



LAKELAND AREA MASS TRANSIT DISTRICT

REQUEST FOR PROPOSAL (RFP)

RFP#10-002/CZ

Lubricant Management and Supply

Important Instructions.

ONE: Did you register with LAMTD 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. LAMTD 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) 688-7433 Ext.159
Fax: (863) 688-4132
E-mail: czickefoose@ridecitrus.com

TABLE OF CONTENTS
RFP #10-002
Lubricant Management and Supply

INTRODUCTION 6

1.0 DEFINITIONS 6

1.1 GENERAL 6

SCOPE OF SERVICES 8

2.0 GENERAL 8

2.1 SPECIFICATIONS 8

2.2 DELIVERY/SECURITY 8

2.3 SUBCONTRACTING 9

2.4 EMPLOYEE BONDING 9

2.5 EMERGENCIES 9

2.6 TRANSITION PERIOD 9

2.7 CELLULAR PHONES AND ELECTRONIC DEVICES 9

PROPOSAL SUBMITTAL REQUIREMENTS 10

3.0 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS 10

A. Submittal address - Mail or deliver proposals to: 10

B. Final Submission: Due Date and Required Copies 10

3.01. PROPOSAL FORMAT/CONTENT REQUIREMENTS 10

3.02. PRICING 12

3.03. MATERIAL SAFETY DATA SHEETS 12

3.04. DBE PARTICIPATION 12

3.05. TERM OF CONTRACT 13

3.06. CONFLICTS OF INTEREST 13

3.07. PRE-PROPOSAL CONFERENCE 13

3.08. CONTRACT BETWEEN PROPOSER AND LAMTD 13

3.09. AMENDMENTS TO THE SOLICITATION 14

3.10. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS 14

3.11. EXTENSION OF TIME 14

3.12. NO WAIVER OF SOVEREIGN IMMUNITY 14

3.13. CONTINGENCY FEES 14

4.0 SELECTION PROCESS 15

4.01. GENERAL INFORMATION 15

4.02. EVALUATION CRITERIA 15

4.03. RIGHT OF REJECTION 17

5.0 PUBLIC ENTITY CRIME INFORMATION STATEMENT 18

6.0 PROTEST PROCEDURES 18

7.0 CONTRACTUAL PROVISIONS..... 18

FORM A: NO PROPOSAL FORM..... 20

FORM A-1: COVER PAGE FOR PROPOSAL 21

FORM B: BUSINESS INFORMATION 23

FORM C: DISPUTES DISCLOSURE 29

FORM D: CONFLICT OF INTEREST AFFIDAVIT 30

FORM E: ELIGIBLE CONTRACTOR CERTIFICATE..... 31

FORM F: AFFIDAVIT OF NON COLLUSION..... 32

FORM G: DRUG FREE WORKPLACE CERTIFICATION..... 33

FORM H: CERTIFICATION OF RESTRICTIONS ON LOBBYING 34

FORM I: BUY AMERICA CERTIFICATION..... 37

FORM J: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION 38

FORM K: STATEMENT OF INSURANCE COMPLIANCE 42

FORM L: EQUAL EMPLOYMENT OPPORTUNITY STATEMENT OF CERTIFICATION 45

FORM M: PROPOSER AND SUBCONTRACTOR - QUALIFICATION QUESTIONNAIRE 47

FORM N: TRADE SECRET/CONFIDENTIAL/PROPRIETARY INFORMATION REQUESTS..... 51

FORM O: COST AND PRICE SUMMARY 53

ATTACHMENT 1.....Page 1-13

LEGAL NOTICE
LAKELAND AREA MASS TRANSIT DISTRICT
Lubricant Management and Supply
Request for Proposal # 10-002

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

Scope of Work: The District is seeking proposals from qualified firms interested in the providing Lubricant Management and Supplies which will enhance the District's mission of providing a comprehensive transportation system at various locations within the District's service area in the State of Florida, Polk County. The term of this contract is anticipated to be 5 years for the goods and services as described in the District's RFP #10-002.

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 February 12, 2010. Proposals received after such time will be returned unopened.

Ordering Instructions: A copy of the subject RFP may be obtained free of charge from Cathy Zickefoose, Contracts Specialist, by telephoning (863) 688-7433 ext. 159, or via E-mail to czickefoose@ridecitrus.com. This RFP may also be obtained from the District's website at www.ridecitrus.com (go to "contracting", then "current bid postings"), through www.demandstar.com.

Pre-Proposal Conference: A non-mandatory pre-proposal meeting will be held at 2:00 p.m. local time on February 4, 2010, at 1248 George Jenkins Blvd. Those in attendance must sign in at the reception lobby at the administrative office building at 1248 George Jenkins Blvd., 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's DBE Program goal is 10.46% 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

PROPOSAL SCHEDULE

**RFP #10-002
Lubricant Management and Supply**

ISSUANCE OF RFP	DATE: 1/28/2010
PRE-PROPOSAL CONFERENCE and SITE VISIT	DATE: 2/4/2010
WRITTEN QUESTIONS DUE	DATE: 2/8/2010
DUE DATE FOR PROPOSALS	DATE: 2/12/2010
SOURCE EVALUATION COMMITTEE MEETING	DATE: 2/15/2010
SOURCE EVALUATION COMMITTEE MEETING (Oral Presentations – if required)	DATE: 2/18/2010
BOARD APPROVAL	DATE: TBD
CONTRACT AWARD	DATE: TBD
NOTICE TO PROCEED	DATE: TBD

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

INTRODUCTION

1.0 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 Policy Manual, who is responsible for the administration of the Contract and any changes that subsequently occur.

