



LAKELAND AREA MASS TRANSIT DISTRICT

## INVITATION FOR BID (IFB)

**IFB#: 10-004**

### **“SECURITY GUARD SERVICE”**

**Issue Date: February 8, 2010**

For Information Contact:  
Cathy Zickefoose, Contract Specialist  
Lakeland Area Mass Transit District  
P.O. Box 1687  
Lakeland, FL 33802  
Phone: (863) 688-7433 ext 159  
E-mail: [czickefoose@ridecitrus.com](mailto:czickefoose@ridecitrus.com)

#### Important Instructions – Please Read.

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

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

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

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

**IMPORTANT CHECKLIST**

1. Please refer to the following checklist that will be used to verify responsiveness:

DESCRIPTION	SUBMIT WITH OFFER
Table of Contents	YES
Cover Letter	YES
A copy of your Company State of Florida License	YES
Statement of Bidders organization including resumes of key personnel proposed for work on this project	YES
Fully executed Appendix "A" Forms and Certifications (see Appendix "A: for required forms to be included)	YES

2. Please refer to the following checklist that will be used to analyze your bid. The items marked in "yes" are required.

	YES	NO
1. Price is firm, fixed and definite	X	
2. Bid is responsive to requirements of the solution	X	
3. Exceptions taken to any material term or condition of the solicitation		N/A
4. Bid is ambiguous		X
5. All amendments to solicitation acknowledged	X	
6. Bid signed in Blue Ink	X	
7. All material representations, bonds, guarantees and certifications completed	X	
8. All required information submitted	X	
9. Bid is not defective (for internal use only)		

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**LEGAL NOTICE**  
**LAKELAND AREA MASS TRANSIT DISTRICT**  
**INVITATION FOR BID (IFB) NO. 10-004/CZ**  
**“Security Guard Services”**

LAKELAND AREA MASS TRANSIT DISTRICT (LAMTD) requests interested parties submit Bids in response to the above referenced.

Scope of Work: The District is seeking bids from qualified firms interested in providing the Security Guard Services which will enhance the District's mission of providing a comprehensive transportation system at various locations within the District's service area in the State of Florida, Polk County. This is a two (2) base year with three (3) one year options to renew as described in the District's IFB #10-004. This solicitation calls for services of a "Security Services Contractor" in accordance with Chapter 493, Florida Statutes as that term is defined by the Department of Agriculture and Consumer Services Division of Licensing, Private Security Industry. Bidders must submit their bid in compliance to the minimum qualification requirements.

The District will receive bids at its Shipping and Receiving location, located at 1212 George Jenkins Blvd., Lakeland FL 33815 until 2:00 P.M., prevailing local time on February 24, 2010, at which time and place a formal bid opening will occur. Bids received after such time will not be opened and will be available to be picked up or returned at the bidder's expense.

Ordering Instructions: A copy of the subject bid may be obtained free of charge from the District's website at [www.ridecitrus.com](http://www.ridecitrus.com) (go to "business opportunities", then "current solicitations" to locate the solicitation in which you are interested), or through [www.demandstar.com](http://www.demandstar.com).

Pre-Bid Conference: A non-mandatory pre-bid conference and site visit will be held at 2:00 p.m. local time on February 15, 2010, at 1248 George Jenkins Blvd. Those in attendance must sign in at the reception lobby at the administrative office building at 1248 George Jenkins Blvd., Lakeland FL 33815 (Lakeland Industrial Park – Bldg. A) to obtain a temporary security badge. Bidders are strongly suggested to attend. This information session presents an opportunity for bidders to clarify any concerns regarding the BID requirements. The bidder is cautioned that, although the site visit/pre-bid conference is optional, no modification or any changes will be allowed in the bidder's pricing because of the failure of the bidder(s) to have visited the site or have attended the conference.

**Date Bid Due Date and Unsealing of Bids Public Meeting: February 24, 2010, 2:00 P.M. (local time)**

The District supports and encourages DBE certified firms to participate in the bidding process; the District's DBE Program goal is 10.46% of total contract expenditures. The District only recognizes DBE status based on whether the firm has attained certification from the Florida Department of Transportation Unified Certification Program (UCP).

The District reserves the right to postpone, to reject any and all bids, in whole or in part. All bidders must certify that they are not on state or federal lists of ineligible Contractors. All bids must remain in effect for sixty (90) days from the date of bid opening.

BY ORDER OF THE LAKELAND AREA MASS TRANSIT DISTRICT (LAMTD)

Norma Armstrong  
Manager, Procurement & Contracts

## **SEALED BID LABEL**

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

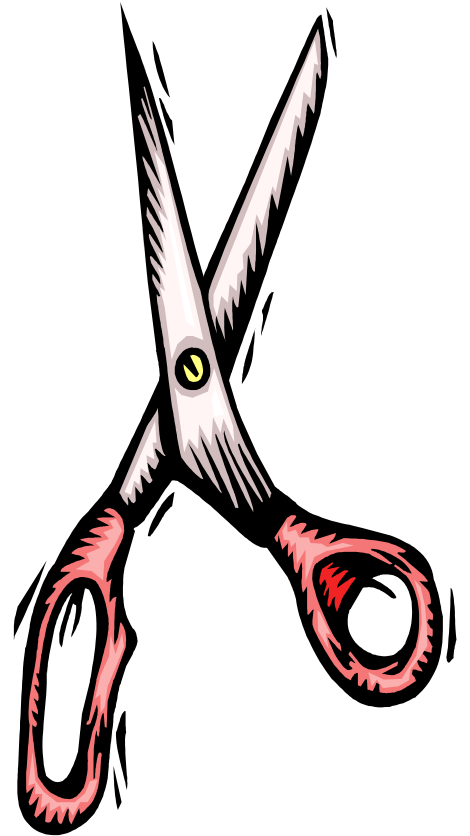
### **SEALED BID • DO NOT OPEN**

SEALED BID NO.: 10-004

IFB TITLE: Security Guard Services

DUE DATE/TIME: February 24, 2009/2:00pm Local

DELIVER TO:     Attn: Cathy Zickefoose  
                  Contract Specialist  
                  LAMTD  
                  1212 George Jenkins Blvd  
                  Shipping & Handling  
                  Lakeland, FL 33815



**BID SCHEDULE**  
**10-004**  
**“Security Guard Service”**

<b>ISSUANCE OF INVITATION FOR BIDS</b>	<b>2/8/2010</b>
<b>PRE-BID CONFERENCE and SITE VISIT</b>	<b>2/15/2010</b>
<b>WRITTEN QUESTIONS DUE BY</b>	<b>2/17/2010</b>
<b>DUE DATE FOR BIDS</b>	<b>2/24/2010</b>
<b>BID REVIEW/ANALYSIS BEGINS</b>	<b>2/25/2010</b>
<b>BOARD APPROVAL</b>	<b>3/9/2010</b>
<b>NOTICE OF AWARD ISSUED</b>	<b>TBD</b>
<b>NOTICE TO PROCEED</b>	<b>TBD</b>

**NOTE: The District reserves the right to make changes to the above-mentioned schedule. All such changes shall be made by an addenda to the solicitation. References to the time of day shall be prevailing local time, Lakeland, Florida.**

## **DEFINITIONS**

**BIDDER/OFFEROR:** the person, firm entity or organization submitting a response to this Solicitation.

**EXECUTION OF BID:** responding to the solicitation in accordance to requirements. Bid must contain a manual signature of an authorized representative in the space(s) provided in blue ink.

**SEALED BIDS:** All bids must be submitted in a sealed envelope. See Section 1, 1.04 C. Submission of Bids.

**NO BID FORM:** To qualify as a respondent, bidder must submit a bid or a NO BID and it must be received no later that the stated bid opening date and time.

**BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that their bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, shall be returned to the bidder unopened. Offers by telephone or facsimile cannot be accepted.

**PRICES, TERMS and PAYMENT:** All prices must be firm for the delivery schedule referenced herein. Bids qualifying a price in effect at time of shipment or other similar conditions will be considered not responsive to the bid invitation and will not be accepted. All costs associated with performance of the contract shall be inclusive of all associated costs, including but not limited to travel, overhead and etc. Bidder is requested to offer cash discount for prompt invoice payment. It is the policy of the District to make payments of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory acceptance of services or receipt of a correct invoice to Accounts Payables, whichever is later.

**TAXES:** The District is exempt from all Federal excise and State sales taxes. The state sales tax exemption number is also listed on The District's Purchase Orders. The District's State Sales Tax Exemption Number is: 85-8012614890C-8.

**MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

**SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.

**INVOICING AND PAYMENT:** Upon the successful completion and acceptance of services or commodities provided under this contract, the Contractor shall submit an original and three copies of an invoice to:

Lakeland Area Mass Transit District  
Attention: Accounts Payable  
PO Box 1687, Lakeland FL 33802

Invoices shall reference the contract number and purchase order number. Payments will be considered made when the District deposits the payment in the U.S. Mail.

**CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the District. Further, all bidders must disclose the name of any District employee who owns, directly or indirectly, any interest of ten percent (10%) or more of the bidder's firm or any of its branches. Form D in Appendix A is included in this bidding document.

**AWARD (S):** As the best interest of the District may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers, to reject any bids or waive any informality or technicality in bids received. Vendors who are awarded contracts may be asked to extend the same pricing and conditions to other entities. Each agency allowed by the vendor/contractor to use this contract shall do so independent of any other entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

**DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Manager of Procurement and Contracts shall be final and binding on both parties.

**LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder will in no way be cause for relief from responsibility.

**LIABILITY:** The vendor shall hold and save the District, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirement of the Purchase Order(s) which may result from this bid.

**PROTEST:** The District Purchasing Policy Manual, found at [www.ridecitrus.com](http://www.ridecitrus.com) defines the procedure that will be followed for a resolution of protest arising from the procurement process. The District reserves the right to waive any minor informalities or irregularities that do not prejudice other bidders submitting in response to any Invitation for Bid. Conditional Bids or those that take exception to the specifications may be considered non-responsive and may be rejected by the Manager of Procurement and Contracts.

## **DISTRICT POLICIES AND PROCEDURES**

1. The District is bound by statements made or information given during the procurement consideration and award process ONLY when such statements or information are written and executed under authority of the Manager of Procurement and Contracts or their designee.
2. No bidder or other third party shall gain rights by virtue of these policies and procedures or the application thereof, nor shall any bidder or third party have any standing to sue or cause of action arising herein.

## **PUBLIC ENTITY CRIME INFORMATION STATEMENT**

All Invitations For Bid (IFB) as defined by Section 287.012(11), Florida Statutes and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

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

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

## **BACKGROUND OF THE AGENCY**

LAMTD – the business name for the “Lakeland Area Mass Transit District”, has provided public transportation to the Polk County area since 1982. The District operations include: 51 fixed route buses, 16 paratransit demand response service vehicles, and ten support vehicles. Polk County is larger than the state of Rhode Island and equal in size to Delaware, and is situated along Interstate 4 between Orlando and Tampa. The total area of the county is approximately 2,010 square miles which makes it the fourth largest county in Florida, exceeded only by Dade, Palm Beach, and Collier counties. Polk County's total population estimate for 2005 was 541,840 (an increase of 12 percent from the 2000 U.S. Census count of 483,924). This represents an average annual growth rate of 2.4 percent or an average annual increase of 11,583 persons. Polk ranks as the eighth most populous of Florida's of 67 counties. Polk's total population is expected to grow to an estimated 587,600 by 2010 and 675,000 by 2020.

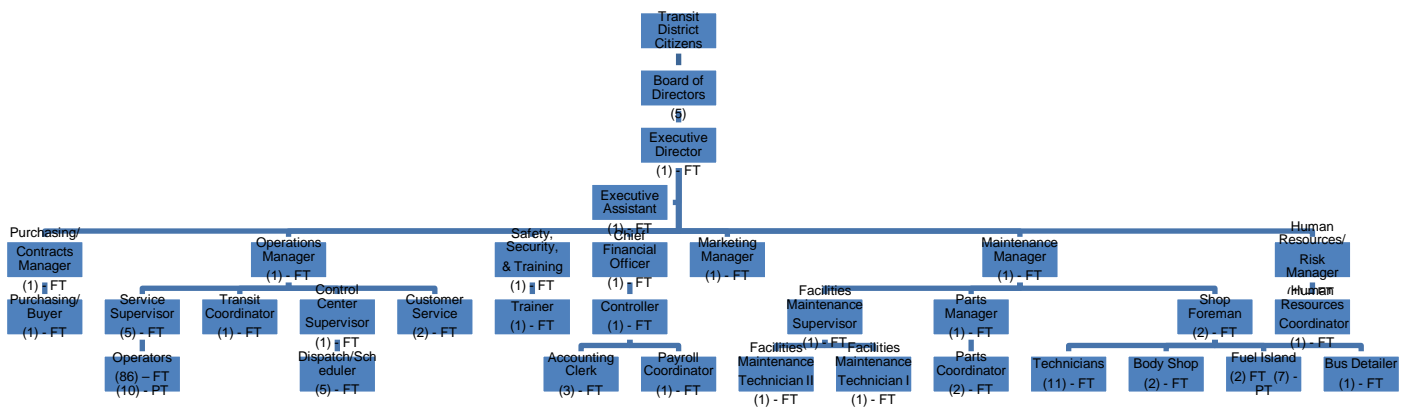
The agency's Board of Directors is composed of five members, who are sitting Polk County, Florida and City of Lakeland Commissioners.

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

A system map can be accessed at:

<http://ridecitrus.com/content/routes/LakelandMap.pdf>.

Agency Organizational Chart:



**END OF SECTION**

## **SECTION 1** **SPECIAL TERMS AND CONDITIONS**

### **1.01 IDENTIFICATION**

Bids are requested for “Security Guard Service” by The Lakeland Area Mass Transit District, hereinafter called the District, to be performed in compliance with the contract documents prepared by the District.

### **1.02 OFFICIAL BID DOCUMENTS**

#### **A. Definition**

Bidding documents include the advertisement for bid, instructions to bidders, bid form, other sample bidding and contract forms, and the proposed contract documents, including any Addenda issued prior to receipt of bids.

#### **B. Official Bid Documents**

The official bid documents, including specifications and bid form, are available by going to [www.ridecitrus.com](http://www.ridecitrus.com) and clicking on “Business Opportunities”, then “current solicitations” to locate the solicitation in which you are interested), or through [www.demandstar.com](http://www.demandstar.com).

It is recommended that interested bidders obtain the bid documents directly from the above sources prior to submitting a bid. This is necessary to assure that bidders have a complete official bid.

#### **C. Addenda**

Addenda will be posted at [www.ridecitrus.com](http://www.ridecitrus.com) and [www.demandstar.com](http://www.demandstar.com). All addenda issued during the time of bidding shall form a part of the contract documents, shall be covered in the bid, and shall become a part of the contract. Receipt of each addendum shall be acknowledged in the bid form; failure to do so may subject the bidder to disqualification. It shall be the bidder’s responsibility to ensure that they have received all addenda prior to bid opening. The owner or purchasing entity shall not be responsible for non-receipt or untimely receipt of addenda due to acts of the delivering agency or any other source.

### **1.03 EXAMINATION OF DOCUMENTS AND INSPECTION OF SITE**

Before submitting a bid, bidders will carefully examine the bidding documents and fully inform themselves of all existing conditions and limitations. Each bidder, by submitting their bid, represents that he/she has so examined the bidding documents, that he/she understands the provisions of the bidding documents and that he/she has familiarized himself/herself with the local conditions under which the work is to be performed. Bidders will not be given extra payment or contract time for conditions which could have been determined by such examinations

### **1.04 BIDDING PROCEDURE**

#### **A. Form of Bid**

1. Bidders shall provide with their bid the requested minimum required documentation that demonstrates their ability to satisfy the minimum qualification requirements (see 3.02 Minimum Qualifications). **Bidders who do not meet the minimum qualification requirement or who fail to provide supporting documentation will not be considered for award.**
2. Each bid shall be submitted on the Form O: Bid Solicitation-Bid Form supplied in this bid package and included as one of the bidding documents. The bidder is not permitted to make changes to the bid form provided. The bidder shall fill in spaces on the bid form by typewriter or manually in blue ink. The bidder shall initial off on any spaces containing erasure or changes made to the offer entered on the Form O. The bidder must fill in all relevant blank spaces indicated on Form O. In case of discrepancy between the unit price and the total amount, the unit price shall govern.
3. No conditional bids will be accepted. Alternate bids will not be considered unless called for. The bid shall include the legal name of the bidder and a statement whether the bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and the bid shall be signed by the person or persons legally authorized to bind the bidder to a contract. A bid by a corporation shall further give the state of incorporation. A bid submitted by an agent shall have a current power of attorney attached certifying agent's authority to bind bidder.
4. Time, if stated as number of days, will include Saturdays, Sundays, and holidays. Time, if stated as working days, will not include Sundays.
5. All or none pricing – failure of an offeror to provide prices for all line items listed on the “Bid Solicitation – Bid Form” shall be cause for rejection of the entire offer. However, an offeror may enter “No Cost” in the unit price and extend amount columns to indicate that the item is being offered at “No Cost.”

#### **B. Bid Bond**

No Bid Bond is required for this bid.

**C. Submission of Bids**

1. The bid, and any other documents required to be submitted with the bid shall be enclosed in a sealed envelope or carton. The face of the envelope or carton will contain the name and address of the bidder, date and time of the bid opening, the bid number and name (see Sealed Bid Label supplied in this document). Bids not submitted on the District forms will be rejected. All bids are subject to the conditions specified herein and on any attached sheets, specifications or special conditions.
2. It is the bidders responsibility to assure that the bid is properly addressed or delivered to the location as directed.

