



The regional transit authority for Lake County

Address: 555 Lakeshore Boulevard • Painesville, Ohio 44077

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

## **INVITATION TO BID**

**for**

**HEATING, VENTILATION, AIR CONDITIONING MAINTENANCE, REPAIR & ON-  
CALL SERVICES  
ITB #2501**

**BIDS DUE BY: January 8, 2025 at 12:00p.m. EST**

Pre-Bid Meeting and Walk-Thru: December 12, 2024 at 10:00a.m

Date Issued: November 21, 2024

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 sealed bids from qualified firms to provide HVAC maintenance, repair, and on-call services.

The requirements for the submittal and content of Bids, the timetable for this procurement, performance requirements, and contract terms are detailed in this Invitation to Bid.

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.

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

Bids are due in Laketran's offices by: January 8, 2025 at 12:00p.m.

Bids can be emailed to [aaaby@laketran.com](mailto:aaaby@laketran.com) OR provided in hardcopy to the address below.

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

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

ITB#2501 HVAC  
1/8/2025

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

### 1.3 Schedule

The following schedule will be followed for this procurement:

November 21, 2024	Issuance of ITB
December 12, 2024 at 10:00a.m.	Pre-Bid Conference and Walk-Through at Laketran HQ
January 8, 2025 at 12:00p.m.	Bids Due
January 27, 2025	Laketran Board of Trustees approves contract award

### 1.4 Length of Time Bids Shall be Good

Bids shall be good for ninety (90) days.

The length of time Bids 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 1.25 below).

### 1.5 Number of Copies and Delivery

One (1) original plus one (1) copies of proposal(s) must be submitted.

### 1.6 Bid 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 (RFAE)**

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 ITB should be directed to Andrea Aaby, Director of Compliance & Development, at (440) 350-1022 or sent to [aaaby@laketran.com](mailto:aaaby@laketran.com).

### **1.15 Clarifications, Approved Equals, Supplements**

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

Alternate proposals may be submitted by the Proposer - at their 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 Bid.

### **1.19 Withdrawal of Bid**

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

## **1.20 Consideration of Bid**

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

## **1.21 Rejection or Acceptance of Bid**

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

## **1.22 Unacceptable Bids**

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

## **1.23 Tie-Breaking (IFB only)**

In the event of a tie, Laketrans 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 Bid - Single Bid (IFB only, Contracts > \$100,000)**

Laketrans shall verify Bids. In the event of a single Bid 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 Bid may be required and will automatically extend the time Bids shall be good.

## **1.26 Vehicle Trade-ins**

Not Required.

## **1.27 Form of Bid**

All forms must be completely filled in, signed and otherwise executed as indicated. Failure to do so can result in your bid being declared "unresponsive". Unless otherwise specified in this IFB, only the forms prescribed in Section 4 shall be included with your bid. Additional material is not required and its review cannot be guaranteed.

By submitting a bid, bidder represents that at least twenty percent (20%) of the work of its bid will be performed by its employees and will not be subcontracted.

The IFB may provide for submission of a price or prices for one or more items, which may be lump sum bids, alternate prices, unit prices or a combination thereof or other bidding arrangements. Where the Form of Bid explicitly requires that the bidder bid on all items, failure to do so will disqualify the bid.

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

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

Each bidder must bid on all Items, Alternates, Deductions, and Additions contained in the Bidding Forms. All bids not in conformity with this notice may be considered nonresponsive and may be rejected.

More than one bid for the same work from an individual or entity under the same of different names will not be considered. Reasonable grounds for believing that any bidder has an interest in more than one bid for the work may be cause for disqualification of that bidder and the rejection of all bids in which the bidder has an interest. A subcontractor or supplier is not a bidder, and may submit prices to multiple bidders.

### **1.28 Authorized Negotiators**

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

### **1.29 Award of Contract**

The Basis of Award is the lowest responsive and responsible bid received for the total cost of the three year contract (lump sum price).

