



The regional transit authority for Lake County

Street Address: 555 Lake Shore Boulevard • Painesville, Ohio 44077

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

REQUEST FOR PROPOSALS

for

JANITORIAL SERVICES AT LAKETRAN HEADQUARTERS

PROPOSALS DUE BY: September 30, 2022 at 12:00 p.m.

Pre-Proposal Conference: September 14, 2022 at 10:00 a.m.

In-person at Laketransit Headquarters 555 Lakeshore Blvd. Painesville Twp.

Will include a tour of the facility and question-answer period.

Date Issued: August 31, 2022

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 seeks proposals from qualified firms to provide janitorial and cleaning services at Laketrans Headquarters.

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: September 30th at 12:00 p.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:

RFP Janitorial
9/30/22

- 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

The following schedule will be followed for this procurement:

August 31, 2022	Issuance of RFP
September 14, 2022 at 10:00 a.m.	Pre-Proposal Conference at LAKETRAN HQ
September 30, 2022 at 12:00 p.m.	Proposals Due
October 24, 2022	Laketrans Board of Trustees approves contract award

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 two (2) copies of proposal(s) must be submitted. Please include one (1) electronic copy of the proposal(s) either on USB or emailed to aaaby@laketrans.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 LAKETRAN's needs.

1.10 Request for Clarification/Approved Equal (RFCAE)

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

- Please note the items specified herein were selected through product comparisons and evaluation.
- Proposed alternates must match dimensions, finishes, performance and design features of the products specified herein.
- Catalogs, product information and/or specifications must accompany all RFCAE's.
- Bidders/proposers whose product or service exceeds the minimum specifications herein need not submit an RFCAE. Such bidders/proposers may be required to prove they exceed these minimum specifications before being awarded a contract.

1.11 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 LAKETRAN 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

LAKETRAN 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)

LAKETRAN 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)

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

1.26 Vehicle Trade-ins

Not Required.

1.27 Form of Bid

Not Required.

1.28 Authorized Negotiators

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

1.29 Award of Contract

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

LAKETRAN reserves the right to award one, more than one or no contracts as LAKETRAN deems to be in its best interests. If an RFP, LAKETRAN further reserves the right to make an award on the basis of an original proposal(s) without any negotiating with any offeror.

1.30 Contractual Terms and Conditions

The terms and conditions of any contract that results between LAKETRAN and the successful Proposer are discussed in Section 2. This will be a one year firm fixed price contract term with options of two (2) additional years at the sole discretion of LAKETRAN.

1.31 Cost of Preparation

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

1.32 Additional Information, Rejection

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

1.33 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.

1.34 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.

1.35 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.

1.36 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.

1.37 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.laketrans.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	Laketrans Understanding
2.26	Indemnification	2.67	OEM Part Numbers
2.27	Hold Harmless	2.68	Options, Assignment by Laketrans
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

Laketrans is looking for janitorial services for our Headquarters facility located at 555 Lakeshore Blvd., Painesville Twp., Ohio. A clean environment protects both employees and riders as well as reflects the world class service that Laketrans delivers to the community.

3.1 Janitorial Services

Laketrans Headquarters employee offices and assembly areas equals roughly 25,809 square feet. Laketrans requires janitorial services Monday-Friday for administrative offices and employee areas.

The building is open to the public from 8:00 a.m. to 4:30 p.m. Loud activities, such as vacuuming, cannot take place in administration or operations office areas during the hours that we are open to the public. Customer service, dispatch, and maintenance are not restricted by this time frame because of the working hours exceed the open to public hours.

The following daily, weekly, and monthly items are expected to be “reasonably clean.” Reasonably clean is defined as: where a surface, item or thing is completely free from dirt, marks or stains and cannot be further enhanced by washing, scrubbing, brushing or wiping.

