



SOLICITATION OVERVIEW

1. SOLICITATION NO.: RFP 19-004 2. ISSUE DATE: February 05, 2019 3. FOR INFORMATION CONTACT: NAME: Lisa Harris E-MAIL: lharris@ridecitrus.com PHONE: 863-327-1314 FAX: 863-327-1345	4. BRIEF DESCRIPTION: Insurance Agent/Broker Services for the District's Employee Health & Welfare Insurance Benefit Suites
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5. PRE-OFFER CONFERENCE: (See Section 1.6 for more information.)
LOCATION: 1212 George Jenkins Blvd, Lakeland, FL 33815 **DATE AND TIME:** February 13, 2019 at 2:00 P.M. EST

6. SUBMIT OFFER TO THE FOLLOWING ADDRESS: Lakeland Area Mass Transit District (LAMTD) Attn: Lisa Harris, Contract Specialist 1212 George Jenkins Blvd, Lakeland, FL 33815	7. OFFER SUBMISSION DUE DATE AND TIME: March 08, 2019 at 2:00 P.M. EST
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8. SUBMIT WITH OFFER: Original offer and 5 photocopies, including the exhibits and attachments listed on Page 2 of this form.

9. OFFERS WILL NOT BE PUBLICLY OPENED.

10. FIRM OFFER PERIOD: Offers shall remain firm for a period of 120 calendar days, from the date specified in Block 7 above, while under evaluation.

11. 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.

OFFER

(To be completed by Offeror)

12. DISCOUNT FOR PROMPT PAYMENT: _____%, _____ Calendar Days (Please refer to Invoice and Payment clauses in Section 3)

13. 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.

14. ACKNOWLEDGEMENT OF AMENDMENTS: 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

15. OFFEROR'S NAME AND ADDRESS: (Type or Print) TELEPHONE: E-MAIL: CELL PHONE: FAX:	16. NAME AND TITLE OF OFFEROR'S REPRESENTATIVE (PERSON AUTHORIZED TO EXECUTE CONTRACTS): (Type or Print) 17. OFFEROR'S REPRESENTATIVE SIGNATURE & DATE:
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AWARD

(To be completed by LAMTD)

18. DBE: A DBE goal of 0 % has been established for this contract. Federal or State funds may utilized.

19. ACCEPTED AS TO:	20. TOTAL AMOUNT OF AWARD:	21. CONTRACT NUMBER:

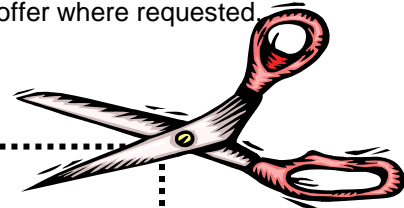
22. LAMTD'S CONTRACTING OFFICER'S SIGNATURE & CONTRACT AWARD DATE:

Name: _____ Signature: _____ Date: ____/____/____

	NAME	FORM DESCRIPTION	FORM #	SUBMIT WITH TECHNICAL OFFER?
●	Cover Sheet	Solicitation Overview	CS-01	YES
●	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 [construction] - N/A	SEC-04	
●	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.



SEALED PROPOSAL
**** DO NOT OPEN ****

SOLICITATION:
NUMBER: 18-004
TITLE: Insurance Agent/Broker Services for the District's
Employee Health & Welfare Insurance Benefit Suites

SUBMITTED BY: _____

DELIVER TO:
Lakeland Area Mass Transit District
Attn: Lisa Harris, Contract Specialist
1212 George Jenkins Blvd., Lakeland, FL 33815

SECTION 1.0 – INTRODUCTION

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1.1 Background

The Lakeland Area Mass Transit District, hereinafter referred to as the “District”, has provided public transportation to the Polk County area since 1982, with an employee population of about 182 individuals. The District’s operations include: approximately 38 fixed route buses, 37 paratransit demand response service vehicles, and 12 support vehicles. Polk County is larger than the state of Rhode Island, and is equal in size to Delaware, and is situated along Interstate 4 between Orlando and Tampa. 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 686,483 residents. The District’s Board of Directors is composed of five members, who are sitting Polk County, Florida and City of Lakeland Commissioners.

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 Insurance Agent/Broker Services for the Districts Employee Health and Welfare Insurance Benefit Suites, as outlined within the solicitation.