The Notice of Award will state that certain documents must be submitted by the successful bidder within ten (10) business days after receipt of said Notice of Award (unless otherwise directed by Laketran). These documents may include:

- The Agreement between Laketran and Contractor.
- Performance and payment guarantees substantially in the form of the Ohio Performance/Payment Bond set forth in Ohio Revised Code Section 153.57 with a penal amount equal to one hundred percent (100%) of the contract price. This requirement does not apply to a bidder which provided the Ohio Bid Guaranty and Contract Bond (Ohio Revised Code Section 153.571) with its bid.
- Insurance, as specified in the contract documents.
- Executed copies of all DBE subcontracts. These contracts may be made contingent upon the execution of a contract between the Laketran and the bidder.

Laketran reserves the right to award one, more than one or no contracts as Laketran deems to be in its best interests. If an ITB, Laketran further reserves the right to make an award on the basis of an original Bid(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 lump sum, firm, fixed-price contract.

### **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 Bids 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 Late Bids**

Bids received by Laketran after the exact time set for receipt in Section 1.2 above are considered "late". Late Bids 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 Bid 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 Bids 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 Bid 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 Bids 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 Chief Executive Officer no later than (1) three days before the scheduled Bid due date, (2) three days after the Bid 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 CEO shall make all reasonable attempts to resolve the protest prior to the Bid opening or award of a contract, as applicable, and reserves the right to reschedule same if -at their discretion - deemed necessary. The CEO must make their decision no later than ten (10) working days from date the protest is lodged.

STEP 3 - If the protest is not satisfactorily resolved at Step 2, the person or firm making the protest may request a hearing with their 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**

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

### **1.36 Notice of Commencement**

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

## 2.0 TERMS AND CONDITIONS IN CONTRACT FORM

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

2.1	Independent Contractor		Contracts
2.2	Contractor's Obligation	2.44	Seismic Safety
2.3	Buyer's Obligation	2.45	Hatch Act/Work Day and Work Week Standards
2.4	Contract Period		
2.5	Performance Bond	2.46	Cargo Preference
2.6	Notice to Proceed	2.47	Fly America
2.7	Contract Modification	2.48	Clean Air Act & Federal Water Pollution Control Act
2.8	Subcontracts		
2.9	Civil Rights	2.49	Energy Conservation
2.10	DOL EEO Clause for Construction	2.50	Debarment and Suspension
2.11	Bus Testing	2.51	Compliance with Laws and Regulations
2.12	Delivery	2.52	Applicable Law and Jurisdiction
2.13	Payment	2.53	Integrated Agreement
2.14	Liquidated Damages	2.54	Laketran's Understanding
2.15	Taxes	2.55	Incorporation of FTA Terms
2.16	Inspection	2.56	Non-Smoking Policy
2.17	Audit and Inspection of Records	2.57	Funding Agencies
2.18	Right to Adjust Cost	2.58	Prohibition on certain telecommunications & video surveillance services or equipment.
2.19	Failure to Meet Specifications		
2.20	Warranties	2.59	Solid Wastes
2.21	Indemnification	2.60	Safe Operation of Motor Vehicle
2.22	Hold Harmless	2.61	Human Trafficking
2.23	Disputes	2.62	Restrictions on Lobbying
2.24	Notification of Proceedings	2.63	Veteran's Hiring Preference
2.25	Termination/Breach of Contract	2.64	ITS Projects
2.26	Assignment	2.65	Tax Liability and Felony Convictions
2.27	Covenant Against Contingent Fees	2.66	Severability
2.28	Patent Rights & Intellectual Property		
2.29	Release of Information		
2.30	Ownership of Documents		
2.31	Retention of Records		
2.32	Workmens' Compensation Act		
2.33	Social Securities Act/Unemployment Compensation, Etc.		
2.34	Federal Assistance		
2.35	Work Hours Act		
2.36	Davis Bacon & Copeland Anti-Kickback		
2.37	Conflict of Interest		
2.38	Fraud, Waste, Abuse or Other Legal Matters		
2.39	Fraud & False Claims		
2.40	No Federal Government Obligations to Third Parties		
2.41	Privacy		
2.42	Procurement		
2.43	Special Requirements for Transit Operations		

