



LAKELAND AREA MASS TRANSIT DISTRICT

REQUEST FOR PROPOSAL (RFP)

RFP #11-001

ARCHITECTURAL SERVICES FOR 1212 GEORGE JENKINS RENOVATIONS

Important Instructions:

ONE: Did you register with the District as a vendor? If not, then go to www.ridecitrus.com, under "Business Opportunities". You will need to prepare a copy of your IRS Form W-9 and upload it as a .pdf.

TWO: Did you provide an expression of interest to the contracting officer below via email regarding this solicitation? All communications with vendors are handled via e-mail. **If you neglect to do so, you automatically waive your firm's rights to information, addenda, and other updates pertaining to this solicitation. The District cannot be held responsible if you do not comply with this requirement.**

THREE: Have you filled out and notarized the appropriate appendix forms, and attached those to your proposal?

FOUR: Your proposal must be submitted in a three-ring binder. The spine of that binder must state your firm's name and the number of this RFP. **The face of the binder must say "ORIGINAL" if it contains the originally signed appendix forms in blue ink.** If you are dropping your proposals off directly, please proceed to the reception lobby at the administrative office building at 1248 George Jenkins Blvd. (Lakeland Industrial Park – Bldg. A) and obtain a temporary security badge. Then, proceed two doors down to Shipping & Handling at 1212 George Jenkins Blvd. (maintenance facility) to the east gate and present the badge to the security guard. You may park in any visitor's parking spot. The shipping dock is located just behind the modular office building.

For Information Contact ONLY:

Cathy Zickefoose, Contracts Specialist
Lakeland Area Mass Transit District
P.O. Box 1687
Lakeland, FL 33802
Phone: (863) 327-1314
Fax: (863) 688-4132
E-mail: czickefoose@ridecitrus.com

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**LEGAL NOTICE
LAKELAND AREA MASS TRANSIT DISTRICT
ARCHITECTURAL SERVICES FOR 1212 GEORGE JENKINS RENOVATION**

Request for Proposal #11-001

LAKELAND AREA MASS TRANSIT DISTRICT requests interested parties to submit formal sealed proposals for the above referenced Request for Proposal.

Scope of Work: The District, is seeking written proposals from qualified architectural and engineering consultant teams to provide services needed for the renovation of an existing office facility in the State of Florida, Polk County. This is a requirements contract for the architectural services as described in the District's RFP #11-001.

The District will receive proposals at its Shipping and Receiving location, located at 1212 George Jenkins Blvd., Lakeland FL 33815 until 2:00 P.M., prevailing local time on November 22, 2010. Proposals received after such time will remain unopened and available for pickup by the offeror.

Ordering Instructions: A copy of the subject RFP may be obtained free of charge from the District's website at www.ridecitrus.com (go to "contracting", then "current bid postings") or through www.demandstar.com.

Pre-Proposal Conference: A non-mandatory pre-proposal meeting will be held at 2:00 p.m. on November 9, 2010 at 1248 George Jenkins Blvd., Lakeland FL 33815. Proposers are strongly suggested to attend. Those in attendance must sign in at the reception lobby at the administrative office building at 1248 George Jenkins Blvd. (Bldg A), Lakeland FL 33815 (Lakeland Industrial Park – Bldg. A) to obtain a temporary security badge. Proposers are strongly suggested to attend. This information session presents an opportunity for proposers to clarify any concerns regarding the RFP requirements. The proposer is cautioned that, although the site visit/pre-proposal conference is optional, no modification or any changes will be allowed in the proposer's pricing because of the failure of the proposer(s) to visit the site or failure to attend the conference.

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).

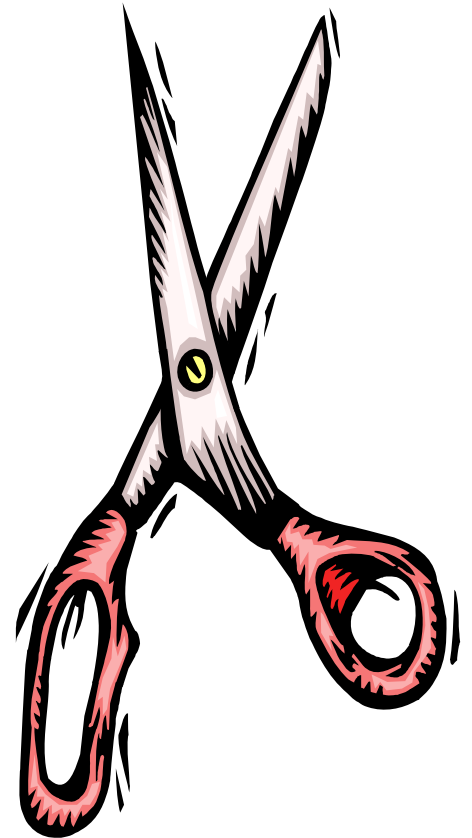
BY ORDER OF THE LAKELAND AREA MASS TRANSIT DISTRICT.

Norma Armstrong
Manager, Procurement & Contracts

SEALED PROPOSAL LABEL

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Proposal”. Be sure to include the name of the company submitting the proposal where requested.

SEALED PROPOSAL • DO NOT OPEN	
RFP NO.: <u>11-001/CZ</u>	
RFP TITLE: ARCHITECTURAL SERVICES FOR OFFICE RENOVATION	
DELIVER TO:	Attn: Cathy Zickefoose Contract Specialist LAMTD 1212 George Jenkins Blvd Shipping & Handling Lakeland, FL 33815



DEFINITIONS

Contract: Contract to be executed by the District and the Proposer selected by the District for the services defined in this RFP, in the form substantially similar to that herein.

Contractor: The successful Proposer who is awarded a contract for providing all services described in the RFP.

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

D.B.E.: Disadvantaged Business Enterprise.