1.3 Minimum Qualification

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 by the Contracting Officer or his/her designee. 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

1.5 Solicitation Timeline

SOLICITATION ISSUED	DATE: 02/05/19
PRE-OFFER CONFERENCE	DATE: 02/13/19
OFFERS DUE	DATE: 03/08/19
OFFER EVALUATIONS and SHORTLISTING	DATE: 03/15/19
ORAL PRESENTATIONS (if necessary or requested) (03/25/19 through 03/27/19)	DATE: 03/25/19
BOARD REVIEW/APPROVAL	DATE: 04/10/19
CONTRACT AWARD & NOTICE TO PROCEED	DATE: 04/29/19

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 2:00 P.M. on February 13, 2019 at 1212 George Jenkins Blvd, Lakeland, FL 33815. Attendees are required to sign in at the Administration Bldg. Offerors are strongly urged to attend. Pre-registration is suggested to ensure adequate seating is available. When registering please indicate the number of attendees, provide their names and position held.

Questions and requests for clarification relating to this solicitation, shall be submitted in writing, to the contact person identified in Block 3 of the Solicitation Offer and Award form by mail, facsimile or commercial courier, at least three (3) working days in advance of the scheduled conference to allow sufficient time for responses to be considered and prepared by the District. As stated in Section 3.2 questions concerning the solicitation that are not addressed at the conference, if one is held, shall be submitted in writing no later than five (5) working days in advance of the offer submission due date and time, which is the minimum time required for the District's reply to reach offerors before the offer submission due date and time, as required by the "Acknowledgement of Amendments to the Request for Proposals" clause. Questions received less than three (3) working days in advance of the offer submission due date and time will be responded to only if the District determines that the question and its response would have a material and substantive impact on the solicitation.

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 with 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-offer conference is optional, no modification 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.

1.7 Type of Contract

A. The Type of Contract will be defined as an Indefinite Delivery/Indefinite Quantity (ID/IQ) contract with an all-inclusive Firm, Fixed Fees for services specified elsewhere in the contract.

B. The order of magnitude for the District's annual health care premium expenditure is roughly \$1,900,000.

1.8 Number of Awards

One contract award shall be made.

1.9 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 one (1) additional two-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.

1.10 Period of Performance

The Contractor Period of Performance shall commence with the District's Notice to Proceed, tentatively scheduled for March/April of 2019. The Period of Performance is believed to provide adequate time for the transfer of data of the incumbent to the incoming Contractor. Employee benefits in place prior to Contract Award shall remain in effect through the next Open Enrollment Period, being September 30, 2019.

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. Task orders shall be issued in the form of a purchase order. The purchase number must appear in all invoices to ensure proper payment.

C. 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.

D. 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. Terms not defined within the Contract Documents shall have the meanings ascribed in applicable federal, state or local laws and regulations. Where a conflict arises between any defined terms, LAMTD's reasonable interpretation of said term shall govern.

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.

DBE: 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.

Project Manager: The person responsible for administering the Project / Technical advisor and responsible to the Contracting Officer of the Procuring Agency.

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.

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 privity of Contract with the Contractor.

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 Insurance Agent/Broker Services for the District's Employee Health and Welfare Insurance Benefit Suites.

2.2 Purpose

The District, being fully insured, seeks to improve the long-term health of its employees and create cost containments in its insurance programs. The selected Insurance Agent/Broker (Contractor) shall provide a full range of services including, but not limited to, innovative plan design, funding alternatives, risk identification, risk exposures, insurance placement, written analysis and recommendations for provided benefits (including health, dental and group life), and Voluntary Benefits (to include vision, PPO dental, long-term disability, supplemental life, and other indemnity plans), as well as Employee Assistance, Wellness Programs, and Cobra Administration. The District's goal is to consider plans that are similar in nature to that of its existing plans offered with minimum disruption to plan utilization by its employees. Plans proposed should have a large national provider network, especially in Polk County, FL as the majority of the District's workforce resides in the greater Lakeland and Winter Haven areas (Polk County). However, we do have several employees residing in Hillsborough, Osceola, Pasco, and Seminole counties.