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

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 #10-002, Lubricant Management and Supply.

Proposer: Person, Offeror, 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.

1.1 GENERAL

The District is requesting proposals from firms interested and capable of providing quality, efficient and cost effective supply of various lubricants and management of the "Keep-Full" program 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 and the Proposer's proposal shall be binding on the Proposer as if submitted without exception. The District reserves the right to request and evaluate additional information from any respondent after the submission deadline as the District deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the District's contact person for this Solicitation, prior to the proposal due date or upon the expiration of 60 calendar days after the opening of proposals.

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

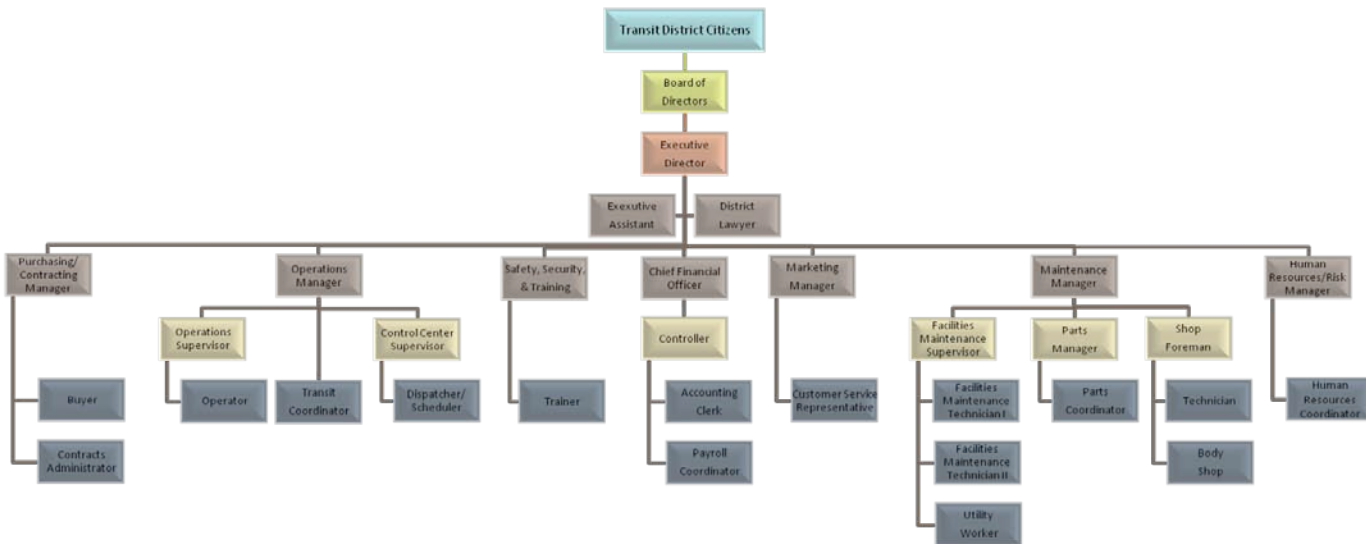
"Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the District in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the District in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the District shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

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 found non-responsive.

LAMTD – the business name for the “Lakeland Area Mass Transit District” has provided public transportation to the Polk County area since 1982. The District 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>.

Agency Organizational Chart:



END OF SECTION 1

SCOPE OF SERVICES

2.0 GENERAL

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 goods or services. The Scope of Services contains work tasks believed necessary for firms interested in and capable of the providing of lubricants and the management of a "Keep-Full" Program (Program) that meets the District's needs. The fleet of the District consists of buses, paratransit vehicles, service trucks and automobiles.

The selected Contractor shall provide a variety of lubricants including, but not limited to:

- 1) Automatic Transmission Fluid
- 2) Synthetic Automatic Transmission Fluid
- 3) Synthetic Blend Diesel Engine Motor Oil
- 4) Synthetic Blend Gasoline Engine Motor Oil and
- 5) Universal Gear Oil

The District will not accept Like Kind and Quality (LKQ) lubricants and fluids.

Additionally, the selected Contractor shall prove and manage a "Keep-Full" program that successfully tracks, predicts, and fills the lubricants needs of the District.

2.1 SPECIFICATIONS

A. Lubricants

The selected Contractor shall provide only those lubricants that are specified by the Original Equipment Manufacturer (OEM). The engine types utilized by the District are listed below, only the approved products associated with the noted engines shall be provided by the selected Contractor. The selected Contractor shall verify with the manufacturer the approved lubricants and fluid types. Any variation or changes to the approved lists shall be provided to the District for review.

The selected Contractor shall provide storage tanks for the requested lubricants and fluids at the designated District facilities. The installed tanks shall be in compliance with Department of Environmental Protection (DEP) and local fire regulations.

- 1) Allison Transmissions – product must be listed by Allison TES – 295 Approved Fluids.
- 2) Voith Transmissions – product must be listed by Voith List of Lubricants H55.633636.
- 3) Detroit Diesel 40 & 50 Series, with and without EGR DDC Power Guard 93K214 Approved Oils List.
- 4) Cummins Engine ISM 280 with EGR. API 15W40. Must meet or exceed API Service CJ-4.