### **3.0 SCOPE OF WORK**

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

1. Monthly rates for preventive maintenance
2. Hourly service rates:
  - a. Standard daytime rate
  - b. Night rate
  - c. Weekend rate
  - d. Holiday rate

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

The following scope of services is intended to provide Laketrans with a 100% turn-key fully functional, properly maintained and optimal HVAC systems. Services shall include all labor, parts, components and materials. Contractor shall follow all Industry-recognized ANSI/ASHRAE/ACCA 180-2018 Standard Practices for Inspection and Maintenance of Commercial Building HVAC Systems.

#### **3.1 Locations**

Proposers will be responsible for the maintenance at the following facilities

1. Laketrans Headquarters – 555 Lakeshore Blvd., Painesville Twp.
2. Frank J. Polivka Transit Center - 7601 Clock Tower Dr., Kirtland
3. Wickliffe Transit Center - 29551 Lakeland Blvd, Wickliffe

#### **3.2 Equipment List**

Laketrans's building is controlled and monitored by a remote KMC BAS system. All bidding vendors must have staff that knows how these controls function with the ability to trouble shoot and repair the BAS system.

- **Laketrans Headquarters - 555 Lakeshore Blvd**
  - Make Up Air Unit MAU (13)
  - Variable Air System VAV Boxes (53)
  - Cabinet Unit Heater CUH (8)
  - Small Office/Bathroom Exhaust Fans EF (16)
  - Large Ductless Exhaust Fans EF (11)
  - Large Ducted Exhaust Fans EF (18)
  - Roof Top Units RTU (6)
  - Mini Split Systems (3)
  - Radiant Tube Heater
    - Burner (43 Old, 12 New)
    - Exhaust fans (7 old, 2 New)

- Electric Wall Heaters EWH (3)
  - Unit Heaters UH (6)
  - Gas Unit Heaters GH (3)
  - Natural Gas Boilers (2)
  - PTAC Unit (1)
- **Frank J. Polivka Transit Center at Lakeland College – 7601 Clock Tower**
    - Electric Wall Heater EWH (1)
    - Mini Split System (1)
    - RTU (1)
    - Ceiling Mounted VRV Unit (1)
    - Motorized Louvers (1)
    - Wall Exhaust Fan (1)
    - Bathroom Exhaust Fan (2)
- **Wickliffe Park-n-Ride – 29551 Lakeland Blvd**
    - Electric Wall Heater EWH (1)
    - Wall Exhaust Fan (1)
    - Motorized Louvers (2)
    - Mini Split System (1)
    - Two Stag Gas Furnace
    - Ceiling Mounted VRV Unit (1)
    - Bathroom Exhaust (2)

Blueprints of each facility are available for download at the following dropbox - <https://www.dropbox.com/scl/fo/ml1i3rpkweg0cyw2fcf38p/AOA5U6fMhGMvDBay57zcyQE?rlkey=ax3j40cqyziu9oebgmwfxryby&st=bxyliff1&dl=0>

### **3.3 Preventive Maintenance Scope of Work**

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

#### **Air Conditioning Systems (RTUs, Forced Air Units, VRV)**

Essential Maintenance- Each time the equipment is scheduled for PM

- Full operational test. Each unit will be powered on
- Proper function will be verified
- Filter condition will be inspected
- Condenser and evaporator fan operation will be verified
- Compressor operation will be verified
- All lubrication points will be lubed following the manufacturers recommendations.
- Controls and safeties will be tested.
- Condensate drain will be checked and cleaned.
- Unit wiring and electrical disconnect will be inspected.

- Evaporator and condenser coils will be inspected for dirt and brushed clean.
- Advise of any abnormal conditions or necessary repairs within 3 business days.

