

Invitation for Bid

IFB # 15-007B

Bus Tire Lease



Pinellas Suncoast Transit Authority

Purchasing Division

3201 Scherer Drive

St. Petersburg, FL 33716

Telephone (727) 540-1800

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www.psta.net



SUBMIT BID TO:	Pinellas Suncoast Transit Authority c/o John Samarkas Attn: IFB 15-007B 3201 Scherer Drive St. Petersburg, FL 33716	INVITATION FOR BID IFB #15-007B Bus Tire Lease
Contact Person: John Samarkas, Purchasing Buyer, jsamarkas@psta.net, 727-540-1862		

Planned Procurement Schedule:
#1 – Issue Date: Friday, February 27, 2015
#2 – Non-Mandatory Pre-Bid Meeting: Tuesday, March 10, 2015 at 10:00 a.m. EST.
#3 – Deadline for Questions: Tuesday, March 17, 2015 by 2:00 p.m. EST by email.
#4 - Response to Questions: Tuesday, March 24, 2015 by 2:00 p.m. EST
#5 - Bid Due: Tuesday, March 31, 2015 by 2:00 p.m. EST
#6 – Oral Presentations: ‘Does Not Apply’
#6 - Board Approval: Wednesday, April 22, 2015

PSTA’s Mission: PSTA provides safe, affordable public transit to our community. We help guide land use decisions and support economic vitality to enhance our quality of life.
Duration of Offer: All bids shall remain in effect for a minimum of ninety (90) days from the bid opening date or scheduled date for receipt of bids. Offers that allow less than ninety (90) days for acceptance by PSTA will be considered non-responsive and will be rejected.
Non-Mandatory Pre-Bid Meeting: All interested Bidders should attend the pre-bid conference and on-site inspection. The meeting will begin at the above address in the main Administration building. Immediately afterwards a site visitation may occur. Questions, suggestions or modifications may be discussed with Pinellas Suncoast Transit Authority at this meeting. Oral explanations provided by PSTA will not be binding until they produced in writing by PSTA and issued as an Addenda. Only questions submitted in writing will be considered as possible addenda.
Submittal Instructions: Place label in front of your sealed bid envelope or package. Label should contain bid number, bid title, opening date and time, and the name of the company submitting the bid.
Number of copies required: <u>One (1) unbound original, two (2) copies and one (1) CD or USB Flash Drive</u> shall be enclosed and sealed in envelope(s) with the Bidder’s official name. The original bid must be clearly marked as “Original”.
Addenda: From time to time, addenda may be issued to the Invitation for Bid. Any such addenda will be posted on Pinellas Suncoast Transit Authority’s (PSTA) web site, www.psta.net . Before submitting your bid you should check the website to download any addenda that may have been issued. Please remember to sign and return addenda acknowledgement form Attachment 1 with completed bid package.



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SECTION 1: GENERAL BID INFORMATION

STATEMENT OF WORK – OVER VIEW: PSTA is seeking bids for the lease of commercial transit tires in the sizes detailed in the Section 2 - Specifications. All tires supplied must be of size and type approved by the bus manufacturer. Bidder will bid a 'fixed tire mile rate' for each year of the contract.

This contract is for an initial term of three years with two options to renew for twelve months each; for a period not to exceed five years. This is an all or nothing bid; line bid items will not be split among several vendors.

SEALED BIDS: All bid sheets and the original forms must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). All bids are subject to the conditions specified herein. Bids that do not comply with these conditions are subject to rejection.

GENERAL FORMAT: In preparing the bid, please duplex print all sections to reduce paper consumption and use recycled products, where feasible. Bids shall be prepared on 8.5" x 11" paper with 1" margins on all sides. Typing shall be single spaced and no smaller than font size 11. Use of 11" x 17" fold out sheets for large tables, charts or diagrams is permissible, but should be limited. Each part of the bid should be clearly labeled and tabbed for easy reference. Promotional or advertising information will not be accepted.

A) Cover Letter:

- 1) A cover letter transmitting the bid must be submitted and dated. The letter must indicate that the Bidder agrees to be bound by the bid without modifications, unless mutually agreed to upon further negotiations between PSTA and the Bidder.
- 2) The cover letter shall contain the name, title, address, e-mail address, and telephone number(s) of an individual(s) with authority to bind the Bidder during the period in which PSTA is evaluating bids. The cover letter shall also identify the legal form of the Bidder. If the firm is a corporation, the cover letter shall identify in which state the company is incorporated. If a consortium, joint venture or team approach is being proposed, provide the above information for all participating firms. The Bidder should specifically describe the Bidder's role in relationship to its subBidders and shall describe the interfaces with said subBidders.
- 3) The cover letter shall be signed by a principal of the firm or other person fully authorized to act on behalf of the firm or team.

B) Table of Contents: The Table of Contents should identify locations of all sections in the bid.

C) References: Bidders must provide a minimum of four (4) references. The reference will contain the companies name, address, phone number, point of contact, email address, the size of the project and description. Must indicate whether private and/or public sector. Bidders are encouraged to submit more than four (4) references if possible

D) DBE and Forms: Should contain all required forms including DBE submittals.

E) Bid Forms: Bids must be received by Pinellas Suncoast Transit Authority PSTA before the specified time and date and will be prepared in accordance with the following:

- 1) Our enclosed Bid Form is to be used in submitting your bid.
- 2) All information required by the Bid Form shall be furnished. The bidder shall print or type his/her name and manually sign the schedule and each continuation sheet on which an entry is made.
- 3) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.



- 4) Alternate bids will not be considered unless authorized by the Invitation for Bid.
- 5) Proposed delivery time must be shown and shall include Sundays and holidays.
- 6) PSTA does not pay Federal, Sales or State Tax. See Tax exemption number above. A Tax Exempt Certificate is available upon request.
- 7) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- 8) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of PSTA or the compensation to the vendor.
- 9) Bidders are advised that all PSTA Agreement/Purchase Orders are subject to all legal requirements provided for in the PSTA Purchasing Policy and State and Federal Statutes.
- 10) If no request for clarification is submitted by bidder, all conditions and requirements contained within are accepted and understood by bidder.

F) DESCRIPTION OF SUPPLIES:

- 1) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. **SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE.** Bids will be considered for any brand which meets the quality of the specifications listed for any items.
- 2) Bidders are required to state exactly what they intend to furnish; otherwise, they shall be required to furnish the items as specified.
- 3) Bidders will submit, with their Bid Form, data necessary to evaluate and determine the quality of the Item(s) they are bidding.
- 4) Quantities are only estimates. PSTA has the right to change or modify the number required. PSTA has the right to award any quantities.

G) SUBMISSION OF BIDS:

- 1) Bids and modifications thereto shall be enclosed in sealed envelopes and addressed to the Purchasing Division, PSTA the name and address of the bidder, the date and hour of the bid opening, bid number, bid title, and the material or service to which the bid applies shall be placed on the outside of the envelope.
- 2) Bids must be submitted on the forms furnished. Electronic/facsimile bids will not be considered. Bids, however, may be modified by telegraphic notice provided such notice is received prior to the time and date set for the bid opening.
- 3) PSTA is not responsible for the United States mail or private couriers or messengers in regard to bids being delivered by the specified time so that they can be considered.

H) DISCUSSIONS: Any and all discussions concerning this IFB with any PSTA employee other than indicated above may be cause for disqualification. Oral discussions may not be relied upon by the Bidder as changes or modifications to this IFB.

I) REJECTION OF BIDS:

- 1) PSTA may reject a bid if:



- a) The bidder misstates or conceals any material fact in the bid; or if,
 - b) The bid does not strictly conform to the law or requirements of the bid; or if,
 - c) The bid is conditional, except that the bidder may qualify his/her bid for acceptance by PSTA on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- 2) PSTA may, however, in its sole and absolute discretion, reject any and all bids, with or without cause, whenever it is deemed in the best interest of PSTA to do so, and may reject any part of a bid unless the bid has been qualified as provided. PSTA may also waive any minor informalities or irregularities in any bid. PSTA, in its sole discretion, will determine whether or not a bidder is a responsible bidder. In the event PSTA rejects all bids and concurrently provides notice of its intent to reissue, all bids will be exempt from public record production until PSTA issues a notice of intended decision on the reissued invitation for bids.
 - 3) Any and all discussions concerning this bid with any PSTA employee or Board of Directors Member other than the contact mentioned herein will result in bid rejection.
 - 4) In the event of default by the successful bidder, PSTA reserves the right to go to the next low bidder as the new awardee. The next low bidder shall provide the bid items at the prices as contained on their bid form.

J) LATE BIDS, MODIFICATIONS OR WITHDRAWAL OF BIDS:

- 1) Any bid received at the PSTA offices designated in the solicitation after the time specified for receipt of bids will not be considered and will be returned to the Bidder unopened.
- 2) Modifications in writing received prior to the time set for the bid opening will be accepted, however will not be considered if received after the time set.
- 3) A bid may be withdrawn in person by the Bidder or their authorized representative, provided their identity is made known and a receipt is signed for the bid, and only if the withdrawal is made prior to the time specified for receipt of bids.

K) DISCOUNTS:

- 1) Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
- 2) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

1.1 MEET-ME PRE-BID CONFERENCE CALL IN

There will be a non-mandatory Pre-Bid meeting as stated in #2 of the Planned Procurement Schedule, page ii. Those interested and cannot attend in person may call-in with our Meet-Me Conference.

- Dial the Meet-Me conference number: **727-540-1990**
- Follow the voice instructions to establish the Meet-Me conference.
- Enter Meeting ID: **6175**
- Enter the Meeting Password: **86753**
- *Note: You will hear a busy tone if you call the conference before the initiator has joined. In this case, participants must call back.*

1.2 PUBLIC RECORDS

All bids submitted are public records subject to production unless specifically exempted by Florida Statutes.



Bids which contain information that is "trade secret" as defined in Section 812.081, Florida Statutes, or otherwise exempt from Chapter 119, Florida Statutes shall be designated as such and the trade secret or exempt information shall be explicitly identified. However, any information marked as "trade secret" or exempt may be produced by PSTA in response to a public records request if PSTA determines that the information does not meet the definition of "trade secret" in Section 812.081 and is not exempt from Chapter 119, Florida Statutes.

1.3 INTERPRETATION OF IFB DOCUMENTS

No oral interpretations will be made to any firms as to the meaning of specifications or any other contracts documents. All questions pertaining to the terms and conditions or scope of work of this IFB must be sent in writing (mail, e-mail, or fax) to the PSTA Purchasing Buyer and received by the date specified. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid. All such addenda shall become part of the contract documents. PSTA will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. The PSTA Purchasing Buyer will be unable to respond to questions received after the specified time frame. If no request for clarification is submitted by the Bidder all conditions and requirements contained within are accepted and understood by the Bidder.

1.4 ADDENDUM TO IFB

If it becomes necessary to revise this IFB, an addendum will be provided to all participants having signed in at the pre-bid meeting and PSTA will endeavor to provide a copy to those having expressed an interest in providing a bid response.

1.5 TYPE OF CONTRACT

PSTA intends to award a firm, fixed price contract. This contract will be for one (1) year and two (2) twelve (12) month options to renew. The services of the Bidder will be based on the Statement of Work outlined in Section 2 of this IFB.

1.6 AWARD OF CONTRACT

PSTA reserves the right to accept or reject any or all bids and may select, and negotiate with one or more Bidders concurrently should they both be deemed equal, and enter into a Contract with such Bidder who is determined, by the PSTA, to provide the services which are in the best interest of PSTA. PSTA may agree to such terms and conditions as it may determine to be in its interest.

Bids will be opened immediately after the bid submittal date and time by Pinellas Suncoast Transit Authority, Purchasing Division, 3201 Scherer Drive, St. Petersburg, FL 33716. The public may attend the bid opening, but may not immediately review any bids submitted until PSTA provides a notice of intended decision or 30 days after the opening of the bids, whichever occurs first. The names of respondents and their bid amounts will be read aloud at the time of opening.

No PSTA employee, officer, or agent, may participate in the selection, award, or administration of a PSTA contract if a real or apparent conflict of interest would exist. Such a conflict would exist when any of the following parties has a material financial or other interest in a firm selected for award: any employee, officer, or agent of PSTA; any member of his/her immediate family; his/her partner; or an organization employing or about to employ any of the preceding. Any interest as owner or stockholder of one percent (1%) or less in such a firm shall not be deemed to be a material financial interest, but serving as Director, officer, consultant, or employee of such an organization would be deemed a material interest.

- 1) The contract will be awarded to the bidder whose bid, conforming to the IFB, is most advantageous to PSTA, price and other factors considered. PSTA shall have the sole discretion to determine which bidder shall be awarded the contract. Nothing contained in the bid documents is intended or does create an entitlement or property interest in the award of contract to the low bidder. **The low bidder is not entitled to the award of the contract.**



- 2) PSTA reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations.
- 3) In the event two (2) or more vendors have submitted the responsible and responsive bids with an equal price, award preference will be given in the following order. First, to the bidder who has a principle place of business in Pinellas County; second to the bidder that is a DBE; third, the bidder who has the highest percentage of DBE participation. Otherwise, the bids shall be awarded by the Chief Executive Officer, if within his purchasing authority, or by Board of Directors.
- 4) PSTA reserves the right to utilize any applicable state or county contracts in lieu of or in addition to this bid.
- 5) Any agreement/purchase order resulting from this bid will be subject to the applicable terms and conditions of a financial assistance contract between PSTA, and the Federal Transit Administration.
- 6) A written award of acceptance (Purchase Order), will be mailed, faxed, e-mailed or otherwise furnished to the successful bidder by PSTA. At which time PSTA and the successful bidder must execute the agreement in the form set forth in Section 5.

1.7 FORMS

Compliance with these requirements is mandatory for contract award. All attachments must be completed, signed, and submitted with the Bid.

- ATTACHMENT 1 – Acknowledgement of Addenda
- ATTACHMENT 2 – Bidder Information Form
- ATTACHMENT 3 – Bid Form
- ATTACHMENT 4 – Non-Collusion Affidavit
- ATTACHMENT 5 – Certification of Restrictions on Lobbying
- ATTACHMENT 6 – Disclosure of Lobbying Activities
- ATTACHMENT 7 – Buy America Certification
- ATTACHMENT 8 – Certification of Bidder Regarding Debarment, Suspension, and Other Responsibility Matters
- ATTACHMENT 9 – Certification of Lower-Tier Participants (SubBidders) Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
- ATTACHMENT 10 – DBE Participation Form
- ATTACHMENT 11 – DBE Good Faith Efforts Documentation Form
- ATTACHMENT 12 – Vendor DBE Payment Report
- ATTACHMENT 13 – E-verify Affidavit
- ATTACHMENT 14 – Bidder’s Statement on Sub-Bidders
- ATTACHMENT 15 – Drug Free Workplace Program
- ATTACHMENT 16 – Bidder’s and Lower Tier Participant’s Reference Form
- ATTACHMENT 17 – Offer and Award



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- ATTACHMENT 18 – Request for Waiver of Insurance Requirements
 - ATTACHMENT 19 – Statement of No Bid



SECTION 2: SPECIFICATIONS

2.0 GENERAL REQUIREMENTS

- A. The Bidder shall furnish service, inspect, account for and maintain a replacement supply of tires for PSTA's fleet, as hereinafter described.
- B. All tires furnished under this Contract shall be of current design and manufacture. They shall conform to all standards of the Tire and Rim Association of America, and the Federal Motor Vehicle Safety Standards for design, operation, and safety.
- C. The Bidder shall be regularly engaged in the business of leasing bus tires and shall furnish a list of transit properties presently and recently serviced under tire lease contracts. The Bidder shall produce evidence of equal miles on its tires in a transit property of like geographical location to the tire miles experienced by PSTA.
- D. All tires to be supplied must be of a size and type approved by the bus manufacturer for each model of bus operated by PSTA and must meet the specifications of this IFB in every aspect.
- E. Bidder will submit test data for transit tire applications pertaining to tire heat. PSTA is aware of an industry problem relating to excess heat on the rear dual tires. The Bidder should also submit information and recommendations on how the heat problems such as blowouts and tire separation are remedied.
- F. The Bidder will bid a Fixed Tire Mile Rate for each year of the Contract. There will be no other rate adjustments.
- G. OPTION: A Service Person shall also be proposed to handle all tire and wheel removal and replacement on the transit bus fleet.

2.1 ANNUAL MILEAGE

- A. Estimated annual total mileage for all vehicles for the current year is 9,883,250 miles.
- B. PSTA anticipates similar mileage during the coming year (starting October 1, 2015) but may have increased/decreased mileage during the remaining years of the Agreement period if there are additions or reductions to current bus service.
- C. PSTA does not expect any such changes to greatly alter the current mileage estimate.



2.2 PSTA BUS FLEET

A. Number of buses and average mileage approximations are for information only and are subject to change.

TABLE A—PSTA BUS FLEET

VEHICLE #	YEAR	MAKE	MODEL	SEATING CAPACITY	# OF BUSES	TIRE SIZE	LOAD RANGE	AVERAGE ANNUAL MILEAGE PER YEAR
2101-2116	2001	GILLIG	40' LOW FLOOR	38	12	B305/85/R22.5	J	313,000
2201-2210	2002	GILLIG	40' LOW FLOOR	38	10	B305/85/R22.5	J	385,000
2301-2310	2003	MCI	MODEL D 40'	49	10	B315/80/R22.5	J	262,000
2501-2508	2005	GILLIG	40' LOW FLOOR	38	8	B305/85/R22.5	J	409,000
2510-2517	2005	GILLIG	35' LOW FLOOR	32	7	B305/85/R22.5	J	363,000
2530-2534	2005	GILLIG	29' LOW FLOOR	26	5	B275/70/R22.5	J	199,000
2601-2636	2006	GILLIG	40' LOW FLOOR	38	35	B305/85/R22.5	J	1,928,100
2650-2661	2006	GILLIG	35' LOW FLOOR	32	12	B305/85/R22.5	J	630,100
2701-2711	2007	GILLIG	40' LOW FLOOR	38	11	B305/85/R22.5	J	582,400
2712-2718	2007	GILLIG	35' LOW FLOOR	32	7	B305/85/R22.5	J	418,550
720-722	2007	GILLIG	35' LOW FLOOR TROLLEY	32	3	B305/85/R22.5	J	218,400
2801-2815	2008	GILLIG	40' LOW FLOOR	38	15	B305/85/R22.5	J	672,800
820-825	2008	GILLIG	35' LOW FLOOR TROLLEY	32	6	B305/85/R22.5	J	411,800
2830-2835	2008	GILLIG	35' LOW FLOOR	32	6	B305/85/R22.5	J	337,800
2901-2903	2009	GILLIG	35' LOW FLOOR HYBRID	32	3	B305/85/R22.5	J	136,000
2910-2911	2009	GILLIG	35' LOW FLOOR	32	2	B305/85/R22.5	J	105,300
920-926	2009	GILLIG	35' LOW FLOOR TROLLEY HYBRID	32	7	B305/85/R22.5	J	496,000



10101-10114	2010	GILLIG	35' LOW FLOOR HYBRID	32	14	B305/85/R22.5	J	757,500
12101-12108	2012	GILLIG	40' LOW FLOOR HYBRID	38	8	B305/85/R22.5	J	500,000
13101-13108	2013	GILLIG	40' LOW FLOOR HYBRID	38	8	B305/85/R22.5	J	495,000
14101-14108	2014	GILLIG	40' LOW FLOOR HYBRID	38	8	B305/85/R22.5	J	450,000**
15101-15113*	2015	GILLIG	40' LOW FLOOR HYBRID	38	13	B305/85/R22.5	J	450,000**
1225-1232	2012	FORD	E450-CUTAWAY	12	8	225/75/R16	E	262,500
TOTALS					218			9,883,250

NOTE: The above numbers reflect our current fleet status as of March 1, 2015 and are in no way a guarantee of the number of buses to be serviced during the life of this contract.

***BUSES SCHEDULED TO BE DELIVERED IN AUGUST 2015.**

****ESTIMATED NUMBER OF MILES PER YEAR**

2.3 TIRES

- A. The tires furnished shall be new, original tread radial ply, special transit mileage tubeless tires designed for urban transit service, currently produced and in use.
- B. The tires shall meet the sizing specifications outlined in TABLE A—PSTA BUS FLEET.
- C. They shall have a minimum load range J, 16 ply rating.
- D. All tires furnished shall be capable of being recapped.
- E. PSTA requires tires with the design and structural features of a re-groovable tire, unless such tires are not available for a particular type of fleet vehicle. However, re-grooving of radial tires or use of re-grooved radial tires will not be permitted under this Agreement.
- F. All tires furnished must meet or exceed all Federal, State and local laws, ordinances and regulations.
- G. Blemished tires will not be accepted by PSTA.
- H. All furnished tires shall have the following inherent characteristics:
 - Be designed for urban/intercity transit bus applications;



- Be capable of sustaining 55 mph for a one-hour minimum;
- Have tough rubber compounds to resist excessive wear, chunking, cracking, and chipping;
- Wear resistant tread patterns;
- Extra thick tire sidewalls;
- Have sidewall wear indicators;
- Have reinforced shoulders and steel sidewalls;
- Deep tread pattern to promote long tire life.

2.4 TIRE USAGE

- A. Tires to be run on front wheels shall be new tires only and shall be removed when the tread depth reach 4/32" minimum at any point in the tread configuration.
- B. Tires to be run on other than front wheels may be of original tread or recapped and shall be removed when depth reaches 2/32" minimum at any point in the tread configuration.
- C. The Bidder shall be responsible for retreading of leased tires.
- D. Not more than a total of 50% of the tires provided by the Bidder shall be previously "used" tires.
- E. The Bidder shall provide sufficient new first-run tires and recapped tires to meet the ongoing needs of PSTA operations, as determined by PSTA's Maintenance Management.

2.4.1 CHANGE IN TIRE TYPE AND/OR FLEET VEHICLES

Should PSTA decide to replace the current type of tires specified with that of another design or construction type, or add buses during the term of this Agreement that require tires of another size or type, rate adjustments or additional rates must be mutually agreed upon in writing by PSTA and the Bidder, taking into consideration the billing rate or rates in effect at the time, vehicle weight, passenger capacity, size and type of required tires, and all other pertinent facts.

