



LAKELAND AREA MASS TRANSIT DISTRICT

**SOLICITATION OVERVIEW**

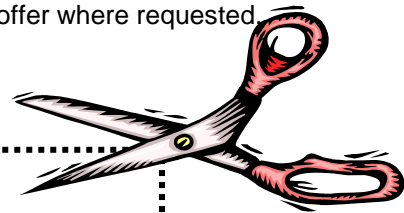
|  |                                   |  |
|--|-----------------------------------|--|
| <b>1. SOLICITATION NO.:</b> RFP 14-005   |                                   | <b>4. BRIEF DESCRIPTION:</b><br><br><b>External Auditing Services</b>  |
| <b>2. ISSUE DATE:</b> 05/22/14   |                                   |  |
| <b>3. FOR INFORMATION CONTACT:</b><br><b>NAME:</b> Lisa Harris <b>E-MAIL:</b> lharris@ridecitrus.com<br><b>PHONE:</b> 863-327-1314 <b>FAX:</b> 863-327-1345  |                                   |  |
| <b>5. PRE-OFFER CONFERENCE:</b> (See Section 1.5 for more information.)<br><b>LOCATION:</b> 1212 George Jenkins Blvd, Lakeland, FL 33815 <b>DATE AND TIME:</b> June 03, 2014 at 10:00 A.M. EST   |                                   |  |
| <b>6. SUBMIT OFFER TO THE FOLLOWING ADDRESS:</b><br>Lakeland Area Mass Transit District (LAMTD)<br>Attn: Lisa Harris, Contract Specialist<br>1212 George Jenkins Blvd, Lakeland, FL 33815  |                                   | <b>7. OFFER SUBMISSION DUE DATE AND TIME:</b><br><br>June 30, 2014 at 2:00 P.M. EST  |
| <b>8. SUBMIT WITH OFFER:</b> Original offer and 5 photocopies including the exhibits and attachments listed on Page 2 of this form.  |                                   |  |
| <b>9. OFFERS WILL NOT BE PUBLICLY OPENED.</b>  |                                   |  |
| <b>10. FIRM OFFER PERIOD:</b> Offers shall remain firm for a period of 120 calendar days from the date specified in Block 7, above.  |                                   |  |
| <b>11.</b> This solicitation and any resulting contract, respectively, consists of this form, the solicitation, attachments and exhibits, documents designated on Page 2 of this form, the contract response, and the resulting contract as stated in paragraph 3 of the contract. |                                   |  |
| <b>OFFER</b><br>(To be completed by Offeror)   |                                   |  |
| <b>12. DISCOUNT FOR PROMPT PAYMENT:</b> _____%, _____ Calendar Days (Please refer to Invoice and Payment clauses in Section 3)   |                                   |  |
| <b>13.</b> If this offer is accepted within the period specified in Block 10, above, the offeror agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the solicitation.   |                                   |  |
| <b>14. ACKNOWLEDGEMENT OF AMENDMENTS:</b> The offeror acknowledges receipt of the following solicitation amendments (write in all amendment numbers and amendment dates.   |                                   |  |
| Amendment Number and Date  | Amendment Number and Date         | Amendment Number and Date  |
|  |                                   |  |
|  |                                   |  |
| <b>15. OFFEROR'S NAME AND ADDRESS:</b> (Type or Print)<br><br><br><b>TELEPHONE:</b> <b>E-MAIL:</b><br><b>CELL PHONE:</b> <b>FAX:</b>   |                                   | <b>16. NAME AND TITLE OF OFFEROR'S REPRESENTATIVE</b><br><b>(PERSON AUTHORIZED TO EXECUTE CONTRACTS):</b> (Type or Print)<br><br><b>17. OFFEROR'S REPRESENTATIVE SIGNATURE &amp; DATE:</b> |
| <b>AWARD</b><br>(To be completed by LAMTD)   |                                   |  |
| <b>18. DBE:</b> A DBE goal of <u>0</u> % has been established for this contract. Federal funds may utilized.   |                                   |  |
| <b>19. ACCEPTED AS TO:</b>   | <b>20. TOTAL AMOUNT OF AWARD:</b> | <b>21. CONTRACT NUMBER:</b>  |
|  |                                   |  |
| <b>22. LAMTD'S CONTRACTING OFFICER'S SIGNATURE &amp; CONTRACT AWARD DATE:</b><br><br><br>Name: _____ Signature: _____ Date: ____/____/____   |                                   |  |



|   | NAME         | FORM DESCRIPTION                             | FORM # | SUBMIT WITH<br>TECHNICAL OFFER? |
|---|--------------|--|--------|---------------------------------|
| ● | Cover Sheet  | Solicitation Overview                        | CS-01  | YES                             |
| ● | Legal Notice | Legal Notice                                 | LN-01  |                                 |
| ● | Section 1    | Introduction                                 | SEC-01 |                                 |
| ● | Section 2    | Statement of Work and/or Specifications      | SEC-02 |                                 |
| ● | Section 3    | General Provisions and Procedures            | SEC-03 |                                 |
| ● | Section 4    | Special Provisions and Procedures            | N/A    |                                 |
| ● | Section 5    | Submittal Requirements and Selection Process | SEC-05 |                                 |
| ● | Section 6    | Affidavits and Acknowledgements              | SEC-06 | YES                             |
| ● | Attachment 1 | Required Federal Clauses                     | ATT-01 |                                 |
| ● | Attachment 2 | Sample District Contract                     | ATT-02 |                                 |
| ● | Attachment 3 | Price/Fee Schedule                           | ATT-03 | YES                             |
| ● |              | Offeror's/Contractor's Technical Proposal    | X      | YES                             |

### **SEALED PROPOSAL LABEL**

Cut along the outer border and affix this label, or similar, to your sealed bid or proposal envelope to identify it as a "Sealed Offer". Be sure to include the name of the company submitting the offer where requested.



|  |
|--|
| <p align="center"><b>SEALED PROPOSAL</b><br/> <b>** DO NOT OPEN **</b></p> <p><b>SOLICITATION:</b><br/> <b>NUMBER:</b> 14-005<br/> <b>TITLE:</b> External Auditing Services</p> <p><b>SUBMITTED BY:</b></p><br><p><b>DELIVER TO:</b><br/> Lakeland Area Mass Transit District<br/> Attn: Lisa Harris, Contract Specialist<br/> 1212 George Jenkins Blvd., Lakeland, FL 33815</p> |
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**LAKELAND AREA MASS TRANSIT DISTRICT**

**LEGAL NOTICE**

**External Auditing Services  
Request for Proposal #14-005**

LAKELAND AREA MASS TRANSIT DISTRICT requests interested parties to submit formal sealed proposals, bids or offers for the above referenced solicitation.

The District is seeking offers from qualified firms interested in providing External Auditing Services; as defined within the solicitation. This shall be a Definite Delivery, Definite Quantity, Firm Fixed Price Contract offered as a three (3) year base term with two (2) additional one (1) year option terms as described in section 1 of the District's Solicitation No. 14-005.

The District will accept offers at 1212 George Jenkins Blvd., Lakeland FL 33815 until 2:00 P.M., Eastern Standard Time on June 30, 2014. Offers received after such time will remain unopened and available for pickup by the offeror.

A copy of the subject solicitation may be obtained free of charge from the District's website at [www.ridecitrus.com](http://www.ridecitrus.com) under the "Business Opportunities" menu, "current bid postings" or through [www.demandstar.com](http://www.demandstar.com).

A pre-offer conference will be held at 10:00 A.M. on June 3, 2014. Offerors are strongly urged to attend. To ensure adequate seating, pre-registration is requested, as detailed in Section 1.6 of the solicitation. This informational session presents an opportunity to discuss the work to be performed with the prospective offerors and allows them to ask questions concerning the solicitation. Offerors are cautioned that, although the pre-offer conference is optional, no modifications or any changes will be allowed in the pricing because of the failure of the offeror(s) to have visited the site or to have attended the conference.

The District supports and encourages DBE certified firms to participate in the solicitation process; the District's overall DBE Program goal is 2% of total contract expenditures. The District only recognizes DBE status based on whether the firm has attained certification from the Florida Department of Transportation's Unified Certification Program (UCP).

BY ORDER OF: LAKELAND AREA MASS TRANSIT DISTRICT.

PROCUREMENT & CONTRACTS DEPARTMENT



## SECTION 1.0 – INTRODUCTION

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### 1.1 Back Ground

The Lakeland Area Mass Transit District (LAMTD), hereinafter referred to as the “District”, has provided public transportation to the Polk County area since 1982. With an employee population of about 144 individuals, the District's operations include approximately 38 fixed route buses, 21 paratransit demand response service vehicles, and 10 support vehicles. Polk County is situated along Interstate 4 corridor between Orlando and Tampa and is larger than the state of Rhode Island or equal in size to Delaware. The total area of the county is approximately 2,010 square miles which makes it the fourth largest county in Florida, exceeded only by Dade, Palm Beach, and Collier counties. Polk County ranks as the eighth in population among Florida's 67 counties; the Lakeland Urbanized Area houses 1/3 (over 200,000) of its currently estimated 609,000 residents. The District's Board of Directors is composed of five members, who are sitting Polk County, Florida and City of Lakeland Commissioners.

The Polk Transit (PT): is an independent special district established for the purpose of unifying mass transit services to the citizens of Polk County. Transit services are provided through a network of entities that operate independently of each other, with all service provided through a single call to its Regional Mobility Call Center or a single click to the FindMyRoutes.com website. This focus brings the Polk County public transit providers together under one simplified banner.

For more information about Polk County, please visit: <http://www.polk-county.net>.

A system map can be accessed at: <http://ridecitrus.com/content/routes/LakelandMap.pdf>.

### 1.2 Purpose of Solicitation

The purpose of this solicitation is to secure a qualified firm interested in providing External Auditing Services, as outlined within the solicitation, for the Lakeland Area Mass Transit District and the Polk Transit Authority.

### 1.3 Minimum Qualifications

Firms submitting an offer must firmly demonstrate their capability to satisfy the requirements under this solicitation and resulting contract while maintaining industry standard licenses and certifications as may be required elsewhere within the this solicitation and by the state of Florida. Such documentation must be provided to be deemed responsive and responsible. Offerors must also firmly demonstrate their knowledge of applicable laws and regulation with their ability to perform and/or provide the goods or services outlined in Section 2.

### 1.4 Communications with the District

After advertisement of any solicitation, communication with the District is limited to the methods prescribed below:

Questions: Technical or scope of service related questions concerning this solicitation, and contract award, shall be submitted in writing. Written communication may be submitted in the form of an e-mail to the Contracting Officer specified below.

Offerors are cautioned that until this solicitation is either recommended for award or cancelled, they may have contact only with the contact person identified above. Discussions or communications regarding this solicitation with any other



personnel associated in any capacity with the District, its consultants, contractors or members of its Board of Directors, are strictly prohibited, unless otherwise approved in writing by the Contracting Officer.

Any violation of this restriction may result in the disqualification of the Offeror from further participation in this procurement, and from award of any contract or subcontract under this solicitation.

Statements made or information given during the procurement and award process binds the District ONLY when such statements or information are written and executed by the District's Chief Financial Officer or his/her designee.

No offeror or other third party shall gain rights by virtue of these policies and procedures or the application thereof, nor shall any offeror or third party have standing to sue or any cause of action arising there from.

All offerors will be notified in writing when the District makes an award recommendation.  
The Contracting Officer for this solicitation is:

Lisa Harris, Contract Specialist  
Lakeland Area Mass Transit District  
1212 George Jenkins Blvd, Lakeland, FL 33815  
Phone (863) 327-1314; fax (863) 327-1345; email [lharris@ridecitrus.com](mailto:lharris@ridecitrus.com)

### 1.5 Solicitation Timeline

|                                    |                |
|------------------------------------|----------------|
| SOLICITATION ISSUED                | DATE: 05/22/14 |
| PRE-OFFER CONFERENCE               | DATE: 06/03/14 |
| OFFERS DUE                         | DATE: 06/30/14 |
| OFFER EVALUATIONS                  | DATE: 07/2014  |
| BOARD REVIEW/APPROVAL              | DATE: 08/2014  |
| CONTRACT AWARD & NOTICE TO PROCEED | DATE: 09/2014  |

*NOTE: DATES REFERENCED ABOVE ARE TENTATIVE AND FOR PLANNING PURPOSES ONLY.  
THEY ARE SUBJECT TO CHANGE.*

### 1.6 Pre-offer Conference

A pre-offer conference will be held at 10:00 A.M. on June 3, 2014 at 1212 George Jenkins Blvd, Lakeland, FL 33815. Attendees are required to sign in at the Administration Bldg. Offerors are strongly urged to attend. Preregistration is suggested to ensure adequate seating is available. When registering please indicate the number of attendees, provide their names and position held.

If planning to attend this conference telephonically, please inform the Contracting Officer, noted in Section 1, via email and no later than 3 days prior to the conference. Please provide the information noted above as well as the number of lines your firm will require. Lines are limited and designated with "speaking" or "listening" roles. If multiple lines are necessary please indicate if attending as a listening session or as two way communication.

This informational session presents an opportunity to discuss the work to be performed with the prospective offerors and allows them to ask questions concerning the solicitation. Offerors are cautioned that, although the pre-offeror conference is optional, no modification or any changes will be allowed in the pricing because of the failure of the offerors(s) to have visited the site or to have attended the conference.

### 1.7 Type of Contract

**A.** This is a definite quantity/definite delivery (firm-fixed price) contract. The District shall purchase the services specified In Section 2 and the Contractor shall deliver them at the price, within the timeframe and in accordance with the terms and conditions stipulated elsewhere in this contract.

**B.** When and if ordered, the Contractor shall furnish the District with a maximum of \$75,000 goods or services, per year and a minimum of \$30,000 for the full duration of the contract (base plus option terms).



## **1.8 Period of Performance**

For each audit year, the Contractor shall complete all of the audit work specified in Section 2 within ninety (90) days of the District's issuance of Notice to Proceed. Notice to Proceed for each audit year shall be issued no later than the last day of November of the following year (i.e., if the audit period is fiscal year 2014, notice to proceed will be issued no later than November 30, 2015).

## **1.9 Number of Awards**

One contract award shall be made.

## **1.10 Term of Contract**

**A.** The Base Term of this Contract shall be for a three (3) year period.

**B.** The Option Term of this Contract shall be for two (2) additional one-year options and renewable at the District's sole discretion. The District reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension.

## **1.11 Ordering**

**A.** Any supplies and services to be furnished under this contract shall be obtained by the issuance of task orders. The Contracting Officer, Project Manager and their designated representative(s) are the only individuals with the authority to place orders against this contract.

**B.** All task orders are subject to the terms and conditions of the contract. In the event of conflict between an order and the contract, the contract shall control.

**C.** Additionally, task orders may be issued by telephone followed by a written order, by electronic mail with an attached order, or by facsimile.

## **1.12 Definitions**

As used throughout this contract, the following terms shall have the meaning set forth below:

ADAAA: American's with Disabilities Act Amendments Act

Authorized Signee: An individual who is authorized to execute a binding document on behalf of the Offeror/Contractor.

Contract: Contract to be executed by the District and the Offeror selected to provide the goods or services defined in within the solicitation, in the form substantially similar to that herein.

Contractor: The successful Offeror who is awarded the contract.

Contracts Specialist, Agent or Administrator: The District's contracting officer, as designated in the District's Policy Manual, who is responsible for the administration of the Contract and any changes that subsequently occur.

D.B.E.: Disadvantaged Business Enterprise, a business owned wholly or in majority by a person or persons considered to be minorities.

District or LAMTD: The Lakeland Area Mass Transit District, a body politic and corporate, created by Polk County, Florida ordinance.

FASB: Financial Accounting Standards Board.

GAAFR: Governmental Accounting, Auditing and Financial Reporting.

GAAP: Generally Accepted Accounting.

GASB: Governmental Accounting Standards Board.



Professional Accounting Standards: Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB), Financial Accounting Standards Board (FASB) and Governmental Accounting, Auditing and Financial Reporting (GAAFR).

Project Manager: The person responsible for administering the Project / Technical advisor and responsible to the Contracting Officer of the Procuring Agency. **\*\* The Project Manager for this program as noted throughout the solicitation is the Chief Financial Officer. \*\***

Proposal and /or Offer: Statement of qualifications, submission of proposal, bid or quote by an offeror in accordance with this solicitation

Proposer and/or Offeror: "Submitter" or "Respondent" to mean the person, firm, entity or organization submitting a response to this Solicitation.

Scope of Services/Work (SOW) or Specifications (Specs): Section 2.0 of this solicitation, details the goods or services to be purchased or performed by the contractor.

Solicitation: An Invitation to Bid (ITB), Request for Proposal (RFP), Request for Qualification (RFQu), Request for Quote (RFQ) or Request for Information (RFI) document, and all associated addenda and attachments.

Subcontract: An agreement between the Contractor and the Subcontractor to perform a portion of the contract between the Contractor and the District.

Subcontractor or Subconsultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privities of Contract with the Contractor.

### 1.13 Acronyms

Acronyms used throughout this Section 2, Statement of Work are defined as follows:

| Acronym | Definition                             |
|---------|--|
| CFDA    | Catalog of Federal Domestic Assistance |
| CSFA    | Catalog of State Financial Assistance  |
| FDOT    | Florida Department of Transportation   |
| FHWA    | Federal Highway Administration         |
| FTA     | Federal Transit Administration         |
| IS      | Information Systems                    |
| NTD     | National Transit Database              |
| OMB     | Office of Management & Budgets         |



## SECTION 2.0 – SCOPE OF WORK

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### 2.1 Scope of Work

The scope of services described in this section ("Scope of Work") is a general guide and is not intended to be a complete list of all work, tasks, or material necessary to provide the supply of goods or services. The Scope of Work contains tasks believed necessary to provide External Audit Services that meet the needs of the District and the Polk Transit.