The Universal Gear Oil shall be 85W-140 and the Synthetic Blend Gasoline Engine Motor Oil must meet either SAE or API 10W30.

Service change intervals for diesel engines are mandated by Federal Transit Agency (FTA) regulations at 6,000 miles. The District will accept all synthetic blend products meeting the 6,000 mile service change interval, if the products are approved by the engine manufacturers.

B. Keep-Full Program

The District considers the Program to be essential to any contract resulting from this RFP. The selected Contractor shall provide a system that successfully predicts the District's needs for lubricants while monitoring and tracking the usage of the District. The selected Contractor shall deliver and fill tanks with the required products at the District facilities as determined by the system. The program provided by the selected Contractor that monitors and tracks the usage of lubricants and fluids shall be able to be visually inspected and verified by the District staff.

2.2 DELIVERY/SECURITY

The selected Contractor shall deliver the required lubricants and fluids in various formats: bulk deliveries upon request of the District or as determined by the tracking program, 55 gallon drums, or a mixture of quarts and gallons. The products

and services shall be delivered to: The District's Maintenance Facility, 1110 George Jenkins Blvd. Lakeland, FL 33815-1354. FOB Destination Delivery Point.

The selected Contractor shall follow the security requirements of the District regarding access to the District's facilities. The selected Contractor shall provide the District's Project Manager the names of all personnel that will be accessing the facility. These names may be provided at the Kick-Off Meeting. All deliveries shall be made to the District in vehicles clearly marked with the name of the supplier.

2.3 SUBCONTRACTING

The Contractor shall bear sole responsibility for its subcontractor(s). In the event that the Contractor intends to subcontract any part of its work under the contract to another firm(s), not approved at the time of contract award, the Contractor shall request prior approval to subcontract from the District. The Contractor may be required to verify the competency of its subcontractor(s). The District reserves the right to request any evidence of the subcontractor(s)'s qualifications as it deems necessary. The District may consider any evidence available, or lack thereof, of the financial, technical qualifications, past performance and abilities of the subcontractor(s) in determining approval of the contractor to utilize its subcontractor(s). The Contractor must receive written consent from the District prior to the subcontractor(s) performing any work.

2.4 EMPLOYEE BONDING

Not Applicable

2.5 EMERGENCIES

The District provides service to the public in the event of a natural disaster or weather emergency. The District is obligated to assist in transportation during these events as prescribed by the City of Lakeland and Polk County emergency management officials. As such, the selected Contractor shall ensure that the District receives deliveries of required lubricants and fluids during any event of a natural disaster or weather emergency. A natural disaster or weather emergency is as described in the District's disaster preparedness manual.

2.6 TRANSITION PERIOD

The Contractor will have a maximum of thirty (30) days from the issuance of the Notice To Proceed to be fully transitioned into all of the facilities. The District's Project Manager will coordinate the Contractor's activities with those of the current Contractor to ensure an orderly transition. At the conclusion of the contract which includes any possible options to renew, the Contractor will coordinate his/her activities with any new Contractor to insure an orderly transition.

2.7 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 to include piece 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 2.0

PROPOSAL SUBMITTAL REQUIREMENTS

3.0 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS

A. 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:

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 four (4) copies to be received by THE DISTRICT as listed above not later than **2:00 PM local time on February 12, 2010**. Proposals received after this deadline will be deemed as non-responsive and will receive no further consideration.

3.01. 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 format 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.

1. A cover letter 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 sixty (60) calendar days.

The cover letter shall also contain the company name, address, and telephone number(s) and name, title, address, and telephone number(s) of an individual(s) with authority to bind the Proposer during the period

in which the District is evaluating 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.

2. Proposals shall include a "Table of Contents" identifying the page numbers of where to find the various sections included in the Proposal. Other documents to be included in your proposal include:

- a) Technical Information

1. Proposers shall describe the methodology in performing the services described in the Scope of Services (see Section 2). Proposers shall identify the risk associated in providing the services requested in Section 2. Proposers shall discuss how their plan and methodology addresses and reduces the noted risks. This discussion shall describe specific policies, plans, procedures or techniques to be used in providing the services to be performed.
2. Proposers shall discuss what elements are included in the proposed Keep-Full program and the functions and benefits of these elements to the District. This discussion shall also address the timeframe to deliver and set-up tanks and storage containers
3. Proposers shall describe how they will ensure that only OEM approved lubricants are delivered to the District, and that the lubricants arrive in a timely manner. Proposals shall include proposed product specification sheets.

- b) Proposer's Experience and Past Performance

1. Describe the Proposer's past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served. Proposers must specifically identify the number of years that they have provided a Keep-Full program.
2. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past five years. The description should identify for each project: (i) the client, (ii) description of work, (iii) total dollar value of the contract, (iv) contract duration, (v) customer contact person and phone number for reference, (vi) statement or notation of whether Proposer is/was the prime contractor or subcontractor or subconsultant, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities and any work previously for the LAMTD or Polk County. The District reserves the right to contact clients as references.
3. The District may consider any evidence available regarding the financial, technical, or other qualifications and abilities of the Proposer, including past performance and the Proposer's record of satisfactorily completing similar projects for any governmental or private entity in determining competency for award consideration.