**D. Bid Format/Content Requirements**

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

1. Bids shall include a “Table of Contents” identifying the page number of where to find the various required sections included in the Bid (see Checklist included with this document).
2. A cover letter transmitting the Bid must be submitted and dated and limited to one (1) page. The letter must indicate that the Bidder agrees to be bound by the Bid without modifications, unless mutually agreed to upon further negotiations between the District and the Bidder. The cover letter shall contain a statement that the Bid is valid for ninety (90) calendar days.
3. Fully executed Appendix “A” Forms and Certifications

The District will in no way be responsible for delays in delivery caused by the United States Postal Service, other mail or courier service, delivery to any other office, traffic, location of facilities or office, or delays caused by any other occurrences. The delivery date and time will be scrupulously observed.

If hand delivered (not by UPS/FedEx, for example), please follow the instructions on page one of this IFB.

Under no circumstances will bids delivered after the due date and time specified be considered. Bids received after the due date and time will be disqualified as late bids and will not be recorded as a responding bidder. Late bids will not be opened and will be available for pickup by the bidder.

**Do not return the entire bid package.** (see Section 3.02) Only the Bid Solicitation – Bid Form, *any* other required forms and each accompanying sheet on which an

entry has been made by the bidder, should be returned in the sealed envelope or carton.

To facilitate the evaluation process, **each bidder shall submit the bid in triplicate (original bid form, marked original with attachments and two copies of the Bid Form and all attachments.)**

**E. Modification and Withdrawal**

- a. Bids may not be modified after submittal. Unauthorized conditions, limitations, or provisions attached to a bid may cause its rejection. **NO oral, telegraphic, telephonic, or facsimile (fax) bids or modifications will be considered.**
2. Bidders may withdraw bids at any time prior to the bid opening time and date. Withdrawal requests shall be made in writing and must be received by the District before the time and date stated or as changed by addenda for the bid opening. Properly withdrawn bids will be returned unopened to the person or firm submitting the bid.
3. A bidder who withdraws their bid may submit a new bid in the same manner as specified herein under "Submission of Bid" prior to the bid closing date. A bid submitted in place of a withdrawn bid shall be clearly marked as such on the outside of the envelope and on the bid form.
4. If a contract is not awarded within ninety calendar days after opening of bids, a bidder may file a written request with the District for the withdrawal of their bid.

**1.05 CONSIDERATION OF BIDS AND BASIS OF AWARD**

**A. Basis of Award**

1. Except in cases where the District exercises the right to reject all bids, the contract(s) will be awarded by the District, as soon as practical after opening of bids, to the responsive, responsible bidder(s) as the best interest of the District may require.
2. The most responsive, responsible bid shall be the bid that best serves the needs of the District, as solely determined by the District. Bidder, by submitting a bid, accepts the District's right to determine the most responsive, responsible bid.
3. The District exercises the right to reject all bids where the unit cost is uneven or unbalanced.

**B. Evaluation of Responsiveness**

1. The responsiveness of bidders will be judged on the basis of the completeness of the bid submitted (see Checklist supplied with this document). A responsive a bid must be submitted on the forms provided as part of the bid documents.
2. If, upon opening the bid, any of the items required to be responsive are found to be missing or incomplete, the bidder will be judged non-responsive.
3. Bid offers must be signed by the bidder, with their signature in full. When a firm is a bidder, the bid offers shall be signed in the name of the firm by one or more of the partners. When a corporation is a bidder, the officer signing shall set out the corporate name in full beneath which he/she shall sign their name, give title of their office, and affix the corporate seal.

**C. Evaluation of Responsibility**

1. To be judged responsible, the bidder shall meet the following standards:
  - a. Must demonstrate that he/she has adequate financial resources for performance, the necessary experience, qualifications, and facilities and staff, or ability to obtain such (including proposed subcontracts).
  - b. Be capable of complying with the required service schedule for the project.
  - c. Submit evidence of experience on projects similar in character, size and value, which he/she has satisfactorily completed and which are now in satisfactory operation, and showing the location, the owner's name and address, the money value of the work and a brief description of the project. Complete Form M: Bidder's Qualification Questionnaire, Part a. to demonstrate all current service contracts for specified service. Multiple copies can be made/submitted of M: Bidders Qualification Questionnaire Part a. to demonstrate all current service contracts for specified service
  - d. Conform with the civil rights, equal employment opportunity and labor law requirements of the bid documents.
  - e. Demonstrate their ability to perform the work within the contract time. This demonstration of ability shall include:
    - 1) Performance of the bidder (the corporation or proprietorship as a whole) as a prime contractor on projects of similar size and type as this contract;
    - 2) A statement of the bidder's organization, including resumes of key personnel, especially those personnel proposed for work on this project.
2. Except as specified under the heading "Evaluation of Responsiveness", if any information required by the bidding documents to be submitted with the bid or subsequent to bidding but prior to award is not submitted as required, the bid will be considered irregular. Failure to promptly correct the irregularity upon notification by the District may cause the bidder to be

judged non-responsible. Bidders may then be disqualified at the discretion of the District.

#### **1.06 BIDDER'S INTEREST IN MORE THAN ONE BID**

No person, firm, or corporation shall be allowed to make, file, or have an interest in more than one bid for the same work, unless alternates are called for. A person, firm, or corporation who has submitted a sub-bid to a bidder or who has quoted prices on materials to a bidder is not hereby disqualified from submitting a sub-bid or quoting prices to other bidders.

#### **1.07 SUBCONTRACTS**

Bidder's attention is invited to Florida State Statutes, Chapter 455.228, which describes the enforcement proceedings regarding the use of unlicensed professionals.

#### **1.08 CERTIFICATES AND LICENSES**

Bidders must be qualified under Florida law to City and County occupational licenses (if applicable) should also be present as part of the bidding documentation.

The Contractor shall, without additional expense to the District, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of work or to the products or services to be provided under this contract including, but not limited to, any laws or regulations requiring the use of licensed subcontractors to perform parts of the work.

#### **1.09 DBE PARTICIPATION**

The District has a DBE Program goal of 0% for total expenditures under this requirement. Bidder shall detail their DBE participation and how subcontractors/sub consultant will be monitored. **Form J must be completed and submitted with the Bid.** Please use our web site for resources concerning your due-diligence FDOT Unified Certification Program directory search: [www.riddecitrus.com](http://www.riddecitrus.com), then click on Business Opportunities.

All DBE participation included in this IFB must be certified by a local municipality, the state or a federal agency as specified in Form J. **Certifications must be included in the Bid submitted.**

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

### **1.10 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 IFB 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 IFB 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 BID.**

### **1.11 CONTINGENCY FEES**

By submission of this offer, contractor certifies that no contingency fees (sometimes known as a finder's fee) has been paid to any person or organization other than a bona-fide employee working solely for the vendor 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.

### **1.12 PRE-BID CONFERENCE**

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

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

<b>Dedicated dial-in number:</b>	<a href="tel:(218)339-2699">(218) 339-2699</a>
<b>Access code:</b>	677936

### **1.13 INSURANCE**

Contractor shall furnish proof of District-stipulated insurance requirements as specified in Form K. Proof of insurance shall be in the form of a certificate executed by an approved insurance company authorized to do business in the State of Florida.

### **1.14 CONTACT BETWEEN PROPOSER AND THE DISTRICT**

**All inquiries** concerning any aspect of this IFB, and contract award, shall be submitted, **in writing via e-mail**, to:

Cathy Zickefoose, Contract Specialist  
[czickefoose@ridecitrus.com](mailto:czickefoose@ridecitrus.com)

The closing date for receipt of written questions prior to bid opening will be no later than 11:00a.m., Local Time, 2/17/2010.

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

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

Statements made or information given during the procurement consideration and award process binds the District ONLY when such statements or information are written and executed by the District's Manager of Procurement and Contracts his/her designee.

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

### **1.15 INTERPRETATION OF DOCUMENTS**

- A. Any bidder contemplating submission of a bid that is in doubt as to the true meaning of any part of the IFB may submit to the District a written request for an interpretation thereof.
- B. Replies to inquiries, which in the opinion of the District warrant a written reply, will be compiled as an addendum and mailed to all parties who have previously received an official copy of the IFB from the District. The District will not be responsible for oral or other explanations or interpretations of the documents.

**1.16 EXTENSION OF TIME**

- A. If a bidder needs an extension of time to prepare the bid, a request should be forwarded in writing not later than five (5) working days prior to the due date for submittal of bids.
- B. 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 bidders will be notified immediately and appropriate addenda will be issued.

