



SOLICITATION OVERVIEW

1. SOLICITATION NO.: RFP 20-001	4. BRIEF DESCRIPTION: Banking Services
2. ISSUE DATE: October 29, 2019	
3. FOR INFORMATION CONTACT: NAME: Lisa Harris E-MAIL: lharris@ridecitrus.com PHONE: 863-327-1314 FAX: 863-327-1345	
5. PRE-OFFER CONFERENCE: (if requested) (See Section 1.6 for more information.) LOCATION: 1212 George Jenkins Blvd, Lakeland, FL 33815 DATE AND TIME: November 04, 2019 at 1:00 P.M. EST	
6. SUBMIT OFFER TO THE FOLLOWING ADDRESS: Lakeland Area Mass Transit District (LAMTD) Attn: Lisa Harris, Contract Specialist 1212 George Jenkins Blvd, Lakeland, FL 33815	7. OFFER SUBMISSION DUE DATE AND TIME: November 22, 2019 at 2:00 P.M. EST
8. SUBMIT WITH OFFER: Original offer and photocopies, as specified in section 5, including the attachments and/or exhibits listed on Page 2 of this form.	
9. OFFERS WILL NOT BE PUBLICLY OPENED.	
10. FIRM OFFER PERIOD: Offers shall remain firm for a period of 90 calendar days, from the date specified in Block 7 above, while under evaluation.	
11. This solicitation and any resulting contract, respectively, consists of this form, the solicitation, attachments and/or exhibits, documents designated on Page 2 of this form, the contract response, and the resulting contract as stated in paragraph 3 of the contract.	

OFFER

(To be completed by Offeror)

12. DISCOUNT FOR PROMPT PAYMENT: _____%, _____ Calendar Days (Please refer to Invoice and Payment clauses in Section 3)					
13. If this offer is accepted within the period specified in Block 10, above, the offeror agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the solicitation.					
14. ACKNOWLEDGEMENT OF AMENDMENTS: The offeror acknowledges receipt of the following solicitation amendments (write in all amendment numbers and amendment dates).					
Amendment Number and Date		Amendment Number and Date		Amendment Number and Date	
15. OFFEROR'S NAME AND ADDRESS: (Type or Print) TELEPHONE: E-MAIL: CELL PHONE: FAX:			16. NAME AND TITLE OF OFFEROR'S REPRESENTATIVE (PERSON AUTHORIZED TO EXECUTE CONTRACTS): (Type or Print) 17. OFFEROR'S REPRESENTATIVE SIGNATURE & DATE:		

AWARD

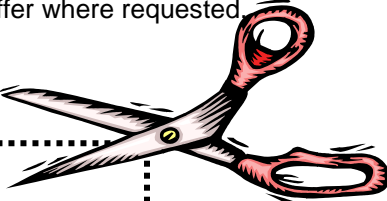
(To be completed by LAMTD)

18. DBE: A DBE goal of <u>0</u> % has been established for this contract. Federal or State funds may utilized.		
19. ACCEPTED AS TO:	20. TOTAL AMOUNT OF AWARD:	21. CONTRACT NUMBER:
22. LAMTD'S CONTRACTING OFFICER'S SIGNATURE & CONTRACT AWARD DATE:		
Name: _____ Signature: _____ Date: ____/____/____		

	NAME	FORM DESCRIPTION	FORM #	SUBMIT WITH OFFER?
●	Cover Sheet	Solicitation Overview	CS-01	YES
●	Section 1	Introduction	SEC-01	
●	Section 2	Statement of Work and/or Specifications	SEC-02	
●	Section 3	General Provisions and Procedures	SEC-03	
●	Section 4	Special Provisions and Procedures [construction]	SEC-04	
●	Section 5	Submittal Requirements and Selection Process	SEC-05	
●	Section 6	Affidavits and Acknowledgements	SEC-06	YES
●	Exhibits	Various Exhibits	EX-A to G	
●	Attachment 1	Required Federal Clauses	ATT-01	
●	Attachment 2	Sample District Contract	ATT-02	
●	Attachment 3	Price/Fee Schedule	ATT-03	YES
●		Offeror's/Contractor's Technical Proposal	X	YES

SEALED PROPOSAL LABEL

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



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

SOLICITATION:
NUMBER: 20-001
TITLE: Banking Services

SUBMITTED BY: _____

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

SECTION 1.0 – INTRODUCTION

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1.1 Background

The Lakeland Area Mass Transit District, hereinafter referred to as the “District”, has provided public transportation to the Polk County area since 1982, with an employee population of about 182 individuals. The District’s operations include: approximately 38 fixed route buses, 37 paratransit demand response service vehicles, and 12 support vehicles. Polk County is larger than the state of Rhode Island, and is equal in size to Delaware, and is situated along Interstate 4 between Orlando and Tampa. The total area of the county is approximately 2,010 square miles which makes it the fourth largest county in Florida, exceeded only by Dade, Palm Beach, and Collier counties. Polk County ranks as the eighth in population among Florida’s 67 counties; the Lakeland Urbanized Area houses 1/3 (over 200,000) of its currently estimated 686,483 residents. The District’s Board of Directors is composed of five members, who are sitting Polk County, Florida and City of Lakeland Commissioners.

For more information about Polk County, please visit: <http://www.polk-county.net>.
A system map can be accessed at: <http://ridecitrus.com/routes/>.

1.2 Purpose of Solicitation

The purpose of this solicitation is to secure a qualified firm interested and capable of providing quality, efficient and cost-effective public-sector banking services that meet the needs of the District as described herein.

1.3 Minimum Qualification

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

1.4 Communications with the District

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

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

Offerors are cautioned that until this solicitation is either recommended for award or cancelled, they may have contact only with the contact person identified above. Discussions or communications regarding this solicitation with any other personnel associated in any capacity with the District, its consultants, contractors or members of its Board of Directors, are strictly prohibited, unless otherwise approved in writing by the Contracting Officer.

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

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

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

All offerors will be notified in writing when the District makes an award recommendation by the Contracting Officer or his/her designee. The Contracting Officer for this solicitation is:

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

1.5 Solicitation Timeline

SOLICITATION ISSUED	DATE: 10/29/2019
PRE-OFFER CONFERENCE (if requested)	DATE: 11/04/2019
OFFERS DUE	DATE: 11/22/2019
OFFER EVALUATIONS	DATE: 11/29/2019
BOARD REVIEW/APPROVAL	DATE: 12/11/2019
CONTRACT AWARD & NOTICE TO PROCEED	DATE: 12/13/2019

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

1.6 Pre-offer Conference

A pre-offer teleconference may be held at 12:00 P.M. on November 04, 2019 if requested.

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

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

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

1.7 Type of Contract

- A. The Type of Contract will be defined as an Indefinite Delivery/Indefinite Quantity contract with Firm, Fixed Fees for services specified elsewhere in the contract.
- B. When and if ordered, the Contractor shall furnish the District with a maximum of \$15,000 goods or services, per year and a minimum of \$5,000 for the full duration of the contract (base plus option terms).
- C. Except for any limitations on quantities, which may be specified elsewhere in this contract, there is no limit on the number of orders that may be issued.

1.8 Term of Contract

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

B. The Option Term of this Contract shall be for one (1) additional two-year options and renewable at the District's sole discretion. The District reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension.

1.9 Ordering

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

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

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

1.10 Definitions

As used throughout this contract, the following terms shall have the meaning set forth below. Terms not defined within the Contract Documents shall have the meanings ascribed in applicable federal, state or local laws and regulations. Where a conflict arises between any defined terms, LAMTD's reasonable interpretation of said term shall govern.

ADAAA: American's with Disabilities Act Amendments Act

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

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

Contractor: The successful Offeror who is awarded the contract.

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

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

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

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

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

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

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

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

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

Qualified Public Depository (QPD): Per Florida Statute 280, means any bank, saving bank or savings association that:

- I. Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States;
- II. Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.,
- III. Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 seq.
- IV. Meets all requirements of F.S. 280
- V. Has been designed by the Treasurer as a qualified public depository.

SECTION 2.0 – SCOPE OF SERVICE

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2.1. Scope of Service

The scope of services described in this section ("Scope of Service") 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 institutional banking services that meets needs of the Lakeland Area Mass Transit District (LAMTD) and Polk Transit Authority (PTA).

2.2. Brief Overview

- A. ACH debits total approx. 20-25 per month.
- B. Wire transactions are minimal (Inbound and Outbound SBA Non V.A Account)
- C. Total receipts/disbursements = \$19mm annually.
- D. S.T. Investments approximately. \$6.8m (now at SBA).

2.3. General Requirements

- A. Establish demand deposit accounts as may be necessary to meet the banking requirements of LAMTD and PTA. In addition, provide zero balance accounts (ZBA) capabilities. The concentration account will fund disbursements from these accounts automatically on a daily basis. Currently, the account structure will require, at a minimum, the following three accounts. Please describe the features and requirements of each of the following:

- LAMTD Operating (Concentration)
- LAMTD Payroll
- PTA Operating

If offered, please describe the features and requirements of your Municipal (MUNI) NOW Account.

- B. Disburse funds via repetitive wire transfer upon on-line request of an authorized person.
- C. Accept and send ACH transactions and provide on-line notification of ACH deposits within 24-hours.
- D. LAMTD currently has armored carrier service under a separate contract. The armored carrier provides weekly vault deposits from a single LAMTD location. These deposits are expected to average \$8,625.00 of which 100% are cash/coin. Coin is separated and bagged for transport by the District.
- E. Provide automated balance-reporting services for all LAMTD accounts. Available information should include closing ledger, closing collected, opening ledger, opening collected, float, previous day debit and credit detail (including bankcard deposits, ZBA transfers), and ACH credit and debit detail.
- F. Provide on-line access to information on cleared checks and automated stop payment facilities.
- G. Collateralized all deposits pursuant to the Qualified Public Depository (QPD) requirements under Chapter 280, Florida Statue.

