





















Proposers shall acknowledge the receipt of each individual addendum in their Proposals on the form Acknowledgement of Addenda. Failure to acknowledge in the Proposal receipt of addenda may at the Agency's sole option disqualify the Proposal.

**1.37 Notice of Commencement**

Not Required.

## 2.0 TERMS AND CONDITIONS IN CONTRACT FORM

To reduce paper consumption, the standard terms and conditions which shall apply to this procurement are not contained here. They can be found in a separate document entitled "Laketran Standard Contractual Terms and Conditions", which is available upon request. And is posted on our website at [www.laketran.com](http://www.laketran.com). Laketran's Standard Terms and Conditions **are hereby incorporated by reference into and made a part of this IFB/RFP** just as if they were reproduced in their entirety here. Further, Laketran's Standard Terms and Conditions are **extremely important, and are applicable to and binding upon** each bidder/proposer and will become **contractual to and binding upon** each successful bidder/proposer to whom a contract is awarded. **It is the bidder's/proposer's responsibility and obligation to have read and understood** Laketran's Standard Terms and Conditions. A summary of these terms and conditions follows:

2.1	Independent Contractor	2.42	Davis Bacon Act (Prevailing Wage Rates for Construction Contracts)
2.2	Contractor's Obligation	2.43	Project Sign (Construction Projects Only)
2.3	Buyer's Obligation	2.44	Interest of Members or Delegates to Congress
2.4	Scope of Work	2.45	Conflict of Interest
2.5	Contract Period	2.46	False or Fraudulent Statements and Claims
2.6	Cost	2.47	No Federal Government Obligations to Third Parties
2.7	Performance Bond/Insurance	2.48	Privacy
2.8	Notice to Proceed	2.49	Procurement
2.9	Contract Modification	2.50	Special Requirements for Transit Service Contracts
2.10	Subcontract Approval	2.51	Contract Work Hours and Safety Standards Act as Amended (Construction Projects Only)
2.11	Substitution of Subcontractor/ Independent Contractor	2.52	Copeland "Anti-Kickback" Act as Amended (Construction Projects Only)
2.12	Disadvantaged Business Enterprise	2.53	Seismic Safety (Construction Projects Only)
2.13	Equal Employment Opportunity	2.54	Hatch Act/Work Day and Work Week Standards (for Construction Contracts)
2.14	Noncompliance (EEO/DBE)	2.55	Cargo Preference
2.15	Delivery	2.56	Drug and Alcohol Testing
2.16	Payment	2.57	Clean Air
2.17	Liquidated Damages	2.58	Clean Water
2.18	Taxes	2.59	Energy Conservation
2.19	Inspection	2.60	Recycled Products
2.20	Explanations (Written and/or Oral)	2.61	Certifications
2.21	Audit and Inspection of Records	2.62	Compliance with Laws and Regulations
2.22	Right to Adjust Cost	2.63	Severability of Contract
2.23	Failure to Meet Specifications	2.64	Applicable Law and Jurisdiction
2.24	Quantity and Quality	2.65	Integrated Agreement
2.25	Warranties	2.66	Contractor's Representation
2.26	Indemnification	2.67	Laketran's Understanding
2.27	Hold Harmless	2.68	OEM Part Numbers
2.28	Disputes	2.69	Options, Assignment by Laketran
2.29	Rights Upon Breach	2.70	Non-Smoking Policy
2.30	Notification of Proceedings	2.71	Funding Agencies
2.31	Termination/Breach of Contract	2.72	Jurisdiction
2.32	Assignment	2.73	Promoting COVID-19 Safety
2.33	Covenant Against Contingent Fees	2.74	Notification of Legal Matters that affect the Federal Government
2.34	Patent Rights		
2.35	Release of Information		
2.36	Ownership of Documents		
2.37	Retention of Records		
2.38	Workmens' Compensation Act		
2.39	Social Securities Act/Unemployment Compensation, Etc.		
2.40	Federal Assistance		
2.41	Work Hours Act		

### **3.0 SCOPE OF WORK**

Laketrans seeks competitive sealed bids from experienced and qualified plumbing contractors to provide:

- A flat monthly rate for preventive maintenance plan
- Hourly service rates:
  - Standard daytime rate
  - After hours rate
  - Weekend rate
  - Holiday rate

The purpose of this contract consists of furnishing all labor, materials, tools, equipment and insurance needed to perform plumbing preventative maintenance and repair at Laketrans-owned facilities.

