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2022 Propane – LPG Autogas (HD-5 Spec) Bid

BOARD OF PUBLIC WORKS AND SAFETY

Mayor
Member
Member

Thomas Dermody
Mark Kosior
Jessica Romine

City Attorney
Clerk-Treasurer
Director of TransPorte

Nicholas Otis
Courtney Parthun
Beth West

November 1, 2022

NOTICE TO BIDDERS

Notice is hereby given that the City of La Porte, Indiana, Board of Public Works and Safety will receive sealed bids at the office of the Clerk-Treasurer, 801 Michigan Ave., La Porte, Indiana, 46350 until the hour of 10:00 AM local time, on Friday, December 2, 2022, for the following:

2022 Propane – LPG Autogas (HD-5 Spec) Bid

Work to be performed shall include supplying material for the following:

LPG Autogas (HD-5 Spec) 30,000 Gal.

Deliveries shall be made as ordered/specified between the date of award and December 31, 2025.

Bids will be opened and read aloud at a public bid opening commencing at 10:00 AM on Friday December 2nd, 2022, in the Council Chambers at City Hall, located at 801 Michigan Ave. Any bids received later than the above time will be returned unopened.

The Contract Documents are on file and available for public inspection during regular working hours at TransPorte, 102 L Street, La Porte, Indiana 46350, phone 219-326-8274. Contract Documents are also available electronically by request.

All bids must be accompanied by a bid bond or certified check in the amount of five (5) percent of the amount of the bid, or as otherwise indicated, made payable to the City of La Porte, Indiana. Proposals shall be properly and completely executed per the 2022 Propane Bid Contract Documents and Specifications and any addenda (if issued) and presented in a sealed envelope plainly marked "2022 PROPANE BID."

This procurement is being undertaken and financed, in part, through financial assistance received from the Federal Transit Administration. Any award made as a result of this solicitation may be subject to a grant agreement between Federal Transit Administration (FTA) and the Northwestern Indiana Regional Planning Commission (NIRPC), and a sub grant between NIRPC and the City of La Porte Board of Public Works and Safety (BOW), both documents are available for examination by prospective bidders at the office of the Commission, at 6100 Southport Road, Portage, Indiana 46368, during regular business hours. The successful bidder will be required to comply with all terms and conditions prescribed for third-party contracts in the grant agreement between FTA and the Commission.

The Board of Public Works and Safety reserves the right to reject any bids or to accept a full or partial award of the bid or bids which in its judgment, will be in the best interest of the City of La Porte.

City of La Porte, Indiana

Courtney Parthun – Clerk-Treasurer

Date

Publish two (2) times:
November 7, 2022
November 14, 2022

PART I

SUMMARY
OF
PROJECT

2022 PROPANE BID

PART I

BID SUMMARY AND BID REQUIREMENTS

A. Bid Summary:

1. Bid Number:

2022 Propane Bid

2. General Description:

Propane for TransPorte

3. Method of Procurement:

Invitation for Bid

4. Solicitation Schedule:

RFP Release Date: November 1, 2022

Deadline for Inquiries: November 14, 2022, by 12:00 PM (CT)

Deadline for Q&A Response: November 17, 2022

Deadline for Submittals: December 2, 2022, by 10:00 AM (CT)

Award Date: December 2, 2022

NIRPC Executive Commission Approval: December 8, 2022

Tentative Contract Start Date: December 31, 2022

5. Procurement Overview:

The City of La Porte, hereinafter referred to as the Owner, is requesting bids under the terms, conditions and specifications contained within this solicitation. The Owner anticipates that this solicitation will result in a contract between the Owner and the successful bidder. The award of a contract shall be to the lowest responsible responsive Bidder.

This procurement is being undertaken and financed, in part, through financial assistance received from the Federal Transit Administration. Any award made as a result of this solicitation is subject to a grant agreement between Federal Transit Administration (FTA) and the Northwestern Indiana Regional Planning Commission (NIRPC), and a sub grant between NIRPC and the City of La Porte Board of Public Works and Safety (BOW), both documents are available for examination by prospective bidders at the office of the Commission, at 6100 Southport Road, Portage, Indiana 46368, during regular business hours. The successful bidder will be required to comply with all terms and conditions prescribed for third-party contracts in the grant agreement between FTA and the Commission.

This solicitation package consists of five parts. Part I identifies in summary fashion what is being procured and the general requirements for making a bid. Part II contains the technical specifications of the items being procured. Part III contains general terms and conditions which are required by the Federal Transit Administration. Part IV contains additional terms and conditions which are required by the Federal Transit Administration which are specific to the type of procurement being undertaken in this solicitation. Part V contains the forms which are to be utilized in submitting bids.

6. Description of Items Being Procured (*Quantities Estimated*):

- a. LPG Autogas (HD-5 Spec) Delivered 30,000 Gal.

7. Notification of Pre-bid Conference:

No pre-bid conference will be held; questions should be directed in writing to the City of La Porte Director of TransPorte and received prior to 12:00 p.m. on November 14, 2022. All questions must be submitted in written form. The City of La Porte will provide all questions and answers to NIRPC. All answers by the City of La Porte will be provided to all parties receiving the Bid and the City will post the Answers on the City of La Porte's website.