- H. After minimum operating account balance requirements are met, if applicable, sweep any excess cash balances into an approved overnight investment vehicle. We do not have a projected estimate of the funds available for sweep at this time.
- I. Provide check reconciliation services. LAMTD currently uses a manual reconciliation process but intends to evaluate the benefit of using full reconciliation services including. Additionally, the bank should provide an on-line capability for viewing images of cleared and cancelled checks.
- J. Provide monthly activity statements and reports for all accounts. The statement cutoff should be the last day of the month. Statements must be sent by no later than the 10th of the following month.
- K. What services are offered to participants of the direct deposit program?
- L. Provide LAMTD with custodial/safekeeping services for LAMTD's securities.
- M. Provide LAMTD with credit card services (see below).
- N. Describe any available short or long-term investment services which are not necessarily described in this RFP.

2.4. Banking Services

- A. Describe how interest will be calculated and credited on all accounts. Be specific.
- B. Provide a list of the bank's holidays.

2.5. Fraud Risk Management Solutions

Please describe any solutions that address the following issues:

- A. ACH Fraud Control
 - Prevents unauthorized ACH transactions from unexpectedly settling against your account.
 - Choose among the following ACH Fraud Control options:
 - ACH Block – returns all ACH debits or credits attempting to post to an ACH blocked account.
 - ACH Control – accepts authorized ACH transactions based on your list of designated originators.
 - ACH Control with Positive Pay – gives you the option to review and decision any unauthorized ACH transactions.
- B. Account Dollar Limits
 - Establish a maximum dollar amount for checks clearing your account.
- C. Positive Pay
 - Compares checks presented for payment against your electronic check issuance file to identify unauthorized payments.
 - View and make the decision to accept or reject items.
 - Basic Positive Pay – compares checks presented for payment against your issuance file with no hard copy account reconciliation reports.
 - Positive Pay – compares checks presented for payment against your issuance file and includes the hard copy account reconciliation reports.
 - Premiere Positive Pay – funds only those checks that will clear based on “matched items” for that day.
 - Payee Match Positive Pay – detects any differences in payee name, in addition to check number and dollar amount.

2.6. Fraud Risk Management Solutions

- A. Describe the Emergency Disaster Plan and/or manual system used to provide banking services along with backup and recovery capabilities.
- B. Provide a detailed description of the controls in place to insure the integrity of the funds transfer system.
- C. Describe the types of insurance and bonding carried.

2.7. Conversion

- A. Describe a conversion plan to transfer assets of LAMTD to your financial institution.
- B. What lead-time do you expect will be necessary before the conversion begins?

- C. Indicate your plans for educating and training LAMTD employees in the use of your systems.

2.8. Reporting

Describe the frequency and format of reports that you would provide to LAMTD. Include sample reports and records.

2.9. Repurchase Agreements

In order to facilitate maximization of investment earnings, LAMTD may desire to utilize an overnight “sweep” arrangement, wherein an overnight repurchase agreement is entered into each business day. At the end of each business day, all un-invested balances (collected funds, float, etc.) in various specified accounts (less the amount required for the bank to maintain its reserve requirement) are “sweep” into an overnight repurchase agreement. All overnight repurchase agreements must follow the specifications of LAMTD’s Master Repurchase Agreement, which the bank will be required to sign.

- A. LAMTD’s Master Repurchase Agreement requires that securities used for collateral be limited to only United States Treasury Securities or Federal Instrumentality’s. The maximum maturity of securities shall not be greater than five (5) years and all collateral will have a margin (haircut) of 102 percent after market value.
- B. However, the proposer has the option to offer other alternatives to overnight repurchase agreements. The proposer must provide full documentation of the alternative with the proposal.

2.10. Credit Card Services (Optional Item)

Credit Card Revenue: The District currently accepts credit card payments at four of its locations and through the online (internet) services of “Simple Pay”. Credit card transactions generate roughly \$153,730 in sales annually with a gradually increasing average of 390 transactions per month at about \$26 per transaction. These transactions are processed daily and submitted to the District the next business day. At this time “Simple Pay” is the District’s only source for accepting credit card revenue. Though it has not yet been determined if the services will continue in this manner, said service may be offered as an optional item for future consideration.

Corporate Credit Cards (P-Cards): The District currently has a corporate “p-card” that is provided through a contract procured by the State of Florida, Department of Management Services That contract is scheduled to expire January 2021. Though it has not yet been determined if the services will continue after contract expiration, said service may be offered as an optional item for future consideration.

- A. Pricing should be quoted for electronic authorization with a back-up system, as well as, telephone transactions. In the future, LAMTD may desire other authorization methods and the fees will be separately negotiated.
- B. What cut-off time for credit card transaction does the bank propose to offer? All transaction processed by the cut-off time must be credited to LAMTD’S bank account on the next banking day.
- C. Describe the authorization services provided by the bank:
 - Describe in detail how an authorization would be requested, and a response delivered. Include details on the equipment to be used.
 - Can the bank offer both Credit Card and Debit Card/Point of Sale (POS) settlement services? If yes, please describe. As an option, LAMTD may utilize a POS service to transact the sale of tickets (bus passes) for customers (both individual and entity). The system must accept VISA and Mastercard, at a minimum.
 - Can the bank offer a back-up authorization method if terminals are non-operational?
 - Please describe in detail the proposed back-up authorization method.
 - What is the response time for each authorization method?
- D. Please list references of other governmental credit card merchant accounts serviced the by bank. Include a contact person and telephone number for each reference.
- E. Name the person in the bank who would be primarily responsible for handling credit card services for LAMTD. List the person's title, address, and telephone number.
- F. If the bank will be using other firms to assist in fulfilling the service requirements set out in this request for proposal list the subcontractor(s) that will be used. (Suppliers do not need to be listed). The following information is required for all subcontractors:
 - Services to be performed
 - Name of firm
 - Address of firm
 - Contact person
 - A financial statement

2.11. Payment for Banking Services

LAMTD prefers using a combination of balances and fees for all service charges associated with the monthly activity for each account. The accounts may on occasion be “swept” into an overnight repurchase agreement to a target balance of zero (less the amount required for the bank to maintain its reserve requirement). In addition, the account analysis statement should show average balances and average net collected balances, along with itemized monthly activity of each account and services activity cost associated with each.

2.12. Payroll Services

LAMTD requires processing of direct deposit payroll bi-weekly for approximately 90 percent (140) of its 155 employees. Direct Depots are currently processed in-house by designated staff; though outsourcing may be considered in the future. as such, said service may be offered as an optional item for future consideration.

Questions:

- (1) Does your bank offer dedicated payroll specialists (set-up and maintenance, as well as problem-solving)?
- (2) Does your bank offer automated payroll tax filing?
- (3) Describe any standard and customer reporting (reports include general ledger, new hire, quarterly, and 457(b) and 401(A) plan reporting, including any customizable reports).
- (4) Please specify whether a balanced or unbalanced file is required.
- (5) Do you require pre-note transmissions?
- (6) Define the cut-off schedule for ACH Batch Processing.

2.13. Pricing and Account Analysis

Provide the proposed prices and/or details for the following list of basic banking services and others not listed that the District may require.

- A. Are there any other charges that would apply to this account? (Please itemize)
- B. Please describe the procedures used to make an adjustment to bank statements and to assure a corresponding adjustment to account analysis statement. How is the adjustment handled if the analysis period has already ended?
- C. Please provide a sample invoice for LAMTD’s account. How soon after month end is the invoice mailed?
- D. How is your earnings credit determined, adjusted and applied? Please include in your explanation the impact of your reserve requirement, your formula for converting service charges to balance requirements an explanation of any earnings, credits, and reserve requirements specific to the requested services.
- E. Describe the bank policies concerning daylight overdrafts and what, if any impact these policies may have on the management of LAMTD’s accounts.

2.14. Price/Fee Schedule

- A. Pricing offered shall be entered into, and submitted on, the Price Schedule provided by the District as Attachment 3 to the solicitation.
- B. The fee structure, as stated under Section 1 of this solicitation, is reflected on the Price Schedule.
- C. Offerors must provide pricing for the “Option Terms.” In evaluating and assigning price points, option pricing shall be considered.
- D. The quantities expressed on the Price Schedule are estimates and may not be purchased in whole. See Section 1 for the District’s minimum guarantee.
- E. Provide a breakdown of pricing details, service description and/or applicable labor type and the services provided on a separated document if necessary. *Please Note, as stated in Attachment 2 (LAMTD Standard Contract) section 4(c) “Cost-plus percentage of cost contracts are prohibited by federal law”.*

2.15. Exhibits

- | | |
|------------------------------------|--------------------------------------|
| A. Exhibit A – Financial Statement | E. Exhibit E – Merchant Statement |
| B. Exhibit B – Investment Policy | F. Exhibit F – Credit Card Statement |
| C. Exhibit C – Account Statement | G. Exhibit G – QDP Requirements |
| D. Exhibit D – Cash Report Journal | |

SECTION 3.0 –GENERAL PROVISIONS and PROCEDURES

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3.1 Business Entity Registration

The District requests business entities to complete a registration form found on the District's website, Firms need not register with the District to present an offer; however, it is suggested and encouraged, in order to receive notification of future solicitation.

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

3.2 Request for Clarification

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

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

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

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

3.3 Extension of Time

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

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

3.4 Conflict of Interest

As per Chapter 112, Florida Statutes, the Offeror shall state if it represents clients that may present conflicts or potential conflicts with representation of the District. Offerors shall provide a list of any potential conflicts by description. Offerors need not identify a particular client. If conflicts are listed, the Offeror shall address how these conflicts will be resolved. (See required Form D)

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

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

3.5 Proprietary/Confidential Information

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

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

3.6 Submittal Requirements

Submittal requirements are outlined within Section 5 of this solicitation.