### 2.2 Key Personnel and Qualifications

The Contractor shall not remove or reassign any key personnel, without submitting a written request to and obtaining written consent from the Project Manager and Contracting Officer prior to taking such action. However, the Contractor shall, if requested to do so by the Contracting Officer, remove or reassign any key personnel not acceptable to the District. For performance of this contract the key personnel are those persons whose names are specified in the Contractor's proposal.

The Contractor shall have knowledge of and comply with Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB), Financial Accounting Standards Board (FASB) and Governmental Accounting, Auditing and Financial Reporting (GAAFR). Additionally, Experience with public transportation agencies receiving Federal Transit Administration grant funding is preferred.

### 2.3 Audit Objectives

The objective of the audit shall be the expression of an opinion as to whether the financial statements are fairly presented, in all material respects, in conformity with U.S. Generally Accepted Accounting Principles (GAAP), as revised, and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- (a) Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- (b) Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The audit shall be conducted in accordance with U.S. generally accepted accounting principles; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and the rules of the Auditor General, and will include tests of the District's accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures considered necessary to enable auditors to express such an opinion and to render the required reports. Both LAMTD and the Polk Transit (PT) will be clients in this cooperative procurement effort. The PT is a governing body that provides policy-making direction toward consolidating public transportation services in the County. The PT has approximately \$2585,000 in assets as of this writing.



## **2.4 Audit Task 1: Conduct Annual Audit**

**A.** The Contractor shall provide external independent auditing services to include the conduct an annual organization-wide audit in accordance with generally accepted auditing standards for financial and compliance audits in accordance with the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; the Single Audit Act of 1984 (Amended 1996); Government Auditing Standards (Yellow Book); and the Florida Single Audit Act, Chapter 10.550, Rules of the Auditor General of the State of Florida.

**B.** The audit shall include at a minimum, a financial and compliance examination, the purpose of which is to determine whether:

- (a) The financial statements present fairly the financial position of The Authority and the results of its financial operations in accordance with generally accepted accounting principles;
- (b) The Authority's internal accounting and other control systems to provide reasonable assurance that it is managing financial assistance programs and is in compliance with applicable laws, rules, and regulations; and
- (c) The Authority has complied with applicable laws, rules, and regulations that may have a material effect on its financial statements and on each major assistance program.

**C.** The audit shall include all program and non-program operations administered by the Authority. The Program summaries are as follows:

- 1) Federal Programs  
(Some Federal Programs may be administered through the FDOT)
  - a) FTA Section 5307 Formula Grant (20.507)
  - b) FTA Section 5311 Formula Grant for Other Than Urbanized Areas (20.509)
  - c) FTA Section 5309 Major Capital Investment Grant (20.500) – New Starts & Small Starts, Buses & Bus Facilities, Fixed Guideways
  - d) FTA Section 5316 Job Access/Reverse Commute Grant (20.516)
  - e) FTA Section 5317 New Freedom Grant (20.521)
  - f) FTA Section 5339 Alternative Analysis
  - g) Other FTA Programs/Grants
- 2) State Programs
  - a) FDOT Service Development Grant (55.012)
  - b) FDOT Block Grant (55.010)
  - c) FDOT Park and Ride Lot Grant (55.011)
  - d) FDOT Intermodal Development Grant (55.014)
  - e) FDOT New Starts Grant (55.017)
  - f) FDOT State Transit Corridor (55.013)
  - g) FDOT Congestion Management (55.023)

## **2.5 Audit Task 2: Prepare Annual Audit Report**

Prepare an audit report (including the financial statements and Notes to the Financial Statements) at the completion of the audit in accordance with OMB requirements and standards. The audit report shall include a federal and state schedule of award and project assistance that will reflect the grantor, program title, CFDA and CSFA numbers, contract number, program or award amount, and the amount of receipts, expenditures, receivables, and/or deferrals.

## **2.6 Audit Task 3: Review and Certify Data and Reports**

**A.** Data Collection Form: Auditors shall provide a Data Collection Form that summarizes the audit findings. Auditors shall provide an original and print-ready master of auditors reports to the District; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities.

**B.** National Transit Database (NTD): Perform an annual National Transit Database (NTD) review before the District's submission to the Federal Transit Administration (FTA). The following web link has been provided for information on the requirements for this area.

[http://www.ntdprogram.gov/ntdprogram/pubs/ARM/2008/pdf/2008\\_Auditor\\_Information\\_Sheet\\_IAS-FD.pdf](http://www.ntdprogram.gov/ntdprogram/pubs/ARM/2008/pdf/2008_Auditor_Information_Sheet_IAS-FD.pdf).



**C.** Provide the District and PT with an electronic copy of the final audit report for CAFR preparation during the month of December of each year. Provide presentations, on an as-requested basis, to the Entities Board of Directors. Provide an implementation schedule for the performance of work included in all tasks.

## **2.7 Audit Task 4: Periodic Reviews and Technical Assistance**

Be available to the District and PT throughout the term of the contract to provide technical assistance including, but not limited to, the performance of special studies and the preparation of reports as may be required and authorized in writing by the District. Fees for any such special requests shall be subject to negotiation based on cost information provided by the proposer and limits established within the agreement.

## **2.8 Audit Task 5: Other**

The audit documentation for this engagement is the property of the audit firm and constitutes confidential information. However, pursuant to authority given by law or regulation, auditors may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. General Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. Auditors will notify LAMTD of any such request. If requested, access to such audit documentation will be provided under the supervision of audit firm personnel. Furthermore, upon request, auditors may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

## **2.9 District Furnished Information**

The following shall be requested from and provided by the District's and/or PT's Project Manager to the Contractor post award.

**D.** Workspace and Schedules. The Authority will provide the auditor with reasonable workspace accommodations. The Authority shall, also, prepare the following draft statements and schedules by November of each year:

- 1) Financial Statements: Statements of Revenues, Expenses, Trial Balance, and Adjusted Trial Balance Reports.
- 2) Schedule of Local Financial Assistance, Schedule of Federal Financial Awards, and Schedule of State Financial Assistance.
- 3) Miscellaneous documentation, schedules and reports as needed to assist with the audit, such as the following:
  - a) Property and Equipment
  - b) Depreciation Expense
  - c) Accounts Receivable
  - d) Accounts Payable
  - e) Inventory
  - f) Grants Receivable
  - g) Accrued Salaries & Related Taxes
  - h) Net Assets
  - i) Any Minimum Future Rent Obligations

**E.** Finance Department and Clerical Assistance: District staff will be available to assist the Auditor in making copies of documents, preparing confirmation letters, and to provide documents, records, and explanations through the directive of the District's Project Manager

**F.** Electronic Data Processing Assistance: The District's Information System (IS) Department personnel will be available to provide system documentation and explanations as well as make internet access available, while on the District's property and through the directive of the District's Project Manager

## **2.10 Price/Fee Schedule**

- A.** Pricing offered shall be entered into, and submitted on, the Price Schedule Summary provided by the District as Attachment 3 to the solicitation which should resemble the image shown below.
- B.** The fee structure, as stated under Section 1.7 of this solicitation, is an all inclusive firm fixed price as reflected in the Price Schedule summary.



- C. Attachment 3 is provided as an Excel workbook reflective of the Price Schedule Summaries and Direct Labor Details for both LAMTD and the PT.
- D. Detailed Direct labor cost must also be provided at the beginning each contract term and incorporated into the all inclusive firm fixed pricing. The three (3) year base term direct labor costs shall be provided with each initial offer.
- E. Fully burdened hourly labor rates shall include all wages, overhead, indirect costs, general and administrative expense, fees and profit. These hourly labor rates specified in the Schedule shall apply to all Contractor and subcontractor personnel. The authority will not reimburse for time spent by more than one representative attending while meetings, interviews, functions, etc., without obtaining prior approval of the District.
- F. Offerors must provide pricing for the "Option Terms." In evaluating and assigning price points, option pricing shall be considered.
- G. Provide any additional pricing details, service description and/or applicable fees on a separated document if necessary. *Please Note, as stated in Attachment 2 (LAMTD Standard Contract) section 4(c) "Cost-plus percentage of cost contracts are prohibited by federal law".*

| Attachment 3- Price Schedule  |   |   |                           |                            |                            |
|---|---|---|---------------------------|----------------------------|----------------------------|
| <p>The Offeror must provide the following information in the Price Schedule Summary and Direct Labor Details for the Base Term and Option Terms. The Offeror must provide the following information in the Price Schedule Summary and Direct Labor Details for the Base Term and Option Terms. The Offeror must provide the following information in the Price Schedule Summary and Direct Labor Details for the Base Term and Option Terms.</p> <p>The prices and quantities are for the entire contract term and shall be provided for the entire contract term and shall be provided for the entire contract term.</p>   |   |   |                           |                            |                            |
| <b>2 YEAR BASE TERM</b>   |   |   |                           |                            |                            |
| Line Item   | Description of Supply Service                       | Estimated Quantity (Q1)                 | Estimated Unit Price (U1) | Estimated Total Price (T1) | Estimated Total Price (T2) |
| 1   | Operating and Maintenance Labor/Time                | 0                                       | \$                        | 0                          | 0                          |
| 2   | Operating and 2700 Hours                            | 1.0                                     | \$                        | 22                         | 22                         |
| 3   | Operating and 3000 Hours                            | 0                                       | \$                        | 0                          | 0                          |
| 4   | Operating and 3300 Hours                            | 1.0                                     | \$                        | 22                         | 22                         |
| 5   | Operating and 3600 Hours                            | 0                                       | \$                        | 0                          | 0                          |
| 6   | <b>YEARLY COST</b>                                  |   |                           |                            |                            |
| 7   | <b>TOTAL OF 2 YEAR BASE TERM PRICE</b>              |   |                           |                            |                            |
| <b>OPTION TERM ONE</b>  |   |   |                           |                            |                            |
| Line Item   | Description of Supply Service                       | Estimated Quantity (Q1)                 | Estimated Unit Price (U1) | Estimated Total Price (T1) | Estimated Total Price (T2) |
| 8   | Operating and Maintenance Labor/Time                | 0                                       | \$                        | 0                          | 0                          |
| 9   | Operating and 2700 Hours                            | 1.0                                     | \$                        | 22                         | 22                         |
| 10  | Operating and 3000 Hours                            | 0                                       | \$                        | 0                          | 0                          |
| 11  | Operating and 3300 Hours                            | 1.0                                     | \$                        | 22                         | 22                         |
| 12  | Operating and 3600 Hours                            | 0                                       | \$                        | 0                          | 0                          |
| 13  | <b>TOTAL OF OPTION ONE PRICE</b>                    |   |                           |                            |                            |
| <b>OPTION TERM TWO</b>  |   |   |                           |                            |                            |
| Line Item   | Description of Supply Service                       | Estimated Quantity (Q1)                 | Estimated Unit Price (U1) | Estimated Total Price (T1) | Estimated Total Price (T2) |
| 14  | Operating and Maintenance Labor/Time                | 0                                       | \$                        | 0                          | 0                          |
| 15  | Operating and 2700 Hours                            | 1.0                                     | \$                        | 22                         | 22                         |
| 16  | Operating and 3000 Hours                            | 0                                       | \$                        | 0                          | 0                          |
| 17  | Operating and 3300 Hours                            | 1.0                                     | \$                        | 22                         | 22                         |
| 18  | Operating and 3600 Hours                            | 0                                       | \$                        | 0                          | 0                          |
| 19  | <b>TOTAL OF OPTION TWO PRICE</b>                    |   |                           |                            |                            |
| <b>OPTION TERM THREE</b>  |   |   |                           |                            |                            |
| Line Item   | Description of Supply Service                       | Estimated Quantity (Q1)                 | Estimated Unit Price (U1) | Estimated Total Price (T1) | Estimated Total Price (T2) |
| 20  | Operating and Maintenance Labor/Time                | 0                                       | \$                        | 0                          | 0                          |
| 21  | Operating and 2700 Hours                            | 1.0                                     | \$                        | 22                         | 22                         |
| 22  | Operating and 3000 Hours                            | 0                                       | \$                        | 0                          | 0                          |
| 23  | Operating and 3300 Hours                            | 1.0                                     | \$                        | 22                         | 22                         |
| 24  | Operating and 3600 Hours                            | 0                                       | \$                        | 0                          | 0                          |
| 25  | <b>TOTAL OF OPTION THREE PRICE</b>                  |   |                           |                            |                            |
| 26  | <b>TOTAL OF BASE + OPTION TERMS + BASE OF AWARD</b> |   |                           |                            |                            |
| <p>THE OFFEROR MUST PROVIDE THE FOLLOWING INFORMATION IN THE PRICE SCHEDULE SUMMARY AND DIRECT LABOR DETAILS FOR THE BASE TERM AND OPTION TERMS. THE OFFEROR MUST PROVIDE THE FOLLOWING INFORMATION IN THE PRICE SCHEDULE SUMMARY AND DIRECT LABOR DETAILS FOR THE BASE TERM AND OPTION TERMS. THE OFFEROR MUST PROVIDE THE FOLLOWING INFORMATION IN THE PRICE SCHEDULE SUMMARY AND DIRECT LABOR DETAILS FOR THE BASE TERM AND OPTION TERMS.</p> <p>THE OFFEROR MUST PROVIDE THE FOLLOWING INFORMATION IN THE PRICE SCHEDULE SUMMARY AND DIRECT LABOR DETAILS FOR THE BASE TERM AND OPTION TERMS. THE OFFEROR MUST PROVIDE THE FOLLOWING INFORMATION IN THE PRICE SCHEDULE SUMMARY AND DIRECT LABOR DETAILS FOR THE BASE TERM AND OPTION TERMS. THE OFFEROR MUST PROVIDE THE FOLLOWING INFORMATION IN THE PRICE SCHEDULE SUMMARY AND DIRECT LABOR DETAILS FOR THE BASE TERM AND OPTION TERMS.</p> |   |   |                           |                            |                            |
| Name & Title of Offeror's Representative  |   | Signature & Date                        |                           | Date                       |                            |
| (Print or Type Name & Title)  |   | (Signature of Offeror's Representative) |                           | (Date)                     |                            |
| (OFFEROR'S OFFICE ADDRESS AND CITY, STATE AND ZIP CODE)   |   |   |                           |                            |                            |



## SECTION 3.0 –GENERAL PROVISIONS and PROCEDURES

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### 3.1 Business Entity Registration

The District requests business entities to complete a registration form found on the District's website. Firms need not register with the District to present an offer; however, the selected Offeror(s) must register prior to award of a contract as failure to register may result in the rejection of the offer.

It is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this solicitation.

### 3.2 Request for Clarification

Requests for additional information or clarifications must be made in writing and received by the District's Contracting Officer no later than 5 business days prior to the solicitation due date. The request must contain the solicitation number and title, Offeror's name, contact person, street and email address, phone number, and facsimile number.

The District will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the solicitation Due Date. Offerors should not rely on any representations, statements or explanations other than those made in this solicitation or written addendum thereto. Where there appears to be conflict between the solicitation and any addenda issued, the last addendum issued shall prevail.

It is the Offeror's responsibility to ensure receipt of all addenda with the designated Contracting Officer prior to submitting an offer. Additionally, Offerors are required to acknowledge the number of addenda received as part of their submission **(see attached Form P, the addenda signature block, or block 14 of the solicitation overview)**.

Offerors who obtain copies of this solicitation from sources other than the District's website or DemandStar risk the possibility of not receiving any or all addenda, since their names may not be appear on the Vendor or Bidders List for this particular solicitation. Such Offerors are solely responsible for those risks.



### **3.3 Extension of Time**

If an Offeror requires more time to prepare their offer, a request for extension may be forwarded in writing not later than five (5) working days prior to the due date for submittal.

Granting an extension will be based on the number of such requests and the reason(s) for each request. The decision to grant an extension will be solely at the discretion of the District. In the event of an extension, prospective Offerors will be notified immediately and appropriate addenda will be issued.

### **3.4 Listing of Subcontractors and/or Suppliers**

Offers shall include a listing of subcontractors and suppliers who will be used on the contract. (See Form A)

### **3.5 Fair Subcontracting Policies**

All selected Offerors on District contracts in which subcontractors may be used shall be subject to and comply with, requiring Offerors to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- (a) notifies the broadest number of subcontractors of the opportunity to be awarded a subcontract;
- (b) invites subcontractors to submit bids/proposals in a practical, expedient way;
- (c) provides subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- (d) allows subcontractors to meet with appropriate personnel of the Offeror to discuss requirements; and
- (e) awards subcontracts based on full and complete consideration of all submitted bid/proposals and in accordance with the Offeror's stated objectives.

All Offerors seeking to contract with the District must provide a statement of their subcontracting policies and procedures.

