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***SECTION 1***  
***INSTRUCTIONS TO BIDDERS &***  
***GENERAL REQUIREMENTS***

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## **INSTRUCTIONS TO BIDDERS & GENERAL REQUIREMENTS**

### **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.

### **1.1 Purpose**

LAKETRAN seeks bids from qualified firms to construct the **Lakeland Transfer Center**.

The requirements for the submittal and content of bids, the timetable for this procurement, performance requirements, and contract terms are detailed in this Request For Proposal.

The terms "bid", "proposal", "Invitation for Bid", "IFB", "proposal", "Request for Proposals", "RFP", "bidder", "proposer", "contractor" and the like are used interchangeably throughout this IFB/RFP. Similarly, the terms "LAKETRAN", "buyer", "purchaser" and "Authority" are used interchangeably. All terms, including "his" and "his/her", are used in a gender-neutral manner.

### **1.2 Due Date and Location**

Bids are due in LAKETRAN's offices by: **3:00 p.m. (LOCAL TIME), September 5, 2019**

Bids received after that date and time will not be accepted.

LAKETRAN's offices are located at 555 Lake Shore Boulevard, Painesville Township, Ohio 44077. This address should be used for overnight delivery, UPS, etc.

The mailing address for LAKETRAN is Box 158, Grand River, Ohio 44045-0158. This address should only be used for U.S. Mail. Proposers are cautioned that delivery of regular and overnight Mail to the P.O. Box may be delayed and that the P.O. Box should not be relied upon for on-time delivery of your proposal unless additional day's delivery time is allowed for.

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

**Lakeland Transfer Center – Rebid 3:00 p.m. (LOCAL TIME), September 5, 2019**

Bidder bears total responsibility for ensuring their bid is complete and arrives on time.

Bids submitted by Fax will not be considered.

Bidder must comply with each and every requirement of this ITB to be considered responsive.

### 1.3 Schedule

The following schedule will be followed for this procurement:

<b>August 5, 2019</b>	Issuance of Invitation – for - Bid
<b>August 19, 2019, 11:00 a.m. (Local Time)</b>	Pre-Bid Conference at LAKETRAN Administration Building
<b>August 22, 2019, 4:00 p.m.(Local Time)</b>	Deadline for questions and requests for approved equals (RFCAE)
<b>August 28, 2019, 3:00 p.m.</b>	LAKETRAN's response to questions and RFCAE
<b>September 5, 2019, 3:00 p.m. (Local Time)</b>	Bids Due

### 1.4 Length of Time Bids Shall be good

Bids shall be good for ninety (90) days.

This time - plus the schedule for the project - will be automatically extended by the amount of time required for LAKETRAN and the Federal Transit Administration to process any Single Bid (Section 1.23 below) or Buy America waiver (Section 4.0).

### 1.5 Number of Copies and Delivery

One (1) original plus two (2) copies of each bid must be submitted.

### 1.6 Bid Bond, or Certified or Cashier's Check

Each bid shall be accompanied by a bid bond, a certified or cashier's check, or an irrevocable letter-of-credit on a solvent bank. Said certified or cashier's check shall be in an amount of **\$300 or 5%** of the amount bid, as assurance that a contract will be entered into. Said bond or check shall be made in favor of LAKETRAN.

If the bid security is made by Bond, the Bond shall be in accordance with Ohio Revised Code (ORC) §153.571 and in the amount of one hundred percent (100%) of the bid.

STAPLE OR ATTACH YOUR BOND/CHECK TO THE SPOT SHOWN ON THE PROPOSAL PRICE FORM IN SECTION 5.

#### 1.6.1 Disposition of Bid Bond, Certified or Cashier's Check

Said bid bond or check will be forfeited to LAKETRAN as an agreed amount of liquidated damages in the case of failure to enter in to a contract as described in this RFP. The bond or check will be released or returned to the Bidder in the case his/her personal bond is rejected.

In case the proposal is accepted, the bond or check will be returned after the contract has been signed. The check of the next-lowest Proposer will be retained until the lowest-responsible Proposer has signed, or if he fails to do so, said check shall be further retained until the second lowest-Proposer shall have signed; and in default thereof, the check may be forfeited to LAKETRAN as liquidated damages.