3.7 Review of Submissions for Responsiveness

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

3.8 Late Submissions, Modifications and/or Withdrawals

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

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

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

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

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

3.9 Solicitation Postponement and/or Cancellation

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

3.10 Solicitation Evaluation and Award

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

3.11 Right of Protest

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

3.12 Invoicing and Payment

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

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

3.13 Cost Incurred

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

3.14 Insurance Requirements

The levels of coverage below represent limits necessary for most goods or services provided to the District. Submit a copy of a certificate, verification of coverage, or similar document as current proof of insurances indicated below. Should an Offeror view the coverage as excessive or request any variances, exception may be taken as outlined in Section 5.6.

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

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

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

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

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

Coverage shall include Contractual Liability and Independent Contractors Liability.

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

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

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

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

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

3.15 Rules, Regulations and Licensing Requirements

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

3.16 Independent Private Sector Inspector General Review

In connection with any award issued as a result of this solicitation, the District has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the District deems it appropriate to do so. Upon written notice from the District, the selected Offeror shall make available to the IPSIG retained by the District all requested records and documentation pertaining to this solicitation or any subsequent award, for inspection and copying. The District will be responsible for the payment of these IPSIG services, and under no circumstance shall the Offeror's cost/price for this solicitation or any subsequent work orders awarded be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Offeror, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the District to conduct, audit or investigate the operations, activities and performance of the selected Offeror in connection with this solicitation or any contract issued as a result thereof. The terms of this provision are neither intended nor shall they be construed to impose any liability on the District by the selected Offeror or third party.

3.17 Performance Standards

A. Quality Control-Inspection and Acceptance: All services or tasks performed under the contract shall be subject to inspection and acceptance by the Project Manager or an authorized representative while the work is in progress or after its completion. If any of the items described in Section 2 are determined to be unsatisfactory (does not meet standards) or is found to be otherwise not in accordance with the requirements of this contract, the Project Manager or his/her designee

shall notify the Contractor and the Contractor shall take immediate steps to take corrective action and schedule re-inspection. The District will be the sole judge as to the acceptability of the work and the condition of the facilities.

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

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

3.18 Contractor Personnel / E-Verify

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

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

3.19 Criminal Conviction

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

3.20 Public Entity Crimes

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

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

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

3.21 Bankruptcy

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

3.22 No Waiver of Sovereign Immunity

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

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

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

3.23 Contingency Fees

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

3.24 Federal Clauses

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

SECTION 4.0 – SPECIAL PROVISIONS and PROCEDURES

Table of Contents

No table of contents entries found.

The document is not applicable under this procurement

SECTION 5.0 –SUBMITTAL REQUIREMENT and SELECTION PROCESS

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5.1 DBE and SBE Participation

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

The District has established an overall agency goal of 2% participation by certified Disadvantaged Business Enterprises (DBEs) in procurements of all goods and services where federal funds may be utilized. There is a **0%** DBE goal established for this solicitation. Should a Task Order Contract be awarded, the District reserves the right to establish a DBE goal for subsequent work, or a reductions thereof, where federal funds may be utilized. Where subcontracting opportunities are not available, a letter of affirmation may be provided. Said letter must state that the offeror does not utilize subcontractors, labor, equipment, or material external to that provided by their firm.

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

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

B. Directory of DBE's: The Unified Certification Program (UCP) maintains an electronic DBE directory of all firms certified in the State of Florida. The directory is located at:
<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>
Various certifying UCP agencies are situated throughout the state of Florida with a location directory available at:
<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/UCPMemberList.aspx>
Appropriate forms to apply for DBE certification are available at:
https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/get_certified

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

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

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

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

5.2 Listing of Subcontractors and/or Suppliers

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

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

5.3 Fair Subcontracting Policies

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

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

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

5.4 Key Personnel and Qualifications

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

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

5.5 Acknowledgement of Solicitation Amendments

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

5.6 Exceptions Taken

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

The form of contract that the District intends to use for award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the Proposal, with exceptions clearly noted. The

District has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion. The District may require the successful Proposer to insert certain provisions in all subcontracts issued pursuant to the Contract. The applicable provisions are contained by exhibit attached to this solicitation.

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

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

5.7 Offer Preparation

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

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

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

D. Offerors must state provide concise written materials that enable the reviewer to clearly understand the Offeror's capabilities and approach to the project. Said material shall reflect a level of understanding of the work required in order to be considered responsive. Should the offeror fail to conform to the essential requirements of the solicitation, the District shall determine whether the variance is significant enough to cause the submission to be considered non-responsive and therefore not considered for award. The District may not accept nor request additional information, of an offeror, in order to determine responsiveness.

5.8 Offer Format

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

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

B. Each part of the offer should be clearly labeled and tabbed for easy reference. The offer shall be submitted in 8 ½" by 11" format with foldouts utilized as necessary. Offers shall contain the following sections and shall include a "Table of Contents" identifying the page numbers of where to find the various sections and organized as follows with factors and any subfactors are described below.

- Section 1 Introduction of Firm and Required Submittals (Forms, Attachments and Exhibits),
- Section 2 Qualifications and Experience of Firm and Staff,
- Section 3 Project Approach and/or Work Plan,
- Section 4 Price/Fee Schedule
- Section 5 Exception to Solicitation and/or Contract Terms and Conditions (if any),
(Inclusive of any Offeror form(s) requiring execution by the District), and
- Section 6 Promotional Literature.

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

- (1) A statement of the type of firm, partnership or other teaming arrangement and members. A list and description of ownership, office location, and principal office where the majority of the District's work will be performed with contact information, a principal of the firm shall sign the cover letter or other person fully authorized to act on behalf of the Proposer. (See required Form A)
 - (2) The Solicitation, Overview Form,
 - (3) Fully completed Affidavits/Acknowledgements.
- (b) Section 2 - Qualifications and Experience of the Firm, Staff, and/or Major Subcontractors: Demonstrate the firm's experience on Form M: Proposer Qualification Questionnaire. Submit up to five (5) copies (one per project) of Form M. PART A: to illustrate the experience of your firm, staff, and major subcontractors.
- (1) A detailed discussion of the Offeror's experience, qualifications and skills to perform the work described in Section 2. At a minimum describe the firm's history, length of time in business, locations, number of employees, types of services offered and direct experience in providing the services described in the solicitation. Note that government experience is of importance.
 - (2) A copy of licenses, certifications, or accreditations applicable to the requirements of Section 2.
 - (3) A description of the general capabilities of the offeror, including information relating to total size and staffing, professional staff and clerical support.
 - (4) Provide a detailed description of comparable contracts (a minimum of 3) which the offeror is either performing or completed in the past three (3) years; subject to verification by the District as deemed necessary. This description should identify for each project the following:
 - (i) the name and address of client,
 - (ii) full description of the services under the contract,
 - (iii) total dollar value of the contract,
 - (iv) contract duration,
 - (v) name and contact information for individual of the firm responsible for contract oversight,
 - (vi) reason any contract identified was not completed to its full term.
 - (5) Provide an Organizational Chart showing all individuals, including titles and length of service with the company. Describe of all relevant staff experience demonstrating the ability to perform all services required by this solicitation. This should not only include the Proposers personnel, but those of subcontractor/partner personnel that are to perform any services under the solicitation.
 - (6) The name and short biography of the individual who will assume primary responsibility for the Offeror's obligations under any resulting contract.
 - (7) An affirmative statement guaranteeing the key personnel named in the staffing plan will be assigned to the project, unless such employment is duly terminated. If substitutes or "backup" personnel are planned on a contingency basis, such personnel shall also be named with a similar guarantee of assignment.
- (c) Section 3 - Project Approach and/or Work Plan: The offeror should provide a fully developed methodology for performance of the services described in the Statement of Work. Methodology should describe specific policies, plans, procedures, techniques, milestones and subcontract services (identify the subcontractor by legal name and address) to be used in providing the services required under this solicitation.
- (1) The offeror shall describe the quality of products offered or utilized; noting all areas the proposer's products met or exceed specifications provided in the solicitation.
 - (2) The offeror shall identify potential impediments, obstacles, or problems that could negatively impact the service to be provided.
 - (3) A proposed transitional approach, strategies, milestones, graphs, charts, and/or duty logs shall be provided where applicable.
- (d) Section 4 – Price/Fee Schedule: Price proposals shall be submitted in accordance the criteria outlined within the Statement of Work.
- (1) Pricing methodologies shall be provided with some level of detail and summarized in the form of a Price Schedule.
 - (2) To be considered for award of contract, the offeror must provide pricing for all billable "items". All billable items must appear on the price Schedule. Failure of an offeror to provide pricing on the Schedule may render the offer for that discipline as unacceptable and/or unbillable.
 - (3) Also, to be eligible for award, offerors must provide pricing for Option Terms and/or Items, where applicable. In evaluating and assigning price points, option pricing shall be considered.
- (e) Section 5 – Exception to Solicitation and/or Contract Terms and Conditions (if any): See Section 5.6 above. Any Offeror form(s) requiring execution by the District shall be incorporated in the Offerors submittal documents.
- (f) Section 6 – Promotional Literature: This section should contain any promotional literature submitted for informational purposes only. Additional information, such as company brochures, may be included in the submittal

but should be provided as attachments to the offer, not part of the submittal text. Note: Unnecessarily elaborate offers or lengthy presentations are not desired.

5.9 Instructions for Submitting Offers

A. Submittal address: Mail or deliver proposals to

Lisa Harris, Contracts Specialist

Lakeland Area Mass Transit District, 1212 George Jenkins Blvd., Lakeland, FL 33815

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

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

C. Final Submission: Due Date and Required Copies

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

5.10 Evaluation of Offers and Selection Procedure

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

A. Evaluation Criteria

The U.S. General Accounting Office acknowledges broad agency discretion in selection; therefore, the integrated solution team evaluators and the source selection authority should expect to exercise good judgment. 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.