#### Quarterly Maintenance - (April, June, August, October)

- Blower wheels and fans will be inspected and brushed clean.
- Filters will be changed (4) four times per year using MERV13 filters (Cost of filters is the responsibility of the vendor)

#### Bi-Annually Maintenance - (April, August)

- Refrigerant system will be checked for proper charge.
- Temperatures and pressures will be checked and recorded.
- Relays and contactors will be inspected.
- Air Dampers will be inspected/tested for operation and adjustment.

#### Annual - (April)

- Condenser coils will be inspected for heat transfer loss
- Coils will be cleaned.
- Dual coil units will have the coils split to ensure both coils are properly cleaned.
- Duct cleaning for forced air units at Lakeland College and Wickliffe Transit Centers annually.

### **Exhaust Fans**

Note: use of self-tapping screws to reattach covers is forbidden. Proper hardware must be reinstalled in the proper locations each time units are serviced. Vendor will be responsible for replacement if covers are damaged due to incorrect hardware being used.

#### Annual - (April)

- Belts to be replaced once annually and removed belts returned to Laketran.
  - Cost of belts is the responsibility of the vendor.
- Belts and pulleys will be inspected and adjusted.
- Full operational test. Each unit will be powered on
- Proper function will be verified
- Louver operation will be verified
- Duct dampener position and operation will be checked
- A visual and audible inspection of fan balance will be completed
- All lubrication points will be lubed following the manufacturers recommendations.
- Controls and safeties will be tested for operation with the propane detection system.
- Unit wiring and electrical disconnect will be inspected.
- Advise of any abnormal conditions or necessary repairs within 3 business days.

### **Make Up Air units (MUA)**

Essential Maintenance- Each time the equipment is scheduled for PM

- Full operational test. Each unit will be powered on
- Proper function will be verified

- Filter condition will be inspected
- All lubrication points will be lubed following the manufacturers recommendations.
- Belts and Pulleys will be inspected and adjusted as necessary.
- Controls and safeties will be tested for operation with the propane detection system.
- Heat exchanger will be visually inspected
- Unit wiring and electrical disconnect will be inspected.
- Inspect blower wheel and clean if necessary to maintain proper balance and air delivery.
- Advise of any abnormal conditions or necessary repairs within 3 business days.

Quarterly Maintenance - (February, April, August, November)

- All filters will be replaced, using MERV 8 filters.
  - Cost of filters is the responsibility of the vendor.

Annual - (November)

- Belts to be replaced once annually and removed belts returned to Laketran.
  - Cost of belts is the responsibility of the vendor.
- Fire burner
- Test operation
- Ensure igniter is functioning.
- Thermostat and Humidity sensor will be checked for calibration.

### **VAV System Boxes**

Annual - (February-Maintenance, May-Admin, August-Operations)

- Check VAV response to corresponding thermostat & BAS
- Check VAV box duct connections for leakage or movement. Verify that hangers and mountings are secure.
- Check damper seals and alignment in duct.
- Check damper linkage for tension and position relative to control point. Lubricate per manufacturer's recommendation. Verify minimum and maximum positions are correct.
- Check and clean reheat coil. Check control valve and fittings for water leaks, and check coil for cleanliness and fin condition
- Check and clean/replace fan and filters (If applicable)
- Clean flow sensor per manufacturer specifications

### **BAS Systems**

HQ – Full KMC Controls Except Radiant Tube Heaters

Lakeland & Wickliffe are normal thermostat controls with KMC monitoring

Essential Maintenance- Each time the equipment is scheduled for PM

- Review alarm logs.
- Used oil boiler must be the lead in the 3 boiler system before natural gas, while the used oil supply lasts.
- Perform system data base back up.

- Review system performance with The Facility Manager
- Calibrate temperature sensors and transducers.
- Review and adjust system control loops.
- Set up trend log as needed.
- Visually inspect all control panels.
- Advise of any abnormal conditions or necessary repairs within 3 business days.