### **3.6 Conflict of Interest**

The Offeror shall state if it represents clients that may present conflicts or potential conflicts with representation of the District. Offerors shall provide a list of any potential conflicts by description. Offerors need not identify a particular client. If conflicts are listed, the Offeror shall address how these conflicts will be resolved. (See required Form D)

A Conflict of Interest, actual or apparent, shall render this Agreement voidable. A Conflict of Interest may arise in any of the following:

- (a) A District employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, in a firm, corporation, partnership or business entity that seeks to transact business with the District.
- (b) A contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to the recipient due to other activities, relationships, contracts, or circumstances.
- (c) A contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
- (d) During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

### **3.7 Proprietary/Confidential Information**

Offerors are hereby notified that all information submitted as part of, or in support of, an offer will be available for public inspection, in accordance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

Please note that the District is bound by a broad public records disclosure law (Chapter 286 et. seq., Florida Statutes, the "Sunshine Act"). If your firm wishes to declare any trade secret information in its submission as proprietary/confidential, please mark "Proprietary/ Confidential Information" or the substantial equivalent thereof on EACH page you wish redacted (withheld) from public records disclosure (Ch. 812.081; 815.04, et seq., Florida Statutes). You must provide the appropriate Florida Statute citation in order for each section to be declared as trade secret/confidential, and a written explanation (Form N). However, doing so does not guarantee that the District will be able to comply with such a request should your firm provide documents that do not meet the statutory definition of a confidential trade-secret, notwithstanding the aforementioned marking, and/or if a public records requestor successfully challenges the redaction in a court of law. Accordingly, by submitting an offer, your firm acknowledges the foregoing and consents to holding the District and its employees harmless for necessary disclosures of information pursuant to a properly filed public records request. The District is not liable for necessary and proper disclosures of information pursuant to a properly filed public records request, and by submitting an offer, your firm consents to this waiver. The redaction or return of information pursuant to this paragraph may render an offer non-responsive.



### 3.8 Submittal Requirements

Submittal requirements are outlined within Section 4 of this solicitation.

### 3.9 Review of Submissions for Responsiveness

Each offer will be reviewed to determine responsiveness to the submission requirements as outlined through the solicitation. A responsive offer is one which follows the requirements of the solicitation, includes all documentation, is submitted in the format outlined, submitted on time, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in an offer being deemed non-responsive.

### 3.10 Late Submissions, Modifications and/or Withdrawals

**A. Late Submissions:** Offers received after the Submission Due Date, stated elsewhere, are late and will not be considered. Letters of withdrawal received either after the Submission Due Date or after Contract Award, whichever is applicable, are late and will not be considered.

The responsibility for submitting the offer to the District on or before the stated time and date is solely and strictly the responsibility of the Offeror. The District is not responsible for delays caused by any mail, package or couriers service, including the U.S. mail, or caused by any other occurrence.

**B. Modified Proposals/Offers:** Modifications received after the Submission Due Date are also late and will not be considered.

A modified offer may be submitted to replace all or any portion of a previously submitted offer up until the elsewhere stated Submission Due Date. The Selection Evaluation Committee will only consider the latest version of the offer, proposal, bid, or qualifications submission.

**C. Withdrawal of Proposal/Offer Submittals:** Offer submissions shall be irrevocable until contract award unless the offer is withdrawn. A offer may be withdrawn in writing only, addressed to the District contact person for this solicitation (in accordance with **Section 1.4**), prior to the Due Date or upon the expiration of one hundred twenty (120) calendar days after the opening of offer submissions. Unauthorized conditions, limitations, or provisions attached to an offer may cause its rejection. **NO oral, telegraphic, telephonic, or facsimile (FAX) offers or modifications will be considered unless otherwise stated.**

### 3.11 Solicitation Postponement and/or Cancellation

The District may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this solicitation process; or waive any irregularities in this solicitation or in the responses received as a result of this process. The District reserves the right to request and evaluate additional information or clarification from any respondent after the submission deadline as the District deems necessary.

### 3.12 Solicitation Evaluation and Award

Solicitation evaluation and award process are outlined in Section 5 of this solicitation.

### 3.13 Right of Protest

The recommendation for contract award of an offer may be protested by an offeror in accordance with the District's procedures. The District's Policy Manual, found at [www.ridecitrus.com](http://www.ridecitrus.com) defines the procedure that will be followed for resolution of protests arising from the procurement process. The District reserves the right to waive any minor informalities or irregularities that do not prejudice other Offerors and/or to reject any and all offerors submitted in response to any solicitation. Conditional offers or those that take exception to the Scope of Work or Specifications may be considered non-responsible and may be rejected by the District.

### 3.14 Invoicing and Payment

Invoicing and Payment Procedures are outlined within Section 7 of Attachment 2, District Contract.

Prompt payment discounts will not be considered in evaluating bids for award. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.

Polk Transit invoices shall specify their entities and be submitted to and in accordance with the District's invoicing and Payment Procedures..



### 3.15 Cost Incurred

All expenses involved with the preparation and submission of offers to the District, or any work performed in connection therewith, shall be borne by the Offeror(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Offeror(s) prior to commencement of work as defined by a contract and/or approved by the Board of Directors for the Lakeland Area Mass Transit District.

### 3.16 Insurance Requirements

The levels of coverage below represent limits necessary for most goods or services provided to the District. Submit a copy of a certificate, verification of coverage, or similar document as current proof of insurances indicated below. Should an Offeror view the coverage as excessive or request any variances, exception may be taken as outlined in Section 4.4.

**A.** Workers Compensation shall be maintained by the selected firm or individual for all employees engaged in the work under the contract in accordance with the laws of the State of Florida. Employers Liability Insurance shall be maintained by the selected firm or individual at limits not less than the following:

|             |                       |
|-------------|-----------------------|
| \$ 500,000  | Each Accident         |
| \$ 500,000  | Disease Each Employee |
| \$1,000,000 | Disease Aggregate     |

Proof of workers compensation for each employee will need to be submitted upon award.

**B.** Comprehensive General Liability Insurance shall be maintained by the selected firm or individual with limits not less than the following:

|             |   |
|-------------|---|
| \$1,000,000 | Bodily Injury and Property Damage - each occurrence |
| \$1,000,000 | Personal Injury - each occurrence                   |
| \$2,000,000 | General Aggregate **                                |
| \$1,000,000 | Products/Completed Operations Aggregates limit      |

Coverage shall include Contractual Liability and Independent Contractors Liability.

**C.** Automobile Liability Insurance shall be maintained by the selected firm or individual with a combined single limit of not less than \$1,000,000 Bodily Injury and Property Damage in accordance with the laws in the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

**D.** Professional Liability Insurance shall be maintained by the selected firm or individual with a combined single limit of not less than \$1,000,000 protecting the selected firm or individual against claims of the District for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the selected firm or individual.

Certificate of Liability Insurance will need to be submitted after vendor award and before any work can be done on District premises.

### 3.17 Rules, Regulations and Licensing Requirements

The Offeror shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Offerors are presumed to be licensed to do business in the state of Florida and be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Renovation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

### 3.18 Independent Private Sector Inspector General Review

In connection with any award issued as a result of this solicitation, the District has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the District deems it appropriate to do so. Upon written notice from the District, the selected Offeror shall make available to the IPSIG retained by the District all requested records and documentation pertaining to this solicitation or any subsequent award, for inspection and copying. The District will be responsible for the payment of these IPSIG services, and under no circumstance shall the Offeror's cost/price for this solicitation or any subsequent work orders awarded be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Offeror, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the District to conduct, audit or investigate the operations, activities and performance of the selected Offeror in connection with this solicitation or any contract issued as a result



thereof. The terms of this provision are neither intended nor shall they be construed to impose any liability on the District by the selected Offeror or third party.

### **3.19 Safety and Security**

**A. Security:** The Contractor and Contractor's personnel shall abide by all security procedures, rules and regulations established at the complex, and shall cooperate with Citrus Connection and Lakeland Police Department. The Contractor shall provide the Citrus Connection security officer and Project Manager, at the Contractor's expense, a police background check of each prospective Contractor personnel prior to the personnel's start of services and, thereafter, upon Citrus Connection's request. Based on the results of this security check and at the sole discretion of Citrus Connection, any Contractor personnel may be barred from working in sensitive areas.

If it is determined by police investigation and proper documentation that a Contractor personnel has acted unlawfully while at the premises (removing or damaging any property of Citrus Connection or any party at the facility) the Contractor shall hold full responsibility for the personnel, including any restitution; the personnel shall be removed from service of the contract; and Citrus Connection may seek further prosecution of the Contractor and the personnel to the extent of the law.

**B. Cellular Phones and Electronic Devices:** The Contractor shall comply with the District's policy regarding the use of Cellular Phones and Electronic Devices. The Contractor and Contractor employees shall not use electronic communication devices and accessories while on duty in safety sensitive areas. Electronic communication devices include cellular phones (including those with hands-free devices), scanner, walkie-talkie, tape recorder, Compact Disc (CD) player or cassette/walkman, radio, MP3 Player, boom-box, game-boy and other electronic device used to transmit, receive or record information. The safety sensitive areas will be identified by the Project Manager at the Kick-off meeting.

### **3.20 Performance Standards**

**A. Quality Control-Inspection and Acceptance:** All services or tasks performed under the contract shall be subject to inspection and acceptance by the Project Manager or an authorized representative while the work is in progress or after its completion. If any of the items described in Section 2 are determined to be unsatisfactory (does not meet standards) or is found to be otherwise not in accordance with the requirements of this contract, the Project Manager or his/her designee shall notify the Contractor and the Contractor shall take immediate steps to take corrective action and schedule re-inspection. The District will be the sole judge as to the acceptability of the work and the condition of the facilities.

The District reserves the right to declare service personnel to be unacceptable for work under this contract without cause or reason and if so declared, the Contractor shall remove and replace the individual immediately. If such declaration is given orally, the District will issue a written confirmation to the contractor within five (5) working days of the oral notification.

**B. Administrative Charges:** In the event of a failure to complete any service(s) or task(s) in accordance with the contract or to the satisfaction of the District, within any stipulated time, the District may assess an administrative cost for the failure to perform such work. These charges shall be based on the cost which would be incurred should the District staff or another Contractor have to perform the work and may be assessed on a daily basis. Any further action necessary, will be in accordance with Section 8 of the contract.

### **3.21 Criminal Conviction**

Any individual who has been convicted of a felony during the past ten years, and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving payment from the District.

### **3.22 Public Entity Crimes**

All Requests for Proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an offer on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of public building or public work, may not submit offers on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.



All vendors who submit an offer to the District are guaranteeing that they have read the previous statement, and by signing the solicitation documents, are qualified to submit an offer under Section 287.133, (2)(a) Florida Statutes.

### **3.23 Bankruptcy**

Any Offeror, who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or is in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Offer under federal bankruptcy law or any state insolvency law, may be deemed non-responsive.

### **3.24 No Waiver of Sovereign Immunity**

The District is an agency and a body politic of the State of Florida and, as such, is entitled to the benefits of sovereign immunity provided in the Florida Constitution and the statutes and laws of the State of Florida. With this background, nothing contained in this solicitation nor contained in the contract to be entered into herefrom, whether by action or provisions hereof, shall constitute any waiver by the District of the benefits of said sovereign immunity under the laws of the State of Florida.

**THE DISTRICT SHALL NOT INDEMNIFY, HOLD HARMLESS OR DEFEND THE CONTRACTOR FOR ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, JUDGMENTS, FINES, SETTLEMENTS OR OTHER AMOUNTS ARISING FROM THIS SOLICITATION OR THE CONTRACT.**

**THE DISTRICT SHALL NOT PROVIDE INSURANCE FOR THE CONTRACTOR. THE CONTRACTOR MUST INCLUDE THE COST OF ANY INSURANCE IT REQUIRES IN ITS OFFER.**

### **3.25 Contingency Fees**

By submitting an offer, Contractor certifies that no contingency fees (sometimes known as a finder's fee) has been paid to any person or organization other than a bona-fide employee working solely for the Contractor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the contractor.

### **3.26 Federal Clauses**

Performance resulting from a competitive solicitation shall constitute the Awardee's acceptance of the clauses under Attachment 1 to the solicitation, which are required by Federal law as the District will expend Federal Transit Administration grant funds for this procurement.



## **SECTION 4.0 – SPECIAL PROVISIONS and PROCEDURES**

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**No table of contents entries found.**

**The document is not applicable under this procurement**



## SECTION 5.0 –SUBMITTAL REQUIREMENT and SELECTION PROCESS

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### 5.1 DBE and SBE Participation

**A. DBE Participation:** It is the policy of the District and the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have a level playing field and an opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Please use the District's web site for resources concerning your due-diligence FDOT Unified Certification Program directory search: [www.ridecitrus.com](http://www.ridecitrus.com), then click on Business Opportunities.

The District has established an overall agency goal of 2% participation by certified Disadvantaged Business Enterprises (DBEs) in procurements of all goods and services where federal funds may be utilized. There is a **0%** DBE goal established for this solicitation. Should a Task Order Contract be awarded, the District reserves the right to establish a DBE goal for subsequent work where federal funds may be utilized.

All DBE participation included in this solicitation must be certified by a local municipality, the state or a federal agency as specified in Form J. **Certifications for any DBE's must be included for any DBE being submitted.** In the event the Offeror is unable to contract with a substitute DBE firm, the good faith efforts that the Offeror made in attempting to contract with a substitute DBE firm must be documented and submitted as part of the offer submittal.

Any DBE subcontractors will be field-monitored for actual performance of any deliverables, and will be questioned as to timely payment by the prime contractor.

**B. Directory of DBE's:** The Unified Certification Program (UCP) maintains an electronic DBE directory of all firms certified in Florida. The directory is located at <https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp>. Various certifying UCP agencies are situated throughout the state of Florida with a location directory available at <http://www.dot.state.fl.us/equalopportunityoffice/DBECertification/UCP%20CERTIFYING%20ADDRESSES.pdf>. Appropriate forms to apply for DBE certification are available at <http://www.dot.state.fl.us/equalopportunityoffice/dbeprogram.shtm>.

**C. SBE Participation:** The District encourages the use of Small Business Enterprise (SBE) when available. The goal is to provide opportunity for DBEs, SBEs, and community organizations to work in conjunction with, through, or as a prime contractor when Federal funds shall be utilized.

Firms seeking to participate as an SBE are defined in and pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also may not exceed the cap on average annual gross receipts specified in §26.65(b).

### 5.2 Preparation of Offer

**A.** Offerors are expected to examine the Price Schedule, solicitation instructions, specifications, the statement of work, and all other provisions of, attachments and exhibits to, the solicitation, whether incorporated by reference or otherwise, prior to the submission of offers.



**B.** Offerors must state a definite time for delivery for performance of services as indicated in Section 2 or unless otherwise specified in the solicitation. All measurements shall be in the system of weights and measures in common usage in the United States, and pricing shall be in U.S. dollars.

**C.** In computing any period of time for the solicitation or any resulting contract, "days" means calendar days, and the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Florida holiday, in which event the period shall run to the end of the next business day.

**D.** References: Provide a minimum of three references to include all relevant contact information for each customer. References shall be for work performed over the past three years and related to the type of service outlined in this solicitation. LAMTD reserves the right to contact each listed customer to evaluate past performance by the vendor.

### **5.3 Amendments to the Solicitation**

The District may revise this solicitation at any time, when the District deems it to be in the best interest of the District. If it was necessary to revise any part of this solicitation, an addendum to the solicitation would have been provided to all parties who have notified the contracting officer with an expression of interest via e-mail, posted on the District web-site and Onvia DemandStar. Such amendments/clarifications or addenda must be acknowledged, as outlined in Section 3.2.

### **5.4 Exceptions Taken**

Offerors may take exceptions to any of the terms of this solicitation or documents attached thereto unless specifically stated where exceptions may not be taken. All exceptions taken must be specific, and the Offeror must indicate clearly what alternative is being offered to allow the District a meaningful opportunity to evaluate and rank offers, and the cost implications of the exception (if any).

The form of contract that the District intends to use for award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the Proposal, with exceptions clearly noted. The District has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion. The District may require the successful Proposer to insert certain provisions in all subcontracts issued pursuant to the Contract. The applicable provisions are contained by exhibit attached to this solicitation.

Where exceptions are taken, the District shall determine the acceptability of the proposed exceptions. The District, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the District may insist that the Offeror furnish the services or goods described herein or negotiate an acceptable alternative. All exceptions shall be referenced by utilizing the corresponding Section, paragraph and page number in this solicitation. However, the District is under no obligation to accept any exceptions. If no exception is stated, the District will assume that the Offeror will accept all terms and conditions.

### **5.5 Offer Preparation and Format**

The following paragraphs detail the instructions and order to be followed in preparing a response to this solicitation. The District reserves the right to reject any submittal as nonresponsive if the offeror fails to include any of the required information in the specified order.

Offers must be complete, carefully worded, and must convey all of the information requested in order to be considered responsive. Should the offeror fail to conform to the essential requirements of the solicitation, the District shall determine whether the variance is significant enough to cause the submission to be considered non-responsive and therefore not considered for award. The District may not accept nor request additional information, of an offeror, in order to determine responsiveness.

**A.** Offerors shall submit one original and five (5) copies of their offer, including both technical and price. Offers must be received in the location and before the time and date specified on the solicitation cover sheet (Solicitation Overview). Unnecessarily elaborate offers or lengthy presentations are not desired.

**B.** Each part of the offer should be clearly labeled and tabbed for easy reference. The offer shall be submitted in 8 ½" by 11" format with foldouts utilized as necessary. Offers shall contain the following sections and shall include a "Table of



Contents” identifying the page numbers of where to find the various sections and organized as follows with factors and any subfactors are described below.

- Section 1 Introduction of Firm and Required Submittals (Forms, Attachments and Exhibits),
- Section 2 Qualifications of the Firm and/or Staff,
- Section 3 Project Approach, Work Plan, or Schedule of Values,
- Section 4 Price (Schedule),
- Section 5 Exception to Solicitation and/or Contract Terms and Conditions (if any), and
- Section 6 Promotional Literature.

(a) Section 1 – Introduction and Submittals: A letter of introduction to include:

- (1) A statement of the type of firm, partnership or other teaming arrangement and members. A list and description of ownership, office location, and principal office where the majority of the District's work will be performed with contact information. A principal of the firm shall sign the cover letter or other person fully authorized to act on behalf of the Proposer. (See required Form A-1)
- (2) The Solicitation, Overview Form,
- (3) Fully completed Affidavits/Acknowledgements.

