

Invitation for Bid

IFB # 15-006B
Batteries – Transit Vehicles



Pinellas Suncoast Transit Authority
Purchasing Division
3201 Scherer Drive
St. Petersburg, FL 33716
Telephone (727) 540-1800
Facsimile (727) 540-0681
www.psta.net



SUBMIT BID TO:	Pinellas Suncoast Transit Authority c/o John Samarkas Attn: IFB 15-006B 3201 Scherer Drive St. Petersburg, FL 33716	INVITATION FOR BID IFB #15-006B Batteries – Transit Vehicles
Contact Person: John Samarkas, Purchasing Buyer, jsamarkas@psta.net, 727-540-1862		

Planned Procurement Schedule:
#1 – Issue Date: Thursday, March 12, 2015
#2 – Non-Mandatory Pre-Bid Meeting: Thursday, March 26, 2015 at 10:00 a.m. EST.
#3 – Deadline for Questions: Friday, April 3, 2015 by 2:00 p.m. EST by email.
#4 - Response to Questions: Tuesday, April 14, 2015
#5 - Bid Due: Thursday, April 23, 2015 by 2:00 p.m. EST
#6 – Oral Presentations: ‘Does Not Apply’
#6 - Board Approval: Wednesday, May 27, 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.



Contents

SECTION 1: GENERAL BID INFORMATION	6
STATEMENT OF WORK – OVER VIEW:	6
1.0 MEET-ME PRE-BID CONFERENCE CALL IN	8
1.2 INTERPRETATION OF IFB DOCUMENTS	9
1.3 ADDENDUM TO IFB	9
1.4 TYPE OF CONTRACT	9
1.5 AWARD OF CONTRACT	9
1.6 FORMS	10
SECTION 2: SPECIFICATIONS	12
SECTION 3: GENERAL CONDITIONS	18
3.1 RIGHTS OF PSTA IN INVITATION FOR BID PROCESS	18
3.2 BID PROTEST PROCEDURES	18
3.3 PRICES, TERMS AND PAYMENT	20
3.4 TAX EXEMPTION	20
3.5 QUALIFICATIONS FOR AWARD	20
3.6 DAMAGES FOR DELAY	20
3.7 WITHDOLDING AWARD	21
3.8 BID ACCEPTANCE, REJECTION, AND POSTPONEMENT	21
3.9 USE OF "PINELLAS SUNCOAST TRANSIT AUTHORITY" NAME IN CONTRACTOR ADVERTISING OR PUBLIC RELATIONS	21
3.10 USDOT/FTA/FDOT CONCURRENCE FOR CONTRACT AWARD	21
3.11 DEBARMENT AND SUSPENSION	21
3.12 DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION	22
3.13 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS	23
3.14 FEDERAL LOBBYING CERTIFICATION	23
3.15 LOBBYING	23
3.16 COLLUSION	24
3.17 LEGAL REQUIREMENTS	24
3.18 EXCEPTIONS	24
3.19 PUBLIC ENTITY CRIMES	24
3.20 "OR EQUAL" DETERMINATION	24
3.21 MATERIAL SAFETY DATA SHEETS	25
3.22 BUY AMERICA REQUIREMENTS	25



3.23	FLY AMERICA	25
3.24	CARGO PREFERENCE REQUIREMENTS	25
3.25	ACCESS TO RECORDS AND REPORTS	26
3.26	CHANGES TO FEDERAL REQUIREMENTS	26
SECTION 4: CONTRACT		27
1.	RECITALS	27
2.	CONTRACT DOCUMENTS	27
3.	SCOPE OF SERVICES	27
4.	EFFECTIVE DATE AND TERM OF AGREEMENT	27
5.	TERMS OF PERFORMANCE	27
6.	COMPENSATION	28
7.	MODIFICATION OF CONTRACT DOCUMENTS	29
8.	WARRANTIES AND COVENANTS	30
9.	ASSIGNABILITY AND SUBCONTRACTING	30
10.	DELAY IN PERFORMANCE/FORCE MAJEURE	31
11.	TERMINATION OF AGREEMENT	32
12.	DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION	32
13.	INDEMNIFICATION	33
14.	INSURANCE	34
15.	FEDERAL PROVISIONS	35
16.	MISCELLANEOUS PROVISIONS	43
ATTACHMENTS		46
	ATTACHMENT 1 ACKNOWLEDGEMENT OF ADDENDA	47
	ATTACHMENT 2 BIDDER INFORMATION FORM	48
	ATTACHMENT 3 BID FORM	49
	ATTACHMENT 4 NON-COLLUSION AFFIDAVIT	53
	ATTACHMENT 5 CERTIFICATION OF RESTRICTIONS ON LOBBYING	54
	ATTACHMENT 6 DISCLOSURE OF LOBBYING ACTIVITIES	55
	ATTACHMENT 7 BUY AMERICA CERTIFICATION	57
	ATTACHMENT 8 CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS	58
	ATTACHMENT 9 CERTIFICATION OF LOWER-TIER PARTICIPANTS (SUBCONTRACTORS) REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION	59
	ATTACHMENT 10 DBE PARTICIPATION FORM	60