Proposal deposits of third-lowest Proposer and below will be returned within ten (10) days of proposal opening; that of second-lowest Proposer, within ten (10) days of the contract execution by lowest Proposer; that of lowest Proposer, within ten (10) days of receipt of his performance bond.

In the above paragraph, the terms highest-proposer and lowest Proposer are interchangeable.

## **1.7 Performance Bond**

For construction projects, Contractor shall supply the payment and performance bond required by §153.57 of the Ohio Revised Code if he did not supply the combined bid, payment and performance bond required by §153.571 of the Ohio Revised Code with his bid.

### **1.7.1 Insurance**

The successful proposer shall maintain throughout this assignment the following insurance coverage's:

- a. Workers Compensation statutory coverage.
- b. Insurance shall have commercial general liability limits of \$1 million per occurrence for bodily injury, personal injury and property damage. Minimum general aggregate shall be \$1 million.
- c. Automobile liability limit shall be at least \$1 million per accident for bodily injury and property damage where applicable.
- d. Ohio stop gap employer's liability with a \$1 million limit.
- e. Laketran, Lakeland Community College and CT Consultants, Inc., their 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 coverage's for subcontractors shall be subject to all requirements of this section.
- g. All coverage's shall be written on an occurrence basis.
- h. All give Laketran at least 30 days written notice of cancellation, non-renewal and/or material changes.
- i. The Contractor shall purchase and maintain during the Contract Time "All Risk Builders' Risk Insurance."

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

All such policies shall provide that the Authority's Procurement Department shall receive not less than thirty (30) days written notice prior to any cancellation or alteration of such policy or coverage.

Copies of policies or certificates evidencing the above coverage's, as may be required, shall be provided to the Authority prior to the commencement of work on these services.

## **1.8 Minimum Specifications**

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

### **1.9 Request for Clarification/Approved Equal (RFCAE)**

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

Please note the items specified herein were selected through product comparisons and evaluation.

Proposed alternates must match dimensions, finishes, performance and design features of the products specified herein.

Catalogs, product information and/or specifications must accompany all RFCAE's.

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

#### **1.10 Disadvantaged Business Enterprise (DBE)**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

**Laketrans overall goal for DBE participation is 5.85 percent.**

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

Vendors who do not meet the DBE goal for this project shall be prepared to demonstrate their good faith efforts to achieve same within the above parameters.

DBE's must be registered by the Ohio Department of Transportation. The Ohio DBE directory and forms are available at: <http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/DBE-Directory.aspx>

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 from that work from Laketrans.

The Contractor must promptly notify Laketrans 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 Laketrans.

Should you have any questions regarding the DBE Program, please contact Andrea Aaby, [aaaby@laketrans.com](mailto:aaaby@laketrans.com).

#### **1.11 Presentations**

LAKETRAN may ask bidder to explain elements of their bid.

#### **1.12 Inquiries**

All questions pertaining to this IFB should be submitted in writing and directed to Andrea Aaby, Procurement & Grants Specialist, at (440) 350-1022 or by e-mail to [aaaby@laketrans.com](mailto:aaaby@laketrans.com) by the deadline indicated in Section 1.3. Any verbal communication given by Laketrans is not binding on Laketrans until it has been transferred to written form and communicated to all potential bidders.

### **1.13 Clarifications, Approved Equals, Supplements**

Clarifications, Approved Equals and other supplements to this IFB may be issued to modify, change or clarify one or more points. All parties who request the IFB 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.

### **1.14 Explanations (Written and/or Oral)**

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

### **1.15 Alternate Proposals**

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

### **1.16 Withdrawal of Proposal**

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

### **1.17 Consideration of Proposal**

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

### **1.18 Rejection or Acceptance of Bid**

LAKETRAN reserves the right to accept or reject any or all bids, and any parts of any bid. In awarding a contract, LAKETRAN reserves 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.

### **1.19 Unacceptable Proposals**

No proposal will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to LAKETRAN upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to said LAKETRAN or has failed to perform faithfully any previous contract with LAKETRAN.

### **1.20 Tie-Breaking**

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

### **1.21 Right to Perform Pre-Award Survey**

LAKETRAN retains the right to review the apparent low contractor's production schedule and past delivery performance to determine responsibility.