**END OF SECTION 1**

**SECTION 2**  
**SCOPE OF SERVICES**

**2.0 GENERAL**

The specifications outlined in the requirements to provide Security Guard Service, for the District's properties and facilities in accordance with Chapter 493, Florida Statutes as that term is defined by the Department of Agriculture and Consumer Services, Division of Licensing, Private Security Industry. It is the intent of the District to award this entire bid to one contractor to supply all of the armed and unarmed Security Guard needs for the District, but the District reserves the right to award this contract to more than one contractor.

The District facilities listed below will be provided security guard services under this contract:

Location	Security Type	Annual Estimated Hours	Hours of Operation
1212 George Jenkins Blvd.	Unarmed Security Officer	4656	5a – 8p weekly 6:30a – 6p Saturday
200 N. Florida (Bus Terminal)	Unarmed Security Officer	3600	7a – 7p weekly 7a – 6p Saturday
*200 N. Florida (Bus Terminal)	Armed Security Officer	As needed	As needed

\*It is estimated that the District will request an Armed Security Officer to accompany District Staff to empty cash from the Ticket Vending Machine located at 200 N. Florida (Bus Terminal) one time weekly.

The District reserves the right but is not obligated to add or delete facilities or types of services during the term of a contract issued as a result of the IFB, and any extension or renewal thereof.

**2.01 OBJECTIVES**

It is the intent of the District to protect its personnel and/or property by means of well-trained, experienced, alert, interested, and reliable selected Contractor's personnel. The Contractor shall impress upon its personnel that their primary duty and responsibility is to safeguard the employees of the District and District property. This general order supersedes all others. The Contractor's personnel shall act in a courteous and professional manner at all times. The Contractor shall provide appropriately equipped and trained personnel, with background inspections completed according to the

District's specified eligibility criteria. These personnel shall provide protection for the District's personnel and property in and around the District's facilities. The Contractor shall be liable for losses; potential losses or damages arising from the actions of its personnel.

## **2.02 REQUIREMENTS AND SERVICES**

The Contractor shall assume all costs associated with complying with personnel requirements, including but not limited to: recruiting, screening and background checks.

All licenses and other personnel requirements shall be maintained throughout the term of a contract issued as a result of this solicitation and any extensions or renewals.

- A. All Officers shall pass a urinalysis test showing abstinence from drug/illegal substance use, except prescribed medications.
- B. All Officers shall have a state criminal history background check completed prior to providing service to the District.
- C. All Officers shall be able to communicate (oral and written) in English. Security work often deals with life/safety issues; therefore, must be able to read, write, speak, understand and be understood. Oral command of English must be sufficient to permit full communication, even in times of stress.
- D. All Officers are to appear and behave professionally and courteously and are not to engage in personal activities (such as texting, personal phone calls, reading magazines, etc.) while on the job. Security Officers are not to permit their friends, family members or acquaintances to be in the building or on the premises they are entrusted to protect for more than 10 minutes.
- E. Officers are to work no longer than twelve (12) hours per (24) hour period. This limitation may be waived in emergency situations.
- F. Officers will be required to maintain an activity paper log containing, at minimum, visitor arrival and departure times and unusual events, and provide a copy of same to the Customer, upon the Customer's request.
- G. Security Officers are to have a minimum of 1 (one) year experience. This minimum may be waived for honorably discharged military personnel and police officers (current or retired.)
- H. Security work requires standing or sitting for prolonged period of time.
- I. Officers are to possess physical and mental stamina.
- J. Officers are not to vacate their post during or at the end of their shift or until shift is completed. Contractor is responsible for arranging replacement personnel for shift changes, breaks and for unanticipated events (i.e. Security Officer becomes ill, or has a family emergency, etc.)
- K. All applicable licenses, including drivers license are to be kept current and on the Security Officers' person while he or she is on duty.
- L. Officers must wear a Contractor issued employee ID while he or she is on duty.
- M. The Officers shall turn in all lost and found articles to a District Supervisor or authorized personnel at the end of each shift. All lost and found articles and the action taken by the officer shall be reported in the officer's incident report. The Contractor shall develop procedures to collect lost and found articles, secure

them and turn them into Lost and Found. The procedures for the collection of lost and found articles shall be provided to the District Supervisor for approval.

- N. On occasion Officers must call for local Law enforcement to remove customers or to trespass customers, they must notify the contact person of the District.
- O. Authority – The officer’s power to arrest shall be no greater than that of a private citizen in accordance with Florida Law.
- P. The officer’s shall perform security functions at alternate District posts only as required by the District and as ordered by the District.
- Q. The officer’s must have a high school diploma or its equivalent or must obtain within 120 days of assignment.
- R. A photo copy of the license of Security Officers proposed to work on the District property(s) must be provided prior to issuance of NTP.
  - \* Armed Security Officers must possess Class D and Class G licenses.
  - \* Unarmed Security Officers must possess a Class D license.

### **2.03 UNIFORMS**

The Contractor shall furnish all labor, uniforms, badges, equipment, materials, supplies, vehicles, training, supervision, and management to satisfactorily perform armed and unarmed security guard services as required by this Scope in compliance with all applicable Florida Laws that pertain to the “Security Services” field. A professional appearance and demeanor are vital to a positive first impression. The Contractor shall equip each officer with one flashlight; reflective, high conspicuity safety vest with “SECURITY” on back; and foul and cold weather uniform articles.

### **2.04 POLYGRAPH EXAMINATION**

The District reserves the right to require any of the Contractor's personnel to submit to a polygraph examination as deemed necessary by the District's Project Manager or designee. The Contractor shall pay the costs for the examination. If the employee refuses to submit to the examination or fails the examination, the employee shall not provide service to the District under a contract issued as a result of this solicitation. All employees involved in an investigation shall complete a polygraph examination, upon request, as soon as possible but no later than five (5) working days from the date of request. The Polygraph Examiner shall be approved by the District's Project Manager.

### **2.05 TRANSITION PERIOD**

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

### **2.06 CELLULAR PHONES AND ELECTRONIC DEVICES**

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

### **2.07 OVERTIME**

The District's maximum overtime, with prior approval would be paid at a rate not greater than one and a half times the regular hourly wages stated within this contract. This allowance shall only be provided in those instances where expressly authorized by a representative of the District prior to the commencement of the overtime work. Further, overtime work shall not be allowed during the normal work day. As a matter of confirmation, overtime work only occurs after 40 hours of work effort in a given week by a given individual.

### **2.08 PROGRESS MEETINGS**

The District may hold mandatory meetings, at the discretion of the District Project Manager or designee, for the purpose of discussing issues relevant to the performance and/or administration of the services provided by the Contractor. The District's Project Manager or designee reserves the right to call meetings at any time during the contractual period. The Contractor's appropriate person, as requested by the District, shall be present at all meetings scheduled by the District's Project Manager or designee unless specifically waived by the District's Project Manager or designee.

**END OF SECTION 2**

## **SECTION 3.0** **SELECTION PROCESS**

### **3.01 AWARD OF CONTRACT**

- A. A contract(s) will be awarded to the responsible responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to the District, considering price and other price-related factors specified elsewhere in this solicitation. A responsible responsive bidder(s) is one who affirmatively demonstrates to the District that its firm has adequate financial resources and the requisite capacity, capability, and facilities to perform the contract within the delivery period, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under solicitation and laws or regulations applicable to this procurement.
- B. The District reserves the right to reject any or all bids in part or in total for any reason, to accept any bid if considered best for its interest, and to waive any informality or irregularity in any bid received.
- C. A single award may be issued. Bidder shall bid on the line items referenced on the Bid Solicitation, Offer and Award Form and as outlined in the Scope of Services to be eligible for Award. An award shall be made to the lowest, responsive, and responsible Bidder.

### **3.02 MINIMUM QUALIFICATIONS**

- A. The Bid must include the items listed herein. **Failure to include the minimum qualification requirements for this solicitation shall result in the bidder's bid being declared non-responsive.** Bids shall be typed. Bidders who do not meet the minimum qualification requirement or who fail to provide supporting documentation will not be considered for award.

The **minimum qualification** requirements for this solicitation are as follows:

1. Provide a copy of your company's State of Florida license with your bid.
- B. The **desired qualification** requirements for this solicitation are as follows:
    1. In order to be awarded service as a result of this solicitation, bidder must demonstrate the administrative capacity to handle contracts of the size and scope to be awarded as a result of this solicitation, as well as the technical and managerial expertise necessary to provide reliable security services. Accordingly, bidders must demonstrate such experience in the form of existing contracts held with other governmental or private parties.
    2. Bidder shall have maintained the levels of service required for a period of not less than one (1) year during the two (2) years immediately prior to the opening date of this solicitation. This requirement does not apply to the armed services minimum qualifications. The desired requirement for armed security services must be equal to or greater than four thousand (4,000) hours of non-continuous prior contracted armed security services(s) during

the two (2) years period. This must be documented with executed contracts or agreements, copies of purchase orders or invoices, or letters from clients of the prospective bidder on the client's letterhead must be provided prior to issuance of NTP.

