



The regional transit authority for Lake County

Address: 555 Lake Shore Boulevard • Painesville, Ohio 44077

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

REQUEST FOR QUALIFICATIONS

for

OWNER'S REPRESENTATION SERVICES

Statement of Qualifications due: August 10, 2022 at 12:00 p.m.

Pre-proposal meeting will be held on August 1, 2022 at 2:00 p.m. at Laketransit Headquarters 555 Lakeshore Blvd., Painesville Twp., OH 44077.

Contact:

Andrea Aaby, Director of Compliance & Development

440-350-1022

aaaby@laketransit.com

1.0 GENERAL

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

1.1 Purpose

Laketran and the Board of Trustees seeks proposals from qualified firms for Owners Representation Services. Seeking a team experienced in the construction of complex publicly funded civil engineering / infrastructure in a building that will remain in use during construction.

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

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

1.2 Due Date and Location

Proposals are due in Laketran's offices by: August 10, 2022 at 12:00p.m.

Proposals received after that date and time will not be accepted. Laketran's offices are located at 555 Lake Shore Boulevard, Painesville Township, Ohio 44077.

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

RFQ Owner's Representation

7/27/22

- Proposer bears total responsibility for ensuring their proposal is complete and arrives on time.
- Proposals submitted by electronic submission will not be considered.
- Proposer must comply with each and every requirement of this RFP to be considered responsive.

1.3 Schedule

See Section 3.0 Scope of Work.

1.4 Length of Time Proposals Shall be Good

Proposals shall be good for ninety (90) days.

The length of time proposals shall be good - plus the schedule for the project - will be

automatically extended by the amount of time required for Laketran and the Federal Transit Administration to process any Single Proposal (Section 1.23 below).

1.5 Number of Copies and Delivery

One (1) original plus six (6) copies of Statement of Qualifications must be submitted. Please include one (1) electronic copy of the proposal(s) either on USB or emailed to aaaby@laketran.com (this is for administrative purposes only).

1.6 Proposal Bond, or Certified or Cashier's Check

Not Required.

1.7 Performance Bond

Not Required.

1.8 Insurance

The successful proposer shall maintain throughout this assignment the following insurance coverages:

- a) Workers Compensation statutory coverage.
- b) Insurance shall have commercial general liability limits of \$1 million per occurrence for bodily injury, personal injury and property damage. Minimum general aggregate shall be \$1 million.
- c) Automobile liability limit shall be at least \$1 million per accident for bodily injury and property damage where applicable.
- d) Ohio stop gap employer's liability with a \$1 million limit.
- e) Laketran, its officials, agents, employees and volunteers shall be named as an additional insured. This coverage shall be primary to the additional insured's and not contributing with any other insurance or similar protection available to the additional insured whether available coverage is primary, contributing or excess.
- f) All subcontractors to the prime contractor shall be included under the prime contractor's policies or shall finish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all requirements of this section.
- g) All coverages shall be written on an occurrence basis.
- h) All must give Laketran at least 30 days written notice of cancellation, non-renewal and/or material changes.

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

1.9 Minimum Specifications

The specifications contained in this IFB/RFP are the minimum specifications needed to meet

Laketrans needs.

1.10 Request for Clarification/Approved Equal (RFAE)

Not required.

1.11 Disadvantaged Business Enterprise (DBE)

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

It is the policy of the Department of Transportation (DOT) that DBE's, as defined in 49 CFR, Parts 23 and 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Although the DBE goal for this procurement is 0%, LAKETRAN welcomes DBE participation.

1.12 Buy America Certification

Not Required.

1.13 Presentations

Laketrans may ask Proposer to explain elements of their proposal.

1.14 Inquiries

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

1.15 Clarifications, Approved Equals, Supplements

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

1.16 Form of Proposal

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

Unless otherwise specified in this RFP, only the forms prescribed in Section 4 shall be included with your proposal. Additional material is not required and will not be reviewed.

1.17 Explanations (Written and/or Oral)

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

1.18 Alternate Proposals

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

1.19 Withdrawal of Proposal

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

1.20 Consideration of Proposal

ORC 9.28 stipulates that for RFPs no information will be released about any proposer or proposal until a contract award is made.

1.21 Rejection or Acceptance of Proposal

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

1.22 Unacceptable Proposals

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

1.23 Tie-Breaking (IFB only)

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

1.24 Right to Perform Pre-Award Survey (IFB only)

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

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

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

1.26 Vehicle Trade-ins

Not Required.

1.27 Form of Bid

Not Required.