ATTACHMENT 11 DBE GOOD FAITH EFFORTS DOCUMENTATION FORM	61
ATTACHMENT 12 VENDOR DBE PAYMENT REPORT	62
ATTACHMENT 13 E-VERIFY AFFIDAVIT	63
ATTACHMENT 14 CONTRACTOR’S STATEMENT ON SUB-CONTRACTORS	64
ATTACHMENT 15 DRUG FREE WORKPLACE PROGRAM	65
ATTACHMENT 16 CONTRACTOR’S AND LOWER TIER PARTICIPANT’S REFERENCE FORM	66
ATTACHMENT 17 OFFER & AWARD	67
ATTACHMENT 18 REQUEST FOR WAIVER OF INSURANCE REQUIREMENTS	68
ATTACHMENT 19 STATEMENT OF NO BID	69

SECTION 1: GENERAL BID INFORMATION

STATEMENT OF WORK – OVER VIEW: PSTA is seeking bids for the supply of commercial grade, lead acid, twelve volt (12V) vehicle batteries in the sizes and capacities detailed in Section 2: Specifications as listed in this document. These batteries will be used in our buses and support vehicles.

Bidders will submit bids on Lot A - Bus Batteries and / or Lot B – Support Vehicle Batteries. Contract will be awarded by complete Lot A or Lot B to one or two vendors at most. Separate line items will not be awarded.

This agreement is for an initial term of (1) one year with (2) two options to renew for (12) twelve months each; for a period not to exceed three years.

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 subcontractors and shall describe the interfaces with said subcontractors.
- 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 Contractor 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.

1.0 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.

1.1 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.

1.2 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.

1.3 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.

1.4 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.

1.5 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.

1.6 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 Contractor Regarding Debarment, Suspension, and Other Responsibility Matters
- ATTACHMENT 9 – Certification of Lower-Tier Participants (Subcontractors) 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 – Contractor’s Statement on Sub-Contractors
 - ATTACHMENT 15 – Drug Free Workplace Program
 - ATTACHMENT 16 – Contractor’s and Lower Tier Participant’s Reference Form
 - ATTACHMENT 17 – Offer and Award
 - ATTACHMENT 18 – Request for Waiver of Insurance Requirements
 - ATTACHMENT 19 – Statement of No Bid
 - Environmental Protection Agency (EPA) Proof – battery handling, transport and disposal

SECTION 2: SPECIFICATIONS

2.0 GENERAL REQUIREMENTS

PSTA is seeking bids for the supply of commercial grade, lead acid, twelve volt (12V), Transit batteries in the sizes and capacities detailed in the specifications contained in this solicitation. The batteries shall consist primarily of extra heavy duty, premium grade commercial/fleet rated batteries.

- Commercial classified batteries are to be of a twenty-four (24) month design.
- All automotive batteries are to be of “maintenance free” or a “low maintenance” design.
- All batteries are to meet or exceed current BCI minimum specifications for each group size to be eligible for consideration.

Each bidder is to provide with the bid a full performance specifications chart on each and every battery line quoted. This chart shall be no older than 2013 and shall be complete in its factual information for the battery line in its entirety. Each bidder shall enter the specific part number of each battery being bid in the part number column of the Bid Form adjacent to the battery BCI size.

- Only dealers licensed by the Environmental Protection Agency (EPA) for handling and transporting of junk batteries will be eligible for consideration.
- Only stocking and licensed dealers who have full battery sizes, types, and line coverage available shall be considered.

