Important Instructions.

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

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

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

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For Information Contact ONLY:

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

**RFP # 10-012/CZ**

**BUS SHELTERS**

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEGAL NOTICE</td>
<td>5</td>
</tr>
<tr>
<td>SEALED PROPOSAL LABEL</td>
<td>6</td>
</tr>
<tr>
<td>1.0 OVERVIEW AND PROPOSAL PROCEDURES</td>
<td>8</td>
</tr>
<tr>
<td>1.1 GENERAL</td>
<td>8</td>
</tr>
<tr>
<td>1.2 RFP TIMETABLE</td>
<td>9</td>
</tr>
<tr>
<td>1.3 COMMUNICATIONS WITH THE DISTRICT</td>
<td>9</td>
</tr>
<tr>
<td>1.4 DBE PARTICIPATION</td>
<td>10</td>
</tr>
<tr>
<td>1.5 ADDITIONAL INFORMATION/ADDENDA</td>
<td>11</td>
</tr>
<tr>
<td>1.6 MODIFIED PROPOSALS</td>
<td>11</td>
</tr>
<tr>
<td>1.7 WITHDRAWAL OF PROPOSAL SUBMITTALS</td>
<td>11</td>
</tr>
<tr>
<td>1.8 LATE PROPOSAL</td>
<td>12</td>
</tr>
<tr>
<td>1.9 RFP POSTPONEMENT/CANCELLATION</td>
<td>12</td>
</tr>
<tr>
<td>1.10 COSTS INCURRED BY PROPOSERS</td>
<td>12</td>
</tr>
<tr>
<td>1.11 BUSINESS ENTITY REGISTRATION</td>
<td>12</td>
</tr>
<tr>
<td>1.12 ORAL PRESENTATIONS</td>
<td>13</td>
</tr>
<tr>
<td>1.13 EXCEPTION TO THE RFP</td>
<td>13</td>
</tr>
<tr>
<td>1.14 PROPRIETARY/CONFIDENTIAL INFORMATION</td>
<td>13</td>
</tr>
<tr>
<td>1.15 NEGOTIATIONS</td>
<td>14</td>
</tr>
<tr>
<td>1.16 RIGHTS OF PROTEST</td>
<td>14</td>
</tr>
<tr>
<td>1.17 RULES, REGULATIONS AND LICENSING REQUIREMENTS</td>
<td>14</td>
</tr>
<tr>
<td>1.18 REVIEW OF SUBMISSIONS FOR RESPONSIVENESS</td>
<td>14</td>
</tr>
<tr>
<td>1.19 CRIMINAL CONVICTION</td>
<td>14</td>
</tr>
<tr>
<td>1.20 INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW</td>
<td>15</td>
</tr>
<tr>
<td>1.21 PUBLIC ENTITY CRIMES</td>
<td>15</td>
</tr>
<tr>
<td>1.22 REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS</td>
<td>15</td>
</tr>
<tr>
<td>1.23 FAIR SUBCONTRACTING POLICIES</td>
<td>16</td>
</tr>
<tr>
<td>1.24 BANKRUPTCY</td>
<td>16</td>
</tr>
<tr>
<td>1.25 CONFLICTS OF INTEREST</td>
<td>16</td>
</tr>
<tr>
<td>1.26 PRE-PROPOSAL CONFERENCE</td>
<td>16</td>
</tr>
<tr>
<td>1.27 AMENDMENTS TO THE SOLICITATION</td>
<td>17</td>
</tr>
<tr>
<td>1.28 EXTENSION OF TIME</td>
<td>17</td>
</tr>
<tr>
<td>1.29 NO WAIVER OF SOVEREIGN IMMUNITY</td>
<td>17</td>
</tr>
</tbody>
</table>
1.30 CONTINGENCY FEES
2.0 SCOPE OF SERVICES
2.01 GENERAL
2.02 STRUCTURAL STANDARDS
2.03 PRODUCT STANDARDS
2.04 BASIC SHELTER STYLES
2.05 ACCESSORIES
2.06 ORDERING
2.07 MINIMUM AND MAXIMUM ORDER AMOUNTS
2.08 ASSIGNABILITY
2.09 DELIVERY
3.0 PROPOSAL SUBMITTAL REQUIREMENTS
3.01 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS
   A. Submittal address - Mail or deliver proposals to:
   B. Final Submission: Due Date and Required Copies
3.02 MINIMUM QUALIFICATION
3.03 PROPOSAL FORMAT/CONTENT REQUIREMENTS
4.0 SELECTION PROCESS
   1. GENERAL INFORMATION
   2. EVALUATION CRITERIA
   3. RIGHT OF REJECTION
5.0 GENERAL TERMS AND CONDITIONS
   5.1 CONTRACTUAL PROVISIONS
   5.2 CELLULAR PHONES AND ELECTRONIC DEVICES
APPENDIX A – REQUIRED FORMS CHECKLIST
FORM A – NO PROPOSAL FORM
FORM A-1 - COVER PAGE FOR PROPOSAL
FORM B – BUSINESS INFORMATION
FORM C – DISPUTES DISCLOSURE
FORM D – CONFLICT OF INTEREST AFFIDAVIT
FORM E - ELIGIBLE CONTRACTOR CERTIFICATE
FORM F – AFFIDAVIT OF NON COLLUSION
FORM G – DRUG FREE WORKPLACE CERTIFICATION
FORM H - CERTIFICATION OF RESTRICTIONS ON LOBBYING
FORM I – BUY AMERICA CERTIFICATION
FORM J - (DBE) DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION
FORM K – STATEMENT OF INSURANCE COMPLIANCE
FORM L - EQUAL EMPLOYMENT OPPORTUNITY STATEMENT OF CERTIFICATION
LAKELAND AREA MASS TRANSIT DISTRICT requests formal sealed proposals from qualified firms or individuals interested in providing bus shelters to two (2) transit properties in the Lakeland, Florida area. The transit properties are Lakeland Area Mass Transit District, Lakeland, Florida and Polk County Transit Services, Bartow, Florida.

Scope of Work: The District is seeking proposals from qualified firms interested in the providing Bus Shelters 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.

The initial term of this contract shall be for a period of is anticipated to be one (1) year with one (1) option year for the goods and services as described in the District’s RFP #10-012/CZ. Proposers must submit their proposal in compliance to the minimum qualification requirements (See Section 3.02).

The District will receive proposals at its Shipping and Receiving location, located at 1212 George Jenkins Blvd., Lakeland FL 33815 until 2:00 P.M., prevailing local time on November 15, 2010. Proposals received after such time will not be opened and can be picked up at the proposers expense.

Ordering Instructions: A copy of the subject RFP may be obtained free of charge from the District’s website at www.ridecitrus.com (go to “business opportunities”, then “current solicitations”) or through www.demandstar.com.

Pre-Proposal Conference: A non-mandatory pre-proposal meeting will be held at 2:00 p.m. local time on October 21, 2010, at 1248 George Jenkins Blvd. Those in attendance must sign in at the reception lobby at the administrative office building at 1248 George Jenkins Blvd., Lakeland FL 33815 (Lakeland Industrial Park – Bldg. A) to obtain a temporary security badge. Proposers are strongly suggested to attend. This information session presents an opportunity for proposers to clarify any concerns regarding the RFP requirements. The proposer is cautioned that, although the site visit/pre-proposal conference is optional, no modification or any changes will be allowed in the proposer's pricing because of the failure of the proposer(s) to visit the site or failure to attend the conference.

The District supports and encourages DBE certified firms to participate in the proposal process; the District’s DBE Program goal is 2% of the total FY 2011 contract expenditures. The District only recognizes DBE status based on whether the firm has attained certification from the Florida Department of Transportation Unified Certification Program (UCP).

BY ORDER OF THE LAKELAND AREA MASS TRANSIT DISTRICT

Norma Armstrong
Manager, Procurement & Contracts
SEALED PROPOSAL LABEL

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

SEALED PROPOSAL  
● DO NOT OPEN

RFP NO.: 10-012/CZ

RFP TITLE: Bus Shelters

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

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

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

**Contracts Administrator**: The District’s Contracting Officer, as designated in the district Policy Manual, who is responsible for the administration of the Contract and any changes that subsequently occur.