Bi-Annually Maintenance - (April, November)

- Confirm All BAS equipment is communicating and online

Annual - (November)

- Confirm communication between BAS and Drager propane detection system in garage

### **Radiant Tube Heaters, CUH, UH & GH**

Essential Maintenance- Each time the equipment is scheduled for PM

- Full operational test. Each unit will be powered on
- Proper function will be verified
- Filter condition will be inspected
- All lubrication points will be lubed following the manufacturers recommendations.
- Heat exchanger will be visually inspected
- Radiant tubes will be inspected for corrosion, wear or cracks
- Unit wiring and electrical disconnect will be inspected.
- Inspect blower wheel and clean if necessary to maintain proper balance and air delivery.
- Advise of any abnormal conditions or necessary repairs within 3 business days.

Bi-Annually Maintenance - (HQ -February, November) (Transit Centers- April, November)

- Check and clean main and pilot burners.

Annual - (September)

- Replace inlet filters on radiant systems annually (Cost of filters is the responsibility of the vendor).
- Service radiant systems exhaust fans clearing all debris build up.

### **Boiler Maintenance & Dampers (Waste Oil Maintenance is excluded)**

Essential Maintenance- Each time the equipment is scheduled for PM

- Inspection of unit igniters/pilot lights
- Visual inspection of exhaust/chimney for corrosion, cracks or separation
- Inspect for any signs of water leaks
- Verify pump operation (by turning on pumps manually)
- Note any signs of pump wear (i.e. bearing sounds, vibration or leaks)
- Advise of any abnormal conditions or necessary repairs within 3 business days.



#### Bi-Annually Maintenance – (January, November)

- Inspection of boiler expansion tank
- Check for leaks
- Check for correct pressure
- Inspect motorized dampers for correct function

#### Annual - (September)

- Test fire unit to ensure proper operation
- Building walkthrough, a visually inspect for leaks
- Inspect all radiator and radiator covers for any damage or wear.

### **3.3 Reporting**

Laketrans is currently using an excel spread sheet for completion of the monthly maintenance records. This process is being sunset in favor of a third-party application the contractor will be required to log into and update in real time while on site. Any equipment required to use this application is the responsibility of the contractor. Any other reporting software the contractor company uses is considered by Laketrans to supplemental and will not replace the application being provided.

### **3.4 Contract Management**

The Contractor shall have sufficient number of personnel, materials, transportation and an adequate inventory of tools and equipment to perform work at all job sites. The Contractor shall be held responsible for the on-site supervision, scheduling, storage, receiving and placement of materials, as well as proper billing for hours worked and equipment used. Use of Laketrans owned equipment, such as forklift and skyjack must be requested before use.

Management of this contract includes the following:

- All employees assigned by the Contractor to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Contractor's responsibility to ensure that all employees meet the physical standards to perform the work assigned and have sufficient training and experience to perform the work required in the specific trade.
- All contractors working onsite at Laketrans will be issued an Laketrans Contractor badge.
  - Before working on the property, each individual employee of the contractor must submit name, contractor name, and picture to Laketrans's Facility Manager.
  - Badge must be worn at all times while working on site.
  - Badges cannot be shared among employees. Each employee must be issued their own badge and wear their own badge.
  - Badges must be returned when an individual leaves employment or at the end of the service contract.
    - For missing, un-returned badges or improperly offboarded personnel, consequences may include, but are not limited to, withholding payment until badge(s) are returned or financial penalty up to \$100 per missing

badge.

- The Contractor shall require employees to be dressed in proper work attire when reporting for duty.
  - Employees shall be required to dress neatly, without vulgar or otherwise offensive apparel, commensurate with the location and types of tasks being performed.
  - Contractor is responsible for employee PPE and ensuring it is used properly.
- All Laketran's properties are tobacco free. The use of tobacco (and vape) is not permitted in/on any Laketran properties.
- The Contractor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets or using the telephone or office equipment provided for official use.
- The Contractor shall require his employees to comply with the instructions pertaining to conduct and building regulations.
- The Contractor is responsible to Laketran for the acts and omissions of his employees, subcontractors, and their agents and employees, and other persons performing any of the work under a contract with the Contractor.