### **1.22 Right to Verify Proposal - Single Proposal (IFB only, Contracts > \$100,000)**

LAKETRAN shall verify proposals. In the event of a single proposal response, this solicitation will be

automatically converted to a negotiated purchase which shall require the Contractor/Proposer to negotiate a fair and equitable price. LAKETRAN retains the right to request certifiable cost analysis data which the Proposer must provide. LAKETRAN reserves the right to negotiate an adjustment in Proposer's price if warranted by said analysis. FTA review of a single proposal may be required and will automatically extend the time proposals shall be good.

### **1.23 Form of Bid**

All forms must be completely filled in, signed and otherwise executed as indicated. Failure to do so can result in your bid being declared "unresponsive".

Unless otherwise specified in this IFB, only the forms prescribed in Section 4 shall be included with your bid. Additional material is not required and its review cannot be guaranteed.

### **1.24 Authorized Negotiators**

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

### **1.25 Consideration of Bid**

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

### **1.26 Award of Contract**

The contract shall be awarded to the lowest, responsive, and responsible bid meeting the minimum requirements as set forth in the specifications pursuant to federal and state law and regulations.

The contract price may be subject to reduction if cost or pricing data furnished is incomplete, inaccurate or not current.

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

**LAKETRAN reserves the right to award one, more than one or no contracts as LAKETRAN deems to be in its best interests.**

### **1.27 Contractual Terms and Conditions**

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

### **1.28 Cost of Preparation**

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

### **1.29 Additional Information, Rejection**

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

### **1.30 Terminology**

The terms "proposal", "Invitation for Proposal", "IFB", "proposal", "Request for Proposals", "RFP", "bidder", "proposer", "contractor" and the like are used interchangeably throughout this IFB/RFP. Similarly, the terms "LAKETRAN", "buyer", "purchaser" and "Authority" are used interchangeably. All terms, including "his" and "his/her", are used in a gender-neutral manner.

### **1.31 Late Proposals**

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

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

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

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

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

### **1.32 Protests**

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

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

STEP 1 - Protest must be made in writing and addressed to the General Manager no later than (1) three days before the scheduled proposal due date, (2) three days after the proposal opening, or (3) three days after contract award, as applicable. Such protest must cite what the solicitation was for, and for what reason the protest is lodged.

STEP 2 - The General Manager shall make all reasonable attempts to resolve the protest prior to the proposal opening or award of a contract, as applicable, and reserves the right to reschedule same if -at his discretion - deemed necessary. The General Manager must make his decision no later than ten (10) working days from date the protest is lodged.

STEP - If the protest is not satisfactorily resolved at Step 2, the person or firm making the protest may request a hearing with his legal counsel and LAKETRAN, with LAKETRAN's legal counsel serving as

arbitrator on the matter. Request for such a hearing must be made within 15 working days of the original date the protest was filed.

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

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

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

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

### **1.33 Notice of Commencement**

Pursuant to Section 1311.252 of the Ohio Revised Code, government agencies are required to prepare - but not file - the Notice of Commencement required by Section 1311.04 of the Ohio Revised Code. It is available upon request.

### **1.34 Project Sign**

Contractor shall install a 4'x8' sign, as described in this paragraph, at the major entrance to the project site. Sign shall be constructed of waterproof, marine-grade, exterior plywood. Contractor shall maintain sign in good condition for the duration of the project, and remove sign at the end of the project.

Sign shall be divided in thirds from top to bottom. The top third shall be white italic lettering on a red background. The middle third shall be blue lettering on a white background. The bottom third shall be white lettering on a blue background. Project Name and Project Number (OH-XX-XXXX) shall be supplied by Laketrans.

<b>Federal Transit Administration Project</b>
<b>Project Name (to be supplied by Laketrans )</b>
<b>Improvements Sponsored By:</b> <b>U.S. Department of Transportation (Federal Transit Administration) OH-XX-XXXX,</b> <b>Ohio Department of Transportation, and Laketrans</b>

### **1.35 Geotechnical Evaluation Report**

A soils report dated February 1, 2019 by SME was relied upon by the Engineer in the preparation of drawings and specifications. Copies of the report are provided along with each bid set but are not considered to be part of the bid documents.