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

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

Request for Proposal(s) or RFP: This Request for Proposal RFP #11-001, Architectural Services For Office Renovation.

Proposer: Person, firm company, partnership, or corporation responding to this RFP.

Proposal: Statement of qualifications and proposals submitted by a Proposer in accordance with this RFP.

Subcontractor or Subconsultant: to mean 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.

Scope Of Services/Work: to mean Section 2.0 of this solicitation, which details the work to be performed by the contractor.

Authorized Signee: the person who is executing this contract on behalf of the Proposer/Contractor and who is authorized agent to bind the Proposer/Contractor.

Subcontractor: means a business independent of a Proposer that may agree with the Proposer to perform a portion of a contract.

Subcontract: means an agreement between a Proposer and a subcontractor to perform a portion of a contract between the Proposer and the District.

SECTION 1.0 – OVERVIEW AND PROPOSAL PROCEDURES

1.1 INTRODUCTION

The District is requesting statements of qualifications and proposals from firms interested and capable of providing quality, efficient and cost effective architectural services to the District.

Proposals must be complete, carefully worded and must convey all of the information requested in order to be considered responsive. Should the proposal fail to conform to the essential requirements of the RFP, the District shall determine whether the variance is significant enough to cause the RFP to be considered non-responsive and therefore not considered for award. The District shall not accept nor request additional information of a proposer in order to determine responsiveness. This RFP, including supporting documents, provides proposers with all information necessary to prepare and submit a written proposal.

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. Proposers may take exceptions to any of the terms of this solicitation unless the solicitation specifically states where exceptions may not be taken. The District may accept or reject the exceptions at its sole discretion. The District reserves the right to request and evaluate additional information from any respondent after the submission deadline as the District deems necessary.

LAMTD – the business name for the “Lakeland Area Mass Transit District”, has provided public transportation to the Polk County area since 1982. LAMTD operations include: 51 fixed route buses, 16 paratransit demand response service vehicles, and ten support vehicles. Polk County is larger than the state of Rhode Island and 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's total population estimate for 2005 was 541,840 (an increase of 12 percent from the 2000 U.S. Census count of 483,924). This represents an average annual growth rate of 2.4 percent or an average annual increase of 11,583 persons. Polk ranks as the eighth most populous of Florida's of 67 counties. Polk's total population is expected to grow to an estimated 587,600 by 2010 and 675,000 by 2020. The agency'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 RFP TIMETABLE

ISSUANCE OF RFP	DATE: 10/27/2010
PRE-PROPOSAL CONFERENCE	DATE: 11/9/2010
WRITTEN QUESTIONS DUE	DATE: 11/15/2010

DUE DATE FOR PROPOSALS	DATE: 11/22/2010
SOURCE EVALUATION COMMITTEE MEETING (Step II, Proposal Review)	DATE: 11/24/2010
SOURCE EVALUATION COMMITTEE MEETING (Step III, Oral Presentations)	DATE: TBD
BOARD APPROVAL	DATE: TBD
CONTRACT AWARD	DATE: TBD
NOTICE TO PROCEED	DATE: TBD

NOTE: SOME DATES REFERENCED ABOVE ARE FOR PLANNING PURPOSES ONLY AND ARE SUBJECT TO CHANGE.

1.3 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 RFP, and contract award, shall be submitted, in writing. Written communication may be submitted in the form of e-mail, to: Cathy Zickefoose
czickefoose@ridecitrus.com

Proposers 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 Contracts Specialist.

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 consideration and award process binds the District ONLY when such statements or information are written and executed by the District's Purchasing and Contracts Manager or his/her designee.

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

All Proposers will be notified in writing when the District makes an award recommendation.

The Contracting Officer for this RFP is:

Cathy Zickefoose, Contract Specialist
Lakeland Area Mass Transit District
1248 George Jenkins Blvd, Lakeland, FL 33815

(863) 327-1314 phone

(863) 327-1345 fax

czickefoose@ridecitrus.com

1.4 DBE PARTICIPATION

There is a **0%** DBE (Disadvantaged Business Enterprise) goal established for this procurement. Federal funds shall be utilized.

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.

All DBE participation included in this RFP must be certified by a local municipality, the state or a federal agency. **Certifications for any DBE's must be included for any DBE being submitted.**

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.

1.5 ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing and received by the District's Contracting Officer for this RFP, in accordance with **Section 1.3** above, no later than the deadline for receipt of questions specified in the RFP Timetable. The request must contain the RFP number and title, Proposer's name, name of Proposer's contact person, 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 RFP Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the designated Procurement Contracting Officer prior to submitting a qualifications

submission that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their qualifications submission (**see attached Form P**).

Proposers who obtain copies of this RFP from sources other than the District's website or DemandStar risk the potential of not receiving addenda, since their names will not be included on the Vendor List for this particular RFP. Such Proposers are solely responsible for those risks.

1.6 MODIFIED PROPOSALS

A Proposer may submit a modified proposal submission to replace all or any portion of a previously submitted qualification submission up until the RFP Submission Due Date. The Selection Evaluation Committee will only consider the latest version of the proposal/qualifications submission.

1.7 WITHDRAWAL OF PROPOSAL SUBMITTALS

Proposals submissions shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the District contact person for this RFP (in accordance with **Section 1.3**), prior to the Due Date or upon the expiration of ninety (90) calendar days after the opening of proposal submissions. Unauthorized conditions, limitations, or provisions attached to a Proposal may cause its rejection. **NO oral, telegraphic, telephonic, or facsimile (FAX) proposals or modifications will be considered.**

1.8 LATE PROPOSAL SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals received after the RFP Submission Due Date are late and will not be considered. Modifications received after the RFP Submission Due Date are also late and will not be considered. Letters of withdrawal received either after the Proposal submission Due Date or after contract award, whichever is applicable, are late and will not be considered.