**D.B.E.:** Disadvantaged Business Enterprise Program

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

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

**Request for Proposal(s) or RFP**: This Request for Proposal RFP #10-012, Bus Shelters.

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

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

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

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

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

**CLIN**: Contract line item number
1.0 OVERVIEW AND PROPOSAL PROCEDURES

1.1 GENERAL

The District seeks proposals for manufactured transit shelters and accessory components to the District. The District’s goal is to provide clean, attractive and safe passenger amenities that promote ridership of the District’s services.

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

The District may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. Proposers may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. The District may accept or reject the exceptions at its sole discretion and the Proposer’s proposal shall be binding on the Proposer as if submitted without exception. The District reserves the right to request and evaluate additional information from any respondent after the submission deadline as the District deems necessary.

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.

The Polk County Transit Services (PCTS) - is a public transit system provided by the Polk County Board of County Commissioners that also serves as the local CTC. PCTS is staffed under the Polk County Human Services Department, an umbrella agency of social services which has an extensive network of support with community organizations and other governmental agencies. PCTS was created by the Polk County Board of County Commissioners to provide transportation to Polk General Hospital in Bartow in 1975. In 1977, the Polk Transportation Planning Organization was established to conduct long-range transportation planning for Polk County. The BOCC and the City of Winter Haven formed Winter Haven Area Transit (WHAT) to provide fixed-route and door-to-door bus service in 1999. Polk County Transit Services currently provides the following services, Winter Haven Area Transit, Rural Area Fixed Route, Door-to-Door Paratransit, and Non-Emergency Stretcher Service. Polk County Transit Services is dedicated to the provision of safe, courteous, clean, prompt, and effective transportation services to the residents of Polk County.

For more information about Polk County, please visit: http://www.polk-county.net.
A system map can be accessed at: http://ridecitrus.com/content/routes/LakelandMap.pdf.
## 1.2 RFP TIMETABLE

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>ISSUANCE OF RFP</td>
<td>10/12/2010</td>
</tr>
<tr>
<td>PRE-PROPOSAL CONFERENCE and SITE VISIT</td>
<td>10/21/2010</td>
</tr>
<tr>
<td>WRITTEN QUESTIONS DUE</td>
<td>11/1/2010</td>
</tr>
<tr>
<td>DUE DATE FOR PROPOSALS</td>
<td>11/15/2010</td>
</tr>
<tr>
<td>SOURCE EVALUATION COMMITTEE MEETING (for Proposal &amp; Scoring Packet distribution)</td>
<td>11/17/2010</td>
</tr>
<tr>
<td>SOURCE EVALUATION COMMITTEE MEETING (Scoring and discussion – Shortlist)</td>
<td>11/23/2010</td>
</tr>
<tr>
<td>SOURCE EVALUATION COMMITTEE MEETING (Oral Presentations – if required)</td>
<td>TBD</td>
</tr>
<tr>
<td>BOARD APPROVAL</td>
<td>12/14/2010</td>
</tr>
<tr>
<td>CONTRACT AWARD</td>
<td>TBD</td>
</tr>
<tr>
<td>NOTICE TO PROCEED</td>
<td>TBD</td>
</tr>
</tbody>
</table>

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

## 1.3 COMMUNICATIONS WITH THE DISTRICT

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

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

Cathy Zickefoose, Contracts Specialist  
E-mail: czickefoose@ridecitrus.com
The closing date for receipt of written questions will be close of business, November 1, 2010.

Proposers 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 proposers from further participation in this procurement, and from award of any contract or subcontract under this solicitation.

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

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

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

The Contracting Officer for this RFP is:
Cathy Zickefoose, Contract Specialist
Lakeland Area Mass Transit District
1248 George Jenkins Blvd, Lakeland, Fl 33815
(863) 327-1314 phone
(863) 327-1345 fax
czickefoose@ridecitrus.com

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

(a) It is the policy of the District and the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in Form J of this solicitation and pursuant to 49 Code of Federal Regulations (CFR) Part 26, are provided a level playing field, thus fostering an equal opportunity for them to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this solicitation. In this regard, all proposers shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have a level playing field and an opportunity to compete for and perform contracts. The District and all proposers shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts or subcontracts.

Please use the District’s web site for resources concerning your due-diligence FDOT Unified Certification Program directory search: www.ridecitrus.com, then click on Business Opportunities.
All DBE participation included in this RFP must be certified by a local municipality, the state or a federal agency as specified in Form J. **Certifications for any DBE’s must be included for any DBE being submitted.**

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

### 1.5 ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing and received by the District’s Contracting Officer for this RFP, in accordance with **Section 1.3** above, no later than the deadline for receipt of questions specified in the RFP Timetable. The request must contain the RFP number and title, Proposer’s name, name of Proposer’s contact person, address, phone number, and facsimile number.

Electronic facsimile requesting additional information will be received by the RFP Contracting Officer at the fax number specified in **Section 1.3** above. Facsimiles must have a cover sheet which includes, at a minimum, the Proposer's name, name of Proposer’s contact person, address, number of pages transmitted, phone number, facsimile number, and RFP number and title.

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

It is the Proposer’s responsibility to assure receipt of all addenda. The Proposer should verify with the designated Procurement Contracting Officer prior to submitting a qualifications submission that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their qualifications submission (see attached Form P).

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

### 1.6 MODIFIED PROPOSALS

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

### 1.7 WITHDRAWAL OF PROPOSAL SUBMITTALS

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

1.8 **LATE PROPOSAL SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

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

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

1.9 **RFP POSTPONEMENT/CANCELLATION**

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

1.10 **COSTS INCURRED BY PROPOSERS**

All expenses involved with the preparation and submission of proposals to the District, or any work performed in connection therewith, shall be borne by the Proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the Proposer(s) prior to commencement of work as defined by a contract approved by the Board of the Lakeland Area Mass Transit District.

1.11 **BUSINESS ENTITY REGISTRATION**

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

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

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

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

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

Where exceptions are taken, the District shall determine the acceptability of the proposed exceptions. The District, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the District may insist that the Proposer furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding Section, paragraph and page number in this RFP. However, the District is under no obligation to accept any exceptions. If no exception is stated, the District will assume that the Proposer will accept all terms and conditions.

1.14 PROPRIETARY/CONFIDENTIAL INFORMATION
Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

Please note that the District is bound by a broad public records disclosure law (Chapter 286 et. seq., Florida Statutes, the “Sunshine Act”). If your firm wishes to deem any trade secret information in its submission as proprietary/confidential, please mark “Proprietary/Confidential Information” or the substantial equivalent thereof on EACH page you wish redacted (withheld) from public records disclosure (Ch. 812.081; 815.04, et seq., Florida Statutes). You must provide the appropriate Florida Statute citation in order for each section to be deemed by the agency as trade secret/confidential, and a written explanation (Form N). However, doing so does not guarantee that the District will be able to comply with such a request should your firm provide documents which do not meet the statutory definition of a confidential trade-secret, notwithstanding the aforementioned marking, and/or if a public records requestor successfully challenges the redaction in a court of law. Accordingly, by submitting a proposal, your firm acknowledges the foregoing and consents to holding the District and its employees harmless for necessary disclosures of information pursuant to a properly filed public records request. The District is not liable for necessary and proper disclosures of information pursuant to a properly filed public records request, and by submitting a proposal, your firm consents to this waiver. The redaction or return of information pursuant to this paragraph may render a proposal non-responsive.
1.15 NEGOTIATIONS
The District may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

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

1.16 RIGHTS OF PROTEST
The District’s Policy Manual, found at www.ridecitrus.com defines the procedure that will be followed for resolution of protests arising from the procurement process. The District reserves the right to waive any minor informalities or irregularities that do not prejudice other Proposers and/or to reject any and all proposals submitted in response to any RFP. Conditional proposals or those that take exception to the Scope of Services may be considered non-responsive and may be rejected by the District.