2.4.2 TIRE TESTING

PSTA shall have right to install tires of other makes or design for test purposes at any time of the Agreement. The number of tires allowed for testing shall be limited to five percent of the total tires in service at the time, not including spare stock.

2.5 TIRE PERFORMANCE AND DESCRIPTION

- A. PSTA is requesting a complete description of the tires being proposed including tread depth, sidewall depth, other pertinent information and expected mileage in the County of Pinellas, Florida, without re-grooving and retread of the original tire for each of the proposed tires.
- B. Also provide the expected additional mileage in the County of Pinellas, Florida for a retreaded tire.
- C. PSTA will have the final say as to any and all tread designs provided.



2.5.1 TIRE FITNESS

- A. All tires furnished or returned by the Bidder to PSTA for use shall be of safe and usable condition, no tires shall be mounted that has tread missing on the road contact surface.
- B. PSTA's determination, in the event of dispute regarding fitness for continued use, shall be final.

2.5.2 SUPPLIES

- A. The tire Bidder will be responsible for furnishing all supplies including weights, valves, valve cores, valve caps, patches, plugs, other repair materials
- B. The tire Bidder will be responsible for furnishing all tire equipment including tire changing machine(s) (i.e. two different machines shall be provided for 22.5" tires and 16" tires), tire balancing machine (able to accommodate 22.5 tires), bead blasting equipment, inflation cages, etc.
- C. PSTA will supply all labor to maintain and mount tires.
- D. PSTA will supply all wheels, rims, and rim parts in sizes and types to control to approved standards of the Tire and Rim Association of America, Inc.
- E. **NOTE TO BIDDER: Golden Tools, forks, etc., will not be considered as acceptable tire changing equipment.**
- F. **NOTE TO BIDDER: A manual tire balancer will not be considered as an acceptable tire balancing machine.**

2.6 DAMAGE, LOST, & STOLEN TIRES

- A. The cost for damaged tires shall be included in the fixed rate per tire mile.
- B. "Normal" damage to a tire means abuse by partial or total destruction of a tire by means other than normal wear (normal wear includes curbing), including but not limited to irregular wear, damage from brake heat, road hazards and misalignment.
- C. PSTA agrees to maintain bus suspension and steering in accordance with bus manufacturers' alignment specifications, and keep brakes properly adjusted.
- D. Tires which are damaged beyond repair by an accident or fire, lost, stolen, or have been disposed by PSTA, shall be paid for by PSTA by paying any mileage remaining thereon at the rate then in effect.
- E. The remaining mileage shall be prorated by the following formula:



- Percentage of tread rubber remaining multiplied by the base mileage multiplied by the applicable billing rate per tire mile.

F. If a tire is not available for inspection in order to apply the above formula, whether lost, stolen, destroyed by fire, involved in a collision or otherwise missing, PSTA shall not reimburse the Bidder in excess of 50 percent of the current value of a replacement tire of the same size, unless the Bidder can provide an auditable accounting of the tire's actual mileage prior to the loss.

2.7 STORAGE & SECURITY

- A. The Bidder shall maintain and replenish usable mounted spares of the appropriate tire sizes and tread depths.
- B. PSTA will provide safe and suitable places for the storage of all tires and for any tires found unfit for further service, so that such tires shall not be subject to damage by the elements or other causes.
- C. PSTA will maintain in its garage suitable facilities for the inflation of tires, any other work as required by the Bidder and will permit Bidder's representatives to have access to garages to carry out the terms of this contract.

2.8 TIRES FOR NEW BUSES

- A. Upon request of PSTA, the Bidder shall deliver to a *North American* bus manufacturer on any new buses, which PSTA may purchase, new tires of the type furnished under this Contract.
- B. All tires, both front and rear, on new buses shall be new tires only.
- C. The tires shall, upon delivery to the manufacturer of the buses, become subject to the terms and conditions of this Contract.
- D. PSTA intends to purchase new buses during the five-year term of this contract but vehicle models and delivery schedules are unknown at this time.
- E. If new buses are to be driven from the manufacturer to PSTA for delivery the Bidder shall receive payment for such use at the same rates specified by this Contract.
- F. PSTA shall have the option of purchasing these buses with new tires equipped from the manufacturer or to require the Bidder to deliver purchased or leased tires – FOB destination (Freight On Board) – freight paid by Bidder – to the North American plant of the bus manufacturer.

2.9 TIRE DISPOSITION

- A. The Bidder is solely responsible, at the Bidder's expense, for disposition of all tires provided under this Contract that have been rendered unfit for further service for any reason.



- B. The Bidder shall be solely responsible for all fees and costs mandated by federal, state, or local governments associated with the acquisition, installation, removal and proper disposal of scrapped tires from Authority premises.
- C. Disposal shall be done in accordance with all applicable federal, state, and local laws and regulations.
- D. The Bidder shall remove all unusable and scrapped tires at internal agreeable to both parties; but not less than monthly.
- E. Prepare manifest, labels and supply certificates of receipt of disposal for regulated record keeping.
- F. Please describe in detail how the transportation and disposal will take place.

2.10 VEHICLE DISPOSITION

- A. The Bidder will furnish "No-Value Tires" to PSTA for the sole and exclusive purpose of equipping obsolete or out-of-service vehicle.
- B. It is understood that a "No-Value Tire" mean any tire furnished which have been determined by the Bidder to be permanently unfit for further service.

TIRE REQUIREMENTS

2.11 TIRE IN POSSESSION OF AUTHORITY AT INCEPTION OF CONTRACT

The successful Bidder, shall be cognizant of and totally supportive of strict fulfillment of PSTA's obligation to the Goodyear Tire & Rubber Company (Goodyear) respecting Goodyear's tires in the possession of or identified for use by PSTA upon expiration of the prior contract, wherein PSTA, pursuant to provisions of the Contract and options has stipulated that PSTA shall continuously use all of Goodyear tires insofar as is practical, up to 36 months. (See section 2.18, Continued Tire Use Option.)

2.11.1 PRESENT LEASE AND "RUN OUT"

- A. At present, PSTA is leasing all mileage tires from Goodyear.
- B. If the selected Bidder for this service is not Goodyear, PSTA reserves the right to "run out" existing tires over the thirty six month period beginning with the start of this contract.
- C. In the case of such "run out", it is required that the new Bidder will provide all services to newly-installed as well as all "run out" tires.

2.12 SUPPLY OF TIRES

- A. The Bidder shall maintain a sufficient supply of tires for each wheel on each bus, plus a sufficient number of spare tires, based on a ratio of one-half (1/2) tire per vehicle per tire size, to ensure continuity of service at all times during the term of this Contract.



- B. In the event of a manufacturing delay in tires due to a strike, the Bidder will, to the degree possible, prior to the effective day of the strike, ship additional spare tires to maintain PSTA during the manufacturing delay.
- C. In any event, it is the Bidder's responsibility to assure an adequate supply of tires at all times.
- D. All tires shall be delivered to PSTA premises and the Bidder shall pay for all freight or delivery charges.

2.13 TITLE TO TIRES

Ownership and title to the leased tires shall remain with the Bidder until such time; if at all PSTA determines it will purchase these tires as provided under this IFB.

2.14 DELIVERY AND PICKUP OF TIRES

- A. Delivery shall be F.O.B., destination, freight prepaid to PSTA
- B. Hours of delivery are 7:00 a.m. through 12:00 noon and 1:30 p.m. through 4:00 p.m., Monday through Friday, except on holidays.
- C. Bidder shall include freight or delivery charges to PSTA in the total price of their bid.
- D. Delivery address: 3201 Scherer Drive, St. Petersburg, Florida, 33716
- E. Delivery Contact Person: Jody Sibley, Superintendent of Inventory Control
- F. Delivery of all tires shall be at the cost of the tire Bidder and the trucking company shall provide assistance when loading or unloading tires.
- G. Tires shall be delivered within THIRTY (30) calendar days of placing an order.

2.15 TIRES TO BE FURNISHED BY THE BIDDER

- A. As the tires in the possession of PSTA, at the inception of the Contract are rendered permanently unfit for use and are replaced, and thereafter throughout the Contract term, the Bidder shall furnish and continuously maintain in inventory all new tires of the following types, including enough mounted spares to ensure that tires are available at all times, for PSTA's use.
- B. All tires furnished by the Bidder shall be individually or group branded prior to delivery.

2.16 RECORD KEEPING REQUIREMENTS

- A. PSTA will provide to the Bidder, on or before the 15th day of the month, a list of buses and the odometer mileage, for the previous month.
- B. For the purpose of tire mileage computations, bus mileage shall be deemed to have occurred prorated daily throughout the month.



- C. The Bidder shall retain throughout the term of the Contract and for three years thereafter, all tire change summaries and invoicing documentation, and shall make the records available for inspection by PSTA's representatives, by PSTA's internal and external auditors, and upon PSTA's request, by representatives of firms owning any tires serviced by the Bidder under this Contract.
- D. The Bidder shall make available to PSTA, upon request, any other reports or statistics the Bidder should have available such as average tire mileage by 'type' of tire, mileage history.
- E. History of tires' bus and wheel position, tires removed from service by type, etc.

2.17 INVOICING AND COMPENSATION

- A. The Bidder shall provide an invoice by the last day of each month for the previous month's total tire usage.
- B. The invoice shall specify the total mileage for each type of tire, the applicable rate for that type, and the amount due to the Bidder for each type of tire and in total.
- C. The odometer or electronic measurement of miles traveled by PSTA's vehicles on the Bidder's tires furnished under this contract, times the base mileage rate in effect for the preceding calendar month, shall equal the usage charge.
- D. The tire service rate for each calendar month equals the annual service costs divided by twelve.

2.18 CONTINUED TIRE USE OPTION

- A. PSTA reserves the right to exercise the following option:
- B. Upon the expiration of the term of the Contract, as extended and amended, and only in the event PSTA wishes to change Bidder, PSTA has the right to further extend said Contract and continue to use all tires furnished by Bidder under such Contracts in PSTA's possession on the expiration date for a period of thirty-six (36) months from said expiration date.
- C. All terms, conditions and provisions of said contract, as previously amended and extended, shall remain in full force and effect during said thirty-six (36) month period, except that Bidder shall be relieved of any requirement to furnish PSTA with tires during said thirty-six (36) month period unless requested by PSTA and agreed to by Bidder.
- D. The rate or rates per miles in effect during such thirty-six (36) month period shall be the rate or rates in effect for the six (6) month period immediately preceding the commencement date of such thirty-six (36) month period.



- E. It is understood that PSTA shall continuously use such tires insofar as practicable on its highest mileage runs until such tires are rendered permanently unfit for service during said thirty-six (36) month period.
- F. Upon the expiration of said thirty-six (36) month period, PSTA shall pay for any then unused mileage remaining in such tires (tires supplied by Bidder pursuant to the Contract) using the formula set forth in Section 2.6, Damaged, Lost and Stolen Tires.
- G. Unused tires at the end of the original contract shall be returned to the Bidder at no additional cost to PSTA. The option granted herein is exercisable by PSTA upon thirty (30) days prior to the expiration date of the Contract, as extended and amended. Such notice of PSTA's exercise of this option must be in writing and sent certified mail, to:

Company: _____
Address: _____
City/State/Zip: _____
Attention: _____

2.19 TERMINATION/RUN-OUT OPTION

- A. No later than 30 calendar days prior to the end of the initial three year Agreement or either option year, PSTA will notify the Bidder of its intent to either exercise the option, to extend the Contract, or to terminate the Contract.
- B. At Contract expiration (either upon PSTA's notification to the Bidder of its intent to terminate the Contract at the end of either the third or fourth year, or at the end of the fifth and final option year), PSTA shall be permitted to continue leasing the Bidder's tires for a period of thirty-six (36) calendar months following the end of the Contract under a "Run-Out Clause," as specified below, or may, at its sole and exclusive option and in lieu of using the "Run-out Clause," purchase any mileage remaining at the expiration date of the Contract in accordance with the "Determination of Remaining Tire Value" provisions above.
- C. The "Run-Out Clause" shall automatically be activated upon Contract termination/expiration unless PSTA notifies the Bidder in writing, via CERTIFIED MAIL at least thirty (30) calendar days prior to the termination/expiration date of the Contract, of its intent to exercise its option to purchase remaining mileage rather than use the "Run-out Clause."

2.19.1 RUN-OUT CLAUSE

- A. The rental rates during the thirty-six (36) month period shall be the rates in effect during the twelve (12) calendar month period immediately preceding the expiration date of the Contract.
- B. PSTA shall continually use such tires, insofar as practicable, on its highest mileage runs until they are rendered permanently unfit for service.



- C. No additional tires, service, equipment or supplies are to be furnished by the Bidder during such extension unless agreed to in writing by both parties.
- D. Upon expiration of the thirty-six (36) month period of the "Run-out Clause," PSTA shall pay for any mileage remaining thereon at the rental rates in effect immediately preceding the expiration date. The remaining mileage shall be prorated by determining the percentage of tread rubber remaining multiplied by the base mileage average times the applicable current billing rate per tire mile. Any payment for tires and tubes required to be purchased by PSTA under this paragraph shall be made in accordance with the billing and payment provisions of this IFB and the resulting Contract.
- E. Any tires so purchased by PSTA will be acquired "as is" and the Bidder makes no warranties as to the condition or fitness for continued use of such tires.

2.20 PROVISION OF AN OPTIONAL SERVICE PERSON

- A. An optional Service Person shall also be proposed to handle all tire and wheel removal and replacement on the transit bus fleet.
- B. Perform the following services on Authority property, as and when necessary or requested, during working hours:
 - Replenish blank tire change tickets or tags. (Note: In those instances when PSTA performs tire service when the Bidder is not on duty, PSTA will have a standard practice or recording the date, vehicle, tire size and the number(s) of tire(s) and location(s) of tire(s) placed on the vehicle;
 - Tire change tickets from the removed tires will be placed in a specified area, and the tires placed in the storage area);
 - Inspect the tires;
 - Record the contents of all tire change tickets on a summary form showing date, vehicle, off-on, tire brand number and location;
 - Separate removed tires into appropriate categories (i.e., tires to be retired by the Bidder, tires ready for reuse, and tires from the prior contract which are considered permanently unfit for use);
 - Furnish new or recapped tires as Authority spares, either separated or marked for use on front or other wheels, and obtain a signed receipt showing tire number(s) from the Foreman;
 - Provide copies of the tire summary form with pertinent tire change tickets to the Foreman.
 - Remove scrap tires in a timely manner.
 - Mate rear dual tires. All spare tire stock shall be mated before placing in Authority's storage facility.
 - Assist in checking coaches for adverse mechanical conditions such as axle misalignment, worn or loose wheel bearings, worn radius rod bushing, loose or missing lugs and lug nuts, out of



round brake drums, or any other maintenance deficiency which may impact tire wear or overall safety.

- Install metal valve caps on all units.
- Keep all tires inflated on a monthly basis to conform to the approved standards of the Tire and Rim Association of America, Inc. In addition perform the following inspections:
- Bump test and visually inspect all available tires on a daily basis.
- Pressure check and inflate tires, if needed daily, on a sufficient number of vehicles to ensure that each vehicle in the fleet is pressure checked and inflated to proper tire pressure at least every thirty (30) days.
- Defects are to be reported to the operating garage foreman or designate in writing at earliest convenience.
- Static and dynamic balance all front tires and wheel sets prior to installation.
- Check and maintain pressure in all road supervisor vehicles monthly

END OF SPECIFICATIONS

SECTION 3: GENERAL CONDITIONS

3.1 RIGHTS OF PSTA IN INVITATION FOR BID PROCESS

PSTA may investigate the qualifications of any Bidder under consideration. PSTA may require confirmation of information furnished by a Bidder, and require additional evidence of qualifications to perform the Services described in this IFB. In addition to any rights conveyed by Florida law, PSTA specifically reserves the right to:

- Disqualify any Bidder in accordance with Instruction to Bidders
- Reject any or all of the Bids, at its discretion
- Remedy errors in the IFB
- Cancel the entire IFB
- Issue subsequent IFB
- PSTA reserves the right to select the bid that it believes will serve the best interest of PSTA
- Seek the assistance of outside technical experts to review Bids
- Approve or disapprove the use of particular SubBidders and Suppliers
- Determine whether or not a Bidder is a responsible Bidder
- Reject any part of a bid unless the bid has been qualified as provided
- Negotiate with any, all or none of the Bidders
- Award a contract to one Bidder
- Accept other than the lowest priced Bid
- Request any necessary clarifications or bid data without changing the terms
- Disqualify the Bid(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder(s)
- Waive any informalities or irregularities in any Bid, to the extent permitted by law
- Make selection of the Bidder to perform the services required on the basis of the original bids without negotiation

This IFB does not bind or commit PSTA to enter into a Contract with any of the Bidders. In the event PSTA rejects all bids and concurrently provides notice of its intent to reissue, all bids will be exempt from public record production until PSTA issues a notice of intended decision on the reissued invitation for bids.

3.2 BID PROTEST PROCEDURES

For projects funded through a Federal grant, the protest procedures found in 49 CFR §18.26(b)(9) will govern the process. For all other projects, the protest procedures below will govern.

- A) Right to Protest – Any interested party, as defined by FTA Circular 4220.1F, Chapter VII, as it may be amended from time to time, who wishes to protest a PSTA decision or intended decision concerning a bid or a contract award, shall file a written Notice of Protest with the CEO of PSTA within seventy-two hours after the posting of the bid tabulation or after the issuance of the notice of PSTA's decision or intended decision and shall file a formal written protest within ten days after the date of the Notice of Protest. The formal written protest shall state with particularity the basis of the protest, including the facts and law upon which the protest is based and providing any



supporting documentation. Failure to file a Notice of Protest or failure to file a formal written protest within the time periods set forth above shall constitute a waiver of protest.

- B) Providing a Bond – Any firm or person who files a protest shall file with PSTA, at the time of filing the formal written protest, a bond payable to PSTA in an amount equal to one percent of the estimate of the total value of the contract or \$5,000, whichever is less. Such bond shall be conditioned upon payment of all costs which may be adjusted against the protestor upon the conclusion of the protest proceedings. If the protest determination is not in favor of the protestor, PSTA shall recover all costs, damages and charges incurred by it during the protest, excluding attorneys' fees. Upon payment of such costs and charges by the person or firm protesting the decision or intended decision, the bond shall be returned.
- C) Consideration of Protest – PSTA's CEO will consider all protests of a PSTA decision or intended decision concerning a bid solicitation or a contract award where the protestor has complied with the requirements of subsections A and B of this section. When the CEO is a member of the committee that makes a recommendation or intended decision, the CEO shall designate a Department Director to consider the protest. The CEO or his/her designee shall not consider any protest presented orally or not presented within the time limits set forth in subsection A. The CEO or his/her designee shall provide the protestor and all other bidders with a written determination of the protest within fifteen (15) days of receiving the formal written protest. The CEO or his/her designee may provide an opportunity to resolve the protest by mutual contract between the parties within seven days, excluding Saturdays, Sundays and legal holidays, of PSTA's receipt of the formal written protest.
- D) Protest to FTA – Any protestor whose protest has been denied by PSTA's CEO or his/her designee may file a protest with FTA within five days of the date the protestor has received actual or constructive notice of the CEO's or his/her designee's decision. The protestor must comply with FTA's procedures and FTA Circular 4220.1F, Chapter VII. PSTA's CEO or his/her designee shall submit any reports or documents requested by FTA in its consideration of the protest.
- E) Stay of Procurement During Protests – When a protest has been timely filed with PSTA or timely filed with FTA, during the pendency of that protest, PSTA shall not make an award of a contract. PSTA shall comply with all provisions of Chapter VII, if it proceeds to make an award during the pendency of a protest filed with FTA. If PSTA does not make an award while a protest is pending with PSTA, after five days from the date the CEO or his/her designee rendered his decision, the CEO or his/her designee shall confirm with FTA that FTA has not received a protest on the contract in question before PSTA proceeds with making an award or with the procurement if an award already had been made.
- F) Notice to Bidders – Bids with recommendations will be posted on a bulletin board maintained at PSTA's principal place of business for purposes of posting bid tabulations and scores. Upon receipt of a formal written protest, PSTA will give notice of the protest to all bidders, or if the bid already was awarded at the time the protest was filed with PSTA, only to the successful bidder. When a protest results in a delay of an award of the contract pending the disposition of the protest, the bidder(s) whose bids might become eligible for award will be requested, before expiration of the time for acceptance of their bids (with consent of sureties, if any) to extend the time for acceptance so as to avoid the need for re-advertisement and re-submittal.



3.3 PRICES, TERMS AND PAYMENT

Firm prices shall be proposed and must include all ancillary costs as well as the following:

- A) Taxes: PSTA does not pay federal excise and sales taxes or state excise and use taxes on direct purchases.
- B) Discounts: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.
- C) Mistakes: Bidders are expected to examine the conditions, scope of work, bid prices, extensions, specifications and all instructions pertaining to the invitation for bid. Failure to do so will be at the Bidders risk.
- D) Invoicing and Payment: Invoicing and Payment: Charges rendered by Bidder to PSTA shall be due and payable in accordance with the Florida Prompt Payment Act.

3.4 TAX EXEMPTION

PSTA is exempt from payment of all Federal, State, and local taxes in connection with this Project. Said taxes shall not be included in the bid or bid prices. PSTA will provide necessary tax exemption certificates. PSTA's Tax Identification number is: **#85-8012617996C-4**. This provision does not relieve the Bidder from the responsibility to pay all applicable taxes for goods, services, and labor acquired in the performance of this Project.

3.5 QUALIFICATIONS FOR AWARD

Award of this contract shall be made to the bid which is responsive in all respects to these procurement requirements, and where the Bidder is determined to be a responsible Bidder, a determination that shall be made solely at the discretion of PSTA. The Bidder affirms and declares:

- A) The Bidder has the capacity to do business within the State of Florida.
- B) The Bidder has the capability to assure completion of the required services within the time specified under this contract.
- C) The Bidder presently has the necessary facilities, financial resources and licenses to complete the contract in a satisfactory manner and within the required time.
- D) The Bidder is of lawful age and that no other person, firm or corporation has any interest in this bid or the contract proposed to be entered into.
- E) The Bidder is not in arrears to the Pinellas Suncoast Transit Authority upon debt or contract and is not defaulting as surety or otherwise, upon any obligation to the Pinellas Suncoast Transit Authority.
- F) No member, officer, or employee of PSTA during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- G) To be "qualified" by PSTA, the Bidder must have all State and Local licenses as legally required that are necessary to perform and complete the work as called for herein.
- H) The Bidder is not on the Comptroller General's list of ineligible consultants.