(b) Section 2 - Qualifications of the Firm and/or Team: Demonstrate the firm's experience on Form M: Proposer Qualification Questionnaire. Submit up to five (5) copies (one per project) of Form M. PART A: to illustrate the experience of your firm.

- (1) A detailed discussion of the Offeror's experience, qualifications and skills to perform the work described in Section 2. At a minimum describe the firm's history, length of time in business, locations, number of employees, types of services offered and direct experience in providing the services described in the solicitation. Note that government experience is of importance.
- (2) A copy of licenses, certifications, or accreditations applicable to the requirements of Section 2.
- (3) A description of the general capabilities of the offeror, including information relating to total size and staffing, professional staff and clerical support.
- (4) Provide a detailed description of comparable contracts (a minimum of 3) which the offeror is either performing or completed in the past five years; subject to verification by the District as deemed necessary. This description should identify for each project the following:
  - (i) the name and address of client,
  - (ii) full description of the services under the contract,
  - (iii) total dollar value of the contract,
  - (iv) contract duration,
  - (v) name and contact information for individual of the firm responsible for contract oversight,
  - (vi) reason any contract identified was not completed to its full term.
- (5) Provide an Organizational Chart showing all individuals, including: titles and length of service with the company, description of all relevant experience demonstrating ability perform all services required by this solicitation. This chart should not only include the Proposers personnel, but identification of any subcontractor/partner personnel which are offered to perform any services under the solicitation.
- (6) The name and short biography of the individual who will assume primary responsibility for the Offeror's obligations under any resulting contract.
- (7) An affirmative statement guaranteeing the key personnel named in the staffing plan will be assigned to the project, unless such employment is duly terminated. If substitutes or "backup" personnel are planned on a contingency basis, such personnel shall also be named with a similar guarantee of assignment.

(c) Section 3 - Project Approach, Work Plan, or Schedule of Values: The offeror should provide a fully developed methodology for performance of the services described in the Statement of Work. Methodology should describe specific policies, plans, procedures, techniques, milestones and subcontract services (identify the subcontractor by legal name and address) to be used in providing the services required under this solicitation.

- (1) The offeror shall describe the quality of products offered or utilized; noting all areas the proposer's products met or exceed specifications provided in the solicitation.
- (2) The offeror shall identify potential impediments, obstacles, or problems that could negatively impact upon work performance.
- (3) A proposed transitional approach, strategies, milestones, graphs, charts, or duty logs shall be provided where applicable.
- (4) Should a Scheduled of Values be requested, offers shall provide a schedule of values outlining the phases of the contract, pricing and timelines. Each phase shall be classified as design or construction. Additionally the schedule shall allocate the values for the various phases of the work and shall also be used as the basis for submitting and reviewing progress payments.



- (d) Section 4 – Price: Price proposals shall be submitted in accordance the criteria outlined within the Statement of Work.
- (1) Pricing methodologies shall be provided with some level of detail and summarized in the form of a Price List or Schedule for consideration.
  - (2) To be considered for award of contract, the offeror must provide pricing for all billable “items”. All billable items must appear on the pricing Schedule. Failure of an offeror to provide pricing on the Schedule may render the offer for that discipline as unacceptable and/or unbillable.
  - (3) Also, to be eligible for award, offerors must provide pricing for “Option Years.” In evaluating and assigning price points, option pricing shall be considered.
- (e) Section 5 – Exception to Solicitation and/or Contract Terms and Conditions (if any): See Section 5.4 above.
- (f) Section 6 - Promotional Literature: This section should contain any promotional literature submitted for informational purposes only. Additional information, such as company brochures, may be included in the submittal but should be provided as attachments to the offer, not part of the submittal text. Note: Unnecessarily elaborate offers or lengthy presentations are not desired.

## 5.6 Instructions for Submitting Offers

**A. Submittal address:** Mail or deliver proposals to

Lisa Harris, Contracts Specialist  
Lakeland Area Mass Transit District  
1212 George Jenkins Blvd., Lakeland, FL 33815

**B. Offers shall be:** Enclosed in sealed envelopes or sealed cartons that should include the following on the address label (use suggested address label on page two (2) of this solicitation overview or similar):

- |                       |                             |
|-----------------------|-----------------------------|
| 1. Solicitation #     | 3. Offer due date/time      |
| 2. Solicitation Title | 4. Offeror(s) name, address |

**C. Final Submission:** Due Date and Required Copies

Offers must be received no later than **the dated and time specified in Block 7 of the Solicitation Overview, or amendments thereto.** Offers received after this deadline will be deemed as non-responsive and will receive no further consideration.

## 5.7 Evaluation of Offers and Selection Procedure

Each offer will be reviewed to determine if the submittal is responsive to the requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this solicitation, is submitted on time, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

**A. Submittals by offerors that meet the minimum qualifications,** as stated throughout this solicitation, will be evaluated for award based on the following “technical” to “price” split. A breakdown of points is provided below.

**Technical (600 Total Maximum Points), and Price (400 Total Maximum Points).**

| <u>Criteria (see section 5.5-B above)</u>                     | <u>Weight</u>        |
|---|----------------------|
| (1) <u>Introduction and Submittals</u>                        | 25 technical points  |
| (2) <u>Qualifications of the Firm and/or Team</u>             | 300 technical points |
| (3) <u>Project Approach, Work Plan, or Schedule of Values</u> | 275 technical points |
| (4) <u>Price</u>  | 400 price points     |

**B. District Audit Committee:** Proposals will be evaluated by the District Audit Committee with the awarded offeror selected by the District’s Board of Directors. The selection process will utilize the “Evaluation Criteria” set forth below and in accordance with the District’s applicable policies and procedures. The Committee shall evaluate and score technical offers deemed responsive and that have met the minimum requirements set forth within the solicitation.



- (a) Technical proposals may be determined to be "Acceptable", "Potentially Acceptable" (that is, susceptible of being made "Acceptable"), or "Unacceptable". Technical proposals evaluated as technically "Unacceptable" shall be rejected, and will receive no further consideration for award.
- (b) The Contracting Officer shall evaluate prices for offers determined to be "Acceptable" or "Potentially Acceptable". After completing this evaluation, the Contracting Officer may:
  - (1) Proceed directly to award a contract based on the total scores received; or
  - (2) Seek clarifications and/or request the remaining offerors to make oral presentations concerning their technical proposals. If oral presentations are required, the Contracting Officer will establish the specific criteria and parameters for oral presentations. Oral presentations shall be used to clarify written proposals and shall not be evaluated. The Contracting Officer may then proceed directly to award a contract; or
  - (3) Determine which of the remaining offers are within the competitive range, based on technical and/or price proposals, and allow the top ranked firms (short list) to participate in further discussions or negotiation. At the conclusion of discussions, the Contracting Officer may request "best and final offers" be submitted within a specified timeframe. If an offeror chooses not to submit a best and final offer, its initial proposal (including price) will be considered its "best and final offer." The Contracting Officer and/or the SEC will evaluate the best and final offers and award based upon the total points for both the technical and price components of each best and final offer.
  - (4) Following evaluation, the District may enter into fee negotiations with the Proposer deemed by the District to be in the best interest of the District.
- C. All or None Pricing The line item unit price(s) must include all costs that the offeror intends to recover, such as, but not limited to supervision, labor, equipment, materials, vehicle pickup and return, financing, carrying charges, and all other such charges to accommodate the services and/or delivery requirements.
  - (a) Failure of an offeror to provide prices for all line items listed (on the Schedule) shall be cause for rejection of the entire offer. However, an offeror may enter "No Cost" in the unit price and extended amount columns to indicate that the item is being offered at "No Cost."
  - (b) In some circumstances Offerors may be requested to compile a self generated price schedule. In these instances firm are required to list all items and/or services for which they intend to be compensated. Additionally, firms are encouraged to list items and/or services provided of which they offer at "No Cost" to firmly demonstrate best value pricing.
  - (c) The District reserves the right to reject offers that are materially unbalanced, i.e., that contain unreasonably high unit prices for some items and/or unreasonably low unit prices for other items.
- D. Examination of Bid Documents: The District shall have the right to examine and review the Contractor's estimating documents used in preparing its bid as necessary to aid in the District's evaluation of bids. Within two (2) days of the Contracting Officer's request, the bidder shall make available for inspection its estimating documents used in preparation of its bid. Estimating documents shall include all of the following:
  - (1) clearly itemized estimated costs of performing the work,
  - (2) easy identification of design vs. construction or implementation costs (if applicable),
  - (3) assumptions used to determine crew sizes and productivity rates, any quotations received from subcontractors, or suppliers, memoranda, narratives, and reports used to develop the price,
  - (4) a breakdown of costs into categories such as direct labor, equipment, materials and supplies
  - (5) overhead rates for the prime contractor and each subcontractor,
  - (6) fees allocated to each subcontractor,
  - (7) contingency and risk allocations, and
  - (8) all other significant assumptions or factors used to develop the price.
- E. The District reserves the right to investigate the qualifications of all offerors under consideration, to confirm any part of the information furnished by an offeror, and/or to require other evidence of managerial, financial, or technical capabilities that are considered necessary for the successful performance of work under a resulting contract.



- F. Offerors are hereby reminded that the District reserves the right to award a contract following evaluation of initial offer. Offerors should therefore ensure that they submit their best technical and price proposals in their initial offer submissions.

## **5.8 Evaluation of Option Pricing**

- A. The District shall evaluate offers by including the total price for the Base Term with Optional Line Items together with the Optional Term and Optional Schedule Line Items under each; however, the Optional Term and Optional Schedule Line Items may not necessarily be exercised under the contract.
- B. The offeror must demonstrate the financial capacity to support their ability to provide services on a reimbursement basis.

## **5.9 Oral Presentations**

Upon completion of the criteria evaluation, rating and ranking (tier I), the SEC may enter into discussions with the highest ranked and/or most qualified firms regarding their credentials, project approach, and ability to furnish the required services (tier II). To officially announce these Oral Interviews, a notice will be issued by the District specifying the date, time and place of the meeting of the designated SEC to conduct these Oral Interviews with only the offerors so selected. To the extent possible, all Oral Interviews for this solicitation will be conducted on the same day.

At the conclusion of all Oral Interviews, the SEC members will discuss the overall merits of each selected proposer. At the conclusion of this discussion, each voting member of the SEC will be required to consider the proposer's original proposal and any additional information obtained during Oral Interviews. At the conclusion of this discussion the members shall finalize their choices, and the Chairperson shall record the ranking of the firms as presented by the SEC. The proposer ranked number one shall be designated as the most qualified Proposer for the subject solicitation and the SEC's recommendation for contract award.

Oral presentations, when required, shall be scheduled with the Source Evaluation Committee, and shall be open to the public in accordance with Florida Statutes.

## **5.10 Negotiations**

The District reserves the right to enter into contract negotiations with the recommended Offeror. If the District and the recommended Offeror cannot negotiate a successful contract, the District may terminate said negotiations and begin negotiations with another recommended Offeror. This process will continue until a contract acceptable to the District has been executed or all proposals are rejected. No Proposer shall have any rights against the District arising from such negotiations or termination thereof.

## **5.11 Right of Rejection**

- A. The District reserves the right to, at any time and in the District's sole discretion, reject any or all offers, waive any informality in such Proposals; to request new Proposals; to revise the solicitation; extend the submission date of offer; withdraw the solicitation; reject all Proposals; not award the Contract; reject a member of the Proposer's team; or not award a portion of the Contract. Revisions to this solicitation, if any, shall be made by written addendum.
- B. The receipt of offers shall NOT in any way obligate the District to enter into a consultant agreement or contract of any kind with any Offeror.
- C. The notification of intent to award the Contract to a Proposer does not create a relationship of any kind between the District and the Proposer, and Proposer shall not rely on such notification. Unless explicitly written to the contrary, all Contracts to be awarded by the District require the approval of the District's Governing Board and the District's General Counsel, and no instrument or agreement shall be binding on the District unless approved as required herein.
- D. Conditional proposals or those which take exception to the specifications may be considered non-responsive and may be rejected.



## 5.12 Contract Award

Any negotiated contract, as a result of the Solicitation, will be submitted to the District's Board or designee for award. All offerors will be notified in writing when the District makes an award recommendation. The Contract award, if any, shall be made to the Offeror whose offer shall be deemed by the District to be in the best interests of the District.

## 5.13 Contractual Provisions

THE SUCCESSFUL OFFEROR SHALL COMPLY WITH THE CONTRACT DOCUMENTS AS SET FORTH IN THE MOST RECENT LAKELAND AREA MASS TRANSIT DISTRICT "GENERAL CONTRACTING PROVISIONS", AS MAY BE AMENDED FROM TIME TO TIME. THIS DOCUMENT IS ON THE DISTRICT'S WEBSITE ([www.ridecitrus.com](http://www.ridecitrus.com)) OR IS AVAILABLE FROM THE DISTRICT BY REQUEST.

The form of contract that the District intends to use for award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the offer submittal and with exceptions clearly noted. The District has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion. The District may require the successful Proposer to insert certain provisions in all subcontracts issued pursuant to the Contract. The applicable provisions are contained in the exhibit or attachment to this solicitation.

## 5.14 Affidavits/Acknowledgements

The forms marked with (X) below must be submitted with your proposal. Failure to include the required forms may cause your proposal to be deemed non-responsive and/or lacking objective criteria by which a responsibility determination can be performed. Please insert into your proposal with a separate tab, as the last section in your binder. USE BLUE INK FOR THE ORIGINAL PROPOSAL.

|   |   |
|---|---|
| X | Form A – Cover Page for Proposal                            |
| X | Form B – Business Information                               |
| X | Form C – Disputes Disclosure                                |
| X | Form D – Conflict of Interest                               |
| X | Form E – Eligible Contractor Certificate                    |
| X | Form F – Affidavit of Non-Collusion                         |
| X | Form G – Drug Free Workplace Certificate                    |
| X | Form H – Lobbying Activities Certificate                    |
|   | Form I – Buy America Act Certification                      |
| X | Form J – Disadvantaged Business Enterprise (DBE) Provisions |
| X | Form K – Statement of Insurance                             |
| X | Form L – Equal Employment Opportunity Certification         |
| X | Form M – Proposer's Questionnaire                           |
| X | Form N – Proprietary/Trade Secret Confidential Requests     |
| X | Form P – Acknowledgement of Addenda (if applicable)         |
|   | Form Q – Bid Bond   |
|   | Form R – Performance Bond                                   |
|   | Form S – Payment Bond                                       |



## SECTION 6.0 – AFFIDAVITS/ACKNOWLEDGEMENTS

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## **FORM A – COVER PAGE FOR PROPOSAL**

OFFEROR'S NAME (Name of firm, entity or organization): \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_

NAME AND TITLE OF OFFEROR'S CONTACT PERSON:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

MAILING ADDRESS:

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

TELEPHONE:

FAX:

E-MAIL ADDRESS:

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

OFFEROR'S ORGANIZATIONAL STRUCTURE: \_\_\_ Corporation \_\_\_ Partnership \_\_\_ Proprietorship \_\_\_ Joint Venture

\_\_\_ Other (Explain): \_\_\_\_\_

IF CORPORATION,

Date Incorporated/Organized: \_\_\_\_\_ State Incorporated/Organized: \_\_\_\_\_

States registered in as foreign corporation: \_\_\_\_\_

OFFEROR'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:

LIST NAMES OF OFFEROR'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT ON A SEPARATE FORM AND ATTACH HERETO.

CRIMINAL CONVICTION DISCLOSURE:

Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.

OFFEROR'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this bid is submitted in response to this solicitation.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE DISTRICT MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.**

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**[END OF FORM A]**



## **FORM B – BUSINESS INFORMATION**

### **BUSINESS INFORMATION**

#### **B.01 TYPE OF BUSINESS:**

The Proposer represents as part of its offer that it operates as (Mark (1) with an "X"):

- |   |  |
|---|--|
| <input type="checkbox"/> <b>An individual</b>         | <input type="checkbox"/> <b>A corporation</b>  |
| <input type="checkbox"/> <b>A partnership</b>         | <input type="checkbox"/> <b>Another entity</b> |
| <input type="checkbox"/> <b>A sole proprietorship</b> |  |

If incorporated, incorporated under the laws of the State of: \_\_\_\_\_.

#### **B.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

The Proposer represents as part of its offer that it (Mark (1) one with an "X"):

- |                                    |  |
|------------------------------------|--|
| <input type="checkbox"/> <b>Is</b> | <input type="checkbox"/> <b>Is not</b> |
|------------------------------------|--|

Disadvantaged Business Enterprise (DBE). A "DBE" is defined as "a small business concern" which is at least 51 percent owned by one or more socially and economically disadvantaged individuals. In the case of any publicly owned business, one or more socially and economically disadvantaged individuals own at least 51 percent of the stock. The noted DBE's management and daily business operations controlled by one or more of the socially and economically disadvantaged individuals who own it. For purposes of this definition, socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Asian-Pacific Americans, Asian-Indian Americans, Native Americans; and women, regardless of race, ethnicity or origin.

#### **B.03 CONTINGENT FEE**

Except for full-time bona fide employees working solely for the Proposer, the offeror represents as part of its offer that it (Mark (1) one with an "X"):

- |                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/> <b>Has</b> | <input type="checkbox"/> <b>Has not</b> |
|-------------------------------------|---|

Employed or retained any company or persons to solicit or obtain this contract, and (Mark one with an "X"):

- |                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/> <b>Has</b> | <input type="checkbox"/> <b>Has not</b> |
|-------------------------------------|---|

Paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

The Proposer agrees to provide information relating to subparagraph A. above, as requested by the Contract Administrator.