3.1.1 Daily Activities

- Vacuum all carpeted areas and rugs
- Sweep and mop any tile areas
- Dust all furniture and tables
 - Wipe outside of fridges
 - Clean microwaves inside and out
 - Wipe down countertops, table, and chairs (including disinfecting after cleaning)
 - Restock spare/extra paper towels
- Clean restrooms
 - Clean toilets, sink, mirrors
 - Restock all items including feminine products
- Clean all glass, mirrors, and windows of smudges and finger prints
- Sanitize all touch points
- Empty Trash/Recycling containers in each office and communal receptacles in breakrooms, copier areas, etc.
 - Trash can be disposed of in Laketrans’s dumpsters.
 - Laketrans uses single stream recycling as part of our commitment to the environment and sustainability.
 - Paper is recycled separately from plastic and metal.
- All furniture moved by the Contractor’s employees during the performance of the work shall be returned to its appropriate location.
 - Additionally, all other office furniture such as chairs and waste receptacles

shall be returned to their appropriate locations.

- All visible litter such as paper, rubber bands, paper clips, chewing gum, etc., shall be picked up or swept and placed in a waste collection container.

3.1.2 Weekly Activities

- Mondays: Thoroughly dust mailboxes and lockers (Including above eye level).
- Tuesdays: Dust all window ledges and blinds.
- Wednesday: Dust suspended light fixtures, high tops of doors, partitions, mirrors and air vents.
- Thursdays: Polish all drinking fountains, and clean and sanitized around restroom partitions and ceramic tile walls, focused around toilets, urinals, and sinks.
- Friday: Using Laketran's provided floor machine in place of standard mopping, thoroughly clean all VCT and ceramic tile floors. Scrub and scour sinks in all kitchenettes / breakrooms.

3.1.3 Monthly Activities

- High dusting of air vents, tops of doors, ceiling corners and edges.
 - High dusting is defined as the removal of dust, cobwebs, oily film, etc., from all fixtures above seven (7) feet. This includes lights, grilles, light fixtures, pipes, sprinkler systems, cables, ledges, walls, ceilings, vents, etc. High dusting shall be accomplished by using treated dust cloths, treated dusting tools, a damp sponge, and a tank vacuum with crevice tool, brush attachment and wall attachments. After high dusting, all areas and surfaces from the top of the floor above seven (7) feet shall be free from all types of soil removable by dusting or damp wiping, and shall blend in with the area below seven (7) feet high.
- Dust all baseboards and flush out all floor drains in every restroom.
- Vacuum blinds
- Vacuum carpet edges and corners along walls and partitions.

3.1.4 Fall and Spring Activities: April & November

- Vacuum upholstered furniture to remove dust and lint
- Wash windows inside and out

Laketran will provide the following items to the Contractor:

- Vacuums – mistreatment will result in vendor's expense
- Shop Vacuum
- Mobile trash can and cart
- All-purpose cleaning solution (Envirox Orange)
- Disinfectant
- Spray bottles
- Mops and buckets
- Brooms and dustpans

- Refillable items such as hand soap, hand towels, hand sanitizer, toilet paper
- Office floor scrubber

3.2 Professional Conduct

Contractors and their employees are expected to meet the following minimum standards of professional conduct:

- Maintain a neat and clean appearance and wear proper Contractor identification during all times while working at Laketran.
 - Wear proper identification and (i.e., uniform shirts, smocks, coveralls or Laketran issued contractor's badge)
- Abide by all applicable OSHA, CDC, and Laketran safety rules.
- The Contractor shall use all utilities conservatively and shall be responsible for damages associated with use of facilities.
- The Contractor shall refrain from eating, drinking or smoking while on duty except for during designated breaks in appropriate areas.
 - Laketran properties are Tobacco Free. No employees or contractors are permitted to use tobacco or vape on the premises.
- The Contractor shall not disturb papers on desks, open drawers or cabinets use office telephones, office equipment, televisions or radios. Theft of any items shall be grounds for dismissal.
- Be adequately trained to perform the cleaning services.
- Due to the micro-organisms found in restrooms, etc., and due to the chemicals used in cleaning these types of rooms, all persons working in these types of rooms shall be appropriately trained in cleaning and working with bio-hazards and shall be provided with and required to wear rubber gloves and other protective equipment as necessary while cleaning these areas.
- Be briefed on contract requirements and standard cleaning specifications and procedures and be knowledgeable of same.
- Custodial workers should never attempt to clean computer equipment.