The responsibility for submitting the proposal submissions to the District on or before the stated time and date is solely and strictly the responsibility of the Proposer. 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.

1.9 RFP POSTPONEMENT/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 from any respondent after the submission deadline as the District deems necessary.

1.10 COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the District, or any work performed in connection therewith, shall be borne by the Proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the

Proposer(s) prior to commencement of work as defined by a contract approved by the Board of the Lakeland Area Mass Transit District.

1.11 BUSINESS ENTITY REGISTRATION

The District requests that business entities to complete a registration application found on the District's website. Proposers need not register with the District to present a proposal; however, the selected Proposer(s) must register prior to award of a contract as failure to register may result in the rejection of the Proposal.

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 RFP.

Any District employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with the District, or any person or agency acting for the District from competing or applying for any such contract as it pertains to this solicitation, must notify the District's Contracting Officer prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with the District or any person or agency acting for the District and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable.

1.12 ORAL PRESENTATIONS

The District may require Proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein. If required, the presentations are anticipated to be conducted on the date indicated in this RFP Timetable or as determined by the District.

1.13 EXCEPTION TO THE RFP

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the District a meaningful opportunity to evaluate and rank proposals, and the cost implications of the exception (if any).

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 Proposer 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 RFP. However, the District is under no obligation to accept any exceptions. If no exception is stated, the District will assume that the Proposer will accept all terms and conditions.

1.14 PROPRIETARY/ CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance 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 deem 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 deemed by the agency 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 which 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 a proposal, 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 a proposal, your firm consents to this waiver. The redaction or return of information pursuant to this paragraph may render a proposal non-responsive.

1.15 NEGOTIATIONS

The District may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a technical standpoint.

The District reserves the right to enter into contract negotiations with the recommended Proposer. If the District and the recommended Proposer cannot negotiate a successful contract, the District may terminate said negotiations and begin negotiations with another recommended Proposer. 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.

1.16 RIGHTS OF PROTEST

A recommendation for contract award of a proposal may be protested by a proposer 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 Proposers and/or to reject any and all proposals submitted in response to any RFP. Conditional proposals or those that take exception to the Scope of Services may be considered non-responsible and may be rejected by the District.

1.17 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Proposers 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.

1.18 REVIEW OF QUALIFICATION SUBMISSIONS FOR RESPONSIVENESS

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

1.19 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.

1.20 INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW

In connection with any award issued as a result of this RFP, 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 Proposer shall make available, to the IPSIG retained by the District, all requested records and documentation pertaining to this RFP 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 Proposer's cost/price for this RFP or any subsequent work orders awarded be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Proposer, 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 Proposer in connection with this RFP or any contract issued as a result of this RFP. The terms of this provision are neither intended nor shall they be construed to impose any liability on the District by the selected Proposer or third party.

1.21 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 a proposal 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 proposals 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 a Proposal to the District are guaranteeing that they have read the previous statement, and by signing the proposal documents, are qualified to submit a Proposal under Section 287.133, (2)(a) Florida Statutes.

1.22 REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS ON DISTRICT CONTRACTS

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

1.23 FAIR SUBCONTRACTING POLICIES

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

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

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

1.24 BANKRUPTCY

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or 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 Proposer under federal bankruptcy law or any state insolvency law, may be non-responsive.

1.25 CONFLICTS OF INTEREST

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

1.26 PRE-PROPOSAL CONFERENCE

There is a pre-proposal conference associated with this requirement. Please consult the legal advertisement in this RFP for details. This information session presents an opportunity for proposers to clarify any concerns regarding the RFP requirements. The proposer is cautioned that, although the site visits/Pre-proposal Conference is optional, no modification or any changes will be allowed in the pricing because of the failure of the proposer(s) to have visited the site or to have attended the conference.

If you are planning to attend this conference telephonically, please inform the Contract Administrator and note the information below:

Dedicated dial-in number:	(218) 339-2699
Access code:	677936

1.27 AMENDMENTS TO THE SOLICITATION

The District may revise this RFP at any time, when the District deems it to be in the best interest of the District. If it becomes necessary to revise any part of this RFP, an addendum to the solicitation will be 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.

1.28 EXTENSION OF TIME

If a Proposer needs an extension of time to prepare the Proposal, a request should be forwarded in writing not later than five (5) working days prior to the due date for submittal of Proposals.

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 Proposers will be notified immediately and appropriate addenda will be issued.

1.29 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 RFP 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 RFP 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 PROPOSAL.

1.30 CONTINGENCY FEES

By submission of this 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.

END OF SECTION 1

SECTION 2.0 – SCOPE OF SERVICES

2.1 GENERAL

The architectural team will assign key personnel to service the contract with the construction manager and the construction managers subcontractors as required to meet the capabilities and qualifications defined below. The prime consultant is committed to maintaining availability of team members throughout the rehabilitation/remodel project. Should key personnel become unavailable, qualified replacements will be submitted to the District in writing and may be substituted upon the District's approval.

2.2 CAPABILITIES

The District desires the Consultant teams to have the capability of providing the full spectrum of architectural and engineering services associated with the design, engineering, environmental, construction, parking lot and traffic flow functionality assessment and minor interior renovation of an existing approximate 3,500 square foot office facility. The overall intent of this project is for the design team to work in harmony with the District and the District's Construction Manager to deliver this project under budget. The construction budget is \$280,000.00.