#### **B.04 INTEREST OF PUBLIC OFFICIALS**

The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of LAMTD is or will be interested or benefited directly or indirectly in this Contract.

#### **B.05 COVENANT AGAINST GRATUITIES**

The Proposer represents as part of its offer that neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of LAMTD, with the attempt toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the Contract. See the General Provisions Clause entitled "Interest of Public Officials."

#### **B.06 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS**

The Proposer represents as part of its offer that it (Mark (1) one with an "X"):

- |                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/> <b>Has</b> | <input type="checkbox"/> <b>Has not</b> |
|-------------------------------------|---|

Participated in a previous contract or subcontract, subject either to the Equal Opportunity clause of this solicitation. The clause originally contained in "**USA-DOT-FTA-Master Agreement**" authorized by 49 U.S.C. § 5301 et seq. Section 12 Civil Rights part C. "Equal Employment Opportunity" representations indicating submission of required compliance reports, signed by proposed subcontractors, submitted before subcontract or awards



**B.07 AFFIRMATIVE ACTION COMPLIANCE**

- A. The Proposer represents as part of its offer that it has a workforce of \_\_\_\_\_ (# of employees): It (Mark one with an "X"):
- ☐ **Has developed and has on file**      ☐ **Has not developed and does not have on file**
- B. At each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or it (Mark one with an "X"):
- ☐ **Has**      ☐ **Has not**

Previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**B.08 PARENT COMPANY AND IDENTIFYING DATA**

- A. The Proposer represents as part of its offer that it (Mark one with an "X"):
- ☐ **Is**      ☐ **Is not**

Owned or controlled by a parent company. A parent company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the proposer. To own the proposing company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control a Proposer as a parent although not meeting the requirements for such ownership. When the company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

- B. If the Proposer is not owned or controlled by a parent company, it shall insert its own Employer's Identification Number below:
- C. If the Proposer is owned or controlled by a parent company, it shall enter in the blocks below the name and main office address of the parent company, and the parent company's Employer's Identification Number.

**NAME OF PARENT COMPANY AND MAIN OFFICE ADDRESS (INCLUDE ZIP AND PHONE):**

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**PARENT COMPANY'S EMPLOYER'S IDENTIFICATION #:** \_\_\_\_\_.

**B.09 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- A. By submission of this offer, the Proposer certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor.
  2. Unless otherwise required by law, the prices quoted in this offer, have not been knowingly disclosed by the Proposer. The Proposer before the opening (in the case of an advertised procurement) or prior to award (in the case of a negotiated procurement) will not knowingly disclose it either directly or indirectly to any other Proposer or to any competitor.
  3. No attempt made or will be made by the Proposer to induce any other person or firm to submit or not to submit an offer, or to restrict competition.
- B. Each person signing this offer certifies that:
1. He or she is the person in the Proposer's organization responsible within that organization for the decision as to the prices offered herein and that he/she has not participated, and will not participate, in any action contrary to A.1. through A.3 above or
  2. He or she is not the person in the Proposer's organization responsible within that organization for the decision as to the prices offered herein but that they are authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to A.1. through A.3 above, and as their agent does hereby so certify.



### **B.10 DISADVANTAGED BUSINESS ENTERPRISE GOALS**

If goals are established by submission of this offer, the Proposer certifies that it will comply with the provisions of this solicitation entitled "Disadvantaged Business Enterprise Program" and will meet such goals as are established in any ensuing contract.

### **B.11 CLEAN AIR AND WATER CERTIFICATION**

Applicable if the offer exceeds \$100,000, or the Contract Administrator believes that orders under an indefinite contract in any year will exceed \$100,000, if a facility to be used has been the subject of a conviction under the Air Act [42 U.S.C. 7413 (c) (1)] or the Water Act [33 U.S.C. 1319 (c)], and is listed by the Environmental Protection Agency (EPA) as a violating facility, and the acquisition is not otherwise exempt.

### **B.12 By submission of this offer, the Proposer certifies that:**

- A. Any facility to be used in the performance of this proposed contract mark (1) with an "X"):
- ☐ **Is** ☐ **Is not listed on the EPA List of Violating Facilities**
- B. It will immediately notify the Contracting Officer, before award, of the receipt of any communication from the administrator, or a designee of the EPA, that any facility which it proposes to use for the performance of the Contract is under consideration to be listed on the EPA List of Violating Facilities. It will include a certification substantially the same as this certification, including this paragraph C., in every nonexempt subcontract.

### **B.13 CERTIFICATION ON NON-SEGREGATED FACILITIES**

- A. By the submission of this offer, the Proposer certifies that it does not and will not maintain or provide for its employees any segregated facilities. Not at any of its establishments and that it does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.
- B. The Proposer agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the contract. As used in this certification, the term "segregated facilities" means: waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, work and or entertainment facilities that are segregated by explicit directive or are in fact segregated based on race, color, religion or nation origin, because of habit, local custom or otherwise.
- C. Proposer further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific times) Proposer will:
1. Obtain identical certifications from proposed subcontractors before the award of subcontract under which the subcontractor will be subject to the Equal Opportunity Clause.
  2. Retain such certifications in its files; and forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific times).

#### **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

Certification on Non-segregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for such subcontract or for all subcontracts during a period (i.e. quarterly, semiannually or annually). Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

### **B.14 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS, PRIME CONTRACT**

- A. In accordance with provisions of 49 CFR Part 29 and the certification instructions contained therein, the Proposer certifies, to the best of its knowledge and belief, that it and/or any of its Principals (mark one with an "X"):
- ☐ **Are** ☐ **Are not**
- Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts by any Federal department or agency or by LAMTD (mark one with an "X");
- ☐ **Have** ☐ **Had not**

Within a three-year period preceding this offer, convicted of or had a civil judgment rendered against them for: commission of fraud rendered against them or a criminal offense concerning obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract, violation of Federal or State antitrust statutes



relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property (mark one with an "X");

☐ **Are**

☐ **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 subparagraph A.2. of this certification; and (mark one with an "X");

☐ **Have**

☐ **Had not**

Within a three-year period preceding this offer, had one or more public (Federal, State, or local) contracts terminated for cause or default. "Principals," for the purposes of this certification, means officers, directors, owners, partners, key employees, or any other person within the business entity who have primary management or supervisory responsibilities; or a person who has a critical influence on a contract or substantive controls over contracts, whether or not employed by the offeror.

- B. The Proposer shall provide immediate written notice to the Contract Administrator, if, at any time before contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous due to changed circumstances.
- C. Where the Proposer is unable to certify that positively to any of the statements in this certification, the Proposer shall attach an explanation to this offer. A certification that any of the items in subparagraph A of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification may be considered in determining the Proposer responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contract Administrator may render the offeror unresponsive.
- D. Nothing contained in the foregoing construed to require establishment of a system of records in order to render, in good faith, the certification required by subparagraph A of this provision. The knowledge and information of a Proposer is not required to exceed that which a prudent person in the ordinary course of business normally possess.
- E. The certification in subparagraph A of this provision is a material representation of fact upon which reliance placed when making award if it is later determined that the Proposer knowingly rendered an erroneous certification. In addition to other remedies available to LAMTD or the Federal Government or any of its departments or agencies, the Contract Administrator may end the contract resulting from this solicitation for default.
- F. The Proposer further agrees by submitting the offer that it will include the following clause, without modification, in all subcontracts and in all solicitations for subcontract:
- G. The following information is required in order for the agency to determine whether your firm is maintaining the appropriate financial controls necessary to safeguard the public's interest.

The name of your financial accounting software is: \_\_\_\_\_,

Provided by [insert vendor name]: \_\_\_\_\_.

I have / have not [circle one in blue ink] installed the latest version of that software. The software database is backed up via the following method:

\_\_\_\_\_  
\_\_\_\_\_



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION, SUBCONTRACTS**

1. In accordance with the provisions of 49 CFR Part 29 and the certification instructions contained therein, the prospective subcontractor certifies, by submission of this offer that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency or by the District.
2. Where the prospective subcontractor is unable to certify to any of the statements in this certification, such prospective subcontractor shall attach an explanation to this offer.

Certified:

Name of Proposer Firm/Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**OFFERORS MUST SET FORTH FULL, ACCURATE AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION (INCLUDING THIS EXHIBIT). FAILURE TO DO SO MAY RENDER THE OFFER NONRESPONSIVE OR UNACCEPTABLE.**

**A FALSE STATEMENT IN ANY BID OR PROPOSAL SUBMITTED TO THE DISTRICT MAY BE A CRIMINAL OFFENSE IN VIOLATION OF APPLICABLE FEDERAL AND/OR STATE LAWS.**

**[END OF FORM B]**



## **FORM C – DISPUTES DISCLOSURE**

**Answer the following questions by placing an “X” before “YES” or “NO”.**

**1.** Has your firm or any of its officers, received a reprimand of any nature, a fine, or been suspended by the Securities and Exchange Commission, Florida Department of Professional Regulation or any other regulatory agency or professional association in your state within the last five (5) years?

☐ **YES**

☐ **NO**

**2.** Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provided in the regular course of business within the last five (5) years?

☐ **YES**

☐ **NO**

**3.** Has your firm: (a) had filed against it, and/or (b) filed any request for equitable adjustment, contract claims, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

☐ **YES**

☐ **NO**

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration on this project.

Firm: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
OFFICER TITLE

\_\_\_\_\_  
PRINTED OR TYPED NAME

\_\_\_\_\_  
STATE OF:

\_\_\_\_\_  
COUNTY OF:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_, of \_\_\_\_\_ (Corporation), a

\_\_\_\_\_ Corporation, on behalf of the corporation. He/She is personally known

to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_ Notary Public My commission expires: \_\_\_\_\_

**[END OF FORM C]**



## **FORM D – CONFLICT OF INTEREST AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority duly authorized in the state and county aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, as (title) \_\_\_\_\_ of (name of firm) \_\_\_\_\_ ("Affiant"), who after first being duly sworn, deposed and stated the following:

1. I am the (title) \_\_\_\_\_ of (name of firm) \_\_\_\_\_ with a local office in \_\_\_\_\_ and principal office in \_\_\_\_\_. The above named entity is submitting a Proposal for LAMTD, d.b.a Citrus Connection, described as: IFB, RFP, RFQ or RFQu # \_\_\_\_\_, entitled: \_\_\_\_\_.
2. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted on behalf of the above named entity and that the entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the District.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the District.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the District.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed/Printed Name and Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_ OR produced identification \_\_\_\_\_. Identification type: \_\_\_\_\_

Notary Public: State of \_\_\_\_\_ County of \_\_\_\_\_.

Printed, typed, or stamped commissioned name of notary public

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

**[END OF FORM D]**



## **FORM E – ELIGIBLE CONTRACTOR CERTIFICATE**

The \_\_\_\_\_ (Name of Proposer) hereby certifies that it

IS / IS NOT (*circle one in blue ink*) included on the U.S. Comptroller's lists of persons or firms currently debarred for violations of various public contracts incorporating labor standards provisions. The proposer further certifies that:

- A. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- B. No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**Submitted (DATE):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, & Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**[END OF FORM E]**



**FORM F – AFFIDAVIT OF NON COLLUSION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority duly authorized in the state and county aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ ("Affiant"), who after first being duly sworn, deposed and stated the following:

1. That I am the proposer (if the proposer is an individual) or a partner of the proposer (if the proposer is a partnership) or an officer or employee of the proposing corporation, having authority to assign on its behalf (if the proposer is a corporation);
2. That the proposer has arrived at the attached proposal or proposals independently, and have been submitted without collusion with, and agreement, understanding or planned common course of action with any other vendor of material proposals, designed to limit independent bidding or competition;
3. That the contents of the proposal or proposals have not been communicated by the proposer, employees or agents to any person not an employee or agent of the proposer. Surety on any bond furnished with the proposal or proposals, will not be communicated to any such person prior to the official opening of the proposal or proposals; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed/Printed Name and Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
F.E.I. Number (used on employers Quarterly Federal Tax returns.)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally known \_\_\_\_ OR produced identification \_\_\_\_\_. Identification type: \_\_\_\_\_

Notary Public: State of \_\_\_\_\_ County of \_\_\_\_\_.

Printed, typed, or stamped commissioned name of notary public

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

**[END OF FORM F]**



## **FORM G – DRUG FREE WORKPLACE CERTIFICATION**

Pursuant to 49 CFR Part 29, any contractor performing work for the District must complete the following certification. The undersigned, being an authorized agent of the Proposer, certifies that the Proposer will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that unlawfully manufacturing, distributing, dispensing, possessing, or using a controlled substance on the District property is prohibited and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Establishing a drug-free awareness program to inform employees about:
  - The dangers of drug abuse in the workplace, the proposer's policy of maintaining a drug-free workplace; any drug counseling, rehabilitation, and employee assistance programs that are available in the community; the penalties that will be imposed upon employees for drug abuse violations occurring on the proposer's or the District property.
- C. Making it a requirement that each employee to be engaged in the performance of the contract with the District be given a copy of the statement required by paragraph A.
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the contract with the District, the employee will:
  - Abide by the terms of the statement; notify the contractor of any drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Notifying the District within ten (10) days after receiving notice under paragraph D from an employee or otherwise receiving actual notice of such conviction. Taking one of the following actions within 30 days of receiving notice under subparagraph (D) with respect to any employee so convicted:
- F. Taking appropriate personnel action against such an employee, up to and including termination. Requiring such an employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by Federal, State or local health, law enforcement, or other appropriate agency.

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E, and F.

The proposer's headquarters are located at the following address. The addresses of all other workplaces maintained by the proposer provided on an accompanying list.

Name \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_  
Authorized Official's Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**[END OF FORM G]**



## **FORM H – CERTIFICATION OF RESTRICTIONS ON LOBBYING**

No Federal appropriated funds paid or to be paid, by or on behalf of the undersigned, can be used to compensate any person for the purpose of influencing, or attempting, to influence an officer, or employee of an agency, or to a Member of Congress, an officer, employee of Congress, or an employee of a Member of Congress concerning 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.

If any funds other than Federal appropriated funds have been paid or will be paid, to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, or to an officer, employee of Congress, 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, Disclosure Form to Report Lobbying, in accordance with its instructions [as amended by government-wide Guidance for New Restrictions on Lobbying, 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 USC 1601, *et seq.*)].

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements). That all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction as imposed by 31 USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 USC § 1352(c)(1)-(2)(A), any person who makes prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Proposer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 USC A 3801, *et seq.*, apply to this certification and disclosure, if any.

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Signature of Proposer's Authorized Official

---

Name and Title of Proposer's Authorized Official

---

Date

**[END OF FORM H]**



**FORM H(a) – DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 [Please complete each box. If it is not applicable, please mark N/A]

|  |  |  |  |
|--|--|--|--|
| <b>1. Type of Federal Action:</b><br><input checked="" type="checkbox"/> a. Contract<br><input type="checkbox"/> b. Grant<br><input type="checkbox"/> c. Cooperative Agreement<br><input type="checkbox"/> d. Loan<br><input type="checkbox"/> e. Loan Guarantee<br><input type="checkbox"/> f. Loan Insurance   |  | <b>2. Status of Federal Action:</b><br><input checked="" type="checkbox"/> a. Bid/Offer/Application<br><input type="checkbox"/> b. Initial Award<br><input type="checkbox"/> c. Post-award   | <b>3. Report Type:</b><br><input checked="" type="checkbox"/> a. Initial Filing<br><input type="checkbox"/> b. Material Change<br>For Material Change Only:<br>Year _____<br>Quarter _____<br>Date of Last Report: _____ |
| <b>4. Name and Address of Reporting Entity:</b><br>_____<br>_____<br>_____<br><br><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Sub-awardees: Tier ____ if known<br>Congressional District, if known: _____   |  | <b>5. If Reporting Entity in No. 4 is a Sub-awardee, enter Name and Address of Prime:</b><br>_____<br>_____<br>_____<br><br>Congressional District, if known: _____  |  |
| <b>6. Federal Department/Agency:</b><br>_____  |  | <b>7. Federal Program Name/Description:</b><br>_____<br>CFDA Number, if applicable: _____  |  |
| <b>8. Federal Action Number, if known:</b><br>_____  |  | <b>9. Award Amount, if known:</b><br>\$ _____  |  |
| <b>10a. Name and Address of Lobbying Entity:</b><br>(If an individual, last name, first name, MI)<br>_____<br>_____<br>_____<br><br>(attach Continuation Sheet, if necessary)  |  | <b>10b. Individuals Performing Services (including address if different from 10a) (Last name, first name, MI)</b><br>_____<br>_____<br>_____<br><br>(attach Continuation Sheet, if necessary)  |  |
| <b>11. Amount of Payment (check all that apply)</b><br>\$ _____ <input type="checkbox"/> actual<br>\$ _____ <input type="checkbox"/> planned   |  | <b>13. Type of Payment (check all that apply)</b><br><input type="checkbox"/> a. Retainer <input type="checkbox"/> d. Contingent fee<br><input type="checkbox"/> b. One-time fee <input type="checkbox"/> e. Deferred<br><input type="checkbox"/> c. Commission <input type="checkbox"/> f. Other; specify _____ |  |
| <b>12. Form of Payment (check all that apply):</b><br><input type="checkbox"/> a. Cash <input type="checkbox"/> b. In-kind; specify: nature _____; value _____   |  |  |  |
| <b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including Officer(s), Employee(s) or Member(s) contacted, for Payment indicated in Item 11:</b><br><br>(attach Continuation Sheet, if necessary)   |  |  |  |
| <b>15. Continuation Sheets Attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |  |  |
| <b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which the tier above placed reliance when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b> |  | Signature: _____<br>Date: _____<br>Print Name: _____<br>Title: _____<br>Telephone Number: _____  |  |



**FORM H(b) – DISCLOSURE OF LOBBYING ACTIVITIES INSTRUCTIONS**  
**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**[END OF FORM H(a) & (b)]**



## **FORM J – DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROVISIONS**

**LAMTD's FY13 DBE Goal is 2%.** The District supports and encourages DBE certified firms to participate in the proposal process; the District DBE Program goal is 2% of total contract expenditures. The District only recognizes DBE status based on whether the firm has attained certification from the Florida Department of Transportation Unified Certification Program (UCP).