- c) Key Personnel and Subcontractors Performing Services

1. Provide an organization chart showing all individuals, including their titles, to be assigned to this project, discuss the responsibilities of those personnel. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants.

2. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key individuals, including those of subcontractors or subconsultants, who will be assigned to this project. This information shall include the functions to be performed by the key individuals. Key personnel include all partners, managers, seniors and other professional staff that will perform work and/or services in this project.

d) Cost of Services

1. Each Proposer must complete and submit the Fee Schedule included herein as Form O. The hourly fees shall include ALL costs associated with performance of the contract including travel and out-of-pocket expenses. The District reserves the right to negotiate a best and final fee offer from the selected firm(s). By submitting a response to this solicitation, you agree that by federal regulation we cannot advance any funds, deposits, or pay any fees for which performance has not been rendered, unless adequate security in the form of bonds, the Contractor's property, or title thereto, is obtained by the District. In lieu of these exceptions, invoices shall therefore be submitted to The District on a "fee for service" basis.

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 (see appendix Forms). 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. LAMTD 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.

3.02. PRICING

Unit Prices of listed fluid from Form O: Cost and Price Summary shall be held firm for the first one hundred twenty (120) days of the contract. The District will allow for price adjustments (decrease or increase) at quarterly intervals after the date of the award for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI)US City Average, transportation index for Motor oil, coolant and fluids for all Urban Consumers, Not Seasonally adjusted (series ID#CUUR00005547021), and may not exceed 8% increase annual period. It is the vendor's responsibility to request any pricing adjustment under this provision along with providing supporting documentation. The proposal price shall include all charges for dealer preparation, inspection, delivery, set up and installation if required.

3.03. MATERIAL SAFETY DATA SHEETS

In compliance with Florida's "Right to Know Legislation", the District requires all vendors to submit two (2) copies of Material Safety Data Sheets for chemicals, fuels, solvents, paints, or like substances supplied to the District. These sheets must be included with your proposal. Failure to supply this information may result in disqualification of the product proposed.

3.04. DBE PARTICIPATION

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

(a) It is the policy of the District and the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in Form J of this solicitation and pursuant to 49 Code of Federal Regulations (CFR) Part 26, are provided a level playing field, thus fostering an equal opportunity for them to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this solicitation. In this regard, all offerors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have a level playing field and an opportunity to compete for and perform contracts. The District

and all offerors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts or subcontracts.

Please use our 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 as specified in Form J. **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.

3.05. TERM OF CONTRACT

The initial term of this Contract shall be for a period of 60 months commencing on the date specified in the Notice to Proceed (NTP). The District reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension.

3.06. CONFLICTS OF INTEREST

The Proposer shall state if it represents clients that may present conflicts or potential conflicts with representation of LAMTD. 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)

3.07. PRE-PROPOSAL CONFERENCE

There is a pre-proposal conference and site visit 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 Specialist and note the information below:

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

3.08. CONTACT BETWEEN PROPOSER AND LAMTD

Questions: Technical or scope of service related questions concerning this RFP, and contract award, shall be submitted, in writing. Written communication shall be submitted in the form of e-mail, to:

Cathy Zickefoose, Contracts Specialist
E-mail: czickefoose@ridecitrus.com

The closing date for receipt of written questions will be close of business, February 8, 2010.

Offerors are cautioned that until this solicitation is either awarded 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.

3.09. 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 issued.

3.10. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

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.**

A proposal may be withdrawn in writing only, addressed to the District's contact person for this Solicitation, prior to the proposal due date or upon the expiration of 60 calendar days after the opening of proposals.

3.11. 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.

3.12. 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.

3.13. 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 3.0

4.0 SELECTION PROCESS

4.01. 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's 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 District's policies and procedures.

4.02. EVALUATION CRITERIA

The SEC (Source Evaluation Committee) will issue an award based on a best-value determination using the following criteria. The U.S. General Accounting Office acknowledges broad agency discretion in selection. Best-value source selection involves subjective analysis, by its very nature. It cannot be reduced to a mechanical, mathematical exercise. The following, derived from GAO protest decision [B-284270](#), reflects just how broad agency discretion is.

- Source selection officials have broad discretion to determine the manner and extent to which they will make use of the technical and price evaluation results in negotiated procurements.
- In deciding between competing proposals, price/technical tradeoffs may be made; the propriety of such tradeoffs turns not on the difference in technical scores or ratings per se, but on whether the source selection official's judgment concerning the significance of that difference was reasonable and adequately justified in light of the RFP evaluation scheme.
- The discretion to determine whether the technical advantages associated with a higher-priced proposal are worth the price premium exists notwithstanding the fact that price is equal to or more important than other factors in the evaluation scheme.
- In a best-value procurement, an agency's selection of a higher-priced, higher-rated offer should be supported by a determination that the technical superiority of the higher-priced offer warrants the additional cost involved.