1.17 RULES, REGULATIONS AND LICENSING REQUIREMENTS
The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

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

1.19 CRIMINAL CONVICTION
Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the District.
1.20 INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW
In connection with any award issued as a result of this RFP, the District has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the District deems it appropriate to do so. Upon written notice from the District, the selected Proposer shall make available, to the IPSIG retained by the District, all requested records and documentation pertaining to this RFP or any subsequent award, for inspection and copying. The District will be responsible for the payment of these IPSIG services, and under no circumstance shall the Proposer's cost/price for this RFP or any subsequent work orders awarded be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Proposer, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the District to conduct, audit or investigate the operations, activities and performance of the selected Proposer in connection with this RFP or any contract issued as a result of this RFP. The terms of this provision are neither intended nor shall they be construed to impose any liability on the District by the selected Proposer or third party.

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

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

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

1.22 REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS ON DISTRICT CONTRACTS
Proposals for contracts involving the expenditure of $100,000 or more shall include a listing of subcontractors and suppliers who will be used on the contract. The required listing must be filed prior to the contract award. The required listing must be submitted even though the Proposer will not utilize subcontractors or suppliers on the contract. In the latter case, the listing must expressly state no subcontractors, or suppliers, as the case may be, will be used on the contract. (See Form A-1)
1.23 FAIR SUBCONTRACTING POLICIES
All selected Proposers on District contracts in which subcontractors may be used shall be subject to and comply with, requiring Proposers to provide a detailed statement of their policies and procedures for awarding subcontracts which:
notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
invites local subcontractors to submit bids/proposals in a practical, expedient way;
provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
allows local subcontractors to meet with appropriate personnel of the Proposer to discuss the Proposer's requirements; and
awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Proposer's stated objectives.

All Proposers seeking to contract with the District shall, as a condition of award, provide a statement of their subcontracting policies and procedures. Proposers who fail to provide a statement of their policies and procedures may not be recommended for award.
The term "local" means having headquarters located in Polk County or having a place of business located in Polk County from which the contract or subcontract will be performed. The term “subcontractor” means a business independent of a Proposer that may agree with the Proposer to perform a portion of a contract. The term “subcontract” means an agreement between a Proposer and a subcontractor to perform a portion of a contract between the Proposer and the District.

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

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

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

If you are planning to attend this conference telephonically, please inform the Contract Specialist in writing prior to the date of the pre-proposal conference and note the information below:
1.27 **AMENDMENTS TO THE SOLICITATION**

The District may revise this RFP at any time, when the District deems it to be in the best interest of the District. If it becomes necessary to revise any part of this RFP, an addendum to the solicitation will be provided to all parties who have previously received an official copy of this RFP from the District.

1.28 **EXTENSION OF TIME**

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

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

1.29 **NO WAIVER OF SOVEREIGN IMMUNITY**

The District is an agency and a body politic of the State of Florida and, as such, is entitled to the benefits of sovereign immunity provided in the Florida Constitution and the statutes and laws of the State of Florida.

With this background, nothing contained in this RFP nor contained in the contract to be entered into herefrom, whether by action or provisions hereof, shall constitute any waiver by the District of the benefits of said sovereign immunity under the laws of the State of Florida.

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

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

1.30 **CONTINGENCY FEES**

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

**END OF SECTION 1**
2.0. SCOPE OF SERVICES

2.01. GENERAL

All shelters must be fabricated using only first quality materials. They must be designed and constructed of materials and finishes that are demonstrated to minimize maintenance and provide maximum weather and vandal resistance. Shelters and accessory components are to be designed and constructed so that they will enhance the adjacent surroundings. The selection of the most attractive and effective design shall be solely at the discretion of the District.

All shelters shall be factory prefabricated with an aluminum framework, suitable for supporting wall panels and roof panels. The shelters shall be of an open front design. The rear panel shall be perforated metal with ¼” holes. The side walls shall be glazed with uv protected polycarbonate. The sponsor case will be an integral part of the downstream side wall and inclusive of the shelter cost. Shelters shall be designed to be installed on concrete pads with threaded anchor bolts.

2.02. STRUCTURAL STANDARDS

Shelters must be engineered and built to meet or exceed all applicable Florida building codes, wind loads, and seismic load specifications and to be in full compliance with ADA and Florida Accessibility Code. The manufacturer must provide all shop drawings of the shelters, certified by a professional structural engineer, licensed to practice in the State of Florida, including details for accessory components, mounting applications and hardware to ensure all applicable building codes are met.

Drawings shall meet the building permit requirements for the permitting jurisdiction. Signed sealed drawings will be provided in a manner specified by local jurisdictions. Permit drawings shall include the pad thickness required to anchor the shelter in place and detail minimum requirements for installation to support the shelter size and configuration. Engineer shall provide cover letter authorizing the “master permitting” of shelter plans in Lakeland and Polk County, Florida to assist the District in the ease of installation permitting.

The vendor shall provide one set of signed, sealed structural drawings for each shelter style proposed for review and evaluation by the District.

2.03. PRODUCT STANDARDS

Only first quality materials, workmanship and finish shall be acceptable. The following specifications must be met at a minimum.

All materials and workmanship shall be guaranteed to be free of defects and UV deterioration for a minimum of one (1) year from date of delivery. Any defects shall be rectified or replaced to meet specifications at the expense of the manufacturer, including freight and parts.

Finish shall be premium polyester powder coat, applied over a chromate conversion coat. Powder coat is to be certified to comply with MIL C 5541 specifications. The District is currently using two (2) roof colors RAL 3016 Coral Red and RAL 6002 Leaf Green. All other components and accessories are RAL 9004 Signal black. A touch up paint kit at no charge shall be included with each shelter delivered.

Roof shall be aluminum panels, standing seam, gable style. Water runoff shall be diverted away from the open front and the drainage system shall be designed to eliminate weep holes and avoid any possible entrapment of standing water.
All fasteners shall be stainless steel and sized to meet specified loads. Tamper resistant hardware will be utilized where practical.

All aluminum extrusions and components shall be AA6063-T5, minimum 1/8 inch wall thickness.

Complete installation instructions shall accompany each shelter order.

2.04. BASIC SHELTER STYLES

Three (3) basic shelter styles will be provided to meet the District’s current design criteria. The shelters shall be similar to the photo shown below or approved equal:

**CLIN A01**: Full Size - Nominal footprint four feet by twelve feet (4'X12')
**CLIN A02**: Half Size - Nominal footprint two feet by twelve feet w/ cantilevered roof (2'X12')
**CLIN A03**: Super Size – Nominal footprint eight feet by seventeen feet with high peak roof (8'X17')
2.05. ACCESSORIES

The following specifications for each accessory must be met at a minimum.

- **Fasteners** shall be stainless steel and sized to meet specified loads. Tamper resistant hardware will be utilized where practical.

- **Trash Receptacles** shall be circular in design and same style as shelters. Nominal size 30-35 gallon capacity, lockable removable cover lid and meet powder coat specifications MIL C 5541. Designed to be secured to concrete slab.

- **Map/Sponsor** cases shall be the same design and style as the shelters. Clear uv polycarbonate glazing, powder coat specifications MIL C 5541 standards with a minimum one (1) year warranty and pro-rated product standards against peeling, lifting or flaking. Tamper resistant hardware Cases shall be hinged with tamper resistant hardware

- **Map Case** shall be a size to accommodate a 31”wide by 46” high copy area.

- **Sponsor Case** shall be a size to accommodate a 34 1/2” wide by 30” high copy area. *Per Section 2.01, the cost of this case is to be included in the shelter cost.*

- **Bench** shall conform to ADA Standards for Transportation Facilities specifications 903.1, 903.2, 903.3, 903.4, 903.5 and 903.6 and shall be a nominal length of 72”, anti vagrant bars,
powder coat specifications MIL C 5541 with a minimum one (1) year warranty against lifting, peeling or flaking, surface mounted to slab.

- **Solar lighting** shall consist of a roof mounted solar panel, a self-contained, tamper resistant housing to accommodate LED light(s), batteries and controller. The lights shall be adjusted to stay on from dusk until dawn. A minimum of 5 footcandles shall be maintained from dusk to dawn. Describe lumens/candle power, dusk to dawn features and component warranties.

- **Bike rack(s)** shall be designed to accommodate a single and double bike. All bike racks shall be powder coated and designed to be secured to a concrete slab.