2.1 ABBREVIATIONS / DEFINITIONS

- CA – Cranking Amps – measured at 32 degrees Fahrenheit (0 degrees Celsius)
- CCA – Cold Cranking AMPS – measured at 0 degrees Fahrenheit (-17.8 degrees Celsius)
- BCI – Battery Council International
- V- Volts
- RC – Reserve Capacity (minutes) – Capacity at 80 degrees Fahrenheit (26.7 degrees Celsius)

2.2 BATTERIES

I. LOT A – BUS BATTERIES

A. Gillig Transit Bus



SIDE POST BATTERY
PN# 908DFT716 DEKA or Approved Equal

SECTION 2: SPECIFICATIONS – ‘Continued’

POST SIZE: LEFT (NEGITIVE) 3/8-16 NC
RIGHT (POSITIVE) 7/16-14 NC

MODEL# 8D

CA: _____ 1730
CCA: _____ 1425
RES. CAP: _____ 440
WEIGHT: _____ 127 lbs.
LENGTH: _____ 19 ¼ in.
WIDTH: _____ 10 ½ in.
HEIGHT: _____ 9in

- Includes handle
- Anchor lock elements

B. MCI Commuter Coach



TOP POST BATTERY

PN# 8DS - STUD DEKA or Approved Equal

POST SIZE: LEFT (NEGITIVE) 3/8-16 NC
RIGHT (POSITIVE) 7/16-14 NC

MODEL# 8D

CA: _____ 1730
CCA: _____ 1425
RES. CAP: _____ 440
WEIGHT: _____ 127 lbs.
LENGTH: _____ 19 ¼ in.
WIDTH: _____ 10 ½ in.
HEIGHT: _____ 9 in.

- Includes handle
- Anchor lock elements

1) Requirements

- a. Vendor shall supply Deka 12v battery or ‘approved’ equal.
- b. All batteries shall be to specification CCA 1425 and CA 1730 Reserved cap amps 400.

SECTION 2: SPECIFICATIONS – ‘Continued’

2) Estimate Usage

(S/C) Stock Code	OEM Part Number	Parameter	Estimated Yearly Quantity
000108126	908DFT716 DEKA	Deka 12v Battery	320
000091579	8DS-STUD	Deka 12v Battery	30

C. Cutaway – 2012 Ford E450



**TOP POST BATTERY
 PN# XMC31 or Approved Equal**

CA: _____ **1110**
 CCA: _____ **925**
 RES. CAP: _____ **200**

1) Requirements

- a. Vendor shall supply Deka 12v battery or ‘approved’ equal.
- b. All batteries shall be to specification CCA 1110 and CA 925 Reserved cap amps 200.

2) Estimate Usage

(S/C) Stock Code	OEM Part Number	Parameter	Estimated Yearly Quantity
000130003	XMC31	Deka 12v Battery	10



II. LOT B – SUPPORT VEHICLE BATTERIES

D. Support Vehicles

(S/C) Stock Code	Vehicle	Battery Part Number	Estimated Yearly Quantity
000129335	2002 DODGE MAX. VAN	65A	6
000127323	2006 CHEVY MALIBU	7575	12
000127988	2006 FORD 3500	BXT-65-750	12
000128633	2008 FORD VAN	BXT-65-650	6
000129897	2010 CHEVY COBALT	7590	12
000130109	2011 & 2012 ISUZU NPR	BH31XT	6
000129965	2012 FUSION	BXT-67R	12
000130110	2014 FUSION	BXT-99-RT4	6

2.3 REQUIREMENTS FOR ALL BATTERIES

- A. All batteries shall be inspected for defective parts by vendor.
- B. Vendor shall have all tools and test equipment necessary to perform the testing specified herein.
- C. Vendor shall provide PSTA the batteries within five (5) working days of receiving an order from the Purchasing Division. Prompt delivery is essential; failure to deliver promptly in a consistent manner will constitute grounds for cancellation of the contract.
- D. The bidder must show evidence of a sizable inventory, ample delivery equipment and personnel to properly service this contract to PSTA's satisfaction.
- E. PSTA reserves the right to inspect any potential vendor's equipment, inventories, personnel, location, etc., before an award is made.
- F. The successful bidder shall be required to maintain an inventory of at least twenty (20) batteries each of the two (Group 8D) sizes and have stock-on-hand of the remaining battery sizes listed within the Bid Form. This inventory must be available for immediate delivery to PSTA at all times.
- G. All batteries delivered to PSTA shall be properly filled with required electrolyte and in a fully charged state for immediate use in the vehicle.
- H. No acid soaked cases, shipping containers, concealed or visible damage, or other battery problems that detract from the appearance and usefulness of a new battery shall be accepted by PSTA.
- I. PSTA discourages the use of any unnecessary packaging of batteries such as, cardboard boxes, cardboard or plastic slipcovers, plastic wrap, etc.



SECTION 2: SPECIFICATIONS – ‘Continued’

2.4 TESTING

- A. All batteries manufactured to specification shall be subjected to testing performed by the vendor and recorded.
- B. Vendor shall not remove OEM nameplate.