3. The bidder shall not have any un-resolved performance issues. The District may survey existing contract accounts during the bid evaluation per to assure that the bidder does not have any unresolved unsatisfactory performance. The District reserves the right to reject the bidder's submittal based on its assessment of the bidder's performance.
4. All fully executed forms marked "Required" on Appendix "A" Forms and Certification.
5. Required documents in Check List supplied in this document.

All bidders are required to submit with their bid all the specified information, documents and attachments as proof of compliance to the minimum qualification requirements. **Failure to include the minimum qualification requirements for this solicitation shall result in the bidder's bid being declared non-responsive.** The District reserves the right to verify the information submitted by the bidder and to obtain and evaluate additional information as it deems necessary to ascertain the bidders' conformance to the qualification requirements. The District shall be sole judge of the bidder's conformance with the qualification requirements and its decision shall be final.

### **3.03 BIDDER QUALIFICATION/ELIGIBILITY FOR AWARD**

- A. If the bidder is a joint venture, each joint venture may be asked to prepare and submit separate forms. Failure to complete and return the bidder's questionnaire may be grounds for rejection of the bid as non-responsive. The District reserves the right to tour Contractor facilities prior to making award decision.
- B. All bidders are required to submit with their bid all the specified information, documents and attachments as proof of compliance to the minimum qualification requirements (see 3.02). The District reserves the right to verify the information submitted by the bidder and to obtain and evaluate additional information as it deems necessary to ascertain the bidders' conformance to the qualification requirements. The District shall be sole judge of the bidder's conformance with the qualification requirements and its decision shall be final.

### **3.04 POSTPONEMENT OF BID OPENING**

Notwithstanding the time for opening of the bids established in the Invitation for Bids, addenda postponing the bid opening may be issued solely at the District's discretion.

**END OF SECTION 3.0**

## **SECTION 4.0** **CONTRACTUAL PROVISIONS**

### **4.01 TERM OF CONTRACT**

This shall be a fixed price contract for an initial term of two (2) years, with three (3) one year renewal options at the discretion of the District. Contractor shall not proceed with any work required under this contract without a written Notice to Proceed from the District. Any work performed or expenses incurred by Contractor prior to receipt of Notice to Proceed shall be entirely at Contractor's risk.

### **4.02 OPTIONS TO EXTEND TERM**

The District may extend the term of this contract by written notice to the Contractor for three (3) one (1) year renewal terms. If feasible, the District will give Contractor a preliminary notice of its intent to extend sixty days before contract expiration. This preliminary notice does not commit the District to an extension, and any absence of notice does not affect the validity of any exercise of the option to extend the term of this contract. If the District exercises this option, the extended contract shall be considered to include this option provision.

### **4.03 CONTRACT NUMBER**

Upon the award of this solicitation, the contract number shown on the Bid Solicitation – Bid Form will be prominently referenced on all correspondence, work orders, repair logs, reports and invoices.

### **4.04 PRICE ADJUSTMENT**

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

### **4.05 CONTRACTUAL PROVISIONS**

The successful Contractor shall comply with the contract provisions set forth in the District's "General Provisions Document" dated March 24, 2009. This document is available from the District by request or at <https://sites.google.com/a/ridecitrus.com/business-opportunities/>. The successful bidder shall comply with the following required contract provisions and shall insert these provisions in all subcontracts issued pursuant to the contract.

The form of contract that the District intends to use for award is enclosed for reference. 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 bidder to insert

certain provisions in all subcontracts issued pursuant to the Contract. The applicable provisions follow next page.

#### **4.06 AVAILABILITY OF FUNDS**

Funds are not presently 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

#### **4.05 ONE BID SITUATION**

In the event a single bid is received, the District may conduct a price analysis of the bid or a cost analysis, or both. A price analysis is the process of examining the bid and evaluating a prospective price without evaluating the separate cost elements. It should be recognized that a price analysis through comparison to similar procurements must be based on an established or competitive price of these elements used in the comparison. The comparison must be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, and where it is impossible to obtain a valid price analysis of the bid price, a detailed cost analysis must be made of this difference and costs attached thereto. If only one bid is received, the sole bidder must, if a price or cost analysis is conducted, cooperate with the District as necessary in order for its bid to be considered, but shall have the option, in lieu of doing so, to withdraw its bid.

#### **4.06 NEXT MOST QUALIFIED BIDDER**

In the event that the most qualified bidder fails or refuses to enter into a contract with the District, then the District may award the bid to the next most qualified bidder. The next most qualified bidder shall enter into a contract with the District in accordance with the terms of its bid. In the event of a termination of the award to Bidder, the District reserves the right to award the contract to the next most qualified bid provided, however, that the next most qualified bidder consents to such award. Any award to the next most qualified bidder shall be in accordance with the terms of its bid.

**END OF SECTION 4.0**

## **APPENDIX “A” FORMS AND CERTIFICATIONS**

The forms marked with (X) below are required forms. Failure to include the required forms will cause your bid to be non-responsive. Please insert into your bid with a separate tab, as the last section in your binder. USE BLUE INK FOR THE ORIGINAL BID.

### **REQUIRED FORMS**

	Form A- No Bid form (Submit ONLY if NOT submitting a bid)
X	Form A-1 Cover Page for Bid
X	Form B- Business Information
X	Form C- Disputes Disclosure
X	Form D- Conflict of Interest
X	Form E- Eligible Contractor Certificate
X	Form F- Affidavit of Non-Collusion
X	Form G- Drug Free Workplace Certificate
X	Form H- Lobbying Activities Certificate
X	Form J- Disadvantaged Business Entity Certification
X	Form K- Statement of Insurance
X	Form L- Equal Employment Opportunity Certification
X	Form M - Proposer’s Questionnaire
X	Form O – Bid Solicitation - Bid Form

**FORM A – NO BID FORM**

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

IFB # 10-004

Title: Security Guard Service

**Statement of No Bid/Proposal Form**

If submitting a “NO BID” statement, the vendor shall return this form to the District Contract Specialist, P.O. Box 1687, Lakeland FL 33802 or via e-mail: [czickefoose@ridecitrus.com](mailto:czickefoose@ridecitrus.com).

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

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

Explanations regarding above: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Telephone and email address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Respondent (point of contact) Name

**END OF FORM A**

**FORM A-1: COVER PAGE FOR BID**

<b>BIDDER'S NAME (Name of firm, entity or organization):</b>		
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>		
<b>NAME AND TITLE OF BIDDER'S CONTACT PERSON:</b> Name: _____ Title: _____		
<b>MAILING ADDRESS:</b> Street Address: _____ City, State, Zip: _____		
<b>TELEPHONE:</b> ( ) _____	<b>FAX:</b> ( ) _____	<b>E-MAIL ADDRESS:</b> _____
<b>BIDDER'S ORGANIZATIONAL STRUCTURE:</b> __ Corporation __ Partnership __ Proprietorship __ Joint Venture __ Other (Explain): _____		
<b>IF CORPORATION,</b> Date Incorporated/Organized: _____ State Incorporated/Organized: _____ States registered in as foreign corporation: _____		
<b>BIDDER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:</b>		
<b>LIST NAMES OF BIDDER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:</b>		

**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 Bidder has such conviction to disclose to comply with this requirement.

**BIDDER'S AUTHORIZED SIGNATURE:**

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

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

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

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

**END OF FORM A-1**

## **FORM B – BUSINESS INFORMATION**

### **BUSINESS INFORMATION**

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

The offeror represents as part of its offer that it operates as

(Mark (1) with an “X”):

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

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

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

The offeror represents as part of its offer that it (Mark (1) one with an “X”):

- Is**
- Is not**

Disadvantage 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 of the socially and economically disadvantaged individuals who own it. For purposes of this definition, socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Asian-Pacific Americans, Asian-Indian Americans, Native Americans; and women, regardless of race, ethnicity or origin.

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

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

- Has
- Has not

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

- Has
- Has not

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

The offeror agrees to provide information relating to subparagraph B03 above, as requested by the Contracting Officer.

**B.04 INTEREST OF PUBLIC OFFICIALS**

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

**B.05 COVENANT AGAINST GRATUITIES**

The offeror represents as part of its offer that neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of the District, with the attempt toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract. See the General Provisions Clause entitled "Interest of Public Officials." Section 6.74 of "The District's" Provisions Document.

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

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

- Has
- Has not

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

**B.07 AFFIRMATIVE ACTION COMPLIANCE**

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

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

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

- Has
- Has not

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

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

A. The offeror represents as part of its offer that it (mark (1) with an "X"):

- Is
- Is not

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

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

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

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

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

- A. By submission of this offer, the offeror 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 offeror. The offeror 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 offeror or to any competitor.

3. No attempt made or will be made by the offeror to induce any other person or firm to submit or not to submit and offer for restricting competition.

B. Each person signing this offer certifies that:

1. He or she is the person in the offer's organization responsible within that organization for the decision as to the prices offered herein and that he has not participated, and will not participate, in any action contrary to B09 1 through 3 above or;
2. He or she is not the person in the offer'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 B09 1 through 3 above, and as their agent does hereby so certify; and has not participated, and will not participate, in any action contrary to B09 1 through 3 above.