Beth West
Director of TransPorte
102 L Street
La Porte, IN 46350
bwest@cityoflaportein.gov

8. Bidder Responsibilities

The bidder shall have the responsibility of satisfying all parts of this solicitation. It is the desire of the City of La Porte to procure goods and services of the finest quality. No advantage shall be taken by the bidder in the omission of any part of detail that would be necessary to fully satisfy all work required in this solicitation.

9. General Submittal Requirements:

Bids will be received at the Office of the Clerk-Treasurer, City of La Porte, 801 Michigan Ave., La Porte, Indiana until the hour of 10:00 AM local time, on Friday, December 2, 2022. Bids will be opened and read aloud at a public bid opening commencing at 10:00 AM on that same day in the Council Chambers at City Hall, located at 801 Michigan Ave.

Bidders must submit their proposal in sealed envelopes marked on the outside as follows:

2022 Propane Bid.

Bidders must fully complete and include within their proposals the following forms which are provided in Part IV of this solicitation:

City of La Porte Form 95: Contractor's Bid for Public Work, (Rev 2010)
Form of Bid Bond: Including Insurance Company Certification
Schedule of Bid Amount: Bid Cost Breakdown
Contractor's Affidavit of Compliance with Indiana Immigration Law
Form P102: Disbarment or Suspension Certification
Form P104: Certification of Compliance with DBE Requirements
Form P109: Certification Regarding Lobbying
Form P110: Certification of Compliance with General FTA Terms and Conditions
Form P113: Employment Eligibility
Form P114: No Iran Investment
Form P309: Non-Collusion Affidavit

Also included in Part IV of this document are the following; which are provided for the Bidder's review, and will be used to consummate the Contract with the Awardee.

Form of Performance Bond: In the amount of 100% of Contract Price

Form of Payment Bond: In the amount of 100% of Contract Price

Certificate of Insurance: For Limits set forth in the Owner's Instructions for Insurance and Bonds (on Form provided by Contractor's Insurance Carrier)

Bids received and opened may not be withdrawn for a period of sixty (60) days from the opening of bids.

Failure to comply with any of these general submittal requirements, other requirements set forth within this document, or meet the technical specifications as provided herein will be considered nonresponsive and will be sufficient reason for the Commission to refuse to consider the proposal.

10. Bid Bonding Requirements

A Bid Bond shall be provided as security for the acceptance of a contract award. Each bid shall be accompanied by a bidder's

bond, certified check or cashier's check in the amount of 5% of the total bid price and shall be made out to the City of La Porte, Indiana. Bid deposits of all bidders will be held until bids have been reviewed and an award is made, or all bids have been rejected in whole or in part. The bid deposits of the unsuccessful bidders will be returned upon bid award. The bid deposit of the successful bidder will be retained as assurance of performance until work is completed; it will be returned after all contractual requirements of the bidder have been satisfied. If the successful bidder refuses to execute the contract, the amount of the bid deposit shall be forfeited to and retained by the City of La Porte as liquidated damages for such neglect or refusal and the City of La Porte may proceed to place the order with another bidder.

11. Exclusionary of Discriminatory Specifications:

Apart from inconsistent requirements imposed by Federal Statute or regulations, the City of La Porte agrees to comply with the requirements of 49 U.S.C § 5323(h)(2) by refraining from using any federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

12. Pricing:

The price to be quoted in any bid submitted shall include all items of labor, materials, tools, equipment, delivery and other costs necessary to fully complete the scope of the work specified in this solicitation. Any additions, deletions or variations from the specifications must be noted when the bid is submitted. If a bidder does not specifically identify a deviation from the specifications, it will be assumed that all requirements are either met or exceeded. The bidder guarantees that the bid submitted is not a product of collusion with any other individual or group of individuals, and further guarantees that no effort has been made to fix the bid price of any bidder or to fix any overhead, profit or cost element of any bid.

The City of La Porte is exempt from payment of all federal, state and local taxes in connection with the purchase. Said taxes must be excluded from the proposal prices. The City of La Porte will provide necessary tax exemption certificates to the successful Bidder upon request.

13. Single Proposal Response:

If only one responsive proposal is received in response to the solicitation request, the City of La Porte shall conduct a cost analysis in order to facilitate a determination of the fairness and reasonableness of the proposal price. The single bidder shall be requested to submit cost information.

14. Protest Procedures:

Bid protests based upon restrictive specifications or alleged improprieties in this solicitation that are apparent prior to bid opening must be received by the City of La Porte, in writing, three (3) working days prior to the deadline date for submission of bids.

Protest of a decision concerning a contract award made by the BOW must be received by the BOW Contracting Officer in writing within five (5) working days after the date of the contract award.

A protest shall include the name and address of the protestor, the bid/proposal number, the grounds for the protest, and any supporting documentation. The BOW Contracting Officer shall notify the protestor, in writing and in a timely manner, of its receipt of the protest.

If the protest is received prior to the bid/proposal opening, all interested parties may be notified and the opening of bids/proposals may be postponed. If the protest is received after a contract award, the award may be withheld until a local decision is rendered concerning the protest.