### **3.5 Hours of Work**

PM work should be completed during the normal work day. If the contractor chooses to perform PM activities during nights, weekends, holidays it is up to their decision. However, work will only be paid at the monthly PM rate.

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

Emergency repairs, that Laketran requests, outside normal working hours will be billed at the appropriate hourly rate (i.e. night, weekend, or holiday) – see section 3.6.

### **3.6 Service Calls and Emergency Work**

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

Labor provided by the Contractor shall be billed to Laketran based on the hourly rates proposed in Attachment A. The hourly rate proposed shall include full compensation for labor, equipment use, and other costs (including overhead and profit) to the contractor. The rate for all daily work is to be considered straight time for all labor unless previously authorized in writing.

### **3.7 Invoicing**

- PMs are billed monthly after completion.
- For repairs/service, the Contractor will submit invoices to be verified by Director of Maintenance, Facility Manager, or designee after the work has been completed.
- Each Laketrans site must be invoiced separately.
- Invoices must clearly state date and time the work was initiated and completed, where the work was completed; a detailed description of the work performed and a detailed breakdown of the hours and materials used to complete the work.
- Laketrans is a Net-30 organization.
- Pre-payment is prohibited by the FTA. Laketrans can only pay for work after it has been performed.

### **3.8 DBE Participation**

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

### **3.9 Bid Price**

The lowest price, responsive and responsible bidder will be awarded the contract. Lowest price will be determined by adding the three annual costs together.

#### 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>	13		
Attachment I - Bidder Registration Form	1		
Proposed Subcontractors	1+		
W-9			
Certificate of Insurance			
Proposal emailed to <a href="mailto:aaaby@laketran.com">aaaby@laketran.com</a>			

<b>All sub-contractors are required to complete Lower Tier Participant Forms Attachments</b>			
	# of Pages	Signature	Notary
Attachment C2 - Lobbying Form	1		
Attachment D2 - Debarment Form	1		
Attachment E2 - Standard Project Assurances	1		
Attachment F2 - Non-Collusion Form	1		
Attachment G2 - Delinquent Personal Property Form	1		
Attachment I2 - Bidder Registration Form	1		

**ATTACHMENT A - LAKETRAN PRICING FORM**

*Pricing must be inclusive of all costs including but not limited to labor, travel, reporting, overhead & profit. The Board of Trustees will award an annual preventive maintenance contract at cost not-to-exceed.*

		January	February	March	April	May	June	July	August	September	October	November	December
A/C	Essential Maintenance				X		X		X		X		
	Quarterly Maintenance				X		X		X		X		
	Bi-Annual Maintenance				X				X				
	Annual Maintenance				X								
Exhaust Fans	Annual Maintenance				X								
Make-Up Air Units	Essential Maintenance		X		X				X			X	
	Quarterly Maintenance		X		X				X			X	
	Annual Maintenance											X	
VAV System Boxes	Annual Maintenance			X		X		X			X		
				Maintenance		Administration		Operations					
BAS	Essential Maintenance				X							X	
	Bi-Annual Maintenance				X							X	
	Annual Maintenance											X	
Radiant Tube Heaters	Essential Maintenance		X		X					X			
	Bi-Annual Maintenance		HQ		FJP, Wickliffe					X			
	Annual Maintenance									X			
Boilers	Essential Maintenance	X								X		X	
	Bi-Annual Maintenance	X								X		X	
	Annual Maintenance									X			
2025-2026 Cost / Month		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2026-2027 Cost / Month		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2027-2028 Cost / Month		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	

**Hourly Rates for Service Calls**

	2025-2026	2026-2027	2027-2028
7:30 AM – 5:00 PM Monday through Friday	\$	\$	\$
5:00 PM – 7:30 AM Monday through Friday and all day Saturday	\$	\$	\$
All day Sunday and State Holidays	\$	\$	\$

**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 their 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 \_\_\_\_\_ % DBE participation goal for this contract.**