1.28 Award of Contract

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

1.29 Contractual Terms and Conditions

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

1.30 Cost of Preparation

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

1.31 Additional Information, Rejection

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

1.32 Terminology

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

1.33 Late Proposals

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

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

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

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

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

1.34 Protests

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

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

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

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

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

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

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

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

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

1.35 Addenda to RFP

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

1.36 Notice of Commencement

Not Required.

2.0 TERMS AND CONDITIONS IN CONTRACT FORM

To reduce paper consumption, the standard terms and conditions which shall apply to this procurement are not contained here. They can be found in a separate document entitled "Laketran Standard Contractual Terms and Conditions", which is available upon request. And is posted on our website at www.laketran.com. Laketran's Standard Terms and Conditions **are hereby incorporated by reference into and made a part of this 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	Interest of Members or Delegates to Congress
2.3	Buyer's Obligation	2.44	Conflict of Interest
2.4	Scope of Work	2.45	False or Fraudulent Statements and Claims
2.5	Contract Period	2.46	No Federal Government Obligations to Third Parties
2.6	Cost	2.47	Privacy
2.7	Performance Bond/Insurance	2.48	Procurement
2.8	Notice to Proceed	2.49	Special Requirements for Transit Service Contracts
2.9	Contract Modification	2.50	Contract Work Hours and Safety Standards Act as Amended
2.10	Subcontract Approval	2.51	Copeland "Anti-Kickback" Act as Amended
2.11	Substitution of Subcontractor/ Independent Contractor	2.52	Seismic Safety
2.12	Disadvantaged Business Enterprise	2.53	Hatch Act/Work Day and Work Week Standards
2.13	Equal Employment Opportunity	2.54	Cargo Preference & Fly America
2.14	Noncompliance (EEO/DBE)	2.55	Drug and Alcohol Testing
2.15	Delivery	2.56	Clean Air
2.16	Payment	2.57	Clean Water
2.17	Liquidated Damages	2.58	Energy Conservation
2.18	Taxes	2.59	Recycled Products
2.19	Inspection	2.60	Certifications
2.20	Explanations (Written and/or Oral)	2.61	Compliance with Laws and Regulations
2.21	Audit and Inspection of Records	2.62	Severability of Contract
2.22	Right to Adjust Cost	2.63	Applicable Law and Jurisdiction
2.23	Failure to Meet Specifications	2.64	Integrated Agreement
2.24	Quantity & Quality	2.65	Contractor's Representation
2.25	Warranties	2.66	Laketran's Understanding
2.26	Indemnification	2.67	OEM Part Numbers
2.27	Hold Harmless	2.68	Options, Assignment by Laketran
2.28	Disputes	2.69	Non-Smoking Policy
2.29	Rights Upon Breach	2.70	Funding Agencies
2.30	Notification of Proceedings	2.71	Jurisdiction
2.31	Termination/Breach of Contract	2.72	Promoting COVID-19 Safety
2.32	Assignment	2.73	Notification of Legal Matters that affect the Federal Government
2.33	Covenant Against Contingent Fees	2.74	Prohibition on certain telecommunications & video surveillance services or equipment.
2.34	Patent Rights	2.75	Solid Wastes
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

SCOPE OF WORK

Laketrans will go out to bid for the renovation and construction of an addition at our Headquarters Building. This building houses the entirety of our operations and includes administrative offices, customer service call center, maintenance, dispatch, and bus garage. The Architect of Record is Bowen+.

The selected Owner's Representative (OR) will be required to provide all services necessary and required for the inspection, management, coordination, and administration of the project, from commencement through substantial completion, final acceptance, and project close-out.

The selected Owner's Representative shall not be permitted to bid on or perform any of the actual construction on the project, nor shall any construction firm controlled or partially owned by the Owner's Representative be allowed to bid on or perform work on the project. The actual construction work on the project shall be awarded through a competitive bid process.

Schedule

The following schedule will be followed for this procurement:

July 18, 2022	Issuance of RFQ
August 1, 2022 at 2:00 p.m.	Pre-Proposal Conference at Laketrans HQ
August 4, 2022 at 4:00 p.m.	Final Day for Questions
August 8, 2022 at 2:00 p.m.	Laketrans will respond to all questions by this deadline
Aug 10, 2022 at 12:00 p.m.	Statement of Qualifications Due
August 24, 2022	Firms notified that they are invited to interview and interview dates schedule.
August 29 – September 2 Interviews will be scheduled at 10:00 a.m. or 2:00 p.m.	Interviews with the top three (3) firms
September 7, 2022	Deadline for Laketrans Board of Trustees Special Project Committee to finalize selection
September 7-15, 2022	Negotiations with top ranked firm
September 26, 2022	Resolution to approve the award of the contract is presented at the Board of Trustees Meeting

Phase I Pre-Construction Services

OR services will be broken up into two phases. Phase I is pre-construction, pre-solicitation of the prime construction contractor.