2.5 PACKAGING

Product shall be packaged to prevent damage or spillage to Best Industry Practice by the vendor.

2.6 WARRANTY

- A. All batteries shall be quoted with a full replacement or 100% warranty coverage for a minimum of one (1) calendar year from the date of installation rather than the acquisition date.
- B. Any battery that fails in this time frame because of defects, internal failures, or other unsatisfactory service shall be replaced with a new battery at no cost to PSTA.
- C. The successful bidder shall be legally bound for a period of one (1) calendar year beyond the life of this contract for full replacement warranty coverage as indicated above.

2.7 FAILURE RATE

PSTA shall reserve the right to cancel this contract at any point in time should the failure rate of any battery line bid exceed 5% of total purchases.

2.8 FREIGHT

All freight pickup, delivery, handling costs shall be the responsibility of the vendor including warranty replacements.

2.9 BATTERY EXCHANGE

- A. This contract is for the outright acquisition of new batteries only and does not include exchanges, trade-ins or otherwise.
- B. This contract shall include the disposal of all used batteries PSTA may generate. Only dealers licensed by the Environmental Protection Agency for the handling and transporting of junk batteries will be eligible for consideration. Proof of E.P.A. approval is to be submitted with each bid.
- C. The pickup of junk batteries is to be performed by the successful bidder on a weekly basis. Credit is to be issued (invoiced) to PSTA at the time of junk battery pick up. These credits will be a consideration of award.
- D. The successful bidder will be required to supply, at no additional cost to PSTA an adequate number of junk battery containment trays. These trays are to be so designed as to prevent the leakage or spillage of electrolyte to the surrounding area of storage. It shall be the responsibility of the vendor to maintain the integrity of the trays.



SECTION 2: SPECIFICATIONS – ‘Continued’

2.11 QUANTITIES

The quantities shown on the bid form are strictly estimates for evaluation purposes only. Merchandise shall be ordered as requirements dictate.

PSTA reserves the right to purchase more or less than these quantities as conditions require, and no bidder shall attempt to hold the quantities shown as a firm quantity under this contract. PSTA does not guarantee any specific quantity or dollar value of goods or services to be purchased during the life of the contract. PSTA shall be allowed to order at any time, in any quantity during the life of this contract.

The bidder must show evidence of a sizable inventory, ample delivery equipment and personnel to properly service this contract to PSTA's satisfaction. PSTA reserves the right to inspect any potential vendor's equipment, inventories, personnel, location, etc., before an award is made, to verify the potential vendor has the ability to properly service PSTA's requirements.

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 Subcontractors 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 agreement 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 Contractor. Contractor 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, Subcontractors or Suppliers which do not comply with all requirements associated with the Pre-Qualification Application 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 proposing 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 CONTRACTOR 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 Contractor 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 subcontractors 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 subcontractor prior to contract award.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. 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 subcontractor 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 subcontractors 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 Agreement. Consequently, the DBE requirements of 49 CFR, Part 23 apply to this Agreement.
- 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 Agreement. 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 subcontractor;
- 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 subcontractors 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 subcontractors, and evidence as to why additional agreements 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 contractors' 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 subcontractor, 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 subcontractor 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 subcontractors that will exceed \$100,000. A Certification of Restrictions on Lobbying shall be submitted by the Bidder to PSTA for each listed subcontractor 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, 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.

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 Contractor, Supplier, Subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.133, 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 proposing other than specified, the determination of equivalency will be at the sole discretion of PSTA. Bidder shall, as to each item, propose 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 propose 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.

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.

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

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



SECTION 4: CONTRACT

AGREEMENT TO FURNISH Batteries for Transit Vehicles

THIS AGREEMENT is made on May 27, 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 _____ (“Contractor”), a Company with its principal place of business located at _____ (collectively, the “Parties”).

WHEREAS, PSTA issued an Invitation for Bid IFB 15-006B for Batteries for Transit Vehicles on March 12, 2015 (“IFB”); and

WHEREAS, Contractor submitted a Bid response to the IFB on or before April 23, 2015 (“Contractor’s Response”); and

WHEREAS, PSTA’s Board of Directors awarded the IFB to Contractor at its Board of Directors Meeting on May 27, 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 Contractor’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 Contractor’s Response
3. **SCOPE OF SERVICES.** Contractor, at the direction of PSTA, shall provide batteries and supplies in accordance with the specifications, tasks, and scope of work set forth in Exhibit A (the “Project”). It is the sole responsibility of Contractor to read the specifications and understand them.
4. **EFFECTIVE DATE AND TERM OF AGREEMENT.** This Contract shall become effective on the date of award by PSTA’s Board of Director’s (“Effective Date”) and shall commence on June 1, 2015. Agreement is for one (1) year with two (2) twelve (12) month renewal options.
5. **TERMS OF PERFORMANCE.**
 - 5.01 *Time for Completion.* Vendor shall provide batteries within (5) working days of order placed from the Purchasing Division. Vendor shall provide the Authority with supplies with the first order, but no later than June 15, 2015.