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

Enclosure 1 – Schedule of Subcontractors

Enclosure 2 – Declaration of Proposed DBE Utilization

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

Enclosure 4 – DBE Subcontractor/Consultant Good Faith Effort Log

### LEGAL NOTICE:

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

### Laketrans Contact Person:

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

### COMMONLY USED TERMS:

**Disadvantaged Business Enterprise (DBE)** - A Disadvantaged Business Enterprise or DBE is defined as a for-profit small business concern that:

**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"/> Financial, Banking, & Auditing        |
| <input type="checkbox"/> Architecture/Engineering                             | <input type="checkbox"/> Fuel                                  |
| <input type="checkbox"/> Auction Services                                     | <input type="checkbox"/> Fuel Systems and Technology           |
| <input type="checkbox"/> Automobile Sales or Distributor                      | <input type="checkbox"/> Functional Capacity Assessment        |
| <input type="checkbox"/> Automobiles & Trucks (non-bus)                       | <input type="checkbox"/> Graphic Design                        |
| <input type="checkbox"/> Bicycle  | <input type="checkbox"/> Human Resources & Related Services    |
| <input type="checkbox"/> Bus and Vehicle Parts                                | <input type="checkbox"/> HVAC                                  |
| <input type="checkbox"/> Bus and Automobile Maintenance Products and Services | <input type="checkbox"/> IT/Computer/Technology                |
| <input type="checkbox"/> Bus Exterior Products/Services                       | <input type="checkbox"/> Lawn & Landscaping                    |
| <input type="checkbox"/> Bus Interior Products/Services                       | <input type="checkbox"/> Marketing                             |
| <input type="checkbox"/> Bus Manufacturer                                     | <input type="checkbox"/> Office Products & Copiers             |
| <input type="checkbox"/> Bus Sales or Distributor                             | <input type="checkbox"/> Printing Services                     |
| <input type="checkbox"/> Bus Technology                                       | <input type="checkbox"/> Roofing                               |
| <input type="checkbox"/> Cement/Concrete                                      | <input type="checkbox"/> Security Systems & Services           |
| <input type="checkbox"/> Cleaning or Janitorial                               | <input type="checkbox"/> Signage                               |
| <input type="checkbox"/> Construction Contractor                              | <input type="checkbox"/> Snowplowing & Snow Removal            |
| <input type="checkbox"/> Construction Trades                                  | <input type="checkbox"/> Software & SaaS                       |
| <input type="checkbox"/> Consulting Services                                  | <input type="checkbox"/> Telecommunications                    |
| <input type="checkbox"/> Drug & Alcohol Testing & Other Medical Services      | <input type="checkbox"/> Temporary Employment Agency           |
| <input type="checkbox"/> Equipment  | <input type="checkbox"/> Transit Peer                          |
| <input type="checkbox"/> Estimating Services                                  | <input type="checkbox"/> Uniforms & Shoes                      |
| <input type="checkbox"/> Fare Collection and Fare Technology                  | <input type="checkbox"/> Utilities - electric, plumbing, sewer |
| <input type="checkbox"/> Other - describe using key words _____               |  |

**The following are required by 49 CFR Part 26**

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

City \_\_\_\_\_

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

Email Address \_\_\_\_\_

**NAICS code(s) applicable to work performed:** \_\_\_\_\_

**Race/ethnicity of firm's majority owner (choose one)**

- |                                       |  |
|---------------------------------------|--|
| <input type="radio"/> Caucasian/White | <input type="radio"/> African American/Black       |
| <input type="radio"/> Hispanic        | <input type="radio"/> Asian-Pacific American       |
| <input type="radio"/> Native American | <input type="radio"/> Sub-continent Asian American |

**Gender of firm's majority owner (choose one)**

- Male                       Female

**Gross Annual Receipts – choose the category that best applies to your business.**

- |   |  |
|---|--|
| <input type="radio"/> Less than \$1 million     | <input type="radio"/> \$1 million - \$3 million  |
| <input type="radio"/> \$3 million - \$6 million | <input type="radio"/> \$6 million - \$10 million |
| <input type="radio"/> \$10 million or more      |  |

