



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

FINANCIAL ADVISORY SERVICES

RFP #2505

PROPOSALS DUE BY: April 1, 2025 at 12:00p.m.

Date Issued: March 10, 2025

Contact:

Andrea Aaby

Director of Compliance & Development

440-350-1022

aaaby@laketransit.com

1.0 GENERAL

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

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

1.1 Purpose

Laketran seeks proposals from qualified firms to provide financial advisory services.

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

Email proposals to aaaby@laketran.com no later than: April 1, 2025 at 12:00p.m. EST.

- Proposals received after that date and time will not be accepted.
- Laketran's offices are located at 555 Lakeshore Boulevard, Painesville Township, Ohio 44077.
- Proposer bears total responsibility for ensuring their proposal is complete and arrives on time.
- 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:

March 10, 2025	Issuance of RFP
March 19, 2025 at 4:00p.m.	Last Day for Questions
April 1, 2025 at 12:00p.m.	Proposals Due
April 14 – April 16, 2025	Interviews with Top Ranked Firms (at Laketran's discretion)

April 28, 2025

Laketran Board of Trustees approves contract award

1.4 Length of Time Proposals Shall be Good

Proposals shall be good for ninety (90) days.

1.5 Number of Copies and Delivery

One copy emailed to aaaby@laketran.com. Hard copies may be mailed to Laketran at the address listed in 1.2.

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) Laketran, its officials, agents, employees and volunteers shall be named as an additional insured. This coverage shall be primary to the additional insured's and not contributing with any other insurance or similar protection available to the additional insured whether available coverage is primary, contributing or excess.
- f) All subcontractors to the prime contractor shall be included under the prime contractor's 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 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 Presentations

Laketran may ask Proposer to explain elements of their proposal.

1.11 Inquiries

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

1.12 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.

1.13 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.

1.14 Explanations (Written and/or Oral)

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

1.15 Alternate Proposals

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

1.16 Withdrawal of Proposal

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

1.17 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.

1.18 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.

1.19 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.

1.20 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.

1.21 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 five year firm fixed price contract term.

1.22 Cost of Preparation

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

1.23 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.

1.24 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.

1.25 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.

1.26 Addenda to RFP

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

1.27 Terms & Conditions

A. Confidentiality

Matters relating to the audit engagement shall not be discussed with anyone (other than officials of Laketran) without the written consent of Laketran. No opinions, reports, summaries, letters or other documents prepared with respect to the audit engagement shall be released without approval of Laketran, except as required by state or federal law.

B. Assignment/Liability

No assignment of the contract shall be made without the written approval of Laketran. In the event that an assignment of this contract is approved by Laketran, the successful bidding auditor shall be and remain solely responsible to Laketran for the acts or faults of any subcontractor and of any subcontractor's officers, agents, or employees, each of whom shall, for this purpose, be deemed to be an agent or employee of the independent auditor to the extent of the subcontract. Each subcontractor shall jointly and severally agree that Laketran is not obligated to pay or to be liable for the payment of any sums due the subcontractor.

C. Nondiscrimination

The independent auditor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, sexual preference, or national origin. Such action shall include, but not be limited to, employment, upgrading, promotion, demotion, termination, rates of pay or other forms of compensation, and selection for training.

D. Conflict of Interest

No officer, member or employee of Laketran shall participate in any decision relating to the agreement, which affects his personal interest, or have any personal or pecuniary interest, direct or indirect, in this contract, any subcontract or assignment thereof, or in the proceeds thereof.

E. Integrated Agreement

The Contract represents the entire and integrated agreement between the independent auditor and Laketran and supersedes all prior negotiations, representations, or agreements, whether written or oral. The contract may be amended only by written agreement of the independent auditor and Laketran.

F. Cancellation or Breach

This contract may be terminated by mutual agreement of the independent auditor and Laketran. In the event of termination by mutual agreement, the independent auditor shall be compensated for all hours worked at the specified contractual rate.

If, through any cause other than acts of God, floods, fires, storms, strikes, lockouts, riots, insurrections, acts of the public enemy, war or other like restrictions beyond the control of the parties rendering performance under the contract impossible, the independent auditor fails to

fulfill in a timely and proper manner obligations under the contract, Laketran shall have the right to terminate the contract on 30-days written notice to the independent auditor specifying the effective date of termination. The independent auditor shall not be relieved of liability to Laketran for damages sustained by virtue of any breach of the contract by the independent auditor.

Laketran may withhold or require to be withheld any payment to the independent auditor for the purpose of setoff until such time as the exact amount of damages due Laketran is agreed upon or is otherwise determined.