### 2.06. ORDERING

(a) Any supplies and services to be furnished under this contract shall be obtained by the issuance of orders. Orders shall be placed directly from the individual agencies. The individual Agency’s Contracting Officer and his designated representative(s) are the only individuals with the authority to place orders against this contract.

(b) All orders are subject to the terms and conditions of this contract. In the event of conflict between an order and this contract, the contract shall control.

### 2.07. MINIMUM AND MAXIMUM ORDER AMOUNTS

The minimum number of shelters to be purchased is sixteen (16). The maximum number of shelters to be purchased is twenty four (24) in the contract period. There is no minimum or maximum number of each different size. The minimum and maximum are for the total number of shelters to be purchased. Each Consortium member has a maximum number of shelters they can purchase irregardless of the size of the shelter.

### 2.08. ASSIGNABILITY

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the prior written consent of the Contracting Officer. In addition, any and all successors or assigns of the contractor whether by sale or merger or otherwise shall be approved in writing by the District prior to working on this contract.

### 2.09. DELIVERY

(a) Receiving hours are from 8:00 am to 4:00 pm, Monday through Friday. Deliveries shall be made by flat bed truck or flat bed trailer. Shelters shall be prefabricated and shipped in knock down condition. Parts to be clearly identified and complete instructions are to be provided. All hardware is to be prepackaged in complete kits for each individual shelter. Bill of lading will provide detailed inventory of all hardware and components included in shipment.

(b) Manufacturer shall include the cost of freight. Delivery F.O.B. Destination. All deliveries shall be made F.O.B. destination, within the District's premises. The term “F.O.B. destination, within the District's premises,” as used in this clause, means free of expense to the District. The delivery sites are located at:

- Lakeland Area Mass Transit District – Citrus Connection
  1110 George Jenkins Blvd.
  Lakeland, FL 33815

- Polk County Fleet Maintenance
Attn: Transit Services
2450 Bob Phillips Road
Bartow, FL 33830

END OF SECTION 2
3.0 PROPOSAL SUBMITTAL REQUIREMENTS

3.01. INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS

A. Submittal address - Mail or deliver proposals to:

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

   Proposals shall be enclosed in sealed envelopes or sealed cartons that should include the following on the address label (see sealed proposal label – page 4):
   1. RFP #
   2. RFP Title
   3. Proposal due date/time
   4. Proposer(s) name, address

B. Final Submission: Due Date and Required Copies

   Proposals must be submitted with one (1) original and six (6) copies to be received by the District as listed above not later than 2:00 PM local time on November 15, 2010. Proposals received after this deadline will be deemed as non-responsive and will receive no further consideration.

3.02. MINIMUM QUALIFICATION

   The Proposal must include the items listed herein. Failure to include the minimum qualification requirements for this solicitation may result in your proposal being declared non-responsive. Proposers who do not meet the minimum qualification requirement or who fail to provide supporting documentation will not be considered.

   The minimum qualification requirements for this solicitation are as follows:
   A. Provide a copy of your company's Business license allowing you to do business in the state of Florida with your Proposal. Your Business License should be inserted in your 3-ring binder proposal directly behind your cover letter.

3.03. PROPOSAL FORMAT/CONTENT REQUIREMENTS

   The following paragraphs detail the instructions and order to be followed in preparing a response to this RFP. The District reserves the right to reject any Proposal as non-responsive if the Proposal fails to include any of the required information in the specified order. Each part of the Proposal should be clearly labeled and tabbed for easy reference. The Proposal shall be submitted in 8½” by 11” format with foldouts utilized as necessary.

   To aid in timely, effective review of all Proposals, it is required that each respondent closely follow the format provided below. Additional information, such as company brochures and literature, may be included in the submittal but should be provided as attachments to the Proposal, not part of the Proposal text.
The Proposal must address the items listed herein. Failure by a Proposer to respond to a specific requirement may be a basis for elimination from consideration during the comparative evaluation. The District reserves the right to accept or reject any or all Proposals.

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

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

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

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

   1. **Client References**

      This portion of the proposal should demonstrate the extent to which the Proposer is qualified to perform the scope of work outlined in this RFP. Identify other active shelter contracts that your firm has or have completed in the last five (5) years.

      Note: Discovered references not listed may be contacted by the District.

   2. **Forms**

      Proposer shall provide all forms marked required forms on Appendix A – Required Forms Checklist

   3. **Structural Specifications/Drawings**

      Proposer shall provide all structural specifications and shop drawings of the shelters certified by a professional structural engineer, licensed to practice in the State of Florida, including details for accessory components, mounting applications and hardware to ensure all applicable building code standards are met. Describe how your product meets or exceeds the minimum specifications as outlined in 2.02, 2.03 and 2.04. One set of drawings shall be included with the proposal.

   4. **Pricing**

      Form O shall be placed under a separate tab
5. **Sample Installation Manual**

Complete set installation manual for each shelter proposed

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

**END OF SECTION 3.0**
4.0 **SELECTION PROCESS**

1. **GENERAL INFORMATION**

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

2. **EVALUATION CRITERIA**

The SEC (Source Evaluation Committee) will issue an award based on a best-value determination using the following criteria. The U.S. General Accounting Office acknowledges broad agency discretion in selection. Best-value source selection involves subjective analysis, by its very nature. It cannot be reduced to a mechanical, mathematical exercise. Source selection officials have broad discretion to determine the manner and extent to which they will make use of the technical and price evaluation results in negotiated procurements.

- In deciding between competing proposals, price/technical tradeoffs may be made; the propriety of such tradeoffs turns not on the difference in technical scores or ratings, but on whether the source selection official's judgment concerning the significance of that difference was reasonable and adequately justified in light of the RFP evaluation scheme.

- The discretion to determine whether the technical advantages associated with a higher-priced proposal are worth the price premium exists notwithstanding the fact that price is equal to or more important than other factors in the evaluation scheme.

- In a best-value procurement, an agency's selection of a higher-priced, higher-rated offer should be supported by a determination that the technical superiority of the higher-priced offer warrants the additional cost involved.

The SEC will evaluate the proposals on the criteria listed below. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per SEC member. A Proposer may receive the maximum points or a portion of this score depending on the merit of its proposal, as judged by the SEC in accordance with the following:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Cost – Best Overall Value</td>
<td>25</td>
</tr>
<tr>
<td>2. Structural specifications</td>
<td>25</td>
</tr>
<tr>
<td>3. Ease of Assembly</td>
<td>25</td>
</tr>
<tr>
<td>4. Delivery Time from receipt of purchase order</td>
<td>20</td>
</tr>
</tbody>
</table>
3. RIGHT OF REJECTION

a. The District reserves the right to, at any time, and in the District's sole discretion, reject any or all Proposals; waive any informality in such Proposals; to request new Proposals; to revise the RFP; extend the submission date of Proposals; withdraw the RFP; reject all Proposals; not award the Contract; reject a member of the Proposer’s team; or not award a portion of the Contract. Revisions to this RFP, if any, shall be made by written addendum.

b. The receipt of Proposals shall NOT in any way obligate the District to enter into a consultant agreement or contract of any kind with any Proposer.

c. The notification of an intent to award the Contract to a Proposer does not create a relationship of any kind between the District and the Proposer, and Proposer shall not rely on such notification. Unless explicitly written to the contrary, all Contracts to be awarded by the District require the approval of the District Governing Board and the District general counsel, and no instrument or agreement shall be binding on the District unless approved as required herein.

d. Conditional proposals or those which take exception to the specifications may be considered non-responsive and may be rejected.
5.0 SECTION 5.0 – GENERAL TERMS AND CONDITIONS

5.1 CONTRACTUAL PROVISIONS

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

The form of contract that the District intends to use for award is attached for reference (see Exhibit 1). Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the Proposal, with exceptions clearly noted. The District has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion. The District may require the successful Proposer to insert certain provisions in all subcontracts issued pursuant to the Contract. The applicable provisions are contained by Exhibit 1 attached to this solicitation.