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

LAMTD has chosen to not rank-order the following evaluation criteria, and retains its broad discretion to determine the technical strengths and weaknesses of each proposal according to the following:

- (e) Quality and benefits of the solution, including quality of technology interfaces such as client web site portal.
- (f) Customer relations management structure.
- (g) Estimated rate of return on account sweeps and interest-bearing accounts.
- (h) Reasonableness of fees and charges regarding transactions listed in Exhibit B – Financial Statement.
- (i) Cost-benefit analysis of the following: treasury management options and recommendations, such as a MUNI-NOW vs. a traditional money-market account, various payroll service options and recommendations, and other items in the scope of work which involve LAMTD selecting among different solutions.
- (j) Management approach and controls
- (k) Management team (limited number of key personnel)

(l) Past performance (how well the contractor has performed)

(m) Past experience (what the contractor has done)

- B. Submittals by offerors that meet the minimum qualifications**, as stated throughout this solicitation, will be evaluated for award based on the following “technical” to “price” points. Total possible points that can be awarded are 1,000 and are broken down as follows:

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

<u>Criteria (see section 5.8-B above)</u>	<u>Weight</u>
(1) <u>Introduction and Submittals</u>	25 technical points
(2) <u>Qualifications of the Firm and/or Team</u>	250 technical points
(3) <u>Project Approach and/or Work Plan</u>	225 technical points
(4) <u>Price / Fee / Rate</u>	500 price points

- C. The District Source Evaluation Committee (SEC)** members may be comprised of qualified District staff and/or other entities’ personnel if found necessary by the District. The selection process will utilize the "Evaluation Criteria" set forth below and in accordance with the District’s applicable policies and procedures. The Committee shall evaluate and score technical offers deemed responsive and that have met the minimum requirements set forth within the solicitation.

(a) Technical proposals may be determined to be “Acceptable”, “Potentially Acceptable” (that is, susceptible of being made “Acceptable”), or “Unacceptable”. Technical proposals evaluated as technically “Unacceptable” shall be rejected and will receive no further consideration for award.

(b) The Contracting Officer shall evaluate prices for offers determined to be “Acceptable” or “Potentially Acceptable”. After completing this evaluation, the Contracting Officer may:

(1) Proceed directly to award a contract based on the total scores received; or

(2) Seek clarifications and/or request the remaining offerors to make oral presentations concerning their technical proposals. If oral presentations are required, the Contracting Officer will establish the specific criteria and parameters for oral presentations. Oral presentations shall be used to clarify written proposals and shall not be evaluated. The Contracting Officer may then proceed directly to award a contract; or

(3) Determine which of the remaining offers are within the competitive range, based on technical and/or price proposals, and allow the top ranked firms (short list) to participate in further discussions or negotiation. At the conclusion of discussions, the Contracting Officer may request “best and final offers” be submitted within a specified timeframe. If an offeror chooses not to submit a best and final offer, its initial proposal (including price) will be considered its “best and final offer.” The Contracting Officer and/or the SEC will evaluate the best and final offers and award based upon the total points for both the technical and price components of each best and final offer.

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

- D. Competitive Ranges:** In accordance with Section 15, of the Federal Acquisition Regulations, a competitive range may be established as part of the evaluation criteria; submittals with exceptionally high or low pricing and/or overall technical and price scores or ranking, may be rejected on this basis and given no further consideration.

- E. All or None Pricing** The line item unit price(s) must include all costs that the offeror intends to recover, such as, but not limited to supervision, labor, equipment, materials, vehicle pickup and return, financing, carrying charges, and all other such charges to accommodate the services and/or delivery requirements.

(a) Failure of an offeror to provide prices for all line items listed on the Schedule, or the required elements within a Schedule of Values, shall be cause for rejection of the entire offer. However, an offeror may enter “No Cost” in the unit price and extended amount columns to indicate that the item is being offered at “No Cost.”

- (b) Offerors are hereby reminded that item descriptions in the Schedule are not intended as complete descriptions of the required supplies and/or services to be purchased under this solicitation. Complete descriptions are provided in the Specifications and/or Statement of Work exhibits in this solicitation document.
- (c) In some circumstances Offerors may be requested to compile a self-generated price schedule. In these instances, firms are required to list all items and/or services for which they intend to be compensated. Additionally, firms are encouraged to list items and/or services provided of which they offer at "No Cost" to firmly demonstrate best value pricing.
- (d) The District reserves the right to reject offers that are materially unbalanced, i.e., that contain unreasonably high unit prices for some items and/or unreasonably low unit prices for other items.

F. Examination of Bid Documents: The District shall have the right to examine and review the Contractor's estimating documents used in preparing its bid as necessary to aid in the District's evaluation of bids. Within two (2) days of the Contracting Officer's request, the bidder shall make available for inspection its estimating documents used in preparation of its bid. Estimating documents shall include all of the following:

- (1) clearly itemized estimated costs of performing the work,
- (2) easy identification of design vs. construction or implementation costs (if applicable),
- (3) assumptions used to determine crew sizes and productivity rates, any quotations received from subcontractors, or suppliers, memoranda, narratives, and reports used to develop the price,
- (4) a breakdown of costs into categories such as direct labor, equipment, materials and supplies
- (5) overhead rates for the prime contractor and each subcontractor,
- (6) fees allocated to each subcontractor,
- (7) contingency and risk allocations, and
- (8) all other significant assumptions or factors used to develop the price.

G. The District reserves the right to investigate the qualifications of all offerors under consideration, to confirm any part of the information furnished by an offeror, and/or to require other evidence of managerial, financial, or technical capabilities that are considered necessary for the successful performance of work under a resulting contract.

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

5.11 Evaluation of Option Pricing

A. The District shall evaluate offers by including the total price for the Base Term with Optional Line Items together with the Optional Term and Optional Schedule Line Items under each and where applicable; however, the Optional Term and Optional Schedule Line Items may not necessarily be exercised under the contract.

B. The offeror must demonstrate the financial capacity to support their ability to provide services on a reimbursement basis.

5.12 Oral Presentations

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

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

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

5.13 Negotiations

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

5.14 Right of Rejection

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

5.15 Contract Award

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

5.16 Contract Documents. For the purposes of this Contract, the following documents are collectively referred to herein as the "Contract Documents":

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

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

5.17 Availability of Funds

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

5.18 Contractual Provisions

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

The form of contract that the District intends to use for award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the offer submittal and with exceptions clearly noted. The District has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion. The District may require the successful

Proposer to insert certain provisions in all subcontracts issued pursuant to the Contract. The applicable provisions are contained in the exhibit or attachment to this solicitation.

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

5.19 USDOT/FTA/FDOT Concurrence for Contract Award

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

5.20 Affidavits/Acknowledgements

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

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

SECTION 6.0 – AFFIDAVITS/ACKNOWLEDGEMENTS

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THE AFFIDAVITS, ATTACHED HERETO, ARE A REQUIREMENT OF THE SOLICIATION AND MUST BE PROVIDED AS PART OF THE OFFERORS SUBMITTAL, UNLESS OTHERWISE INSTRUCTED. NON-COMPLIANCE SHALL RENDER THE OFFEROR AS NON-RESPONSIVE AND NO FURTHER CONSIDERATION FOR AWARD WILL BE GIVEN.

FORM A – COVER PAGE:

Name of firm, entity, or organization

FEIN

Mailing Address

City

State

Zip

Name and title of contact person

Name and title of authorized signatory

Telephone number and Email address

Telephone number and Email address

Organizational Type: ____ Corporation, ____ Partnership, ____ Proprietorship, ____ Joint Venture, Other _____

Date Incorporated/Organized: _____

State Incorporated/Organized: _____

Offeror's primary type of business: _____

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

Type of License	State Agency to contact for verification	License/Certification Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

Name of your principle financial institution (e.g., commercial bank account provider) for financial responsibility check.

Bank Name

(_____)
Telephone Number

Bank Address

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

Offeror's Authorized Signatory:

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

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

Authorized Signature

Date

Print Name

Title

[END OF FORM A]

FORM B – BUSINESS INFORMATION:

Mark the appropriate designation with an "X"

B.01. 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.

B.02. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A. The Proposer represents, as part of its offer, that it ☐ Is or ☐ Is not a

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. 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.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

☐ Has or ☐ Has not Employed or retained any company or persons to solicit or obtain this contract, and

☐ Has or ☐ 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 LAMTD is or will be interested or benefited directly or indirectly in this Contract.

B.05. COVENANT AGAINST GRATUITIES

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

B.06. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

The Proposer represents, as part of its offer, that it ☐ Has or ☐ 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

The Proposer represents, as part of its offer, that it has a workforce of _____ (number of) employees, and it

☐ Has developed and has on file or ☐ Has not developed and does not have on file, at each establishment, a affirmative action program, as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or it

☐ **Has** or ☐ **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

The Proposer represents, as part of its offer, that it ☐ **Is** or ☐ **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.

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

FEIN

Main Office Mailing Address

City

State

Zip

B.09. CERTIFICATION ON NON-SEGREGATED FACILITIES

A. By the submission of this offer, the Proposer certifies that it does not and will not maintain or provide for its employees any segregated facilities. Not at any of its establishments and that it does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

B. The Proposer agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the contract. As used in this certification, the term "segregated facilities" means: waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, work and or entertainment facilities that are segregated by explicit directive or are in fact segregated based on race, color, religion or nation origin, because of habit, local custom or otherwise.

C. Proposer further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific times) Proposer will:

1. Obtain identical certifications from proposed subcontractors before the award of subcontract under which the subcontractor will be subject to the Equal Opportunity Clause.
2. Retain such certifications in its files; and forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific times).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

D. 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.010. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

A. By submission of this offer, the Proposer certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor.
2. Unless otherwise required by law, the prices quoted in this offer, have not been knowingly disclosed by the Proposer. The Proposer before the opening (in the case of an advertised procurement) or prior to award (in the case of a negotiated procurement) will not knowingly disclose it either directly or indirectly to any other Proposer or to any competitor.
3. No attempt made or will be made by the Proposer to induce any other person or firm to submit or not to submit an offer, or to restrict competition.