In the event of termination, for whatever reason, all property and finished or unfinished documents, data, studies and reports prepared by the independent auditor become Laketran's property. Nothing contained herein shall, however, prevent the independent auditor from preparing and maintaining a complete set of working papers relating to the actuarial engagement.

G. Indemnification

The independent auditor shall indemnify and save harmless Laketran, and its officers, employees, and agents from and against all claims or suits asserted or prosecuted by third parties based upon any injury to such third parties or damage to their property, to the extent arising directly out of a willful or negligent act of the independent auditor or its subcontractors. The independent auditor shall, at its own expense, pay all attorney's fees, damages, court costs and other expenses arising out of such litigation; and at its own expense, shall satisfy and cause to be discharged judgments and/or settlements as may be obtained against Laketran or any of its officers, employees or agents pursuant to such litigation. The independent auditor shall be given written notice of the assertion of such claims or suits promptly after such matters are brought to the attention of Laketran and shall be required to cooperate in the defense and settlement of any such claims or suits. Nothing contained herein, however, is intended to confer on any third party any rights or benefits hereunder; nor is the foregoing indemnification obligation intended to alter or extend the independent auditor's liability for failure to comply with the terms of the Contract or for professional negligence or misconduct.

H. Worker's Compensation

The independent auditor shall be required at all times during the term of this Agreement to subscribe and to comply with the Workers' Compensation Laws of the State of Ohio and pay such premiums as may be required hereunder and to save Laketran harmless from any and all liability from or under said act. It shall also furnish, at the time of delivery of the Agreement and at such other times as may be requested, a copy of the official certificate or receipt showing the payments herein before referred to.

I. Social Security

The independent auditor shall be and remain an independent contractor with respect to all services performed hereunder and shall accept full exclusive liability for the payments of any and all contributions or taxes for social security, unemployment benefits, pensions and annuities now

or hereafter imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by independent auditor on work performed under the terms of this Agreement. The independent auditor further shall obey or satisfy all lawful rules, regulations and requirements issued or promulgated under said respective laws by any duly authorized state or federal officials. The Independent auditor shall indemnify, defend and save harmless Laketran from any contributions, taxes or liability referred to under this Article.

J. Applicable Laws

The Contract shall be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Ohio.

3.0 SCOPE OF WORK

Laketran seeks to hire a professional financial advisor to advise, manage, and monitor Laketran's investments to improve return on investment.

3.1 Laketran

Laketran is a political subdivision of the State of Ohio created pursuant to Section 306.30 through 306.71 of the Ohio Revised Code. As a public/government agency, Laketran's investments opportunities are regulated. It is of the utmost importance that the winning firm has expertise in managing the funds of a public agency.

3.2 Services Requested

The proposer will provide Laketran:

1. Assurance from an independent source that funds are held in custodial arrangement by a third-party financial institution.
2. Oversight that sound and accurate policies are in place to represent the business of Laketran.
3. Trading services and activities within the custodial accounts and investment policy parameters.
4. Verification of compliance with applicable laws and regulations.
5. At minimum once per year, attend **in-person** a Laketran Board of Trustees meeting to present an overview of investments and plan for the following year.

The Investment Advisor will focus on Laketran's approach to cash management needs along with the principles developed through the investment policy and the services shall:

- Become familiar with Laketran, its programs, and operations
- Review of Laketran's existing cash and investment policies
- Make recommendations to management for policy changes
- Provide overall plan strategy and implementation
- Quarterly reporting with accounting by investment
- Investment selection, monitoring, and benchmarking
- Review of fees and expenses from the third party banking arrangement
- Risk mitigation plans

The winning proposer will:

1. Monitor Laketran's investment funds regularly and provide ongoing advice and assistance regarding the investment options.
2. Order trades and actions within the custodial banking arrangement to invest the funds within the current investment policy.
3. Provide notice to the Laketran CEO and Director of Finance in the event that any investment falls below policy dictated level.
4. Assist in the annual review and update of Laketran's investment policy.
5. Ensure that Laketran's investment plan remains up-to-date with government regulations and best practices.

6. Monitor the fulfillment of service by Laketran’s custodial banking providers.
7. Ensure that Laketran’s management and board have access to reports, education, communication, services, and asset allocation counseling they may need to make informed decisions.
8. Provide recommendations on investment options, provide benchmark comparisons of Laketran’s portfolio with appropriate market benchmarks for all investments held, accounting for both fees and risks on a yearly basis.
9. Respond to inquiries from external auditors and other parties.
10. Other tasks that may require the advisor’s assistance and expertise from time to time.