5.02 *Representatives.* Prior to the start of any work on the Project, Contractor 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 Contractor's representative. PSTA will advise Contractor 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:* Contractor 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 Contractor under this Contract.

5.05 *Reviews:* Until the completion of the Project and the final payment therefore by PSTA, Contractor shall allow representatives of PSTA to visit the offices and other places of Contractor's work periodically without prior notice to monitor Contractor'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 *Contractor Responsibility:* Contractor 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 Contractor in the omission of any part or detail of the Project. Contractor hereby assumes responsibility for all materials, equipment, and processes used in the Project, whether the same is manufactured by Contractor or purchased readymade from a source outside Contractor's company.

5.07 *Compliance with Laws.* Contractor 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 Contractor'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 Contractor's project superintendent and shall have no authority to direct, oversee, or instruct the Contractor's employees, subcontractors, 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 Contractor of its obligations to comply with such laws fully and completely. Upon request, Contractor shall furnish to PSTA certificates of compliance with all such laws, orders and regulations. Contractor 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 Contractor's faithful performance of the Contract Documents, PSTA agrees to pay Contractor in accordance with the amounts bid and set forth in Exhibit B. However, all payments to Contractor 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. Contractor 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 *Subcontractor Payments.* In accordance with 49 CFR Part 26.29, Contractor shall pay each subcontractor or subcontractor for satisfactory performance of its contract with the subcontractor or subcontractor no later than thirty (30) days from the receipt of each payment Contractor receives from PSTA. Contractor shall further return retainage payments to each subcontractor or subcontractor within thirty (30) days after the subcontractor's or subcontractor's work is satisfactorily completed. Contractor shall include as part of its contract or agreement with each subcontractor or subcontractor for work and material a "Prompt Payment Clause". The Prompt Payment Clause shall require payment to all subcontractors and subcontractors, 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 subcontractor or subcontractor achieves the specified work as verified by payment from PSTA.

6.05 *Disputes with Subcontractor Payments.* Any disputes that arise regarding the satisfactory completion of work by a subcontractor or subcontractor 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 subcontractors.

6.06 *Failure to Abide by DBE Requirements.* Failure by Contractor 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 Contractor 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 Contractor under the Contract Documents. However, no such written order shall serve to increase the Contract Total or give Contractor 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, Contractor 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 Contractor 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 Contractor shall be furnished without the prior express written authorization of PSTA.

8. WARRANTIES AND COVENANTS

8.01 *Patent, Trademark, Copyright, and Trade Secret.* Contractor 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 Contractor 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 Contractor for any such claim brought against Contractor.

8.02 *Covenants against Gratuities.* Contractor 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 Contractor their respective partners, successors, heirs, executors, administrators, assigns and legal representatives.

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

9.02 *Responsibility for Subcontractors.* If Contractor's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Contractor shall complete or pay to have completed the work which the assignee or Subcontractor failed to complete at no additional cost to PSTA. In the event of any noncompliance by any of the subcontractors, Contractor 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.* Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of: (a) all persons employed by Contractor throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Contractor, 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 Contractor and PSTA in writing, Contractor 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 Contractor any increased costs and damages thereby incurred by PSTA.

10.02 *Force Majeure.* Contractor shall be entitled to a reasonable extension of time from PSTA for the delays resulting from damage to Contractor’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 Contractor and its subcontractors (“Force Majeure”). Any delay other than one mentioned above shall constitute a breach of Contractor’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 Contractor’s performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Contractor, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Contractor to miss delivery dates and could not adequately have been guarded against by contractual or legal means.

10.04 *No Damages for Delay.* Contractor 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.* Contractor will notify PSTA as soon as Contractor has, or should have, knowledge that an event has occurred which will delay completion of the Project. Within five (5) working days, Contractor will confirm such notice in writing, furnishing as much detail as is available and including any request for extension of time. Contractor 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 Contractor and will determine if Contractor is entitled to an extension and the duration of such extension. PSTA will notify Contractor of its decision in writing. It is expressly understood and agreed that Contractor 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 Contractor 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 Contractor. If PSTA terminates this Agreement pursuant to this subsection, Contractor shall promptly submit to PSTA its costs to be paid on work performed up to the time of termination. If Contractor has any property belonging to PSTA in its possession, Contractor 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 Contractor, if: (1) Contractor fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) Contractor fails to perform in the manner called for in the Contract Documents; or (3) Contractor does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, PSTA may allow Contractor 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 Contractor shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Contractor 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 Contractor 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, Contractor may not terminate this Agreement.