B. Each person signing this offer certifies that:

- 1.** He or she is the person in the Proposer's organization responsible within that organization for the decision as to the prices offered herein and that he/she has not participated, and will not participate, in any action contrary to A.1. through A.3 above or
- 2.** He or she is not the person in the Proposer's organization responsible within that organization for the decision as to the prices offered herein but that they are authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to A.1. through A.3 above, and as their agent does hereby so certify.

B.011. CLEAN AIR AND WATER CERTIFICATION

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

B.012. EPA VIOLATING FACILITY(IES)

The Proposer represents, as part of its offer, that any facility to be used in the performance of this proposed contract

☐ **Is** or ☐ **Is not on the EPA List of Violating Facilities**

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.013. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (PRIME)

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, as the Prime Contractor,

☐ **Are** or ☐ **Are not** presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts by any Federal department or agency or by LAMTD;

☐ **Have** or ☐ **Have 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

☐ **Are** or ☐ **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

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

B. The Proposer shall provide immediate written notice to the Contract Administrator, if, at any time before contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous due to changed circumstances.

C. Where the Proposer is unable to certify that positively to any of the statements in this certification, the Proposer shall attach an explanation to this offer. A certification that any of the items in subparagraph A of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification may be considered in determining the Proposer responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contract Administrator may render the offeror unresponsive

D. Nothing contained in the foregoing construed to require establishment of a system of records in order to render, in good faith, the certification required by subparagraph A of this provision. The knowledge and information of a Proposer is not required to exceed that which a prudent person in the ordinary course of business normally possess.

E. The certification in subparagraph A of this provision is a material representation of fact upon which reliance placed when making award if it is later determined that the Proposer knowingly rendered an erroneous certification. In addition to other remedies available to LAMTD or the Federal Government or any of its departments or agencies, the Contract Administrator may end the contract resulting from this solicitation for default.

F. The Proposer further agrees by submitting the offer that it will include the following clause, without modification, in all subcontracts and in all solicitations for subcontract:

G. The following information is required in order for the agency to determine whether your firm is maintaining the appropriate financial controls necessary to safeguard the public's interest.

The name of your financial accounting software is: _____.

Provided by [insert vendor name]:_____.

B.014. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (SUB)

A. In accordance with the provisions of 49 CFR Part 29 and the certification instructions contained therein, the prospective subcontractor certifies, by submission of this offer that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency or by the District.

B. 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 Firm: _____

Authorized Signature

Date

Print Name

Title

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

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

[END OF FORM B]

FORM C – DISPUTES DISCLOSURE:

Mark the appropriate designation with an "X"

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 or ☐ 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 or ☐ 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 or ☐ 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.

Name of Firm: _____

Authorized Signature

Date

Print Name

Title

Notary:

State of: _____

County of: _____

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 20____,

By the individual noted above who is _____ personally known or _____ has produced the following identification.

Form of ID

Notary Public

My commission expires: [seal]

[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 _____ of
Name of Authorized Agent Title

(Name of Firm) _____ ("Affiant"), who after first being
duly sworn, deposed and stated the following:

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

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 20____,

By the individual noted above who is _____ personally known or _____ has produced the following identification.

Form of ID

Notary Public

My commission expires: [seal]

[END OF FORM D]

FORM E – ELIGIBLE CONTRACTOR CERTIFICATION:

The (Name of Firm)_____ hereby certifies that it

☐ **Is** or ☐ **Is Not** 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:

1. 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).

2. 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).

3. Unauthorized Alien(s)

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

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

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

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

Authorized Signature

Date

Print Name

Title

Mailing Address

City

State

Zip

[END OF FORM E]

FORM F – AFFIDAVIT OF NONCOLLUSION:

State of: _____

County of: _____

Before me, the undersigned authority duly authorized in the state and county, aforesaid, to take acknowledgments,

personally appeared _____, as _____ of
Name of Authorized Agent Title

(Name of Firm) _____ ("Affiant"), who after first being
duly sworn, deposed and stated the following:

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

Name of firm, entity, or organization

FEIN

Authorized Signature

Date

Print Name

Title

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 20____,

By the individual noted above who is _____ personally known or _____ has produced the following identification.

Form of ID

Notary Public

My commission expires: [seal]

[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:

1. 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.
2. 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.
3. 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 1.
4. Notifying the employee in the statement required by paragraph (1) 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.
5. Notifying the District within ten (10) days after receiving notice under paragraph 4 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 (4) with respect to any employee so convicted:
6. Taking appropriate personnel action against such an employee, up to and including termination. Requiring such an employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by Federal, State or local health, law enforcement, or other appropriate agency.

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

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 of firm, entity, or organization

Authorized Signature

Date

Print Name

Title

Mailing Address

City

State

Zip

[END OF FORM G]

FORM H –CERTIFICATION OF RESTRICTIONS ON LOBBYING:

The undersigned certifies, to the best of his or her 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

5. The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation. Applicable Federal Clauses when

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.

Authorized Signature

Date

Print Name

Title

[END OF FORM H]

FORM H(a) – DISCLOSURE OF LOBBYING ACTIVITIES

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

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

FORM H(b) – DISCLOSURE OF LOBBYING ACTIVITIES INSTRUCTIONS

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

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

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

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

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

FORM J – DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROVISIONS

The District's FY19 and FY20 DBE Goal is 2%. The District supports and encourages DBE certified firms to participate in the proposal process; the District DBE Program goal is 4% of total contract expenditures. The District only recognizes DBE status based on whether the firm has attained certification from the Florida Department of Transportation Unified Certification Program (UCP).

1. DBE GOAL

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

2. POLICY STATEMENT

The District has established an overall agency goal of 4% participation by certified Disadvantaged Business Enterprises (DBEs) in procurements of all goods and services. All businesses to be considered DBEs for the purposes of achieving this goal must provide with its proposal a current certification.

3. BANKS AND FINANCIAL INSTITUTIONS

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

4. DIRECTORY OF DBE'S

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

Authorized Signature

Date

Print Name

Title

[END OF FORM J]

FORM K – STATEMENT OF INSURANCE COMPLIANCE

1. Before performing any contract work, the successful Proposer shall procure and maintain, during the life of the contract, unless otherwise specified, insurance determined by the District. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "A-Excellent: FSC VII".
2. The following amounts and types of insurance are the minimum requirements of the contractor. The required policies of insurance shall be performable in Polk County, Florida, and shall be construed in accordance with the laws of the State of Florida.
3. No work shall commence under the Contract unless and until the required Certificates of Insurance are in effect.
4. Except for workers' compensation coverage and professional liability coverage, the contractor's policies shall be endorsed to name Lakeland Area Mass Transit District as an additional insured to the extent of the District's interests arising from this agreement, contract or lease. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws.
5. The contractor's deductibles/self-insurance retentions shall be disclosed to the District and may be disapproved by the District. They shall be reduced or eliminated at the option of the District. The contractor is responsible for the amount of any deductibles or self-insurance retention.
6. Insurance required of the contractor shall be considered primary, and insurance or self-insurance retention of the District shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the District, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

In addition, the policy(ies) must include:

- A. Employers' Liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident.
- B. 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.
- C. 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.
- D. Errors and Omissions coverage not less than \$1,000,000.

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

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

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

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

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

STATEMENT OF INSURANCE COMPLIANCE

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

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

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

Name of Firm: _____

Authorized Signature

Date

Print Name

Title

[END OF FORM K]

FORM L – EQUAL EMPLOYMENT OPPORTUNITY STATEMENT OF CERTIFICATION

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

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

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

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

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

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

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

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

The undersigned hereby certifies acceptance of the above.

Authorized Signature

Date

Print Name

Title

[END OF FORM L]

FORM M – PROPOSER - QUALIFICATION QUESTIONNAIRE

Part A: Experience and Performance:

Please provide the following information, along with your proposal for no less than three (3) and no more than five (5) project completed within the last three (3) years: *use additional pages if necessary:*

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

Soliciting Company's Name: _____

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

Project Manager: _____ Telephone Number: _____

Email Address: _____

Project size: \$ _____ If Construction - gross S.F.: _____

Firm's responsibility on the project: _____

Project Start Date: _____ Project Completion or Anticipated Completion Date: _____

Was the project completed on-time: yes _____ no _____

Key staff involved on this project:

Key Professionals Name:	Responsibility:
_____	_____
_____	_____
_____	_____

Part B: Sub-contractors:

List sub-contractors that typically work with your firm, that you would solicit for bids or provide subcontracting opportunities, based on the Scope of Work outlined in Section 2 (e.g., plumber, electrician, roofing, etc) *use additional pages if necessary:*

Skill Set	Sub-Contractor	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[END OF FORM M]

FORM N – TRADE SECRET/CONFIDENTIAL/PROPRIETARY INFORMATION REQUESTS

Instructions: The special and standard terms and conditions contained in this solicitation, explaining this subject matter, apply. In addition to those terms outlined in Section 3, you must mark the section you are requesting to be withheld from a public records request within the proposal itself and by filling out this form and attaching it to your other required forms. Blanket statements or page footnotes request non-disclosure will be rejected. Cost/price or fee information you provide to the agency is always subject to full public disclosure.

Check ONE:

_____ My proposal DOES NOT contain and trade secret/confidential or proprietary information.

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

Request No.1 – Proposal Page _____, Section Number _____, Paragraph _____

Citing Florida Statute Number: _____

Explanation: _____

Request No.2 – Proposal Page _____, Section Number _____, Paragraph _____

Citing Florida Statute Number: _____

Explanation: _____

Request No.3 – Proposal Page _____, Section Number _____, Paragraph _____

Citing Florida Statute Number: _____

Explanation: _____

[END OF FORM N]

ATTACHMENT 1 – LAMTD REQUIRED FEDERAL CLAUSE RIDER

LAKELAND AREA MASS TRANSIT DISTRICT Required Federal Contract Clause Rider

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

PAYMENT: The District agrees to pay the Contractor for the Services the amount provided in the Scope of Services.

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

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

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

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

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

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.

CONTRACTOR'S OBLIGATIONS: The Contractor shall, for the consideration set forth herein, and at its sole cost and expense, as an

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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.