The BOW Contracting Officer will review the protest with any supporting documents submitted and FTA Circular 4220.1F. A conference will be held with appropriate BOW staff and the NIRPC Contracting Officer to achieve a decision regarding the protest. The BOW Contracting Officer shall notify all affected parties of such decision in writing.

Any protest which is not resolved at the local level between the BOW Contracting Officer and the protestor may be filed with the Federal Transit Administration (FTA) in accordance with the Bid Protest Procedures outlined in FTA Circular 4220.1F

15. Procedure for Requesting Changes to the Solicitation Document:

Any unapproved request for changes contained in a proposal may be cause for its rejection.

A potential bidder must submit, in writing, a request for changes to the specifications, terms, and conditions of the proposal by

November 14, 2022: .

The City of La Porte may approve or reject the request. If a request for changes is approved, the City of La Porte shall issue an amendment/addendum to the solicitation to all prospective bidders.

All amendment/addendum acknowledgement forms issued must be included with the Bid. Failure to include all amendment/addendum acknowledgement forms may cause the proposal to be considered non-responsive to the solicitation request.

All requested changes to the technical specifications must be fully supported with catalog information, tests, specifications and illustrations or other pertinent information as evidence that the substitute offered is equal to or better than the specification required. The City of La Porte shall have the right to determine whether the substitute is equal and acceptable.

16. Bid Withdrawal:

Each and every bidder who submits his bid specifically waives any right to withdraw it or modify it except as herein provided. A bidder will be given permission to withdraw or modify any proposal after it has been deposited at the City of La Porte, provided that the bidder makes his request by telephone, telegraph, fax machine, in writing, or in person prior to the proposal deadline. Requests pertaining to withdrawal or modification by telephone, telegraph, fax machine, or in person, must be confirmed in writing by the bidder and must reach the City of La Porte by the proposal deadline. A modification to the proposal may delete, change or replace any part of the original proposal submitted. This must be specifically stated in writing. No bidder may withdraw his/her Bid within 60 calendar days after the Bid deadline.

17. Late Proposal:

Bids are "late bids" when the Clerk-Treasurer receives them after the exact time for bid opening. Late proposals will only be considered if evidence acceptable to the BOW is supplied proving that the lateness was not the fault of the Proposer. For example, if the proposal is internally lost in the City of La Porte offices or if the package was postmarked at least 4 days prior to the closeout date and time. When a late proposal is received and it is clear from available information that it cannot be considered for award, the BOW shall promptly notify the bidder that the received late proposal will not be considered. Late proposals that are not considered shall be held unopened, unless opened for identification, and returned after an award is made. Any late proposal(s) that are eligible to be considered for contract award will be opened at a special or regular meeting of the BOW to be announced to all eligible Bidders a minimum of 48 hours prior to the time and date of that opening.

18. Type of Contract:

The type of award to be made is a Unit Price Contract.

19. Warranty Requirements

The Contractor guarantees that the Work and services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed under the Contract, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Project Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of substantial completion, except as may be required by special guarantees or prescribed by law. If the Owner takes possession of or uses any completed or partially completed part of the Work, the guarantee for that part of the Work shall be for a period of one year from the date of such possession or use.

The Performance Bond shall remain in full force and effect through the guarantee period.

20. Completion Time:

NA

21. Acceptance:

NA

22. Terms of Payment:

Partial Payments shall be made not more often than monthly upon forms provided by the Director of TransPorte..

23. Contact

Written correspondence and phone inquiries should be addressed to:

Beth West
Director of TransPorte
102 L Street
La Porte, IN 46350
bwest@cityoflaportein.gov
Phone: 219-326-8274

PART II

DETAILED
SPECIFICATIONS

2022 PROPANE BID

GENERAL SPECIFICATIONS

DEFINITION OF TERMS

The term “Owner” as used in these specifications shall mean the Board of Public Works and Safety of the City of La Porte, Indiana.

The term “Contractor” shall mean the person, persons, or firm who shall be considered by the owners as the lowest and best bidder, and with whom the owner shall enter into a contract to furnish the material.

The term “Specification” shall mean these specifications, Parts I, II, III, and IV.

INFORMATION

The Contractor to whom the contract for material is awarded by the City of La Porte shall make delivery to the City of La Porte in a manner satisfactory to the Board of Public Works and Safety.

The Contractor shall be expected to submit a copy of the specifications to material men and take other precautions to assure himself that the quality of materials is up to standard, when purchasing same if necessary to protect himself by the same guarantees on materials as are required by the City of La Porte.

The Contractor shall keep the City of La Porte free and harmless from payment of any and all damages, costs, expenses, royalties, patent fees, attorney’s fees or any other sum of money whatsoever by reason of any actions, claims, demands, or proceedings arising out of any infringement or use of any patented device, article, system or arrangement that may be used by the contractor in furnishing the material.

DELIVERY LOCATIONS:

TransPorte
102 “L” Street

FILING AND CONSIDERATION OF BIDS

All bids accomplished by proper bidder’s bond must be sealed and on file with the Clerk-Treasurer at the time stated in the advertisement.

