleet Information

Gauga Transit is new to operating propane vehicles. Geauga Transit has nine (9) propane cutaway paratransit vehicles on order. The first vehicles are to be delivered in January 2025.

In an effort to provide some information that could help predict propane fuel usage, Geauga Transit has provided gallons of gasoline and miles run annually for 2022 and 2023.

Year	Gallons Gasoline Consumed	Gallons Diesel Consumed	Miles Run
2022	42,436	2,493	391,824
2023	41,027	1,864	334,541

3.3 Propane Specifications

The type of propane to be provided shall be HD5.

Methanol, supplied by Geauga Transit, must be added by the delivery driver as appropriate for cold weather operation in motor vehicles

3.4 Delivery Hours

Fuel deliveries will be accepted Monday-Friday 7:00am to 5:00pm.

Delivery address is: 12555 Merritt Rd., Chardon, Ohio.

3.5 Bid Pricing

Gauga Transit will purchase propane at the cost of the Mont Belvieu Weekly Average price per gallon. The bid requested is for the “Per Gallon Markup”, not the price of the fuel.

The bid price, or “Per Gallon Markup”, is the premium the vendor will apply to the published

Mont Belvieu, Texas weekly average spot price for \$US/gallon.

The bid price submitted for this procurement will account for the price per gallon of the vendor's fees including, but not limited to, transportation, insurance, profit, etc. The bid price is all inclusive. Vendors must complete Attachment A Pricing Page.

Geauga Transit shall not be charged more than the Mont Belvieu Weekly Average at the time of the delivery plus the Contractor's submitted markup per gallon.

3.6 Invoice Information

The invoice submitted to Geauga Transit for payment is required to list the Mount Belvieu, TX weekly average spot price, gallons of propane delivered, and the bid price per gallon.

Invoices submitted to Geauga Transit shall contain the following information:

- Delivery date
- Amount delivered in gallons
- Time of delivery
- Average weekly Mont Belvieu spot price for the week of delivery
- Total per gallon cost per gallon
- Total amount due for the entire invoice not exceeding 2 decimal places for cents
- Name of delivery driver

Before payment is issued, Geauga Transit will compare the price listed on the vendor's invoice with information posted on the United States Energy Information Administration's website - <https://www.eia.gov/petroleum/>.

The formula for the final fuel price to Geauga Transit will be:

Mount Belvieu price + vendor's bid price = total price paid per gallon

3.7 Safety/MSDS

- Contractor will be requested to submit a "Material Safety Data Sheet" designed to meet OSHA requirements pursuant to any hazardous effect, which may be caused due to any chemical compound and/or formulation of the item being bid.
- If the chemical composition of the compound being bid does not contain any hazardous effect, the contractor must indicate so on the "Material Safety Data Sheet".
- Any and all MSDS sheets will be provided to Laketrans' Director of Maintenance using the contact information provided in this document.

3.9 Responsibility for Materials Shipped

The contractor shall be responsible for the materials or supplies covered in this invitation to bid. Should at any point the fuel delivered is determined to be contaminated or "bad" the bidder will be responsible for the removal of all contaminated fuel from the tank and/or vehicles, cleaning of

the tank(s), and replacement of the contaminated fuel at the vendor's sole expense.

During the decontamination period, Geauga Transit will still need to operate the propane fleet. Geauga Transit will use any means necessary to obtain propane fuel for the fleet. The vendor will be financially responsible for all expenses incurred by Geauga Transit to maintain operations including but not limited to equipment rental, labor hours (including overtime), the cost of fuel above the contracted price, and cost per mile at the IRS standard mileage rate if the vehicles must be fueled offsite. These expenses will be billed to the vendor along with a \$250/day penalty until the contamination problem is resolved and normal refueling begins

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 (FTA Funded only)	1		
Attachment D - Debarment Form	1		
Attachment E - Standard Project Assurances	1		
Attachment F - Non-Collusion Form	1		
Attachment G - Delinquent Personal Property Form	1		
Attachment H - Disadvantaged Business Enterprise (DBE) <i>[Note: only complete if hiring subcontractors] FTA Funded only</i>	1		
Attachment I - Bidder Registration Form	1		
W-9			
Certificate of Insurance			
Original and 1 copies of the proposal or 1 electronic copy on USB or emailed to aaaby@laketrans.com .			

Bids shall be good for 60 days after bid opening. Bid price is based on payment of net 30 days. The undersigned understands that terms and conditions demanded other than those in Section 2.0, or listed or referred to above will render the bid unresponsive.

Laketrans, doing business as Geauga Transit, reserves the right to award a unit price contract for the lowest, responsive and responsible bid/proposal that Laketrans deems is in its best interests. Geauga Transit 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

Below, list the premium the vendor will apply to the published weekly average Mont Belvieu Spot Price for \$US/gallon.. Geauga Transit shall not be charged more than the Mont Belvieu Weekly Average at the time of the delivery plus the Contractor’s submitted markup per gallon.

The price per gallon as bid below to deliver Liquid Propane to Geauga Transit for up to two years is to be inclusive of all fees including but not limited to transportation, profit, taxes, etc.

Prices will be firm for sixty (60) days from the closing date of this solicitation. Prices accepted for an award will be firm throughout the duration of the contract.

2025 \$ _____ / gallon propane

2026 \$ _____ / gallon propane

Name _____

Company _____

Address _____

Phone _____ Email: _____

Name of Authorized Individual: _____

Signature of Authorized Individual: _____

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

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

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

(Name of Individual, Partnership or Corporation)

(Address)

(Authorized Signature) (Title)

**ATTACHMENT B
CONTACT INFORMATION FORM**

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

Primary Contact:

Name: _____

Phone: _____

Back-up Contact:

Name: _____

Phone: _____

REFERENCES:

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

Reference #1

Name: _____

Phone: _____

Email: _____

Work Completed: _____

Years of Service: _____

Reference #2

Name: _____

Phone: _____

Email: _____

Work Completed: _____

Years of Service: _____

Reference #3

Name: _____

Phone: _____

Email: _____

Work Completed: _____

Years of Service: _____

ATTACHMENT C
CERTIFICATION OF PRIMARY PARTICIPANTS
REGARDING RESTRICTIONS ON LOBBYING

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

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

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

Executed this _____ day of _____ 20____

By _____
Signature of Authorized Official

Title of Authorized Official

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

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

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

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

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

Signature and Title of Authorized Official

Date

ATTACHMENT E
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING STANDARD PROJECT ASSURANCES

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

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

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

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

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

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

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

Signature and Title of Authorized Official

Date

Notary Executes Here:

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

Notary Public

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

My commission expires _____.

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

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

State of _____,
County of _____,

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

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

Whose business is _____

And who resides at _____

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

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

Signature and Title of Authorized Official

Date

Notary Executes Here:

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

Notary Public

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

My commission expires _____.

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

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

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

\$ _____ Delinquent Personal Property Tax *

\$ _____ Penalties *

\$ _____ Interest *

\$ _____ Total *

* Mark "N/A" if not applicable

Signature and Title of Authorized Official

Date

Notary Executes Here:

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

Notary Public

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

My commission expires _____.

ATTACHMENT 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:

**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