5.2 CELLULAR PHONES AND ELECTRONIC DEVICES

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

END OF SECTION 5.0
### APPENDIX A – REQUIRED FORMS CHECKLIST

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

<table>
<thead>
<tr>
<th>REQUIRED FORMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Form A- No proposal form (Submit ONLY if NOT submitting a proposal)</td>
</tr>
<tr>
<td>X Form A-1 Cover Page for Proposal</td>
</tr>
<tr>
<td>X Form B- Business Information</td>
</tr>
<tr>
<td>X Form C- Disputes Disclosure</td>
</tr>
<tr>
<td>X Form D- Conflict of Interest</td>
</tr>
<tr>
<td>X Form E- Eligible Contractor Certificate</td>
</tr>
<tr>
<td>X Form F- Affidavit of Non-Collusion</td>
</tr>
<tr>
<td>X Form G- Drug Free Workplace Certificate</td>
</tr>
<tr>
<td>X Form H- Lobbying Activities Certificate</td>
</tr>
<tr>
<td>X Form I- Buy America Act Certification</td>
</tr>
<tr>
<td>Form J- Disadvantaged Business Entity Certification</td>
</tr>
<tr>
<td>X Form K- Statement of Insurance</td>
</tr>
<tr>
<td>X Form L- Equal Employment Opportunity Certification</td>
</tr>
<tr>
<td>X Form M- Proposer’s Questionnaire</td>
</tr>
<tr>
<td>X Form N – Proprietary/Trade Secret Confidential Requests</td>
</tr>
<tr>
<td>X Form O – Cost and Price Summary</td>
</tr>
</tbody>
</table>
FORM A – NO PROPOSAL FORM

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

RFP # _______
Title: __________________

Statement of No Proposal Form

If submitting this form, the vendor shall return this form to the District Contract Specialist, P.O. Box 1687, Lakeland FL 33802 or via e-mail: czickefoose@ridecitrus.com.

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

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

Explanations regarding above:___________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

_______________________  _________________________________________
Firm Name    Telephone and email address

______________________  __________________________________________
Date     Respondent (point of contact) Name

END OF FORM A
## FORM A-1: COVER PAGE FOR PROPOSAL

<table>
<thead>
<tr>
<th>PROPOSER’S NAME (Name of firm, entity or organization):</th>
</tr>
</thead>
<tbody>
<tr>
<td>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</td>
</tr>
<tr>
<td>NAME AND TITLE OF PROPOSER’S CONTACT PERSON:</td>
</tr>
<tr>
<td>Name: ___________________ Title: _____________________</td>
</tr>
<tr>
<td>MAILING ADDRESS:</td>
</tr>
<tr>
<td>Street Address: ______________________________________</td>
</tr>
<tr>
<td>City, State, Zip: ____________________________________</td>
</tr>
<tr>
<td>TELEPHONE: (<em><strong>) ___________ FAX: (</strong></em>) ___________ E-MAIL ADDRESS: ____________________________</td>
</tr>
<tr>
<td>PROPOSER’S ORGANIZATIONAL STRUCTURE:</td>
</tr>
<tr>
<td>___Corporation ___Partnership ___Proprietorship ___ Joint Venture</td>
</tr>
<tr>
<td>___ Other (Explain): ________________________________</td>
</tr>
<tr>
<td>IF CORPORATION,</td>
</tr>
<tr>
<td>Date Incorporated/Organized: _________ State Incorporated/Organized: __________</td>
</tr>
<tr>
<td>States registered in as foreign corporation: __________</td>
</tr>
<tr>
<td>PROPOSER’S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:</td>
</tr>
<tr>
<td>LIST NAMES OF PROPOSER’S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:</td>
</tr>
<tr>
<td>CRIMINAL CONVICTION DISCLOSURE:</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>□ Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.</td>
</tr>
<tr>
<td>PROPOSER’S AUTHORIZED SIGNATURE:</td>
</tr>
<tr>
<td>The undersigned hereby certifies that this proposal is submitted in response to this solicitation.</td>
</tr>
<tr>
<td>THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE DISTRICT MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.</td>
</tr>
<tr>
<td>Signed By: ___________________ Date: __________________</td>
</tr>
<tr>
<td>Print Name: ___________________ Title: __________________</td>
</tr>
</tbody>
</table>

END OF FORM A-1
FORM B – BUSINESS INFORMATION

BUSINESS INFORMATION

B.01 TYPE OF BUSINESS:
The Proposer represents as part of its offer that it operates as
(Mark (1) with an "X"):
- An individual
- A partnership
- A sole proprietorship
- A corporation
- Another entity

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

B.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)
The Proposer represents as part of its offer that it (Mark (1) one with an "X"):
- Is
- Is not

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

B.03 CONTINGENT FEE
Except for full-time bona fide employees working solely for the Proposer, the offeror represents as part of its offer that it (Mark (1) one with an "X"):
- Has
- Has not

employed or retained any company or persons to solicit or obtain this contract, and (Mark one with an "X"):
- Has
- Has not

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

The Proposer agrees to provide information relating to subparagraph A. above, as requested by the Contract Administrator.
B.04 INTEREST OF PUBLIC OFFICIALS
The Proposer represents and warrants that no employee, official, or member of the Board (Executive Committee) of the District is or will be interested or benefited directly or indirectly in this Contract.

B.05 COVENANT AGAINST GRATUITIES
The Proposer represents as part of its offer that neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of LAMTD, with the attempt toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the Contract. See the General Provisions Clause entitled "Interest of Public Officials."

B.06 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
The Proposer represents as part of its offer that it (Mark (1) one with an "X"):

- Has
- Has not

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

B.07 AFFIRMATIVE ACTION COMPLIANCE
A. The Proposer represents as part of its offer that it has a workforce of ______ (# of employees): It (Mark one with an "X"):

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

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

- Has
- Has not

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

B.08 PARENT COMPANY AND IDENTIFYING DATA
A. The Proposer represents as part of its offer that it (Mark one with an "X"):

- Is
- Is not

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

B. If the Proposer is not owned or controlled by a parent company, it shall insert its
own Employer's Identification Number below:

C. If the Proposer is owned or controlled by a parent company, it shall enter in the
blocks below the name and main office address of the parent company, and the
parent company's Employer's Identification Number.

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


**PARENT COMPANY'S EMPLOYER'S IDENTIFICATION**

#: ________________________________

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

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

1. The prices in this offer have been arrived at independently, without
   consultation, communication, or agreement, for the purpose of restricting
   competition, as to any matter relating to such prices with any other
   proposer or with any competitor.

2. Unless otherwise required by law, the prices quoted in this offer, have not
   been knowingly disclosed by the Proposer. The Proposer before the
   opening (in the case of an advertised procurement) or prior to award (in the
   case of a negotiated procurement) will not knowingly disclose it either
directly or indirectly to any other Proposer or to any competitor.

3. No attempt made or will be made by the Proposer to induce any other
   person or firm to submit or not to submit an offer, or to restrict competition.

B. Each person signing this offer certifies that:

1. He or she is the person in the Proposer’s organization responsible within that
   organization for the decision as to the prices offered herein and that he/she
   has not participated, and will not participate, in any action contrary to A.1.
   through A.3 above or

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

**B.10 DISADVANTAGED BUSINESS ENTERPRISE GOALS**

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

**B.11 CLEAN AIR AND WATER CERTIFICATION**
Applicable if the offer exceeds $100,000, or the Contract Administrator believes that orders under an indefinite contract in any year will exceed $100,000, if a facility to be used has been the subject of a conviction under the Air Act [42 U.S.C. 7413 (c) (1)] or the Water Act [33 U.S.C. 1319 (c), and is listed by the Environmental Protection Agency (EPA) as a violating facility, and the acquisition is not otherwise exempt.

By submission of this offer, the Proposer certifies that:

A. Any facility to be used in the performance of this proposed contract mark (1) with an "X":
   - □ Is
   - □ Is not listed on the EPA List of Violating Facilities

B. It will immediately notify the Contracting Officer, before award, of the receipt of any communication from the administrator, or a designee of the EPA, that any facility which it proposes to use for the performance of the Contract is under consideration to be listed on the EPA List of Violating Facilities. It will include a certification substantially the same as this certification, including this paragraph C., in every nonexempt subcontract.