3.6 DAMAGES FOR DELAY

Notwithstanding anything contained herein to the contrary, costs caused by delay in delivery of supplies or for any other reason shall be borne solely by Bidder. Bidder shall not be entitled to any claim for damages as a result of delay.



3.7 WITHHOLDING AWARD

This solicitation for bids does not bind or commit PSTA to award a contract, pay any costs incurred in preparation of bid or bids in response to this solicitation, or to procure or contract for goods or services. Bidder shall be responsible for all costs incurred as part of their participation in the pre-award process.

3.8 BID ACCEPTANCE, REJECTION, AND POSTPONEMENT

PSTA reserves the right to postpone, accept, or reject any and all bids in whole or in part, on such basis as PSTA deems to be in its best interest to do so, subject to the rules and regulations set forth by the U.S. Department of Transportation.

Consultants, SubBidders or Suppliers which do not comply with all requirements associated with this Bid process may be found non-responsive to these IFB Documents.

Any person, firm, corporation, joint venture/partnership, or other interested party that has been compensated by PSTA or a consultant engaged by PSTA for assistance in preparing the IFB Documents and/or estimate shall be considered to have gained an unfair competitive advantage in bidding and shall be precluded from submitting a Bid in response to the IFB.

Any person, firm, corporation, joint venture/partnership, or other interested party that has continued discussions regarding this IFB with PSTA or consultant staff other than the Contract Administrator (with the exception of the Contract Compliance Office regarding DBE informational requests or informational requests on the Lobbying Program) after the IFB is issued may be considered to have gained an unfair competitive advantage in bidding and may be precluded from submitting a Bid in response to the IFB.

3.9 USE OF "PINELLAS SUNCOAST TRANSIT AUTHORITY" NAME IN BIDDER ADVERTISING OR PUBLIC RELATIONS

PSTA reserves the right to review and approve any advertising copy related to this Project in any way prior to publication. The successful Bidder will not allow such copy to be published in their advertisements or public relations programs until submitting such copy and receiving prior written approval from PSTA. The successful Bidder agrees that published information relating to this Project will be factual and in no way imply that PSTA endorses the successful Bidders firm, service or product. In submitting a bid, the Bidder agrees not to use the results there from as a part of any commercial advertising.

3.10 USDOT/FTA/FDOT CONCURRENCE FOR CONTRACT AWARD

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

3.11 DEBARMENT AND SUSPENSION

Bidders shall complete and submit as part of their bid, the Certification of Primary Bidder Regarding Debarment, Suspension, and Other Responsibility Matters for all projects when the total aggregate value of the contract exceeds \$100,000. The Bidder shall also submit a list of subcontracts and subBidders that will have a financial interest in this Project that exceeds \$25,000 or will have a critical influence on or a substantive control over the Project. A Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusions shall be submitted by the Bidder to PSTA for each listed subBidder prior to contract award.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Bidder is required to verify that none of the Bidder, 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 Bidder 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. By signing and submitting its bid, the Bidder certifies as follows: The certification in this clause is a material representation of fact relied upon by PSTA. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to remedies available to PSTA, the



Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

During the term of the Contract the successful Bidder will be required to immediately notify PSTA of 1) any potential subBidder that is subject to this provision and to submit the appropriate certification prior to award of a subcontract; 2) any information that its certification or certification of its subBidders was erroneous when submitted; and 3) any information that certifications have become erroneous by reason of changed circumstances.

3.12 DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

In connection with the performance of this Contract, the successful Bidder agrees to cooperate with PSTA in meeting its commitments and goals with regard to maximum utilization of DBE. The policy and obligations for maximum utilization of DBE's are herein set forth:

- A) Policy: It is the policy of the Department of Transportation that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or apart with Federal funds under this Contract. Consequently, the DBE requirements of 49 CFR, Part 23 apply to this Contract.
- B) DBE Obligation: PSTA and Bidder agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, PSTA or its consultants shall take all necessary and reasonable steps in accordance with 49 CF, Part 23, to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and to perform contracts. PSTA and its consultants shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Requirements and goals for DBE participation in this Project are as follows:

While there is no minimum percentage goal established, firms are encouraged to utilize certified DBEs and compliance with the goal may be fulfilled by DBE's performing as either:

- A) A member of a joint venture as a prime consultant;
- B) An approved subBidder;
- C) An owner-operator of equipment;
- D) A renter of equipment to a prime consultant;
- E) A firm manufacturing and supplying goods used in the project;
- F) A firm supplying goods used in the project (when supplying goods, only 60 percent will be counted).

If no DBE utilization is proposed, the Bidder must demonstrate that sufficient good faith efforts were made to meet the DBE contract goals and shall document the steps he has taken to obtain DBE participation.

Bidder's good faith efforts will include the following actions.

- A) Soliciting through all reasonable and available means the interest of all certified DBE's who have the capability to perform work under the contract. This shall include attendance at pre-bid meetings, advertising and/or written notices. The Bidder shall allow sufficient time to allow the DBE's to respond to the solicitation.



- B) Selecting portions of the work to be performed by DBE's.
- C) Providing interested DBE's with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- D) Negotiations in good faith with interested DBE's. It will be the responsibility of the Bidder to make a portion of the work available to DBE subBidders and suppliers and to select those portions of the work or materials consistent with the available DBE's. Evidence of negotiations shall include the names, addresses, and telephone numbers of DBE's that were considered and a description of the information provided regarding the plans and specifications for the work selected for subBidders, and evidence as to why additional Contracts could not be reached for DBE's to perform the work.
- E) Not rejecting DBE's as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- F) Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance as required.
- G) Efforts to assist interested DBE's in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H) Use of services of available minority/women community organizations; minority/women Bidders' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

The Bidder agrees not to terminate for convenience a DBE subBidder, and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without PSTA's prior written consent. When a DBE subBidder is terminated, or fails to complete its work on the contract for any reason.

3.13 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

PSTA agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h)(2) by refraining from using any federal assistance awarded by the Federal Transit Administration to support procurements using exclusionary or discriminatory specifications. PSTA further agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute.

3.14 FEDERAL LOBBYING CERTIFICATION

Per 49 CFR Part 20, Bidders shall complete and submit as part of their bid the Certification of Restrictions on Lobbying for all projects when the total aggregate value of the contract exceeds \$100,000. The Bidder shall also submit a list of subcontracts and subBidders that will exceed \$100,000. A Certification of Restrictions on Lobbying shall be submitted by the Bidder to PSTA for each listed subBidder prior to contract award.

3.15 LOBBYING

Lobbying of any PSTA board member, officer, evaluation/selection committee member, employee, agent or attorney by a bidder, any member of the bidder's staff, any agent or representative of the bidder, whether compensated or not, or any person employed by any legal entity affiliated with or representing the bidder shall be prohibited on all competitive selection processes and contract awards, including but not limited to requests for bids, requests for quotations, requests for qualification, invitation for bids, bids or the award of purchasing contracts of any type. Lobbying is strictly prohibited from the date of the advertisement or on a date otherwise established by the Pinellas Suncoast Transit Authority Board of Directors, until either an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded.

The purposes of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a protest is resolved, or the competitive selection process is otherwise concluded. Nothing herein shall prohibit a bidder from contacting the purchasing division or PSTA's general counsel to address situations such as clarification and/or questions related to the procurement process or protest.



For the purposes of this Paragraph, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with the bidding process through direct or indirect oral or written communication. Lobbying includes such actions whether performed by the bidder itself, any employee of the bidder, the bidder's attorney, agent or other paid or non-paid representative, or any person who performs such actions of behalf or at the behest of the bidder. Further, lobbying includes the attempt to influence Board members while they are performing their functions for other governmental entities (e.g.) a city or Pinellas County). The final award of the contract shall be the effective date of the contract.

Any board member, officer, evaluation/selection committee member, employee, agent or attorney who has been lobbied shall immediately report the lobbying activity to the Chief Executive Officer.

3.16 COLLUSION

Each Bidder must submit the Non-Collusion Affidavit form. Bidder certifies that its bid is made without previous understanding, Contract, or connections with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

3.17 LEGAL REQUIREMENTS

Federal, state, county and local laws and ordinances, rules and regulations shall govern submittal and evaluation of bids received and shall govern claims and disputes between Bidder(s) and PSTA by and through its officers, employees, authorized representatives, or any person, natural or otherwise. Lack of knowledge by Bidder is not a cognizable defense against legal effects.

3.18 EXCEPTIONS

Bidder is advised that if it wishes to take exception to any of the terms contained in this IFB, it must identify the term and the exception in its response to the procurement. Failure to do so may lead PSTA to declare any such term non-negotiable. Bidder's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

3.19 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Bidder, Supplier, SubBidder, 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 287.133, Florida Statutes, for Category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. PSTA may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry may be grounds for rejection of a bid. Additionally, a conviction of a public entity crime may cause the rejection of a bid.

3.20 "OR EQUAL" DETERMINATION

Where bidding other than specified, the determination of equivalency will be at the sole discretion of PSTA. Bidder shall, as to each item, bid upon the specified products or upon an alternate product which is "equal" as defined herein. The offer of an alternate product for any item shall, for the purpose of evaluation of bids, be construed as a refusal to bid upon the product specified. Only one alternate product for each item shall be submitted. In the event an alternate product is submitted for any item, the Bidder shall cross out the product specified and type or print the word "ALTERNATE" (failure to do so shall be construed as a bid upon the product specified) and insert the unit price and the extension or total (unit price multiplied by the number of units) in the columns provided therefore in the same manner as if proposing upon the specified product. In the event any alternate product is submitted the Bidder shall state on additional attached sheets, the precise specifications of the alternate and all of the differences in specifications between the specified product and



the alternate products and sketches or blueprints to scale sufficiently accurate, complete, and detailed as to enable PSTA to make a complete determination of the quality of the alternate. Failure to submit this information in full will constitute basis for determination by PSTA that the alternate submitted is not equal to the product specified as a standard.

3.21 MATERIAL SAFETY DATA SHEETS

In complying with Florida's "Right to Know" Law, PSTA requires the Bidder submit Material Safety Data Sheets on any hazardous chemical or substances supplied. Failure to supply MSDS's sheets may result in bid disqualification.

NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

Upon award, Bidder agrees to enter into and execute the contract set forth in Section 4.

SECTION 4: CONTRACT

AGREEMENT TO FURNISH Remanufacture of Bus Parts & Components

THIS AGREEMENT is made on April 22, 2015, by and between the Pinellas Suncoast Transit Authority (“PSTA”), an independent special district with its principal place of business located at 3201 Scherer Drive, St. Petersburg, Florida, and _____ (“Bidder”), a Company with its principal place of business located at _____ (collectively, the “Parties”).

WHEREAS, PSTA issued an Invitation for Bid IFB 15-007B for Bus Tire Lease for Bus Tires on February 27, 2015 (“IFB”); and

WHEREAS, Bidder submitted a Bid response to the IFB on or before March 31, 2015 (“Bidder’s Response”); and

WHEREAS, PSTA’s Board of Directors awarded the IFB to Bidder at its Board of Directors Meeting on April 22, 2015, and the parties wish to set forth the terms and conditions of their agreement for a total amount not to exceed \$ _____ (the “Contract Total”).

NOW THEREFORE, the parties in consideration of the mutual covenants and conditions set forth herein contained, the adequacy of which is acknowledged by the Parties, agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein by reference.
2. CONTRACT DOCUMENTS. The “Contract Documents” shall mean and refer to this Agreement, the IFB, and all exhibits attached thereto including all duly executed and issued addenda (attached hereto as **Exhibit A**), and Bidder’s Response to the IFB (attached hereto as **Exhibit B**). All of the foregoing are incorporated herein by reference and are made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the Exhibits, this Agreement takes precedence over the Exhibits and any inconsistency between exhibits will be resolved in the following order:

Exhibit A	IFB
Exhibit B	Bidder’s Response
3. SCOPE OF SERVICES. Bidder, at the direction of PSTA, shall provide tires, machines and equipment in accordance with the specifications, tasks, and scope of work set forth in Exhibit A (the “Project”). It is the sole responsibility of Bidder to read the specifications and understand them.
4. EFFECTIVE DATE AND TERM OF AGREEMENT. This Agreement shall become effective on the date of award by PSTA’s Board of Director’s (“Effective Date”) and shall commence on May 1, 2015. It shall remain in effect until April 30, 2020, but shall not exceed five years. Agreement is for (3) three years with (2) two (12) twelve month renewal options.
5. TERMS OF PERFORMANCE.
 - 5.01 *Time for Completion.* Vendor shall provide tires within (30) calendar days of placing an order. Vendor shall provide the Authority with equipment, machines and supplies no later than May 1, 2015.
 - 5.02 *Representatives.* Prior to the start of any work on the Project, Bidder shall designate a primary and alternate representative, who will have management responsibility for the Project and who have

authority to act on technical matters and resolve problems with the Project and the Contract Documents, to PSTA in writing. Such designation shall include the contact information (including phone numbers) of Bidder's representative. PSTA will advise Bidder in writing of the personnel who will represent PSTA in the administration of the Contract Documents.

5.03 Non-exclusive Contract. PSTA specifically reserves the right to contract with other entities for the services described in the Contract Documents or for similar services if it deems, in its sole discretion, such action to be in PSTA's best interest.

5.04 Reports: Bidder shall retain throughout the term of the Contract and for three years thereafter, all tire change summaries and invoicing documentation, and shall make the records available for inspection by PSTA's representatives, by PSTA's internal and external auditors, and upon PSTA's request, by representatives of firms owning any tires serviced by the Bidder under this Contract.

5.05 Reviews: Until the completion of the Project and the final payment therefore by PSTA, Bidder shall allow representatives of PSTA to visit the offices and other places of Bidder's work periodically without prior notice to monitor Bidder's work completed or progress on the Project. The Parties agree that if either party deems it advisable to hold either a conference or any inspection of work in progress, all parties will be notified and may participate.

5.06 Bidder Responsibility: Bidder shall provide services of first quality, and the workmanship must be in accordance with customary standards of the various trades and industries involved in the Project. The Project and the services associated therewith shall be high-quality in all respects. No advantage will be taken by Bidder in the omission of any part or detail of the Project. Bidder hereby assumes responsibility for all materials, equipment, and processes used in the Project, whether the same is manufactured by Bidder or purchased readymade from a source outside Bidder's company.

5.07 Compliance with Laws. Bidder shall be solely responsible for compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the provision of the Project and Bidder's services under the Contract Documents including, but not limited to all rules and regulations related to safety and compliance therewith. PSTA and PSTA's Project Manager will communicate directly with the Bidder's project superintendent and shall have no authority to direct, oversee, or instruct the Bidder's employees, subBidders, or materialmen, or any other individuals performing work on the Project. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents shall be construed as an oversight and shall not relieve Bidder of its obligations to comply with such laws fully and completely. Upon request, Bidder shall furnish to PSTA certificates of compliance with all such laws, orders and regulations. Bidder shall be responsible for obtaining all necessary permits and licenses required for performance under the contract and completion of the Project.

6. **COMPENSATION.** In consideration of Bidder's faithful performance of the Contract Documents, PSTA agrees to pay Bidder in accordance with the amounts bid and set forth in Exhibit B. However, all payments to Bidder individually and in the aggregate shall not exceed the Contract Total. Payment shall be made only for work which is actually performed and approved by PSTA. Bidder shall submit invoices to PSTA no later than the fifteenth (15) day of the month immediately following the month in which the work or services were completed. PSTA will make payment in accordance with the Florida Prompt Payment Act.

6.01 *Invoices.* All invoices shall be submitted in accordance with the Florida Prompt Payment Act with all details prescribed by PSTA, and delivered to the following address:

Pinellas Suncoast Transit Authority
Attention: Finance Department/Accounts Payable
Purchase Order #: _____
3201 Scherer Drive
St. Petersburg, Florida 33716

Or via E-Mail : Accountspayable@psta.net

6.02 *Payment Due Date.* Payment due date is calculated from time PSTA Accounts Payable Accountant has received and accepted the invoice per 218.73. Payment due date for purchase of goods or services other than construction services is 45 days from the accepted date, 218.74. Invoices must have the PSTA Purchase Order Number on them in order to be considered a proper invoice.

6.03 *Disputed Invoices.* In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion will be paid.

6.04 *SubBidder Payments.* In accordance with 49 CFR Part 26.29, Bidder shall pay each subBidder or subBidder for satisfactory performance of its contract with the subBidder or subBidder no later than thirty (30) days from the receipt of each payment Bidder receives from PSTA. Bidder shall further return retainage payments to each subBidder or subBidder within thirty (30) days after the subBidder's or subBidder's work is satisfactorily completed. Bidder shall include as part of its contract or agreement with each subBidder or subBidder for work and material a "Prompt Payment Clause". The Prompt Payment Clause shall require payment to all subBidders and subBidders, not only DBEs, for all labor and material for work completed within thirty (30) days of receipt of progress payments from PSTA for said work. The Prompt Payment Clause shall further stipulate the return of retainage within 30 days after the subBidder or subBidder achieves the specified work as verified by payment from PSTA.

6.05 *Disputes with SubBidder Payments.* Any disputes that arise regarding the satisfactory completion of work by a subBidder or subBidder may be brought to the attention of PSTA, who will make a determination. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval from PSTA. This clause applies to both DBE and non-DBE subBidders.

6.06 *Failure to Abide by DBE Requirements.* Failure by Bidder to carry out the requirements of PSTA's DBE Program and the requirements of 49 CFR Part 26, and/or timely return of retainage, without just cause, is a material breach of this Agreement, which may result in PSTA withholding payment from Bidder until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), termination of this Agreement, or other such remedy as PSTA deems appropriate.

7. MODIFICATION OF CONTRACT DOCUMENTS. The Contract Documents, including the scope, specification, and details of the Project may only be modified by written agreement of the Parties.

7.01 *Written Change Orders within the Project.* Notwithstanding Section 7.01, above, PSTA may at any time, by written order, make changes within the scope of the work to be performed by Bidder under the Contract Documents. However, no such written order shall serve to increase the Contract Total or give Bidder any claim for monies in addition to the Contract Total. If any such change causes an increase or decrease in the estimated cost of, or the time required for, the performance of any part of the work under the Contract Documents, whether or not changed by the order, Bidder shall notify PSTA within

thirty (30) days in writing. In the case of an increase to the Contract Total, the written notice shall state in all capital, bold letters that PSTA's written order would result in an increase in the Contract Total. Such notice must be submitted and approved prior to performing any work in accordance with the written order or changes made by PSTA. Upon receipt of such notice, PSTA will endeavor to make such adjustments as are appropriate and equitable and the Parties may modify this Agreement in writing. Failure to agree to any adjustment shall be a dispute within the meaning of Section 12 - Disputes, Breaches, Defaults, or other Litigation.

7.02 *No Stoppage of Work.* Notwithstanding the foregoing, nothing in this clause shall excuse Bidder from proceeding with the Agreement as changed except for those changes which would increase the Contract Total.

7.03 *No Increase in Costs.* No services for which an additional cost or fee will be charged by Bidder shall be furnished without the prior express written authorization of PSTA.

8. WARRANTIES AND COVENANTS

8.01 *Patent, Trademark, Copyright, and Trade Secret.* Bidder warrants that the Project, and all goods and services associated therewith do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold PSTA, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Agreement. PSTA shall promptly notify Bidder of any such claim. PSTA makes no warranty that the production, sale or use of goods or services under this Agreement will not give rise to any such claim and PSTA shall not be liable to Bidder for any such claim brought against Bidder.

8.02 *Covenants against Gratuities.* Bidder warrants that he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of PSTA with a view toward securing favorable treatment in the awarding, amending, or evaluating performance under this Agreement.

9. ASSIGNABILITY AND SUBCONTRACTING

The terms and provisions of the Contract Documents shall be binding upon PSTA and Bidder their respective partners, successors, heirs, executors, administrators, assigns and legal representatives.

9.01 *Written Approval Required.* The rights and obligations of Bidder may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without PSTA's prior written consent. Bidder may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subBidder by PSTA.

9.02 *Responsibility for SubBidders.* If Bidder's assignee or subBidder fails to perform in accordance with the terms of its assignment or subcontract, Bidder shall complete or pay to have completed the work which the assignee or SubBidder failed to complete at no additional cost to PSTA. In the event of any noncompliance by any of the subBidders, Bidder shall be directly and wholly responsible for the noncompliance and shall bear all attributable costs.

9.03 *Assignment by PSTA.* PSTA may assign its rights and obligations under the Contract Documents to any successor to the rights and functions of PSTA or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent PSTA deems necessary or advisable under the circumstances.

9.04 *E-Verify.* Bidder shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Bidder throughout the term of this Agreement; and (b) all persons, including subBidders, retained or hired by Bidder, regardless of compensation, to perform work on the services provided pursuant to the Contract Documents.

9.05 *Provision for Other Governmental Entities.* Unless otherwise stipulated by Bidder and PSTA in writing, Bidder agrees to make available to all government agencies, entities, departments, authorities, political subdivisions, counties, local school boards, special districts, transit authorities, municipalities, or other governmental agencies or authorities, the bid prices submitted on the same terms and conditions herein, should any said governmental entity desire to buy under this Agreement.

10. DELAY IN PERFORMANCE/FORCE MAJEURE

10.01 *Time of the Essence.* The timely receipt of services and deliveries to PSTA is essential. If the Project and all deliverables are not received on time, PSTA may cancel the unfilled portion of this Agreement for cause, purchase substitute requirements elsewhere, and recover from Bidder any increased costs and damages thereby incurred by PSTA.

10.02 *Force Majeure.* Bidder shall be entitled to a reasonable extension of time from PSTA for the delays resulting from damage to Bidder's and/or PSTA's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions, power failures, riots, acts of war, strikes or lockouts beyond the control of Bidder and its subBidders ("Force Majeure"). Any delay other than one mentioned above shall constitute a breach of Bidder's obligations under the Contract Documents.