Bids shall be made out and signed in ink on forms provided by the City of La Porte. Contractors shall make their figures plain and readable and shall see that totals that are carried out from the unit prices are correct. No changes, erasures or corrections shall be made in the unit price figures as the Board of Public Works and Safety will only consider unit prices. In case an error is discovered in unit prices before submitting proposal, a new bidding form should be obtained and used.

Bidders shall make a personal examination of the ground, nature and amount of work to be done and shall acquaint themselves with the statutes of the State of Indiana in regard to public contract in order that bids will be according to law.

All Bids shall be submitted in sealed envelopes clearly and conspicuously marked on the outside

“2022 PROPANE BID”

All bids must be submitted using City of La Porte Form No. 95. Addenda (if issued), A 5% bid bond, and an executed Contractor’s Affidavit of Compliance with Indiana’s Illegal Immigration Law and Certification of the Bidder of No Investment Activity in Iran.

All bids will be considered by the Board of Public Works and Safety in such a manner as may be provided by statute. The Board of Public Works and Safety reserves the right to waive any informalities, reject any and all bids or accept any advantage to the City of La Porte or to reject bids from contractors who have a reputation for doing inferior work in La Porte or elsewhere, or to reject bids from contractors not financially responsible.

The term of the Contract resulting from these Bids shall be from Contract Award through December 31, 2025 (Award Date through and including December 31, 2025.)

Bids may be withdrawn at any time up to 60 days after bid opening.

BONDING REQUIREMENTS

The successful bidder shall supply the following bonds:

1. Labor and Material Payment Bond in the amount of 100% of contract amount.
2. Performance Bond in the amount of 100% of the contract amount.

MOTOR FUEL – LIQUIFIED PETROLEUM GAS (AUTOGAS)

The Contractor shall bid on 30,000 gallons of LPG HD-5 Grade Propane in accordance with ASTM D-1835.

Contractor shall provide the following:

- Storage Tank*
- Dispenser*
- Pump and Motor*
- Fuel Management System (Cardlock or approved equal)*

Specifications for all equipment shall be submitted to the Contracting Officer for review and approval prior to delivery.

Dispenser shall include both ACME type and Stäubli type fill valves.

Contractor shall maintain fuel station equipment. Contractor shall be responsible to ensure propane fuel station is operational 24 hours per day, 7 days per week (with the exception of loss of power at the TransPorte Facility. Should the equipment fail, contractor shall provide an alternative fueling source within 12 hrs.

Contractor shall be responsible for any permitting required.

Monthly billing reports shall be by departments and shall provide total gallons by fuel type dispensed and total cost, with a copy of each billing report also being forwarded to the City of La Porte, Attn: TransPorte Department.

FUEL MANAGEMENT FACILITY

Contractor operated fuel management facility (F.M.F.) must meet the following requirements:

1. Located within City of La Porte.
2. Operational 24 hours a day, each day of the year.
3. Monthly billing reports shall be by departments and shall provide total gallons by fuel type dispensed and total cost, with a copy of each billing report also being forwarded to the City of La Porte, Attn: TransPorte Department.
4. Be and remain in full compliance with the current Zoning Ordinance of the City of La Porte.
5. **Facility must have back-up power.**

DETAILED ANALYSIS of MATERIALS

Bidders shall file detailed analysis of the materials bid and indicate trade name. The bidders shall also have documented proof of possession of this City's allocated amount of gasoline, diesel fuel or have had this City's base period allocation.

BOND REQUIREMENT

Bonds shall be required as specified in Part III of this solicitation.

BID DIVISIONS

Two divisions for this Bid are presented. The Bidders MUST bid both with Escalator Clause and Fixed Price or the bid may be declared non-responsive, and thus ineligible for any award. The divisions are as follows:

Division 3A, Fuel Bid (Propane) with Escalator Clause -

Bidder shall have the right to increase the contract unit price for all fuel in an amount equal to the bidder's increase in cost of materials and supplies occurring subsequent to the date on which such bid is submitted (hereinafter referred to as "Base Date") to the Board having authority to award contracts. Fuel prices on the "Base Date" shall be the rack pricing for the seller's **November 25, 2022**, delivered price per gallon and the seller's posted price index or published price list in effect on that same date. Any increase (or decrease) in the bidder's cost of materials and supplies after the base date shall be determined monthly and shall be verified monthly by proper documents which shall include proof of price to the bidder from the bidder's source of supply. Documentation of the increased/decreased cost of fuels shall be forwarded monthly to the Office of the Director of TransPorte together with the copies of the Departmental Monthly

Billing Reports.

Bidder may reserve the right to allocate its product to the customers in a fair and equitable manner, if necessary, due to the reduction of the allocation from the source of supply to the bidder in accordance with any directives for mandatory allocation issued by an appropriate agency of the federal government.

Division 3B, Fuel Bid (Propane) with Fixed Price -

Bidder shall provide a fixed price for propane fuel that will be the price for all fuels for the term of this contract. The Owner shall pay that fixed price whether the escalated pricing increases or decreases throughout the term of this contract.