2.3 Contractor Responsibility

Contractor (Insurance Agent/Broker) responsibilities are inclusive of, but not limited to:

- (1) Analyze the insurance needs of the District and provide written recommendations for changes where appropriate or where dictated by changing market conditions or laws. Suggest alternative funding methods and plan changes to affect cost savings. Initial renewal information shall be provided no later than 90 days prior to renewal
- (2) Negotiate renewal rates with current carriers and/or market group coverage to competing carriers.
- (3) Prepare solicitations for receiving various offers on lines of insurance. Review, consolidate and present proposals to District's Project Manager, make recommendations, and secure benefit provider once selected.
- (4) Monitor performance of all plans and provide reports to the District's Project Manager as needed. Proactively suggest products and services that would better serve the needs of the District and its employees. Develop and assist in the implementation of new insurance plans and employee benefit programs.
- (5) Represent the District as requested in communications with all underwriters, claims adjusters and claimants.
- (6) Coordinate the District's employee open enrollment prior to the beginning of the new plan year, and communicate benefit changes. Prepare Annual Employee Benefit Guides.
- (7) Review each insurance policy, binder, certificate or other insuring document and all endorsements affecting coverage and/or price, to ensure they are complete, correct and in compliance.
- (8) Act as liaison between benefit providers.
- (9) Perform claims mitigation for the District and for individual employees when requested.
- (10) Keep the Project Manager abreast of changes in statutory and regulatory changes and prepare notifications to District employees to ensure compliance with federal and state requirements. Review pending legislation and report to the Project Manager any impact it may have on existing or future benefits.
- (11) Be available to the District for consultation as needed in performing obligations under this agreement.

- (12) Advise the District on insurance trends, insurance market conditions, financial stability of any insurance companies writing policies for the District, or any other items having potential to materially impact any insurance coverage carried by or claim processing services to the District.
- (13) Perform Actuarial Services related to employee benefit plans when required or requested.
- (14) Provide a copy of Schedule A from benefit providers participating in the health; welfare plans no more than 120 days past the last day of the plan year.
- (15) Present only Insurance Companies with an AM Best rating of "A" or higher as viable option for services.
- (16) Collect, compile and review part-time hours worked with the project manager to identify pay and play provision of the Affordable Care Act.
- (17) Provide reporting and filing preparation for the Affordable Care Act that meets Federal and State requirements.
- (18) Contract must have Employee Navigator Software
- (19) Provide HR Portal Access Functionality and HR Training.

2.4 District Employee and Benefit Information

A. Employee Information

As of October 1, 2018, the District has 181 full time employees. Those employees are covered by the below described benefit plan with the covered population consisting of 159 medical, 161 dental, and 129 vision. The District has union employees that are part of the Transport Workers Union of America (TWU) in which all staff (union and non-union) have the same benefits in place. Employee payroll is processed in house using MCSJ software by Edmund and Associates.

B. Benefits Information

All employee benefits that are in place prior to Contract Award must stay in place through the Open Enrollment Period ending on September 30, 2019.

(1) Group Health Plan: The District has a plan structure that involves claims coverage of 90% paid by the plan and 10% by the employee (\$20.00 co-pay), following negotiated claim settlement. Premiums are paid at 100% for employees only; employees pay premiums for spouses and dependents (current structure is employee only, spouse, children, and family coverage options). COBRA is administered by Lincoln Financial.

The District is open to alternative structures and tiered options which may be economically advantageous for the District as well as employees. Please provide detailed carrier premium estimates and types of benefit coverage's in your firm's proposal to the District.

(2) Dental Plan: The District currently offers two plans under the current provider. DHMO with no coverage maximum and PPO with a coverage maximum of \$2,000 per calendar year. Premiums are paid at 100% for employees selecting the DHMO plan; employees selecting the PPO plan pay \$18.16 per month; employees pay full premiums for spouses and dependents (same structure as outlined for Group Health seen above). Please provide detailed carrier premium estimates and types of benefit coverage's in your firm's proposal to the District.

(3) Life Insurance: The District currently offers \$20,000 of group life insurance coverage at no cost to employees; this is offered through the current provider to all full-time employees whether they select or waive coverage. Executive group life is equal to one times the salary. Please provide detailed carrier premium estimates and types of benefit coverage's in your firm's proposal to the District.

(4) Voluntary Benefits: The District currently offers additional voluntary coverage's through AFLAC (including short disability, AFLAC Life, cancer and hospital indemnities as well as other optional plans); additional life insurance through CIGNA; and vision through Humana Comp Benefits. Employees receive additional compensation in the form of an insurance credit to enroll in any of these options or to decrease the amount of premium they pay towards dependent coverage. The District is open to discussions as to how to maintain at least some of this coverage so there is minimal disruption to voluntary benefits utilized by the District employees.