3.3 Supervision

Contractor shall provide all supervision as may be necessary to oversee its personnel:

- The Contractor's site supervisor shall be a qualified and trained person whom, on a full time basis and is designated in writing, as the Contractor's representative at the site. Any person who functions as a cleaner is not considered a supervisor.
- Contractor shall exercise all supervisory control and general control over all day-to-day operations of their employees, including control over all workers' duties. At the conclusion of each service, the Contractor shall inspect the facility for completion and performance quality of the required services. The Contractor shall also be responsible for payment of all wages to employees, taxes and fringe benefits or unemployment compensation, etc. The Contractor shall discipline their employees, as needed including but not limited to firing and hiring.

- Laketran may require the Contractor to immediately remove any employee(s) from the agency's premises for just cause. The Contractor will assume any and all responsibilities relating to this removal. Any employee so removed may not be placed back at the job site without prior Laketran approval.

3.4 Safety

- Contractor shall be responsible for instructing all Contractor personnel in proper use of equipment and cleaning supplies and shall take all necessary safety precautions and provide all supplies necessary (safety signage, portable barrier fences, etc. as needed for the safe and efficient Contractor operations. Appropriate certification of training may be required.
- The Contractor shall post appropriate signage and barriers, etc. as needed to be used during closure of restrooms, doors, wet areas, etc. as needed for safe and efficient Contractor operations. Any area made hazardous by the performance of services (wet floors, etc.) should not be left unattended or unmarked while hazardous. Signs shall always be available and shall be placed in hazardous areas, such as: "Caution – Wet Floor". When the hazard is resolved, the signage must be removed.

3.5 Performance Standards

The work performed by the Contractor will be subject to periodic inspection by Laketran staff. Deficiencies will be communicated in writing to the on-site supervisor. Once per month, the Contractor's supervisor will complete a Cleanliness Evaluation Form and submit to Facilities Maintenance. Cleanliness Evaluation Form will be provided by Laketran.

The Contractor shall make necessary changes to address deficiencies and deficiencies must be corrected within 24 hours. Failure to correct deficiencies will result in delayed payment. Repeated failure to fix deficiencies in a timely manner may result in termination of the contract.

3.6 Keys

Upon award of the contract essential keys or fobs will be issued. The contractor must sign for these keys. If contractor loses any keys, they will be charged for replacements and any additional charges incurred. The contractor must return all issued keys at the termination of the contract.

3.7 Hours of Operation

Employees are working Laketran Headquarters between 4:30a.m (Dispatch) and 1:30a.m. (Maintenance). Administrative offices are primarily staffed between 7:30a.m. and 5:00p.m. Laketran does not operate on Sundays.

Contractor will define their working hours in the proposal.

Cleaning of all offices, the lobby, and Dispatch must be completed by 8:00 a.m. Monday – Friday so not to disturb Laketran employees and visitors.

Laketran is closed on the following holidays:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

It will be up to Laketran’s discretion to alter the work hours for the contractor if there are performance issues or Laketran’s needs change. Laketran will provide the contractor 30 days’ notice if work hours must be changed.

3.8 Pricing

Complete Attachment A Pricing Form. Provide a monthly rate to complete the scope as described and a total annual cost. Fee must be inclusive of all travel, labor, profit etc. Laketran’s Board of Trustees will approve a contract at cost not-to-exceed.

Laketran Headquarters may undergo construction during the life of this contract. If construction occurs, construction will impact every occupied office space over a two year period as renovations commence, employees moved around during various phases of construction, and expansion space constructed. A 11,120 sqft expansion of office space is projected. Contractors shall supply a cost per additional square foot of cleaning space so that Laketran can evaluate the value the of contract during and post construction.

3.9 Invoicing

- The Contractor will invoice Laketran once per month for janitorial services performed for the previous month. Laketran cannot pay for services that have not been performed.
- The invoice must clearly state the month and year of work that is being billed.
- Laketran is a Net-30 organization.

3.10 Proposal

Proposals are being requested. Do not submit only a price - this will not be considered a responsive submission.

Your proposal must include the following:

- Description of your company, its capacity to perform, and qualifications.
- Capability of your workforce including size, site(s) and experience.
 - How many supervisor(s) will be on site?