### **3.1 Term**

The term of this contract shall run from March 1, 2022 for a period of one (1) year until February 28, 2023. The annual cost of the preventive maintenance service will be paid by Laketrans in monthly-installments upon receipt of contractor's invoice (provided all documentation has been received). Up to two (2) one-year extensions may be awarded to the vendor. Should either Laketrans or the vendor choose not to renew the option, 90 days advance written notice is required.

### **3.2 Sites**

Contractors will be responsible for preventive maintenance services of plumbing systems at the following Laketrans sites:

Laketrans Headquarters	555 Lakeshore Blvd., Painesville Twp.
Wickliffe Park-n-Ride	29610 Lakeland Blvd, Wickliffe
Frank J. Polivka Lakeland Transit Center	7601 Clocktower Drive, Kirtland

Laketrans shall determine how the Contractor will receive access to the facilities.

Service calls will include the three above named sites in addition to the Eastlake Transit Center located at Classic Park Stadium 35300 Vine St, Eastlake.

If Laketrans expands its facilities during the contract period, negotiations of a new contracted PM rate will occur. On call service rates will remain the same as the original contract.

### **3.3 Deliverables**

The Contractor must furnish the labor, hand tools, general-purpose test instruments, materials,

supervision, transportation/travel, construction equipment, machinery, tools, fuel and equipment necessary to complete all plumbing work at the multiple facilities and locations within Laketran.

The selected contractor(s) must provide hourly rates for labor, on an "as needed" and/or "on call" basis, for providing repairs, maintenance, and replacement (new) plumbing throughout Laketran.

The majority of the work shall be accomplished during the normal work day, however, some of these services, due to emergency situations and special events, may be required at night, on weekends and after normal hours at the hourly rate proposed. This contract shall be able to provide services available to Laketran on a 24 hour 7 day per week basis.

The Contractor shall provide all materials, equipment, fixtures, and labor to complete all maintenance work specified in Appendix #1.

### **3.4 Preventive Maintenance Activities**

- Refer to Appendix #1 for PM activities.
  - All PM's should be based on the manufacturer's recommendations or National Standard Plumbing Code guidelines. Any variance from recommended PM schedule needs to be discussed with Laketran's Maintenance Department prior to the variance occurring.
- Identify repairs on plumbing systems and equipment.
  - Such repair can include but is not necessarily limited to: Backflow preventer failures, pipe leaks, valve leaks, hot water tank failures, expansion tanks circulation pumps.
- Provide a report to Laketran's Maintenance Department identifying the proposed repairs estimated cost, and schedule to complete the repair.
  - Repairs requiring immediate resolution should be communicated directly to Maintenance Department staff as soon as possible.
- To review blue prints for as built of garage and maintenance department drainage, access this Dropbox site -  
<https://www.dropbox.com/sh/ysal1emdi3jo3joe/AABKi6fkW8GHaQq0J8P3MSDCa?dl=0>

### **3.5 Repairs and Service**

Repairs include but are not limited to any failure identified during the PM and service calls initiated by Laketran's Maintenance Department.

Laketran's Maintenance Department has the authority to approve minor repairs on the spot. Repairs discovered during preventive maintenance and completed will be invoiced separately at the contracted labor rate.

Repairs will be assessed for reasonableness such as independent cost estimate. As a government agency, Laketran has a responsibility to the tax payers of Lake County to procure the best work for the best price.

Major repairs will be subject to Laketran requesting quotes from multiple vendors. Major repairs are classified by both the cost of the repair and the immediacy of the need.