(5) Wellness Program: The District has a pilot Wellness Program in place. The goal is to include this coverage as a benefit option or as a spending credit on Health Insurance renewals to employees. The District is open to creative structures that would be economically advantageous to the organization as well as employees. Please provide a detailed Wellness Program that is inclusive but not limited to the following criteria: yearly employee biometric screenings; a yearly wellness fair; employee fitness rewards; monthly employee engagement programs and follow up; wellness dollars; nutrition counseling; fitness counseling; and a monthly article on wellness/ health for the Citrus Connector newsletter.

(6) Long Term Disability: The District currently provides Long Term Disability (LTD) insurance through Cigna to all eligible employees. The LTD benefit pays the employee a percentage of their gross monthly earnings if they become disabled due

to illness or non-work related injury. The premium rate is based on the employee's age and covered salary. The LTD benefit pays 60% of the employee's monthly earnings up to a monthly maximum of \$5,000. An employee must be disabled for 90 days prior to becoming eligible for the LTD benefit.

(7) Benefits are not currently offered to part-time employees.

2.5 Insurance Agent/Broker Questionnaire

(1) Describe your firm's proposed form of compensation (i.e. commission, annual retainer, and fee-for-service), keeping in mind that the District is seeking a Firm, Fixed Fee Contract for the services listed above. Additional services, outside of the standard programming (i.e. additional counselling, office visits, etc.) shall be listed as optional services. If you are proposing a fee, please include your firm's fee schedule/hourly rates and project timelines. If you charge any additional fees for consulting and employee communication, please indicate the basis for your firm's charges and what typical charges might be. Please note that the District is seeking a Firm, Fixed Fee Contract with optional services

(2) Provide complete and full disclosure of compensation paid to anyone working on the program (broker, agents, etc.) whether a fixed fee or a percentage of net written premiums.

(3) Describe the full spectrum of products offered by your firm. Describe how more than one line of insurance may be combined into one carrier offering, if that is financially beneficial to the District.

(4) Describe your firm's status with the health insurance carriers your firm engages, such as Platinum or Blue Diamond designations.

(5) Describe your firm's strengths, highlighting the aspects of your service that make you unique from your competition.

(6) Describe your firm's expertise in negotiating rates at point of renewal. Describe recent scenarios (leaving aside client names for confidentiality, if required) for entities with at least 100 health plan covered employees, and how the client benefit from your services.

(7) What has been the renewal increase/decrease averages your firm has negotiated with national companies having 100 -500 insured lives over the past three (3) years?

(8) What form of corporation is your entity (e.g., privately held, closely held S-corp., C-corp., publicly traded on NYSE, etc.)? If a consortium, joint venture or team approach is being proposed, provide the above information for all participating entities.

(9) Does your firm have attorneys on retainer licensed with the Florida Bar that can advise the District on any ERISA or health law related issues? Please name the attorney and their law firm (see www.flabar.org for assistance).

(10) Do you have a COBRA vendor as your preferred placement and why?

(11) Describe any wellness programs offered by each health carrier and/or agent/broker.

(12) Would there be any discount or financial incentive to the District concerning its premium regarding any of these wellness programs should the District engage those services? Would there be a financial benefit to the employee regarding the same?

(13) Would your firm consider proposing optional PPO, HMO, POS and and/or other types of coverage as partially self-funded plans that are economically advantageous to the District and employees, if so offered?

(14) Provide a count of your firm's existing clients categorized by large (500 or more), medium, or small (under 100) groups.

(15) Is your firm affiliated with any insurance company, third party administrative agency or provider network?

(16) What tools/services does your firm provide its client that set your organization apart from other Insurance Agents/Brokers? Give examples of this service model and cases where your firm has gone "above and beyond" for your clients.

(17) What is your firm's service philosophy to assist the client's Project Manager/Benefits Administrator?

(18) Describe any communication materials that your firm provides routinely to your client's participants? Please provide samples.

(19) Does your firm provide/publish communication services for its clients' employees, such as newsletters, and other informative publications related to health and welfare, etc. Please provide a sample of employee communication materials that you have routinely distributed to your clients.

(20) Provide examples of communication materials developed and prepared by your firm for use in client's communication campaigns (i.e. benefit fairs, annual enrollment, etc.).

