



The regional transit authority for Lake County

Address: 555 Lakeshore Boulevard • Painesville, Ohio 44077

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

INVITATION TO BID

for

ITB #2606 - PROPANE AUTOGAS FOR VEHICLES

A joint procurement between Laketrans and Butler County Regional Transit Authority (BCRTA)

BIDS DUE NO LATER THAN: 2:00 PM EST on October 28, 2026

There will be a Public Bid Opening held at 2:30 PM at Laketrans Headquarters and via [Microsoft Teams](#).

Date Issued: September 30, 2026

Contact:

Renée Ramsey

Procurement & Grants Specialist

440-350-1010

Laketrans_procurement@laketrans.com

1.0 GENERAL

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

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

The Butler County Regional Transit Authority (BCRTA) is a public transit agency that services Butler County, Ohio with fixed, curb-to-curb on-demand, and paratransit operations. Transit service is operated seven days a week and on average for 18 hours a day. Over 500,000 annual passenger trips are taken on BCRTA services.

1.1 Purpose

Laketran, acting as the lead procurement entity on behalf of the participating public agencies listed above (The Agencies), is issuing this Invitation to Bid (ITB) to solicit competitive sealed bids from qualified, licensed bulk fuel distributors for the continuous supply and delivery of Propane Autogas in accordance with the scope, specifications, and terms outlined herein.

Throughout this solicitation, references to Laketran also apply to Geauga Transit unless otherwise specified. **Contractors may submit bids for any single or combination of locations.**

The requirements for the submittal and content of Bids, the timetable for this procurement, performance requirements, and contract terms are detailed in this Invitation to Bid.

The terms "proposal", "Invitation to Bid", "ITB", "proposal", "Request for Proposals", "RFP", "bidder", "proposer", "contractor" and the like are used interchangeably throughout this ITB. Similarly, the terms "Laketran", "buyer", "purchaser" and "Authority" are used interchangeably.

1.2 Due Date and Location

Bids are due in Laketran's offices no later than: 2:00 PM EST on October 28, 2026

Bids can be emailed to Laketran_procurement@laketran.com **or** provided in hardcopy to the address below.

- Bids received after that date and time will not be accepted.
- Laketran's offices are located at 555 Lakeshore Boulevard, Painesville Township, Ohio 44077.
- Bidder bears total responsibility for ensuring their bid is complete and arrives on time.
- Bidder must comply with each and every requirement of this ITB to be considered responsive.

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

ITB #2606 - Propane Autogas

Due Date: October 28, 2026

1.3 Schedule

The following schedule will be followed for this procurement:

September 30, 2026	Issuance of ITB
October 21, 2026 at 4:00 PM	Deadline for Written Questions
October 28, 2026 by 2:00 PM EST	Bids Due
October 28, 2026 at 2:30 PM	Public Bid Opening via Microsoft Teams Meeting ID: 287 748 482 052 376 Passcode: DK6gU2CL
November 23, 2026	Award of contracts

1.4 Length of Time Bids Shall be Good

Bids shall be good for ninety (90) days.

The length of time bids 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 Bid (Section 1.23 below).

1.5 Number of Copies and Delivery

One (1) original copy of bid(s) must be submitted. One copy may be emailed to Laketrans_procurement@laketrans.com or provided in hardcopy to the address above.

The Agencies will not be responsible for untimely submissions due to personal or company internet or hardware limitations, settings or restrictions, internet speed, power outage, network connection, or use of a malfunctioning electronic device, or the like.

1.6 Bid Bond, or Certified or Cashier's Check

Not Required.

1.7 Performance Bond

Not Required.

1.8 Insurance

1.8.1 Laketran

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 \$2 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.

For professional services contracts only: professional liability insurance in limits not less than \$3,000,000 covering the professional services performed in connection with the project and continuing in force by renewal or extended reporting provision for not less than three years after completion of the Services

For contractors engaged for environmental abatement or remediation work, or if the services involve the use, treatment, storage, removal, transport, of hazardous materials to or from Laketran properties: pollution liability or equivalent coverage in an amount no less than \$5,000,000 each occurrence.