Examples of capabilities required include, but not limited to, the following:

- New built-up roof system with new gutter, downspout, and flashings.
- Some new non-load bearing walls.
- Design of a server room with an access floor, separate cooling system and a fire suppression system. We anticipate using our existing vault for this room.
- Provide new door schedules showing size, type, particular requirements, configuration, hardware set and any additional requirements for doors.
- Provide new room finish schedules.
- Evaluate and make a recommendation as to changing out the existing window system.
- Provide all color selections on a color board and assist the District in color recommendations.
- Provide the design services for a new HVAC system which will include providing energy calculations and specifications for the equipment and materials. Separate the small offices in the shop and install them on their own separate system. Provide a separate system for the new server room. Include all required energy calculations and permit forms.
- Provide electrical and IT design as to accommodate the new server room. Servers will be relocated from the second floor of the shop building. Provide conduit and cable tray as required to facilitate this relocation. Provide a separate sub panel for electric to the server room.
- Coordinate with the District's Safety/Security manager to specify and install all security devices including but not limited to surveillance cameras and magnetic proximity badge access.
- Provide a functionality assessment of the bus/employee/visitor parking lot and the parking lot traffic flow to assure the District is maximizing the existing space available.
- All work must be signed and sealed by architects and engineers as required to provide permit drawings for the City of Lakeland.

- The HVAC and electrical are a major part of this project. Identify your staff and/or consultants who will be providing these design services on this project in Section 3.3.B.3 Staff.
- All Florida product approval sheets and numbers required for permitting must be included.
- Specifications may be notes on the drawings if this format can provide the proper information to the bidders.
- Contract administration will be required to approve pay requests and approve shop drawings and submittals. The District's construction manager will handle the bidding of the project with our subcontractors and vendors in accordance with the District's funding source requirements.

2.3 TASK ORDERS

Project(s) will be authorized by the issuance of written task orders. The task order(s) will pertain to design needs for the renovation of the District property at 1212 George Jenkins Blvd, Lakeland FL 33815. Completed work on a task will be billed at negotiated hourly rates governed by the contract. Consultant teams must provide a written estimate of the man-hours required and corresponding cost for each task order to be considered for the work. Notice to Proceed (NTP) in the form of a purchase order must be issued before work is initiated. Each task order will contain a completion date. Additional task orders may be issued by the District for services needed on the build out of the District property.

2.4 DELIVERABLES

Task order(s) will define the deliverables for the work effort. All drawings must be signed and sealed drawings. All drawings will be provided to the District in both *.pdf and AutoCAD formats. Deliverables shall be accepted by the District Project Manager, in writing, before payment for such work.

END OF SECTION 2

SECTION 3.0 – PROPOSAL SUBMITTAL REQUIREMENTS

3.1 PROPOSAL FORMAT/CONTENT REQUIREMENTS

The following paragraphs detail the instructions and order to be followed in preparing a response to this RFP. The District reserves the right to reject any Proposal as non-responsive if the Proposal fails to include any of the required information in the specified order. Each part of the Proposal should be clearly labeled and tabbed for easy reference. The Proposal shall be submitted in 8 ½” by 11” format with foldouts utilized as necessary.

To aid in timely, effective review of all Proposals, it is required that each respondent closely follow the content requirements provided below. Additional information, such as company brochures and literature, may be included in the submittal but should be provided as attachments to the Proposal, not part of the Proposal text.

The Proposal must address the items listed herein. Failure by a Proposer to respond to a specific requirement may be a basis for elimination from consideration during the comparative evaluation. The District reserves the right to accept or reject any or all Proposals.

Proposals shall be typed. Proposals should be prepared as simply and economically as possible while providing straightforward, concise information of the Proposer’s capabilities to satisfy the requirements of this Request for Proposals. Fancy binding, colored displays, and promotional material, etc. are neither necessary nor desired. Technical literature about the Proposer’s experience and qualifications may be included. The emphasis should be on completeness and clarity of content. In order to expedite the evaluations, it is essential that specifications and instructions contained in this RFP be followed as closely as possible.

3.2 PROPOSAL CONTENT REQUIREMENTS

The Proposal must include the following information:

- A. A cover letter on company letterhead transmitting the Proposal must be submitted and dated and limited to one (1) page. The letter must indicate that the Proposer agrees to be bound by the Proposal without modifications, unless mutually agreed to upon further negotiations between the District and the Proposer. The cover letter shall contain a statement that the Proposal is valid for ninety (90) calendar days.

The cover letter shall also contain the company name, address, and telephone number(s) of an individual(s) with authority to bind the Proposer during the period in which the District is evaluating the Proposals. The cover letter shall also identify the legal status of the Proposer. If the Proposer is a corporation, the cover letter shall identify the state of incorporation. If a consortium, joint venture or team approach is being proposed, provide the above information for all participating entities. A principal of the Proposer shall sign the cover letter or other person fully authorized to act on behalf of the Proposer.

- B. Proposals shall include a “Table of Contents” identifying the page numbers of where to find the various sections included in the Proposal. The table of contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including

the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

1) Project Approach

Proposers shall outline in detail their project approach for the current known projects as listed in Section 2.0 Scope of Work

2) Experience

This portion of the proposal should demonstrate the extent to which the offeror is qualified to perform the scope of work outlined in this RFP.

Identify the projects which are similar in nature and best illustrate the experience of the firm and current staff and/or subcontractors current staff. Note that government experience is of importance. (List no more than five (5) projects completed with the last ten (10) years)

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.

3) Staff

Identify project related capability of in-house staff and subcontractors proposed to provide design services on this project. Indicate the adequate depth and abilities of the organization that the District can draw upon as needed.

Give a brief resume of key persons to be assigned to the project including, but not limited to:

- a) Name and title
- b) How many years with this firm
- c) How many years with other firms
- d) Experience:
 - 1) Types of projects
 - 2) Size of projects
 - 3) What were the specific project involvements

3.3 INSTRUCTIONS FOR SUBMITTING PROPOSALS

A. Submittal address - Mail or deliver proposals to:

1) Submittal address - Mail or deliver proposals to:

Cathy Zickefoose, Contracts Specialist
Lakeland Area Mass Transit District
Shipping and Receiving
1212 George Jenkins Blvd.
Lakeland, FL 33815

Proposals shall be enclosed in sealed envelopes or sealed cartons that should include the following on the address label (use address label on page four (4) of this solicitation):

1. RFP #
2. RFP Title
3. Proposal due date/time
4. Offeror(s) name, address

B. Final Submission: Due Date and Required Copies

Proposals must be submitted with one (1) original and six (6) copies to be received by the District as listed above not later than **2:00 PM local time on November 22, 2010**. Proposals received after this deadline will be deemed as non-responsive and will receive no further consideration.