The rank-order of the evaluation factors is as follows:

1. Technical Information including: *methodology in performing the services, identify the risk associated in providing the services, the plan and methodology addressing and reducing the noted risks. The specific policies, plans, procedures or techniques to be used in providing the services to be performed and the timeframe to deliver and set-up tanks and storage containers. Elements included in the proposed Keep-Full program, product specification sheets and the functions and benefits of these elements to the District. Assurances that only OEM approved lubricants are delivered to the District, and that the lubricants arrive in a timely manner.*

2. Proposer's Experience and Past Performance including: *Proposer's past performance and experience, number of years that the Proposer has been in existence, the current number of employees, and the primary markets served, the detailed description of comparable contracts either ongoing or completed within the past five years. The number of years that they have provided a Keep-Full program.*

3. Key Personnel and Subcontracting Performing Services including: *titles and the responsibilities of personnel assigned to the project, qualifications and other vital information, relevant experience of key personnel and subcontractors that will perform major or critical aspects of the work.*

4. Cost-price realism. *The agency may not necessarily make an award to the Proposer with the highest technical ranking nor award to the Proposer with the lowest Price Proposal if doing so would not be in the overall best interest of the District. As proposals are considered by the agency to be more equal in their technical merit, the evaluated cost or price becomes more important so that when technical proposals are evaluated as essentially equal, cost or price may be the deciding factor.*

Each SEC member will record his/her findings and determinations in written form for each of the above, with an overall finding assigned to each factor as follows, including comments regarding strengths and weaknesses. Proposals which contain one or more unacceptable factor determination by the majority of the SEC members shall be eliminated from further consideration in the down-selection process. The District will make the award to the responsible Proposer whose proposal is most advantageous to the agency. The District reserves the right to issue an award to more than one firm, if a Proposer is more highly qualified to perform a specific part of the scope of the work, than another awardee.

	Technical Solution; Service Offerings; Capability	Strengths	Weaknesses	Past Performance
Blue (Score=4)	The proposal exceeds requirements/objectives and clearly demonstrates the Offeror's capability to deliver exceptional performance.	There are numerous strengths that are of direct benefit to the District.	Weaknesses are considered insignificant and have no apparent impact to the program.	Highly relevant/very recent past performance in all identified past performance efforts; excellent performance ratings.
Green (Score=3)	The proposal is satisfactory; the Offeror is capable of meeting performance requirements/objectives.	Some strengths exist that are of benefit to the District; the strengths clearly offset weaknesses.	A few weaknesses exist; they are correctable with minimal District oversight or direction.	Relevant/somewhat recent past performance in all identified past performance efforts; acceptable performance ratings.

Yellow (Score=2)	The proposal is minimally adequate; the Offeror is most likely able to meet performance requirements/objectives.	Few strengths exist that are of benefit to the District; the strengths do not offset the weaknesses.	Substantial weaknesses exist that may impact the program; they are correctable with some District oversight and direction.	Somewhat relevant/not very recent past performance; most acceptable performance ratings.
Red (Score=1)	The proposal is highly inadequate; the Offeror cannot meet performance requirements/objectives.	There are no beneficial strengths.	Numerous weaknesses exist that are so significant that a proposal rewrite is not feasible within a suitable timeframe.	Little relevant past performance identified; almost all unacceptable performance ratings.
White (Score=0)	Not used.	Not used.	Not used.	Completely lacks relevant performance history or past performance is unavailable, not due to Offeror's failure to provide information.

Source: Defense Information Systems Agency.

4.03. 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.

END OF SECTION 4.0

5.0 PUBLIC ENTITY CRIME INFORMATION STATEMENT

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 Contractor 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 Contractor list.

All Contractors 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.

6.0 PROTEST PROCEDURES

The District's Policy Manual 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.

7.0 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 LAMTD WEBSITE (www.ridecitrus.com) OR IS AVAILABLE FROM LAMTD BY REQUEST.

The form of contract that the District intends to use for award is attached for reference (see Exhibit 1). 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.

APPENDIX FORMS

The forms marked with (X) below are certification forms required by Federal Transit Administration and U.S. Department of Transportation regulations, and 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.

REQUIRED FORMS

	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
	Form J- Disadvantaged Business Entity 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 O – Cost and Price Summary

FORM A: NO PROPOSAL FORM

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

RFP # _____

Title: _____

Statement of No Proposal Form

If submitting this form, the Contractor shall return this form to the district Purchasing, Attn: Cathy Zickefoose, Contracts Specialist, 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.

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 proposal 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 was 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. 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 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 is 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 possesses.
- E. The certification in subparagraph A of this provision is a material representation of fact upon which reliance is placed when making an award. If it is later determined that the Proposer knowingly rendered an erroneous certification may be grounds for termination. 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 Contractor 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 LAMTD.
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 LAMTD 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 the District 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 anyone associated with them is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with LAMTD.
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 Contractor 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 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.

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

Approved by OMB
 0348-0046

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

(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 _____, if known: Congressional District, if known: ^{4c}	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
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 J: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

(DBE) DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

PART I BACKGROUND

USE OF FORM

Any Contractor responding to a Request for Proposals (RFP) must complete this Form J.

POLICY STATEMENT

The District has established an overall agency goal of 10.46% participation by certified Disadvantaged Business Enterprises (DBEs) in procurements of all goods and services. All businesses to be considered DBEs for the purposes of achieving this goal must provide with its proposal a current certification. The U.S. Department of Transportation (DOT) requires that all Florida DOT recipients, such as LAMTD participate in a Uniform Certification Program. To access the complete directory, please visit: <https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp> and select the method in which you would like to search. Be sure to only use the businesses certified under the UCP category as a DBE.