ACCESS TO RECORDS AND REPORTS:

1. 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.

2. In accordance with 49 C.F.R. 633.17, Contractor agrees to provide the District, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites 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. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the District enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the District, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. In accordance with 49 U.S.C. 5325(a) when entering into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the District, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Purchaser, 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. Reference 49 CFR 18.39(i)(11).

7. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

8. 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.

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.

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.

NON-DISCRIMINATION/CIVIL RIGHTS REQUIREMENTS:

Under this Agreement, the Contractor shall, at all times, comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

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:

3. **Race, Color, Creed, National Origin, Sex** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

4. **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human

Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

5. **Disabilities**. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

6. 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.

DISADVANTAGED BUSINESS ENTERPRISES:

1. 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 4%. A separate contract commitment for DBE participation has been established for this procurement.

2. 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)).

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

- (a) The names and addresses of DBE firms that will participate in this contract;
- (b) A description of the work each DBE will perform;
- (c) The dollar amount of the participation of each DBE firm participating;
- (d) Written documentation of the bidder/offeree's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
- (e) Written confirmation from the DBE that it is participating in the contract as provided in the prime Contractor's commitment; and
- (f) If the contract goal is not met, evidence of good faith efforts to do so. The Contractor has presented the information required above as a matter of responsiveness with initial proposals prior to contract award (see 49 CFR 26.53(3)).

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

5. 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.

6. 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.

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.

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 and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

AMERICANS WITH DISABILITIES ACT:

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and the following regulations and any amendments thereto:

U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 39; Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 36; DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 C.F.R. Part 101-10; Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

TERMINATION:

Termination / Default by Contractor.

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

remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by the District shall not limit the District's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

If it is later determined that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the District, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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

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

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

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

MISCELLANEOUS:

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

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

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

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

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

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

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

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

Contract to enforce this Contract or any rights or liabilities arising out of the terms of this Contract.

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

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

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.

SUSPENSION AND DEBARMENT:

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

1. The contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.
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.

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.

ATTACHMENT 2 - LAKELAND AREA MASS TRANSIT DISTRICT STANDARD CONTRACT

BANKING SERVICES CONTRACT # FY-__

THIS AGREEMENT (hereinafter, the "**Contract**") is made as of the _____ day of _____ 2019 (the "**Effective Date**") by and between:

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

and

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

W I T N E S S E T H:

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

WHEREAS, the District desires to obtain goods and/or services (collectively, the "**Services**"), according to the requirements in the Request for Proposal # 20-001 (hereinafter referred to as the "**Solicitation**") and as further described herein; and

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

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

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

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

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

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

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

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

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

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

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

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

(b) **Required Approved Task/Work Orders and Notice to Proceed.** The Contractor shall not proceed with any work required under this Contract without a written notice to proceed from the District (hereinafter referred to as a "Notice to Proceed"), which may constitute provision of a signed contract/task work order to the Contractor. Proposed task orders drafted by the Contractor shall be requested by the District, and there is

no minimum number of tasks that the District is obligated to request. Each task order shall detail the scope of work, products used, assigned staff, including the project manager, any subcontractors, schedule of performance, and cost detail for each of the foregoing items. Any work performed or expenses incurred by the Contractor prior to receipt of a Notice to Proceed shall be entirely at the Contractor's risk.

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

In-Definite Delivery, In-Definite Quantity with a Firm, fixed unit price

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

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

6. TERM.

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

(b) Option Term. The District shall have the option to extend this Contract by a supplemental agreement signed by the parties for **1** renewal terms of **24** months, under the terms and conditions set forth in the Contract Documents. The District may extend a supplemental agreement to the Contractor to exercise the option term, if it is in the best interests of the District, for up to 180 after the expiration of the initial term. The Contractor must accept or reject in writing the supplemental agreement within 30 days following receipt of the supplemental agreement.

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

7. PAYMENT.

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

(b) Maximum Contract Amount. In any event, the total amount to be paid by the District pursuant to any Contract Work or Task Orders under this Contract for the

Services shall not exceed **\$15,000** (hereinafter referred to as the "Not to Exceed Amount") without the further written agreement of the District.

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

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

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

(f) Subcontractors. In the event the Contractor is utilizing any subcontractors for the furnishing of Services under this agreement, preapproval by the District shall be required prior to engaging the subcontractor in any work pursuant to this Contract. The Contractor reserves the right to subcontract freely. In the event the Contractor does subcontract any Services, it shall remain fully responsible for the performance of all obligations pursuant to the Contract Documents including those performed by such subcontractor. For purposes of clarify, the Contractor does not consider an arrangement with a third party under which the third party assists the Contractor in providing services or products which are not specific to the District to be a subcontract for purposes of the Contract Documents.

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 industry standard of care, skill and diligence exercised by similarly situated banks.

(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, to the extent applicable.

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

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

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

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

9. NON-DISCRIMINATION/CIVIL RIGHTS REQUIREMENTS.

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section

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

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

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

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

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

applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and the following regulations and any amendments thereto:

- A) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- C) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 39;
- D) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 36;
- E) DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- F) General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 C.F.R. Part 101-10;
- G) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- H) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- I) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

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

10. TERMINATION. Default by the Contractor.

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

its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by the District shall not limit the District's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

(a) Termination by the District for Convenience.

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

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

(c) Remedies for Default by the 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.

(d) Termination by the Contractor. The Contractor may, in its sole and absolute discretion, by written notice of default to the District, terminate all or any part of this Contract if the District fails to perform any of its obligations described herein, within the time specified herein or any extension thereof, including without limitation, payment for Services and does not cure such failure within a period of ten (10) days after receipt of notice from the Contractor specifying such failure. In the event that the Contractor elects to waive its remedies for any breach by the District of any covenant, term or condition of this Contract, such waiver by the Contractor shall not limit the Contractor's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract. This Contract may also be

terminated by the Contractor in its absolute discretion, in whole or in part, upon [180] days notice to the District.

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

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

- (a)** The Contractor's primary point of contact for daily operations, or project manager, regarding the Services pursuant to this Contract is: David Persaud, CFO and Project Mgr. (name)
- (b)** 1212 George Jenkins Blvd., Lakeland, FL 33815,
863-688-7433 (phone),
DPersaud@ridecitrus.com (e-mail).
The District reserves the right to require the Contractor to assign a new staff member to manage the project at the District's sole discretion, should progress completing performance under this contract become unsatisfactory.

- (c) The Contractor's primary point of contact for legal notice and authority to modify or act under this Contract, is: Lisa Harris, Contract Specialist, 1212 George Jenkins Blvd., Lakeland, FL 33815 863-327-1314 (phone), lharris@ridecitrus.com (e-mail).
- (d) 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.
- (e) As of the date hereof, the District designates Lisa Harris, Contract Specialist (the "Contracting Officer"), (863) 327-1314, 1212 George Jenkins Blvd., Lakeland FL 33815, as the primary point of contact for issues pertaining to contractual changes, modifications and overall Contractor performance.
- (f) The District and the Contractor may change its own staff designations upon written notice to the other party. The designated District staff member shall not have the authority to modify this Contract except in accordance with applicable rules and regulations, including, but not limited to the District's Policies and Procedures. Notwithstanding anything herein to the contrary, no such change, modification or amendment shall be valid or binding upon the District, if the authorizing representative of the District executing such instrument has exceeded its authority, pursuant to the applicable District Policies and Procedures.

13. MISCELLANEOUS.

- (a) **Captions and Headings.** The captions and headings provided herein are for convenience of reference only and are not intended to be used in construing the terms and provisions hereof.
- (b) **Number and Gender.** Whenever herein the singular or plural is used the same shall include the other where appropriate. Words of any gender shall include all genders when the context so requires.
- (c) **Multiple Counterparts.** This Contract may be executed in a number of identical counterparts each of which is an original and all of which constitute collectively one agreement. In making proof of this Contract in any legal action, it shall not be necessary to produce or account for more than one such counterpart.
- (d) **Attorney Fees.** In the event of any legal action, including arbitration proceedings, seeking enforcement of this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and the costs of such proceedings from the other party, including without limitation fees and costs associated with any trial, appellate or bankruptcy proceeding.
- (e) **Waiver Of Jury Trial.** EACH PARTY HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND

WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE CONTRACT DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.

- (f) **Assignment.** The District has selected the Contractor to render the Services based in substantial part on the personal qualifications of the Contractor; as such, the Contractor may not assign or transfer any right or obligation of this Contract in whole or in part, without the prior written consent of the District, which consent may be granted or withheld in the sole discretion of the District. The Contractor may utilize subcontractors as otherwise permitted and provided in the Contract Documents. Any assignment or transfer of any obligation under this Contract without the prior written consent of the District shall be void *ab initio*, and shall not release the Contractor from any liability or obligation under the Contract, or cause any such liability or obligation to be reduced to a secondary liability or obligation.
- (g) **Survival and Severability.** Should any provision of this Contract be determined to be illegal or in conflict with any laws of the State of Florida or the Federal government, the validity of the remaining provisions shall not be impaired.
- (h) **No Third-Party Beneficiary.** It is specifically agreed that this Contract is not intended by any of the provisions of any part of this Contract to establish in favor of any other party, the public or any member thereof, the rights of a third-party beneficiary hereunder, or to create or authorize any private right of action by any person or entity not a signatory to this Contract to enforce this Contract or any rights or liabilities arising out of the terms of this Contract.

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

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

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

17. ACCESS TO RECORDS AND REPORTS. In accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the District, the Federal Transit Administration (FTA) Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or the FTA Administrator's authorized representatives including any PMO Contractor access to Contractor's records and construction sites (if any) pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. In accordance with 49 CFR 18.39(i)(11), the Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than seven years or fifteen years should the Contract involves the performance of capital improvements¹, 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 Florida Statutes 119 and 257, et seq.

(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.

26. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49

CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

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

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

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

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

29. NO OBLIGATION BY THE FEDERAL GOVERNMENT.

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

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

30. DISADVANTAGED BUSINESS ENTERPRISES.

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

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

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

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeree's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so. The Contractor has presented the information required above as a matter of responsiveness with initial proposals prior to contract award (see 49 CFR 26.53(3)).

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

e) The Contractor is required to pay its DBE subcontractors performing work related to this contract

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

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

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

32. UNDOCUMENTED WORKERS. This Contract shall be immediately terminated for cause according to Section 10 should the Contractor, after exhausting its right to appeals, be found liable or guilty by any state or federal

authority concerning violations of any immigration employment laws or regulations, if the violation involved labor connected to the performance of this contract.

33. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). Contractor shall not use or disclose Protected Health Information in violation of the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501).

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

35 [Reserved]

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

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

Lakeland Area Mass Transit District

[firm]

By: _____

By: _____

Name: Tom Philips
Title: Executive Director

Title: _____

Date: _____

Date: _____

[Exhibits Follow Next Page]

3 Year Base Term - Price Schedule

The line item unit price(s) must include all costs that the offeror intends to recover, such as, but not limited to: supervision, labor, equipment, materials, financing, carrying charges, and all other such charges to accommodate the supplies/services and delivery requirements, all overhead and fee or profit.

No price adjustments will be made, unless specifically provided for by an additional provision included in this contract.

Lot 1 - General Account Services

Line Item	AFP Code	Description of Supply/Service	Estimated Monthly Volume	Unit Price	Extended Price
Lot - 1	1 01 0000	Monthly Account Maintenance	2	\$	\$ 0
	2 01 0101	Credits Posted	70	\$	\$ 0
	3 01 0100	Debits Posted	37	\$	\$ 0
	4 01 0101	Desktop Deposit Credit Posted	25	\$	\$ 0
	5 01 9999	Non Acct Holder Chk Cashing-Full	5	\$	\$ 0
	6 01 0020	Zero Balance Master Account Maint	1	\$	\$ 0
	7 01 0021	Zero Balance Monthly Base	1	\$	\$ 0
Total of Lot 1					\$ 0

Lot 2 - Depository Services

Line Item	AFP Code	Description of Supply/Service	Estimated Monthly Volume	Unit Price	Extended Price
Lot - 2	8 10 0100	Cash Vault Bag Dep Processing	66	\$	\$ 0
	9 10 0113	Cash Vault Coin Deposit-Std Bag	2	\$	\$ 0
	10 10 0199	Cash Vault Currency/Coin Deposited	40,633	\$	\$ 0
	11 10 0100	Cash Vault Monthly Base	1	\$	\$ 0
	12 10 0701	Cash Vault Trans Recap Rpt-Fax	1	\$	\$ 0
	13 10 0414	CEO Return Item Service Monthly Base	2	\$	\$ 0
	14 10 0410	CEO Return Item Subscription Per Acct	1	\$	\$ 0
	15 10 0410	CEO Return Item Subscription Per Acct	1	\$	\$ 0
	16 10 0224	Desktop Deposit-Non Servicing Bank Deposit Item	30	\$	\$ 0
	17 10 0220	Desktop Deposit-Servicing Bank Deposit Item	20	\$	\$ 0
	18 10 0401	Return Item Special Inst Monthly Base	1	\$	\$ 0
Total of Lot - 2					\$ 0

Lot 3 - Paper Disbursement Services

Line Item	AFP Code	Description of Supply/Service	Estimated Monthly Volume	Unit Price	Extended Price
Lot - 3	19 15 0100	ARP Checks Paid - Full Recon	75	\$	\$ 0
	20 15 0400	CEO Search	44	\$	\$ 0
	21 15 1352	Desktop Deposit Images Retrieved	9	\$	\$ 0
	22 15 0300	MICR Check Rejects Over 2%	10	\$	\$ 0
	23 15 1352	Online Image View < 90 Days - Item	1	\$	\$ 0
	24 15 0030	Positive Pay Monthly Base	1	\$	\$ 0
Total of Lot - 3					\$ 0

Lot 4 - Paper Disbursement Reconciliation Services

Line Item	AFP Code	Description of Supply/Service	Estimated Monthly Volume	Unit Price	Extended Price
Lot - 4	25 20 9999	ARP Aged Issue Records On File-Item	211	\$	\$ 0
	26 20 0201	ARP Full Recon - Item	19	\$	\$ 0
	27 20 0010	ARP Monthly Base - Full	1	\$	\$ 0

Lot - 4	28	20 0310	ARP Optional Reports	4	\$	\$	0
	29	20 0301	ARP Output - Transmission	1	\$	\$	0
	30	20 0200	ARP Register Input CEO - Item	1	\$	\$	0
	31	20 0305	ARP Statement Monthly Base CEO	1	\$	\$	0
	32	20 0100	Outgoing Transmission - Per Item	23	\$	\$	0
	Total of Lot - 4						\$
Lot 5 - General ACH Services							
Lot - 5	Line Item	AFP Code	Description of Supply/Service	Estimated Monthly Volume	Unit Price	Extended Price	
	33	25 1053	ACH CEO Fraud Filter Review - Item	1	\$	\$ 0	
	34	25 1050	ACH CEO Fraud Filter Review Monthly Base	1	\$	\$ 0	
	35	25 1050	ACH CEO Fraud Filter Review Monthly Base	1	\$	\$ 0	
	36	25 1050	ACH CEO Fraud Filter Stop Monthly Base	1	\$	\$ 0	
	37	25 1050	ACH CEO Fraud Filter Stop Monthly Base	1	\$	\$ 0	
	38	25 0400	ACH CEO Return Subscription-Account	1	\$	\$ 0	
	39	25 0400	ACH CEO Return Subscription-Account	1	\$	\$ 0	
	40	25 0703	ACH CEO Subscription - Account	6	\$	\$ 0	
	41	25 0703	ACH CEO Subscription - Account	6	\$	\$ 0	
	42	25 0000	ACH Monthly Base	1	\$	\$ 0	
	43	25 0302	ACH NOC - Info Reporting Advice	2	\$	\$ 0	
	44	25 0102	ACH One Day Item	476	\$	\$ 0	
	45	25 0500	ACH Payments Online Batch Release	4	\$	\$ 0	
	46	25 0202	ACH Received Item	61	\$	\$ 0	
	47	05 0501	ACH Transmission Charge	2	\$	\$ 0	
	48	25 0201	Electronic Credits Posted	47	\$	\$ 0	
	49	25 0000	Internet ACH Base Fee	1	\$	\$ 0	
	50	25 0102	Internet ACH One Day Item	8	\$	\$ 0	
	Total of Lot - 5						\$
Lot 6 - Wire & Other Funds Transfer Service							
Lot - 6	Line Item	AFP Code	Description of Supply/Service	Estimated Monthly Volume	Unit Price	Extended Price	
	51	35 0402	Wire Detail Rpt Subscription-Acct	3	\$	\$ 0	
	52	35 0402	Wire Detail Rpt Subscription-Acct	3	\$	\$ 0	
	53		Wire Service/Per Month		\$	\$ 0	
	54		Other (please specify)		\$	\$ 0	
Total of Lot - 6						\$	0
Lot 7 - Information Services							
Lot - 7	Line Item	AFP Code	Description of Supply/Service	Estimated Monthly Volume	Unit Price	Extended Price	
	55	40 02ZZ	CEO Event Messaging Service - Email	50	\$	\$ 0	
	56	40 0003	CEO Intraday Subscription Monthly Base	2	\$	\$ 0	
	57	40 0003	CEO Intraday Subscription Monthly Base	2	\$	\$ 0	
	58	40 0001	CEO Prev Day Subscription Detl Item	257	\$	\$ 0	
	59	40 0000	CEO Prev Day Subscription Monthly Base	1	\$	\$ 0	
	60	40 0000	CEO Prev Day Subscription Monthly Base	1	\$	\$ 0	
	61	40 0000	CEO Prev Day Subscription Monthly Base	1	\$	\$ 0	
	62	40 0003	Desktop Deposit Report Monthly Base	1	\$	\$ 0	
	63	40 0003	Desktop Deposit Report Monthly Base	1	\$	\$ 0	
	64	40 0231	Desktop Deposit Report Per Item	50	\$	\$ 0	
	65	40 0800	Electronic Window Extended Stor 120	1,093	\$	\$ 0	
	Total of Lot - 7						\$

Lot 8 - Other Services						
	Line Item	AFP Code	Description of Supply/Service	Estimated Monthly Volume	Unit Price	Extended Price
Lot - 8	66		Stop Payment/Per Month	1	\$	\$ 0
	67		Image Item Retrieval/Per Image Pulled	30	\$	\$ 0
	68		Insufficient Funds Items	1	\$	\$ 0
	69		One-Time Implementation Fee	1	\$	\$ 0
	70		Other (please specify)		\$	\$ 0
	Total of Lot - 8					\$
Lot 9 - Earning Credits						
	Line Item	AFP Code	Description of Supply/Service	Estimated Monthly Volume	Unit Price	Extended Price
Lot - 9	71		Interest Earnings/per account		\$	\$ 0
	72				\$	\$ 0
	73				\$	\$ 0
	74				\$	\$ 0
	75				\$	\$ 0
	Total of Lot - 9					\$
Lot 10 - Optional Items						
	Line Item	AFP Code	Description of Supply/Service	Estimated Monthly Volume	Unit Price	Extended Price
Lot - 10	76		Credit Card Account		\$	\$ 0
	77				\$	\$ 0
	78				\$	\$ 0
	79				\$	\$ 0
	80				\$	\$ 0
	81				\$	\$ 0
	82				\$	\$ 0
	83				\$	\$ 0
	84				\$	\$ 0
	85				\$	\$ 0
	Total of Lot -10					\$
TOTAL BASE TERM PRICE [lots 1-9] + OPTIONAL ITEMS [lot 10] * 36 MONTHS					\$	0
IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED AGREES IF THIS OFFER IS ACCEPTED WITHIN 90 DAYS FROM QUOTE DUE DATE, TO FURNISH ANY OR ALL ITEMS FOR WHICH PRICES ARE OFFERED ABOVE AT THE PRICE (S) OFFERED, DELIVERED AT DESIGNATED POINT (S), WITHIN THE TIME PERIOD SPECIFIED.						
Name & Title of Offeror's Representative:			Signature & Date:			
_____ (Print or Type Name & Title)			_____ / / (Signature of Offeror's Representative) (Date)			
*CAUTION: A false statement in any offer submitted to the District may be a criminal OFFENSE.						