3.4 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.

	Form A- No proposal form (Submit ONLY if NOT submitting a proposal)
X	Form A-1 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
X	Form I- Buy America Act Certification
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

END OF SECTION 3

4.0 – SELECTION PROCESS

4.1 GENERAL INFORMATION

All requirements in this RFP must be satisfied in order to ensure that a Proposal will qualify for consideration. The District and the Source Evaluation Committee (SEC) members will follow the District’s Policy and Procedures Manual, as may be amended from time to time. The SEC may be comprised of qualified the District staff, the District board member(s), and other entities’ personnel as determined by the District. The District shall make public notice of any and all meetings of the SEC. The selection process will utilize the "Evaluation Criteria" set forth below and in accordance with applicable the District policies and procedures.

4.2 EVALUATION CRITERIA

All requirements in the RFP must be satisfied in order to ensure that a Proposal will qualify for consideration. The District’s Source Evaluation Committee (SEC) members will follow the District’s Policy and Procedures Manual, as may be amended from time to time. The SEC may be comprised of qualified the District staff, the District’s board member(s), and others entities’ personnel as determined by the District. The District shall make public notice of any and all meetings of the SEC. The selection process will utilize the “Evaluation Criteria” set forth below and in accordance with applicable District’s policies and procedures.

<u>Criteria</u>	<u>Points</u>
1. Expertise, experience and qualifications of the assigned engineering team and other key personnel, including experience, education, training and professional credentials	50
2. Plan to respond to requests for services and ability to complete work in a timely manner throughout the project	30
3. Experience with Florida Government entities, past performance and experience	10
4. References (minimum of three – subject to verification by the District as deemed necessary)	10

4.3 ADDITIONAL INFORMATION

- The District may enter into a second-tier evaluation, providing the top qualified offerors to submit additional information and may involve an oral presentation. Oral presentations, when required shall be scheduled and open by public notice posting.
- Request proposal clarification.
- Process the selection of the successful proposer without further discussion
- Accept or reject qualifications or proposals in part or in whole.
- Waive any irregularity in any proposal, or reject any or all submittals, should it be deemed in the best interest of the District to do so.
- The District shall be the sole judge of proposers' qualifications.

4.4 ORAL PRESENTATIONS

Upon completion of the criteria evaluation, rating and ranking, the SEC may conduct discussions with the most qualified firms regarding their qualifications, approach to the project and ability to furnish the required services. To officially announce these Oral Interviews, a Public Notice will be issued by the District specifying the date, time and place of the open meeting of the designated SEC to conduct these Oral Interviews with only the proposer's so selected. Additionally, each selected Proposer will be advised, in writing, of any required Documents they might require of the firm 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". When all Oral Interviews are completed, the voting members of the SEC may have discussion on the merits of each proposer's interview. At the conclusion of this discussion the members shall finalize their choices, 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.

4.5 RIGHT OF REJECTION

- a. The District reserves the right to, at any time, and in the District's sole discretion, reject any or all Proposals; waive any informality in such Proposals; to request new Proposals; to revise the RFP; extend the submission date of Proposals; withdraw the RFP; 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 RFP, if any, shall be made by written addendum.
- b. The receipt of Proposals shall NOT in any way obligate the District to enter into a consultant agreement or contract of any kind with any Proposer.
- 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.

4.6 FEE NEGOTIATION

Following evaluation, the District may enter into fee negotiation with the Proposer deemed by the District to be in the best interest of the District.

4.7 CONTRACT AWARD

Any negotiated contract, as a result of the Solicitation, will be submitted to the District's Board or designee for award. **All Proposers will be notified in writing when the District makes an award recommendation.** The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the District to be in the best interests of the District. The District's decision to make the award, which proposal is in the best interests of the District shall be final.

4.8 RIGHTS OF PROTEST

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in District's Policy Manual.

END OF SECTION 4.0

SECTION 5.0 – GENERAL TERMS AND CONDITIONS

5.1 CONTRACTUAL PROVISIONS

THE SUCCESSFUL PROPOSER SHALL COMPLY WITH THE CONTRACT PROVISIONS SET FORTH IN THE MOST RECENT LAKELAND AREA MASS TRANSIT DISTRICT “GENERAL PROVISIONS DOCUMENT”, 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 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.

5.2 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.

END OF SECTION 5.0

FORM A – NO PROPOSAL FORM

** Please complete this form if you are **NOT** submitting a proposal.

RFP # _____

Title: _____

Statement of No Proposal Form

If submitting this form, the vendor shall return this form to the District's Purchasing and Contracts Manager, P.O. Box 1687, Lakeland FL 33802 or via e-mail: czickefoose@ridecitrus.com.

We have declined to bid/propose on the above mentioned solicitation for the following reasons:

- Specifications too "restrictive"
- No longer offer this product/service.
- Unable to meet specifications.
- Specifications are unclear.
- Insufficient time to respond to this solicitation.
- Our schedule would not permit us to perform.
- Unable to meet bonding/and or insurance requirements.
- Other (please specify).