COMPLIANCE WITH DBE PROGRAM

The DBE Program request that all Contractors make a good faith effort to meet the DBE goal assigned to each solicitation. There are two methods by which a Contractor may demonstrate its good faith effort to meet the goals of the DBE Program:

- (1) A Contractor may document that it has obtained ____% DBE participation for this contract (please see Part II A); or
- (2) A Contractor may document that it made good faith efforts to obtain DBE participation. Please see Part II B for examples of criteria that may be used to demonstrate good faith effort.

PART II – DOCUMENTATION OF GOOD FAITH EFFORTS

A. DOCUMENTATION OF ACTUAL DBE PARTICIPATION

- 1. Tabulate the percentages of participation of DBE and non-DBE contractors and subcontractors in the spaces provided below.

DBE Participation

Primary Contractor if DBE (If not, leave blank):		
Value of work to be performed:	\$	%
DBE Subcontractor:		
Value of work to be performed:	\$	%
DBE Subcontractor:		
Value of work to be performed:	\$	%
TOTAL DBE Participation ->	\$	%

Non-DBE Participation

Value of all Non-DBE work to be performed (include primary contractor if not a DBE)	\$	%
TOTAL Contract Value ->	\$	%

(Attach additional sheets as necessary)

B. DOCUMENTATION OF ADEQUATE GOOD FAITH EFFORTS

Complete this Part II B only if you are unable to obtain DBE participation.

1. Soliciting through all reasonable and available means (e.g. attendance at pre-proposal conferences, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Contractor must determine with certainty if, the DBE is interested by taking appropriate steps to follow- up initial solicitations.

2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

2. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

3. Negotiating in good faith with interested DBEs. It is the Contractor's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of

the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation.

4. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. A Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.

5. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

6. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

7. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

[The District reserves the right to also consider the actual DBE participation achieved, as described by the Contractor in Part II.A., in evaluating the genuineness and intensity of the good faith efforts made by the Contractor.]

EXECUTION

The Contractor, _____, certifies and affirms the truthfulness and accuracy of each statement provided in this Form J, and acknowledges and agrees that its completion and execution of this form is subject to the Provisions of 49 CFR part 26, *et seq.*, and the policies and procedures of the District.

Signature of Contractor's Authorized Officer

Name / Title

Date: _____

END OF FORM J

FORM K: STATEMENT OF INSURANCE COMPLIANCE

The following Insurance Requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All Contractors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated below prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the certificate are still required. The Contractor should provide proper insurance to the Purchasing Dept. within five (5) business days after request by LAMTD but prior to award by the Director of Purchasing or recommendation of award to the Board of Directors, whichever is applicable.

The Insurance Requirements contained in this solicitation represent the minimal protection necessary for the District as determined by the agency. Further modifications of the requirements may be made at the sole discretion of the Risk Management Director upon a material change in scope at any time during the term of the contract or at time of contract renewal upon mutual agreement of the parties.

Without limiting any of the other obligations or liabilities of the Contractor, Contractor shall provide, pay for, and maintain in force until all of its work to be performed under this proposal has been completed and accepted by the District (or for such duration as is otherwise specified hereinafter), the insurance coverages set forth in this Section.

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. Policies other than State issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of A or better and a Financial Size category of VII - X or better according to the A.M. Best Company. Companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes, may issue policies for Worker's Compensation.

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. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and Jones Act.
4. 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.

The District is to be included as an "Additional Insured" in the name of "Lakeland Area Mass Transit District" with respect to liability arising out of operations performed for the District in connection with general supervision of such operation.

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.

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 Contractor shall be required to provide to the District certificates of insurance evidencing the insurance coverage specified above. 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 Contractor 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 LAMTD 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 AND SUBCONTRACTOR - QUALIFICATION QUESTIONNAIRE

Please provide the following information, along with your bid:

a. Please detail in writing any supply or service contracts of more than \$100,000 annually for the specified product, for the previous five years, using the following required information (use separate pages for additional firms by copying these lines below and filling them in):

Company name: _____

Contact person: _____

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

Telephone: _____

Number of years in business: _____

Cumulative transaction size (currently) : _____

Duration of contracted services: _____

b. Location of warehouse or facility from where the product or services will be distributed: _____

c. Number of full-time employees your firm employs: _____

d. Date your firm was created (if it has changed ownership, please describe the nature of the merger and acquisition and date thereof): _____

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

Type:	State Agency or Organization to contact for verification.	License/Certification Number:
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

g. State your firm's total annual average receipts over the past three years. _____

Statement of Qualifications of Subcontractors

The statements herein are confidential and made solely for the information of LAMTD in connection with the proposed subcontract with

Name of General Contractor

Address, City, State, Zip Code

Under its general Contract No. _____ with Lakeland Area Mass Transit District.

GENERAL INFORMATION

1. Name of proposed subcontractor:

2. Address:

(principal office) Address, City, State, Zip Code

3. Attach copies of each subcontractor's most recent annual business report filing (ABR) or similar document (sometimes called an annual incorporation renewal) filed with your State's Division of Corporations (or similarly named entity). If they are incorporated in Florida, visit sunbiz.org. This filing should have contact and name information pertaining to principles, officers, and location of the subcontractor.