OR will work with Laketran's management team to:

- Review of the plans, noting possible conflict and/or cost savings
- Constructability and/or schedule concerns with potential mitigation efforts

Timeline

Plan review must be completed within 20 calendar days of receipt of the fully executed agreement.

Deliverables

OR will present summary of findings to the Laketran Board of Trustees Special Projects Committee.

Phase II Construction Services

After formal, competitive solicitation of the construction contractor, OR will fulfill the following services:

- Provide oversight and coordination of the project on behalf of Laketran to effectively balance costs, time, and quality.
- Work with Laketran, Architect, and Contractor; monitor construction workmanship, review contractor pay estimates.
- Act as a safety advocate on Laketran's behalf.
- Monitor Contractor's interactions with Laketran employees in order to mitigate inappropriate interactions.
 - Laketran sub-contracts cleaning of the facility and vehicles to Deepwood Community Employment Services which employs members of the developmentally disabled community.
- Prepare responses to Requests for Information (RFIs).
- Assist Laketran in processing needed approvals and responding to Requests for Information in a timely manner.
- Manage Owner/Architect/Contractor coordination meetings. Facilitate monthly progress meetings, weekly project status meetings, and other on-site coordination conferences.
- Field inspections.
- Document and coordinate any Contractor requested change orders to project and all approved/denied requests for those changes.
- Provide administration of documents, correspondence, permitting and inspection results.
- Provide clear and regular communication with Laketran regarding construction progress, workmanship, plan conflicts, and contractor questions.
- Manage and oversee Contractor badging and security processes.
- Advise on resolution of claims and disputes.

- Evaluate the Contractor’s suggestions for modifications to the Contract Documents and provide recommendations to Laketran.
- Assist with the final inspection by design staff.
- In addition to the Contractor the OR shall maintain a redline set of drawings to be used for preparation of the record drawings.
- Disadvantaged Business Enterprise (DBE) Compliance.
 - Monitor prompt payments of DBEs and other subcontractors.
 - Monitoring that work committed to DBEs at contract award or subsequently (*e.g.*, as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. This mechanism must include a written certification OR has viewed contracting records and monitored work sites in your state for this purpose. The monitoring to which this paragraph refers may be conducted in conjunction with monitoring of contract performance for other purposes.
- Prevailing wage monitoring.
- Materials Management, Testing and Certification (inclusive of Buy America).
- Coordinate close-out activities including the correction of deficiencies, completion of punch list items, submittal of close-out documents, and resolution of unresolved claims.
- Coordinate with contractor to ensure submittal of all project documentation including files, records, complete set of as-built drawings, submittals, samples, and other information to Laketran in an organized and usable form.
 - Must include documents in electronic format

Timeline

Construction is estimated to take 20-24 months.