### **3.6 Invoicing**

- PMs are billed monthly at the end of the month.
- For repairs/service, after the work has been completed, the Contractor will submit invoices to be verified by Director of Maintenance, Assistant Director of Facility Maintenance, or designee.
- The three sites must be invoiced separately.
- Invoices must clearly state date and time the work was initiated and completed, where the work was completed; what PM activities were completed and/or a detailed breakdown of the hours and materials used to complete the work.
- Laketran is a Net-30 organization.
- Pre-payment is prohibited by the FTA.
  - Laketran can only pay for work after it has been performed.

### **3.7 Hours of Work**

The majority of this work shall be accomplished during the normal work day. PM work should be completed during the normal work day. If the contractor chooses to perform PM activities during nights, weekends, holidays it is up to their discretion. However, work will only be paid at the monthly PM rate.

Repairs completed outside normal working hours, at the contractor's discretion, will also be billed at the normal labor rate.

Emergency repairs, that Laketran requests, outside normal working hours will be billed at the appropriate rate (i.e. night, weekend, or holiday).

### **3.8 Service Calls and Emergency Work**

The winning contractor will be called for all service work and emergency work needed on Laketran's plumbing systems. The Contractor shall within two (2) hours' notice during normal business hours and within four (4) hours notice after hours report to the job site, verify the repair, and proceed with work without delay. The work completed must be in response to an emergency request. All other findings must be noted and reported immediately to Laketran's Maintenance Department.

### **3.9 Clean Work Spaces**

The Contractor shall keep the premises free from accumulation of waste materials or rubbish and shall clean up behind the work as much as reasonably possible during the work progress. At the completion of the work all waste materials and rubbish will be removed from the location, as well as, all tools, construction equipment and machinery so that no further cleaning by Laketran

is necessary. The Contractor shall restore all property which has been disturbed or damaged during the work; and shall leave the area in a neat and presentable condition.

### **3.10 DBE Participation**

A Disadvantaged Business Enterprise goal has not been assigned to this procurement, however, bidders should be aware that if subcontracting opportunities exist at any point throughout the life of the contract that DBE contracting goals will apply. Refer to Form H for more information on good faith efforts and complete page H if you propose to subcontract any work to DBEs.

### **3.11 Bids**

The lowest responsive, and responsible bidder will be awarded the contract. The lowest price will be calculated by the sum of the monthly preventive maintenance costs at all three sites – Laketran Headquarters, Frank J. Polivka Transit Center, and Wickliffe Park-n-Ride.

The Contractor shall complete all required forms – this is a condition of responsiveness.

**4.0 REQUIRED FORMS**

**The following forms must be included with your Bid:**

√		# of Pages	Signature	Notary
	Acknowledgement of Addenda	1	Yes	
	Attachment A - Pricing Form	1	Yes	
	Attachment B - Contact Information and References	1	Yes	
	Attachment C - Lobbying Form	1	Yes	
	Attachment D - Debarment Form	1	Yes	
	Attachment E - Standard Project Assurances	1	Yes	Yes
	Attachment F - Non-Collusion Form	1	Yes	Yes
	Attachment G - Delinquent Personal Property Form	1	Yes	Yes
	Attachment H - Disadvantaged Business Enterprise (DBE) <i>[Note: only complete if hiring subcontractors]</i>	1		
	Attachment I - Bidder Registration Form	1	Yes	
	W-9			
	Certificate of Insurance			
	Pricing list of Services			
	Original and two (2) copies of the bid/proposal and 1 electronic copy on USB or emailed to aaaby@laketran.com			

<b>Any sub-contractors are required to complete Lower Tier Participant Forms Attachments</b>				
		# of Pages	Signature	Notary
	Attachment C2 - Lobbying Form	1		
	Attachment D2 - Debarment Form	1		
	Attachment E2 - Standard Project Assurances	1		
	Attachment F2 - Non-Collusion Form	1		
	Attachment G2 - Delinquent Personal Property Form	1		

Bids shall be good for 90 days after bid opening. Bid price is based on payment of net 30 days. The undersigned understands that terms and conditions demanded other than those in Section 2.0, or listed or referred to above will render the bid unresponsive.