4. Description of work to be done under proposed subcontract. Indicate clearly whether work involves labor only or labor and material. List principal items of materials, if any to be furnished.

5. Total amount of proposed subcontract: \$ _____

EXPERIENCE

6. How many years of experience? _____

7. Give, briefly, previous experience of directing officers

NAME	PRESENT POSITION	YRS. OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	WHAT CAPACITY

8. List principal contracts completed by present organization.

LOCATION	CONTRACT PRICE	CLASS OF WORK	PERCENT COMPLETED	NAME AND ADDRESS OF AWARDED PARTY

9. List contracts, if any, that present organization has on hand.

LOCATION	CONTRACT PRICE	CLASS OF WORK	PERCENT COMPLETED	NAME AND ADDRESS OF AWARDED PARTY

10. Give references of at least two for whom present organization has done similar work.

NAME	TELEPHONE NUMBER	ADDRESS	POSITION

11. Give any supplemental information that the undersigned desires to submit.

12. Give any supplemental information that the undersigned desires to submit.

The undersigned agrees to furnish the District additional or supplemental information concerning its financial and/or technical qualifications, when and as required.

Name

Date

END OF FORM M

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 requesting 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 any 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 M

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

Explanation:

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

Explanation:

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

Explanation:

END OF FORM N

FORM O: COST AND PRICE SUMMARY

Annual Lubricants Requirements

The Proposer shall submit pricing requested below stated as a flat, fixed price which shall include all labor, supplies and any other expenses to be paid under any contract issued as a result of this RFP. Cost and Price Summary shall be held firm for the first one hundred twenty (120) days of the contract. In the event a discrepancy may occur between the unit price stated and the total, the unit price shall prevail. The District will allow for price adjustments (decrease or increase) every 120 days after the date of the award for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI)US City Average, transportation index for Motor oil, coolant and fluids for all Urban Consumers, Not Seasonally adjusted (series ID#CUUR00005547021), and may not exceed 8% increase annual period. It is the vendor's responsibility to request any pricing adjustment under this provision along with providing supporting documentation. The proposal price shall include all charges for dealer preparation, inspection, delivery, set up and installation if required.

The quantities shown below are annual estimates and are not guarantees of the amount to be purchased. The pricing shown below shall be used for evaluation purposes. The Proposers price shall be submitted on this Form O and in the manner stated herein; there is no exception allowed to this requirement. Proposer is requested to fill in the applicable blanks on the form and to make no other marks. The Proposer must submit this Form O along with other required submitted material with the proposal. Proposals shall be clearly marked with RFP#, RFP Title, Proposal due date/time and Offeror(s) name and address.

Item	Quantity gallons per year	Delivery Requirements	Service Change Intervals	Unit Price Per Gallon	Extended Price
Automatic Transmission Fluids					
1. Allison TES-295 Approved Fluids	500	Bulk	75,000 miles	\$ _____	\$ _____
2. Voith – Voith List of Lubricants H55.633636	500	Bulk	75,000 miles	\$ _____	\$ _____
Synthetic Automatic Transmission Fluid					
3. Allison TES-295 Approved Fluids	500	55 gallon drums	75,000 miles	\$ _____	\$ _____
4. Voith – Voith List of Lubricants H55.633636	500	55 gallon drums	75,000 miles	\$ _____	\$ _____

Synthetic Blend Diesel Engine Motor Oil					
5. API 40. Product must be listed on Detroit Diesel 40 & 50 Series, with and without EGR DDC Power Guard 93K214 Approved Oils List.	3000	Bulk	6000 miles	\$ _____	\$ _____
6. Cummins Engine ISM 280 with EGR. API 15W40. Must meet or exceed API Service CJ-4	3000	Bulk	6000 miles	\$ _____	\$ _____
Universal Gear Oil or Synthetic					
7. 85W-140	275	55 gallon drums	N/A	\$ _____	\$ _____
Synthetic Blend Gasoline Engine Motor Oil					
8. SAE or API 10W30	250	mix quarts and gallons		\$ _____	\$ _____
TOTAL PRICE ->					\$ _____
(Combined Page 1 and 2 - Form O)					

The Proposer shall provide a breakdown of the Total Contract Price in the Form O Cost or Price Summary

Prices: The prices to be shown above are before any price adjustments from the suppliers of the products being offered. The unit prices shown above maybe adjusted in accordance with any industry wide price increases or decreases from the vendor's suppliers. In the event that LAMTD determines, in its sole judgment, that the prices being paid under this contract are materially higher than prices available from other suppliers, LAMTD reserves the right at any time to re-compete this contract.

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED AGREES IF THIS OFFER IS ACCEPTED WITHIN 60 DAYS FROM PROPOSAL OPENING DATE, TO FURNISH ANY OR ALL ITEMS FOR WHICH PRICES ARE OFFERED ON FORM A ABOVE AT THE PRICE (S) OFFERED, DELIVERED AT DESIGNATED POINT (S), WITHIN THE TIME PERIOD SPECIFIED.

CAUTION: A false statement in any offer submitted to LAMTD may be a criminal OFFENSE.

CONTACT PERSON	PHONE #	FAX #
PROPOSERS NAME AND ADDRESS		NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
		AUTHORIZED SIGNATURE

END OF FORM O

INTENTIONALLY LEFT BLANK

ATTACHMENT 1

LAKELAND AREA MASS TRANSIT DISTRICT

CONTRACT # FY- 10-002

for

LUBRICANT MANAGEMENT AND SUPPLY

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 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 ____-_____.