10.03 *Unavoidable Delay.* If delivery of the Project, and all deliverables thereunder, is unavoidably delayed, PSTA may extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Bidder's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Bidder, its subBidders, or its suppliers or their agents; was substantial; and, in fact, caused Bidder to miss delivery dates and could not adequately have been guarded against by contractual or legal means.

10.04 *No Damages for Delay.* Bidder shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by PSTA. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling, substantial changes in scope of the Project or substantial increases in the costs of performing the work under the Contract Documents.

10.05 *Notification.* Bidder will notify PSTA as soon as Bidder has, or should have, knowledge that an event has occurred which will delay completion of the Project. Within five (5) working days, Bidder will confirm such notice in writing, furnishing as much detail as is available and including any request for extension of time. Bidder shall supply, as soon as such data is available, any reasonable proofs that are required by PSTA to make a decision on any request for extension. PSTA will examine the request and any documents supplied by Bidder and will determine if Bidder is entitled to an extension and the duration of such extension. PSTA will notify Bidder of its decision in writing. It is expressly understood and agreed that Bidder will not be entitled to any extension and the granting of such extension is in the sole discretion of PSTA. It is further expressly understood that Bidder shall not be entitled to any damages or compensation, and will not be reimbursed for any losses, on account of delays resulting from any cause.

11. TERMINATION OF AGREEMENT

This Agreement may be terminated with or without cause in accordance with the provisions below.

11.01 Without Cause. For and in consideration of \$10.00, if PSTA determines that it is in its best interest to do so, PSTA may terminate this Agreement without cause upon thirty (30) days' written notice to Bidder. If PSTA terminates this Agreement pursuant to this subsection, Bidder shall promptly submit to PSTA its costs to be paid on work performed up to the time of termination. If Bidder has any property belonging to PSTA in its possession, Bidder shall account for the same and dispose of it as directed by PSTA.

11.02 With Cause. PSTA may terminate this Agreement with cause at any time immediately upon written notice to Bidder, if: (1) Bidder fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) Bidder fails to perform in the manner called for in the Contract Documents; or (3) Bidder does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, PSTA may allow Bidder an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, PSTA's written notice of termination to Bidder shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Bidder may terminate this Agreement for cause if PSTA fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that Bidder must first provide notice of the alleged breach to PSTA and give PSTA thirty (30) days written notice to cure the alleged breach. If PSTA cures the alleged breach or is making a good faith effort to cure said breach during the thirty (30) day cure period, Bidder may not terminate this Agreement.

11.03 Reprocurement. Should this Agreement be terminated by PSTA for cause under this Section, Bidder shall be liable for all expenses incurred by PSTA in reprocurring elsewhere the same or similar items or services offered by Bidder.

11.04 Force Majeure. If it is later determined by PSTA that Bidder's failure to perform was a result of a Force Majeure, PSTA may allow Bidder to continue performance under a new time for performance or treat the termination as if terminated without cause under Section 13(a) of this Agreement.

11.05 Appropriation. In the event PSTA, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Bidder under this Agreement, PSTA shall notify Bidder of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to PSTA.

11.06 Waiver of Remedies for any Breach. In the event that PSTA elects to waive its remedies for any breach by Bidder of any covenant, term or condition of this Agreement, such waiver by PSTA shall only be valid if set forth in writing and shall not limit PSTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

12. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION

12.01 Disputes. Disputes raised by Bidder, which are not resolved amicably by the Parties, shall be decided in writing by PSTA's Project Manager. If Bidder disagrees with the decision of PSTA's Project Manager, within ten (10) days from the date of PSTA's Project Manager's decision, Bidder shall furnish a written appeal to PSTA's Chief Executive Officer. In connection with any such appeal, Bidder shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of PSTA's Chief Executive Officer shall be binding upon Bidder and Bidder shall abide by the decision.

12.02 Performance during Dispute. Unless otherwise directed by PSTA, Bidder shall continue performance under this Agreement while matters in dispute are being resolved.

12.03 Claims for Damages: Should either party suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten (10) days after the first observance of such injury or damage.

12.04 Rights and Remedies: The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by PSTA or Bidder shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12.05 Attorneys' Fees. In the event of legal action or other proceeding arising under this Agreement, PSTA shall be entitled to recover from Bidder all its reasonable attorneys' fees and cost incurred by PSTA in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings filed by or against Bidder. PSTA also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to PSTA. The reasonable costs to which PSTA will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

13. INDEMNIFICATION

13.01 Indemnification. The parties recognize that Bidder is an independent Bidder. Bidder agrees to assume liability for and indemnify, hold harmless, and defend PSTA, its board members, officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, whether or not due to or caused by the negligence of PSTA, its board members, officers, employees, agents, and/or attorneys excluding only the sole negligence of PSTA, its officers, employees, agents, and attorneys. This includes claims made by the employees of Bidder against PSTA, and Bidder hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Bidder's liability hereunder shall include all attorneys' fees and costs incurred by PSTA in the enforcement of this indemnification provision. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which PSTA is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

13.02 Control of Defense. Subject to the limitations set forth in this provision, Bidder shall assume control of the defense of any claim asserted by a third party against PSTA arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at Bidder's expense. Bidder shall have the right, at its option, to participate in the defense of any third party claim, without relieving Bidder of any of its obligations hereunder. If Bidder assumes control of the defense of any third party claim in accordance with this paragraph, Bidder shall obtain the prior written consent of PSTA before entering into any settlement of such claim. Notwithstanding anything to the

contrary in this provision, Bidder shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by PSTA and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of PSTA, be detrimental in any material respect of PSTA's reputation; (ii) the third party claim seeks an injunction or equitable relief against PSTA; or (iii) Bidder has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

14. INSURANCE

14.01 Insurance. Before beginning work (including pre-staging personnel and material), the Bidder shall obtain insurance at his expense. Delays in commencement due to failure to provide satisfactory evidence shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work commenced as scheduled. In the event the Bidder has SubBidders perform any portion of the work in this contract, either the Bidder shall name those SubBidders as "additional insurers" or each SubBidders shall be required to have the same insurance requirements as the Bidder. Insurance must be maintained throughout the entire term. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced. Delays in completing work resulting from failure of the Bidder to maintain insurance shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work had not been suspended. Coverage shall be provided by a company (ies) authorized to do business in the State of Florida. The company (ies) must maintain a minimum rating of A- as assigned by AM Best. If the Bidder has been approved by the State Department of Labor, as an authorized self-insurer for Workers' Compensation, PSTA shall recognize and honor such status. The Bidder may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Bidder's Excess Insurance Program. If the Bidder participates in a self-insurance fund, updated financial statements may be required upon request. The Bidder shall provide to PSTA's Purchasing Division satisfactory evidence of the required insurance, either:

- A Certificate of Insurance with an insurance endorsement
- A Certified copy of the actual insurance policy.

PSTA, at its sole option, has the right to request a certified copy of policies required by this contract. **Certificate of Insurance and policies must specify they are not subject to cancel, non-renewal, material change, or reduce coverage unless at least 30 days notice is given to PSTA.** The acceptance and approval of the Bidder's Insurance shall not be construed as relieving the Bidder from liability or obligation assumed under this contract or imposed by law. PSTA, its employees and officers, will be included as "Additional Insured" on all policies, except Workers' Compensation.

Requirements – Commercial General Liability with, at minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits shall be \$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

- \$500,000 per Person
- \$1,000,000 per Occurrence

- \$200,000 Property Damage

An Occurrence Form policy is preferred. If coverage is a Claims Made policy, provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the expiration of the contract.

Vehicle Liability – Recognizing that the work governed by this contract requires the use of vehicles, the Bidder, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-owned, and Hired Vehicles with minimum limits at \$1,000,000 Combined Single Limit (CSL)

IF split limits are provided, the minimum limits acceptable shall be:

- \$500,000 per Person
- \$1,000,000 per Occurrence
- \$100,000 Property Damage

Workers' Compensation – Prior to beginning work, Bidder shall obtain Workers' Compensation Insurance with limits sufficient to meet Florida Statute 440. Bidder shall maintain throughout, Employers' Liability Insurance with limits no less than:

- \$1,000,000 Bodily Injury by Accident
- \$1,000,000 Bodily Injury by Disease, policy limits
- \$1,000,000 Bodily Injury by Disease, each employee

- 15. FEDERAL PROVISIONS** - The following provisions apply to all work performed under this Agreement that is funded by a grant from the United States of America. As used in this Section, "the Government" shall mean and refer to the Federal government of the United States of America and "FTA" shall mean the Federal Transit Administration.

15.01 Prevention of Substance Abuse by Safety Sensitive Employees.

- a. Drug Abuse: To the extent that Bidder, any subBidder at any tier, or their employees, perform a safety sensitive function under the project, Bidder agrees to comply with, and assures the compliance of each affected subBidder at any tier, and their employees with U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 CFR Part 29, Subpart F, as modified by 41 U.S.C. subsection 712 et seq.
- b. Alcohol Abuse: To the extent that Bidder, any subBidder at any tier, or their employees, perform a safety sensitive function under the project, Bidder agrees to comply with, and assures the compliance of each affected subBidder at any tier, and their employees with FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655.

15.02 Access to Records.

- a. In accordance with 49 U.S.C. Section 5325(a), Bidder agrees to provide PSTA, the FTA Administrator, the U.S. Secretary of Transportation, the Comptroller General of the United States, or their duly authorized representatives with access to all books, documents, papers and records of Bidder which are directly pertinent to this Agreement, for the purposes of making audits, examinations, excerpts and transcriptions.
- b. Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- c. Bidder agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Bidder agrees to maintain same until PSTA, the FTA Administrator, the U.S. Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- d. Bidder agrees to include the above clauses 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 SubBidder who will be subject to its provisions.
- e. Project close out does not alter these requirements.

15.03 *Reports and Record Retention.*

- a. Reports: Bidder agrees to provide to the Federal Transit Administration those reports required by U.S. DOT's grant management rules and any other reports the federal government may require.
- b. Record Retention: Bidder agrees that, during the course of the project and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the project as the federal government may require for the project.

15.04 *Exclusionary or Discriminator Specifications.* PSTA agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h)(2) by refraining from using any federal assistance awarded by the Federal Transit Administration to support procurements using exclusionary or discriminatory specifications. PSTA further agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute.

15.05 *False or Fraudulent Statements and Claims.* Bidder acknowledges and agrees as follows:

- a. Bidder recognizes that the requirements of the Program Civil Remedies Act of 1986, as amended, 31 U.S.C. subsection 3801 et seq. and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with the project. Accordingly, by signing the contract, Bidder certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make pertaining to the contract. In addition to other penalties that may apply, Bidder also acknowledges that if it makes 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, as amended, on Bidder to the extent the federal government deems appropriate.
- b. Bidder also acknowledges that if it makes a false, fictitious or fraudulent claim, statement, submission, or certification to the federal government in connection with an urbanized area formula project financed with federal assistance authorized by 49 U.S.C. section 5307, the Government reserves the right to impose on Bidder the penalties of 18 U.S.C. section 1001 and 49 U.S.C. section 5307 (n) (1).

15.06 *No Federal Government Obligations to Third Parties.* Bidder agrees that, absent the federal government's express written consent, the federal government shall not be subject to any obligations or liabilities to any sub-recipient, any third party consultant, or any person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of the Project. Notwithstanding that the federal government may have concurred in or approved any solicitation, sub-agreement, or third

party contract, the federal government has no obligations or liabilities to any party, including any sub-recipient or any third party consultant.

15.07 Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to receive any benefit there from.

15.08 Lobbying Certification. During the term of this Agreement Bidder agrees to comply with the provisions of 31 USC section 1352, which prohibit the use of Federal funds for lobbying by any official or employee of any Federal agency, or member of employee of Congress; and requires Bidder to disclose any lobbying of any official or employee of any Federal agency, or member or employee of Congress in connection with Federal assistance. Bidder agrees to comply with U.S. DOT regulations, "New Restrictions On Lobbying", 49 CFR Part 20 and include these requirements in any subcontract which exceeds \$100,000.

- a. Bidder and all SubBidders in receipt of contracts exceeding \$100,000 shall submit Standard Form LLL quarterly to PSTA. Bidder shall also submit with each request for payment 1) a list of each Bidder and SubBidder that is subject to the Lobbying Certification, 2) certifications or evidence of certification for all SubBidders, 3) information regarding material changes in the previous certifications or disclosures, and, 4) Standard Form LLL or evidence that the form was previously submitted to PSTA.
- b. PSTA will not make any payment to Bidder or a subBidder which 1) does not comply with this Section, or, 2) is not in compliance with the above-cited federal requirements.

15.09 Debarment and Suspension. Bidder agrees to comply with U. S. Department of Transportation regulations, "Government Debarment and Suspension (Non-procurement)", 49 CFR Part 29, and otherwise comply with the requirements of those regulations. This includes the requirement of Bidder to submit the Certification Of Primary Consultant Regarding Debarment, Suspension, And Other Responsibility Matter for all projects when the total aggregate value of the Contract exceeds \$100,000 and to submit a Certification Of Lower Tier Participation Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusions for each SubBidder which will have a financial interest in this Project which exceeds \$25,000 or will have a critical influence on or a substantive control over the Project.

- a. During the term of this Agreement, Bidder agrees to immediately notify PSTA of any potential subBidder that is subject to this provision and to submit the appropriate certification prior to award of a subcontract; and any information that its certification or certification of its subBidders was erroneous when submitted; and any information that certifications have become erroneous by reason of changed circumstances.
- b. Bidder shall submit with each request for payment a list of all subBidders performing work under the Contract Documents which have a financial interest in the Project which exceeds \$25,000 or have had a critical influence on or substantive control over the Project and submit evidence that the appropriate certificate has been submitted and that they remain valid.
- c. PSTA will not make payment to Bidder or a SubBidder that does not comply with this Section, or is not in compliance with the above-cited federal requirements.

15.10 Environmental, Resource Conservation and Energy Requirements.

- a. Environmental Protection: Bidder agrees to comply with applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321 et seq.; section 14 of the Federal Transit Act, as amended, 49 USC app. §§ 1610; Council on Environmental Quality regulations, 40 CFR Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact And Related Procedures" at 23 CFR Part 771 and 49 CFR Part 622.

- b. Clean Air:
 - i. Bidder 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. Bidder agrees to report each violation to PSTA and understands and agrees that PSTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
 - ii. Bidder also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- c. Clean Water: Bidder agrees to comply with all applicable Federal laws and regulations in accordance with applicable Federal directives implementing the Clean Water Act, as amended, 33 U.S.C. § § 1251 through 1377. Specifically:
 - i. Bidder agrees to protect underground sources of drinking water as provided by the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § §300f through 300j-6.
 - ii. Bidder agrees to comply with the notice of violating facility provisions of section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. §7606 note.
 - iii. Bidder also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- d. Energy Conservation: Bidder shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy And Conservation Act, 42 USC §§ 6321 et seq.
- e. Mitigation of Adverse Environmental Effects: Should the proposed Project cause adverse environmental effects, Bidder agrees to take all reasonable steps to minimize such effects pursuant to 49 USC app. § 1610, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622. Bidder agrees to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreement, and statements required by 49 USC § 303) and with any conditions imposed by the Government as part of a finding of no significant impact or a record of decision; all such mitigation measures are incorporated in and made part of this Agreement by reference. As soon as the Government and Bidder reach agreement on any mitigation measures that have been deferred, those measures will then be incorporated into this Agreement. Such mitigation measures may not be modified or withdrawn without the express written approval of the Government.

15.11 Preference for Recycled Products. To the extent applicable, Bidder agrees to comply with U.S. Environmental Protection Agency (U.S. EPA) "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

15.12 *Civil Rights Requirements.*

- a. 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, Bidder 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, Bidder agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:
 - i. 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, Bidder 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. Bidder 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, Bidder agrees to comply with any implementing requirements FTA may issue.
 - ii. 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, Bidder agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Bidder agrees to comply with any implementing requirements FTA may issue.
 - iii. Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Bidder 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, Bidder agrees to comply with any implementing requirements FTA may issue.

Bidder 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.

15.13 *Access for Individuals with Disabilities (ADA).* PSTA and Bidder agree to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. PSTA and Bidder also agree to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29

U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, PSTA and Bidder agree to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- a. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- b. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- c. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- d. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- e. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- f. U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- g. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- h. U.S. 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;
- i. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- j. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- k. Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

15.14 DBE Participation. Bidder and any subBidder(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Bidder shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Bidder to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as PSTA deems appropriate. A minimum of eight point twenty-nine percent (8.29%) of the total contract price, as awarded, may be awarded to a certified DBE's by Bidder.

15.15 DBE SubBidder's Payment and Reporting Terms.

- a. Bidder Reporting Requirements: Bidder agrees to count only the value of the work actually performed by the DBE firm toward its overall DBE goal. When a DBE performs as a participant

in a joint venture, Bidder agrees to count the portion of the work of the contract that the DBE performs with its own forces toward its DBE goal only if the DBE is performing a commercially useful function of the contract. The factors listed in 49 CFR Part 26 will be used to determine whether a DBE trucking firm is performing a commercially useful function. Bidder understands that expenditures with DBEs for materials or supplies toward DBE goals will be counted according to the factors listed in 49 CFR Part 26. Bidder agrees to meet with the PSTA DBE Liaison Officer for the purpose of verifying Bidder reporting requirements prior to the signing of a contract.

- b. **Legal and Contract Remedies:** Bidder agrees to report quarterly to the PSTA DBE Liaison Officer on all payments made to DBE SubBidders. Further, Bidder shall provide all copies of canceled checks made to DBE SubBidders showing proof of actual payment. Bidder understands that failure to report quarterly to the PSTA DBE Liaison Officer may result in the termination of this Agreement or such other remedy as PSTA deems appropriate.
- c. Bidder understands that PSTA will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g. referral to the Department of Justice for criminal prosecution, referral to the DOT inspector General, action under suspension and debarment of Program Fraud or Civil Penalties rules) provided in 26.109. Bidder understands that PSTA will consider similar action under their own legal authorities, including responsibility determinations in future contracts.

15.16 Federal Changes. Bidder 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 PSTA and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Bidder's failure to so comply shall constitute a material breach of this Agreement.

15.17 Incorporation of FTA Terms. The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, (also see Change 1) 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 Agreement. Bidder shall not perform any act, fail to perform any act, or refuse to comply with any PSTA requests which would cause PSTA to be in violation of the FTA terms and conditions.

15.18 Notification of Federal Participation. In the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the Bidder agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract.

15.19 Contract Work Hours and Safety Standards Act.

- a. **Overtime Requirements** – No Bidder or subBidder contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. **Violation; Liability for Unpaid Wages; Liquidated Damages** – In the event of any violation of the clause set forth in paragraph (1) of this section the Bidder and any subBidder responsible

therefore shall be liable for the unpaid wages. In addition, such Bidder and subBidder shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- c. *Withholding for Unpaid Wages and Liquidated Damages* – PSTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Bidder or subBidder under any such contract or any other Federal contract with the same prime Bidder, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Bidder, such sums as may be determined to be necessary to satisfy any liabilities of such Bidder or subBidder for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. *Subcontracts* – The Bidder or subBidder shall insert in any subcontracts the clauses set forth in the section and also a clause requiring the subBidders to include these clauses in any lower tier subcontracts. The prime Bidder shall be responsible for compliance by any subBidder or lower tier subBidder with the clauses set forth in this section
- e. *Payrolls and Basic Records* – (i) Payrolls and basic records relating thereto shall be maintained by the Bidder during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 29 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Bidder shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Bidders employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

Section 107 (OSHA):

6) *Contract Work Hours and Safety Standards Act* – (i) The Bidder agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, “Safety and Health Regulations for Construction” 29 CFR Part 1926. Among other things, the Bidder agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(ii) *SubBidders* – The Bidder also agrees to include the requirements of this section in each subcontract. The term “subcontract” under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a “subBidder” under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a “subBidder” if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a “subBidder.” The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

16. MISCELLANEOUS PROVISIONS

16.1 Venue and Jurisdiction. The Contract Documents shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. Bidder and PSTA consent to jurisdiction over them and agree that venue for any state action shall lie solely in the Sixth Judicial Circuit in and for Pinellas County, Florida, and for any federal actions shall lie solely in the U.S. District Court, Middle District of Florida; Tampa Division.

16.2 Entire Agreement. The Contract Documents, including all exhibits, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, bids and/or understandings. There are no representations or warranties unless set forth in the Contract Documents.

16.3 Public Records Requirements. Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by Bidder as an agent of PSTA, Bidder shall: (a) keep and maintain all public records, as that term is defined in Chapter 119, Florida Statutes (“Public Records”), that ordinarily and necessarily would be required by PSTA in order to perform the work contemplated by this Contract; (b) provide the public with access to Public Records, on the same terms and conditions that PSTA would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost, to PSTA all public records in possession of the Bidder within thirty (30) days after termination of this Contract, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide PSTA with a letter confirming that this has been done within thirty (30) days of the termination of this Contract. All Public Records stored electronically must be provided to PSTA in a format that is compatible with the information technology of PSTA. If Bidder does not comply with a public records request, PSTA may pursue any and all remedies available in law or equity, including but not limited to specific performance. The provisions of this section only apply to those tasks in which Bidder is acting as an agent of PSTA.

16.4 Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to receive any benefit there from.

16.5 Notices. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested, addressed to the following:

To PSTA:
Pinellas Suncoast Transit Authority
Attn: Brad Miller, CEO
3201 Scherer Drive
St. Petersburg, FL 33716

To Bidder:

With required copy to:
Sangita Land, C.C.O.
Pinellas Suncoast Transit Authority
3201 Scherer Drive
St. Petersburg, Florida 33755

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

16.6 Severability. If any one or more of the provisions of the Contract Documents shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and the Contract Documents shall be treated as though that portion had never been a part thereof.

16.7 Modification. The Contract Documents may not be amended or altered without prior written approval by PSTA. Bidder shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract Documents and signed by PSTA.