Laketran reserves the right to award a unit price contract for the lowest, responsive and responsible bid/proposal that Laketran deems is in its best interests. Laketran further reserves the right to award one, more than one or no contracts as may be in its best interests.



## **Plumbing PM Schedule Tasks**

All listed service items must be completed in compliance with the manufacture recommendations. If manufacture does not define item the default is once a calendar year.

Each completed scheduled task will require an inspection report and advise of any abnormal conditions or necessary repairs.

### **Floor Drainage**

- Level 3 Bi-Annual (April, October)
  - Check all floor drains to see that all strainers are in place, remove debris as required.
  - ⊖ Check floor drain trap water seal. Shine a flashlight into drain to verify that there is standing water in the trap. Add water as necessary
  - Check all clean outs for blockage, clean out as required.
- Level 4 Annual (April)
  - Flow water thru the drain to ensure proper drainage

### **Garage/Bus Parking Floor Drain Maintenance**

- Level 3 Bi-Annual (April, October)
  - Open all floor drains and clean outs. Clear debris from basin
- Level 4 Annual (April)
  - Jet out each last in line cleanout in the maintenance department and garage to prevent any clogging
    - Wednesday has the fewest number of vehicles in the garage.

### **Mechanicals**

#### **Backflows**

- Level 4 Annual (month Waiting confirmation from utilities)
  - Backflow prevention devices (12)
    - Completely test all backflow prevention devices in domestic water in accordance with manufacturer's recommendations and requirements of the local utility company.
      - 9 at Laketrans Headquarters - City of Painesville Water Department
      - 1 at Wickliffe Park-n-Ride - Lake County Utility
      - 2 at Frank J. Polivka Lakeland Transit Center – Aqua
    - Must be Completed within 30 days of notification from the utility

## **Hot Water Tanks (5)**

- Level 2 Quarterly (March, September)
  - 3 at Laketran Headquarters
  - 1 at Wickliffe Park-n-Ride
  - 1 at Frank J. Polivka Lakeland Transit Center
    - Inspect expansion tanks for leaks and ensure it is set to the proper pressure
    - Check and adjust temperature setting to 120 degrees
    - Inspect circulation pump operation (where applicable)
    - Check igniters (gas) and coils (electric)
    - Inspect backdraft dampeners
    - Pressure relief test
    - Inspect gas lines for damage or leaks
    - Inspect combustion air dampers to confirm proper operation.  
*(Laketran's HVAC vender is responsible for the maintenance of the dampers, this is a secondary check)*
- Level 4 Annual (March)
  - Drain sediment
  - Anode rod inspection.
    - Replace when rod is 50% used.

## **Boiler System**

- Level 3 Bi-annual (March, September)
  - Inspect boiler system expansion tank. Ensure it is at the correct pressure
  - Circulation pump maintenance
    - Visual inspection of the motor mounting.
    - Tighten base bolts as required
    - Lubricate impeller shaft bearings.
    - Check alignment.
  - Air bleeder test to ensure proper operation
  - Visual inspection (in the boiler room) looking for any signs of failures, including but not limited to water lines, valves, gas lines, exhaust stacks, pumps etc.
  - Inspect combustion air dampers to confirm proper operation. *(Laketran's HVAC vender is responsible for the maintenance of the dampers, this is a secondary check)*

Report any deficiency or necessary repairs.

**ACKNOWLEDGEMENT OF ADDENDA**

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

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

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

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

\_\_\_\_\_  
(Name of Individual, Partnership or Corporation)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Authorized Signature) (Title)

## ATTACHMENT A - LAKETRAN PRICING FORM

Preventive maintenance cost is the criteria for assessing the lowest bidder. This is the fee that the Contractor will bill to Laketrans monthly for preventative maintenance activities for plumbing systems and equipment at three Laketrans sites. This monthly fee is inclusive of all labor, equipment, travel and profit. In addition to hourly labor rates as proposed below, Contractors shall provide pricing sheet of common services including drain snaking and drain jetting.