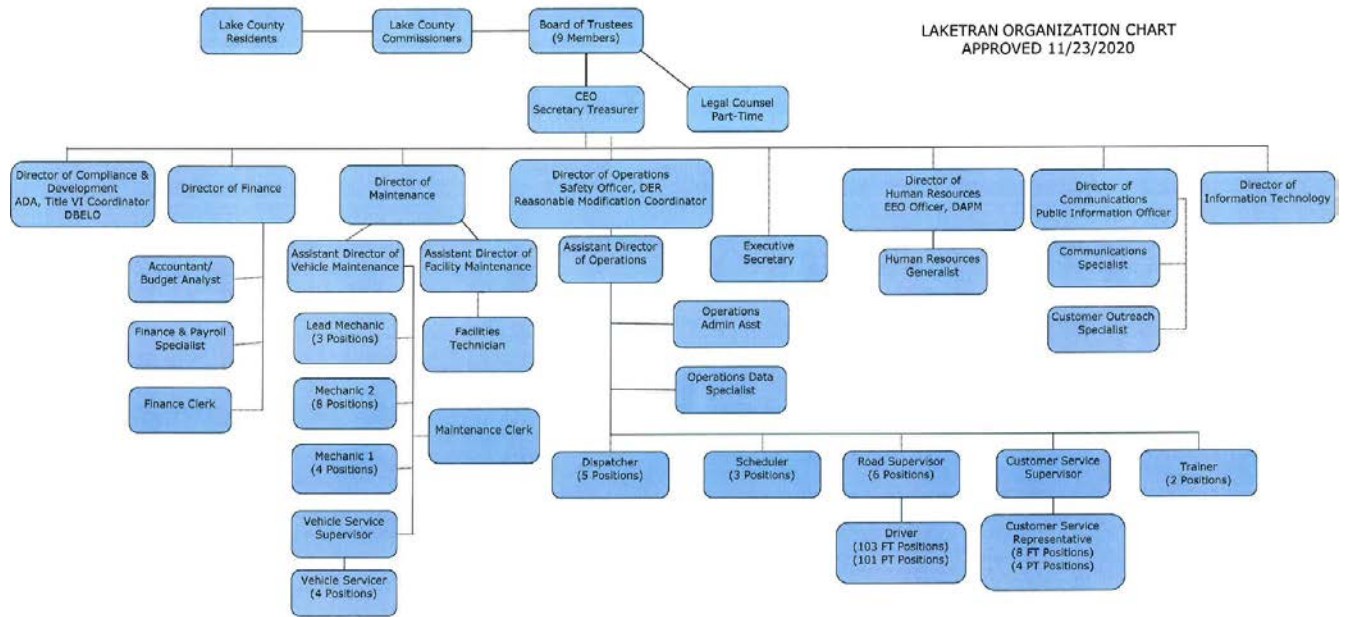
Deliverables

As described above and includes:

- Minutes for all meetings attended
- Monthly reports/feedback on documents reviewed and progress
- Reports of each testing performed
- Reports on field inspections

Reporting Structure

All communication between the OR and Laketran will be handled through the CEO and/or his designee. Laketran Organization Chart is provided below.



Construction Summary

The construction project involves renovations of all occupied spaces and construction of a 26,995 sqft addition to the bus garage and a 11,120 sqft addition of office and storage space.

The building will remain in use and occupied during construction. There will be regular bus and employee vehicle traffic in and out of the facility. There is one driveway. Laketrans’s Route 8 stops hourly at the bus stop located on the property. Is it imperative that bus operations are not impacted by construction activities. Laketrans operates Monday – Saturday. Laketrans will not shut down operations during construction.

Public transportation operations facilities such as Laketrans have unique technology concerns and requirements. At no point during operating hours can there be any impact to the network. The OR will be responsible for maintaining Laketrans’s ability to serve the public during construction. The OR will be responsible for understanding what work the contractor is scheduled ensure that work will not impact Laketrans’s ability to provide service or an adequate back up plan has been created before the work commences.

Funding Source

Laketrans has received funding for construction from the Federal Transit Administration.

Questions

All questions regarding the procurement process, scope of work, and/or forms must be sent in writing to Andrea Aaby, Director of Compliance and Development, at aaaby@laketrans.com. All questions will be answered in a timely fashion with all responses sent to the entire pool of potential proposers.

Questions asked and answered through any other process will not be considered binding.

Budget and Payment

Laketrans Board of Trustees Special Project Committee has set the project budget in the range of 1% - 4% of the engineer's estimate - \$21,870,314. The Laketrans Board of Trustees will award a contract at a cost not-to-exceed.

Laketrans can only pay for work that has been performed. All invoices must clearly state the work performed and time period covered.

Statement of Qualifications

The Statement of Qualifications (SOQ) should be no longer than 20 pages. This page limit does not include a cover letter and the mandatory forms.

- The Statement shall be completed by each firm in such detail as to facilitate a complete and comprehensive analysis by Laketrans. The Statement shall be organized to concisely provide the following information and documents. Note the submittal shall only reflect staff expected to manage or actively engage on the project.
- Present the capabilities, skills, and experience of the designated project manager. The designated project manager will lead the consultant's team and be Laketrans's single point of contact on this Project.. Changes to the project manager position must be approved by Laketrans.
- Provide a detailed list of all sub-consultants planned to be utilized for the Project, the work they will perform on the project, and qualifications of the firm and key staff.
- Firm overview should include general history, services provided, and experience.
- Relevant projects of similar nature completed by the prime consultant and sub-consultants. This information may be presented in a table format. Include:
 - Description of the project, and the services your firm provided for the project.
 - Name, title and role of key personnel that worked on the project that will participate on the project team.
 - Project status and cost (estimated or as constructed).
 - Start and completion dates for the project.
 - Name, title, email address and telephone number of the client contact most familiar with your services on the project.
 - Project funding (e.g. Public, Private, State, Federal).
- Provide your project team's vision of how best to support Laketrans during construction.
 - Identify any specific innovative solutions resulting in improved project delivery such as technology and/or software that will be used.