**Is your business registered as a DBE?**

- YES                       NO

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

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

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

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

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

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

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

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



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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

***Notary Executes Here:***

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

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

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

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

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

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

**ATTACHMENT I-2  
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"/> Financial, Banking, & Auditing        |
| <input type="checkbox"/> Architecture/Engineering                             | <input type="checkbox"/> Fuel                                  |
| <input type="checkbox"/> Auction Services                                     | <input type="checkbox"/> Fuel Systems and Technology           |
| <input type="checkbox"/> Automobile Sales or Distributor                      | <input type="checkbox"/> Functional Capacity Assessment        |
| <input type="checkbox"/> Automobiles & Trucks (non-bus)                       | <input type="checkbox"/> Graphic Design                        |
| <input type="checkbox"/> Bicycle  | <input type="checkbox"/> Human Resources & Related Services    |
| <input type="checkbox"/> Bus and Vehicle Parts                                | <input type="checkbox"/> HVAC                                  |
| <input type="checkbox"/> Bus and Automobile Maintenance Products and Services | <input type="checkbox"/> IT/Computer/Technology                |
| <input type="checkbox"/> Bus Exterior Products/Services                       | <input type="checkbox"/> Lawn & Landscaping                    |
| <input type="checkbox"/> Bus Interior Products/Services                       | <input type="checkbox"/> Marketing                             |
| <input type="checkbox"/> Bus Manufacturer                                     | <input type="checkbox"/> Office Products & Copiers             |
| <input type="checkbox"/> Bus Sales or Distributor                             | <input type="checkbox"/> Printing Services                     |
| <input type="checkbox"/> Bus Technology                                       | <input type="checkbox"/> Roofing                               |
| <input type="checkbox"/> Cement/Concrete                                      | <input type="checkbox"/> Security Systems & Services           |
| <input type="checkbox"/> Cleaning or Janitorial                               | <input type="checkbox"/> Signage                               |
| <input type="checkbox"/> Construction Contractor                              | <input type="checkbox"/> Snowplowing & Snow Removal            |
| <input type="checkbox"/> Construction Trades                                  | <input type="checkbox"/> Software & SaaS                       |
| <input type="checkbox"/> Consulting Services                                  | <input type="checkbox"/> Telecommunications                    |
| <input type="checkbox"/> Drug & Alcohol Testing & Other Medical Services      | <input type="checkbox"/> Temporary Employment Agency           |
| <input type="checkbox"/> Equipment  | <input type="checkbox"/> Transit Peer                          |
| <input type="checkbox"/> Estimating Services                                  | <input type="checkbox"/> Uniforms & Shoes                      |
| <input type="checkbox"/> Fare Collection and Fare Technology                  | <input type="checkbox"/> Utilities - electric, plumbing, sewer |
| <input type="checkbox"/> Other - describe using key words _____               |  |

**The following are required by 49 CFR Part 26**

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

City \_\_\_\_\_

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

Email Address \_\_\_\_\_

**NAICS code(s) applicable to work performed:** \_\_\_\_\_

**Race/ethnicity of firm's majority owner (choose one)**

- |                                       |  |
|---------------------------------------|--|
| <input type="radio"/> Caucasian/White | <input type="radio"/> African American/Black       |
| <input type="radio"/> Hispanic        | <input type="radio"/> Asian-Pacific American       |
| <input type="radio"/> Native American | <input type="radio"/> Sub-continent Asian American |

**Gender of firm's majority owner (choose one)**

- Male                       Female

**Gross Annual Receipts – choose the category that best applies to your business.**

- |   |  |
|---|--|
| <input type="radio"/> Less than \$1 million     | <input type="radio"/> \$1 million - \$3 million  |
| <input type="radio"/> \$3 million - \$6 million | <input type="radio"/> \$6 million - \$10 million |
| <input type="radio"/> \$10 million or more      |  |

**Is your business registered as a DBE?**

- YES                       NO