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

1.8.2 BCRTA

The Contractor shall maintain, at its own expense, throughout the period of the Contract and any extensions thereof and provide the following minimum insurance coverages of the types and in the amounts described below that are applicable to the scope of work being performed:

1. **Worker's Compensation and Employer's Liability Insurance.** Contractor must carry Workers' Compensation Insurance (including occupational disease) in compliance with

Workers' Compensation statutes of any applicable jurisdiction in which the Work is to be performed. For the attainment of Workers Compensation in monopolistic states, including Ohio, coverage must be secured through the state fund.

- If Contractor is a qualified self-insurer in compliance with the laws of the state, this is also acceptable. A certificate of compliance from the appropriate workers' compensation bureau or board must be provided with the certificate of insurance.
 - Part A – Statutory
 - Part B – Employers Liability
 - Bodily Injury by Accident \$500,000
 - Bodily Injury by Disease (Policy Limit) \$500,000
 - Bodily Injury by Disease (Each Employee) \$500,000
 - Contractor must also carry Employer's Liability Insurance with minimum limits of \$1,000,000 each accident; \$1,000,000 for disease (per employee); and \$1,000,000 for disease (policy limit). This policy must include Ohio "Stop Gap" coverage, including coverage for "substantially certain" claims.
2. **Commercial General Liability Insurance.** Contractor must carry Commercial General Liability Insurance written on ISO form CG 00 01 10 01 (or its equivalent) with limits of \$1,000,000 per occurrence and in the aggregate. Contractor shall issue certificates of insurance to Agency in advance of any contract execution naming Butler County Regional Transit Authority as Additional Insured.
 3. **Commercial Auto Liability Insurance.** Contractor shall carry Commercial Automobile Liability Insurance covering all owned, leased and non-owned vehicles used in connection with the work to be performed under this contract, with limits of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage. Contractor shall issue certificates of insurance to Agency in advance of any contract execution naming Butler County Regional Transit Authority as Additional Insured.

1.9 Minimum Specifications

The specifications contained in this ITB are the minimum specifications needed to meet The Agencies' needs.

1.10 Disadvantaged Business Enterprise (DBE)

Should you have any questions regarding the DBE Program please contact the Procurement Department at Laketran_procurement@laketran.com.

1.11 Build America, Buy America Certification

Not Required.

1.12 Presentations

The Agencies may ask Bidder to explain elements of their bid.

1.13 Inquiries

All questions pertaining to this ITB should be directed to Laketran's Procurement Department at (440) 350-1022 or sent to Laketran_procurement@laketran.com.

1.14 Clarifications, Approved Equals, Supplements

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

All requests for clarification of these specifications and for an approved equal (RFCAE) must be in writing and 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.

1.15 Explanations (Written and/or Oral)

Should a bidder 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.

1.16 Alternate Bids

Alternate bids may be submitted by the Bidder - at their discretion and risk - to achieve the essential purpose and intent of these specifications at a lower cost, without increasing The Agencies' risk or exposure. Such alternate bids must be clearly identified and prominently labeled as such. The Agencies are not obligated to accept or review any alternate bid.

1.17 Withdrawal of Bid

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

1.18 Consideration of Bid

All bids received in conformity with these specifications shall, as soon as possible, be tabulated and become a public record.

1.19 Rejection or Acceptance of Bid

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

1.20 Unacceptable Bids

No bid will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to The Agencies 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 The Agencies.

1.21 Tie-Breaking

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

1.22 Right to Perform Pre-Award Survey

The Agencies retain the right to review the apparent low contractor's production schedule and past delivery performance to determine responsibility.

1.23 Right to Verify Bid - Single Bid (ITB only, Contracts > \$100,000)

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

1.24 Vehicle Trade-ins

Not Required.

1.25 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 ITB, only the forms prescribed in Section 4 shall be included with your bid. Additional material is not required and its review cannot be guaranteed.