3.3 Proposal Requirements

1. Describe the history of the firm, experiences and past projects and performance which are similar in nature, scope and complexity to that required by this RFP.
 - a. Describe your firm’s risk management philosophy and process.
 - b. Provide evidence of your firm’s ability to perform or exceed the scope of work.
 - c. Describe the benchmarks used to monitor performance?
 - d. Indicate if the firm acts as fiduciary responsibility, custody services, and/or investment manager.
2. Key Personnel – identify key personnel that will be assigned to the project, identify the main point of contact, describe the direct qualifications, experience and training of Key Personnel.
 - a. The roles and responsibilities of each member of the Firm’s team (Subcontractors, consultants and suppliers) should also be described.
3. Describe the fee savings or return on investment that your firm has been able to achieve for plan participants during the last five engagements for similar services for plans under \$100 million.
 - a. One third of the total portfolio will be available for reinvestment in the first year, provide an initial cursory investment strategy so that Laketran can assess your thought process, strategy, and how your firm intends to work and communicate with Laketran.
4. References - provide a minimum of three (3) references. For each reference, provide the agency name, address, contact person, telephone number and email address. Laketran reserves the right to contact references provided by the Proposer and solicit additional references to verify information and investigate past performance.
5. Cost Proposal – provide a breakdown of fees and costs associated with managing our portfolio, describe the year over year cost increases, and breakdown any other included services, analysis, benefits, and travel. Describe how fees are indicated on statements.
6. Mandatory forms and questionnaire.

3.4 Evaluation of Proposals

Each Proposal will be evaluated as follows:

Evaluation Criteria	Maximum Points
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Understanding of the Scope of Work	25
Experiences and references of the firm – additional consideration will be given to firms with experience working with public agencies and transit agencies	25
Qualifications of the staff - additional consideration will be given to staff who have experience working with public agencies and transit agencies.	25
Reasonableness of the cost	25
Total Points Awarded	100

Laketrans reserves the right to interview the highest ranked proposers. Only firms that progress to the interview phase will be eligible to be awarded the contract.

- Each interview is expected to last one hour.
- Interviews will take place in person at Laketrans Headquarters.
- The main point of contact proposed by the firm is expected to be in attendance.

The following information is provided in the spirit of full and open competition. If interviews occur, firms will be evaluated using the following evaluation criteria:

Evaluation Criteria	Maximum Points
Working relationship between Firm, proposed staff, and Laketrans staff / Board of Trustees	20
Understanding of the Scope of Work	20
Experiences and references of the firm – additional consideration will be given to firms with experience working with public agencies and transit agencies	20
Qualifications of the staff - additional consideration will be given to staff who have experience working with public agencies and transit agencies.	20
Reasonableness of the cost	20
Total Points Awarded	100

4.0 REQUIRED FORMS

The following forms must be included with your Proposal:

	# 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		
Investment Advisor Questionnaire	2		
W-9			
Certificate of Insurance			
Proposal emailed to aaaby@laketran.com			

The Investment Advisor Questionnaire

Name of Point of Contact: _____

Company _____

Address _____

Phone _____ Email: _____

Name of Authorized Individual: _____

Signature of Authorized Individual: _____

1. Describe the firm's history including the year it was first established, the year it began providing investment advising services and the year it began providing investment advising services to not-for-profit clients.
2. List the current owners of the firm in descending order of ownership percentage.
3. Over the past five years, has your firm, any primary advisor, or any other officer or principal been involved in any business litigation, regulatory, or other legal proceedings or government investigation involving allegations of fraud, negligence, criminal activity, or breach of fiduciary duty relating to investment Advising, advisory, or management activities? If so, please describe the case, provide an explanation, and indicate the current status.
4. Is your firm registered as an advisor with the United States Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940?
5. What type of insurance coverage do you carry and with what limits? Include copies of insurance policies.
6. Provide the names of clients, contact person and telephone number for:
 - a) Three current institutional clients with that have used the firm's investment advising services for at least three (3) years.
 - b) Investment advising clients that within the last five (5) calendar years have terminated their relationship with the firm. Please provide the reason for termination.
7. Please describe your firm's capabilities to serve as custodian for the investment advisory assets.
8. If you provide custody services for the portfolio with the investment advisory services, what are the fees for the custody services?

9. Do you accept fiduciary responsibility, in writing, in your role as a discretionary advisor with clients?
10. As a discretionary advisor, detail the scope of services you provide to your clients.