- (21) Describe how your firm would support and enhance client communication and services with state-of-the-art Internet-based technology tools.
- (22) Detail your firm's ability to monitor regulatory and legislative developments at both the state and federal level and how this will be communicated to the client.
- (23) How much financial surplus is available to support each carrier plan and what is the financial confidence rating provided by each insurer's actuary?
- (24) For any multi-line discounts, please describe the discounts the District would enjoy based on the number of lines of insurance purchased above.
- (25) What is the reinsurance structure for each of the plan offered?
- (26) Describe your firm's current ownership structure, including affiliations, employee ownership, and investors.
- (27) Describe any significant organizational developments in the past five (5) years (i.e. changes in ownership, reorganization, acquisitions).
- (28) What is your firm's position on accepting fiduciary liability?
- (29) Describe your firm's organization, philosophy, management and provide a brief history. Describe your firm's contractual relationships, if any, with organizations necessary to the proposal's implementation.
- (30) Describe your firm's ethics and conflict of interest policy. Would your firm have any conflicts of interest by providing consulting services to The Group? Does anyone in your firm provide personal services or products to officers of The Group?
- (31) What are the administrative fees and acquisition costs as a percentage of net written premiums for each plan offered?
- (32) Describe your firm's approach with regard to disclosure at a benefit provider level and compensation level. Provide a written agreement that there will be no undisclosed compensation?
- (33) Provide a sample invoice that would be used to report and bill for work performed or describe payment for services.
- (34) Is your firm willing to guarantee its service performance by placing a portion of the fees at risk (stop-loss threshold)?
- (35) What types of seminar programs does your firm offer? What are the costs associated with those programs?
- (36) What is your firm's client retention rate?
- (37) Provide at least three references of CURRENT clients that are:
- (a) Not less than three years old as a client.
 - (b) Must have annual operating budgets of no less than \$10 million and insures 150+ lives.
 - (c) Provide the same range of services being requested in this RFP.
- (38) What services do you offer for the Affordable Car Act Reporting and filing requirements?
- (39) Does your firm have the Navigator system?
- (40) Does your firm allow for AFLAC integration?
- (41) Does your firm offer HR education?
- (42) Can your firm provide monthly site visits for new products and wellness?
- (43) Describe and/or provide documentation as to your employee portal functionality.

2.6 Exhibits

Exhibit A – 2018 / 2019 Employee Benefits Guide

2.7 Cost of Services and Price/Fee Schedule

The fee structure, as stated in section 1.7 of this solicitation, is an all-inclusive firm, fixed fee. Offerors shall provide a detailed fee schedule for the cost of services described herein. The details shall outline each service type to be provided, the level of effort or estimated labor hours to perform said service, the frequency of that service, and the associated cost of service. Optional services may be offered and should also reflect a detailed fee schedule, for the cost of each service type.

A Labor Rate Fee Schedule has been provided, as Attachment 3, and shall be required, for the District to accept optional items and determine the fair and reasonableness of offer submittals.

- A. When providing pricing details, service description and/or applicable fees, please note, as stated in Attachment 2 (LAMTD Standard Contract) section 4(c) "Cost-plus percentage of cost contracts are prohibited by federal law".
- B. Each Area of Service should be demonstrated in the Offeror's Project Approach, as outlined in section 5.8 C of the solicitation.
- C. Each area of service should cross reference the price proposal.
- D. Attachment 3 is provided as an Excel workbook reflective of Direct Labor Details.
- E. Detailed Direct labor cost may also be required 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.
- F. 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.
- G. Offerors must provide pricing for the "Option Terms." In evaluating and assigning price points, option pricing shall be considered.
- H. The order of magnitude, as stated in section 1.7, is reflective of the anticipated cost to be incurred for all aspects of service and production, inclusive of but not limited to third party costs.