Preventive Maintenance	Monthly Rate 2022-2023	Monthly Rate 2023-2024	Monthly Rate 2024-2025
<b>Laketrans HQ Preventive Maintenance</b>	\$	\$	\$
<b>Frank J. Polivka Transit Center PM</b>	\$	\$	\$
<b>Wickliffe Park-n-Ride PM</b>	\$	\$	\$
<b>Total Monthly Preventive Maintenance Cost</b>	\$	\$	\$

Labor Rate	2022-2023	2023-2024	2024-2025
<b>Standard Service Rate (\$/hr)</b>	\$	\$	\$
<b>After Hours Rate (\$/hr)</b>	\$	\$	\$
<b>Weekend Rate (\$/hr)</b>	\$	\$	\$
<b>Holiday Rate (\$/hr)</b>	\$	\$	\$

Name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email: \_\_\_\_\_

Name of Authorized Individual: \_\_\_\_\_

Signature of Authorized Individual: \_\_\_\_\_

**ATTACHMENT B  
CONTACT INFORMATION FORM**

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

**Primary Contact:**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Back-up Contact:**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**REFERENCES:**

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

**Reference #1**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Work Completed:** \_\_\_\_\_

**Years of Service:** \_\_\_\_\_

**Reference #2**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Work Completed:** \_\_\_\_\_

**Years of Service:** \_\_\_\_\_

**Reference #3**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Work Completed:** \_\_\_\_\_

**Years of Service:** \_\_\_\_\_

**ATTACHMENT C**  
**CERTIFICATION OF PRIMARY PARTICIPANTS**  
**REGARDING RESTRICTIONS ON LOBBYING**

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

By \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

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

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

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

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

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

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

**ATTACHMENT E**  
**CERTIFICATION OF PRIMARY PARTICIPANT**  
**REGARDING STANDARD PROJECT ASSURANCES**

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

1. The Primary Participant hereby agrees that Laketran has the right to reject any and all bids, to waive informality in any bid, to negotiate directly with only qualified respondents, to award one, more than one, or no contracts. Bidder further agrees it shall not dispute the correctness of the quantities used in computing the lowest and best bid.
2. If the Primary Participant is not the parent company, insert below the name and main office address of the parent company. (A parent company is one that owns at least a majority, fifty-one percent of the voting rights and/or assets in that company.) By execution of this section, the parent company acknowledges the Proposer is authorized to submit this Proposal on parent company's behalf.

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

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

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

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

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

***Notary Executes Here:***

Taken, subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_.

My commission expires \_\_\_\_\_.



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

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

State of \_\_\_\_\_,  
County of \_\_\_\_\_,

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

I am \_\_\_\_\_ of \_\_\_\_\_  
(Capacity) (Name of Firm, Partnership, Corporation)

Whose business is \_\_\_\_\_

And who resides at \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

***Notary Executes Here:***

Taken, subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_.

My commission expires \_\_\_\_\_.

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

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

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

\$ \_\_\_\_\_ Delinquent Personal Property Tax \*

\$ \_\_\_\_\_ Penalties \*

\$ \_\_\_\_\_ Interest \*

\$ \_\_\_\_\_ Total \*

\* Mark "N/A" if not applicable

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

***Notary Executes Here:***

Taken, subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_.

My commission expires \_\_\_\_\_.

**ATTACHMENT H - DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM  
INFORMATION FOR BIDDERS**

The only eligible source of Disadvantage Business Enterprise firms is the ODOT Unified Certification Program DBE directory:

<https://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/DBE-Directory.aspx>

DBE Program Purpose:

The DBE program is a federal program operating under the guidance of the United States Department of Transportation (U.S. DOT). Authorization for the program comes from 49 Code of Federal Regulations Part 26 (49 CFR 26).