B.12 CERTIFICATION ON NON-SEGREGATED FACILITIES

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

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

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

B.13 CERTIFICATION REGARDING DEBARMEMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS, PRIME CONTRACT
A. In accordance with provisions of 49 CFR Part 29 and the certification instructions contained therein, the Proposer certifies, to the best of its knowledge and belief, that it and/or any of its Principals (mark one with an "X"):

- Are
- Are not

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

- Have
- Had not

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

- Are
- Are not

Presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in subparagraph A.2. of this certification; and (mark one with an "X");

- Have
- Had not

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

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

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

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

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

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

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

The name of your financial accounting software is: ________________________, provided by [insert vendor name]: ________________________.

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

__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

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

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

2. Where the prospective subcontractor is unable to certify to any of the statements in this certification, such prospective subcontractor shall attach an explanation to this offer.

Certified:

Name of Proposer Firm/Company: _________________________
Authorized Signature: ________________________________
Print Name: _______________________________________
Date: ______________________

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

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

END OF FORM B
FORM C – DISPUTES DISCLOSURE

Answer the following questions by placing an “X” after “YES” or “NO”.

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

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

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

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

___________________________________ (Firm)  _____________________________ (Date)

AUTHORIZED SIGNATURE  ________________________________________________

OFFICER TITLE

PRINTED OR TYPED NAME  _____________________________

STATE OF:  _____________________________  COUNTY OF:  _____________________________

The foregoing instrument was acknowledged before me this _____ day of ________, 20____.

By___________________________________, of ________________________________ (Corporation), a

___________________________ Corporation, on behalf of the corporation. He/She is personally known
to me or has produced ___________________________________ as identification.

___________________________________ Notary Public My commission expires: _____________________________

END OF FORM C
FORM D – CONFLICT OF INTEREST AFFIDAVIT

STATE OF _____________
COUNTY OF ______________

Before me, the undersigned authority duly authorized in the state and county aforesaid to take acknowledgments, personally appeared ____________________, as (title) ______________ of (name of firm) ______________________ ("Affiant"), who after first being duly sworn, deposed and stated the following:
1. I am the (title) ________________________________________________ of (name of firm) ________________________________________ with a local office in ____________________ and principal office in ________________________________________. The above named entity is submitting a Proposal for LAMTD, d.b.a Citrus Connection, described as: RFP # ______________, entitled: _______________________________________________.
2. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted on behalf of the above named entity and that the entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity’s submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the contract for this project.
5. Neither the entity nor its affiliates, nor any one associated with them is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity’s ownership or management is presently applying for an employee position or actively seeking an elected position with the District.
8. I certify that no member of the entity’s ownership or management, or staff has a vested interest in any aspect of the District.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the District.

___________________________________                     ______________________________
Signature       Date

____________________________________________________________________________
Typed Name and Title

Sworn to and subscribed before me this ______ day of ____________________, 20__.
Personally known ___ OR produced identification ___. Identification type: __________________________
Notary Public: State of _____________________ County of ____________________.
Printed, typed, or stamped commissioned name of notary public

My commission expires ___________________________.

END OF FORM D
FORM E - ELIGIBLE CONTRACTOR CERTIFICATE

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

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

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

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

Submitted (DATE): ____________________________

Signature: ____________________________

Title: ____________________________

Date: ____________________________

Address: ____________________________

City, State, & Zip: ____________________________

Telephone: ____________________________

END OF FORM E
FORM F – AFFIDAVIT OF NON COLLUSION

STATE OF ________________

COUNTY OF ________________

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

1. That I am the proposer (if the proposer is an individual) or a partner of the proposer (if the proposer is a partnership) or an officer or employee of the proposing corporation, having authority to assign on its behalf (if the proposer is a corporation);

2. That the proposer has arrived at the attached proposal or proposals independently, and have been submitted without collusion with, and agreement, understanding or planned common course of action with any other vendor of material proposals, designed to limit independent bidding or competition;

3. That the contents of the proposal or proposals have not been communicated by the proposer, employees or agents to any person not an employee or agent of the proposer. Surety on any bond furnished with the proposal or proposals, will not be communicated to any such person prior to the official opening of the proposal or proposals; and

4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

______________________________

Signed

______________________________

Firm Name

Proposer’s F.E.I. Number (used on employers Quarterly Federal Tax returns.)

Sworn to and subscribed before me this _______day of _______________________, 20____.

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

Notary Public: State of ____________________ County of ____________________.

Printed, typed, or stamped commissioned name of notary public

My commission expires ___________________________.

END OF FORM F
FORM G – DRUG FREE WORKPLACE CERTIFICATION

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

A. Publishing a statement notifying employees that unlawfully manufacturing, distributing, dispensing, possessing, or using a controlled substance on the District property is prohibited and specifying the actions that will be taken against employees for violations of such prohibition.

B. Establishing a drug-free awareness program to inform employees about:
   • The dangers of drug abuse in the workplace, the proposer’s policy of maintaining a drug-free workplace; any drug counseling, rehabilitation, and employee assistance programs that are available in the community; the penalties that will be imposed upon employees for drug abuse violations occurring on the proposer’s or LAMTD property.

C. Making it a requirement that each employee to be engaged in the performance of the contract with LAMTD be given a copy of the statement required by paragraph A.

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the contract with the District, the employee will:
   • Abide by the terms of the statement; notify the contractor of any drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Notifying the District within ten (10) days after receiving notice under paragraph D from an employee or otherwise receiving actual notice of such conviction. Taking one of the following actions within 30 days of receiving notice under subparagraph (D) with respect to any employee so convicted:

F. Taking appropriate personnel action against such an employee, up to and including termination. Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State or local health, law enforcement, or other appropriate agency.

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E, and F.

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

Name: ________________________________
Street Address: ________________________________
City: ________________________________
State: ________________________________
Zip Code: ________________________________
Authorized Official’s Signature: ________________________________
Title: ________________________________
Date: ________________________________

END OF FORM G
FORM H - CERTIFICATION OF RESTRICTIONS ON LOBBYING

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction as imposed by 31 USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

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

Signature of Proposer’s Authorized Official

________________________________________________ _______________________

Name and Title of Proposer’s Authorized Official Date

END OF FORM H – THE FORM NEXT PAGE IS FOR YOUR REFERENCE CONCERNING POSSIBLE FUTURE FILINGS, IF REQUIRED.
# DISCLOSURE OF LOBBYING ACTIVITIES

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

(See reverse for public burden disclosure.)

1. **Type of Federal Action:**
   - [ ] a. contract
   - [ ] b. grant
   - [ ] c. cooperative agreement
   - [ ] d. loan
   - [ ] e. loan guarantee
   - [ ] f. loan insurance

2. **Status of Federal Action:**
   - [ ] a. bid/offer/application
   - [ ] b. initial award
   - [ ] c. post-award

3. **Report Type:**
   - [ ] a. initial filing
   - [ ] b. material change

   **For Material Change Only:**
   - year ________ quarter _______
   - date of last report ____________

4. **Name and Address of Reporting Entity:**
   - [ ] Prime
   - [ ] Subawardee
   - Tier ______, if known:

5. **Congressional District, if known:**

6. **Federal Department/Agency:**

7. **Congressional District, if known:**

8. **Federal Action Number, if known:**

9. **Award Amount, if known:**
   - $

10. **Name and Address of Lobbying Registrant**
    - (if individual, last name, first name, MI):

11. **Individuals Performing Services** (including address if different from No. 10a)
    - (last name, first name, MI):

---

12. **Information requested through this form is authorized by title 31 U.S.C. section 1352. The disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.**

   **Signature:** __________________________
   **Print Name:** __________________________
   **Title:** __________________________
   **Telephone No.:** __________________________
   **Date:** __________________________

---

**Federal Use Only:**

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

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

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

Date __________________________________________

Signature _________________________________________

Company Name _____________________________________

Title ______________________________________________

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

Date __________________________________________

Signature _________________________________________

Company Name _____________________________________

Title ______________________________________________

END OF FORM I
FORM J - (DBE) DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

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

Policy Statement
The District has established an overall agency goal of 2% participation by certified Disadvantaged Business Enterprises (DBEs) in procurements of all goods and services. All businesses to be considered DBEs for the purposes of achieving this goal must provide with its proposal a current certification. The U.S. Department of Transportation (DOT) requires that all Florida DOT recipients, such as LAMTD participate in a Uniform Certification Program. To access the complete directory, please visit: https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp and select the method in which you would like to search. Be sure to only use the businesses certified under the UCP category as a DBE.