Explanations regarding above: _____

Firm Name

Telephone and email address

Date

Respondent (point of contact) Name

END OF FORM A

FORM A-1: COVER PAGE FOR PROPOSAL

PROPOSER'S NAME (Name of firm, entity or organization):		
FEDERAL EMPLOYER IDENTIFICATION NUMBER:		
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:		
Name: _____ Title: _____		
MAILING ADDRESS:		
Street Address: _____		
City, State, Zip: _____		
TELEPHONE:	FAX:	E-MAIL ADDRESS:
() _____	() _____	_____
PROPOSER'S ORGANIZATIONAL STRUCTURE:		
___ Corporation ___ Partnership ___ Proprietorship ___ Joint Venture		
___ Other (Explain): _____		
IF CORPORATION,		
Date Incorporated/Organized: _____ State Incorporated/Organized: _____		
States registered in as foreign corporation: _____		
PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:		
LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:		
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.		
<input type="checkbox"/> Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.		

PROPOSER'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-1

FORM B – BUSINESS INFORMATION

BUSINESS INFORMATION

B.01 TYPE OF BUSINESS:

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

- An individual
- A partnership
- A sole proprietorship
- A corporation
- Another entity

If incorporated, incorporated under the laws of the State of: _____.

B.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

- Is
- Is not

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

B.03 CONTINGENT FEE

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

- Has
- Has not

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

- Has
- Has not

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

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

B.04 INTEREST OF PUBLIC OFFICIALS

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

B.05 COVENANT AGAINST GRATUITIES

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

B.06 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

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

- Has**
- Has not**

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

B.07 AFFIRMATIVE ACTION COMPLIANCE

A. The Proposer represents as part of its offer that it has a workforce of _____ (# of employees): It (Mark one with an "X"):

- Has developed and has on file**
- Has not developed and does not have on file**

B. At each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or it (Mark one with an "X"):

- Has**
- Has not**

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

B.08 PARENT COMPANY AND IDENTIFYING DATA

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

- Is**
- Is not**

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

determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

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

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

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.

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.12 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.13 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 the District (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 the District 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” after “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: RFP # _____, 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 any one 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 Name and Title

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known ____ OR produced identification _____. Identification type: _____

Notary Public: State of _____ County of _____.

Printed, typed, or stamped commissioned name of notary public

My commission expires _____.

END OF FORM D

FORM E - ELIGIBLE CONTRACTOR CERTIFICATE

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

- A. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- B. No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

Submitted (DATE): _____

Signature: _____

Title: _____

Date: _____

Address: _____

City, State, & Zip: _____

Telephone: _____

END OF FORM E

FORM F – AFFIDAVIT OF NON COLLUSION

STATE OF _____

COUNTY OF _____

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

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

Signed

Firm Name

Proposer's 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 a 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 – THE FORM NEXT PAGE IS FOR YOUR REFERENCE CONCERNING POSSIBLE FUTURE FILINGS, IF REQUIRED.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input 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	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, <i>if known</i> : ^{4c}	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> :	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. 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 reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

FORM I – BUY AMERICA CERTIFICATION

This procurement is subject to the Federal Transit Administration (FTA) Buy America requirements in 49 CFR 661. As a condition of responsiveness, the proposer must submit with his/her proposal a completed Certificate of Compliance with 49 USC 5323(j)(2)(C) and the regulations at 49 CFR Part 661, **or** a Certificate of Non-Compliance with 49 USC 5323(j)(2)(C) and the regulations at 49 CFR Part 661. The required certifications are included below. **Proposer shall complete only one of the certifications - whichever is applicable.**

CERTIFICATE OF COMPLIANCE WITH 49 USC 5323(j)(2)(C)

The proposer or offeror hereby certifies that it will comply with the requirements of 49 USC 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

CERTIFICATE OF NON-COMPLIANCE WITH 49 USC 5323(j)(2)(C)

The proposer or offeror hereby certifies that it cannot comply with the requirements of 49 USC 5323(j)(2)(C), but may qualify for an exception pursuant to 49 USC 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7. **You must include documentation with your submission concerning what exceptions you qualify for, how you qualify for them according to Federal laws and regulations, and an FTA determination for your company regarding this exception.**

Date _____

Signature _____

Company Name _____

Title _____

END OF FORM I

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.

5. 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 RFP.

_____ 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

AUTHORIZED SIGNATURE

OFFICER TITLE

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

Address

Title

Date

END OF FORM L

FORM M: PROPOSER - QUALIFICATION QUESTIONNAIRE

PART A: ENGINEERING EXPERIENCE AND PERFORMANCE

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

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

Project Company name: _____

Project Manager: _____

Location (incl. city, state, zip): _____

Telephone: _____

Number of years in business: _____

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

Nature of your firm's responsibility on the project: _____

Date project was completed or is anticipated to be completed:_____

Was the project completed on-time: yes_____ no_____

Key professions involved on this project:

Responsibility:

Key Professional Name:

PART B: ABOUT YOUR FIRM

- 1. Address of your firm: _____
- 2. Number of full-time employees your firm employs: _____
- 3. Date your firm was created (if it has changed ownership, please describe the nature of the merger and acquisition and date thereof): _____
- 4. List any professional licenses, permits, commercial certifications, and qualifications your firm possesses.

Type:	State Agency or Organization 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. _____

FORM N - Trade Secret/Confidential/Proprietary Information Requests

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

Check ONE:

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

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

<p>Request No.1 – Proposal Page _____, Section Number _____. Citing Florida Statute Number: _____</p> <p>Explanation:</p> <hr/> <hr/> <hr/>

<p>Request No.2 – Proposal Page _____, Section Number _____. Citing Florida Statute Number: _____</p> <p>Explanation:</p> <hr/> <hr/> <hr/>

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

LAKELAND AREA MASS TRANSIT DISTRICT

CONTRACT # 11-001

for

ARCHITECTURAL SERVICES FOR ARCHITECTURAL SERVICES FOR 1212 GEORGE JENKINS RENOVATION

THIS AGREEMENT (hereinafter, the "**Contract**") is made as of the _____ day of _____ 2010 (the "**Effective Date**") by and between:

THE LAKELAND AREA MASS TRANSIT DISTRICT (hereinafter referred to as the "**District**"), an independent special taxing district in Polk County, Florida, whose street address is 1248 George Jenkins Blvd., Building A, Lakeland, Florida 33815.

and

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

W I T N E S S E T H:

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

WHEREAS, the District desires to obtain goods and/or services (collectively, the "Services"), according to the requirements in the Request for Proposal #11-001 (hereinafter referred to as the "Solicitation") and as further described herein; and

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

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

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

WHEREAS, the Contractor desires to render the Services and meet the obligations set forth in the Solicitation, the Response, and the Scope of Services and upon the terms and conditions set forth in the Contract Documents, as defined herein.