16.8 Headings and Section References. The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

16.9 Authorization. Both parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the parties executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

BIDDER:

By: _____
Duly Authorized Designee

PSTA:

By: _____
Brad Miller, CEO

WITNESS:

By: _____

Approved as to form:

By: _____
Sangita Land, Chief Compliance Officer

ATTACHMENTS

ATTACHMENT 1
ACKNOWLEDGEMENT OF ADDENDA
(Required with bid submittal if addenda issued)

The undersigned acknowledges receipt of the following addenda to the Documents.

(Give number and date of each)

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to this Invitation for Bid, which will require rejection of the bid.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

ATTACHMENT 2
BIDDER INFORMATION FORM
(Required with bid submittal)

The following information is mandatory. Failure to complete this section may jeopardize your eligibility to be awarded the contract.

PLEASE PRINT OR TYPE YOUR INFORMATION.

Company Name: _____

Company Street Address: _____

Company Mailing Address: _____

Company Contact Person: _____

Company Telephone & Fax #: _____

Bidder Federal I.D. #: _____

Company Contact Email: _____

Age of the Firm (years): _____

Annual Gross Receipts (\$): _____

Is your firm certified by the State of Florida as a Disadvantaged Business Enterprise? _____

Number of calendar days required for completion: _____

I hereby agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder.

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

**ATTACHMENT 3
 BID FORM**
 (Required with bid submittal)

The undersigned hereby agrees to furnish the services / parts as listed below in accordance with the specifications on file with the Pinellas Suncoast Transit Authority, 3201 Scherer Drive, FL 33716, which have been carefully examined and attached hereto. All charges must be included on the Price Bid Form and must include all associated costs for the services.

PRICE BID FORM (YEAR 1 to YEAR 3) - FIXED PRICE PER MILE

YEAR	MAKE	MODEL	NUMBER OF BUSES	TIRE SIZE	LOAD RANGE	NUMBER OF TIRES PER VEHICLE	AVERAGE ANNUAL MILEAGE PER YEAR	FIXED PRICE PER MILE	ESTIMATED FIXED ANNUAL LEASE COST
2001-15	GILLIG	35'-40'LW FLR	195	B305/85/R22.5	J	6	9,159,750		
2003	MCI	MODEL D 40'	10	B315/80/R22.5	J	8	262,000		
2005	GILLIG	29' LOW FLOOR	5	B275/70/R22.5	J	6	199,000		
2012	FORD	E450-CUTAWAY	8	225/75/R16	E	6	262,500		
TOTAL PRICE FOR YEAR 1 to YEAR 3:								\$	

PRICE BID FORM - 12 MONTH OPTION 1 – YEAR 4 - FIXED PRICE PER MILE

YEAR	MAKE	MODEL	NUMBER OF BUSES	TIRE SIZE	LOAD RANGE	NUMBER OF TIRES PER VEHICLE	AVERAGE ANNUAL MILEAGE PER YEAR	FIXED PRICE PER MILE	ESTIMATED FIXED ANNUAL LEASE COST
2001-15	GILLIG	35'-40'LW FLR	195	B305/85/R22.5	J	6	9,159,750		
2003	MCI	MODEL D 40'	10	B315/80/R22.5	J	8	262,000		
2005	GILLIG	29' LOW FLOOR	5	B275/70/R22.5	J	6	199,000		
2012	FORD	E450-CUTAWAY	8	225/75/R16	E	6	262,500		
TOTAL PRICE FOR YEAR 4:								\$	

PRICE BID FORM - 12 MONTH OPTION 2 – YEAR 5 - FIXED PRICE PER MILE

YEAR	MAKE	MODEL	NUMBER OF BUSES	TIRE SIZE	LOAD RANGE	NUMBER OF TIRES PER VEHICLE	AVERAGE ANNUAL MILEAGE PER YEAR	FIXED PRICE PER MILE	ESTIMATED FIXED ANNUAL LEASE COST
2001-15	GILLIG	35'-40'LW FLR	195	B305/85/R22.5	J	6	9,159,750		
2003	MCI	MODEL D 40'	10	B315/80/R22.5	J	8	262,000		
2005	GILLIG	29' LOW FLOOR	5	B275/70/R22.5	J	6	199,000		
2012	FORD	E450-CUTAWAY	8	225/75/R16	E	6	262,500		
TOTAL PRICE FOR YEAR 5:								\$	
TOTAL PRICE ALL FIVE (1 – 5) YEARS:								\$	

ATTACHMENT 3
BID FORM - CONTINUED
 (Required with bid submittal)

LABOR OPTION—WILL NOT BE USED TO DETERMINE WINNING BIDDER

SERVICE CHARGE BY YEAR	MONTHLY SERVICE CHARGE	ANNUAL SERVICE CHARGE

BASE MILEAGE AVERAGE	ORIGINAL	RETREAD	DELIVERY LEAD TIME
B305/85/R22.5			
B315/80/R22.5			
B275/70/R22.5			
225/75/R16		N/A	

DAMAGE/LOSS PRICING

TIRE SIZE	PRICE PER 32 ND OF REMAINING TREAD
B305/85/R22.5	
B315/80/R22.5	
B275/70/R22.5	
225/75/R16	

END OF BID FORM

ATTACHMENT 4
NON-COLLUSION AFFIDAVIT
(Required with bid submittal)

Bidder certifies that this document is not a sham or collusive bid, or made in the interest of or on behalf of any collusive bid, or made in the interest of or on behalf of any person not herein named; and he/she further states that said Bidder has not directly or indirectly induced or solicited any other Bidder for this work to put in a sham bid, or any other person or corporation to refrain from proposing; and that said Bidder has not in any matter sought by collusion to secure to self-advantage over any other Bidder or Bidders.

Bidder certifies that its bid is made without previous understanding, agreement, or connections with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

State of _____ County of _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by

Name of Person Acknowledging

{NOTARY SEAL}

Signature of Notary Public

Name of Notary Typed, Printed, or Stamped

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT 5
CERTIFICATION OF RESTRICTIONS ON LOBBYING
(Required with bid submittal)

(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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

ATTACHMENT 6 DISCLOSURE OF LOBBYING ACTIVITIES

(To be completed by all Bidders, prime or subBidder, whose contract is greater than \$100,000)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See following page for public burden disclosure.)

<p>1. Type of Federal action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="padding-left: 40px;">Tier _____, if known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is a subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services</p> <p>(attach Continuation Sheet(s) SF-LLLA, if necessary)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ a. <input type="checkbox"/> bill plan <input type="checkbox"/> d</p>	<p>13. Type of Payment (circle all that apply):</p> <p>a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind: specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</p> <p>(attach Continuation Sheet(s) SF-LLLA, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLLA attached: Yes No <input type="checkbox"/> <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which 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 reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No. _____ Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</p>	

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

This disclosure form shall be completed by the reporting entity, whether sub-awardee 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 payments 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. Use the SF-LLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontract, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," 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-90-01."
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 entity 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. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s) employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. 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 30 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.

ATTACHMENT 7
BUY AMERICA CERTIFICATION
(Required for contracts greater than \$100,000)

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The Bidder hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The Bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

Note: Documentation may be required during the project to confirm Buy America purchases.

ATTACHMENT 8
CERTIFICATION OF BIDDER REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS

(Required for prime contracts greater than \$100,000)

The undersigned, an authorized official of the Bidder stated below, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of these offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this bid had one or more public transactions (federal, state, or local) terminated for cause or default.

(If the undersigned is unable to certify to any of the statements in this certification, such official shall attach an explanation to this bid).

THE UNDERSIGNED CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

State of _____ County of _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____.
Name of Person Acknowledging

{NOTARY SEAL}

Signature of Notary Public

Name of Notary Typed, Printed, or Stamped

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT 9
**CERTIFICATION OF LOWER-TIER PARTICIPANTS (SUBBIDDERS) REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(Required for subcontracts greater than \$25,000)

The Undersigned Lower Tier Participant (SubBidder to the Primary Bidder), certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. If the above named Lower Tier Participant (SubBidder) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this bid.

The Undersigned Lower-Tier Participant (SubBidder), certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31. U.S.C. Sections 3801 et seq. are applicable thereto.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

State of _____ County of _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____.
Name of Person Acknowledging

{NOTARY SEAL}

Signature of Notary Public

Name of Notary Typed, Printed, or Stamped

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____

NOTICE TO BIDDER: THIS CERTIFICATION SHALL BE COMPLETED BY ALL SUBBIDDERS WHICH WILL HAVE A FINANCIAL INTEREST IN THIS PROJECT WHICH EXCEEDS \$25,000 OR SUBBIDDERS WHICH WILL HAVE A CRITICAL INFLUENCE ON OR A SUBSTANTIVE CONTROL OVER THE PROJECT.

ATTACHMENT 10
DBE PARTICIPATION FORM
 (Required with bid submittal)

PSTA has not set a specific goal for this project. PSTA has set a DBE goal of **8.29%**.

Bidder must check the appropriate box, provide the information requested, sign and submit this form with its bid. Failure to complete and submit this form may result in rejection of the bid as non-responsive.

Bidder does not meet the DBE goal for this contract. Bidder certifies that it has made good faith efforts in accordance with the Invitation for Bid to meet the DBE goal, but, despite those efforts, has been unable to meet the goal. The Good Faith Efforts Documentation Form is attached.

OR

Bidder will meet the DBE goal for this contract. Bidder is certified according to requirements of DOT 49 CFR Part 26 as a DBE eligible for participation on DOT-assisted contracts, and will be performing _____ percent of the contract work. DBE Certification is attached.

OR

Bidder will meet the DBE goal for this contract. If awarded this contract, Bidder will subcontract with the DBE(s) listed below which will be performing a total of ____ percent of the total dollar amount of contract work. Each DBE listed below is certified according to requirements of DOT 49 CFR Part 26 for participation on DOT-assisted contracts.

No.	SubBidder or Supplier	Description of Work or Specialty	Gender/Ethnicity	Dollar Amount	Percent of Contract Amount
1					
2					
3					
4					
5					
6					
Please attach a copy of each SubBidder or supplier FDOT DBE Certification.				Total Dollars DBE (s)	Total % of Contract Amount
				\$	%

 Company Name

 Authorized Individual's Name (Print)

 Authorized Signature

 Date

 Title

ATTACHMENT 11
DBE GOOD FAITH EFFORTS DOCUMENTATION FORM
(Required if DBE goal is not met)

PSTA OVERALL DBE GOAL: 8.29%

If Bidder has indicated on the DBE Participation Form that it does not meet the DBE goal, Bidder must submit this form with its DBE Participation Form as documentation of its good faith efforts to meet the goal. Failure to submit this form with its Bidder may render this bid non-responsive. PSTA may require that Bidder provide additional substantiation of good faith efforts.

Date: _____ Area of Expertise: _____
Name: _____ Company Name: _____
Response: _____

Date: _____ Area of Expertise: _____
Name: _____ Company Name: _____
Response: _____

Date: _____ Area of Expertise: _____
Name: _____ Company Name: _____
Response: _____

Date: _____ Area of Expertise: _____
Name: _____ Company Name: _____
Response: _____



**ATTACHMENT 12
 VENDOR DBE PAYMENT REPORT**

(Not to be submitted with bid. Required with each invoice submittal if selected)

Pinellas Suncoast Transit Authority
 3201 Scherer Drive
 St. Petersburg, FL 33716

For Official Office Use Only	1) Invoice No.	2) Report No.
	3) Reporting Period From: _____ To: _____	

Instructions: All prime Bidders are required to complete and submit this report as specified in the contract, or as requested by the Contracts Specialist, until final payment of the contract. Note: Failure to comply with PSTA's Disadvantaged Business Enterprise provisions may result in contract termination, or the suspension or debarment of the Bidder from doing business with PSTA in the future in accordance with the procedures set forth in PSTA's Procurement Regulations. **This report must be submitted with each invoice.**

4) PSTA Contract Number		5) Type of Contract (X) <input type="checkbox"/> Construction <input type="checkbox"/> Service <input type="checkbox"/> Professional <input type="checkbox"/> Supply		6) Bidder's Business Name, Address and Telephone Number			
7) Date of Contract Award		8) Schedule Date of Completion		9) Original Contract Amount \$ _____		10) Current Contract Amount, Including Modifications (\$ and date) <small>(State amount & date of most recent modification)</small> \$ _____ / ____ / ____	
11) Total Amount Received To Date \$ _____		12) Total Amount Owed \$ _____		13) Committed DBE percentage _____ %		14) DBE Instruction for Calculation of Percentage: Dollar amount paid to DBE divided by dollar amount received by Bidder from PSTA.	15) Actual DBE Participation % to Date _____ %
		Amount of this Invoice \$ _____					
16) Name of SubBidder	17) DBE Ethnicity and Gender (include Gender)	18) Description of Work	19) Amount & Date of Payment(s) Made During Current Invoice Period	20) Subcontract Dollars	21) Amount Paid to Date (Dollars)	22) % Paid to Date	23) Amount of This Invoice Allocated to SubBidder
	/		\$ _____		\$ _____		
	/		\$ _____		\$ _____		
	/		\$ _____		\$ _____		
	/		\$ _____		\$ _____		
Company Official's Signature & Title			Date Signed		Name & Title of Individual Completing Report		
			/ /				



ATTACHMENT 13
E-VERIFY AFFIDAVIT
(Required with bid submittal)

Contract #: IFB # 15-007B

Financial Project # (s): To be determined

Project Description: Bus Tire Lease

Vendor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment of:

- a) All persons employed by Vendor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including/subvendor's) assigned by Vendor to perform work pursuant to the contract with the Department. Vendor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Department.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title



ATTACHMENT 14
BIDDER'S STATEMENT ON SUB-BIDDERS
(To be completed for all, DBE and non-DBE, sub-Bidders)

1. There are NO sub-Bidders associated with this bid.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

OR

2. Listed below are sub-Bidders associated with this bid. Additional sheets are attached as required. Disadvantage Business Enterprise Certifications are also attached as appropriate.

Sub-Bidder Company Name

Address

Contact Person

Telephone #

E-mail Address for Contact Person

Age of Firm

Gross Annual Receipts

Sub-Bidder Company Name

Address

Contact Person

Telephone #

E-mail Address for Contact Person

Age of Firm

Gross Annual Receipts



ATTACHMENT 15
DRUG FREE WORKPLACE PROGRAM
(Required with bid submittal)

Equal preference shall be given to vendors submitting a certification with their offer certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes.

IDENTICAL OFFER - Whenever two or more offers which are equal with respect to quality, price, and service are received, an offer received from a business certifying it has implemented a Drug-Free Workplace policy shall be given preference. Established procedures for processing tie offers will be followed if none of the tied vendors have a program in place. In order to have a Drug-Free Workplace Program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacturer, distribution, dispensing possession, or use of a controlled substance is prohibited in the Workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for violations.
3. Give each employee engaged in providing the commodities or contractual services that are under the offer a copy of the statement specified in subsection (1).
4. In the statement in subsection (1), notify employees that, as a condition of working on the commodities or contractual services that are under the offer, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the US or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if available in the employee's community, by employees who are convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify and state under oath that this firm complies fully with the above requirements.

Company Name	
Authorized Individual's Name (Print)	Authorized Signature
Date	Title

State of _____ County of _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____.

Name of Person Acknowledging

{NOTARY SEAL} _____

Signature of Notary Public

Name of Notary Typed, Printed, or Stamped

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____



ATTACHMENT 16
BIDDER'S AND LOWER TIER PARTICIPANT'S REFERENCE FORM
(To be completed by prime and sub consultants/subBidders; required with bid submittal)

The following information is required in order that your bid may be reviewed and properly evaluated.

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Fax #: _____

Authorized Individual's Name (Print): _____ Title: _____

Authorized Signature: _____

How Long at Present Location: _____

Total Number of Employees: _____ Full Time: _____ Part Time: _____

All references will be contacted by a PSTA Designee via e-mail, fax, or telephone call to obtain answers to questions, as applicable, before an evaluation decision is made. Please provide local commercial and/or governmental references for which you have previously performed similar contract services. All fields below must be completed:

Reference #1:

Company: _____

Address: _____

Phone/Fax #: _____

Contact: _____

E-Mail: _____

Reference #2:

Company: _____

Address: _____

Phone/Fax #: _____

Contact: _____

E-Mail: _____

Reference #3:

Company: _____

Address: _____

Phone/Fax #: _____

Contact: _____

E-Mail: _____

Reference #4:

Company: _____

Address: _____

Phone/Fax #: _____

Contact: _____

E-Mail: _____

Bidders are required to submit a minimum of four (4) references, but are encouraged to submit more than four (4). Please use a duplicate of this form to submit more references.



ATTACHMENT 17
OFFER & AWARD
(Required with bid submittal)

OFFER:

By execution below, Bidder hereby offers to furnish equipment and services as indicated herein.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

PSTA use only below this line.

AWARD:

By execution below, PSTA accepts offer as indicated above.

Chief Financial Officer Signature

Date of Award

Chief Executive Officer Signature (if >\$25,000)

Date of Award



ATTACHMENT 18
REQUEST FOR WAIVER OF INSURANCE REQUIREMENTS

(Only required if the Bidder does not meet the insurance requirements. – Submit during question and answer period.)

It is requested that the insurance requirements, as specified in PSTA's Schedule of Insurance Requirements, be waived or modified on the following contract. Please attach copies of relevant Certificates of Insurance for waiver decision. This form should be submitted during the question and answer period.

Company Name: _____

Contract for: _____

Company Address: _____

Telephone: _____

Scope of Work: _____

Reason for Waiver: _____

Policies Waiver
will apply to: _____

Authorized Signature: _____

PSTA use only below this line.

Approved _____

Not Approved _____

Risk Management _____

Date _____

PSTA Administrator appeal:

Approved: _____

Not Approved: _____

Date: _____



ATTACHMENT 19
STATEMENT OF NO BID
(Not required with bid submittal)

Note: If you do not intend to submit a bid on this requirement, please return this form immediately to the address below:

Pinellas Suncoast Transit Authority
Purchasing Division
3201 Scherer Drive
St. Petersburg, FL. 33716

We, the undersigned, have declined to submit on your IFB # _____ for the following reasons:

- _____ Specifications are too "tight", i.e., geared toward one brand or manufacturer only (explain below)
- _____ Insufficient time to respond to the IFB
- _____ We do not offer this product or service
- _____ Our schedule would not permit us to perform
- _____ Unable to meet bond requirements
- _____ Unable to meet specifications
- _____ Specifications unclear (explain below)
- _____ Unable to meet insurance requirements
- _____ Remove us from your "Bidders List" altogether
- _____ Other (specify below)

Remarks: _____

We understand that if the "no bid" letter is not executed and returned, our name may be deleted from the Bidders List for the Pinellas Suncoast Transit Authority.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title



**ADDENDUM No. 1 – IFB No. 15-007B
Bus Tire Lease
Issued March 3, 2015**

FOLLOWING IS ADDITIONAL INFORMATION, CHANGES, RELATIVE TO IFB NO. 15-007B. THIS INFORMATION, CHANGES SHALL AMEND IFB NO. 15-007B, THIS ADDENDUM WILL BECOME A PART OF THE BID DOCUMENT.

- I. Required FTA Clauses – following clauses are added to the current IFB 15-007B on page 31, after ‘3.21 Material Safety Data Sheets’.**

3.22 BUY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR, 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 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. A Bidder or offeror must submit to PSTA the appropriate Buy America certification with all proposals on FTA-funded contracts, except those subject to a general waiver. Proposals or offers that are not accompanied Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

3.23 FLY AMERICA

The Contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any person involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag carriers to the extent services by U.S.-flag carriers is available, consistent with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974f. as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations “Use of United States Flag Air Carriers.” 41 CFR §§ 301.131 through 301.143.

3.24 CARGO PREFERENCE REQUIREMENTS

The Contractor agrees:

- A) To use privately owned United States–Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- B) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments

originating outside the United States, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590 and to PSTA (through the Contractor in the case of a subcontractor's bill-of-lading.)

C) To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

3.25 ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

A) The Contractor agrees to provide PSTA, the 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 CFR 663.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

C) Where PSTA is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive solicitation the Contractor shall make available records related to the contract to PSTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

D) 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.

E) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until PSTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

F) FTA does not require the inclusion of these requirements in subcontracts.

3.26 CHANGES TO FEDERAL REQUIREMENTS

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 Agreement (Form FTA MA (2) dated October, 1995) between PSTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.

REMINDER: Make sure you mark "Addendum No. 1" on the Acknowledgement of Addenda and remember to sign and return Acknowledgement Addenda form with your submittal package. Failure to do so may result in the disqualification of your bid submittal. The IFB is revised to the extent specifically amended by this Addendum #1. Otherwise, all provisions of the IFB remain in effect. Your bid submittal shall be due Tuesday, March 31, 2015 until 2:00 pm Local Time.

**There are a total of seven (3) pages with Addendum #1
END OF ADDENDUM #1**

Sincerely,
Pinellas Suncoast Transit Authority

John Samarkas
Purchasing Buyer



ADDENDUM No. 2
IFB 15-007B Bus Tire Lease
Issued Tuesday, March 24, 2015

FOLLOWING IS ADDITIONAL INFORMATION, CHANGES, RELATIVE TO IFB 15-007B. THIS INFORMATION, CHANGES SHALL AMEND IFB 15-007B. THIS ADDENDUM WILL BECOME A PART OF THE BID DOCUMENT.

Changes / Attachments:

1. **Replace Bid Form on page 54 of IFB with attached Bid Form 'Continued'. (Modification of Labor Option form).**
 2. **Replace first page of Contract on page 32 of IFB, Section 4 with attached first page of Contract.**
 3. **Attached is PSTA Standard Terms & Conditions for Purchase Orders.**
1. CTR ALL POSTION RADIAL Tire - Specifications sheet submittal.

Response: Not approved. It does not meet the Load Range J specification. Also, it does not show that this tire is available in the 275/70/R22.5 size that is specified.

2. Section 1, General Bid Information - Page 10. 1.6. AWARD OF CONTRACT. Subparagraph 6.
- A. Please further confirm that the use or exchange of any document, including, but not limited to, delivery receipts, purchase orders, order acknowledgements, or other documentation from time to time in connection with the ordering or supply of goods shall be deemed to be only for the administrative convenience of the parties and the terms and conditions of this Contract shall supersede and take precedence over any inconsistent, different, or additional terms and conditions printed on the front or reverse side of such documents, whether or not such documents refer to this Contract. Under no circumstances shall any term or condition contained in any such document that is inconsistent with, different from or additional to any term or condition in this Contract become part of this Contract or otherwise become binding on Contractor.