The ITB 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.

1.26 Authorized Negotiators

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

1.27 Award of Contract

The Basis of Award is the lowest responsive and responsible bid meeting the minimum requirements as set forth in the specifications pursuant to federal and state law and regulations.

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

Duration of the proposed contract shall be for deliveries covering calendar years 2027 - 2031. The contract goes into effect January 1, 2027. Each Agency will issue its own contract(s), which will be awarded by their respective Board of Trustees.

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.
- Insurance, as specified in the contract documents.

The Agencies reserve the right to award one, more than one or no contracts as The Agencies deem to be in its best interests.

1.28 Contractual Terms and Conditions

The terms and conditions of any contract that results between The Agencies and the successful Bidder(s) are discussed in Section 2. This will be a 5-year contract term based upon the Mont Belvieu, Texas spot price.

1.29 Cost of Preparation

All costs incurred by any Bidder prior to notice-to-proceed will not be reimbursed by The Agencies

1.30 Additional Information, Rejection

The Agencies reserve the right to request additional information from any Bidder, or none. It

also reserves the right to reject any and all bids 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 ITB; and to enter into one, more than one, or no contracts as it shall deem to be in its best interests.

1.31 Late Bids

Bids received by Laketran after the exact time set for receipt in Section 1.2 above are considered "late". Late bids will be considered only if received before contract award, and the following objective, bona fide proof is submitted showing reason or cause. Some examples of proof that may be accepted are:

1. It was sent by registered or certified mail not later than 5 calendar days before the bid 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.

1.32 Protests

It is the policy of Laketran to prepare specifications for requests for bids 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 bid due date, (2) three days after the bid 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 bid opening or award of a contract, as applicable, and reserves the right to reschedule same if -at their discretion - deemed necessary. The CEO must make their decision no later than ten (10) working days from date the protest is lodged.

STEP 3 - If the protest is not satisfactorily resolved at Step 2, the person or firm making the protest may request a hearing with their legal counsel and Laketran, with Laketran's legal counsel serving as arbitrator on the matter. Request for such a hearing must be made within 15 working days of the original date the protest was filed.

The decision at Step 3 shall be final and binding on all parties.

If the vendor believes that Laketran did not follow the above process, he/she may appeal to the Federal Transit Administration (FTA) as follows:

Office of Program Management
Federal Transit Administration
Suite 320
200 West Adams Street
Chicago, IL 60606
(312) 353-2789

The Federal Transit Administration will hear appeals only where a local protest procedure does not exist or where the local procedure was not followed.

1.33 Addenda to ITB

Laketran reserves the right to amend the ITB at any time. Any amendments to the ITB shall be described in written addenda. Notification of the addenda also will be distributed to all prospective bidders officially known to have received the ITB. Failure of any prospective bidder to receive the notification or addenda shall not relieve the bidder from any obligation under the ITB therein. All addenda issued shall become part of the ITB. Prospective bidders shall acknowledge the receipt of each individual addendum in their bids on the Acknowledgement of Addenda form found in Section 4. Failure to acknowledge receipt of addenda may at the Agency's sole option disqualify the Bid.

1.34 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 ITB/RFP just as if they were reproduced in their entirety here. Further, Laketran's Standard Terms and Conditions are extremely important, and are applicable to and binding upon each bidder/proposer and will become contractual to and binding upon each successful bidder/proposer to whom a contract is awarded. It is the bidder's/proposer's responsibility and obligation to have read and understood Laketran's Standard Terms and Conditions. A summary of these terms and conditions follows:

2.1	Independent Contractor	2.38	Program Fraud and False or Fraudulent Statements and Related Acts
2.2	Contractor's Obligation	2.39	No Federal Government Obligations to Third Parties
2.3	Buyer's Obligation	2.40	Privacy
2.4	Contract Period	2.41	Procurement
2.5	Performance Bond	2.42	Special Requirements for Transit Operations Contracts
2.6	Notice to Proceed	2.43	Seismic Safety
2.7	Contract Modification	2.44	Cargo Preference
2.8	Subcontracts	2.45	Fly America
2.9	Civil Rights Laws and Regulations	2.46	Clean Air Act & Federal Water Pollution Control Act
2.10	Disadvantaged Business Enterprises (DBEs)	2.47	Energy Conservation
2.11	Bus Testing	2.48	Debarment and Suspension
2.12	Delivery	2.49	Compliance with Laws and Regulations
2.13	Payment	2.50	Applicable Law and Jurisdiction
2.14	Liquidated Damages	2.51	Integrated Agreement
2.15	Tax Exemption	2.52	Laketran's Understanding
2.16	Economic Price Adjustment	2.53	Incorporation of FTA Terms
2.17	Inspection	2.54	Non-Smoking Policy
2.18	Audit and Inspection of Records	2.55	Funding Agencies
2.19	Right to Adjust Cost	2.56	Prohibition on Certain Telecommunications & Video Surveillance Services or Equipment
2.20	Failure to Meet Specifications	2.57	Solid Wastes
2.21	Warranties	2.58	Safe Operation of Motor Vehicle
2.22	Indemnification	2.59	Trafficking in Persons
2.23	Hold Harmless	2.60	Restrictions on Lobbying
2.24	Disputes	2.61	Veteran's Hiring Preference
2.25	Notification of Proceedings	2.62	ITS Projects
2.26	Termination	2.63	Tax Liability and Felony Convictions
2.27	Assignment	2.64	Severability
2.28	Covenant Against Contingent Fees	2.65	Changes to Federal Requirements
2.29	Patent Rights & Rights in Data	2.66	Americans with Disabilities Act (ADA)
2.30	Release of Information	2.67	Bond Requirements
2.31	Ownership of Documents	2.68	Domestic Preferences for Procurements
2.32	Access to Third Party Contract Records	2.69	Buy America Requirements
2.33	Workers' Compensation and Employer's Liability Insurance	2.70	Simplified Acquisition Threshold
2.34	Contract Work Hours and Safety Standards Act		
2.35	Davis Bacon & Copeland Anti-Kickback		
2.36	Conflict of Interest		
2.37	Fraud, Waste, Abuse or Other Legal Matters		

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.
- b. to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information

incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act," 49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4.Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (1) Complies with federal debarment and suspension requirements; and
- (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor 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 DOT-assisted contracts. 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 the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

DOMESTIC PREFERENCES FOR PROCUREMENTS

a. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

b. For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR 184.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default.

In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

**BUY AMERICA CERTIFICATION
STEEL OR MANUFACTURED PRODUCTS**

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company _____
Name _____ Title _____
Signature _____ Date _____

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company _____
Name _____ Title _____
Signature _____ Date _____

3.0 SCOPE OF WORK

Laketran desires to enter into a contract for the sale and delivery of Propane Autogas. Laketran owns and operates a 30,000-gallon propane tank with two fuel dispensers at Laketran's main headquarters located at: 555 Lakeshore Blvd., Painesville Township, Ohio 44077.

Laketran, doing business as Geauga Transit, desires to enter into a contract for the sale and delivery of Propane Autogas. Geauga Transit owns and operates two 1,990-gallon propane tanks with two fuel dispensers at 12555 Merritt Rd., Chardon, Ohio 44024.

The Butler County Regional Transit Authority desires to enter into a contract for the sale and delivery of Propane Autogas. BCRTA owns and operates a 3,900-gallon propane tank with one fuel dispenser at 3045 Moser Court, Hamilton, OH 45011.