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

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

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

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

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

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

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

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

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

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

Task-order contract

The contract will be on a Requirements basis.

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

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

6. **TERM.**

(a) **Term.** Subject to the further provisions set forth in this paragraph, the term of this Contract shall be until completion of the remodel/renovation of the District's property at 1212 George Jenkins Blvd, Lakeland FL as outlined in the Scope of Services.

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

7. **PAYMENT.**

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

(b) **Maximum Contract Amount.** In any event, the total amount to be paid by the District pursuant to any this Contract for the Services shall not exceed \$25,000.00 (hereinafter referred to as the "Not to Exceed Amount") without the further written agreement of the District.

(c) **Procedure for Invoicing.** Invoicing for services must be rendered in accordance with the District Purchasing Policies and the Florida Prompt Payment statute, posted on the District's web site, on a monthly basis, or as otherwise provided in the Contract Documents. The invoice must be sent to: Accounts Payable, P.O. Box 1687, Lakeland FL 33802.

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

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

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

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

8. CONTRACTOR'S OBLIGATIONS.

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

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

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

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

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

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

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

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

(h) The Contractor shall be required to obtain and maintain during the term of the Contract at its sole expense, any and all insurance required under the Contract Documents or as may be otherwise reasonably required by the District and, to show the District as an insured under said insurance and to furnish appropriate certificates to the District. The required insurances are stated in the solicitation document, FORM K. "Lakeland Area Mass Transit District" will be named as additional insured.

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

(j) Should either party to the Contract suffer injury or damage to person or property because of any act or

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

9. NON-DISCRIMINATION/CIVIL RIGHTS REQUIREMENTS.

The following requirements apply to the underlying contract:

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

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

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

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

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

- A) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- C) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 39;
- D) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 36;
- E) DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- F) General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 C.F.R. Part 101-10;
- G) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- H) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises

Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

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

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

10. TERMINATION. Default by Contractor.

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

(b) Termination by the District for Convenience.

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

(c) **Default by the District.** In the event the District is in default under this Contract, the Contractor shall first provide written notice to the District of said condition alleged by the Contractor to be a default, and

the District shall have a reasonable period of time, not to exceed sixty days, within which to cure said default. During said period, the Contractor shall continue to provide the services to the District.

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

11. DISPUTE RESOLUTION. Providing there is no conflict with Part 49 of Title 48 of the Federal Acquisition Regulations (48 C.F.R. 49), the District may elect to refer any and all disagreements, disputes, controversies or claims with the Contractor ("**Legal Dispute(s)**") to the American Arbitration Association ("**AAA**") provided, however, that nothing in this paragraph shall in any way limit the right of the District to terminate this Agreement under paragraph 10 hereof. On filing for such arbitration, the District shall appoint one arbitrator, the Contractor shall appoint a second arbitrator, and AAA shall appoint a third arbitrator. Once a claim in arbitration has been filed, the parties shall have sixty (60) days to conduct discovery pursuant to the discovery rules of the United States District Court for the Middle District of Florida, Tampa Division, and the parties agree that the arbitrators shall enforce such discovery rules in a manner in which such rules would be enforced in such court and that the mandatory disclosures under Rule 26 of the Federal Rules of Civil Procedure shall apply. Once such sixty (60) day discovery period has ended, each of the parties shall have an additional fifteen (15) days to file a written brief which shall not exceed fifty (50) pages and which shall support such party's position in the Legal Dispute. The arbitrators shall then render a binding decision regarding the Legal Dispute based on such written briefs. Notwithstanding the foregoing, either party may seek appropriate injunctive relief from any court of appropriate jurisdiction for any threatened or actual breach, which may cause immediate and irreparable harm. The parties hereby consent and agree that any action, suit or proceeding arising in connection with any Legal Dispute relating to this Contract shall be brought only in the exclusive jurisdiction of 10th Judicial Circuit of the State of Florida or the United States District Court for the Middle District of Florida, Tampa Division; provided, however, that any Legal Dispute arising out of this Contract shall first be subject to the District's option to refer such Legal Dispute to the AAA as provided in this paragraph 11.

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

The Contractor's primary point of contact for daily operations, or project manager, regarding the Services pursuant to this Contract is:
John Duryee, Project Specialist-Facilities
Lakeland Area Mass Transit District
PO Box 1687
Lakeland, FL 33802
Phone: (863) 327-1317
e-mail: jduryee@ridecitrus.com

(a) The District reserves the right to require the Contractor to assign a new staff member to manage the project at the District's sole discretion, should progress completing performance under this contract become unsatisfactory.

The Contractor's primary point of contact for legal notice and authority to modify or act under this Contract, is:

Cathy Zickefoose, Contracts Specialist
Lakeland Area Mass Transit District
PO Box 1687
Lakeland, FL 33802
Phone: (863) 688-7433 ext. 159
e-mail: czickefoose@ridecitrus.com

(b) The Contractor may appoint other individuals upon written notice to, and approval by, the District. The Contractor shall provide written notice to the District promptly with respect to any changes to the aforesaid contact information.