Lakeland Area Mass Transit District (LAMTD) Attachment 3 - Price Schedule Labor Details RFP 19-004 - Employee Benefits Broker			
Line Item	CONTRACTOR:	PROPOSAL TITLE: Audit Services	
1	DIRECT LABOR (Specify labor discipline and name of individual - i.e., Jim Doe, senior auditor)	HOURS	RATE/HOUR (CO # 8)
1-a			\$
1-b			\$
1-c			\$
1-d			\$
1-e			\$
1-f			\$
	TOTAL LABOR HOURS →		TOTAL LABOR COST →
2	LABOR BURDEN (Specify)	BURDEN RATE = RATE * BURDEN (percentage)	TOTAL \$
3	TOTAL LABOR AND BURDEN (Sum of lines 1 and 2)		TOTAL \$
4	DIRECT COSTS (Sum of materials, tools, etc.)		TOTAL \$
5	TRAVEL (Sum of mileage, hotel, etc.)		TOTAL \$
6	CONSULTANTS (Specify)		TOTAL \$
7	SUBCONTRACTS (Specify)		TOTAL \$
8	TOTAL DIRECT COST (Sum of lines 3, 4, 5, 6, 7)		TOTAL \$
9	Fee _____ % of line 8		TOTAL \$
10	TOTAL CONTRACT COST (Sum of lines 8, 9 and 10)		TOTAL \$
I certify that the individuals listed in block 1 are performing Direct Labor on the project and are employees of this firm. I further certify that any subcontractors/sub-consultants required to perform this level of effort are listed and submitted on this form.			
Signature of Offeror's Representative			(Date)
Print or Type Name & Title			
*CAUTION: A false statement in any offer submitted to the District may be a criminal OFFENSE.			

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, it is suggested and encouraged, in order to receive notification of future solicitation.

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 Conflict of Interest

As per Chapter 112, Florida Statutes, 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.

3.5 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.

3.6 Submittal Requirements

Submittal requirements are outlined within Section 5 of this solicitation.

3.7 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.

3.8 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.**

3.9 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.

3.10 Solicitation Evaluation and Award

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

3.11 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 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.

3.12 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.

3.13 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.

3.14 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 5.4.

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 **
\$2,000,000	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 or General Liability Insurance (as applicable) 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.

E. The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance. The insurance company(ies) must maintain a minimum rating of A- as assigned by AM Best.

F. The Contractor will be held responsible for all deductibles and self-insured retentions that may be contained in the Contractor's Insurance policies

G. Certificate of Liability Insurance, naming the District as an "Additional Insured" shall be provided within 5 days of the District's "Notice of Intent to Award" and prior to performing services outline elsewhere in this document.

3.15 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. Lack of knowledge by the proposer will in no way be cause for relief from responsibility.

3.16 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.

3.17 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.

3.18 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.

3.19 Contractor Personnel / E-Verify

Contractor personnel shall have professional conduct and appearance, proper footwear; and vendor identification worn in visible sight at all times while working on the premises. Appropriate protective clothing, shoes and other safety equipment shall be worn as required.

The Project Manager may request removal of any Contractor personnel without professional conduct, appearance, not properly dressed, or without a proper identification.

In accordance with State of Florida Executive Order Number 11-116 the Contractor and/or sub-contractor personnel shall be legally eligible to work in the United States. Documentation shall be available, upon request, and may be provided in the form of the U.S. Department of Homeland Security E-verify system <http://www.uscis.gov/e-verify> or its U.S. Citizenship and Immigration Services (USCIS) Form I-9.

3.20 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.

3.21 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.

3.22 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.

3.23 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.

3.24 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.

3.25 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, 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, or a reductions thereof, where federal funds may be utilized. Where subcontracting opportunities are not available, a letter of affirmation may be provided. Said letter must state that the offeror does not utilize subcontractors, labor, equipment, or material external to that provided by their firm.

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 the State of Florida. The directory is located at:

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

Various certifying UCP agencies are situated throughout the state of Florida with a location directory available at:

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/UCPMemberList.aspx>

Appropriate forms to apply for DBE certification are available at:

https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/get_certified

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).

D. Submission of Subcontractor Utilization Forms and Related Documentation: All Offerors shall submit the Subcontractor Utilization form (Section 6, Form J, part C) when the initial response to the Authority's solicitation is due. The Offeror shall indicate the names of any subcontractor(s), subconsultant(s) or supplier(s) to be used in this contract (DBE-certified or non DBE-certified firms), or indicate that no portion is intended to be subcontracted.

The Contractor must provide a copy of each subcontract agreement to the Contracts Specialist for this solicitation within three (3) business days of execution and must notify the Contract Specialist for this solicitation of any change in subcontractor utilization. The District encourages Contractors to bring copies of subcontracts to kick-off meetings.