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

Banks and Financial Institutions
The firm is encouraged to utilize the services of disadvantaged, minority and woman-owned banks and financial institutions. The identity of such banks is available at http://www.fms.treas.gov/mbdp/current/list/html.
FORM K – STATEMENT OF INSURANCE COMPLIANCE

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

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

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

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

In addition, the policy(ies) must include:

1. Employers' Liability with minimum limits of One Hundred Thousand Dollars ($100,000.00) each accident.

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

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

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

• Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those/required for Bodily Injury Liability and Property Damage Liability.

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

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

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

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

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

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

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

Mark “X” next to the statement that applies to your proposal:

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

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

_____________________________________
PROPOSER

_____________________________________
AUTHORIZED SIGNATURE

_____________________________________
OFFICER TITLE

_____________________________________
DATE

END OF FORM K
FORM L: EQUAL EMPLOYMENT OPPORTUNITY STATEMENT OF CERTIFICATION

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

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

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

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

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

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

(c) Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

The undersigned hereby certifies acceptance of the above.

______________________________
Organization

______________________________
Address

______________________________
Title

______________________________
Date

END OF FORM L
FORM M - PROPOSER AND SUBCONTRACTOR - QUALIFICATION QUESTIONNAIRE

Part A: References, Experience and Performance
Please provide the following information, along with your proposal for no more than three (3) current or completed contracts within the last five (5) years:

Detail in writing any contracts of similar services that best illustrate the relevant experience of the firm and current staff for the District’s anticipated needs, for the previous five years, using the following required information (use separate pages for a minimum of three (3) current or completed projects best illustrating the experience of the firm and current staff on similar projects):

Contract/Customer Company name: _____________________________________________________________
Contact person: ______________________________________________________________________
Location (incl. city, state, zip): ____________________________________________________________
Telephone: __________________________________________________________________________
Number of years you firm has provided shelters to this business: ________________________________
Contract size: $_________________________  Annual Shelter Quantity: _______________
Contract expiration date: ________________________
Nature of your firm’s responsibility on the project:
___________________________________________________________________________________

Part B: About Your Firm

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

<table>
<thead>
<tr>
<th>Type</th>
<th>State Agency or Organization to contact for verification</th>
<th>License/Certification Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

State your firm’s total annual average receipts over the past three years. ______________________

END OF FORM M
**FORM N - Trade Secret/Confidential/Proprietary Information Requests**

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

Check ONE:

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

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

<table>
<thead>
<tr>
<th>Request No.1 – Proposal Page ____, Section Number _____.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citing Florida Statute Number: ______________</td>
</tr>
<tr>
<td>Explanation:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Request No.2 – Proposal Page ____, Section Number _____.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citing Florida Statute Number: ______________</td>
</tr>
<tr>
<td>Explanation:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
Request No.3 – Proposal Page ____. Section Number ____.
Citing Florida Statute Number: ____________

Explanation:

_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

Request No.4 – Proposal Page ____. Section Number ____.
Citing Florida Statute Number: ____________

Explanation:

_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

Request No.5 – Proposal Page ____. Section Number ____.
Citing Florida Statute Number: ____________

Explanation:

_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

END OF FORM N
### FORM O: PRICING

#### Shelters

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Shelter Description</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>A01</td>
<td>Full Size – Nominal Footprint 4' x 12' (price includes 1/ea sponsor case)</td>
<td>14</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>A02</td>
<td>Half Size – Nominal Footprint 2' x 12' (price includes 1/ea sponsor case)</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>A03</td>
<td>Super Shelter – Nominal Footprint 8' x 17' (price includes 1/ea sponsor case)</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

#### Optional Accessories

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>A04</td>
<td>Trash Receptacle</td>
<td>16</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>A05</td>
<td>Map Case</td>
<td>32</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>A06</td>
<td>Sponsor Case</td>
<td>16</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>A07</td>
<td>Bench</td>
<td>16</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>A08</td>
<td>Solar Lighting</td>
<td>16</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>A09</td>
<td>Bike Rack</td>
<td>16</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total Price**

---

*Note: The quantities expressed above are “estimates” and may not be purchased in whole. Minimum and maximum amounts are outlined in Section 2.07.*

---

### OTHER TERMS

- **Delivery Time from Receipt of Purchase Order**
- **Warranty Terms After Delivery**

---

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

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

---

**CONTACT PERSON**

**PHONE# ( )**

**FAX# ( )**

**PROPOSERS NAME AND ADDRESS**

**NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER**

**AUTHORIZED SIGNATURE**

---

**END OF FORM O**
LAKELAND AREA MASS TRANSIT DISTRICT

CONTRACT # 10-012/CZ

for

BUS SHELTERS

THIS AGREEMENT (hereinafter, the “Contract”) is made as of the _______ day of __________ 2010 (the “Effective Date”) by and between:

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

and

____________________, a State of __________ for-profit corporation (hereinafter referred to as the “Contractor”), with its principal place of business located at __________________ and a Federal Employer Identification Number of __-____________.

WITNESSETH:

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

WHEREAS, the District desires to obtain goods and/or services (collectively, the “Services”), according to the requirements in the Request for Proposal # 10-012/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 at http://www.fta.dot.gov/documents/FTA_Circular_4220_1F_-_Finalpub1.pdf; and

b) This Contract together with all Exhibits and attachments hereto; and

c) The Solicitation; and

d) The Contractor’s Response.

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

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

(b) **Required Notice to Proceed.** The Contractor shall not proceed with any work required under this Contract without a written notice to proceed (purchase order) from the District (hereinafter referred to as a “Notice to Proceed”). Purchase orders will be issued for a specific quantity of bus shelters and/or accessories as needed. 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:

Indefinite delivery, indefinite quantity (IDIQ) basis.

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

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

6. **TERM.**

(a) **Initial Term.** Subject to the further provisions set forth in this paragraph, the initial term of this Contract shall be for a period of (1) one year commencing on the date specified in this contract document.

(b) **Option Term.** The District shall have the option to extend this Contract by a supplemental agreement signed by the parties for (1) one renewal term of (1) one year, 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.

(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.** The maximum number of shelters to be purchased is twenty four (24) in the contract period. There is no minimum or maximum number of each different size. The maximum is for the total number of shelters to be purchased.

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

For LAMTD  
d/b/a Lakeland Area Mass Transit District  
Attn: Accounts Payable  
PO Box 1687  
Lakeland FL 33802.

For PCTS  
Polk County Transit Services  
1290 Gulfview Avenue  
Draw HS09  
PO Box 9005  
Bartow, FL 33830

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

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

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

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;
D) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 36;


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


(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 from the Contracting Officer specifying such failure. In the event that the District elects to waive its remedies for any breach the Contractor of any covenant, term or condition of this Contract, such waiver by the District shall not limit the District’s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

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

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

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

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

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

(a) The Contractor’s primary point of contact for daily operations, or project manager, regarding the Services pursuant to this Contract is:

John Duryee, Facilities Project Specialist
Lakeland Area Mass Transit District
PO Box 1687
Lakeland, FL 33802
Phone: (863) 327-1328
e-mail: jduryee@ridecitrus.com

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

(b) The Contractor’s primary point of contact for legal notice, and authority to modify or act under this Contract and contractual changes, modifications and overall Contractor performance, is:

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

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

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

13. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a
project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

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

22. CLEAN WATER

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

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

23. CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

24. CLEAN AIR

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

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

25. [reserved]
26. Suspension and Debarment

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

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

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

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

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

28. No Waiver of Sovereign Immunity. Nothing contained in this Contract shall be construed to waive the sovereign immunity of the District under Chapter 768, Florida Statutes, and any amendments thereof, or under any other provision of law.

29. No Obligation by the Federal Government.

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

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


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

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

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

d) The Contractor is required to pay its DBE subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor’s receipt of payment for that work from the District. In addition, the Contractor may not hold retainage from its subcontractors and is required to return any retainage payments to those subcontractors within 30 days after the subcontractor’s work related to this contract is satisfactorily completed. The Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor’s work by the District and Contractor’s receipt of the partial retainage payment related to the subcontractor’s work.
e) The Contractor must promptly notify the District whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the District.