Investment Policy and Asset Allocation

1. Discuss your firm's process for recommending and/or making tactical portfolio adjustments. How would your firm typically involve the Board in this process?
2. When do you consider rebalancing a portfolio? Include a description of your policy and process for rebalancing asset allocation to reflect changes in the market environment. How often is an asset allocation review recommended?
3. Discuss your firm's preferred approach to advising the Board regarding updates to the investment policy.

Investment Manager

1. Would you act as the Investment Manager on this Investment Portfolio? If not, describe how you would select Investment Managers.
2. If you would use Investment Managers, does your firm receive any direct or indirect fees from the investment managers and what are these fees?

Alternative Assets

1. Describe your firm's philosophy on alternative investments. Under what circumstances are you likely to recommend their use.
2. What alternative investment classes do you have experience with (ie, hedge funds, private equity, real estate, commodities, etc.)?

Reports, Performance and Systems

1. Provide samples of your monthly and/or quarterly reports.
2. What benchmarks do you use to monitor performance?
3. Do clients have web access to their accounts?

Risk Management

3. Describe your firm's risk management philosophy and process.

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

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

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

(Name of Individual, Partnership or Corporation)

(Address)

(Authorized Signature) (Title)

**ATTACHMENT B
CONTACT INFORMATION FORM**

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

Primary Contact:

Name: _____

Phone: _____

Back-up Contact:

Name: _____

Phone: _____

REFERENCES:

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

Reference #1

Name: _____

Phone: _____

Email: _____

Work Completed: _____

Years of Service: _____

Reference #2

Name: _____

Phone: _____

Email: _____

Work Completed: _____

Years of Service: _____

Reference #3

Name: _____

Phone: _____

Email: _____

Work Completed: _____

Years of Service: _____

ATTACHMENT C
CERTIFICATION OF PRIMARY PARTICIPANTS
REGARDING RESTRICTIONS ON LOBBYING

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

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

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

Executed this _____ day of _____ 20____

By _____
Signature of Authorized Official

Title of Authorized Official

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

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

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

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

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

Signature and Title of Authorized Official

Date

ATTACHMENT E
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING STANDARD PROJECT ASSURANCES

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

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

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

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

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

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

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

Signature and Title of Authorized Official

Date

Notary Executes Here:

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

Notary Public

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

My commission expires _____.

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

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

State of _____,
County of _____,

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

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

Whose business is _____

And who resides at _____

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

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

Signature and Title of Authorized Official

Date

Notary Executes Here:

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

Notary Public

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

My commission expires _____.

ATTACHMENT G
CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
DELINQUENT PERSONAL PROPERTY STATEMENT

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

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

\$ _____ Delinquent Personal Property Tax *

\$ _____ Penalties *

\$ _____ Interest *

\$ _____ Total *

* Mark "N/A" if not applicable

Signature and Title of Authorized Official

Date

Notary Executes Here:

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

Notary Public

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

My commission expires _____.

**ATTACHMENT I
LAKETRAN BIDDER REGISTRATION FORM**

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

Legal Name of Business _____

Contact Person's Name (first, last) _____

Age of your business (in years) _____

Type of Business (choose all that apply)

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

The following are required by 49 CFR Part 26

Business Street Address _____

City _____

State ____ Zip Code _____

Email Address _____

NAICS code(s) applicable to work performed: _____

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

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

Gender of firm's majority owner (choose one)

- Male Female

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

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

Is your business registered as a DBE?

- YES NO

Laketran Investment Policy

It is the policy of Laketran to invest public funds in a manner which will guarantee the maximum security of those funds. Meeting the cash flow demands of Laketran and earning the highest investment return while conforming to the Ohio Revised Code, are also of primary importance. This investment policy applies to all interim funds of Laketran.

Investment Objectives

The primary objectives, in priority order, of Laketran's investment activities shall be:

Safety

Safety of principal is the foremost objective of the investment program. Investments of Laketran shall be undertaken in a manner that ensures the preservation of capital in the overall portfolio. At no time will the safety of the portfolio's principal be impaired or jeopardized. Safety is defined as the certainty of receiving full par value, plus accrued interest, at the securities legal final maturity.

Liquidity

Laketran's investment portfolio will remain sufficiently liquid to enable the organization to meet all operating requirements. Portfolio liquidity is defined as the maturity or ability to sell a security on a short notice near the purchase price of the security. To retain the desired liquidity, no issue shall be purchased that is likely to have few market makers or poor market bids. Additionally, liquidity shall be assured by keeping an adequate amount of short-term investments in the portfolio to accommodate the cash needs of Laketran.