5.2 Listing of Subcontractors and/or Suppliers

Offers shall include a listing of subcontractors and suppliers who will be used on the contract. (See Section 6, Form A)

Offerors must specifically describe the Offeror's role in relationship to its subcontractors and shall describe the interfaces with said subcontractors.

5.3 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:

- (i) notifies the broadest number of subcontractors of the opportunity to be awarded a subcontract;
- (ii) invites subcontractors to submit bids/proposals in a practical, expedient way;
- (iii) provides subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- (iv) allows subcontractors to meet with appropriate personnel of the Offeror to discuss requirements; and
- (v) 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.

5.4 Key Personnel and Qualifications

Offeror shall include a general description of the firm and its background as it relates to experience with like governmental arrangements over a minimum period of 3 years. Provide a minimum of three (3) references to include all relevant contact information for each customer. The District reserves the right to contact each listed customer to evaluate past performance by the vendor.

Offeror shall identify the individuals that will be involved in servicing the District's account. Please provide resumes of these individuals. Insurance brokerage experience is preferred and should be detailed.

In accordance with State of Florida Executive Order Number 11-116 the Contractor and/or sub-contractor personnel shall be legally eligible to work in the United States. Documentation shall be available, upon request, and may be provided in the form of the U.S. Department of Homeland Security E-verify system <http://www.uscis.gov/e-verify> or its U.S. Citizenship and Immigration Services (USCIS) Form I-9.

5.5 Acknowledgement of Solicitation Amendments

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.

5.6 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.

All forms requiring execution by the Offeror shall be incorporated in the submittal documents. Should the District be required by the selected respondent to complete and execute any other forms or documents, post award and in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions and/or requirements of the Awardee's forms or documents.

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.

5.7 Offer Preparation

A. Offerors are expected to examine the Price/Fee Schedule, solicitation instructions, specifications or 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. Offerors must state provide concise written materials that enable the reviewer to clearly understand the Offeror's capabilities and approach to the project. Said material shall reflect a level of understanding of the work required 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.

5.8 Offer 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.

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 and Experience of Firm and Staff,
- Section 3 Project Approach, Work or Business Plan
- Section 4 Price/Fee 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)
 - (2) The Solicitation, Overview Form,
 - (3) Fully completed Affidavits/Acknowledgements.
- (b) Section 2 - Qualifications and Experience of the Firm, Staff, and/or Major Subcontractors: 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, staff, and major subcontractors.
- (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 three (3) 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. Describe of all relevant staff experience demonstrating the ability to perform all services required by this solicitation. This should not only include the Proposers personnel, but those of subcontractor/partner personnel that are 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 or Business Plan: 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 logs shall be provided where applicable.
 - (4) Should progress payments be requested, offers shall incorporate a draft or mock schedule of events, outlining project phases and timelines. Each phase shall be classified as transition, implementation, open enrollment,

etc. The final schedule shall be provided within 20 days of award and shall be used, in part, for submitting and reviewing progress payments and should coincide with the project approach or business plan.

- (d) Section 4 – Price/Fee Schedule: Price proposals shall be submitted in accordance the criteria outlined within the Statement of Work.
- (1) Pricing methodologies for all services to be provided, shall be delivered with a level of detail, then summarized. Fully burned labor rates shall be provide on the Attached Price Schedule for Labor, as described in the Statement of Work.
 - (2) Should progress payment be requested, offers shall provide a schedule of events, outlining the phases of the contract, and all associated pricing. Each phase shall be classified; i.e. transition, implementation, open enrollment, etc. Additionally the schedule shall allocate the values for the various phases of the work and shall also be used, in part, as the basis for submitting and reviewing progress payments.
 - (3) To be considered for award of contract, the offeror must provide pricing for all billable “items”. All billable items must appear on the price Schedule. Failure of an offeror to provide pricing on the Schedule may render the offer for that discipline as unacceptable and/or unbillable.
 - (4) Also, to be eligible for award, offerors must provide pricing for Option Terms and/or Items, where applicable. 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.

5.9 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.

5.10 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” points. Total possible points that can be awarded are 1,000 and are broken down as follows:

Technical (500 Total Maximum Points), and Price (500 Total Maximum Points).