- Describe the anticipated working relationship between the prime consultant and sub-consultants and the history of collaboration between firms on the team.
 - Teams are expected to provide a single point of contact.
 - Describe each firm’s role within the team and how specific personnel with relevant expertise will be utilized for the Project.
 - Describe the communication plan.
- Provide your project team’s response to the Scope of Work provided in Section 2.
 - Modifications to improve project efficiency are encouraged.
- Demonstrate your team’s capacity to undertake this project.
 - The firm shall demonstrate the capacity and ability to meet the proposed project schedule.
 - Provide a general table listing each firm’s present significant projects, including anticipated dates of completion, and any heavy workload considerations or deadlines.
- Team’s Benefit to Project
 - Describe your team’s reason for interest in this Project, anticipated value to the Project.
- Financial Information (Prime Consultant Only)
 - Identify any work that was awarded to you as a prior iteration of company that you failed to complete, explaining where, when and why.
 - Identify any contracts on which you have defaulted, explaining where, when and why.
 - Identify any significant claims, lawsuits, judgments or defaults pending against you, including, as applicable, the name of the lawsuit, jurisdiction, amount of possible judgment and any other pertinent details.
 - Provide a bank reference.

Evaluation Criteria

Laketran will establish an Evaluation Committee comprised of, at minimum, the CEO and the Board of Trustees Special Projects Committee (four members). Other members of the Evaluation Committee may be added at the discretion of Laketran and the Board of Trustees.

Statement of Qualifications

The Evaluation Committee will review each Statement of Qualifications and evaluate the SOQ using the following criteria:

Evaluation Criteria	Maximum Points
Project understanding including site operations & construction oversight approach	25

Experiences and references of the firm – additional consideration will be given to firms with experience working with publicly funded projects.	25
Qualifications of the staff – including project manager’s capabilities and experience. Sub-consultants’ qualifications.	25
Past performance on relevant projects and references – additional consideration will be given to firms with experience on projects that involve occupied and operating buildings.	25
Total Points Awarded	100

Interviews

Upon completion of the scoring and ranking of the SOQ, the Evaluation Committee will interview the three (3) top ranked firms. The Evaluation Committee reserves judgement to interview additional or fewer firms as the they see fit. Only firms that progress to the interview phase will be eligible to be awarded the contract.

- This will be the firm’s opportunity to present their qualifications and make their case as the best firm for the project.
- Interviews will take place in person at Laketran Headquarters.
- The main point of contact proposed by the firm is expected to be in attendance.

Each interview is expected to last one hour. Interviews are scheduled to take place during the following dates and times:

- August 29th at 2:00pm
- August 30th at 10:00am or 2:00pm
- August 31st at 10:00am or 2:00pm
- September 1st at 10:00am or 2:00pm
- September 2nd at 10:00am

Interviews will be evaluated using the following criteria:

Evaluation Criteria	Maximum Points
Working relationship between Firm, proposed staff, and Laketran staff and the Board of Trustees – includes proposed communication plan.	25
Understanding of the Scope of Work	25
Experiences and references of the firm – additional consideration will be given to firms with experience on projects that involve occupied and operating buildings.	25
Qualifications of the staff - additional consideration will be given to staff who have experience working with public agencies and/or transit agencies.	25

Total Points Awarded	100
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The winning firm will be the responsive, responsible firm with the highest score based upon the interview phase only.

4.0 REQUIRED FORMS

The following forms must be included with your SOQ:

	# of Pages	Signature	Notary
Acknowledgement of Addenda	1		
Attachment B - Contact Information and References	1		
Attachment C - Lobbying Form	1		
Attachment D - Debarment Form	1		
Attachment E - Standard Project Assurances	1		
Attachment F - Non-Collusion Form	1		
Attachment G - Delinquent Personal Property Form	1		
Attachment H - Disadvantaged Business Enterprise (DBE) <i>[Note: only complete if hiring subcontractors]</i>	1		
Attachment I - Bidder Registration Form	1		
W-9			
Certificate of Insurance			
Original and six (6) copies of the SOQ and 1 electronic copy on USB or emailed to aaaby@laketrans.com			

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.

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

Name _____

Company _____

Address _____

Phone _____ Email: _____

Name of Authorized Individual: _____

Signature of Authorized Individual: _____

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

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

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

(Name of Individual, Partnership or Corporation)

(Address)

(Authorized Signature) (Title)

**ATTACHMENT B
CONTACT INFORMATION FORM**

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.

ATTACHMENT I
Laketrans BIDDING 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
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