Return on Investments

The Laketran investment portfolio shall be structured with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the state's investment risk characteristics and the cash flow characteristics of the portfolio. To attain this objective, diversification is required.

Delegation of Authority

Management responsibility for the investment program is hereby delegated to the Secretary/Treasurer or Assistant Secretary-Treasurer, who shall be responsible for the implementation of the investment program and the establishment of investment procedures consistent with this policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Secretary/Treasurer or Assistant Secretary-Treasurer. The Secretary/Treasurer or Assistant Secretary-Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. The Director of Finance shall perform periodic oversight functions to assure compliance with this policy.

Ethics and Conflicts of Interest

Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their

ability to make impartial investment decisions. Employees shall disclose any material interests in financial institutions that conduct business with Laketran, and they shall further disclose any large personal financial/investment positions that could be related to the performance of Laketran's portfolio

Authorized Financial Institutions and Broker/Dealers

The Secretary/Treasurer or Assistant Secretary-Treasurer will maintain a list of financial institutions authorized to provide Investment services. In addition, a list will also be maintained of approved broker/dealers who are authorized to provide investment services to Laketran. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital) and that are registered With the Ohio Department of Commerce to do business in the State of Ohio. No public deposit shall be made except in qualified public depositories as established in Chapter 135 of the Ohio Revised Code. An annual review of this list will be conducted by the Secretary/Treasurer or Assistant Secretary-Treasurer.

Additionally, all financial institutions and broker dealers must provide the following information:

1. Annual financial statement as well as most recent quarterly statement
2. Regulatory history; through either the Office of the Comptroller of the Currency for dealer banks, or the NASD for securities firms;
3. Statement of any pending lawsuits materially affecting the firm's business must be acknowledged.

Financial institutions and broker/dealers will be required to comply with this policy and to pledge to offer for sale only appropriate securities.

Authorized Investments

The Secretary/Treasurer or Assistant Secretary-Treasurer is authorized to invest interim funds of Laketran as described in the Ohio Revised Code. Investments in eligible securities may be made in either coupon or discount instruments and include obligations as described in Section 135 .45 of the Ohio Revised Code.

Diversification

The Secretary/Treasurer or Assistant Secretary-Treasurer will diversify the portfolio by security and institution. Diversification will be achieved through investments in U.S. Treasury Securities and in obligations of Federal Government Agencies or Instrumentalities as described in section 135.143 A (2) ORC. Further, no more than 30% of the total current portfolio shall be invested in collateralized repurchase agreements and certificates of deposit with any one eligible, financial institution (public depository). No more than 10% will be invested in Commercial paper. Interim funds kept at STAR Ohio may equal 100% of the total portfolio if deemed desirable or necessary.

Maximum Maturities

To the extent possible, Laketran will attempt to match its 'investments with the anticipated cash flow requirements. The Secretary/Treasurer or Assistant Secretary-Treasurer will not invest in securities exceeding 5 years in maturity, further, no investment shall be made that will cause the

average duration of the portfolio to exceed 3.5 years. The Secretary/Treasurer or Assistant Secretary-Treasurer may collateralize repurchase agreements using investments not to exceed 5 years to maturity.

Authorized Investment Transactions

All portfolio transactions will be performed on a competitive basis. The competitiveness of each bid or offer will be verified by putting eligible broker dealers in competition with one another to ensure that a market rate is provided.

Swapping (the simultaneous selling of one security and purchasing of another) is permitted. When selling at less than book value, this increment must be recovered by the increase in yield of the new security in no more than one-half of the current remaining time to maturity.

Gains on portfolio securities may be taken consistent with the current market outlook. Sale of securities at less than cost may also be made, but not in excess of the gains on sales already transacted for the quarter. Sales at less than cost must be specifically authorized by the Secretary/Treasurer or Assistant Secretary-Treasurer.

Safekeeping of Securities

Investments purchased for the portfolio will be delivered to Laketran's custodial agent(s) using standard delivery versus payment procedures, with the accompanying trust receipts promptly forwarded to the Secretary/Treasurer or Assistant Secretary-Treasurer. Securities shall be pledged at the Federal Reserve Bank, to collateralize all repurchase agreements with eligible financial institutions. Pledged collateral will only be released from pledge by the Secretary/Treasurer or Assistant Secretary-Treasurer after verification that principal & interest have been credited to Laketran's account.

Internal Control and Compliance

The Secretary/Treasurer or Assistant Secretary-Treasurer shall establish an annual review process of investment policies and procedures. This review may include the annual audit conducted by the Auditor of State or their designee, as well as an internal review for compliance with all investment policies and procedures.