<u>Criteria (see section 5.8-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>	175 technical points
(3) <u>Project Approach, Work Plan, or Schedule of Values</u>	300 technical points
(4) <u>Price</u>	500 price points

B. The District Source Evaluation Committee (SEC) members may be comprised of qualified District staff, District board member(s), and/or other entities' personnel if found necessary by the District. 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. Competitive Ranges: In accordance with Section 15, of the Federal Acquisition Regulations, a competitive range may be established as part of the evaluation criteria; submittals with exceptionally high or low pricing and/or overall technical and price scores or ranking, may be rejected on this basis and given no further consideration.

D. 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, or the required elements within a Schedule of Values, 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) Offerors are hereby reminded that item descriptions in the Schedule are not intended as complete descriptions of the required supplies and/or services to be purchased under this solicitation. Complete descriptions are provided in the Specifications and/or Statement of Work exhibits in this solicitation document.

(c) 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.

- (d) 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.

E. 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.

F. 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.

G. 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.

5.11 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 and where applicable; 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.

5.12 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.

5.13 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.

5.14 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.

5.15 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.

5.16 Availability of Funds

Funds may not be available for performance under this contract beyond the current fiscal year. The District's obligation for performance of this contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise for performance under this contract beyond the current fiscal year, until the Contractor receives notice of availability of funds, in writing, from the Contracting Officer.

5.17 Contractual Provisions

THE SUCCESSFUL OFFEROR SHALL COMPLY WITH THE CONTRACT DOCUMENTS AS SET FORTH IN THE MOST RECENT LAKE LAND 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) 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.

Offerors forms requiring execution by the District shall be incorporated in the submittal documents for review and consideration. Should the District be required by the selected respondent to complete, execute, or acknowledge any other forms or documents, post award and in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions and/or requirements of the Awardee's forms or documents.

5.18 USDOT/FTA/FDOT Concurrence for Contract Award

The award of a Contract for this Project may be subject to review and concurrence by the U.S. Department of Transportation, Federal Transit Administration and/or the Florida Department of Transportation.

5.19 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) (not be necessary if acknowledged elsewhere)

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]

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):

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 Offeror) 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).

C. Unauthorized Alien(s)
By entering into this contract, the contractor certifies that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The District shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the District.

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your firm wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at 1-888-464-4218.

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.

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]

<p>1. Type of Federal Action:</p> <input checked="" type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative Agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan Guarantee <input type="checkbox"/> f. Loan Insurance	<p>2. Status of Federal Action:</p> <input checked="" type="checkbox"/> a. Bid/Offer/Application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-award	<p>3. Report Type:</p> <input checked="" type="checkbox"/> a. Initial Filing <input type="checkbox"/> b. Material Change For Material Change Only: Year _____ Quarter _____ Date of Last Report: _____
<p>4. Name and Address of Reporting Entity:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Sub-awardees: Tier ____ if known Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is a Sub-awardee, enter Name and Address of Prime:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency:</p> <p>_____</p>	<p>7. Federal Program Name/Description:</p> <p>_____</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p> <p>_____</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10a. Name and Address of Lobbying Entity: (If an individual, last name, first name, MI)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>(attach Continuation Sheet, if necessary)</p>	<p>10b. Individuals Performing Services (including address if different from 10a) (Last name, first name, MI)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>(attach Continuation Sheet, if necessary)</p>	
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual \$ _____ <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. Retainer <input type="checkbox"/> d. Contingent fee <input type="checkbox"/> b. One-time fee <input type="checkbox"/> e. Deferred <input type="checkbox"/> c. Commission <input type="checkbox"/> f. Other; specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. Cash <input type="checkbox"/> b. In-kind; specify: nature _____; value _____</p>		
<p>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:</p> <p>(attach Continuation Sheet, if necessary)</p>		
<p>15. Continuation Sheets Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>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.</p>		<p>Signature: _____</p> <p>Date: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone Number: _____</p>

FORM H(b) – DISCLOSURE OF LOBBYING ACTIVITIES INSTRUCTIONS

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; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included 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 FY15 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 less than three (3) and no more than five (5) project completed within the last three (3) 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: _____

Email Address: _____

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 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/PROPIETARY INFORMATION REQUESTS

Instructions: The special and standard terms contained in this RFQu explaining this subject matter apply. In addition, you must mark the section you are requesting to be withheld form 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:

Request No.2 – Proposal Page _____, Section Number _____.
Citing Florida Statute Number: _____

Explanation:

[END OF FORM N]

FORM P – ACKNOWLEDGEMENT OF ADDENDA

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

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__

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

[END OF FORM P]