WITNESSETH:

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

WHEREAS, the District desires to obtain goods and/or services (collectively, the "Services"), according to the requirements in the Request for Proposal # 10-002 (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 at http://www.fta.dot.gov/documents/FTA_Circular_4220.1F_-_Finalpub1.pdf; 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 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"). A blanket purchase order will be issued at the time of Award. 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:

Firm, fixed unit price

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 sub-contractors on a cost-plus percentage of cost contract type basis, the Contractor shall be deemed to be in material breach of the Contract and the District may terminate for cause under the provisions set forth below.

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

6. TERM.

(a) Initial Term. Subject to the further provisions set forth in this paragraph, the initial term of this Contract shall be for a period of 60 months commencing on the date specified in the Notice to Proceed (NTP). The District reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension

(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. Will be in accordance with the pricing of Form O price sheet following negotiations.

(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, if applicable, to show the District as an insured under said insurance and to furnish appropriate certificates to the District.

(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.

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

9. NON-DISCRIMINATION/CIVIL RIGHTS REQUIREMENTS.

The following requirements apply to the underlying contract:

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

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

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

Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

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

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

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

10. TERMINATION. Default by 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. 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 the 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:

- (a) The Contractor's primary point of contact for daily operations, or project manager, regarding the Services pursuant to this Contract is:
Rita Wages, Maintenance Manager
Lakeland Area Mass Transit District
PO Box 1687
Lakeland, FL 33802
Phone: (863) 327-1328
e-mail: rwages@ridecitrus.com
The District reserves the right to require the Contractor to assign a new staff member to manage the project at the District's sole discretion, should progress completing performance under this contract become unsatisfactory.
- (b) The Contractor's primary point of contact for legal notice, and authority to modify or act under this Contract and contractual changes, modifications and overall Contractor performance, 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
- (c) The Contractor may appoint other individuals upon written notice to, and approval by, the District. The Contractor shall provide written notice to the District promptly with respect to any changes to the aforesaid contact information.
- (d) The District and the Contractor may change its own staff designations upon written notice to the other party. The designated District staff member shall not have the authority to modify this Contract except in accordance with applicable rules and regulations, including, but not limited to the District's Policies and Procedures. Notwithstanding anything herein to the contrary, no such change, modification or amendment shall be valid or binding upon the District, if the authorizing representative of the District executing such instrument has exceeded its authority, pursuant to the applicable District Policies and Procedures.

13. MISCELLANEOUS.

- (a) **Captions and Headings.** The captions and headings provided herein are for convenience of reference only and are not intended to be used in construing the terms and provisions hereof.
- (b) **Number and Gender.** Whenever herein the singular or plural is used the same shall include the other where appropriate. Words of any gender shall include all genders when the context so requires.

- (c) **Multiple Counterparts.** This Contract may be executed in a number of identical counterparts each of which is an original and all of which constitute collectively one agreement. In making proof of this Contract in any legal action, it shall not be necessary to produce or account for more than one such counterpart.
- (d) **Attorney Fees.** In the event of any legal action, including arbitration proceedings, seeking enforcement of this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and the costs of such proceedings from the other party, including without limitation fees and costs associated with any trial, appellate or bankruptcy proceeding.
- (e) **Waiver Of Jury Trial.** EACH PARTY HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE CONTRACT DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.
- (f) **Assignment.** The District has selected the Contractor to render the Services based in substantial part on the personal qualifications of the Contractor; as such, the Contractor may not assign or transfer any right or obligation of this Contract in whole or in part, without the prior written consent of the District, which consent may be granted or withheld in the sole discretion of the District. The Contractor may utilize subcontractors as otherwise permitted and provided in the Contract Documents. Any assignment or transfer of any obligation under this Contract without the prior written consent of the District shall be void *ab initio*, and shall not release the Contractor from any liability or obligation under the Contract, or cause any such liability or obligation to be reduced to a secondary liability or obligation.
- (g) **Survival and Severability.** Should any provision of this Contract be determined to be illegal or in conflict with any laws of the State of Florida or the Federal government, the validity of the remaining provisions shall not be impaired.
- (h) **No Third-Party Beneficiary.** It is specifically agreed that this Contract is not intended by any of the provisions of any part of this Contract to establish in favor of any other party, the public or any member thereof, the rights of a third-party beneficiary hereunder, or to create or authorize any

private right of action by any person or entity not a signatory to this Contract to enforce this Contract or any rights or liabilities arising out of the terms of this Contract.

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

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

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

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

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

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

23. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of its knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New

Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

24. CLEAN AIR

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

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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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 10.46%. A separate contract goal of 0% DBE participation has been established for this procurement.

b) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the District deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c) 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.

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

31. 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.

32. 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.

33. BUY AMERICA REQUIREMENTS. The Contractor agrees to comply with 49 U.S.C. 5323(j) and

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

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

Lakeland Area Mass Transit District

[Firm]

By: _____
Name: Danny Ours
Title: Executive Director

Date: _____

By: _____
Title: _____

Date: _____

Attest: _____
Corporate Secretary/Notary Public

Approved as to form and correctness:

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

Date: _____