### **1. DBE GOAL**

A DBE Goal has not been assigned to this particular contract; however, LAMTD encourages Offerors to provide contract opportunities to Disadvantaged Business Enterprises. If the Offeror will use a DBE certified subcontractor in this contract, please contact the Contract Specialist for this solicitation and a reporting form that must accompany your firm's invoice submittals will be provided to you.

### **2. POLICY STATEMENT**

The District has established an overall agency goal of 2% participation by certified Disadvantaged Business Enterprises (DBEs) in procurements of all goods and services. All businesses to be considered DBEs for the purposes of achieving this goal must provide with its proposal a current certification.

### **3. BANKS AND FINANCIAL INSTITUTIONS**

The Contractor is encouraged to utilize the services of disadvantaged, minority and woman-owned banks and financial institutions. The identity of such banks is available at [http:// www.fms.treas. gov/mbdp/current.list.html](http://www.fms.treas.gov/mbdp/current.list.html).

### **4. DIRECTORY OF DBE'S**

The Unified Certification Program (UCP) maintains an electronic DBE directory of all firms certified in Florida. The directory is located at <https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp>. The local certifying UCP agency is the Hillsborough County Aviation Authority (HCAA) located at the Tampa International Airport. Appropriate forms to apply for DBE certification are available at <http://www.tampaairport.com/sitemap.asp>.

**[END OF FORM J]**



## **FORM K – STATEMENT OF INSURANCE COMPLIANCE**

(a) Before performing any contract work, the successful Proposer shall procure and maintain, during the life of the contract, unless otherwise specified, insurance determined by the District. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "A-Excellent: FSC VII".

(b) The following amounts and types of insurance are the minimum requirements of the contractor. The required policies of insurance shall be performable in Polk County, Florida, and shall be construed in accordance with the laws of the State of Florida.

(c) No work shall commence under the Contract unless and until the required Certificates of Insurance are in effect.

(d) Except for workers' compensation coverage and professional liability coverage, the contractor's policies shall be endorsed to name Lakeland Area Mass Transit District as an additional insured to the extent of the District's interests arising from this agreement, contract or lease. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws.

(e) The contractor's deductibles/self-insurance retentions shall be disclosed to the District and may be disapproved by the District. They shall be reduced or eliminated at the option of the District. The contractor is responsible for the amount of any deductibles or self-insurance retention.

(f) Insurance required of the contractor shall be considered primary, and insurance or self-insurance retention of the District shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the District, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

In addition, the policy(ies) must include:

1. Employers' Liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident.
2. Notice of Cancellation and/or Restriction -- The policy(ies) must be endorsed to provide the District with thirty (30) days notice of cancellation and/or restriction.
3. Comprehensive General Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) aggregate, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, and must include:
  - Premises-Operations.
  - Products/Completed Operations Hazard.
  - Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
  - Broad Form Property Damage.
  - Independent Contractors.
  - Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those/required for Bodily Injury Liability and Property Damage Liability.
4. Errors and Omissions coverage not less than \$1,000,000.



Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

1. Comprehensive Form.
2. Owned Vehicles.
3. Hired Vehicles.
4. Non-Owned Vehicles.
5. Any auto, if applicable.

Notice of Cancellation and/or Restriction -- The policy(ies) must be endorsed to provide the District with thirty (30) days notice of cancellation and/or restrictions.

The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Contract and section and the above paragraphs in accordance as required by such paragraphs of this Contract. If the initial insurance expires prior to the completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

Certificates of insurance shall be provided as specified above unless any of these coverages are, for just cause, inapplicable, and upon specific request by the vendor are excepted by written determination of Risk Management and approved by the Director of Purchasing. If an exception is requested, your firm should indicate in the appropriate area on the bid sheet any such request including reason(s) thereto for exemption from insurance requirements as specified in this section of this solicitation.

#### STATEMENT OF INSURANCE COMPLIANCE

Mark "X" next to the statement that applies to your proposal:

\_\_\_\_\_The undersigned firm agrees to obtain prior to award, if selected, the above named-insurances in accordance to the requirements as set forth in this solicitation.

\_\_\_\_\_ Request for Alternative Coverage. If your firm wishes to substitute a different form of insurance that offers substantially similar protection against risk and damages to the District, then please attach an explanation for this deviation to this form, along with a description of the insurance coverage your firm wishes to substitute. The District is not obligated to award a firm whose deviation does not meet the substantially similar requirement herein, in its determination of firm responsibility.

\_\_\_\_\_  
PROPOSER

\_\_\_\_\_  
OFFICER TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

**[END OF FORM K]**



## **FORM L – EQUAL EMPLOYMENT OPPORTUNITY STATEMENT OF CERTIFICATION**

As certification and acceptance of all the following terms and conditions, \_\_\_\_\_  
[Name of Firm] hereby certifies that we will comply with all requirements stated herein during the term of our contract. We understand that the District may request specific written documentation to confirm compliance, and by signing this document, we agree to provide the data upon demand. Further, we understand that annual certification and reaffirmation of compliance will be required.

Civil Rights - The following requirements will apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

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

(b) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

The undersigned hereby certifies acceptance of the above.

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

**[END OF FORM L]**



**FORM M – PROPOSER - QUALIFICATION QUESTIONNAIRE**

Part A: Experience and Performance

1. Please provide the following information, along with your proposal for no more than five (5) project completed within the last ten (10) years:

Please detail in writing any contracts with Public Entities and significant projects performed that best illustrate the relevant experience of the firm and current staff for the District’s anticipated projects, for the previous ten years, using the following required information *(use separate pages for up to five (5) current or completed projects best illustrating the experience of the firm and current staff on similar projects)*:

Project Company name: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Location (incl. city, state, zip): \_\_\_\_\_

Telephone: \_\_\_\_\_

Number of years in business: \_\_\_\_\_

Project size: \$\_\_\_\_\_ (gross S.F. of construction or novation/remodel:\_\_\_\_\_

Nature of your firm’s responsibility on the project: \_\_\_\_\_

\_\_\_\_\_

Date project was completed or is anticipated to be completed:\_\_\_\_\_

Was the project completed on-time: yes\_\_\_\_\_ no\_\_\_\_\_

Key professions involved on this project:

Responsibility:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Key Professional Name:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## PART B: ABOUT YOUR FIRM

1. Address of your firm: \_\_\_\_\_
2. Number of full-time employees your firm employs: \_\_\_\_\_
3. Date your firm was created (if it has changed ownership, please describe the nature of the merger and acquisition and date thereof): \_\_\_\_\_

4. List any professional licenses, permits, commercial certifications, and qualifications your firm possesses.

| Type: | State Agency or Organization<br>to contact for verification. | License/Certification Number: |
|-------|--|-------------------------------|
| _____ | _____  | _____                         |
| _____ | _____  | _____                         |
| _____ | _____  | _____                         |

5. List sub-contractors that you have worked with or from your typical bid list that you would solicit for bids of subcontracting opportunities on known projects described in Scope of Work (e.g., plumber, electrician, roofing, etc) *use additional pages if necessary*:

| Skill: | Company Name: | Address: |
|--------|---------------|----------|
| _____  | _____         | _____    |
| _____  | _____         | _____    |
| _____  | _____         | _____    |
| _____  | _____         | _____    |
| _____  | _____         | _____    |
| _____  | _____         | _____    |
| _____  | _____         | _____    |

6. Name of your principle financial institution (e.g., commercial bank account provider) for financial responsibility check (include name, address, and phone number):  
\_\_\_\_\_  
\_\_\_\_\_

7. State your firm's total annual average receipts over the past three years. \_\_\_\_\_

**[END OF FORM M]**



## **FORM N – TRADE SECRET/CONFIDENTIAL/PROPRIETARY INFORMATION REQUESTS**

**Instructions:** The special and standard terms contained in this RFQ explaining this subject matter apply. In addition, you must mark the section you are requesting to be withheld from a public records request within the proposal itself and by filling out this form and attaching it to your other required forms. Blanket statements or page footnotes request non-disclosure will be rejected. Cost/price or fee information you provide to the agency is always subject to full public disclosure.

Check ONE:

\_\_\_\_\_ My proposal does not contain and trade secret/confidential or proprietary information.

\_\_\_\_\_ My proposal DOES contain trade secret/confidential or proprietary information, and the appropriate Florida Statute citations pertaining to the request for non-disclosure should a public records request ensue are provided below, along with a written explanation for EACH request for non-disclosure (copy and attach additional sheets shown next page as necessary):

**Request No.1** – Proposal Page \_\_\_\_\_, Section Number \_\_\_\_\_.

Citing Florida Statute Number: \_\_\_\_\_

**Explanation:**

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**Request No.2** – Proposal Page \_\_\_\_\_, Section Number \_\_\_\_\_.

Citing Florida Statute Number: \_\_\_\_\_

**Explanation:**

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**[END OF FORM N]**



**FORM P – ACKNOWLEDGEMENT OF ADDENDA**

**Instructions:** Complete Part I or Part II, whichever is applicable.

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**PART I:** Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated \_\_\_\_\_, 20\_\_\_\_

Addendum #2, Dated \_\_\_\_\_, 20\_\_\_\_

Addendum #3, Dated \_\_\_\_\_, 20\_\_\_\_

Addendum #4, Dated \_\_\_\_\_, 20\_\_\_\_

Addendum #5, Dated \_\_\_\_\_, 20\_\_\_\_

Addendum #6, Dated \_\_\_\_\_, 20\_\_\_\_

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**PART II:**

\_\_\_\_\_ No Addendum was received in connection with this solicitation.

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Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

**[END OF FORM P]**



## ATTACHMENT 1 – LAMTD REQUIRED FEDERAL CLAUSE RIDER

### LAKELAND AREA MASS TRANSIT DISTRICT Required Federal Contract Clause Rider

**ACCEPTANCE.** Performance resulting from a competitive solicitation shall constitute the awardee's acceptance of the following clauses, which are required by Federal law as LAMTD will expend Federal Transit Administration grant funding for this procurement.

#### **PAYMENT**

**Payment.** The District agrees to pay the Contractor for the Services the amount provided in the Scope of Services.

**Procedure for Invoicing.** Invoicing for services must be rendered in accordance with the District Purchasing Policies and the Florida Prompt Payment statute, posted on the LAMTD web site, on a monthly basis, or as otherwise provided in the Contract Documents. The invoice must be sent to: Accounts Payable, 1212 George Jenkins Blvd., Lakeland FL 33815.

**Time of Payment by the District.** Consistent with the Florida Prompt Payment Statute (F.S. Ch. 218.70, et seq.), and further subject to the terms and conditions provided herein, the District shall make full payment within net 45 days after receipt and approval by the District of the Contractor's invoice, unless otherwise stated herein.

**Prohibited Costs.** The District may request additional documentation from the Contractor prior to payment of any invoice or bill from the Contractor. The District may disallow and deduct any cost for which proper documentation is not provided. Notwithstanding any other provision in this Contract or any other document, the provisions of Federal Acquisition Regulations (FAR) 31.201 through 31.205 regarding "Allowable Costs" govern, and are hereby incorporated by reference herein. Such prohibited costs include, but are not limited to: general advertising/public relations; alcoholic beverages; bad debts; contingency reserves; contributions and donations; dividends or other profit distributions; excess depreciation; entertainment; fines, penalties, and mischarging costs; first-class/business class air travel; goodwill amortization; insurance for catastrophic losses; interest and related taxes for refinancing; legal judgments, fines, and related attorney's fees; lobbying costs; losses on other contracts; organization expenses and related taxes for reorganizing; certain taxes for federal income and excess profits; relocation cost; dues, memberships, conferences, and subscriptions.

**Receipt of Payment by Contractor as Release of the District.** The acceptance by the Contractor, its successors, or assigns, of any progress or final payment due pursuant to this Contract, shall constitute a full and complete release of the District from any and all claims, demands, or causes of action whatsoever that the Contractor, its successors, or assigns may have against the District in connection with the Services performed hereunder, through the date that the Services are rendered and for which such payment is made.

**Subcontractors.** In the event the Contractor is utilizing any subcontractors for the furnishing of Services (which must be approved by the District prior to engaging the subcontractor in any work pursuant to this Contract), then, upon request by the District, the Contractor shall further provide to the District copies of billings and other invoices which may be received from any such subcontractors and, in addition, the Contractor will obtain releases from time to time in favor of the District from any subcontractor(s) for work so performed by that subcontractor. The District shall have the right from time to time to directly contact and discuss with the subcontractor any work performed by that Subcontractor under the Contract Documents, but the District will not have any liability or obligation to said subcontract or said subcontractor.

#### **CONTRACTOR'S OBLIGATIONS.**

The Contractor shall, for the consideration set forth herein, and at its sole cost and expense, as an independent Contractor, provide all labor,

materials, equipment, tools, supplies and incidentals necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents.

Contractor will render its Services in accordance with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the project and at the time the Services are to be performed. The Contractor's performance shall be considered acceptable when:

The Contractor's performance has been inspected and approved by the District and, if applicable, all punch-list items have been properly corrected to the District's satisfaction; and

All the other duties and obligations to be performed by the Contractor under the Contract Documents have been satisfactorily met or performed, including the delivery to the District of any materials or documentation relating to the Services, including any warranty materials.

The Contractor shall conform to all applicable governmental requirements and regulations, whether or not such requirements and regulations are specifically set forth in the Contract Documents. The Contractor in this regard understands that the District is a public agency which receives both federal and state funding. Therefore, the Contract Documents and the performance by the Contractor shall be subject to any applicable rules and regulations promulgated by the Federal Transit Administration ("FTA").

The Contractor shall pay license fees and all sales, consumer, use and other similar taxes relating to the Contract, and the matters to be performed thereunder. The District is exempt from payment of Florida sales and use taxes. The District will sign an exemption certificate submitted by the Contractor, if required. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the District, nor is the Contractor authorized to use the District's tax exemption number in securing such materials. The District reserves the right to "direct buy" any materials to be furnished by the Contractor under the Contract Documents and, if the District requests, the parties will enter into an appropriate agreement reflecting said direct purchase, the effect of which will be for the District to directly purchase those materials. Accordingly, the contract amount will be reduced by the amount of the purchase price paid by the District for said materials, in addition to the delivery cost of those materials to be physically acquired and/or delivered to the Contractor, with full warranties regarding those materials as if those materials were purchased from the Contractor. Any bonds furnished by the Contractor will apply to those materials.

The Contractor shall be responsible for payment of its employee(s)' Federal Insurance Contributions Act ("FICA") and Social Security benefits with respect to this Contract.

Unless otherwise expressly set forth in the Contract Documents, the Contractor shall be responsible to secure, at the Contractor's expense, all necessary permits and approvals. The Contractor shall promptly furnish copies of all such permits and approvals to the District as and when obtained.

The Contractor shall be responsible to coordinate all tests and inspections necessary for the proper execution and timely completion of this Contract.

The Contractor shall be required to obtain and maintain during the term of the Contract at its sole expense, any and all insurance required under the Contract Documents or as may be otherwise reasonably required by the District and, if applicable, to show the District as an insured under said insurance and to furnish appropriate certificates to the District. The required insurances are: **Automobile Liability Insurance** shall be maintained by the Contractor with a combined single limit of not less than the statutory minimum permitted by Florida law, as well as Bodily Injury and Property Damage in accordance with the laws in the State of



Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles. "Lakeland Area Mass Transit District" will be named as additional insured. **Professional Liability Insurance** shall be maintained by the Contractor with an each occurrence limit of not less than \$100,000.00 protecting the Contractor against claims of LAMTD for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the Contractor. **Workers Compensation** shall be maintained by the Contractor for all employees engaged in the work under this Contract in accordance with the laws of the State of Florida. Employers Liability Insurance shall be maintained by the Contractor at limits not less than the following and shall include a waiver of subrogation in favor of LAMTD: \$500,000 for each accident; \$500,000 for disease (each employee); \$500,000 for diseases in the aggregate.

The Contractor, at the request of the District, shall further provide to the District such other information as the District may reasonably request from time to time. Further, the Contractor shall at the District's request meet and have its employees and representatives meet with the District from time to time, regarding any of the Services to be rendered under the Contract.

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of their employees, agents or others for whose acts they are legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Goods required for daily consumption, or where the delivery is an emergency, a replacement, or is overdue, the convenience of the District shall govern. If, in calculating the number of calendar days from the order date, the delivery date falls on a Saturday, Sunday or holiday, delivery shall be made not later than next succeeding business day.