Response: All documents, including Supplier's response, IFB document contracts, amendments, and addendums shall become a part of the final contract.

- B. If a Purchase Order may be part of the contract award, please provide a copy of the entire purchase order text and such Terms and Conditions to allow bidders an opportunity to review language for compliance and/or to allow opportunity for clarifications/changes.

Response: Please see attached our standard Purchase Orders Terms and Conditions which are not subject to negotiations.



SECTION 2 SPECIFICATIONS

3. Page 12. 2.0 General Requirements. Paragraph C. Please clarify whether bidder must identify every transit property “presently and recently” serviced (which may be an unduly long list) or only a representative sample.

Response: Bidder is requested to provide five (5) references that are similar in size and usage to PSTA.

4. Page 13. 2.2 PSTA Bus Fleet. Table. Please review attached specifications as Approved equal to supply 315/80R22.5, load range J/18 ply, special transit mileage tire for the 305/85R22.5. Our tires meets the Tire & Rim Association standards; OE vehicle manufacturer’s requirements; operating conditions for the application -- as demonstrated by continued use at other properties across the country.

Response: Not Approved. Supply tires in the sizes specified in the IFB.

5. Page 14-15. 2.3 TIRES.

- A. Title of paragraph. Because the fleet has Ford’s on the 225/75R16, load range E, commercial tire, the language in this section does not apply. Please amend title to read: “2.3 TIRES (22.5 INCH)”.

Response: Approved. Section shall be amended.

- B. Paragraph A. Line 1. Because specification elsewhere permits retreads, after “tubeless tires”, please insert “or new retreads”.

Response: Approved. Section shall be amended.

- C. Paragraph C. Please replace “16” with “18”.

Response: Approved. Section shall be changed to reflect 18 ply.

- D. Paragraph H. Bullet 7. Please omit “steel sidewalls” so as to read “Have both reinforced shoulders and sidewalls to minimize scuff damage and curb abrasion”.

Response: Section shall be changed to “Have both reinforced shoulders and reinforced sidewalls to minimize scuff damage and curb abrasion.”

6. Page 15. 2.4. TIRE USAGE. Paragraph D. Please clarify whether the reference to “used” tires means a retreaded (recapped) tire.

Response: The term “used” tires should be taken to mean newly retreaded (recapped) tires.

7. Page 16. 2.5.2. SUPPLIES.

- A. Paragraph B. Being a cost item, please omit “etc.” and clarify the exact pieces of equipment to be supplied by the Bidder.



Response: Approved. "etc" is to be removed. Bidder shall furnish the following equipment as listed in Paragraph B or 'approved' equivalents:

- QTY (1) Tire Changing Machine (22.5" tires) —Coats HIT 6000 Heavy Duty Truck Tire Changer
- QTY (1) Tire Changing Machine (16" tires)—Coats Baseline BL300 Tire Changer
- QTY (1) Tire Balancer Machine (All Tires)—Coats 6450-3D Heavy Duty Truck Wheel Balancer with Wheel Lift.
- QTY (1) Stationary 4 Bar Cage meeting OSHA 1910.177.
- QTY (1) Bead Seater—Cheetah Magnum Bead Seater #50934

- B. Paragraph B. Please omit "bead blasting equipment". This equipment is used for wheel refurbishing and the wheels are the property of PSTA. In addition, due to environmental issues, wheel refurbishing is typically performed off-site.

Response: Approved. "Bead Blasting Equipment" shall be removed and replaced with "Bead Seater" as described above.

- C. Paragraph C. Confirm PSTA will supply all labor to maintain and mount tires, dismounting of tires as well as wheel changes to buses and general tire repairs and keeps tires inflated to proper air pressure as recommended by manufacturer. Tire service in general will be in accordance with Tire & Rim Association, Inc. standards and provide necessary tire change information to properly prorate the tire lease miles.

Response: Confirmed.

8. Page 16. 2.6 Damage Lost and Stolen Tires. Paragraph B. Before "road hazards" please add "and" and omit "and misalignment".

Response: Not Approved.

9. Page 17. 2.7 Storage & Security. Paragraph A. PSTA provides labor to maintain and mount tires. Please omit "mounted".

Response: Approved.

10. Page 17. 2.8 Tires for new Buses.

- A. Paragraph A. Please amend to read: "Upon sixty (60) days prior written" before "request of PSTA".

Response: Approved.

- B. Paragraph C. Please add: "Any tires lost, stolen, or damaged while in the possession of the vehicle manufacturer, or other seller, or while the vehicle is being delivered to PSTA, shall be paid for by the PSTA on the basis set forth in the Contract. "

Reason: Bidder provides tires to third party for installation on new coaches; however, does not have a contract with third party to recover cost of tires.

**Response: Not Approved.**

11. Page 18. Tire Disposition. Paragraph D. Please insert "of the Bidder's" prior to "unusable and scrapped tires".

Response: Not Approved. Paragraph D shall be rewritten to state: "The Bidder shall remove all unusable and scrapped tires at intervals agreeable to both parties; but not less than monthly."

12. Page 18. 2.10 Vehicle Disposition.

A. Paragraph A. After "No Value Tires", please insert ", if available,"

Response: Not Approved.

B. Paragraph A. Please add to the end of the paragraph: "...for the sole exclusive purpose of transporting and storing vehicles from garages to a storage facility provided that in no event will any scrap tire be used on any public road, highway or used to transport any person."

Response: Approved.

C. Paragraph B. Please add to the end of the paragraph: "PSTA acquires each "No Value/Scrap Tire" as is; Bidder makes no warranties as to the condition or fitness of such tires for continued use; assumes all liability for use and possession of scrap tires furnished under this contract; shall not file or assert against Bidder any claim, action, or cause of action for loss, liability, or damage arising out of the use of or possession of scrap tires furnished under this contract; indemnify and hold Bidder harmless against all claims of any party for loss, liability, or damage resulting from Bidder furnishing of scrap tires; and further agrees that the scrap tires provided for storage purposes will be so provided at no cost."

Response: Approved.

D. Please add:

C. PSTA shall notify Contractor prior to any sale or disposition of any of PSTA's vehicles equipped with Bidder's tires and, unless Bidder requests otherwise, the Authority shall purchase the unused mileage in each leased tire and for any leased tires which remain in stock after such vehicles have been sold or disposed of which cannot be used on other vehicles in PSTA's fleet.

Response: Any vehicle that will be sold or removed permanently from the fleet will have the leased tires removed and 'scrap' tires placed on them. The leased tires that are taken off will be put on another vehicle if there is usable mileage remaining.

13. Page 18. 2.11.1 Present Lease and "Run-Out"

A. Confirm PSTA has exercised run-out with Goodyear.

Response: It is intended to exercise the run-out clause with Goodyear before the IFB responses are due.



- B. Paragraph C. Confirm how many tire service personnel Goodyear is providing to service the tires and the dollar amount of the monthly service charge.

Response: Goodyear does not provide service personnel.

- C. Paragraph C. Confirm this sentence is not applicable if PSTA does not award the contract to include 2.20 Provision of an Optional Service Person.

Response: Pricing for Optional Services Person will not be used to determine contract award.

14. Page 1. 2.12 Supply of Tires. Paragraph A. Line 2. Because PSTA operates both original and retread tires, please amend to read: "...a minimum ratio of one-half (1/2) tire per vehicle per tire size..".

Response: Approved.

15. Page 19. 2.13 Title to Tires. Line 1. After "leased tires" please add "and equipment".

Response: Approved.

16. Page 19. 2.14 Delivery and Pickup of Tires. Paragraph F. Please add "tailgate" prior to "loading or unloading".

Response: Approved.

17. Page 19. 2.15 Tires to be furnished by Bidder. Paragraph A. Line 3. PSTA provides labor to maintain and mount tires. Please omit "mounted".

Response: Approved.

18. Page 19-20. 2.16 Record Keeping Requirements.

- A. Paragraph A. Please replace "15th" with "10th".

Response: Not Approved. Final terms will be agreed upon at contract award.

- B. Paragraph E. Please replace to read: "History of tires delivered and tires removed from service by type, etc."

Response: Approved.

19. Page 20. 2.17 Invoicing and Compensation.

- A. Paragraph B. Line 1. Please replace "type of tire" with "tire size".

Response: Approved.

- B. Paragraph D. Please amend to read: "The tire service rate, if labor option is awarded, for each ..."

**Response: Approved.**

20. Page 20. 2.18 Continued Tire Use Option. Paragraph C. Line 3. After "PSTA with tires", please add "service, equipment or supplies"

Response: Approved.

21. Page 22-23. 2.20 Provision of an Optional Service Person.

- A. Paragraph A. If option is exercised, confirm whether page 16, 2.5.2. paragraph C would be null and void.

REASON: In the Pre-bid, PSTA confirmed there is one dedicated tire man and several other workers help out as needed. For full service maintenance (on/off the wheel as well as locating, moving and installing assembly on to a bus more than "an {one} service person" would be required. This is a cost factor requiring clarification.

Response: Section 2.20 Provision of an Optional Service Person, Paragraph A shall be rewritten to state "An optional Service Person shall also be proposed to handle the dismounting of tires from rims and mounting of tires onto rims only."

Paragraph B shall be deleted in its entirety with the exception of "Static and dynamic balance all front tires and wheel sets prior to installation."

- B. Confirm whether bidder's personnel would not be responsible the supply of all labor to maintain and mount tires, dismounting of tires as well as wheel changes to buses and general tire repairs.

Response: Section 2.20 Provision of an Optional Service Person, Paragraph A shall be rewritten to state "An optional Service Person shall also be proposed to handle the dismounting of tires from rims and mounting of tires onto rims only."

Paragraph B shall be deleted in its entirety with the exception of "Static and dynamic balance all front tires and wheel sets prior to installation."

- C. Confirm bidder's personnel would not be responsible for vehicle operation under and circumstance and PSTA would bring buses to the tire shop.

Response: Confirmed. Buses will be driven by PSTA personnel to the tire area of the PSTA garage. Tires requiring service will already be dismounted from the vehicle.

- D. Confirm how many "road supervisor vehicles" are in the fleet.

Response: This requirement will be deleted; however the answer to the question is 25.

22. Page 23. Please add:

2.21 LEASED VEHICLES



If leased vehicles are supplied with the Lessor's tires, monthly mileage will be reported for billing. Prior to returning any leased vehicles, the Lessor's tires will be removed and returned to spare stock. Should PSTA terminate or otherwise lose possession of any of the leased vehicles equipped with Contractor's tires, PSTA shall pay for mileage remaining on each tire (including spares) as set forth.

Response: Not Approved. PSTA will not be supplying tires to leased vehicles.

SECTION 3: GENERAL CONDITIONS

23. Page 31. 3.21. Material Safety Data Sheets. Confirm MSDS may be supplied prior to contract commencement by awardee rather than with the bid.

Response: Confirmed.

SECTION 4: CONTRACT

24. Page 32. Title. Please amend to read: Agreement to Furnish Bus Tire Lease for us Tires”.

Response: Will be changed to: Agreement to Furnish Tire Lease for Bus Tires.

25. Page 32. 2. Contract Documents. Confirm any Purchase Order issued is for administrative purposes and the Contract/Agreement terms and conditions take precedence.

Response: No. All documents are part of the contract commitment.

26. Page 32. 4. Effective Date and Term of Agreement & 5.01 Terms of Performance. Confirm a new supplier will be give thirty (30) days to mobilize the contract for the ordering and delivery of tires, equipment, supplies; and if awarded, screen and hire the labor to perform tire service option—thus changing the commencement date of May 1, 2015 throughout the Contract.

Response: No. The Contract will begin on May 1, 2015.

27. Page 32. 4. Effective Date and Term of Agreement. Please add to end of paragraph: “... on a mutually agreeable basis.”

Response: The contract begins the day after the Board Approves and will end at a set date.

28. Page 33. 5.03. Please omit paragraph in its entirety.

Response: Not Approved.

29. Page 33. 6. Compensation. Unnumbered paragraph 1. Line 5. Please replace “fifteenth (15)” with “last day”.

Response: Not Approved.

30. Page 34. 6.02 Line 3. Please replace “45” with “30”.



Response: PSTA will follow the Florida Prompt Payment Act 218.74.

31. Page 35. 7.01. *Written Change Orders Within the Project*. Replace the final sentence with, “Notwithstanding the foregoing, no such Change Order shall be effective unless and until agreed to in writing by the Bidder.”

Response: All changes must be mutually agreed upon.

32. Page 35. 8.01. *Patent, Trademark, Copyright, and Trade Secret*. Revise the last sentence to read, in its entirety, “Bidder’s obligations under this section shall not apply in the event the infringement arises out of or is related to (i) the combination of the goods provided under this contract with other goods or services not supplied by the Bidder or (ii) the customization of goods or services pursuant to written specifications provided by PSTA.”

Response: Not Approved. This is a federal clause.

33. Page 35. 9.03 Assignment by PSTA. Being a lease contract where PSTA does not hold title to tires, please amend beginning of the paragraph: “With Bidder’s prior written approval, PSTA may assign....”

Response: Approved.

34. Page 36. 10.02. *Force Majeure*. Please revise to read, “Bidder shall be entitled to an extension of time for delays resulting from events outside of Bidder’s reasonable control including, but not limited to, fire, lightning, earthquakes, raw material shortages, power failures, riots, acts of war, strikes (“Force Majeure”). Any such delay in performance shall be excused for so long as the Force Majeure event prevents performance by the Bidder using commercially reasonable efforts.

Response: Not Approved.

35. Page 37. 11.01 Termination – Without Cause. Line 4. Please amend to end of sentence to read: “...paid on work performed up to the time of termination, including contract close-out costs for the remaining value of tread on leased tires mounted on buses and in spare stock.”

REASON: The standard government language in this subsection does not adequately address the characteristics of a tire lease agreement whereby leased tires are operating on buses, on parked buses, and stored in spare stock.

Response: Not Approved.

36. Page 37. 11.02 Termination – With Cause.

A. First sentence. Please replace “at any time immediately upon” with “ten (10) days prior”.

Response: PSTA may terminate this Agreement with cause at any time immediately upon written notice to Bidder



- B. Line 5. Please omit sentence beginning with "In its sole discretion" to read "PSTA may allow Bidder ten (10) days in which to cure a defect..."

Response: Not Approved.

- C. Being a lease contract, please insert as second sentence: "Bidder will be paid for work performed up to the time of termination, including contract close-out costs for the remaining value of tread on leased tires mounted on buses and in spare stock."

REASON: The standard government language in this subsection does not adequately address the characteristics of a tire lease agreement whereby leased tires are operating on buses, on parked buses, and stored in spare stock.

Response: Not Approved.

37. Page 37. 11.05 Termination – Appropriation. Being a lease contract, please replace "without any penalty or expense to PSTA" with: "...and Bidder will be paid for work performed up to the time of termination, including contract close-out costs for the remaining value of tread on leased tires mounted on buses and in spare stock."

REASON: The standard government language in this subsection does not adequately address the characteristics of a tire lease agreement whereby leased tires are operating on buses, on parked buses, and stored in spare stock.

Response: Not Approved.

38. Page 37. 12. Disputes. Please replace text to read: PSTA and the Contractor intend to resolve all disputes under this Contract to the best of their abilities in an informal manner. In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. The Contractor shall not be bound by any decision of PSTA nor shall the Contractor be required to exhaust all administrative remedies before commencing litigation in a court of competent jurisdiction within the state in which PSTA is located. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a court de novo and the court shall not be limited in such proceeding to the issue of whether PSTA acted in an arbitrary, capricious or grossly erroneous manner.

Response: Not Approved.

39. Page 38. 12.05. *Attorney's Fees*. Delete this section in its entirety.

REASON: As drafted, this section would require Bidder to reimburse PSTA for legal expenses and fees even in the event PSTA was in breach of the contract or tortuously caused injury to the Bidder. Such a provision, in addition to likely being unenforceable as against public policy, is manifestly unfair.

PSTA Response: Not Approved.



40. Page 38. 13.01 Indemnification.

- A. Line 4. Please omit "and suits in equity of whatever kind or nature".

Response: Not Approved.

- B. Line 6. Please omit "equitable relief or loss of use".

Response: Not Approved.

- C. Replace "arising out of the execution, performance, nonperformance or enforcement of this agreement," with "to the extent caused by the negligence or willful misconduct of Bidder."

Response: Not Approved.

- D. Line 7. Please replace "whether or not due to or caused by the negligence of PSTA, its board members, officers, employees, agents, and/or attorneys excluding only the sole negligence of PSTA, its officers, employees, agents, and attorneys." with "Except to the extent of any injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses, resulting from the negligence or willful misconduct of PSTA, its board members, officers, employees, agents, and/or attorneys or any third parties."

Response: Not Approved.

- E. Line 16 and 17. Please omit ", however terminated, and shall no be limited by the amount of any insurance required to be obtained or maintained under this Agreement".

Response: Not Approved.

- F. Please add to end of paragraph: "Notwithstanding any other provision of this Contract to the contrary, in no event shall either party be liable for any loss of actual or anticipated profits, loss of anticipated business, downtime costs or delay claims (whether direct or indirect), nor for any other special, indirect, incidental, or consequential damages arising out of, relating to, or in any way connected with this Contract howsoever arising, even if such party was informed of or should reasonably have known of the possibility of such damages."

Response: Not Approved.

41. Page 39 14.01 Insurance. Second paragraph.

- A. First sentence. Bidder's policies are proprietary and copies of policies are not made available. If necessary, please confirm PSTA would agree to view applicable policies at bidder's office and expense, and to maintain the confidentiality of said policies.

Response: Currently PSTA is requesting an sample "Letter of Authorization" or a detailed Certificate of insurance (COI) to cover the requested insurance under Commercial General Liability (Covering Premise Operations, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, with



Expanded Definition of Property Damage; Vehicle Liability; and Florida's Workers' Compensation per Statutory Requirements and Employer, no additional policy information will be required.

OR

If policies are required PSTA will only accept "Certified Copy of the actual insurance policy, provided that the Bidder will be permitted to react proprietary portions of said policy and provisions which are wholly unrelated to the contract with PSTA."

Once PSTA has completed the Bid Process and has extended an offer to the Bidder and Bidder has received and accepted the contract, the final insurance documents need to be submitted.

- B. Second sentence. Please replace to read: "Policies must not subject to cancel, non-renewal, material change or reduce coverage unless at least 30 days' notice is given to PSTA by Bidder."

Response: This is acceptable and needs to be added to your Letter of Authorization or detailed Certificate of Insurance (COI). PSTA is requesting only a sample document now. Permanent will be required post ward and acceptance of the Bid.

42. Page 40. 15.02 Access to Records. Line 3. Please insert "non-proprietary" prior to "books". Please add new subparagraph f., "Any such inspection shall occur following thirty (30) days prior written notice to Bidder, shall be at the inspecting parties sole expense, shall occur during normal business hours and no more than one such inspection or audit shall occur during any one twelve (12) month period.

Response: Not Approved.

43. Page 43.b. Clean Air. Subparagraph i. Revise the second sentence to read, "Bidder agrees to report each violation to the appropriate EPA Regional Office."

Response: Not Approved. This is a federal clause.

44. Page 46. 15.19. *Contract Work Hours and Safety Standards Act*. Delete this section in its entirety.

REASON: The Contract Work Hours and Safety Standards Act FTA clause only applies to construction contracts and, in limited circumstances, to laborers on a public work. **It is not applicable to a tire lease agreement.**

Response: Not Approved. This is a federal clause.

45. Page 49. 16.7 Modification. At the end of both sentences, please add "and Bidder

Response: Not Approved.



46. Page 54. Attachment 3. Bid Form Continued. Labor Option. Please amend form inserting the following firm fixed pricing for each year of the contract:

Year	Monthly Service Charge	Annual Service Charge
1		
2		
3		
4		
5		

Response: Approved. Form to be adjusted, see attachment.

47. Page 2. 3.25 Access to Records and Reports. Paragraph A). Line 1. Please insert “non-proprietary” prior to “books”.

Response: Not Approved. This clause is a federal clause

48. What are the current tire lease rates by size?

Response: All tires sizes – lease rate is .007 per mile.

49. What is your current employee hourly rate?

Response: What employee are you referring to?

50. How many service managers/Techs are currently being utilized? And current hours of operation?

Response: Current contractor does not supply a service person, nor do we use an outside contractor. PSTA uses one or two employees for tires. Maintenance is open 24 hours a day.

51. What is the current monthly service charge?

Response: Current contractor does not provide service personnel. There is no monthly service charge for the tire lease itself.

52. Confirm that the contract is for one year with two option years – Section 1.5

Response: This is incorrect. The term is three (3) years) with two (2) options to renew for twelve (12) months each for a period not to exceed five (5) years. PSTA will modify to mirror language in Section 4 - Contract - #4 pg. 32.

53. Service person is referred to as "Option A". Confirm that there should be only one submission including the Service Person. Section 2.

Response: There is nothing on page 12 which refers to ‘Option A’. There is only a reference to an optional service person.



54. Confirm that 305/85R22.5 is considered the same as B305/85R22,5 Section 2.2

Response: Confirmed. Yes. The B prefix is used to identify the intended use of the tires is for bus application. PSTA urges all bidders to ensure tires submitted for consideration a constructed, rated, and intended for transit bus applications. Any bid which does not contain sufficient tire product information will be rejected.

55. How many service shops are there? How many garages? Section 2.2

Response: PSTA has one (1) main shop/garage.

56. Please consider giving the tire contractor 60 days' notice prior to tires being required at the OE Manufacture. Section 2.8

Response: Approved.

57. No Value Tires, Please add "if available" to this requirement. Section 2.1, Vehicle Disposition

Response: Not Approved.

58. Will Service Personnel be required to drive buses? Is a CDL required? Section 2.2

Response: No.

59. Please make the Termination terms mutual for both parties. Section 11, Termination of Agreement

Response: Not Approved.