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

32. **UNDOCUMENTED WORKERS.** This Contract shall be immediately terminated for cause according to Section 9 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.

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

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

37. **NO WAIVER OF SOVEREIGN IMMUNITY.** The District is an agency and a body politic of the State of Florida and, as such, is entitled to the benefits of sovereign immunity provided in the Florida Constitution and the statutes and laws of the State of Florida. Nothing contained in this RFP or contained in the contract to be entered into herefrom, whether by action or provisions hereof, shall constitute any waiver by the District of the benefits of said sovereign immunity under the laws of the State of Florida.

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

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

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

**Lakeland Area Mass Transit District**

By: ____________________________

Name: Danny Ours  
Title: Executive Director

Date: ____________________________

Approved as to form and correctness:

By: ____________________________

Name: Ben Darby  
Title: District General Counsel

Date: ____________________________

[Exhibits Follow Next Page]
Section 1. INTRODUCTION

The scope of work described in this section ("Scope of Work") 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 Work contains work tasks believed necessary for the furnishing of bus shelters and accessories from qualified vendors that meets the District needs.

Section 2. GENERAL REQUIREMENTS

2.01. GENERAL

All shelters must be fabricated using only first quality materials. They must be designed and constructed of materials and finishes that are demonstrated to minimize maintenance and provide maximum weather and vandal resistance. Shelters and accessory components are to be designed and constructed so that they will enhance the adjacent surroundings. The selection of the most attractive and effective design shall be solely at the discretion of the District.

All shelters shall be factory prefabricated with an aluminum framework, suitable for supporting wall panels and roof panels. The shelters shall be of an open front design. The rear panel shall be perforated metal with ¼” holes. The side walls shall be glazed with UV protected polycarbonate. The sponsor case will be an integral part of the downstream side wall and inclusive of the shelter cost. Shelters shall be designed to be installed on concrete pads with threaded anchor bolts.

2.02. STRUCTURAL STANDARDS

Shelters must be engineered and built to meet or exceed all applicable Florida building codes, wind loads, and seismic load specifications and to be in full compliance with ADA and Florida Accessibility Code. The manufacturer must provide all shop drawings of the shelters, certified by a professional structural engineer, licensed to practice in the State of Florida, including details for accessory components, mounting applications and hardware to ensure all applicable building codes are met.

Drawings shall meet the building permit requirements for the permitting jurisdiction. Signed sealed drawings will be provided in a manner specified by local jurisdictions. Permit drawings shall include the pad thickness required to anchor the shelter in place and detail minimum requirements for installation to support the shelter size and configuration. Engineer shall provide cover letter authorizing the “master permitting” of shelter plans in Lakeland and Polk County, Florida to assist the District in the ease of installation permitting.

The vendor shall provide one set of signed, sealed structural drawings for each shelter style proposed for review and evaluation by the District.

2.03. PRODUCT STANDARDS

Only first quality materials, workmanship and finish shall be acceptable. The following specifications must be met at a minimum.

All materials and workmanship shall be guaranteed to be free of defects and UV deterioration for a minimum of one (1) year from date of delivery. Any defects shall be rectified or replaced to meet specifications at the expense of the manufacturer, including freight and parts.
Finish shall be premium polyester powder coat, applied over a chromate conversion coat. Powder coat is to be certified to comply with MIL C 5541 specifications. The District is currently using two (2) roof colors RAL 3016 Coral Red and RAL 6002 Leaf Green. All other components and accessories are RAL 9004 Signal black. A touch up paint kit at no charge shall be included with each shelter delivered.

Roof shall be aluminum panels, standing seam, gable style. Water runoff shall be diverted away from the open front and the drainage system shall be designed to eliminate weep holes and avoid any possible entrapment of standing water.

All fasteners shall be stainless steel and sized to meet specified loads. Tamper resistant hardware will be utilized where practical.

All aluminum extrusions and components shall be AA6063-T5, minimum 1/8 inch wall thickness.

Complete installation instructions shall accompany each shelter order.

### 2.04. BASIC SHELTER STYLES

Three (3) basic shelter styles will be provided to meet the District’s current design criteria. The shelters shall be similar to the photo shown below or approved equal:

- **CLIN A01**: Full Size - Nominal footprint four feet by twelve feet (4’X12’)
- **CLIN A02**: Half Size - Nominal footprint two feet by twelve feet w/ cantilevered roof (2’X12’)
- **CLIN A03**: Super Size – Nominal footprint eight feet by seventeen feet with high peak roof (8’X17’)

2.05. ACCESSORIES

The following specifications for each accessory must be met at a minimum.

- **Fasteners** shall be stainless steel and sized to meet specified loads. Tamper resistant hardware will be utilized where practical.

- **Trash Receptacles** shall be circular in design and same style as shelters. Nominal size 30-35 gallon capacity, lockable removable cover lid and meet powder coat specifications MIL C 5541. Designed to be secured to concrete slab.

- **Map/Sponsor cases** shall be the same design and style as the shelters. Clear uv polycarbonate glazing, powder coat specifications MIL C 5541 standards with a minimum one (1) year warranty and pro-rated product standards against peeling, lifting or flaking. Tamper resistant hardware Cases shall be hinged with tamper resistant hardware.

- **Map Case** shall be a size to accommodate a 31" wide by 46" high copy area.

- **Sponsor Case** shall be a size to accommodate a 34 1/2" wide by 30" high copy area. *Per Section 2.01, the cost of this case is to be included in the shelter cost.*

- **Bench** shall conform to ADA Standards for Transportation Facilities specifications 903.1, 903.2, 903.3, 903.4, 903.5 and 903.6 and shall be a nominal length of 72", anti vagrant bars, powder coat specifications MIL C 5541 with a minimum one (1) year warranty against lifting, peeling or flaking, surface mounted to slab.
Solar lighting shall consist of a roof mounted solar panel, a self-contained, tamper resistant housing to accommodate LED light(s), batteries and controller. The lights shall be adjusted to stay on from dusk until dawn. A minimum of 5 footcandles shall be maintained from dusk to dawn. Describe lumens/candle power, dusk to dawn features and component warranties.

Bike rack(s) shall be designed to accommodate a single and double bike. All bike racks shall be powder coated and designed to be secured to a concrete slab.

2.06. ORDERING

(a) Any supplies and services to be furnished under this contract shall be obtained by the issuance of orders. Orders shall be placed directly from the individual agencies. The individual Agency’s Contracting Officer and his designated representative(s) are the only individuals with the authority to place orders against this contract.

(b) All orders are subject to the terms and conditions of this contract. In the event of conflict between an order and this contract, the contract shall control.

2.07. MINIMUM AND MAXIMUM ORDER AMOUNTS

The minimum number of shelters to be purchased is sixteen (16). The maximum number of shelters to be purchased is twenty four (24) in the contract period. There is no minimum or maximum number of each different size. The minimum and maximum are for the total number of shelters to be purchased. Each Consortium member has a maximum number of shelters they can purchase regardless of the size of the shelter.

2.08. ASSIGNABILITY

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the prior written consent of the Contracting Officer. In addition, any and all successors or assigns of the contractor whether by sale or merger or otherwise shall be approved in writing by HART prior to working on this contract.

2.09. DELIVERY

(a) Receiving hours are from 8:00 am to 4:00 pm, Monday through Friday. Deliveries shall be made by flat bed truck or flat bed trailer. Shelters shall be prefabricated and shipped in knock down condition. Parts to be clearly identified and complete instructions are to be provided. All hardware is to be prepackaged in complete kits for each individual shelter. Bill of lading will provide detailed inventory of all hardware and components included in shipment.

(b) Manufacturer shall include the cost of freight. Delivery F.O.B. Destination. All deliveries shall be made F.O.B. destination, within the District’s premises. The term “F.O.B. destination, within the District’s premises,” as used in this clause, means free of expense to the District. The delivery sites are located at:

Lakeland Area Mass Transit District – Citrus Connection
1110 George Jenkins Blvd.
Lakeland, FL  33815

Polk County Fleet Maintenance
Attn: Transit Services
2450 Bob Phillips Road
Bartow, FL  33830