Throughout this Scope of Work, references to Laketran also apply to Geauga Transit unless otherwise specified. **Contractors may submit bids for any single or combination of locations.**

3.1 Primary Contacts

3.1.1 Laketran Contact

Primary contact for Laketran fuel deliveries and fuel invoicing shall be:

Nick Borelli
Director of Maintenance
440-350-1052
nborelli@laketran.com

3.1.2 Geauga Transit Contact

Primary contact for Geauga Transit fuel deliveries and fuel invoicing shall be:

JoAnna Santilli
Director of Geauga Transit
440-754-5550
jsantilli@geaugatransit.com

3.1.3 BCRTA Contact

Primary contact for BCRTA fuel deliveries and fuel invoicing shall be:

Barry Montgomery
Maintenance Manager
513-785-5237
montgomeryb@butlercountyrta.com

3.2 Usage/Fleet Information

3.2.1 Laketran Usage Information

Laketran currently has 92 cutaway buses in our fleet; roughly 68% of which are powered by propane.

Average yearly fuel usage

Year	Gallons of Propane Consumed
2022	245,645
2023	305,595
2024	356,640
2025	345,299
2026 (YTD 8/17/26)	276,280

	Miles Run for 2026 (YTD 8/17/26)	Fuel Gallons in 2026 (YTD 8/17/26)	MPG
Total for Propane Vehicles	1,609,011	276,280	6
Average for Propane Vehicle	17,117	2,971	6

3.2.2 Geauga Transit Usage Information

Gauga Transit currently has 18 cutaway buses in our fleet; roughly 50% of which are powered by propane.

Average yearly fuel usage

Year	Gallons of Propane Consumed
2025	22,251
2026 (YTD 8/17/26)	21,927

	Miles Run for 2026 (YTD 8/17/26)	Fuel Gallons in 2026 (YTD 8/17/26)	MPG
Total for Propane Vehicles	148,303	21,927	6.77

Average for Propane Vehicle	18,538	2,741	6.77
-----------------------------	--------	-------	------

3.2.3 BCRTA Usage Information

Butler County Regional Transit Authority currently has 5 buses in our fleet which are powered by propane. As this is a new fleet of vehicles, BCRTA does not have historical usage data to supply to potential bidders.

Estimated yearly fuel usage

Year	Gallons of Propane Consumed
2027	50,000

	Miles Run for 2027	Fuel Gallons in 2027	MPG
Total for Propane Vehicles	400,000	50,000	8
Average for Propane Vehicle	80,000	10,000	8

3.3 Propane Specifications

The type of propane to be provided shall be HD-5. The contractor shall ensure that delivery trucks are NTEP-approved and calibrated annually.

3.3.1 Laketran

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

3.3.2 BCRTA

Vendor must supply and add methanol as appropriate for cold weather operation in motor vehicles.

3.4 Propane Vendor Requirements (aka Keep Full Requirement)

Applies to Laketran only

Laketran provides a critical lifeline for many residents of Lake County by providing trips to medical appointments including dialysis and other critically important medical visits. Laketran is also a first responder in the community by providing buses to support police and fire departments throughout Lake County. Running out of fuel is unacceptable and greatly damages Laketran's operations and our reputation with the community. Laketran expects to be of the highest priority when compared to all the bidder's customers.

Any vendor bidding on this agreement will not be permitted to allow Laketran's supply of propane to drop below 10,000 gallons in the tank on any given day.

Failure to adhere to this standard will result in a financial penalty of \$5,000 per 24-hour period the tank is below 10,000 gallons. In addition, should the vendor not be able to rectify the shortage Laketran will use any means necessary to fill the tank to an acceptable limit; the cost of which will be billed to the vendor.

Please note, this penalty may be waived on a case-by-case basis by Laketran in the event a catastrophic event occurs. For the penalty to be waived the vendor will submit a request in writing to Laketran's Director of Maintenance using the contact information in this document. Laketran will respond within 5 business days in writing indicating whether or not the clause will be waived.

It is required that vendors place a tank-monitoring device on the tank and deliver fuel as needed, without a request from Laketran.

3.5 Delivery Hours

3.5.1 Laketran Delivery Hours

Laketran's delivery address is: 555 Lakeshore Blvd. Painesville Twp., OH 44077.
Fuel deliveries will be accepted Monday-Friday 5:00 AM to 8:00 PM.