60. First Paragraph: Please delete next to last sentence requiring Financial Statements. Section 14.01, Insurance

Response: PSTA is only requesting the "self-Insured" entity to submit a "Letter of Authorization" issued by their legal department/or services to ensure they can meet the requested amount of insurance for this RFP. If this is not acceptable, than an audited financial Statement would be required for insurance review & the Bidder will be able to react proprietary portions of the said financials that are wholly unrelated to the contract with PSTA."

61. Second Paragraph: Please consider deleting the requirement for certified copy of policies. Section 14.01, Insurance.

Response: If policies are required PSTA will only accept "Certified Copy of the actual insurance policy, provided that, the Bidder will be able permitted to react proprietary portions of the said policy and provisions which are wholly unrelated to the contract with PSTA."

62. Under "Requirements" if bidder's self-insurance covers products will that meet requirements? Section 14.01, Insurance.

Response: At the sole discretion of PSTA, the Self Insured Bidder may be permitted to self-insure if they can met the Commercial General Liability coverage that agrees to pay all amounts for both defense and



indemnity of claims, which have been payable on behalf of PSTA as an insured said insurance, had such insurance policy been in place. This also follows through with the Vehicle, Workers' Compensation, & Employers' Liability coverage.

63. 315/80R22.5 and 275/80R22.5 sizes are listed on the bid form. Please confirm that the only sizes that should be bid are 305/85R22.5 and LT225/75R16. - Bid Form

Response: Not Approved. The four (4) tires sizes to be bid are 305/85/R22.5, 315/80/R22.5, 275/70/R22.5, and 225/75/R16.

64. There are blocks for "Service Charge by Year" and "Annual Service Charge". How do these differ? - Bid Form

Response: See attached Bid Form, page 54.

18. Delay in Performance/Force Majeure

We need to add to the list of force majeure event under this section the following: terrorist attacks, court orders, lack of or inability to obtain raw materials or supplies.

Response: Not Approved.

19. Indemnification:

Please add the following language:

"Notwithstanding any language in this Agreement to the contrary, Bidder agrees that during the term of this Agreement, it shall defend, indemnify, and save harmless PSTA, its officer, employees and agents from any and all liability claims, suits, actions, damages, costs asserted by third parties to the extent arising from the negligence or willful misconduct of Bidder, or any employee thereof arising under and pursuant to this Agreement. In no event shall Bidder be obligated to indemnify or hold PSTA harmless with respect to any liability caused by the negligence of PSTA. In the event that loss, injury or damage to a third party results from the negligent or tortious conduct of bot Bidder and PSTA or solely from the negligent or tortious conduct of either Bidder or PSTA, each party will bear any resulting liability to the extent that is own conduct contributed thereto as determined by a court of law and to the extent provided by the law. Bidder will notify PSTA in writing immediately of the institution of any suit or proceeding and permit PSTA to defend same, and will give all needed information and assistance to enable PSTA to do so. PSTA will similarly give Bidder immediate notice of any suit or action filed or any claims arising out of the performance of the Agreement."

Response: Not Approved.

65. Please confirm the terms and conditions of any resulting contract will be mutually negotiated and agreed.

Response: Confirmed.

66. Please confirm option years are mutually agreeable.

Response: Confirmed.



67. Please confirm this procurement is federally funded.

Response: Confirmed.

68. Throughout the entire specification, please confirm references to laws, codes, requirements, and/or regulations pertain to applicable laws, applicable codes, applicable requirements, and/or applicable regulations, as the case may be.

PSTA Response: Confirmed.

69. Page 12 – Section 2 Specifications – 2.0 General Requirements – Item C – Please clarify the number of transit properties serviced under tire lease contracts required for listing. The standard number of references for procurements is five.

PSTA Response: Bidder should supply five (5) references similar to size and scope of PSTA.

70. Page 12 – Section 2 Specifications – 2.0 General Requirements – Item E – Please remove this item as outdated. Tire related issues due to excessive brake heat are rare with current tire and vehicle combinations.

Response: Not Approved.

71. Page 16 – Section 2 Specifications – 2.6 Damage, Lost, & Stolen Tires – Please modify item A as follows:
The cost for damaged tires for cases of “normal” damage shall be included in the fixed rate per tire mile.

Response: Approved.

72. Page 16 – Section 2 Specifications – 2.6 Damage, Lost, & Stolen Tires – Please modify item D as follows:
Tires which are damaged beyond repair by an accident or fire, lost, stolen, sold or have been disposed by PSTA, shall be paid for by PSTA by paying any mileage remaining thereon at the rate then in effect.

Response: Approved.

73. Page 17 – Section 2 Specifications – 2.7 Storage & Security – Please modify item B as follows:
PSTA will provide safe and suitable places for the secure enclosed storage of all tires and for any tires found unfit for further service, so that such tires shall not be subject to damage by the elements or other causes.

Response: Not approved. The PSTA garage and surrounding campus is a secured facility. PSTA will provide enclosed storage for tires what are fit for use. PSTA cannot guarantee that tires designated unfit for use will be under enclosed storage.



74. Page 17 – Section 2 Specifications – 2.8 Tires for New Buses – Please modify item A as follows:
 Upon request of PSTA, following sixty (60) days prior notice, the Bidder shall deliver to *a North American* bus manufacturer on any new buses, which PSTA may purchase, new tires of the type furnished under this Contract.

Response: Approved.

75. Page 18 – Section 2 Specifications – 2.10 Vehicle Disposition – Please confirm your understanding that in regards to no-value tires, these tires are not DOT legal to use on public roads. As such and due to the increased risk to the tire manufacturer for the use of such tires, Contractor's No Value Tire Agreement must be executed. Otherwise, low value tires will be sold, per the terms and conditions of the contract, to be utilized in this instance.

Response: This is confirmed. PSTA will not use No-Value Tires on public roads. PSTA will review no value tire agreement and discuss upon award.

76. Page 18 – Section 2 Specifications – 2.10 Vehicle Disposition – Please add an item C as follows:
 Upon receipt of any such "No-Value Tires", PSTA shall acquire all such tires "as-is" without any warranty of any kind, express or implied, including any warranty of merchantability or fitness for a particular purpose.

Response: Approved.

77. Page 19 – Section 2 Specifications – 2.12 Supply of Tires – Please modify item B as follows:
 In the event of a manufacturing delay in tires due to a strike, the Bidder will use commercially reasonable efforts to, to the degree possible, prior to the effective day of the strike, ship additional spare tires to maintain supply at PSTA in accordance with A. above during the manufacturing delay.

Response: Not Approved.

78. Page 19 – Section 2 Specifications – 2.13 Title to Tires – Please modify as follows:
 Ownership and title to the leased tires shall remain with the Bidder until such time; if at all PSTA determines it will purchase these tires as provided under this IFB. Upon receipt of any such purchased tires, PSTA shall acquire all such tires "as-is" without any warranty of any kind, express or implied, including any warranty of merchantability or fitness for a particular purpose.

Response: Approved unless a warranty is requested, negotiated and agreed upon.

79. Page 20 – Section 2 Specifications – 2.16 Record Keeping Requirements – Please modify item C as follows:
 The Bidder shall retain throughout the term of the Contract and for three years thereafter, all tire change summaries and invoicing documentation, and shall make the records available for inspection by PSTA's representatives, and by PSTA's internal and external auditors, and upon PSTA's request, by representatives of firms owning any tires serviced by the Bidder under this Contract. All access to documents and information hereunder will be reasonable access. PSTA will use reasonable efforts to preserve confidentiality of documents and information submitted hereunder to the extent permitted by applicable law.

PSTA Response: Not Approved.



80. Page 21 – Section 2 Specifications – 2.18 Continued Tire Use Option – Please modify item F as follows:

Upon the expiration of said thirty-six (36) month period, PSTA shall pay for any then unused mileage remaining in such tires (tires supplied by Bidder pursuant to the Contract) using the formula set forth in Section 2.6, Damaged, Lost and Stolen Tires. Upon receipt of any such purchased tires, PSTA shall acquire all such tires “as-is” without any warranty of any kind, express or implied, including any warranty of merchantability or fitness for a particular purpose.

PSTA Response: This is also addressed in Page 21, Section 2.19.1 RUN-OUT CLAUSE Paragraph E.

81. Page 21 – Section 2 Specifications – 2.18 Continued Tire Use Option – In regards to item G, please confirm an “unused tire” is a tire that has never been mounted with zero miles.

PSTA Response: Confirmed.

82. Page 21 – Section 2 Specifications – 2.18 Continued Tire Use Option – Please modify item G as follows:

Unused tires at the end of the original contract shall be returned to the Bidder at no additional cost to PSTA. The option granted herein is exercisable by PSTA upon thirty (30) days prior to the expiration date of the Contract, as extended and amended. Such notice of PSTA’s exercise of this option must be in writing and sent certified mail, overnight courier, or electronic mail to:

PSTA Response: Approved.

83. Page 21 – Section 2 Specifications – 2.19 Termination/Run-Out Option – Please modify item C as follows:

The “Run-Out Clause” shall automatically be activated upon Contract termination/expiration unless PSTA notifies the Bidder in writing, via CERTIFIED MAIL, overnight courier, or electronic mail at least thirty (30) calendar days prior to the termination/expiration date of the Contract, of its intent to exercise its option to purchase remaining mileage rather than use the “Run-out Clause.”

PSTA Response: Not Approved.

84. Page 28&29 – Section 3 General Conditions – 3.12 Disadvantaged Business Enterprises (DBE) Participation – Please confirm there is no expectation for good faith efforts as there is no opportunity for subcontracting in this procurement.

PSTA Response: Not Approved. Supplier shall always make a good faith effort in engaging DBE’s.

85. Page 30 – Section 3 General Conditions – 3.17 Legal Requirements – Please modify as follows:

Federal, state, county and local laws and ordinances, rules and regulations, in each case as applicable, shall govern submittal and evaluation of bids received and shall govern claims and disputes between Bidder(s) and PSTA by and through its officers, employees, authorized representatives, or any person, natural or otherwise. Lack of knowledge by Bidder is not a cognizable defense against legal effects.

Response: Not Approved.



86. Page 32 – Section 4 Contract – 2 Contract Documents – The order of precedence between the exhibits should be the following:

Exhibit A	Bidder's Response
Exhibit B	Addenda to the IFB
Exhibit C	IFB

Reason: As per 3.18 Exceptions, Bidder may have terms in response that are negotiated.

Response: Not Approved.

87. Page 32 – Section 4 Contract – 3 Scope of Services – Please modify as follows:

Bidder, at the direction of PSTA, shall provide tires, machines and equipment in accordance with the specifications, tasks, and scope of work set forth in the Contract Documents Exhibit A (the "Project"). It is the sole responsibility of Bidder to read the specifications and understand them.

Response: IFB, addendum, amendments, negotiations, and supplier bids are all considered contract documents.

88. Page 33 – Section 4 Contract – 5 Terms of Performance – Please remove 5.03 *Non-exclusive Contract* in its entirety.

Response: Not Approved

89. Page 33 – Section 4 Contract – 5 Terms of Performance – Please modify item 5.04 *Reports* as follows:

Bidder shall retain throughout the term of the Contract and for three years thereafter, all tire change summaries and invoicing documentation, and shall make the records reasonably available for inspection by PSTA's representatives, and by PSTA's internal and external auditors, ~~and upon PSTA's request, by representatives of firms owning any tires serviced by the Bidder under this Contract.~~ All access to documents and information hereunder will be reasonable access. PSTA will use reasonable efforts to preserve confidentiality of documents and information submitted hereunder to the extent permitted by applicable law.

Response: Not Approved

90. Page 33 – Section 4 Contract – 5 Terms of Performance – Please modify item 5.05 *Reviews* as follows:

Until the completion of the Project and the final payment therefore by PSTA, ~~Bidder shall allow representatives of PSTA to visit the offices and other places of Bidder's work periodically without prior notice to monitor Bidder's work completed or progress on the Project.~~ The Parties agree that if either party deems it advisable to hold either a conference ~~or any inspection of work in progress~~, all parties will be notified and may participate.

Response: Not Approved

91. Page 33 – Section 4 Contract – 5 Terms of Performance – Please modify item 5.06 *Bidder Responsibility* as follows:

Bidder shall provide services of first quality, and the workmanship must be in accordance with customary standards of the various trades and industries involved in the Project. The Project and the services



associated therewith shall be high-quality in all respects. ~~No advantage will be taken by Bidder in the omission of any part or detail of the Project.~~ Bidder hereby assumes responsibility for all materials, equipment, and processes used in the Project, whether the same is manufactured by Bidder or purchased readymade from a source outside Bidder's company.

Response: Not Approved

92. Page 33 – Section 4 Contract – 5 Terms of Performance – Please modify item 5.07 *Compliance with Laws* as follows:

Bidder shall be solely responsible for compliance with all applicable federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in each case any manner, could bear on the provision of the Project and Bidder's services under the Contract Documents including, but not limited to all rules and regulations related to safety and compliance therewith. ~~PSTA and PSTA's Project Manager will communicate directly with the Bidder's project superintendent and shall have no authority to direct, oversee, or instruct the Bidder's employees, subBidders, or materialmen, or any other individuals performing work on the Project.~~ Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents shall be construed as an oversight and shall not relieve Bidder of its obligations to comply with such laws fully and completely. Upon reasonable request, Bidder shall furnish to PSTA certificates of compliance with all such laws, orders and regulations. Bidder shall be responsible for obtaining all necessary permits and licenses required for performance under the contract and completion of the Project.

Response: Not Approved

93. Page 33 – Section 4 Contract – 6 Compensation – Please modify as follows:

In consideration of Bidder's faithful performance of the Contract Documents, PSTA agrees to pay Bidder in accordance with the amounts bid and set forth in the Contract Documents Exhibit B. However, all payments to Bidder individually and in the aggregate shall not exceed the Contract Total, unless there is an increase in any year of the average annual mileage per year on the Bid Form. Payment shall be made only for mileage on Bidder's leased tires delivered and accepted by PSTA or value of purchased tires per the terms and conditions of the Contract Documents ~~work which is actually performed and Approved by PSTA~~. Bidder shall submit invoices to PSTA no later than the fifteenth (15) day of the month immediately following the month in which the work or services were completed. PSTA will make payment in accordance with the Florida Prompt Payment Act.

Response: Not Approved

94. Page 34 – Section 4 Contract – 6 Compensation – Please modify item 6.03 *Disputed Invoices* as follows: In the event of a disputed invoice, only that portion so contested in writing will be withheld from payment and the undisputed portion will be paid.

Response: Not Approved.

95. Page 34&35 – Section 4 Contract – 7 Modification of Contract Documents – Please modify item 7.01 *Written Change Orders with the Project* as follows:

Notwithstanding Section 7.01, above, PSTA may at any time, by written order, request make changes within the scope of the work to be performed by Bidder under the Contract Documents, subject to this



Agreement. However, no such written order shall serve to increase the Contract Total or give Bidder any claim for monies in addition to the Contract Total. If any such change causes an increase or decrease in the estimated cost of, or the time required for, the performance of any part of the work under the Contract Documents, whether or not changed by the order, Bidder shall notify PSTA within thirty (30) days in writing. In the case of an increase to the Contract Total, the written notice shall state in all capital, bold letters that PSTA's written order would result in an increase in the Contract Total. Such notice must be submitted and Approved prior to performing any work in accordance with the written order or changes made by PSTA. Upon receipt of such notice, the parties ~~PSTA will endeavor~~ mutually agree to make such adjustments as are appropriate and equitable and the Parties may modify this Agreement in writing. Failure to agree to any adjustment shall be a dispute within the meaning of Section 12 - Disputes, Breaches, Defaults, or other Litigation.

Response: Not Approved

96. Page 35 – Section 4 Contract – 7 Modification of Contract Documents – Please modify item 7.02 *No Stoppage of Work* as follows:

Notwithstanding the foregoing, nothing in this clause shall excuse Bidder from proceeding with the Agreement as changed except for those changes which would increase the Contract Total or otherwise be materially adverse to Bidder.

Response: Not Approved

97. Page 35 – Section 4 Contract – 8 Warranties and Covenants – Please modify item 8.01 *Patent, Trademark, Copyright, and Trade Secret* as follows:

Bidder warrants that the Project, and all goods and services it provides and associated therewith do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold PSTA, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Agreement. PSTA shall promptly notify Bidder of any such claim. PSTA makes no warranty that the production, sale or use of goods or services under this Agreement will not give rise to any such claim and PSTA shall not be liable to Bidder for any such claim brought against Bidder.

Response: Not Approved

98. Page 35 – Section 4 Contract – 9 Assignability and Subcontracting – Please modify item 9.01 *Written Approval Required* as follows:

The rights and obligations of each party ~~Bidder~~ may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without the other party's ~~PSTA's~~ prior written consent. Bidder may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subBidder by PSTA.

Response: Not Approved



99. Page 35 – Section 4 Contract – 9 Assignability and Subcontracting – Please remove item 9.03 *Assignment by PSTA* in its entirety.

Response: Not Approved.

100. Page 36 – Section 4 Contract – 9 Assignability and Subcontracting – Please modify item 9.05 *Provision for Other Governmental Entities* as follows:

Unless otherwise stipulated by Bidder and PSTA in writing, Bidder agrees to make available to all government agencies, entities, departments, authorities, political subdivisions, counties, local school boards, special districts, transit authorities, municipalities, or other governmental agencies or authorities in the State of Florida, the bid prices submitted on the same terms and conditions herein, should any said governmental entity desire to buy under this Agreement.

Response: Approved.

101. Page 36 – Section 4 Contract – 10 Delay in Performance/Force Majeure – Please modify item 10.01 *Time of the Essence* as follows:

The timely receipt of services and deliveries to PSTA is essential. If the Project and all deliverables are not received on time, subject to Section 12 - Disputes, Breaches, Defaults, or other Litigation, PSTA may cancel the unfilled portion of this Agreement for cause, purchase substitute requirements elsewhere, and recover from Bidder any increased costs and damages thereby incurred by PSTA.

Response: Not Approved.

102. Page 36 – Section 4 Contract – 10 Delay in Performance/Force Majeure – Please modify item 10.02 *Force Majeure* as follows:

Bidder shall be entitled to a reasonable extension of time from PSTA for the delays resulting from damage to Bidder's and/or PSTA's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions, power failures, riots, acts of war, strikes or lockouts beyond the reasonable control of Bidder and its subBidders ("Force Majeure"). Any delay other than one mentioned above shall constitute a breach of Bidder's obligations under the Contract Documents.

Response: Not Approved.

103. Page 36 – Section 4 Contract – 10 Delay in Performance/Force Majeure – Please modify item 10.05 *Notification* as follows:

Bidder will notify PSTA as soon as Bidder has, ~~or should have,~~ knowledge that there will be an event has occurred which will delay in completion of the Project. Within five (5) working days, Bidder will confirm such notice in writing, furnishing as much detail as is reasonable available and including any request for extension of time. Bidder shall supply, as soon as such data is reasonably available, any reasonable proofs that are required by PSTA with respect to the ~~to make a decision on any request for extension.~~ ~~PSTA will examine the request and any documents supplied by Bidder and will determine if Bidder is entitled to an extension and the duration of such extension. PSTA will notify Bidder of its decision in writing. It is expressly understood and agreed that Bidder will not be entitled to any extension and the granting of such extension is in the sole discretion of PSTA.~~ It is further expressly understood that Bidder shall not be entitled to any damages or compensation, and will not be reimbursed for any losses, on account of delays resulting from any cause.

**Response: Not Approved.**

104. Page 37 – Section 4 Contract – 11 Termination of Agreement – Please modify item 11.01 *Without Cause* as follows:

For and in consideration of \$10.00, if either party PSTA determines that it is in its best interest to do so, such party PSTA may terminate this Agreement without cause upon ninety (90) ~~thirty (30)~~ days' written notice to the other party Bidder. If PSTA terminates this Agreement pursuant to this subsection, Bidder shall promptly submit to PSTA its price costs to be paid on work performed up to the time of termination in accordance with the Contract Documents. If Bidder has any property belonging to PSTA in its possession, Bidder shall account for the same and dispose of it as directed by PSTA.

Response: Not Approved.

105. Page 37 – Section 4 Contract – 11 Termination of Agreement – Please modify item 11.02 *With Cause* as follows:

PSTA may terminate this Agreement with cause at any time immediately upon written notice to Bidder, if: (1) Bidder fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) Bidder fails to perform in the manner called for in the Contract Documents; or (3) Bidder does not provide services in accordance with the requirements of the specifications in the Contract Documents. ~~In its sole discretion,~~ PSTA shall ~~may~~ allow Bidder an appropriately short period of time, but not less than fifteen (15) business days in which to cure a defect in performance or non-performance. ~~In such case,~~ PSTA's written notice of termination to Bidder shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Bidder may terminate this Agreement for cause if PSTA fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that Bidder must first provide notice of the alleged breach to PSTA and give PSTA thirty (30) days written notice to cure the alleged breach. If PSTA cures the alleged breach ~~or is making a good faith effort to cure said breach~~ during the thirty (30) day cure period, Bidder may not terminate this Agreement.

Response: Not Approved.

106. Page 37 – Section 4 Contract – 11 Termination of Agreement – Please modify item 11.02 *With Cause* as follows:

In the event PSTA, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Bidder under this Agreement, PSTA shall notify Bidder of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to PSTA, except that PSTA agrees to pay for any and all work performed up to such termination date in accordance with the current rates set forth in the Contract Documents.

Response: Not Approved.

107. Page 37 – Section 4 Contract – 12 Disputes, Breaches, Defaults, or Other Litigation – Please modify item 12.01 *Disputes* as follows:

Disputes raised by Bidder, which are not resolved amicably by the Parties, shall be decided in writing by PSTA's Project Manager. If Bidder disagrees with the decision of PSTA's Project Manager, within ten (10) days from the date of PSTA's Project Manager's decision, Bidder shall furnish a written appeal to PSTA's Chief Executive Officer. In connection with any such appeal, Bidder shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of PSTA's Chief Executive Officer shall



be binding upon Bidder and Bidder shall abide by the decision or shall file promptly legal action in a court of competent jurisdiction.

Response: Not Approved.

108. Page 38 – Section 4 Contract – 12 Disputes, Breaches, Defaults, or Other Litigation – Please modify item 12.03 *Claims for Damages* as follows:

Should either party suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ninety (90) ~~ten (10)~~ days after the first observance of such injury or damage.