#### **NON-DISCRIMINATION/CIVIL RIGHTS REQUIREMENTS.**

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

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

apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(4) Access Requirements to Individuals with Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and the following regulations and any amendments thereto:

U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 39;

Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 36;

DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 C.F.R. Part 101-10;

Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

Federal Communications Commission regulations,

"Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

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

**DISPUTE RESOLUTION.** Providing there is no conflict with Part 49 of Title 48 of the Federal Acquisition Regulations (48 C.F.R. 49), the District may elect to refer any and all disagreements, disputes, controversies or claims with the Contractor ("Legal Dispute(s)") to the American Arbitration Association ("AAA") provided, however, that nothing in this paragraph shall in any way limit the right of the District to terminate this Agreement under paragraph 10 hereof. On filing for such arbitration, the District shall appoint one arbitrator, the Contractor shall appoint a second arbitrator, and AAA shall appoint a third arbitrator. Once a claim in arbitration has been filed, the parties shall have sixty (60) days to conduct discovery pursuant to the discovery rules of the United States District Court for the Middle District of Florida, Tampa Division, and the parties agree that the arbitrators shall enforce such discovery rules in a manner in which such rules would be enforced in such court and that the mandatory disclosures under Rule 26 of the Federal Rules of Civil Procedure shall apply. Once such sixty (60) day



discovery period has ended, each of the parties shall have an additional fifteen (15) days to file a written brief which shall not exceed fifty (50) pages and which shall support such party's position in the Legal Dispute. The arbitrators shall then render a binding decision regarding the Legal Dispute based on such written briefs. Notwithstanding the foregoing, either party may seek appropriate injunctive relief from any court of appropriate jurisdiction for any threatened or actual breach, which may cause immediate and irreparable harm. The parties hereby consent and agree that any action, suit or proceeding arising in connection with any Legal Dispute relating to this Contract shall be brought only in the exclusive jurisdiction of 10<sup>th</sup> Judicial Circuit of the State of Florida or the United States District Court for the Middle District of Florida, Tampa Division; provided, however, that any Legal Dispute arising out of this Contract shall first be subject to the District's option to refer such Legal Dispute to the AAA as provided in this paragraph 11.

#### **MISCELLANEOUS.**

**Captions and Headings.** The captions and headings provided herein are for convenience of reference only and are not intended to be used in construing the terms and provisions hereof.

**Number and Gender.** Whenever herein the singular or plural is used the same shall include the other where appropriate. Words of any gender shall include all genders when the context so requires.

**Multiple Counterparts.** This Contract may be executed in a number of identical counterparts each of which is an original and all of which constitute collectively one agreement. In making proof of this Contract in any legal action, it shall not be necessary to produce or account for more than one such counterpart.

**Attorney Fees.** In the event of any legal action, including arbitration proceedings, seeking enforcement of this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and the costs of such proceedings from the other party, including without limitation fees and costs associated with any trial, appellate or bankruptcy proceeding.

**Waiver Of Jury Trial.** EACH PARTY HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE CONTRACT DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.

**Assignment.** The District has selected the Contractor to render the Services based in substantial part on the personal qualifications of the Contractor; as such, the Contractor may not assign or transfer any right or obligation of this Contract in whole or in part, without the prior written consent of the District, which consent may be granted or withheld in the sole discretion of the District. The Contractor may utilize subcontractors as otherwise permitted and provided in the Contract Documents. Any assignment or transfer of any obligation under this Contract without the prior written consent of the District shall be void *ab initio*, and shall not release the Contractor from any liability or obligation under the Contract, or cause any such liability or obligation to be reduced to a secondary liability or obligation.

**Survival and Severability.** Should any provision of this Contract be determined to be illegal or in conflict with any laws of the State of Florida or the Federal government, the validity of the remaining provisions shall not be impaired.

**No Third-Party Beneficiary.** It is specifically agreed that this Contract is not intended by any of the provisions of any part of this Contract to establish in favor of any other party, the public or any member thereof, the rights of a third-party beneficiary hereunder, or to create or authorize any private right of action by any person or entity not a signatory to this Contract to enforce this Contract or any rights or liabilities arising out of the terms of this Contract.

**AMENDMENT OF CONTRACT.** This Contract may not be modified or amended without the prior written consent of the party to be charged by said amendment or modification. This provision may not itself be changed orally. The Contractor specifically is aware and understands that any material or substantial change to this Contract may require approval of the District's Governing Board for any such change to be valid.

**ENTIRE CONTRACT.** This Contract, including the Contract Documents referenced above, together with any exhibits or attachments hereto constitutes the entire agreement between the parties.

**ACCESS TO RECORDS AND REPORTS.** In accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the District, the Federal Transit Administration (FTA) Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or the FTA Administrator's authorized representatives including any PMO Contractor access to Contractor's records and construction sites (if any) pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. In accordance with 49 CFR 18.39(i)(11), the Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than seven years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the District, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

**ENERGY CONSERVATION.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**FEDERAL CHANGES.** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the District and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with



a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA)**

**TERMS.** Whether or not expressly set forth in the preceding contract provisions, all standard terms and conditions required by the United States Department of Transportation (DOT) are hereby incorporated by reference. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any District requests which would cause the District to be in violation of the FTA terms and conditions.

**PUBLIC RECORDS.** The District is subject to Florida's Government in the Sunshine Law, Chapter 286, Florida Statutes (the "**Sunshine Law**") and the Public Records Act, Chapter 119, Florida Statutes (the "**Public Records Act**"). It is possible that the Contractor, as a result of the Contract, may also be subject to the Sunshine Law and the Public Records Act and, if so, the Contractor will promptly respond in accordance with the statute to any and all third party requests for "public records," as that term is defined in the Public Records Act. In regard to any such request, the Contractor will promptly notify the District. The District's determination as to the necessity of such response shall be presumptively correct.

**NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing contained in this Contract shall be construed to waive the sovereign immunity of the District under Chapter 768, Florida Statutes, and any amendments thereof, or under any other provision of law.

#### **NO OBLIGATION BY THE FEDERAL GOVERNMENT.**

(1) The District and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the District, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**TIME IS OF THE ESSENCE.** In performing this contract, the Contractor agrees that time is of the essence.

**UNDOCUMENTED WORKERS.** This Contract shall be immediately terminated for cause according to Section 10 should the Contractor, after exhausting its right to appeals, be found liable or guilty by any state or federal authority concerning violations of any immigration employment laws or regulations, if the violation involved labor connected to the performance of this contract.

**OFFICIALS NOT TO BENEFIT.** No member of or delegate to Congress, or a member of the District's governing body, shall be admitted to any share or part of this contract or to any benefit arising from it. However,

this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

#### **TERMINATION. Default by Contractor.**

(a) The District may, in its sole and absolute discretion, by written notice of default to the Contractor, terminate all or any part of this Contract if (i) the Contractor fails to perform the Services described herein, within the time specified herein or any extension thereof; or (ii) if the Contractor fails to satisfy any of the other material provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms; and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may in his/her absolute discretion authorize in writing) after receipt of notice from the Contracting Officer specifying such failure. In the event that the District elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by the District shall not limit the District's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**Termination by the District for Convenience.** This Contract may be terminated by the District in its absolute discretion, in whole or in part, whenever the District Contracting Officer or the District shall determine that such termination is in the best interest of the District. Any such termination shall be effected by delivery of a notice of termination by the District to the Contractor, specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its claim for final payment to the District. Settlement of claims by the Contractor under this paragraph shall be in accordance with the provisions set forth in Part 49 of Title 48 of the Federal Acquisition Regulations (48 C.F.R. 49), except that wherever the word "Government" appears it shall be deleted and the word "District" shall be substituted in lieu thereof.

**Default by the District.** In the event the District is in default under this Contract, the Contractor shall first provide written notice to the District of said condition alleged by the Contractor to be a default, and the District shall have a reasonable period of time, not to exceed sixty days, within which to cure said default. During said period, the Contractor shall continue to provide the services to the District.

**Remedies for Default by Contractor.** If this Contract is terminated by the District for default by the Contractor, the District shall, except as otherwise expressly set forth in the Contract Documents, retain any and all remedies available to it against the Contractor. By way of illustration and not limitation, the District may proceed to obtain the remaining Services from another third party and thereby recover from the Contractor any "excess costs" incurred by the District in so doing.

#### **SUSPENSION AND DEBARMENT**

If this purchase exceeds \$25,000, the following provisions apply:

(1) This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

(2) The certification in this clause is a material representation of fact relied upon by the District. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(3) Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or



disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

(4) The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certifications and disclosures. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure.

#### **Clean Air and Water Act**

##### **(a) Definitions:**

(1) "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 *et seq.*).

(2) "Clean air standards," as used in this clause, means:

(i) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738.

(ii) An applicable implementation plan as described in Section 110(d) of the Air Act [42 U.S.C. 7410(d)];

(iii) An approved implementation procedure or plan under Section 110(c) or Section 111(d) of the Air Act [42 U.S.C. 7411(c) or (d)]; or

(iv) An approved implementation procedure under Section 112(d) of the Air Act [42 U.S.C. 7412(d)].

(3) "Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pre-treatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

(4) "Compliance," as used in this clause, means compliance with:

(i) Clean air or water standards; or

(ii) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

(5) "Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised, by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee of the Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

(6) "Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251 *et seq.*).

##### **(b) The Contractor agrees:**

(1) To comply with all the requirement of Section 114 of the Clean Air Act (42 U.S.C. 7414) and Section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use best effort to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

(4) To insert the substance of this clause into any nonexempt subcontract, including this paragraph (b)(4).

**Seismic Safety:** The recipient must include seismic safety provisions in its third party contracts for the construction of new buildings or additions to existing buildings as required by 42 U.S.C. Sections 7701 *et seq.*, and DOT regulations, "Seismic Safety," 49 CFR Part 41 at Sections 41.117 and 41.120.

#### **Restrictions on Lobbying**

(a) The Contractor shall timely comply with the requirements of the lobbying restrictions set forth in 31 U.S.C. § 1352 and 49 CFR Part 20, and as those authorities may be hereafter amended.

(b) If a Standard Form LLL, Disclosure of Lobbying Activities, is required to be completed by the Contractor or subcontractor at any tier, such disclosure form shall be furnished to the Contracting Officer.

#### **CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

**National Intelligent Transportation Systems Architecture and Standards** - To the extent applicable, the Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.



ATTACHMENT 2 – LAKELAND AREA MASS TRANSIT DISTRICT STANDARD CONTRACT

CONTRACT # FY-\_\_

for

External Audit Servicers

**THIS AGREEMENT** (hereinafter, the “**Contract**”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2014 (the “**Effective Date**”) by and between:

**THE LAKELAND AREA MASS TRANSIT DISTRICT** (hereinafter referred to as the “**District**”), an independent special taxing district in Polk County, Florida, whose street address is 1212 George Jenkins Blvd., Lakeland, Florida 33815.

and

\_\_\_\_\_, a State of \_\_\_\_\_ for-profit corporation (hereinafter referred to as the “**Contractor**”), with its principal place of business located at \_\_\_\_\_ and a Federal Employer Identification Number of \_\_\_\_-\_\_\_\_\_.

**WITNESSETH:**

WHEREAS, the District was created to perform functions necessary for the achievement of an integrated, efficient and well-balanced public transportation system, and to take all steps and actions necessary or convenient for the conduct of its business; and

WHEREAS, the District desires to obtain goods and/or services (collectively, the “**Services**”), according to the requirements in the Request for Proposal # 14-005 (hereinafter referred to as the “**Solicitation**”) and as further described herein; and

WHEREAS, the Contractor has submitted a proposal or response in connection with the Solicitation, which has been selected by the District (hereinafter referred to as the “**Response**”); and

WHEREAS, the Contractor warrants to the District that it is qualified and duly licensed to furnish the Services in Florida and meet the obligations set forth in the Solicitation, the Response, and the documents detailing the scope of services attached hereto as Exhibit “A” (the “**Scope of Services**”), and as hereinafter stated; and

WHEREAS, the Contractor warrants that the representations made by it in its Response to the Solicitation remain valid, accurate and binding upon it; and

WHEREAS, the Contractor desires to render the Services and meet the obligations set forth in the

Solicitation, the Response, and the Scope of Services and upon the terms and conditions set forth in the Contract Documents, as defined herein.

**NOW, THEREFORE**, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **RECITALS.** The Recitals set forth above are incorporated herein by this reference.

2. **DEFINITIONS.** Terms not defined in the Contract Documents shall have the meanings ascribed to such terms in applicable state, local or federal regulations, including but not limited to the District Policies and Procedures. If there is a conflict between any defined terms, the reasonable interpretation of said term by the District shall govern.

3. **CONTRACT DOCUMENTS.** For the purposes of this Contract, the following documents are collectively referred to herein as the “**Contract Documents**”:

- a) The third-party contracting requirements in Federal Transit Administration (FTA) Circular 4220.1F as well as the applicable “Federally Required and Other Model Clauses” which are available on the FTA web site; and
- b) This Contract together with all Exhibits and attachments hereto; and
- c) The Solicitation; and
- d) The Contractor’s Response.

In the event of a conflict between the terms of the Contract Documents, the order of precedence is as set forth above. In addition, to the extent any of the terms of the Response conflict or in the reasonable opinion of the District are not relevant to the remaining Contract Documents, then, in that event, the provisions contained in the Response will not be applicable and a part of the Contract Documents. Contract Documents shall further include any later amendments or change orders.

4. **FURNISHING OF SERVICES.** In regard to the Services to be furnished by the Contractor:

(a) **Furnishing of Services.** The Contractor shall furnish to the District the Services in compliance with the Contract Documents.



**(b) Required Approved Task/Work Orders and Notice to Proceed.**

The Contractor shall not proceed with any work required under this Contract without a written notice to proceed from the District (hereinafter referred to as a "Notice to Proceed"), which may constitute provision of a signed contract/task work order to the Contractor. Proposed task orders drafted by the Contractor shall be requested by the District, and there is no minimum number of requests that the District is obligated to request. Each task order shall detail the scope of work, products used, assigned staff, including the project manager, any subcontractors, schedule of performance, and cost detail for each of the foregoing items. Any work performed or expenses incurred by the Contractor prior to receipt of a Notice to Proceed shall be entirely at the Contractor's risk.

**(c) Type of Contract.** The Contract shall be defined as the following:

**Definite Delivery, Definite Quantity with a Firm, fixed unit price**

Cost-plus percentage of cost contracts are prohibited by federal law (see: 46 Comp. Gen. 612 (B-159713; FTA C.42201F)). If the Contractor engages any subcontractors on a cost-plus percentage of cost contract type basis, the Contractor shall be deemed to be in material breach of the Contract and the District may terminate for cause under the provisions set forth below.

**5. NOT TO EXCEED AMOUNT.** The Contractor shall not provide Services of an amount that would be greater than the "Not To Exceed Amount" (as defined below), unless otherwise agreed in writing by the District. The Contractor shall also not be required to provide Services in excess of said Amount, except as otherwise provided in the Contract Documents.

**6. TERM.**

**(a) Initial Term.** Subject to the further provisions set forth in this paragraph, the initial term of this Contract shall be for a period of a 36 months commencing on the date specified in the Notice to Proceed (NTP).

**(b) Option Term.** The District shall have the option to extend this Contract by a supplemental agreement signed by the parties for 2 renewal terms of 12 months, under the terms and conditions set forth in the Contract Documents. The District may extend a supplemental agreement to the Contractor to exercise the option term, if it is in the best interests of the District, 180 days prior to the expiration of the initial term. The Contractor must accept or reject in writing the supplemental agreement within 30 days following receipt of the supplemental agreement.

**(c) Termination.** The District shall have the right to terminate this Contract in accordance with the provisions of paragraph 10 below.

**7. PAYMENT.**

**(a) Payment.** The District agrees to pay the Contractor for the Services the amount provided in the Scope of Services.

**(b) Maximum Contract Amount.** In any event, the total amount to be paid by the District pursuant to any [Contract Work or Task Orders / this Contract](#) for the Services shall not exceed \$\_\_\_\_\_ (hereinafter referred to as the "Not to Exceed Amount") without the further written agreement of the District.

**(c) Procedure for Invoicing.** Invoicing for services must be rendered in accordance with the District Purchasing Policies and the Florida Prompt Payment statute, posted on the LAMTD web site, on a monthly basis, or as otherwise provided in the Contract Documents. The invoice must be sent to: Accounts Payable, 1212 George Jenkins Blvd., Lakeland FL 33815.

**(d) Time of Payment by the District.** Consistent with the Florida Prompt Payment Statute (F.S. Ch. 218.70, et seq.), and further subject to the terms and conditions provided herein, the District shall make full payment within net 45 days after receipt and approval by the District of the Contractor's invoice, unless otherwise stated herein.

**(e) Prohibited Costs.** The District may request additional documentation from the Contractor prior to payment of any invoice or bill from the Contractor. The District may disallow and deduct any cost for which proper documentation is not provided. Notwithstanding any other provision in this Contract or any other document, the provisions of Federal Acquisition Regulations (FAR) 31.201 through 31.205 regarding "Allowable Costs" govern, and are hereby incorporated by reference herein. Such prohibited costs include, but are not limited to: general advertising/public relations; alcoholic beverages; bad debts; contingency reserves; contributions and donations; dividends or other profit distributions; excess depreciation; entertainment; fines, penalties, and mischarging costs; first-class/business class air travel; goodwill amortization; insurance for catastrophic losses; interest and related taxes for refinancing; legal judgments, fines, and related attorney's fees; lobbying costs; losses on other contracts; organization expenses and related taxes for reorganizing; certain taxes for federal income and excess profits; relocation cost ; dues, memberships, conferences, and subscriptions.

**(f) Receipt of Payment by Contractor as Release of the District.** The acceptance by the Contractor, its successors, or assigns, of any progress or final payment due pursuant to this Contract, shall constitute a full and complete release of the District from any and all claims, demands, or causes of action whatsoever



that the Contractor, its successors, or assigns may have against the District in connection with the Services performed hereunder, through the date that the Services are rendered and for which such payment is made.