(c) As of the date hereof, the District designates Manager of Purchasing and Contracts (the "Contracting Officer"), (863) 688-7433 ext. 126, P.O. Box 1687, Lakeland FL 33802, as the primary point of contact for issues pertaining to contractual changes, modifications and overall Contractor performance.

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

13. MISCELLANEOUS.

(a) **Captions and Headings.** The captions and headings provided herein are for convenience of

reference only and are not intended to be used in construing the terms and provisions hereof.

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

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

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

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

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

(g) **Survival and Severability.** Should any provision of this Contract be determined to be illegal or in conflict with any laws of the State of Florida or the

Federal government, the validity of the remaining provisions shall not be impaired.

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

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

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

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

17. **ACCESS TO RECORDS AND REPORTS.** In accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the District, the Federal Transit Administration (FTA) Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or the FTA Administrator's authorized representatives including any PMO Contractor access to Contractor's records and construction sites (if any) pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. In accordance with 49 CFR 18.39(i)(11), the Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than fifteen years because the Contract involves the performance of capital improvements, after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from

the performance of this contract, in which case Contractor agrees to maintain same until the District, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

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

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

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

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

and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

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

22. SUSPENSION AND DEBARMENT

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

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

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

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

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

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

25. NO OBLIGATION BY THE FEDERAL GOVERNMENT.

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

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

26. DISADVANTAGED BUSINESS ENTERPRISES.

a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 2%. A separate contract has not been established for this procurement.

b) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the

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

c) The Contractor is required to report its DBE participation obtained through race-neutral means throughout the period of performance, if it has obtained DBE subcontractors for the Services under this Contract.

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

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

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

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

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

30. **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. Nothing contained in this RFP or 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, JUDGEMENTS, FINES, SETTLEMENTS OR OTHER AMOUNTS ARISING FROM THIS RFP 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 PROPOSAL.

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

Lakeland Area Mass Transit District

[firm]

By: _____

By: _____

Name: Danny Ours
Title: Executive Director

Title: _____

Date: _____

Date: _____

Approved as to form and correctness:

By: _____
Name: Ben Darby
Title: District General Counsel

Date: _____

[Exhibits Follow Next Page]

For Informational Purposes Only

Exhibit "A"

SCOPE OF SERVICES

Section 1. INTRODUCTION

The scope of services described in this section ("Scope of Services") is a general guide and is not intended to be a complete list of all work and materials necessary to complete the project or supply services. The Scope of Services contains work tasks believed necessary for the Architectural Services needed for the District property location at 1212 George Jenkins Blvd, Lakeland, FL 33815, that meets the District needs.

Section 2. GENERAL REQUIREMENTS

2.1 GENERAL

The architectural team will assign key personnel to service the contract with the construction manager and the construction managers subcontractors as required to meet the capabilities and qualifications defined below. The prime consultant is committed to maintaining availability of team members throughout the rehabilitation/remodel project. Should key personnel become unavailable, qualified replacements will be submitted to the District in writing and may be substituted upon the District's approval.

2.2 CAPABILITIES

The District desires the Consultant teams to have the capability of providing the full spectrum of architectural and engineering services associated with the design, engineering, environmental, construction and minor interior renovation of an existing approximate 3,500 square foot office facility. The overall intent of this project is for the design team to work in harmony with the District and the District's Construction Manager to deliver this project under budget. The construction budget is \$280,000.00.

Examples of capabilities required include, but not limited to, the following:

- New built-up roof system with new gutter, downspout, and flashings.
- Some new non-load bearing walls.
- Design of a server room with an access floor, separate cooling system and a fire suppression system. We anticipate using our existing vault for this room.
- Provide new door schedules showing size, type, particular requirements, configuration, hardware set and any additional requirements for doors.
- Provide new room finish schedules.
- Evaluate and make a recommendation as to changing out the existing window system.
- Provide all color selections on a color board and assist the District in color recommendations.
- Provide the design services for a new HVAC system which will include providing energy calculations and specifications for the equipment and materials. Separate the small offices in the shop and install them on their own separate system. Provide a separate system for the new server room. Include all required energy calculations and permit forms.
- Provide electrical and IT design as to accommodate the new server room. Servers will be relocated from the second floor of the shop building. Provide conduit and cable tray as required to facilitate this relocation. Provide a separate sub panel for electric to the server room.
- Coordinate with the District's Safety/Security manager to specify and install all security devices including but not limited to surveillance cameras and magnetic proximity badge access.
- Provide a functionality assessment of the bus/employee/visitor parking lot and the parking lot traffic flow to assure the District is maximizing the existing space available.

- All work must be signed and sealed by architects and engineers as required to provide permit drawings for the City of Lakeland.
- As the HVAC and electrical are a major part of this project, please identify your consultants who will be providing these design services on this project.
- All Florida product approval sheets and numbers required for permitting must be included.
- Specifications may be notes on the drawings if this format can provide the proper information to the bidders.
- Contract administration will be required to approve pay requests and approve shop drawings and submittals. The District's construction manager will handle the bidding of the project with our subcontractors and vendors in accordance with the District's funding source requirements.

2.3 TASK ORDERS

Project(s) will be authorized by the issuance of written task orders. The task order(s) will pertain to design needs for the renovation of the District property at 1212 George Jenkins Blvd, Lakeland FL 33815. Completed work on a task will be billed at negotiated hourly rates governed by the contract. Consultant teams must provide a written estimate of the man-hours required and corresponding cost for each task order to be considered for the work. Notice to Proceed (NTP) in the form of a purchase order must be issued before work is initiated. Each task order will contain a completion date. Additional task orders may be issued by the District for services needed on the build out of the District property.

2.4 DELIVERABLES

Task order(s) will define the deliverables for the work effort. All drawings must be signed and sealed drawings. All drawings will be provided to the District in both *.pdf and AutoCAD formats. Deliverables shall be accepted by the District Project Manager, in writing, before payment for such work.