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

11.04 Force Majeure. If it is later determined by PSTA that Contractor's failure to perform was a result of a Force Majeure, PSTA may allow Contractor 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 Contractor under this Agreement, PSTA shall notify Contractor 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 Contractor 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 Contractor, which are not resolved amicably by the Parties, shall be decided in writing by PSTA's Project Manager. If Contractor disagrees with the decision of PSTA's Project Manager, within ten (10) days from the date of PSTA's Project Manager's decision, Contractor shall furnish a written appeal to PSTA's Chief Executive Officer. In connection with any such appeal, Contractor 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 Contractor and Contractor shall abide by the decision.



12.02 Performance during Dispute. Unless otherwise directed by PSTA, Contractor 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 Contractor 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 Contractor 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 Contractor. 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 Contractor is an independent contractor. Contractor 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 Contractor against PSTA, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Contractor'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, Contractor 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 Contractor's expense. Contractor shall have the right, at its option, to participate in the defense



of any third party claim, without relieving Contractor of any of its obligations hereunder. If Contractor assumes control of the defense of any third party claim in accordance with this paragraph, Contractor shall obtain the prior written consent of PSTA before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Contractor 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) Contractor 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 Contractor 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 Contractor has Subcontractors perform any portion of the work in this contract, either the Contractor shall name those Subcontractors as "additional insurers" or each Subcontractors shall be required to have the same insurance requirements as the Contractor. 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 Contractor 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 Contractor 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 Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the contractor's Excess Insurance Program. If the Contractor participates in a self-insurance fund, updated financial statements may be required upon request. The Contractor 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 Contractor's Insurance shall not be construed as relieving the Contractor 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 Contractor, 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 \$500,000 Combined Single Limit (CSL)

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

- \$300,000 per Person
- \$500,000 per Occurrence
- \$200,000 Property Damage

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

- \$500,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$500,000 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 Contractor, any subcontractor at any tier, or their employees, perform a safety sensitive function under the project, Contractor agrees to comply with, and assures the compliance of each affected subcontractor 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 Contractor, any subcontractor at any tier, or their employees, perform a safety sensitive function under the project, Contractor agrees to comply with, and assures the compliance of each affected subcontractor 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), Contractor 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 Contractor which are directly pertinent to this Agreement, for the purposes of making audits, examinations, excerpts and transcriptions.

- b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Contractor 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 Contractor 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. Contractor 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 Subcontractor who will be subject to its provisions.
- e. Project close out does not alter these requirements.

15.03 *Reports and Record Retention.*

- a. Reports: Contractor 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: Contractor 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.* Contractor acknowledges and agrees as follows:

- a. Contractor 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, Contractor 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, Contractor 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 Contractor to the extent the federal government deems appropriate.
- b. Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor to disclose any lobbying of any official or employee of any Federal agency, or member or employee of Congress in connection with Federal assistance. Contractor 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. Contractor and all Subcontractors in receipt of contracts exceeding \$100,000 shall submit Standard Form LLL quarterly to PSTA. Contractor shall also submit with each request for payment 1) a list of each contractor and Subcontractor that is subject to the Lobbying Certification, 2) certifications or evidence of certification for all Subcontractors, 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 Contractor or a subcontractor 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. Contractor 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 Contractor 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 Subcontractor 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, Contractor agrees to immediately notify PSTA of any potential subcontractor 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 subcontractors was erroneous when submitted; and any information that certifications have become erroneous by reason of changed circumstances.
- b. Contractor shall submit with each request for payment a list of all subcontractors 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 Contractor or a Subcontractor 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: Contractor 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. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor 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. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- c. Clean Water: Contractor 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. Contractor 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. Contractor 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. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- d. Energy Conservation: Contractor 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, Contractor 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. Contractor 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 Contractor 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, Contractor 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, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor 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, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor 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, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor 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, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

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



15.13 Access for Individuals with Disabilities (ADA). PSTA and Contractor 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 Contractor 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 Contractor 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. Contractor and any subcontractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor 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 Contractor.