CONTRACT AWARD

The contract will be awarded to the lowest responsible responsive Bidder based on the total sum of the unit prices times the number of gallons for delivered, and the total sum of the unit prices times the number of gallons for fuel dispensed from the bidder's fuel management facility. The Board of Public Works and Safety will award either Division A or Division B at its sole discretion.

The contractor must comply with I.C. 5-22-17-10.

PART III

GENERAL TERMS AND CONDITIONS

2022 PROPANE BID

General Terms and Conditions Associated with FTA Contracts:

The following general terms and conditions will govern the basic Agreement and are a part thereof.

1. FINANCIAL ASSISTANCE:

The work provided for in this Contract (Agreement) is financed, in part, through financial assistance received from the Federal Transit Administration (FTA) of the U.S. Department of Transportation under the authority provided by the Surface Transportation Act of 1982, as amended, the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991, the Transportation Efficiency Act for the 21st Century (TEA-21), and Safe, Accountable, Flexible, and Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU). As such it is subject to a grant agreement between FTA and the Commission which will be furnished to Contractor upon request. The Contractor is required to comply with all terms and conditions prescribed for third party contracts in the grant agreement between FTA and the Commission.

2. CONTRACTS AMENDMENTS:

Any proposed change in this Agreement shall be submitted to the Commission for its prior approval, and when approved the Commission will make the change by a written contract modification. The Commission may at any time by written order, and without notice to the sureties, make changes, within the general scope of this contract in one or more of the following: (1) drawings, designs, or specifications; (2) methods of shipment or packing; and (3) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both; and the contract shall be modified in writing accordingly. The Contractor must request an adjustment under this clause within 15 days from the date of receipt of the notification change. The Commission may decide to act upon the Contractor's request for adjustment at any time prior to final payment under the contract, provided the facts warrant such action.

Change Order Procedures: Within 15 days after receipt of the written change order to modify the contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Proposer and Contracting Officer. At that time, both parties shall execute a detailed contract modification in writing. All changes in the contract that either increase or decrease the cost of, or the time required for the performance of any part of the work under this contract, thereby affecting the contract price or delivery schedule, shall be resolved by mutual agreement between the Proposer and the Commission. Disagreements that cannot be resolved through negotiations shall be resolved in accordance with the contract disputes provisions of FTA Guidelines. Regardless of any disputes, the Contractor shall proceed with the work ordered, provided the Commission has obtained the prior concurrence of FTA.

Notice of the acceptance of the change order will be made by the issuance of a Commission change order form to the Contractor. The Contractor will be required to evidence its acceptance of the change order by endorsing and returning to the Commission the change order form within 10 days of its receipt thereof. The acceptance of the change order will bind the Contractor on his part to finish and deliver at his adjusted proposal price in accordance with conditions of said accepted proposal and specifications. The contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, and specification or other change not properly ordered by written modification to the contract.

Price Adjustment for Regulatory Changes: If a price adjustment is indicated, either upward or downward, it shall be negotiated between the Commission and the Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective between the date of proposal acceptance and the date of manufacture. Such price adjustment may be audited, where required.

3. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES:

The Commission 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 Commission, the Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4. FALSE OR FRAUDULENT STATEMENTS OR CLAIMS, CIVIL AND CRIMINAL FRAUD 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) 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.

5. ACCESS TO RECORDS AND REPORTS:

The following access to records requirements apply to this Agreement:

Where the Purchaser is not a State but a local government and is the FTA Recipient or a Subgrantee of the FTA Recipient in accordance with 2 CFR Part 200, the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project. Defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee or any of them for the purposes of conducting an audit and inspection.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 2 CFR Part 200.

6. CHANGES TO FEDERAL REQUIREMENTS:

Pursuant to 2 CFR Part 200, Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA (6) dated October, 1999) between the Commission and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

7. CIVIL RIGHTS REQUIREMENTS:

Civil Rights - Pursuant to 29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.; the following requirements apply to the underlying contract:

Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Creed, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age: In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 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.

Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

8. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

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 CFR 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 recipient deems appropriate.

The (prime) contractor shall not terminate a DBE subcontractor for convenience and then perform that work with its own forces or its affiliate.

Prime contractors must make payment to subcontractors for satisfactory performance of their contracts no later than 30 days from the receipt of each payment made by the Commission to the prime contractor.

If retainage is withheld by from the subcontractor, prompt and full payment must be made by the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Commission. When the Commission has made an incremental acceptance of a portion of a prime contract or a progress payment, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

Any delay or postponement of payment to subcontractors may only take place for good cause. Any such delay or postponement requires the prior written approval of the Commission.

If any of these conditions are not met, the Commission reserves the right to withhold payment until the Commission is satisfied that these conditions are met.

The contractor agrees to place this clause in all subcontracts.

9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT). Whether or not expressly set forth in the preceding contract provisions, all contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Commission requests which would cause the Commission to be in violation of the FTA terms and conditions

10. ENERGY CONSERVATION REQUIREMENTS:

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. These requirements are set forth in 42 U.S.C 6201 et. seq. and 2 CFR Part 200.