3.5.2 Geauga Transit Delivery Hours

Gauga Transit's delivery address is: 12555 Merritt Rd., Chardon, OH 44024.
Fuel deliveries will be accepted Monday-Friday 7:00 AM to 5:00 PM.

3.5.3 BCRTA Delivery Hours

BCRTA's delivery address is: 3045 Moser Court, Hamilton, OH 45011.
Fuel deliveries will be accepted Monday-Friday 9:00 AM to 5:00 PM.

3.6 Bid Pricing

Laketran and BCRTA are purchasing 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 Form for each bid location.

Bidders must submit a separate “Per Gallon Markup” for each of the 5 contract years (2027 through 2031) for every site they wish to bid on. Bids will be evaluated on a site-by-site basis. The contract for each individual site will be awarded to the responsive and responsible bidder with the lowest 5-year average “Per Gallon Markup” for that specific location.

Laketrans and BCRTA 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.

3.7 Invoicing

Each participating agency will issue its own purchase orders and be individually responsible for payments under the terms of the master agreement. The invoices submitted to Laketrans, Geauga Transit, and/or BCRTA for payment are required to list the Mount Belvieu, TX weekly average spot price, gallons of propane delivered, and the bid price per gallon.

Invoices submitted 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, the Agencies 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 the Agencies will be:

Mount Belvieu price + vendor’s bid price = total price paid per gallon by the Agency.

3.8 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 for Laketrans and Geauga Transit will be provided to Laketrans’s Director of Maintenance using the contact information provided in this document.

- Any and all MSDS sheets for Butler County Regional Transit Authority will be provided to BCRTA's Maintenance Manager 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, the Agencies will still need to operate their propane fleets. The Agencies will use any means necessary to obtain propane fuel for the fleets. The vendor will be financially responsible for all expenses incurred by the Agencies 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 \$1,000/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	3		
Attachment B - Contact Information and References	1		
Attachment C - Lobbying Form	1		
Attachment D - Debarment Form	1		
Attachment E - Standard Project Assurances	1		
Attachment F - Non-Collusion Form	1		
Attachment G - Delinquent Personal Property Form	1		
Attachment I - Bidder Registration Form	1		
Attachment N – Fair Labor Standards Act	1		
W-9			
Certificate of Insurance			
Original copy of the bid - emailed to Laketrans_procurement@laketrans.com or provided in hardcopy.			

ATTACHMENT A - LAKETRAN PRICING FORM

Provide the premium the vendor will apply to the published weekly average Mont Belvieu Spot Price for \$US/gallon below. Laketran 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 Laketran for up to five years is to be inclusive of all fees including but not limited to transportation, profit, taxes, etc. The contract for each individual site will be awarded to the responsive and responsible bidder with the lowest 5-year average "Per Gallon Markup" for that specific location.

Prices will be firm for ninety (90) days from the closing date of this solicitation. Prices accepted for an award will be firm throughout the duration of the contract.

Contractors may submit bids for any single or combination of locations.

	Laketran Cost per Gallon Delivery address: 555 Lakeshore Blvd., Painesville Twp.
2027	
2028	
2029	
2030	
2031	

Name: _____

Company: _____

Address: _____

Phone: _____ Email: _____

Name of Authorized Individual: _____

Signature of Authorized Individual: _____

ATTACHMENT A – GEAUGA TRANSIT PRICING FORM

Provide the premium the vendor will apply to the published weekly average Mont Belvieu Spot Price for \$US/gallon below. 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 five years is to be inclusive of all fees including but not limited to transportation, profit, taxes, etc. The contract for each individual site will be awarded to the responsive and responsible bidder with the lowest 5-year average "Per Gallon Markup" for that specific location.

Prices will be firm for ninety (90) days from the closing date of this solicitation. Prices accepted for an award will be firm throughout the duration of the contract.

Contractors may submit bids for any single or combination of locations.