2 Year Option Term - Price Schedule

The line item unit price(s) must include all costs that the offeror intends to recover, such as, but not limited to: supervision, labor, equipment, materials, financing, carrying charges, and all other such charges to accommodate the supplies/services and delivery requirements, all overhead and fee or profit.

No price adjustments will be made, unless specifically provided for by an additional provision included in this contract.

Lot 1 - General Account Services

Line Item	AFP Code	Description of Supply/Service	Estimated Monthly Volume	Unit Price	Extended Price
Lot - 1	1 01 0000	Monthly Account Maintenance	2	\$	\$ 0
	2 01 0101	Credits Posted	70	\$	\$ 0
	3 01 0100	Debits Posted	37	\$	\$ 0
	4 01 0101	Desktop Deposit Credit Posted	25	\$	\$ 0
	5 01 9999	Non Acct Holder Chk Cashing-Full	5	\$	\$ 0
	6 01 0020	Zero Balance Master Account Maint	1	\$	\$ 0
	7 01 0021	Zero Balance Monthly Base	1	\$	\$ 0
Total of Lot 1					\$ 0

Lot 2 - Depository Services

Line Item	AFP Code	Description of Supply/Service	Estimated Monthly Volume	Unit Price	Extended Price
Lot - 2	8 10 0100	Cash Vault Bag Dep Processing	66	\$	\$ 0
	9 10 0113	Cash Vault Coin Deposit-Std Bag	2	\$	\$ 0
	10 10 0199	Cash Vault Currency/Coin Deposited	40,633	\$	\$ 0
	11 10 0100	Cash Vault Monthly Base	1	\$	\$ 0
	12 10 0701	Cash Vault Trans Recap Rpt-Fax	1	\$	\$ 0
	13 10 0414	CEO Return Item Service Monthly Base	2	\$	\$ 0
	14 10 0410	CEO Return Item Subscription Per Acct	1	\$	\$ 0
	15 10 0410	CEO Return Item Subscription Per Acct	1	\$	\$ 0
	16 10 0224	Desktop Deposit-Non Servicing Bank Deposit Item	30	\$	\$ 0
	17 10 0220	Desktop Deposit-Servicing Bank Deposit Item	20	\$	\$ 0
	18 10 0401	Return Item Special Inst Monthly Base	1	\$	\$ 0
Total of Lot - 2					\$ 0

Lot 3 - Paper Disbursement Services

Line Item	AFP Code	Description of Supply/Service	Estimated Monthly Volume	Unit Price	Extended Price
Lot - 3	19 15 0100	ARP Checks Paid - Full Recon	75	\$	\$ 0
	20 15 0400	CEO Search	44	\$	\$ 0
	21 15 1352	Desktop Deposit Images Retrieved	9	\$	\$ 0
	22 15 0300	MICR Check Rejects Over 2%	10	\$	\$ 0
	23 15 1352	Online Image View < 90 Days - Item	1	\$	\$ 0
	24 15 0030	Positive Pay Monthly Base	1	\$	\$ 0
Total of Lot - 3					\$ 0

Lot 4 - Paper Disbursement Reconciliation Services

Line Item	AFP Code	Description of Supply/Service	Estimated Monthly Volume	Unit Price	Extended Price
Lot - 4	25 20 9999	ARP Aged Issue Records On File-Item	211	\$	\$ 0
	26 20 0201	ARP Full Recon - Item	19	\$	\$ 0
	27 20 0010	ARP Monthly Base - Full	1	\$	\$ 0

Lot - 4	28	20 0310	ARP Optional Reports	4	\$	\$	0
	29	20 0301	ARP Output - Transmission	1	\$	\$	0
	30	20 0200	ARP Register Input CEO - Item	1	\$	\$	0
	31	20 0305	ARP Statement Monthly Base CEO	1	\$	\$	0
	32	20 0100	Outgoing Transmission - Per Item	23	\$	\$	0
	Total of Lot - 4						\$
Lot 5 - General ACH Services							
Lot - 5	Line Item	AFP Code	Description of Supply/Service	Estimated Monthly Volume	Unit Price	Extended Price	
	33	25 1053	ACH CEO Fraud Filter Review - Item	1	\$	\$ 0	
	34	25 1050	ACH CEO Fraud Filter Review Monthly Base	1	\$	\$ 0	
	35	25 1050	ACH CEO Fraud Filter Review Monthly Base	1	\$	\$ 0	
	36	25 1050	ACH CEO Fraud Filter Stop Monthly Base	1	\$	\$ 0	
	37	25 1050	ACH CEO Fraud Filter Stop Monthly Base	1	\$	\$ 0	
	38	25 0400	ACH CEO Return Subscription-Account	1	\$	\$ 0	
	39	25 0400	ACH CEO Return Subscription-Account	1	\$	\$ 0	
	40	25 0703	ACH CEO Subscription - Account	6	\$	\$ 0	
	41	25 0703	ACH CEO Subscription - Account	6	\$	\$ 0	
	42	25 0000	ACH Monthly Base	1	\$	\$ 0	
	43	25 0302	ACH NOC - Info Reporting Advice	2	\$	\$ 0	
	44	25 0102	ACH One Day Item	476	\$	\$ 0	
	45	25 0500	ACH Payments Online Batch Release	4	\$	\$ 0	
	46	25 0202	ACH Received Item	61	\$	\$ 0	
	47	05 0501	ACH Transmission Charge	2	\$	\$ 0	
	48	25 0201	Electronic Credits Posted	47	\$	\$ 0	
	49	25 0000	Internet ACH Base Fee	1	\$	\$ 0	
	50	25 0102	Internet ACH One Day Item	8	\$	\$ 0	
	Total of Lot - 5						\$
Lot 6 - Wire & Other Funds Transfer Service							
Lot - 6	Line Item	AFP Code	Description of Supply/Service	Estimated Monthly Volume	Unit Price	Extended Price	
	51	35 0402	Wire Detail Rpt Subscription-Acct	3	\$	\$ 0	
	52	35 0402	Wire Detail Rpt Subscription-Acct	3	\$	\$ 0	
	53		Wire Service/Per Month		\$	\$ 0	
	54		Other (please specify)		\$	\$ 0	
Total of Lot - 6						\$	0
Lot 7 - Information Services							
Lot - 7	Line Item	AFP Code	Description of Supply/Service	Estimated Monthly Volume	Unit Price	Extended Price	
	55	40 02ZZ	CEO Event Messaging Service - Email	50	\$	\$ 0	
	56	40 0003	CEO Intraday Subscription Monthly Base	2	\$	\$ 0	
	57	40 0003	CEO Intraday Subscription Monthly Base	2	\$	\$ 0	
	58	40 0001	CEO Prev Day Subscription Detl Item	257	\$	\$ 0	
	59	40 0000	CEO Prev Day Subscription Monthly Base	1	\$	\$ 0	
	60	40 0000	CEO Prev Day Subscription Monthly Base	1	\$	\$ 0	
	61	40 0000	CEO Prev Day Subscription Monthly Base	1	\$	\$ 0	
	62	40 0003	Desktop Deposit Report Monthly Base	1	\$	\$ 0	
	63	40 0003	Desktop Deposit Report Monthly Base	1	\$	\$ 0	
	64	40 0231	Desktop Deposit Report Per Item	50	\$	\$ 0	
	65	40 0800	Electronic Window Extended Stor 120	1,093	\$	\$ 0	
	Total of Lot - 7						\$

Lot 8 - Other Services						
	Line Item	AFP Code	Description of Supply/Service	Estimated Monthly Volume	Unit Price	Extended Price
Lot - 8	66		Stop Payment/Per Month	1	\$	\$ 0
	67		Image Item Retrieval/Per Image Pulled	30	\$	\$ 0
	68		Insufficient Funds Items	1	\$	\$ 0
	69		One-Time Implementation Fee	1	\$	\$ 0
	70		Other (please specify)		\$	\$ 0
	Total of Lot - 8					\$

Lot 9 - Earning Credits						
	Line Item	AFP Code	Description of Supply/Service	Estimated Monthly Volume	Unit Price	Extended Price
Lot - 9	71		Interest Earnings/per account		\$	\$ 0
	72				\$	\$ 0
	73				\$	\$ 0
	74				\$	\$ 0
	75				\$	\$ 0
	Total of Lot - 9					\$

Lot 10 - Optional Items						
	Line Item	AFP Code	Description of Supply/Service	Estimated Monthly Volume	Unit Price	Extended Price
Lot - 10	76		Credit Card Account		\$	\$ 0
	77				\$	\$ 0
	78				\$	\$ 0
	79				\$	\$ 0
	80				\$	\$ 0
	81				\$	\$ 0
	82				\$	\$ 0
	83				\$	\$ 0
	84				\$	\$ 0
	85				\$	\$ 0
	Total of Lot -10					\$
TOTAL OPTION TERM PRICE [lots 1-9] + OPTIONAL ITEMS [lot 10] * 24 MONTHS					\$	0

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED AGREES IF THIS OFFER IS ACCEPTED WITHIN 90 DAYS FROM QUOTE DUE DATE, TO FURNISH ANY OR ALL ITEMS FOR WHICH PRICES ARE OFFERED ABOVE AT THE PRICE (S) OFFERED, DELIVERED AT DESIGNATED POINT (S), WITHIN THE TIME PERIOD SPECIFIED.

Name & Title of Offeror's Representative:

(Print or Type Name & Title)

Signature & Date:

_____ / ____ / ____

(Signature of Offeror's Representative) (Date)

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