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

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

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

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

By submission of this offer, the offeror certifies that:

- A. Any facility to be used in the performance of this proposed contract (mark (1) with an "X"):

- Is listed on the EPA List of Violating Facilities
- Is not listed on the EPA List of Violating Facilities

B. It will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee of the EPA, that any facility which it proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities. It will include a

certification substantially the same as this certification, including this paragraph C, in every nonexempt subcontract.

**B.12 CERTIFICATION ON NON-SEGREGATED FACILITIES**

- A. By the submission of this offer, the offeror 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 offeror 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. It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific times) it will:
  - 1. Obtain identical certifications from proposed subcontractors before the award of subcontract under which the subcontractor will be subject to the Equal Opportunity Clause.
  - 2. Retain such certifications in its files; and forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific times).

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

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

**B.13 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS, PRIME CONTRACT**

- A. In accordance with provisions of 49 CFR Part 29 and the certification instructions contained therein, the offeror certifies, to the best of its knowledge and belief, that it and/or any of its Principals (mark one with an “X”);

Are

Are not

Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts by any Federal department or agency or by the District (mark one with an "X");

Have

Had not

Within a three-year period preceding this offer, convicted of or had a civil judgment rendered against them for commission of fraud, rendered against them or a criminal offense concerning obtaining, attempting to obtain, or performing a public (Federal, State or Local) contract or subcontract, violation of Federal or State antitrust statutes relating to the submission of offers, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property (mark one with an "X");

Are

Are not

Presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in subparagraph B13 A of this certification; and (mark one with an "X");

Have

Had not

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

B. The offeror shall provide immediate written notice to the Contracting Officer, if, at any time before contract award, the offeror

learns that its certification was erroneous when submitted or has become erroneous due to changed circumstances.

- C. Where the offeror is unable to certify that positively to any of the statements in this certification, the offeror 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 offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer 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 an offeror is not required to exceed that which a prudent person in the ordinary course of business would 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 offeror knowingly rendered an erroneous certification, in addition to other remedies available to the District or the Federal Government or any of its departments or agencies, the Contracting Officer may end the contract resulting from this solicitation for default.
- F. The offeror further agrees by submitting the offer that it will include the following clause, without modification, in all subcontracts and in all solicitations for subcontract.
- G. The following information is required in order for the agency to determine whether your firm is maintaining the appropriate financial controls necessary to safeguard the public's interest.

The name of your financial accounting software is:

\_\_\_\_\_ ,

provided by [insert vendor name]:

\_\_\_\_\_ .

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

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

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

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

**Name of Bidder:** \_\_\_\_\_

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

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_

**Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

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

**Type Name:** \_\_\_\_\_

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

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

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

**END OF FORM B**

**FORM C – DISPUTES DISCLOSURE**

Answer the following questions by placing an “X” after “YES” or “NO”. If the bidder is a public company, a Dun & Bradstreet Comprehensive Report must be submitted with your bid.

1. Has your firm or any of its officers, received a reprimand of any nature, a fine, or been suspended by the Securities and Exchange Commission, Florida Department of Professional Regulation or any other regulatory agency or professional association in your state within the last five (5) years? **YES [ ] NO [ ]**

A. If yes, please attach a detailed explanation to this form.

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provided in the regular course of business within the last five (5) years? **YES [ ] NO [ ]**

B. If yes, please attach a detailed explanation to this form.

3. Has your firm: (a) had filed against it, and/or (b) filed any request for equitable adjustment, contract claims, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business? **YES [ ] NO [ ]**

A. If yes for (a) and/or (b), please attach a detailed explanation to this form.

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

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

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

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

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

PRINTED OR TYPED NAME: \_\_\_\_\_ STATE OF: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_

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

By \_\_\_\_\_, of  
\_\_\_\_\_(Corporation), a  
\_\_\_\_\_ Corporation, on behalf of the corporation. He/She is  
personally known to me or has produced \_\_\_\_\_ as  
identification.

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

**END OF FORM C**

**FORM D – CONFLICT OF INTEREST AFFIDAVIT**

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

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

1. I am the \_\_\_\_\_ of \_\_\_\_\_ with a local office in \_\_\_\_\_ and principal office in \_\_\_\_\_.  
The above named entity is submitting a Bid for the District, \_\_\_\_\_ described as: \_\_\_\_\_
2. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above bid is being submitted on behalf of the above named entity and that the entity has no financial interest in other entities submitting bids 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 IFB. 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, ownership or management is presently applying for an employee position or actively seeking an elected position with the District.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the District.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the District.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Typed Name and Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
Personally known \_\_\_\_ OR produced identification \_\_\_\_\_. Identification type: \_\_\_\_\_  
Notary Public: State of \_\_\_\_\_ County of \_\_\_\_\_.  
Printed, typed, or stamped commissioned name of notary public  
My commission expires \_\_\_\_\_.

**END OF FORM D**

**FORM E - ELIGIBLE CONTRACTOR CERTIFICATE**

The \_\_\_\_\_ (name of bidder) hereby certifies that it IS / IS NOT (underscore one) included on the U.S. Comptroller's Lists, Federal Excluded Parties List, or State of Florida Department of Management Services list of persons or firms currently debarred for violations of various public contracts incorporating labor standards provisions, or any other provision of law. Additionally, the bidder further certifies that:

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

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

<b>SUBMITTED BY:</b>	
<b>SIGNATURE</b>	
<b>TITLE</b>	
<b>DATE</b>	
<b>ADDRESS</b>	
<b>TELEPHONE</b>	

**END OF FORM E**

**FORM F – AFFIDAVIT OF NON-COLLUSION**

**I hereby swear (or affirm) under penalty of perjury:**

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

\_\_\_\_\_  
Signed

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

\_\_\_\_\_  
Proposer's F.E.I. Number (used on employers  
quarterly federal tax returns.)

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, \_\_\_\_\_.

**END OF FORM F**

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

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

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

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

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

**END OF FORM G**

**FORM H - CERTIFICATION OF RESTRICTIONS ON LOBBYING**

No Federal appropriated funds paid or to be paid, by or on behalf of the undersigned to any person for influencing, or attempting, to influence an officer, or employee of an agency, or to a Member of Congress, an officer, employee of Congress, or an employee of a Member of Congress concerning the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, addenda or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

\_\_\_\_\_  
Signature of Bidder's Authorized Official

\_\_\_\_\_  
Name and Title of Bidder's Authorized Official

\_\_\_\_\_  
Date

**END OF FORM H – THE FOLLOWING FORM NEXT PAGE IS FOR YOUR REFERENCE**

**DISCLOSURE OF LOBBYING ACTIVITIES**

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

**FOR YOUR REFERENCE CONCERNING POSSIBLE FUTURE FILINGS, IF REQUIRED**

## **FORM J - (DBE) DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

### **PART I BACKGROUND**

#### **USE OF FORM**

Any vendor responding to an Invitation for Bid (IFB) must complete this Form J.

#### **POLICY STATEMENT**

The District has established an overall goal of 10% participation by certified Disadvantaged Business Enterprises (DBEs) in procurements of goods and services and a goal of 13% for Professional Services. All businesses to be considered DBEs for the purposes of achieving this goal must provide with its bid/proposal a current certification. The U.S. Department of Transportation (DOT) requires that all Florida DOT and FTA recipients, such as the District, participate in a Uniform Certification Program. To access the correct directory, please visit: <https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp> and select the method in which you would like to search. Be sure to only use the businesses certified under the UCP category as a DBE.

#### **COMPLIANCE WITH DBE PROGRAM**

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

- (1) A vendor may document that it has obtained 10% or more of the value of the contract (please see part II A); or
- (2) A vendor may document that it made adequate good faith efforts to meet the 13%, even though it did not succeed in obtaining enough DBE Participation to do so. Please see Part II B for examples of criteria that may be used to demonstrate an adequate good faith effort.

Failure to demonstrate good faith efforts through either of the above methods, and the degree to which a vendor does or does not document such good faith efforts, may result in a vendor's bid being deemed non-responsive pursuant to the procurement rules, policies and procedure of the District.

**PART II – DOCUMENTATION OF GOOD FAITH EFFORTS**

**A. DOCUMENTATION OF ACTUAL DBE PARTICIPATION**

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

**DBE Participation**

Primary Contractor if DBE (If not, leave blank):		
Value of work to be performed:	\$	%
<hr/>		
DBE Subcontractor:		
Value of work to be performed:	\$	%
<hr/>		
DBE Subcontractor:		
Value of work to be performed:	\$	%
<hr/>		
<b>TOTAL DBE Participation -&gt;</b>	<b>\$</b>	<b>%</b>

**Non-DBE Participation**

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

**(Attach additional sheets as necessary)**

### DOCUMENTATION OF ADEQUATE GOOD FAITH EFFORTS

- B. Complete this Part II B only if the total DBE participation specified in Part II A above is less than the assigned goal.