11. TERMINATION PROVISIONS:

The following provisions have been developed by the Northwestern Indiana Regional Planning Commission in accordance with 2 CFR Part 200 and FTA Circular 4220.1F

Termination for Convenience: The Commission may terminate this contract in whole or in part, for the Commission's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Commission 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 Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of the Commission, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

Termination for Default: If the Contractor does not deliver the goods or services provided by this solicitation in accordance with the provisions contained herein, or if the Contractor fails to perform in the manner called for with regard to other provisions of a contract awarded in conjunction with this solicitation, the Commission may notify the Contractor of its intention to terminate this contract for default. The Proposer shall be allowed fifteen (15) calendar days after receipt of the notice of intent to terminate for default in which to rectify the problems that were cause for such notice. Termination shall be effected by serving a final notice of termination on the Contractor setting forth the manner in which the Contractor may be paid for only items 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 Commission that the Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other events which are not the fault of, or are beyond the control of the Proposer, the Commission after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure: The Commission in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days 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 the Commission's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from Commission setting forth the nature of said breach or default, the Commission 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 the Commission from also pursuing all available remedies against Contractor and its sureties for said breach or default.

12. INTELLIGENT TRANSPORTATIONS SYSTEMS REQUIREMENTS:

The Contractor agrees that in the course of implementing any project involving any aspects of an intelligent transportation system it will be compliant with Section VII of the FTA Notice of "FTA National ITS Architecture Policy on Transit Projects" at 66 Fed. Reg. 1459, January 8, 2001.

13. FLY AMERICA REQUIREMENTS:

The Contractor agrees to comply with 49 U.S.C § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provides that recipients and sub-recipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent that such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. SUSPENSION AND DEBARMENT PROVISIONS:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to Executive Order 12549, and 12689 as implemented by 2 CFR Part 180, regarding government-wide debarment and suspension of contractors. The Contractor agrees to sign required certifications. The Contractor agrees to pass this requirement on to sub-contractors seeking subcontracts over \$25,000.

By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, (Recipient) may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to (Recipient) if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact (Recipient) for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by (Recipient).
5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, (Recipient) may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

9. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 2 C.F.R. Part 180] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
10. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

15. VETERANS EMPLOYMENT:

Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a construction project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in 5 U.S.C. section 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

16. RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION:

The following provisions have been developed by the Northwestern Indiana Regional Planning Commission in accordance with 2 CFR Part 200 and FTA Circular 4220.1F

Disputes: Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Commission's Contracting Officer. This decision shall be final and conclusive unless within [five (5)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Contracting Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Contracting Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute: Unless otherwise directed by the Commission, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages: Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies: Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the Commission and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Indiana.

Rights and Remedies: The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Commission or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Notification of current or prospective legal matters that may affect the Federal Government: The Contractor acknowledges that the provision of the FTA Master Agreement, Section 39(b), apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must notify the [Recipient]. (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 interest 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. The Contractor agrees to include the above clause or similar clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

17. LOBBYING:

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]:

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

18. CLEAN AIR REQUIREMENTS:

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., 40 CFR 15.61 and 2 CFR Part 200. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

19. CLEAN WATER REQUIREMENTS:

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. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

20. STATE AND LOCAL LAW DISCLAIMER:

State and Local Law Disclaimer – The Contractor hereby agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the U.S. Department of Transportation, the State of Indiana and local governments.

21. RECYCLED PRODUCTS:

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA) as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247 and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

22. CARGO PREFERENCE:

If awarded a contract, the contractor shall agree to comply with cargo preference requirements on the shipment of foreign made goods, as provided for in 46 USC 12241 (b) (1) and 46 CFR Part 381.

As required by 46 CFR Part 381, the contractor agrees:

(1) To utilize privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

(2) 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 shipment 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 the preceding paragraph to the FTA 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, D.C. 20590.

23. NOTIFICATION OF FEDERAL PARTICIPATION:

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, the recipient agrees to specify the amount of federal assistance to be used in financing that acquisition of goods and services and to express that amount of that federal assistance as a percentage of the total cost of that third party contract.

PART IV

FORMS

2022 PROPANE BID

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as Principal, and _____ as

Surety, are hereby held and firmly bound unto the City of La Porte Board of Public Works and Safety, hereinafter called "Owner" in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this ____ day of _____, 20___. The Condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid dated _____, 20___, attached hereto and made a part hereof, to enter into a Contract for the **2022 Propane Bid**.

NOW, THEREFORE,

- a. If said Bid shall be rejected, or
- b. If said Bid shall be accepted and the Principal shall within ten (10) calendar days of receipt of Notice of Award execute and deliver a Contract in the form attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid

then this obligation shall be void, otherwise the same remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by an extension of the time which the Owner may accept such Bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be assigned by their proper officers, the day and year first set forth above.

Principal

Surety

By: _____

IMPORTANT: Surety Companies executing bonds shall appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Indiana.

2022 PROPANE BID
SCHEDULE OF BID AMOUNT

DIVISION 3B – PROPANE FUEL BID WITH FIXED PRICE				
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	LPG Autogas (HD-5 Spec)	30,000 gal.		
	TOTAL AMOUNT OF BID – DIV. 3B			

Fuel Taxes/Per Gallon Included in Unit Prices

Federal \$ _____/Gal.