	Geauga Transit Cost per Gallon Delivery address: 12555 Merritt Rd., Chardon
2027	
2028	
2029	
2030	
2031	

Name: _____

Company: _____

Address: _____

Phone: _____ Email: _____

Name of Authorized Individual: _____

Signature of Authorized Individual: _____

ATTACHMENT A – BUTLER COUNTY REGIONAL TRANSIT AUTHORITY
PRICING FORM

Provide the premium the vendor will apply to the published weekly average Mont Belvieu Spot Price for \$US/gallon below. BCRTA 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 BCRTA for up to five years is to be inclusive of all fees including but not limited to transportation, profit, taxes, etc. The contract for each individual site will be awarded to the responsive and responsible bidder with the lowest 5-year average "Per Gallon Markup" for that specific location.

Prices will be firm for ninety (90) days from the closing date of this solicitation. Prices accepted for an award will be firm throughout the duration of the contract.

Contractors may submit bids for any single or combination of locations.

	Butler County Regional Transit Authority Cost per Gallon Delivery address: 3045 Moser Court, Hamilton
2027	
2028	
2029	
2030	
2031	

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**

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

Primary Contact:

Name: _____

Phone: _____

Back-up Contact:

Name: _____

Phone: _____

REFERNCES:

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

Reference #1

Name: _____

Phone: _____

Email: _____

Work Completed: _____

Years of Service: _____

Reference #2

Name: _____

Phone: _____

Email: _____

Work Completed: _____

Years of Service: _____

Reference #3

Name: _____

Phone: _____

Email: _____

Work Completed: _____

Years of Service: _____

ATTACHMENT 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
5. Are not included in the U. S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs.

If the 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 Laketran and the Primary Participant and no payment shall be made with respect to any contract unless such statement has been so incorporated as a part thereof.

\$ _____ Delinquent Personal Property Tax *

\$ _____ Penalties *

\$ _____ Interest *

\$ _____ Total *

* Mark "N/A" if not applicable

Signature and Title of 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)

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

- | | |
|---------------------------------------|--|
| ☐ Caucasian/White | ☐ African American/Black |
| ☐ Hispanic | ☐ Asian-Pacific American |
| ☐ Native American | ☐ 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.

- | | |
|---|--|
| ☐ Less than \$1 million | ☐ \$1 million - \$3 million |
| ☐ \$3 million - \$6 million | ☐ \$6 million - \$10 million |
| ☐ \$10 million or more | |

Is your business registered as a DBE?

- ☐ YES ☐ NO

**Request for Taxpayer
Identification Number and Certification**
Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ATTACHMENT N
FAIR LABOR STANDARDS ACT
CERTIFICATION OF COMPLIANCE

This procurement is subject to the provisions of Subtitle B of 29 CFR Chapter 5, and the Fair Labor Standards Act. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

Fair Labor Standards Act Certification

I hereby certify that:

_____ (Name of Bidder) has complied with the requirements of the Fair Labor Standards Act.

Company Name

Signature of Authorized Official

Printed Name and Title of Authorized Official

Date

ATTACHMENT P
NO BID/PROPOSAL REPLY FORM

To assist Laketran in obtaining good competition on its solicitations, we ask that if you received an invitation or notification but do not wish to submit a response to this solicitation, please state the reason(s) below and return this form to:

Andrea Aaby, Director of Compliance & Development
aaaby@laketran.com
555 Lakeshore Blvd., Painesville Twp., OH 44077

NOTE: This information is specific to this solicitation and will not preclude receipt of future invitations unless you request removal from the Bidder's List by indicating below.

Unfortunately, we must offer a "No Submission" at this time because:

☐

1. We do not wish to participate in the solicitation process itself.

☐

2. We do not wish to submit under the terms and conditions of this particular solicitation document. Our objections are as follows:

☐

3. We do not feel we can be competitive. (Please elaborate below)

☐

4. We do not provide the particular goods/services described in the solicitation.

☐

5. Other: _____

☐

We wish to remain on Laketran's Bidder's List for these services/as a general vendor.

☐

We wish to be removed from Laketran's Bidder's List

COMPANY NAME _____

COMPANY REP SIGNATURE _____

DATE _____