Response: Not Approved.

109. Page 38 – Section 4 Contract – 12 Disputes, Breaches, Defaults, or Other Litigation – Please modify item 12.05 *Attorneys' Fees* as follows:

In the event of legal action or other proceeding arising under this Agreement, the prevailing party PSTA shall be entitled to recover from the other party Bidder all its reasonable attorneys' fees and cost incurred by PSTA in the successful prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings filed by or against Bidder. The prevailing party PSTA also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the successful party PSTA. The reasonable costs to which the prevailing party PSTA will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

Response: Not Approved.

110. Page 38 – Section 4 Contract – 13 Indemnification – Please modify item 13.01 *Indemnification* as follows:

The parties recognize that Bidder is an independent Bidder. Bidder agrees to assume liability for and indemnify, hold harmless, and defend PSTA, its board members, officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with ~~any and all~~ claims, demands, damages, actions, causes of action, and suits in equity ~~of whatever kind or nature~~, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent arising out of the acts or omissions of bidder in connection with its execution, performance, nonperformance, or enforcement of this Agreement, except in each case to the extent such injury, loss or damage is whether or not due to or caused by the negligence of PSTA, its board members, officers, employees, agents, and/or attorneys ~~excluding only the sole negligence of PSTA, its officers, employees, agents, and attorneys. This includes claims made by the employees of Bidder against PSTA, and Bidder hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes.~~ Bidder's liability hereunder shall include all reasonable attorneys' fees and costs incurred by PSTA in the successful enforcement of this indemnification provision. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which PSTA is entitled to pursuant to the doctrine of sovereign immunity or Section



768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Response: Not Approved.

111. Page 38 & 39 – Section 4 Contract – 13 Indemnification – Please modify item 13.02 *Control of Defense* as follows:

Subject to the limitations set forth in this provision, Bidder shall assume control of the defense of any claim asserted by a third party against PSTA arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at Bidder's expense to the extent such claim is covered under Section 13.01 Indemnification. Bidder shall have the right, at its option, to participate in the defense of any third party claim, without relieving Bidder of any of its obligations hereunder. If Bidder assumes control of the defense of any third party claim in accordance with this paragraph, Bidder shall obtain the prior written consent of PSTA before entering into any settlement of such claim, which shall not be unreasonably withheld. ~~Notwithstanding anything to the contrary in this provision, Bidder shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by PSTA and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of PSTA, be detrimental in any material respect of PSTA's reputation; (ii) the third party claim seeks an injunction or equitable relief against PSTA; or (iii) Bidder has failed or is failing to prosecute or defend vigorously the third party claim.~~ Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

Response: Not Approved.

112. Page 39 – Section 4 Contract – 13 Indemnification – Please insert new item 13.03 *Consequential Damages* as follows:

Neither party will be liable for any special, exemplary, consequential, indirect, incidental, punitive or non-economic damages hereunder.

Response: Not Approved.

113. Page 39 – Section 4 Contract – 14 Insurance – Please modify the first paragraph of item 14.01 *Insurance* as follows:

Before beginning work (including pre-staging personnel and material), the Bidder shall obtain insurance at his expense. Delays in commencement due to failure to provide satisfactory evidence shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work commenced as scheduled. In the event the Bidder has SubBidders perform any portion of the work in this contract, either the Bidder shall name those SubBidders as "additional insurers" or each SubBidders shall be required to have the same insurance requirements as the Bidder. Insurance must be maintained throughout the entire term. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced. Delays in completing work resulting from failure of the Bidder to maintain insurance shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work had not been suspended. Coverage shall be self-insured or provided by a company (ies)



authorized to do business in the State of Florida. The company (ies) must maintain a minimum rating of A- as assigned by AM Best. If the Bidder has been Approved by the State Department of Labor, as an authorized self-insurer for Workers' Compensation, PSTA shall recognize and honor such status. The Bidder may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Bidder's Workers Compensation Excess Insurance Program. If the Bidder participates in a self-insurance fund, updated financial statements may be required upon request. The Bidder shall provide to PSTA's Purchasing Division satisfactory evidence of the required insurance, either:

Response: Management: Under "Coverage shall be (add in acceptable for "self- insured" or provided by a company (ies). The Bidder still has to submit their request as an authorized self-insurer for Florida's Workers' Compensation through the state Department of Labor so PSTA can recognize and honor their status. Since the Bidder is "self-insured" they can submit a Letter of Authorization issued by their legal department providing the details to meet the requested amount of insurance for this Request for Proposal.

114. Page 39 – Section 4 Contract – 14 Insurance – Please modify the following bullet in 14.01 *Insurance* as follows:

A Certificate of Insurance ~~with an insurance endorsement~~

REASON: Endorsements apply to insurance policies. However, major corporations who contract with thousands of entities prefer to convey such information on a certificate of insurance. Special insurance provisions to a contract would be conveyed on a COI but they would not be considered an endorsement.

Response: "with an insurance endorsement" is required since actual endorsements adding PSTA as an additional insured on policies where such status has been requested as part of the "Invitation for Bid" (IFB)

115. Page 39 – Section 4 Contract – 14 Insurance – Please remove the following bullet in 14.01 *Insurance* as follows:

~~A Certified copy of the actual insurance policy.~~

REASON: Major corporations consider insurance policies propriety and therefore do not provide copies of any kind. However, inspection of policies at corporate headquarters by PSTA would be allowed on prior notice and at the expense of PSTA.

Response: If appropriate Letter of Authorization or a detailed Certificate of Insurance (COI) to cover the requested insurance under Commercial General Liability, Vehicle Liability and the appropriate Florida Workers' Compensation per Statutory coverage, no additional policy information will be required.

OR

If policies are required PSTA will only accept "Certified Copy of the actual insurance policy, provided that, the Bidder will be permitted to redact proprietary portions of said policy and provisions which are wholly unrelated to the contract with PSTA."

116. Page 39 – Section 4 Contract – 14 Insurance – Please modify the following paragraph of item 14.01 *Insurance* as follows:



PSTA, at its sole option, has the right to request a certified copy of policies required by this contract. Certificate of Insurance and policies must specify they are not subject to cancel, non-renewal, material change, or reduce coverage unless ~~at least 30 days~~ notice in accordance with policy provisions is given to PSTA. The acceptance and approval of the Bidder's Insurance shall not be construed as relieving the Bidder from liability or obligation assumed under this contract or imposed by law. PSTA, its employees and officers, will be included as "Additional Insured" on all policies, except Workers' Compensation.

REASON: Bidder cannot show evidence of a renewal or replacement insurance policy until that policy has been bound. Insurance policies for large global corporations typically involve significant negotiation, which often continues right up to the point of expiration of the old policy. Therefore providing 30 days prior notice is not possible.

Response: This is acceptable and needs to be added to your Letter of Authorization or detailed Certificate of Insurance (COI). (Requesting only sample document now). Permanent will be required post award and acceptance of the Bid.

117. Page 39 – Section 4 Contract – 14 Insurance – Please modify the following requirement of *Commercial General Liability* as follows:

The minimum limits shall be \$1,000,000 Combined Single Limit (CSL), which may be entirely self-insured.

PSTA Response: The minimum limits shall be \$1,000,000 per occurrence and \$1,000,000 aggregate. At the sole discretion of PSTA, the Bidder may be permitted to self-insure such required commercial general liability coverage provided that the Bidder agrees to pay all amounts for both defense and indemnity of claims, which have been payable on behalf of PSTA as an insured under said insurance, had such insurance policy been in place"

118. Page 41 – Section 4 Contract – 15 Federal Provisions – Please modify 15.05.a *False or Fraudulent Statements and Claims* as follows:

Bidder recognizes that the requirements of the Program Civil Remedies Act of 1986, as amended, 31 U.S.C. subsection 3801 et seq. and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with the project. Accordingly, by signing the contract, Bidder certifies or affirms the truthfulness and accuracy in all material respects of each statement it has made, it makes, or it may make pertaining to the contract. In addition to other penalties that may apply, Bidder also acknowledges that if it knowingly makes a false, fictitious or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the available penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on Bidder to the extent the federal government deems appropriate.

Response: Not Approved.

119. Page 41 – Section 4 Contract – 15 Federal Provisions – Please modify 15.05.b *False or Fraudulent Statements and Claims* as follows:

Bidder also acknowledges that if it knowingly makes a false, fictitious or fraudulent claim, statement, submission, or certification to the federal government in connection with an urbanized area formula project financed with federal assistance authorized by 49 U.S.C. section 5307, the Government reserves



the right to impose on Bidder the available penalties of 18 U.S.C. section 1001 and 49 U.S.C. section 5307 (n) (1).

Response: Not Approved.

120. Page 43 – Section 4 Contract – 15 Federal Provisions – Please modify 15.10.b.i *Clean Air* as follows: Bidder 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. Bidder agrees to report each violation as required under any applicable law or regulation to PSTA and understands and agrees that PSTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Response: Not Approved.

121. Page 43 – Section 4 Contract – 15 Federal Provisions – Please modify 15.10.d *Energy Conservation* as follows: Bidder shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy And Conservation Act, 42 USC §§ 6321 et seq.

Response: Not Approved.

122. Page 44 & 45 – Section 4 Contract – 15 Federal Provisions – Please confirm that 15.13 *Access for Individuals with Disabilities (ADA)* is not applicable to this procurement.

Response: Not Approved.

123. Page 45 – Section 4 Contract – 15 Federal Provisions – Please modify 15.14 *DBE Participation* as follows: Bidder and any subBidder(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Bidder shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Bidder to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as PSTA deems appropriate. A minimum of zero (0.00%) ~~eight point twenty-nine percent (8.29%)~~ of the total contract price, as awarded, may be awarded to a certified DBE's by Bidder.

REASON: As there is no contract goal, this change seems appropriate.

Response: Not Approved.

124. Page 46 – Section 4 Contract – 15 Federal Provisions – Please modify 15.17 *Incorporation of FTA Terms* as follows: The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, (also see Change 1) 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 Agreement. Bidder shall not perform any act, fail to perform any act, or refuse to comply with any PSTA requests, in each case for



performance required hereunder, which would cause PSTA to be in violation of the FTA terms and conditions.

Response: Not Approved.

125. Page 48 – Section 4 Contract – 16 Miscellaneous Provisions – Please remove 16.3 *Public Records Requirements* as not applicable to this procurement. Bidder is not an agent of PSTA.

Response: Not Approved.

126. Page 49 – Section 4 Contract – 16 Miscellaneous Provisions – Please modify 16.7 *Modification* as follows: The Contract Documents may not be amended or altered without prior written approval by PSTA and Bidder. ~~Bidder shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract Documents and signed by PSTA.~~

Response: Not Approved.

127. Page 62 – Attachments – Attachment 10 DBE participation form – Please confirm this attachment is not applicable to this procurement. If applicable, please remove the requirement for good faith efforts in option 1 as there is no opportunity for subcontracting.

Response: Not Approved. Supplier shall always make a good faith effort in engaging DBE's.

128. Page 63 – Attachments – Attachment 11 DBE Good Faith Efforts Documentation Form – Please confirm this attachment can be not applicable to this procurement.

PSTA Response: Not Approved. Supplier shall always make a good faith effort in engaging DBE's.

129. Please incorporate the attached standard riders into the contract documents.

Response: Standard rider will be considered by successful bidder.

REMINDER: Make sure you mark "Addendum No. 2" on the Acknowledgement of Addenda and remember to sign and return Acknowledgement Addenda form with your submittal package. Failure to do so may result in the disqualification of your proposal submittal. The IFB is revised to the extent specifically amended by this Addendum #2. Otherwise, all provisions of the IFB will remain in effect. Your bid submittal shall be due Tuesday, March 31, 2015 until 2:00 pm Local Time.

Sincerely,
Pinellas Suncoast Transit Authority

John Samarkas
Purchasing Buyer

ATTACHMENT 3
BID FORM - CONTINUED
 (Required with bid submittal)

LABOR OPTION—WILL NOT BE USED TO DETERMINE WINNING BIDDER

YEAR	MONTHLY SERVICE CHARGE	ANNUAL SERVICE CHARGE
1		
2		
3		
4		
5		

BASE MILEAGE AVERAGE	ORIGINAL	RETREAD	DELIVERY LEAD TIME
B305/85/R22.5			
B315/80/R22.5			
B275/70/R22.5			
225/75/R16		N/A	

DAMAGE/LOSS PRICING

TIRE SIZE	PRICE PER 32 ND OF REMAINING TREAD
B305/85/R22.5	
B315/80/R22.5	
B275/70/R22.5	
225/75/R16	

END OF BID FORM

SECTION 4: CONTRACT

AGREEMENT TO FURNISH Tire Lease for Bus Tires

THIS AGREEMENT is made on April 22, 2015, by and between the Pinellas Suncoast Transit Authority (“PSTA”), an independent special district with its principal place of business located at 3201 Scherer Drive, St. Petersburg, Florida, and _____ (“Bidder”), a Company with its principal place of business located at _____ (collectively, the “Parties”).

WHEREAS, PSTA issued an Invitation for Bid (IFB) 15-007B Bus Tire Lease on February 27, 2015 “IFB”); and

WHEREAS, Bidder submitted a Bid response to the IFB on or before March 31, 2015 (“Bidder’s Response”); and

WHEREAS, PSTA’s Board of Directors awarded the IFB to Bidder at its Board of Directors Meeting on April 22, 2015, and the parties wish to set forth the terms and conditions of their agreement for a total amount not to exceed \$ _____ (the “Contract Total”).

NOW THEREFORE, the parties in consideration of the mutual covenants and conditions set forth herein contained, the adequacy of which is acknowledged by the Parties, agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein by reference.
2. CONTRACT DOCUMENTS. The “Contract Documents” shall mean and refer to this Agreement, the IFB, and all exhibits attached thereto including all duly executed and issued addenda (attached hereto as **Exhibit A**), and Bidder’s Response to the IFB (attached hereto as **Exhibit B**). All of the foregoing are incorporated herein by reference and are made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the Exhibits, this Agreement takes precedence over the Exhibits and any inconsistency between exhibits will be resolved in the following order:

Exhibit A IFB
Exhibit B Bidder’s Response

3. SCOPE OF SERVICES. Bidder, at the direction of PSTA, shall provide tires, machines and equipment in accordance with the specifications, tasks, and scope of work set forth in Exhibit A (the “Project”). It is the sole responsibility of Bidder to read the specifications and understand them.
4. EFFECTIVE DATE AND TERM OF AGREEMENT. This Agreement shall become effective on the date of award by PSTA’s Board of Director’s (“Effective Date”) and shall commence on May 1, 2015. It shall remain in effect until April 30, 2020, but shall not exceed five years. Agreement is for (3) three years with (2) two (12) twelve month renewal options.
5. TERMS OF PERFORMANCE.
 - 5.01 *Time for Completion.* Vendor shall provide tires within (30) calendar days of placing an order. Vendor shall provide the Authority with equipment, machines and supplies no later than May 1, 2015.
 - 5.02 *Representatives.* Prior to the start of any work on the Project, Bidder shall designate a primary and alternate representative, who will have management responsibility for the Project and who have

Purchase Order Terms And Conditions

1. **Acceptance.** This order becomes the exclusive agreement between the parties, subject to the terms and conditions herein. Acceptance of this order must be in strict accordance with its terms, including these terms and conditions. Any additional or different terms or conditions expressed in the acceptance shall be void and of no effect unless accepted in writing by the Authority. No changes in, modifications of, or revisions to, this order shall be valid unless in writing and signed by the Contracting Officer.

2. **Definitions.** As used herein, "Authority" means the Pinellas Suncoast Transit Authority (PSTA), and "Seller" means the party identified on the face of this order. The "Contracting Officer" means the person executing this order on behalf of the Authority, his duly appointed successor, and his authorized representative acting within the limits of his authority. "Delivery" shall mean completion and acceptance if this order is for supplies, services or construction.

3. **Delivery.** Time and rate of deliveries are of the essence of this order. Seller's failure to deliver at the time and rate specified shall be the basis for rejection and default termination by the Authority.

4. **Changes.** The Contracting Officer shall have the right, without notice to sureties, to make changes in this order by a notice in writing to the Seller. If such changes cause an increase or decrease in Seller's cost of or time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim for equitable adjustment must be asserted by the Seller within 30 days from the date of receipt of the change order. Failure to agree on any adjustment shall be resolved under the Disputes Clause hereof, and nothing contained in this clause shall relieve the Seller from proceeding without delay in the performance of this order as changed.

5. **Inspection and Acceptance.** Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Seller unless the loss results from negligence of the Authority. Notwithstanding any requirements for inspection and test by the Authority contained elsewhere in this order, except where specialized inspections or tests are specified for performance solely by the Authority, the Seller shall perform or have performed the inspections and tests required to substantiate that the supplies, services, and construction provided under this order conform to the drawings, specifications, and other requirements listed herein, including, if applicable, the technical requirements for the manufacturers' part numbers specified herein.

6. **Disputes.** Except as otherwise provided in this Contract, disputes arising out of the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Contracting Officer who shall reduce his or her decision to writing and mail or otherwise furnish a copy thereof to the Seller. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Seller mails or otherwise furnishes a written appeal to the Authority's Board of Directors. In connection with any such appeal, the Seller shall be afforded an opportunity to be heard and to offer evidence in support of its position. The Board of Directors may conduct a review of the Contracting Officer's decision, or the Board of Directors, at its discretion, may refer the matter to an Administrative Law Judge appointed by the Florida Division of Administrative Hearings for a hearing on all or part of the issues raised in any

dispute. Unless otherwise directed by the Authority, Seller shall diligently continue performance under this Contract while matters in dispute are being resolved.

7. **Variation in Quantity.** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, or packing; or allowances to manufacturing processes; and then only to the extent, if any, specified elsewhere in this order.

8. **Payments.** Invoices shall contain the following information: purchase order number; item number; purchase order description of supplies, services, or construction; sizes; quantities; unit prices; and extended totals. Unless otherwise specified, payment will be made on partial deliveries accepted by the Authority when the amount due on such deliveries so warrants. Payments will be processed in accordance with the Florida Prompt Payment Act, Florida Statutes §§ 218.70 et seq., unless other payment terms have been agreed upon in writing.

9. **Discounts.** In connection with any discount offered for prompt payment, time will be computed from date of delivery of the supplies to the carrier, when acceptance is at the point of origin, or from the date of delivery at destination or port of embarkation when delivery and acceptance are at either of these points, or from the date the correct invoice or voucher is received in the office specified by the Authority, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the check by the Authority.

10. **Commercial Warranty.** The Seller agrees that the supplies, services, or construction furnished under this purchase order (i) are of merchantable quality and suitable for their intended use or purpose, (ii) comply with any and all product descriptions or specifications referenced in this order, and (iii) are further covered by the most favorable commercial warranties the Seller gives to any customer for such supplies or services. The Seller further agrees that the rights and remedies provided herein are in addition to and do not limit, any rights afforded to the Authority by any other provision of this order or by law.

11. **Termination for Default.** If the Seller fails to perform in the manner called for in the Contract, or if the Seller fails to comply with any other provisions of the Contract, the Authority may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the Seller setting forth the manner in which the Seller is in default. The Seller will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract.

12. **Termination for Convenience.** If the Authority determines that it is in its best interest to do so, the Authority may terminate this Contract without cause, in whole or in part, at any time by written notice to the Seller. The Seller shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Seller shall promptly submit its termination claim to the Authority to be paid the Seller. If the Seller has any property in its possession belonging to the Authority, the Seller will account for the same, and dispose of it in the manner the Authority directs.

13. **Federal, State, and Local Taxes.** The price of this order includes all applicable federal, state, and local taxes and duties. The Authority is exempt from Florida state and local sales and use taxes, and any such taxes included on any invoice or voucher

received by the Authority shall be deducted from the amount of the invoice or voucher for purposes of payment.

14. **Assignment.** The Seller shall not assign the whole or any part of this order, or any monies due or to become due hereunder, without the prior written consent of the Contracting Officer.

15. **Equal Opportunity.** During the performance of this order, the Seller agrees that it will afford equal opportunity to all employees and applicants for employment without regard to race, color, religion, sex, handicapping conditions, or national origin. The Seller agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the Seller's commitment to the requirements of this provision. The Seller further agrees to use its best efforts to afford equal opportunity for employment to subcontractors, vendors, and suppliers owned by certified Disadvantaged Business Enterprise.

16. **Interest of Public Officials.** The Seller represents and warrants that no employee, official, or member of the Board (Executive Committee) at the Authority is or will be pecuniarily interested or benefited directly or indirectly in this order. The Seller further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee official or member at the Board (Executive Committee) of the Authority with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of this order. For breach of any representation or warranty in this clause, the Authority shall have the right to annul this order without liability and/or have recourse to any other remedy it may have at law.

17. **Waiver.** Failure of the Authority to enforce at any time or for any period of time one or more of the provisions of this Contract shall not be construed to be and shall not be a waiver of any such provisions or of its right thereafter to enforce each and every of such provisions. Any waiver of such provisions by the Authority shall only be valid if set forth in writing.

18. **Immunity.** Nothing contained in this Contract shall be construed as a waiver of any immunity or limitation of liability to which the Authority is entitled to pursuant to the doctrine of sovereign immunity or Florida Statutes § 768.28.

19. **Governing Law.** The work done by the selected Seller in response to the request for proposals and this order shall be in complete compliance with all applicable Federal, State and Local Laws and their respective rules and regulations. This compliance shall be at the Seller's expense. Jurisdiction and venue for any legal action arising out of this Contract and between the parties hereto shall be exclusively in Pinellas County, Florida or if in federal court, the U.S. District Court, Middle District of Florida. The law governing any dispute between the parties to this contract shall be the law of the State of Florida except insofar as the dispute, or a part thereof, is subject to Federal Law by pre-emption. In the event that the Seller is domiciled in a country other than the United States or is a controlled subsidiary of a company which is domiciled in a country other than the United States and in the future event that any litigation should arise between the parties respecting any matter of fact or law that is international in nature, the venue of litigation with regard thereto shall be exclusively in the courts located in the State of Florida, County of Pinellas or if in federal court, the U.S. District Court, Middle District of Florida.