The overall goal of the DBE program is to ensure that firms owned and controlled by minorities, women, and other socially and economically disadvantaged persons have the opportunity to grow and become self-sufficient in order to create a level playing field on which they can compete fairly for contracts and subcontracts in the transportation industry.

Laketrans recognizes certifications only from the Ohio Department of Transportation Unified Certification Program (UCP).

**Laketrans has set a   0   % DBE participation goal for this contract.**

~~If a DBE goal has been established for this contract, all proposers/bidders must submit the following with their proposals/bids:~~

~~Enclosure 1— Schedule of Subcontractors~~

~~Enclosure 2— Declaration of Proposed DBE Utilization~~

~~Enclosure 3— Affidavit of DBE Intent to Perform as a Subcontractor/Supplier/Consultant~~

~~Enclosure 4— DBE Subcontractor/Consultant Good Faith Effort Log~~

LEGAL NOTICE:

Use of false, fraudulent or deceitful statements, representations or information by a prime contractor or subcontractor in furtherance of satisfying Laketrans's DBE Program requirements or objectives may subject the prime contractor, the subcontractor, or both to legal action pursuant to 49 CFR Part 26, including but not limited to 49 CFR 26.107, in addition to any other legal remedies available to Laketrans under the contract or pursuant to applicable law.

Laketrans Contact Person:

If you are in need of assistance, or have questions regarding Laketrans's DBE Program, please contact: Laketrans DBE Liaison Officer at 555 Lakeshore Blvd., Painesville Twp., OH 44077 or [aaaby@laketrans.com](mailto:aaaby@laketrans.com).

**ATTACHMENT I**  
**Laketrans BIDDERS REGISTRATION FORM**

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

Legal Name of Business \_\_\_\_\_

Contact Person's Name (first, last) \_\_\_\_\_

Age of your business (in years) \_\_\_\_\_

Type of Business (choose all that apply)

- |   |   |
|---|---|
| <input type="checkbox"/> Advertising  | <input type="checkbox"/> Fuel Systems and Technology            |
| <input type="checkbox"/> Architecture   | <input type="checkbox"/> Functional Capacity Assessment         |
| <input type="checkbox"/> Auction Services                                       | <input type="checkbox"/> Graphic Design                         |
| <input type="checkbox"/> Automobile Sales or Distributor                        | <input type="checkbox"/> HVAC                                   |
| <input type="checkbox"/> Bicycle  | <input type="checkbox"/> Industrial Equipment & Components      |
| <input type="checkbox"/> Bus and Automobile Maintenance Products and Services   | <input type="checkbox"/> Lawn & Landscaping                     |
| <input type="checkbox"/> Bus Exterior Products/Services                         | <input type="checkbox"/> Marketing                              |
| <input type="checkbox"/> Bus Interior Products/Services<br>faxes                | <input type="checkbox"/> Office Products including printers and |
| <input type="checkbox"/> Bus Manufacturer                                       | <input type="checkbox"/> Printing Services                      |
| <input type="checkbox"/> Bus Sales or Distributor                               | <input type="checkbox"/> Roofing                                |
| <input type="checkbox"/> Bus Technology   | <input type="checkbox"/> Security Systems                       |
| <input type="checkbox"/> Cleaning or Janitorial                                 | <input type="checkbox"/> Signage                                |
| <input type="checkbox"/> Computer Services & IT                                 | <input type="checkbox"/> Snowplowing & Snow Removal             |
| <input type="checkbox"/> Construction (includes Roofing, Windows, Cement, etc.) | <input type="checkbox"/> Technology                             |
| <input type="checkbox"/> Consulting Services                                    | <input type="checkbox"/> Telecommunications                     |
| <input type="checkbox"/> Engineering Services                                   | <input type="checkbox"/> Temporary Employment Agency            |
| <input type="checkbox"/> Fare Collection and Fare Technology                    | <input type="checkbox"/> Transit Partner                        |
| <input type="checkbox"/> Financial, Banking, & Auditing                         | <input type="checkbox"/> Uniforms & Shoes                       |
| <input type="checkbox"/> Fuel   | <input type="checkbox"/> Utilities - electric, plumbing, sewer  |
| <input type="checkbox"/> Other - describe using key words _____                 | <input type="checkbox"/> Vehicles (non-bus)                     |