**(g) Subcontractors.** In the event the Contractor is utilizing any subcontractors for the furnishing of Services (which must be approved by the District prior to engaging the subcontractor in any work pursuant to this Contract), then, upon request by the District, the Contractor shall further provide to the District copies of billings and other invoices which may be received from any such subcontractors and, in addition, the Contractor will obtain releases from time to time in favor of the District from any subcontractor(s) for work so performed by that subcontractor. The District shall have the right from time to time to directly contact and discuss with the subcontractor any work performed by that Subcontractor under the Contract Documents, but the District will not have any liability or obligation to said subcontract or said subcontractor.

## **8. CONTRACTOR'S OBLIGATIONS.**

**(a)** The Contractor shall, for the consideration set forth herein, and at its sole cost and expense, as an independent Contractor, provide all labor, materials, equipment, tools, supplies and incidentals necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents.

**(b)** Contractor will render its Services in accordance with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the project and at the time the Services are to be performed. The Contractor's performance shall be considered acceptable when:

- (i)** The Contractor's performance has been inspected and approved by the District and, if applicable, all punch-list items have been properly corrected to the District's satisfaction; and
- (ii)** If applicable the Contractor has delivered to the District the Contractor's final affidavit in form acceptable to the District (which would incorporate a full and general release of the District), if any, as well as a final affidavit and release from any subcontractor; and
- (iii)** All the other duties and obligations to be performed by the Contractor under the Contract Documents have been satisfactorily met or performed, including the delivery to the District of any materials or documentation relating to the Services, including any warranty materials.

**(c)** The Contractor shall conform to all applicable governmental requirements and regulations, whether or not such requirements and regulations are specifically set forth in the Contract Documents. The Contractor in this regard understands that the District is a public agency which receives both federal and state funding.

Therefore, the Contract Documents and the performance by the Contractor shall be subject to any applicable rules and regulations promulgated by the Federal Transit Administration ("FTA") and/or the Florida Department of Transportation ("FDOT").

**(d)** The Contractor shall pay license fees and all sales, consumer, use and other similar taxes relating to the Contract, and the matters to be performed thereunder. The District is exempt from payment of Florida sales and use taxes. The District will sign an exemption certificate submitted by the Contractor, if required. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the District, nor is the Contractor authorized to use the District's tax exemption number in securing such materials. The District reserves the right to "direct buy" any materials to be furnished by the Contractor under the Contract Documents and, if the District requests, the parties will enter into an appropriate agreement reflecting said direct purchase, the effect of which will be for the District to directly purchase those materials. Accordingly, the contract amount will be reduced by the amount of the purchase price paid by the District for said materials, in addition to the delivery cost of those materials to be physically acquired and/or delivered to the Contractor, with full warranties regarding those materials as if those materials were purchased from the Contractor. Any bonds furnished by the Contractor will apply to those materials.

**(e)** The Contractor shall be responsible for payment of its employee(s)' Federal Insurance Contributions Act ("FICA") and Social Security benefits with respect to this Contract.

**(f)** Unless otherwise expressly set forth in the Contract Documents, the Contractor shall be responsible to secure, at the Contractor's expense, all necessary permits and approvals. The Contractor shall promptly furnish copies of all such permits and approvals to the District as and when obtained.

**(g)** The Contractor shall be responsible to coordinate all tests and inspections necessary for the proper execution and timely completion of this Contract.

**(h)** The Contractor shall be required to obtain and maintain during the term of the Contract at its sole expense, any and all insurance required under the Contract Documents or as may be otherwise reasonably required by the District and, if applicable, to show the District as an insured under said insurance and to furnish appropriate certificates to the District. The required insurances are: **Automobile Liability Insurance** shall be maintained by the Contractor with a combined single limit of not less than the statutory minimum required by Florida law, as well as Bodily Injury and Property Damage coverages required by the laws in the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles. "Lakeland Area Mass Transit District"



will be named as additional insured. **Professional Liability Insurance** shall be maintained by the Contractor with an each occurrence limit of not less than \$100,000.00 protecting the Contractor against claims of LAMTD for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the Contractor. **Workers Compensation** shall be maintained by the Contractor for all employees engaged in the work under this Contract required by the laws of the State of Florida. **Employers Liability Insurance** shall be maintained by the Contractor at limits not less than the following and shall include a waiver of subrogation in favor of LAMTD: \$500,000 for each accident; \$500,000 for disease (each employee); \$1,00,000 for diseases in the aggregate.

(i) The Contractor, at the request of the District, shall further provide to the District such other information as the District may reasonably request from time to time. Further, the Contractor shall at the District's request meet and have its employees and representatives meet with the District from time to time, regarding any of the Services to be rendered under the Contract.

(j) Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of their employees, agents or others for whose acts they are legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

(k) Goods required for daily consumption, or where the delivery is an emergency, a replacement, or is overdue, the convenience of the District shall govern. If, in calculating the number of calendar days from the order date, the delivery date falls on a Saturday, Sunday or holiday, delivery shall be made not later than next succeeding business day.

## **9. NON-DISCRIMINATION/CIVIL RIGHTS REQUIREMENTS.**

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

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

(3) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(4) Access Requirements to Individuals with Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and the following regulations and any amendments thereto:

A) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;



- B) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
  - C) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 39;
  - D) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 36;
  - E) DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
  - F) General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 C.F.R. Part 101-10;
  - G) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
  - H) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
  - I) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.
- (5) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **10. TERMINATION. Default by the Contractor.**

The District may, in its sole and absolute discretion, by written notice of default to the Contractor, terminate all or any part of this Contract if (i) the Contractor fails to perform the Services described herein, within the time specified herein or any extension thereof; or (ii) if the Contractor fails to satisfy any of the other material provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms; and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may in his/her absolute discretion authorize in writing) after receipt of notice from the Contracting Officer specifying such failure. In the event that the District elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by the District shall not limit the District's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

#### **(a) Termination by the District for Convenience.**

This Contract may be terminated by the District in its absolute discretion, in whole or in part, whenever the Executive Director or the District shall determine that such termination is in the best interest of the District. Any such termination shall be effected by delivery of a notice of termination by the District to the Contractor, specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its claim for final payment to the District. Settlement of claims by the Contractor under this paragraph shall be in accordance with the provisions set forth in Part 49 of Title 48 of the Federal Acquisition Regulations (48 C.F.R. 49), except that wherever the word "Government" appears it shall be deleted and the word "District" shall be substituted in lieu thereof.

**(b) Default by the District.** In the event the District is in default under this Contract, the Contractor shall first provide written notice to the District of said condition alleged by the Contractor to be a default, and the District shall have a reasonable period of time, not to exceed sixty days, within which to cure said default. During said period, the Contractor shall continue to provide the services to the District.

**(c) Remedies for Default by Contractor.** If this Contract is terminated by the District for default by the Contractor, the District shall, except as otherwise expressly set forth in the Contract Documents, retain any and all remedies available to it against the Contractor. By way of illustration and not limitation, the District may proceed to obtain the remaining Services from another third party and thereby recover from the Contractor any "excess costs" incurred by the District in so doing.

**11. DISPUTE RESOLUTION.** Providing there is no conflict with Part 49 of Title 48 of the Federal Acquisition Regulations (48 C.F.R. 49), the District may elect to refer any and all disagreements, disputes, controversies or claims with the Contractor ("Legal Dispute(s)") to the American Arbitration Association ("AAA") provided, however, that nothing in this paragraph shall in any way limit the right of the District to terminate this Agreement under paragraph 10 hereof. On filing for such arbitration, the District shall appoint one arbitrator, the Contractor shall appoint a second arbitrator, and AAA shall appoint a third arbitrator. Once a claim in arbitration has been filed, the parties shall have sixty (60) days to conduct discovery pursuant to the discovery rules of the United States District Court for the Middle District of Florida, Tampa Division, and the parties agree that the arbitrators shall enforce such discovery rules in a manner in which such rules would be enforced in such court and that the mandatory



disclosures under Rule 26 of the Federal Rules of Civil Procedure shall apply. Once such sixty (60) day discovery period has ended, each of the parties shall have an additional fifteen (15) days to file a written brief which shall not exceed fifty (50) pages and which shall support such party's position in the Legal Dispute. The arbitrators shall then render a binding decision regarding the Legal Dispute based on such written briefs. Notwithstanding the foregoing, either party may seek appropriate injunctive relief from any court of appropriate jurisdiction for any threatened or actual breach, which may cause immediate and irreparable harm. The parties hereby consent and agree that any action, suit or proceeding arising in connection with any Legal Dispute relating to this Contract shall be brought only in the exclusive jurisdiction of 10<sup>th</sup> Judicial Circuit of the State of Florida or the United States District Court for the Middle District of Florida, Tampa Division; provided, however, that any Legal Dispute arising out of this Contract shall first be subject to the District's option to refer such Legal Dispute to the AAA as provided in this paragraph 11.

**12. NOTICES.** All notices shall be made to the addresses listed in the preamble to this Contract, unless otherwise provided below:

- (a) The Contractor's primary point of contact for daily operations, or project manager, regarding the Services pursuant to this Contract is: David Persaud, Project Mgr. (name)  
1212 George Jenkins Blvd., Lakeland, FL 33815,  
863-327-1303 (phone),  
DPersaud@ridecitrus.com (e-mail).  
The District reserves the right to require the Contractor to assign a new staff member to manage the project at the District's sole discretion, should progress completing performance under this contract become unsatisfactory.
- (b) The Contractor's primary point of contact for legal notice and authority to modify or act under this Contract, is: Lisa Harris, Contract Specialist,  
1212 George Jenkins Blvd., Lakeland, FL 33815  
863-327-1314 (phone),  
lharris@ridecitrus.com (e-mail).
- (c) The Contractor may appoint other individuals upon written notice to, and approval by, the District. The Contractor shall provide written notice to the District promptly with respect to any changes to the aforesaid contact information.
- (d) As of the date hereof, the District designates Lisa Harris, Contract Specialist (the "Contracting Officer"), (863) 327-1314, 1212 George Jenkins Blvd., Lakeland FL 33815, as the primary point of contact for issues pertaining to contractual changes, modifications and overall Contractor performance.
- (e) The District and the Contractor may change its own staff designations upon written notice to the

other party. The designated District staff member shall not have the authority to modify this Contract except in accordance with applicable rules and regulations, including, but not limited to the District's Policies and Procedures. Notwithstanding anything herein to the contrary, no such change, modification or amendment shall be valid or binding upon the District, if the authorizing representative of the District executing such instrument has exceeded its authority, pursuant to the applicable District Policies and Procedures.

### **13. MISCELLANEOUS.**

- (a) **Captions and Headings.** The captions and headings provided herein are for convenience of reference only and are not intended to be used in construing the terms and provisions hereof.
- (b) **Number and Gender.** Whenever herein the singular or plural is used the same shall include the other where appropriate. Words of any gender shall include all genders when the context so requires.
- (c) **Multiple Counterparts.** This Contract may be executed in a number of identical counterparts each of which is an original and all of which constitute collectively one agreement. In making proof of this Contract in any legal action, it shall not be necessary to produce or account for more than one such counterpart.
- (d) **Attorney Fees.** In the event of any legal action, including arbitration proceedings, seeking enforcement of this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and the costs of such proceedings from the other party, including without limitation fees and costs associated with any trial, appellate or bankruptcy proceeding.
- (e) **Waiver Of Jury Trial.** EACH PARTY HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE CONTRACT DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.
- (f) **Assignment.** The District has selected the Contractor to render the Services based in substantial part on the personal qualifications of the Contractor; as such, the Contractor may not assign or transfer any right or obligation of this Contract in whole or in part, without the prior written consent of



the District, which consent may be granted or withheld in the sole discretion of the District. The Contractor may utilize subcontractors as otherwise permitted and provided in the Contract Documents. Any assignment or transfer of any obligation under this Contract without the prior written consent of the District shall be void *ab initio*, and shall not release the Contractor from any liability or obligation under the Contract, or cause any such liability or obligation to be reduced to a secondary liability or obligation.

(g) **Survival and Severability.** Should any provision of this Contract be determined to be illegal or in conflict with any laws of the State of Florida or the Federal government, the validity of the remaining provisions shall not be impaired.

(h) **No Third-Party Beneficiary.** It is specifically agreed that this Contract is not intended by any of the provisions of any part of this Contract to establish in favor of any other party, the public or any member thereof, the rights of a third-party beneficiary hereunder, or to create or authorize any private right of action by any person or entity not a signatory to this Contract to enforce this Contract or any rights or liabilities arising out of the terms of this Contract.

14. **AMENDMENT OF CONTRACT.** This Contract may not be modified or amended without the prior written consent of the party to be charged by said amendment or modification. This provision may not itself be changed orally. The Contractor specifically is aware and understands that any material or substantial change to this Contract may require approval of the District's Governing Board for any such change to be valid.

15. **DISTRICT APPROVAL.** Execution of this Contract, including the exhibits and attachments hereto, is contingent upon the approval by the District Governing Board, and applicable governing rules and procedures of the District.

16. **ENTIRE CONTRACT.** This Contract, including the Contract Documents referenced above, together with any exhibits or attachments hereto constitutes the entire agreement between the parties.

17. **ACCESS TO RECORDS AND REPORTS.** In accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the District, the Federal Transit Administration (FTA) Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17

to provide the FTA Administrator or the FTA Administrator's authorized representatives including any PMO Contractor access to Contractor's records and construction sites (if any) pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. In accordance with 49 CFR 18.39(i)(11), the Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than seven years or fifteen years should the Contract involves the performance of capital improvements<sup>1</sup>, after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the District, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

18. **ENERGY CONSERVATION.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

19. **FEDERAL CHANGES.** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the District and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

20. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition

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<sup>1</sup> Florida Statutes 119 and 257, *et seq.*



to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subContractor who will be subject to the provisions.

## **21. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.**

Whether or not expressly set forth in the preceding contract provisions, all standard terms and conditions required by the United States Department of Transportation (DOT) are hereby incorporated by reference. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any District requests which would cause the District to be in violation of the FTA terms and conditions.

## **22. CLEAN WATER**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **23. CERTIFICATION REGARDING LOBBYING**

The Contractor certifies, to the best of its knowledge and belief, 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 an 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The Contractor 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 was 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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. Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

## **24. CLEAN AIR**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure



notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**25. [reserved]**

**26. SUSPENSION AND DEBARMENT**

(1) This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

(2) The certification in this clause is a material representation of fact relied upon by the District. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(3) Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

(4) The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certifications and disclosures. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure.

**27. PUBLIC RECORDS.** The District is subject to Florida's Government in the Sunshine Law, Chapter 286, Florida Statutes (the "Sunshine Law") and the Public Records Act, Chapter 119, Florida Statutes (the "Public Records Act"). It is possible that the Contractor, as a result of the Contract, may also be subject to the Sunshine Law and the Public Records Act and, if so, the Contractor will promptly respond in accordance with the statute to any and all third party requests for "public records," as that term is defined in the Public Records Act. In regard to any such request, the Contractor will promptly notify the District. The District's determination as to the necessity of such response shall be presumptively correct.

**28. NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing contained in this Contract shall be construed to

waive the sovereign immunity of the District under Chapter 768, Florida Statutes, and any amendments thereof, or under any other provision of law.

**29. NO OBLIGATION BY THE FEDERAL GOVERNMENT.**

(1) The District and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the District, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**30. DISADVANTAGED BUSINESS ENTERPRISES.**

a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 2%. A separate contract **goal of 0% DBE participation has** been established for this procurement.

b) The 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 CFR 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 the District deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c) *If a separate contract goal has been established, the Contractors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following, concurrent with and accompanying sealed bid or initial proposal, prior to award:*

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeree's commitment to use a DBE subcontractor whose



participation it submits to meet the contract goal;  
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Contractor's commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so. The Contractor has presented the information required above as a matter of responsiveness with initial proposals prior to contract award (see 49 CFR 26.53(3)).

d) *If no separate contract goal has been established, the Contractor is required to report its DBE participation obtained through race-neutral means throughout the period of performance, if it has obtained DBE subcontractors for the Services under this Contract.*

e) The Contractor is required to pay its DBE subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the District. In addition, the Contractor may not hold retainage from its subcontractors and is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. The Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the District and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

f) The Contractor must promptly notify the District whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the District.

**31. TIME IS OF THE ESSENCE.** In performing this contract, the Contractor agrees that time is of the essence.

**32. UNDOCUMENTED WORKERS.** This Contract shall be immediately terminated for cause according to Section 10 should the Contractor, after exhausting its right to appeals, be found liable or guilty by any state or federal authority concerning violations of any immigration employment laws or regulations, if the violation involved labor connected to the performance of this contract.

**33. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).** Contractor shall not use or disclose Protected Health Information in violation of the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996. The definitions set forth in

the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501).

**34. OFFICIALS NOT TO BENEFIT.** No member of or delegate to Congress, or a member of the District's governing body, shall be admitted to any share or part of this contract or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

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

**36. BUY AMERICA REQUIREMENTS.** The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

**37. CARGO PREFERENCE - USE OF UNITED STATES-FLAG VESSELS.** The Contractor agrees:

(1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the



extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC

20590 and to the District (through the Contractor in the case of a subcontractor's bill-of-lading.)

(3) To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**39. DRUG AND ALCOHOL TESTING.** The Contractor agrees to participate in the District's drug and alcohol program established in compliance with 49 CFR 655.

**IN WITNESS WHEREOF**, the authorized signatories named below have executed this Contract on behalf of the parties as of the Effective Date.

**Lakeland Area Mass Transit District**

**[firm]**

By: \_\_\_\_\_

Name: Tom Philips

Title: Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to form and correctness:**

By: \_\_\_\_\_

Name: Ben Darby

Title: District General Counsel

Date: \_\_\_\_\_

[Exhibits Follow Next Page]