- Staffing issues are affecting all industries. You must define how you will meet Laketran’s requirements despite staffing challenges. How do you encourage retention? How will you prioritize Laketran if there are staffing vacancies?
- Describe your understanding of the project and scope of work.
- Define hours when work will be performed.
- Provide evidence of your past performance including quality of work and references.

If you have recommendations that exceed Laketran’s scope of work or have alternate suggestions to achieve the same or better outcome, you are encouraged to describe those in your proposal along with any associated costs.

3.11 Evaluation Criteria

Laketran will evaluate proposals on the following criteria:

	Points
Contractor’s qualifications	15
Workforce and staffing	20
Understanding of the scope of work	15
Past Performance and References	10
Price	40
Total Points	100

Laketran reserves the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or price. In other words, the lowest price proposal is not guaranteed to be the best value.

4.0 REQUIRED FORMS

The following forms must be included with your Bid:

	# of Pages	Signature	Notary
Acknowledgement of Addenda	1		
Attachment A - Pricing Form	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			
Proposal as described in Section 3.9			
Original and two (2) copies of the proposal and one (1) electronic copy on USB or emailed to aaaby@laketran.com			

Any sub-contractors are required to complete Lower Tier Participant Forms Attachments			
	# 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		

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

Pricing is inclusive of all fees including labor, travel, profit, etc. Laketrans' Board of Trustees will award a contract at cost not-to-exceed price.

	2023	2024	2025
Total Monthly Janitorial Fee	\$	\$	\$
Total Annual Fee <i>(monthly fee x 12)</i>	\$	\$	\$
Cost per additional sqft.	\$ /sqft	\$ /sqft	\$ /sqft

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.

Name _____

Company _____

Address _____

Phone _____ Cell _____ Email: _____

Name of Authorized Individual: _____

Signature of Authorized Individual: _____

**ATTACHMENT B
CONTACT INFORMATION FORM**

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

Primary Contact:

Name: _____

Phone: _____

Back-up Contact:

Name: _____

Phone: _____

REFERNCES:

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

Reference #1

Name: _____

Phone: _____

Email: _____

Work Completed: _____

Years of Service: _____

Reference #2

Name: _____

Phone: _____

Email: _____

Work Completed: _____

Years of Service: _____

Reference #3

Name: _____

Phone: _____

Email: _____

Work Completed: _____

Years of Service: _____

ATTACHMENT C
CERTIFICATION OF PRIMARY PARTICIPANTS
REGARDING RESTRICTIONS ON LOBBYING

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

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

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

Executed this _____ day of _____ 20____

By _____
Signature of Authorized Official

Title of Authorized Official

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
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 LAKETRAN and the Primary Participant and no payment shall be made with respect to any contract unless such statement has been so incorporated as a part thereof.

\$ _____ Delinquent Personal Property Tax *

\$ _____ Penalties *

\$ _____ Interest *

\$ _____ Total *

* Mark "N/A" if not applicable

Signature and Title of Authorized Official

Date

Notary Executes Here:

Taken, subscribed and sworn before me this _____ day of _____, 20____.

Notary Public

Notary Public in and for the County of _____, State of _____.

My commission expires _____.

ATTACHMENT 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.

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

Laketran 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 LAKETRAN'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 LAKETRAN under the contract or pursuant to applicable law.

Laketran Contact Person:

If you are in need of assistance, or have questions regarding LAKETRAN's DBE Program, please contact: Laketran DBE Liaison Officer at 555 Lakeshore Blvd., Painesville Twp., OH 44077 or aaaby@laketran.com.

ATTACHMENT I
LAKETRAN BIDDER REGISTRATION FORM

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

Legal Name of Business _____

Contact Person's Name (first, last) _____

Age of your business (in years) _____

Type of Business (choose all that apply)

- | | |
|---|---|
| <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

**ATTACHMENT N
NO BID/PROPOSAL REPLY FORM**

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

Andrea Aaby, Director of Compliance & Development
aaaby@laketran.com

555 Lakeshore Blvd., Painesville Twp., OH 44077

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

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

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

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

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

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

5. Other: _____

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

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

COMPANY NAME _____

COMPANY REP SIGNATURE _____

DATE _____

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 _____.