State \$ _____/Gal.

Bidder:

Company Name

Address

Signature of Authorized Representative

Date: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal
(Corporation, Partnership, or Individual)

and _____

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the City of La Porte Board of Public Works and Safety, hereinafter called "Owner" in the penal sum of _____ dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City of La Porte Board of Public Works and Safety, La Porte, Indiana, dated the ___ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of the "2022 Propane Bid."

NOW, THEREFORE, IF THE Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions therefore which may be granted by the Owner, with or without notice to the Surety and during the one year guarantee period, and shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

It is understood that in the event of default of the Principal said Surety shall proceed with reasonable speed to:

1. Work with the Owner to complete the project as per the original contract; or
2. Work with the Owner to select a contractor and pay the contractor the cost of completing the project as per the original contract; or
3. Pay over to the Owner as needed sufficient funds for the Owner to complete the project as per the original contract.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Project Documents accompanying the same shall in any wise affect its obligations on this Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or the Project Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED FURTHER, that this Bond shall remain in full force and effect until a period of one year elapses from the date of Substantial Completion of this project.

IN WITNESS, WHEREOF, this instrument is executed in ___ counterparts, each one of which shall be deemed an original, this the ___ day of _____, 2022_.

ATTEST:

(Principal)

(Principal Secretary)

By _____

(Seal) _____

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

By _____
(Attorney-in-Fact)

(Witness as to Surety) (Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If contractor is Partnership, all partners should execute Bond.

END OF SECTION

LABOR AND MATERIALS BOND

PART 1 - GENERAL

1.1 LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the Highland Board of Sanitary Commissioners, Highland, Indiana, hereinafter called "Owner" in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner dated the day of _____, 2022, a copy of which is hereto attached and made a part hereof for the construction of the "2022 Propane Bid."

NOW, THEREFORE, IF THE Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Project Documents accompanying the same shall in any wise affect its obligations on this Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or the Project Documents.

IN WITNESS, WHEREOF, this instrument is executed in ___ counterparts, each one of which shall be deemed an original, this the ___ day of _____, 20__.

ATTEST:

(Principal)

(Principal Secretary)

By _____

(Seal) _____

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

By _____
(Attorney-in-Fact)

(Witness as to Surety)

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If contractor is Partnership, all partners should execute Bond.

**CERTIFICATION OF COMPLIANCE WITH GENERAL FTA TERMS AND
CONDITIONS**

_____ (Bidder) certifies that it can comply with the general FTA terms and conditions as attached to this document.

Signature

Title

Date

EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

Contractor shall enroll in and verify the work eligibility status of all its newly hired employees through the Federal E-Verify program as defined in IC 22-5-1.7-3. Contractor is not required to participate should the Federal E-Verify program cease to exist. Contractor shall not knowingly employ or contract with an unauthorized alien. Contractor shall not retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien.

Contractor shall require its subcontractors, who perform work under this contract, to certify to the Commission that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the Federal E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of this agreement with the Commission and during the term of any subsequent contract with a subcontractor performing work under this agreement.

The Commission may terminate for default if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the Commission.

Contractor

Signed: _____

Printed Name: _____

Title: _____

Date: _____

CERTIFICATION OF NO INVESTMENT IN IRAN

As required by IC 5-22-16.5, Contractor certified that it is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as imposition of a civil penalty.

Contractor

Signed: _____

Printed Name: _____

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

The undersigned Proposer, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person from Proposing not to induce anyone to refrain from proposing, and that this proposal is made without reference to any other proposal and without any agreement, understanding or combination with any other person in reference to such proposing. He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Proposer

Signature of Proposer

Date

DBE PROGRAM COMPLIANCE

49 CFR PART 26

The following Proposal conditions apply to this United States Department of Transportation assisted contract. Submission of a proposal by a prospective Contractor shall constitute full acceptance of these Proposal conditions.

REQUIRED CONTRACT CLAUSES (49 CFR 26.13)

UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

Northwestern Indiana Regional Planning Commission ensures that the following clauses are included in each DOT assisted contract and subcontract:

- I) Policy - It is the policy of Northwestern Indiana Regional Planning Commission that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to participate in the performance of contracts. Consequently, the DBE requirements of 49 CFR Part 26, do apply to this agreement. Proposers shall use sufficient and reasonably good faith efforts to carry out this policy in the award of their subcontracts to the fullest extent, consistent with the efficient performance of this contract.
- II) DBE Obligation - The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, Subpart D, have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, all contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex.
- III) Compliance - All Proposers, potential contractors, or sub-contractors for this contract are hereby notified that failure to carry out the policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in non-selection; termination of the contract; or such other remedy as deemed appropriate by the Agency. Agreements between a Proposer/proposer and a DBE, in which the DBE promises not to provide sub-contracting quotations to other PROPOSERS/PROPOSERS, are prohibited.
- IV) Sub-contract Clauses - All Proposers and potential contractors hereby assure that they will include the above clauses in all sub-contracts which offer further sub-contracting opportunities.
- V) Acceptable Good Faith Efforts - "Good faith efforts" means efforts to achieve a DBE goal or other requirements of the Agency's DBE Program Plan which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the goal program requirement.