Business Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ Zip Code \_\_\_\_\_

Email Address \_\_\_\_\_ Website URL \_\_\_\_\_

Gross Annual Receipts – circle the category that best applies to your business. [A requirement per 49 CFR Part 26.11.]

\$0 - \$500,000    \$500,000 - \$1 million    \$1 million - \$2 million    \$2 million - \$ 5 million    \$5 million or more

Is your business registered as a DBE?                       YES                       NO

**The following forms are to be completed only by any sub-contractors performing work on this project.**

**ATTACHMENT C-2**  
**CERTIFICATION OF LOWER-TIER PARTICIPANTS**  
**REGARDING RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_(Name and Title of Authorized Official), hereby certify on behalf of \_\_\_\_\_ (Name of Subcontractor) that:

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

**ATTACHMENT D-2**  
**CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING**  
**DEBARMENT, SUSPENSION, AND OTHER**  
**RESPONSIBILITY MATTERS**

The Lower Tier Participant (potential subcontractor under a major third party contract) \_\_\_\_\_, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

If the Lower Tier Participant (potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

**THE LOWER-TIER PARTICIPANT (POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT), \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C., SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.**

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

**ATTACHMENT E-2  
CERTIFICATION OF LOWER-TIER PARTICIPANT  
REGARDING STANDARD PROJECT ASSURANCES**

The Lower Tier Participant (applicant for a potential subcontractor for a major third party contract), \_\_\_\_\_  
\_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

1. The Lower Tier Participant hereby agrees that Laketran has the right to reject any and all bids, to waive informality in any bid, to negotiate directly with only qualified respondents, to award one, more than one, or no contracts. Bidder further agrees it shall not dispute the correctness of the quantities used in computing the lowest and best bid.
2. If the Lower Tier Participant is not the parent company, insert below the name and main office address of the parent company. (A parent company is one that owns at least a majority, fifty-one percent of the voting rights and/or assets in that company.) By execution of this section, the parent company acknowledges the Proposer is authorized to submit this Proposal on parent company's behalf.

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

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

The Lower Tier Participant certifies that it is not on the Controller General's list of ineligible contractors. The Lower Tier Participant further acknowledges the provisions of Section 1001 of Title 18, U.S.C., apply to any assurance or submissions under this section.

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

***Notary Executes Here:***

Taken, subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_.

My commission expires \_\_\_\_\_.



**ATTACHMENT F-2  
CERTIFICATION OF LOWER-TIER PARTICIPANT  
REGARDING NON-COLLUSION**

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

State of \_\_\_\_\_,  
County of \_\_\_\_\_,

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

I am \_\_\_\_\_ of \_\_\_\_\_  
(Capacity) (Name of Firm, Partnership, Corporation)

whose business is \_\_\_\_\_

and who resides at \_\_\_\_\_

and that \_\_\_\_\_  
(Give names of all persons, firms, or corporation interested in the bid)

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

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

***Notary Executes Here:***

Taken, subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_.

My commission expires \_\_\_\_\_.

**ATTACHMENT G-2  
CERTIFICATION OF LOWER-TIER PARTICIPANT REGARDING  
DELINQUENT PERSONAL PROPERTY STATEMENT**

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

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

\$ \_\_\_\_\_ Delinquent Personal Property Tax \*

\$ \_\_\_\_\_ Penalties \*

\$ \_\_\_\_\_ Interest \*

\$ \_\_\_\_\_ Total \*

\* Mark "N/A" if not applicable

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

***Notary Executes Here:***

Taken, subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_.

My commission expires \_\_\_\_\_.