15.15 DBE Subcontractor's Payment and Reporting Terms.

- a. Contractor Reporting Requirements: Contractor 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, Contractor 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. Contractor 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. Contractor agrees to meet with the PSTA DBE Liaison Officer for the purpose of verifying Contractor reporting requirements prior to the signing of a contract.
- b. Legal and Contract Remedies: Contractor agrees to report quarterly to the PSTA DBE Liaison Officer on all payments made to DBE Subcontractors. Further, Contractor shall provide all copies of canceled checks made to DBE Subcontractors showing proof of actual payment. Contractor 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. Contractor 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. Contractor understands that PSTA will consider similar action under their own legal authorities, including responsibility determinations in future contracts.

15.16 Federal Changes. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between PSTA and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor'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. Contractor 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 Contractor 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 Contractor or subcontractor 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 Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor 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 Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. *Subcontracts* – The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in the section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor 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 Contractor 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 Contractor 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. Contractors 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 Contractor 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 Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(ii) *Subcontractors* – The Contractor 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 “subcontractor” 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 “subcontractor” 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 “subcontractor.” 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. Contractor 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 Contractor as an agent of PSTA, Contractor 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 Contractor 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



Contractor 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 Contractor 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 Contractor:

With required copy to:
Alan S. Zimmet, General Counsel
Bryant Miller Olive
One Tampa City Center
Suite 2700
Tampa, Florida 33602

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. Contractor 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.

CONTRACTOR:

PSTA:

By: _____
Duly Authorized Designee

By: _____
Brad Miller, CEO

WITNESS:

Approved as to form:

By: _____

By: _____
Sangita Land, CCO



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 #: _____

Contractor 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 being proposed.

- The quantities shown on the bid form are strictly estimates for evaluation purposes only.
- Do NOT bid “one size fits all” batteries.
- Do NOT quote batteries based on Cranking Amps (CA).
- Each bidder is to provide with the bid a full performance specifications chart on each and every battery line quoted. This chart shall be no older than 2013 and shall be complete in its factual information for the battery line in its entirety.
- Each bidder shall enter the specific part number of each battery being bid in the part number column of the Bid Form adjacent to the battery BCI size.
- The estimated quantity for each item is the same for new purchase and junk battery credit.

PRICE BID FORM (YEAR 1 – LOT A – BUS BATTERIES) – TOTAL COST

PSTA S/C #	Quantity	OEM Part #	Vendor's PART #	CA	CCA	RESERVE CAPACITY (80 F)	PRICE EACH	EXTENDED TOTAL	JUNK CREDIT EACH	JUNK CREDIT EXT. TOTAL
000108126	320	908DFT716								
00091579	30	8DS-STUD								
000130003	10	XMC31								
SUB TOTALS (BATTERIES & JUNK CREDITS)								\$		\$
TOTAL (Total Battery Cost (-) Total Junk Credits) – Year 1								\$		

BID FORM 'CONTINUED'

PRICE BID FORM (YEAR 2 – LOT A – BUS BATTERIES) – TOTAL COST

PSTA S/C #	Quantity	OEM Part #	Vendor's PART #	CA	CCA	RESERVE CAPACITY (80 F)	PRICE EACH	EXTENDED TOTAL	JUNK CREDIT EACH	JUNK CREDIT EXT. TOTAL
000108126	320	908DFT716								
00091579	30	8DS-STUD								
000130003	10	XMC31								
SUB TOTALS (BATTERIES & JUNK CREDITS)								\$		\$
TOTAL (Total Battery Cost (-) Total Junk Credits) – Year 2								\$		

PRICE BID FORM (YEAR 3 – LOT A – BUS BATTERIES) – TOTAL COST

PSTA S/C #	Quantity	OEM Part #	Vendor's PART #	CA	CCA	RESERVE CAPACITY (80 F)	PRICE EACH	EXTENDED TOTAL	JUNK CREDIT EACH	JUNK CREDIT EXT. TOTAL
000108126	320	908DFT716								
00091579	30	8DS-STUD								
000130003	10	XMC31								
SUB TOTALS (BATTERIES & JUNK CREDITS)								\$		\$
TOTAL (Total Battery Cost (-) Total Junk Credits) – Year 3								\$		
GRAND TOTAL – LOT A - (Year 1 to Year 3)								\$		



BID FORM 'CONTINUED'

PRICE BID FORM (YEAR 1 – LOT B – SUPPORT VEHICLE BATTERIES) – TOTAL COST

PSTA S/C #	Quantity	OEM Part #	Vendor's PART #	CA	CCA	RESERVE CAPACITY (80 F)	PRICE EACH	EXTENDED TOTAL	JUNK CREDIT EACH	JUNK CREDIT EXT. TOTAL
000129335	6	65A								
000127323	12	7575								
000127988	12	BXT-65-750								
000128633	6	BXT-65-650								
000129897	12	7590								
000130109	6	BH31XT								
000129965	12	BXT-67R								
000130110	6	BXT-99-RT4								
SUB TOTALS (BATTERIES & JUNK CREDITS)								\$		\$
TOTAL (Total Battery Cost (-) Total Junk Credits) – Year 1								\$		