General Instructions**IMPORTANT! READ CAREFULLY!**

All Proposers/contractors shall complete and submit, with their Proposals, DBE Forms 1, 2, 3, 4, and 5.

Each subcontractor listed on DBE Form 2 shall complete and sign DBE Form 3 and DBE Form 4 as a DBE Subcontractor.

Business Contractors seeking to participate as DBEs must be certified at the time of Proposal submittal. The Agency does not certify DBEs. Please check with your state's DBE office.

Contractors may duplicate as many forms as needed. All DBE Program questions should be directed to the Northwestern Indiana Regional Planning Commission, Talaya Jones, 6100 Southport Road, Portage, Indiana 46368, 219-254-2514.

DBE Forms 1,2,3,4, and 5 must be submitted with the Proposal in order to be eligible to receive a contract award. If there are sub-contractors listed, the sub-contractor must fill out DBE Form 4.

The Proposer must provide documentation and explanation as to why the DBE goal as was not achieved by filling out DBE Form 5.

DEMONSTRATION OF GOOD FAITH EFFORTS

The following information must be included in every contract that is signed by a prime contractor, and every contract the prime contractors sign with subcontractors.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) SMALL BUSINESS UTILIZATION

The undersigned bidder has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

- Identified portions of the contract work capable of performance by available DBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation even when the bidder could perform those scopes with its own forces.
- Solicited through reasonable and available means (e.g., pre-bid meetings, written notices, advertisements) DBEs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.
- Utilized resources available to identify available DBEs, including but not limited to DBE assistance groups; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.
- Made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).
- Negotiated in good faith with interested DBEs that submitted bids and thoroughly investigated their capabilities.
- Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage DBEs to submit bids.
- DBE unavailability (Not Applicable). The prime contractor on this project is not a DBE and there are no subcontractors on this project. (Write N/A on DBE Forms 2, 3, 4, & 5)

Name of bidder's firm: _____

State Registration No. _____

By: _____
Signature Title

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Affirmation shall be null and void.

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

TO: _____ (Name of General Contractor Proposing)

PROJECT:

The undersigned intends to perform work in connection with the above project.

The status of the undersigned is confirmed on the attached DBE Contractor Identification (DBE FORM 4).

The undersigned is prepared to perform the following described work in connection with the above project:



(Specify in detail, work items or parts thereof to be performed)

at the following price: \$ _____.

The undersigned agrees to enter into a contract with you to perform the above work, if you are awarded the prime contract.

(Date)

(Telephone No.)

(Name of DBE Subcontractor)

(Firm Address)

By: _____
(Signature)

(City and State)

Name: _____
(Typed)

Title: _____

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent shall be null and void.

SCHEDULE OF DBE PARTICIPATION

Name of Proposer: _____

Project: _____

Project No.: _____

Proposal No: _____

Total Proposal Amount: _____

NAME OF DBE SUBCONTRACTOR	ADDRESS (COUNTY, STATE)	TYPE OF WORK SUBCONTRACTED	DBE	SUBCONTRACT VALUE
				\$
				\$
				\$
				\$
				\$
				\$
				\$

DBE PARTICIPATION TOTAL VALUE _____ \$

The attainment of DBE participation goals for this contract will be measured as a percentage of the total dollar value of the contract.

The undersigned will enter into a formal agreement with the DBE Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with

DBE SUBCONTRACTOR IDENTIFICATION

(Reproduce as necessary)

I HEREBY DECLARE AND AFFIRM THAT I AM THE _____ (Title - Owner, President, etc.) and
duly authorized representative of _____ (Name of Firm) and I hereby declare and affirm
that I am a certified DBE.

(signed)

(printed)

This firm has current DBE certification from the following Agencies and/or state(s):

A copy of the current certification letter notifying the firm that it has been DBE certified must be attached to this form.

DBE UNAVAILABILITY CERTIFICATION

I, _____,

of _____, certify that on the dates below,

I invited the following DBE Subcontractor(s) to Proposal work items to be performed:

<u>DATE OF REQUEST</u>	<u>DBE</u>	<u>NAME OF SUBCONTRACTOR</u>	<u>ITEMS SOUGHT</u>
_____	-	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The following Subcontractors submitted Proposals, which were not the low responsible Proposal:

- _____ \$ _____
- _____ \$ _____
- _____ \$ _____
- _____ \$ _____
- _____ \$ _____

CERTIFICATION OF COMPLIANCE WITH GOVERNMENT-WIDE DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION PROVISIONS – LOWER TIER COVERED TRANSACTIONS
(Contractors that apply or bid for an award of \$25,000 or more must file the required certification)

In regard to 2 CFR Part 180 and Executive Order 12549 and 12689

By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below in accordance with the following instructions:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, NIRPC may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to NIRPC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and 12689 [2 CFR Part 180]. You may contact NIRPC for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by NIRPC.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, NIRPC may pursue available remedies including suspension and/or debarment.

Pursuant to the above instructions:

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 2 C.F.R. 180] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ **Signature of Contractor's Authorized Official**

_____ **Name and Title of Contractor's Authorized Official**

_____ **Date**