The following actions will be considered in determining whether a vendor has made an adequate good faith effort to meet the assigned goal, DBE participation; notwithstanding its failure to achieve actual DBE goal participation assigned or more. In the space provided, describe any actions that fall within the below descriptions. Include any details specified in the descriptions, and any relevant or supporting details such as dates, locations, names of DBEs, etc. The following outline does the following:

- a. It seriously considers all efforts to obtain DBE participation
- b. DBEs that are submitting as a prime are responsible for meeting the goal or making good faith efforts, where they do not fully meet contract goals through the work it performs with its own forces.

The following criteria will be consider in determining if a firm considered is in compliance in meeting good faith efforts to obtain DBE participation.

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

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

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

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4. Negotiating in good faith with interested DBEs. It is the vendor's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation.

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

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

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

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

## EXECUTION

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

\_\_\_\_\_  
Signature of Vendor's Authorized Officer

\_\_\_\_\_  
Name / Title

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

**END OF FORM J**

**FORM J-1: LETTER OF INTENT  
VERIFICATION OF DBE PARTICIPATION**

**INSTRUCTIONS:** Signed letter of intent must be submitted for each Disadvantaged Business Enterprise (DBE) subcontractor listed in the bid document under Form J. Failure to complete and submit these forms to the District DBE Liaison Officer within 48 hours of bid opening may result in finding the bid submittals non-responsive.

\_\_\_\_\_  
DBE Subcontractor

\_\_\_\_\_  
Specific Scope(s) of Work

\_\_\_\_\_  
Subcontract Amount and Percentage

I understand that I shall not be allowed to substitute or change DBE subcontractors without the prior approval of the District DBE Officer. Such approval shall in no way relieve my obligation to meet the DBE goals, pursuant to the DBE Plan. I have attached copies of the appropriate DBE certification certificates.

**I declare that I have read the foregoing and the facts stated in it are true.**

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature of Authorized Agent of Contractor/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Agent of DBE/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
DBE Address

\_\_\_\_\_  
DBE Phone Number and Fax Number

**End of Form J-1**

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

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

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

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

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

In addition, the policy(ies) must include:

1. Employers' Liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident.
2. Notice of Cancellation and/or Restriction -- The policy(ies) must be endorsed to provide the District with thirty (30) days notice of cancellation and/or restriction.
3. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and Jones Act.

4. Comprehensive General Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) aggregate, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, and must include:
  - Premises-Operations.
  - Products/Completed Operations Hazard.
  - Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
  - Broad Form Property Damage.
  - Independent Contractors.
  - Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those/required for Bodily Injury Liability and Property Damage Liability.

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

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

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

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

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

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

Certificates of insurance shall be provided as specified above unless any of these coverages are, for just cause, inapplicable, and upon specific request by the 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.

[Form continues next page]

**FORM K: STATEMENT OF INSURANCE COMPLIANCE**

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

\_\_\_\_\_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 IFB.

\_\_\_\_\_ 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.

\_\_\_\_\_  
BIDDER

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

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

\_\_\_\_\_  
DATE

**END OF FORM K**

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

As certification and acceptance of all the following terms and conditions, we \_\_\_\_\_

hereby certify 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 apply to the underlying contract:

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

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

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

(b) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and

prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

The undersigned hereby certifies acceptance of the above.

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**END OF FORM L**

**FORM M: BIDDER'S QUALIFICATION QUESTIONNAIRE**

Please provide the following information, along with your bid:

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

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Contact person

\_\_\_\_\_  
Address (incl. city, state, zip)

\_\_\_\_\_  
Telephone

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

\_\_\_\_\_/annual hours  
Annual Unarmed Officer Hours

\_\_\_\_\_/annual hours  
Annual Armed Officer Hours

Annual Contract Amount:\_\_\_\_\_

Brief description of service provided:\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Duration of Contracted Services:\_\_\_\_\_

(Continued on next page)

b. Location of stationary base station/office where the Central Dispatch Center is located.  
(The term "office" does not include a home office, mail drop location, cellular or Nextel phone,  
or other location): \_\_\_\_\_

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

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

e. Provide your company's State of Florida license number: \_\_\_\_\_

e. List the number of officers on your staff holding each class license in accordance with Chapter 493,  
Florida Statutes :

Class D: \_\_\_\_\_

Class G: \_\_\_\_\_

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Form O: BID SOLICITATION – BID FORM**

(TO BE COMPLETED BY BIDDER)

1. SOLICITATION NO. IFB 10-004 Security Guard Service	2. DATE ISSUED 2/8/2010	3. REQUISITION NO. N/A	4. CONTRACT NO. N/A	5. PAGE 1 OF 2
6. ISSUED BY: LAKELAND AREA MASS TRANSIT DISTRICT		7. ADDRESS MAIL OFFER TO: Lakeland Area Mass Transit District SHIPPING AND RECEIVING 1212 GEORGE JENKINS BLVD. LAKELAND FL 33815		

**SOLICITATION**

8. SEALED BID/OFFERS IN ORIGINAL AND TWO (2) COPIES FOR FURNISHING THE SUPPLIES/SERVICES DESCRIBED HEREIN WILL BE RECEIVED AT THE ADDRESS SPECIFIED ABOVE OR IF HAND CARRIED, 1248 GEORGE JENKINS BLVD, LAKELAND, FL 33815 BUILDING A (Front Office), OR IF MAILED TO 1212 GEORGE JENKINS BLVD., LAKELAND, FL 33815, UNTIL 2:00 PM 2/24/2010. NO BID/OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE BIDS WILL BE PUBLICLY OPENED AT 2:00 PM (EST) IN THE EXECUTIVE CONFERENCE ROOM, 1248 GEORGE JENKINS BLVD., LAKELAND FLORIDA 33815, BUILDING A.

9. I acknowledge that I received Addenda #\_\_\_ through Addenda #\_\_\_.  
Signature:\_\_\_\_\_

**2-YEAR BASE TERM**

10. ITEM	11. DESCRIPTION OF DUTY/SERVICES	12. ESTIMATED WEEKLY HOURS	13. UNIT	14. UNIT COST	15. EXTENDED TOTAL (12 X14=15)
1	Unarmed Security Guard(s)	168	Hour	\$ _____	\$ _____
2	Armed Security Guard	2	Hour	\$ _____	\$ _____
<b>TOTAL 2 YEAR BASE CONTRACT TERM -&gt;</b>					<b>\$ _____</b>

**OPTION YEARS**

16. ITEM	17. DESCRIPTION OF DUTY/SERVICES	18. ESTIMATED WEEKLY HOURS	19. UNIT	20. UNIT COST	21. EXTENDED TOTAL (18 X20=21)
<b>Option Year One</b>					
3	Unarmed Security Guard(s)	168	Hour	\$ _____	\$ _____
4	Armed Security Guard	2	Hour	\$ _____	\$ _____

**BID SOLICITATION - BID FORM CONT.**

Option Year Two					
5	Unarmed Security Guard(s)	168	Hour	\$ _____	\$ _____
6	Armed Security Guard	2	Hour	\$ _____	\$ _____
Option Year Three					
7	Unarmed Security Guard(s)	168	Hour	\$ _____	\$ _____
15	Armed Security Guard	2	Hour	\$ _____	\$ _____
<b>TOTAL of Option Years -&gt;</b>					\$ _____

NOTE: THE QUANTITIES EXPRESSED ABOVE ARE "ESTIMATES" AND MAY NOT BE PURCHASED IN WHOLE.

16. IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED AGREES IF THIS OFFER IS ACCEPTED WITHIN 90 DAYS FROM BID OPENING DATE, TO FURNISH ANY OR ALL ITEMS FOR WHICH PRICES ARE OFFERED IN BLOCKS 11 AND 15 ABOVE AT THE PRICE (S) OFFERED, DELIVERED AT DESIGNATED POINT (S), WITHIN THE TIME PERIOD SPECIFIED. ALL RECOMMENDATIONS OF ACCEPTED BIDS ARE CONTINGENT UPON THE DISTRICT'S BOARD OF DIRECTORS' APPROVAL, CONFIRMATION OF BID AMOUNTS WITH OFFEROR, RESPONSIBILITY DETERMINATION, AND OTHER ACTS OF DUE DILIGENCE WHICH MAY OR MAY NOT RESULT IN A FINAL AWARD TO YOUR FIRM.		
17. CONTACT PERSON	PHONE #	FAX #
18. BIDDERS NAME AND ADDRESS	19. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER	
	20. BIDDERS SIGNATURE	21. OFFER DATE

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

**The start date of this contract commences not later than thirty (30) days following receipt of Notice to Proceed**

**RECOMMENDATION OF AWARD (TO BE COMPLETED BY THE DISTRICT)**

22. ACCEPTED AS TO ITEM (S) NO.	23. AMOUNT	
25. SUBMIT INVOICES TO:  LAMTD ACCOUNTS PAYABLE PO BOX 1687 LAKELAND, FL 33802	26. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE DISTRICT  Daniel L. Ours Executive Director	
	27. AWARD DATE:	

**\*\*Fill in this page and previous page and return with your bid.**

LAKELAND AREA MASS TRANSIT DISTRICT

CONTRACT # 10-004/CZ

for

SECURITY GUARD SERVICES

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

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

and

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

**WITNESSETH:**

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

WHEREAS, the District desires to obtain goods and/or services (collectively, the "Services"), according to the requirements in Invitation for Bid #10-004/CZ (hereinafter referred to as the "Solicitation") and as further described herein; and

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

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

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

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

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

1. **RECITALS.** The Recitals set forth above are incorporated herein by this reference.
2. **DEFINITIONS.** Terms not defined in the Contract Documents shall have the meanings ascribed to such terms in applicable state, local or federal regulations, including but not limited to the District Policies and Procedures. If there is a conflict between any defined terms, the reasonable interpretation of said term by the District shall govern.
3. **CONTRACT DOCUMENTS.** For the purposes of this Contract, the following documents are collectively referred to herein as the "Contract Documents":
  - a) The third-party contracting requirements in Federal Transit Administration (FTA) Circular 4220.1F as well as the applicable "Federally Required and Other Model Clauses" which are available on the FTA web site; and
  - b) This Contract together with all Exhibits and attachments hereto; and
  - c) The Solicitation; and
  - d) The Contractor's Response.

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

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

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

(b) **Required Approved Task/Work Orders and Notice to Proceed.** The Contractor shall not proceed with any work required under this Contract without a written notice to proceed from the District (hereinafter referred to as a "Notice to Proceed"). A blanket purchase order will be issued at the time of Award. Any work performed or expenses incurred by the Contractor prior to receipt of a Notice to Proceed shall be entirely at the Contractor's risk.

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

Firm, fixed unit price

The contract will be on a Requirements basis.

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

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

6. **TERM.**

(a) **Initial Term.** Subject to the further provisions set forth in this paragraph, the initial term of this Contract shall be for a period of twenty four (24) 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 three (3) renewal terms of twelve (12) months each, 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, 90 days prior to the expiration of the initial term. The Contractor must accept or reject in writing the supplemental agreement within 30 days following receipt of the supplemental agreement. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**(h)** The Contractor shall be required to obtain and maintain during the term of the Contract at its sole expense, any and all insurance required under the Contract Documents or as may be otherwise reasonably required by the District and, if applicable, to show the District as an insured under said insurance and to furnish appropriate certificates to the District. 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 District against claims of 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 the District: \$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 therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

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

The following requirements apply to the underlying contract:

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

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

Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as

amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

- A) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- C) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 39;

- D) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 36;
- E) DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- F) General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 C.F.R. Part 101-10;
- G) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- H) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- I) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

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

**10. TERMINATION. Default by Contractor.**

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

**(b) Termination by the District for Convenience.**

This Contract may be terminated by the District in its absolute discretion, in whole or in part, whenever the Executive Director or the District shall determine that such termination is in the best interest of the District. Any such termination shall be effected by delivery of a

notice of termination by the District to the Contractor, specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. The Contractor shall be paid its costs, including contract closeout costs. The Contractor shall promptly submit its claim for final payment to the District. Settlement of claims by the Contractor under this paragraph shall be in accordance with the provisions set forth in Part 49 of Title 48 of the Federal Acquisition Regulations (48 C.F.R. 49), except that wherever the word "Government" appears it shall be deleted and the word "District" shall be substituted in lieu thereof.

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

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

**11. DISPUTE RESOLUTION.** Providing there is no conflict with Part 49 of Title 48 of the Federal Acquisition Regulations (48 C.F.R. 49), the District may elect to refer any and all disagreements, disputes, controversies or claims with the Contractor ("**Legal Dispute(s)**") to the American Arbitration Association ("**AAA**") provided, however, that nothing in this paragraph shall in any way limit the right of the District to terminate this Agreement under paragraph 10 hereof. On filing for such arbitration, the District shall appoint one arbitrator, the Contractor shall appoint a second arbitrator, and AAA shall appoint a third arbitrator. Once a claim in arbitration has been filed, the parties shall have sixty (60) days to conduct discovery pursuant to the discovery rules of the United States District Court for the Middle District of Florida, Tampa Division, and the parties agree that the arbitrators shall enforce such discovery rules in a manner in which such rules would be enforced in such court and that the mandatory disclosures under Rule 26 of the Federal Rules of Civil Procedure shall apply. Once such sixty (60) day discovery period has ended, each of the parties shall have an additional fifteen (15) days to file a written brief which shall not exceed fifty (50) pages and which shall support such party's position in the Legal Dispute. The arbitrators shall then render a binding decision

regarding the Legal Dispute based on such written briefs. Notwithstanding the foregoing, either party may seek appropriate injunctive relief from any court of appropriate jurisdiction for any threatened or actual breach, which may cause immediate and irreparable harm. The parties hereby consent and agree that any action, suit or proceeding arising in connection with any Legal Dispute relating to this Contract shall be brought only in the exclusive jurisdiction of the 10<sup>th</sup> Judicial Circuit of the State of Florida or the United States District Court for the Middle District of Florida, Tampa Division; provided, however, that any Legal Dispute arising out of this Contract shall first be subject to the District's option to refer such Legal Dispute to the AAA as provided in this paragraph 11.

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

- (a) The Contractor's primary point of contact for daily operations, or project manager, regarding the Services pursuant to this Contract is: Dean Kirkland, Safety, Security & Training Manager  
Lakeland Area Mass Transit District  
PO Box 1687  
Lakeland, FL 33802  
Phone: (863) 327-1324 ext 112  
e-mail: [dkirkland@ridecitrus.com](mailto:dkirkland@ridecitrus.com)  
The District reserves the right to require the Contractor to assign a new staff member to manage the project at the District's sole discretion, should progress completing performance under this contract become unsatisfactory.
- (b) The Contractor's primary point of contact for legal notice and authority to modify or act under this Contract, is: Cathy Zickefoose, Contract Specialist  
Lakeland Area Mass Transit District  
PO Box 1687  
Lakeland, FL 33802  
Phone: (863) 688-7433 ext 159  
e-mail: [czickefoose@ridecitrus.com](mailto:czickefoose@ridecitrus.com)
- (c) The Contractor may appoint other individuals upon written notice to, and approval by, the District. The Contractor shall provide written notice to the District promptly with respect to any changes to the aforesaid contact information.
- (d) The District and the Contractor may change its own staff designations upon written notice to the other party. The designated District staff member shall not have the authority to modify this Contract except in accordance with applicable rules and regulations, including, but not limited to the District's Policies and Procedures. Notwithstanding anything herein to the contrary, no such change, modification or amendment shall be valid or binding upon the District, if the authorizing representative of the District executing such

instrument has exceeded its authority, pursuant to the applicable District Policies and Procedures.

### **13. MISCELLANEOUS.**

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

the Contract, or cause any such liability or obligation to be reduced to a secondary liability or obligation.

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

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

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

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

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

**17. ACCESS TO RECORDS AND REPORTS.** In accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the District, the Federal Transit Administration (FTA) Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or the FTA Administrator's authorized representatives including any PMO Contractor access to Contractor's records and construction sites (if any) pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. In accordance with 49 CFR 18.39(i)(11), the Contractor

agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than seven years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the District, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

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

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

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

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

assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

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

**22. CLEAN WATER**

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

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

**23. CERTIFICATION REGARDING LOBBYING**

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit **Standard Form--LLL**, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

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

**24. CLEAN AIR**

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

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

**25. SUSPENSION AND DEBARMENT**

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

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

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

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

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

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

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

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

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

that contract) pertaining to any matter resulting from the underlying contract.

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

**29. DISADVANTAGED BUSINESS ENTERPRISES.**

a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 10.46%. A separate contract goal of \_\_\_ % 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) 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/offeror'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)).

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.

**30. 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.

**31. 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.

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

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

**Lakeland Area Mass Transit District**

**[Firm]**

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

Name: Danny Ours  
Title: Executive Director

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

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

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

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

Attest: \_\_\_\_\_

Corporate Secretary/Notary Public

**Approved as to form and correctness:**

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

Name: Ben Darby  
Title: District General Counsel

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

[Exhibit Follows on Next Page]

**Exhibit "A"**

**SCOPE OF SERVICES**

**Section 1. INTRODUCTION**

The scope of services described in this section ("Scope of Services") is a general guide and is not intended to be a complete list of all work and materials necessary to complete the project or supply goods or services. The Scope of Services contains work tasks believed necessary for providing Security Guard Service that meets the District's needs.

**Section 2. GENERAL REQUIREMENTS**