PRICE BID FORM (YEAR 2 – LOT B – SUPPORT VEHICLE BATTERIES) – TOTAL COST

PSTA S/C #	Quantity	OEM Part #	Vendor's PART #	CA	CCA	RESERVE CAPACITY (80 F)	PRICE EACH	EXTENDED TOTAL	JUNK CREDIT EACH	JUNK CREDIT EXT. TOTAL
000129335	6	65A								
000127323	12	7575								
000127988	12	BXT-65-750								
000128633	6	BXT-65-650								
000129897	12	7590								
000130109	6	BH31XT								
000129965	12	BXT-67R								
000130110	6	BXT-99-RT4								
SUB TOTALS (BATTERIES & JUNK CREDITS)								\$		\$
TOTAL (Total Battery Cost (-) Total Junk Credits) – Year 2								\$		



BID FORM 'CONTINUED'

PRICE BID FORM (YEAR 3 – LOT B – SUPPORT VEHICLE BATTERIES) – TOTAL COST

PSTA S/C #	Quantity	OEM Part #	Vendor's PART #	CA	CCA	RESERVE CAPACITY (80 F)	PRICE EACH	EXTENDED TOTAL	JUNK CREDIT EACH	JUNK CREDIT EXT. TOTAL
000129335	6	65A								
000127323	12	7575								
000127988	12	BXT-65-750								
000128633	6	BXT-65-650								
000129897	12	7590								
000130109	6	BH31XT								
000129965	12	BXT-67R								
000130110	6	BXT-99-RT4								
SUB TOTALS (BATTERIES & JUNK CREDITS)								\$		\$
TOTAL (Total Battery Cost (-) Total Junk Credits) – Year 3								\$		
GRAND TOTAL – LOT B - (Year 1 to Year 3)								\$		
GRAND TOTAL FOR LOT A & LOT B (Year 1 to Year 3)								\$		

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-contractors 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 contractors, prime or subcontractor, 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="margin-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"/> b plar <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 CONTRACTOR 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 (SUBCONTRACTORS) REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**
(Required for subcontracts greater than \$25,000)

The Undersigned Lower Tier Participant (Subcontractor to the Primary Contractor), 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 (Subcontractor) 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 (Subcontractor), 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 SUBCONTRACTORS WHICH WILL HAVE A FINANCIAL INTEREST IN THIS PROJECT WHICH EXCEEDS \$25,000 OR SUBCONTRACTORS 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 an annual 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.	Subcontractor 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 Subcontractor 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 ANNUAL 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 contractors 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 contractor 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) () Construction () Service () Professional () Supply		6) Contractor'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 Contractor from PSTA.	15) Actual DBE Participation % to Date _____ %
		Amount of this Invoice					
		\$ _____					
16) Name of Subcontractor	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 Subcontractor
	/		\$ _____		\$ _____		
	/		\$ _____		\$ _____		
	/		\$ _____		\$ _____		
	/		\$ _____		\$ _____		
Company Official's Signature & Title			Date Signed		Name & Title of Individual Completing Report		
			/ /				



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

Contract #: IFB # 15-006B

Financial Project # (s): To be determined

Project Description: Batteries – Transit Vehicles (Buses and support vehicles).

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
CONTRACTOR'S STATEMENT ON SUB-CONTRACTORS
(To be completed for all, DBE and non-DBE, sub-contractors)

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

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

OR

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

Sub-contractor Company Name

Address

Contact Person

Telephone #

E-mail Address for Contact Person

Age of Firm

Gross Annual Receipts

Sub-contractor 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
CONTRACTOR'S AND LOWER TIER PARTICIPANT'S REFERENCE FORM
(To be completed by prime and sub consultants/subcontractors; 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:	Reference #2:
Company: _____	Company: _____
Address: _____	Address: _____
_____	_____
Phone/Fax #: _____	Phone/Fax #: _____
Contact: _____	Contact: _____
E-Mail: _____	E-Mail: _____

Reference #3:	Reference #4:
Company: _____	Company: _____
Address: _____	Address: _____
_____	_____
Phone/Fax #: _____	Phone/Fax #: _____
Contact: _____	Contact: _____
E-Mail: _____	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, Contractor 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 "Contractors 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 Contractors List for the Pinellas Suncoast Transit Authority.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title