

Request for Proposal

RFP # 15-011P

Uniform Rental, Purchase, Related Products & Services



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



SUBMIT PROPOSAL TO:	Pinellas Suncoast Transit Authority c/o John Samarkas Attn: RFP No. 15-011P 3201 Scherer Drive St. Petersburg, FL 33716	REQUEST FOR PROPOSAL RFP No. 15-011P Uniform Rental, Purchase, Related Products & Services
Contact Person: John Samarkas, Purchasing Buyer, JSamarkas@psta.net, 727-540-1862		

Procurement Schedule:
#1 – Issue Date: Thursday, April 23, 2015
#2 – Non-Mandatory Pre-Proposal Meeting: Wednesday, April 29, 2015 at 10:30 a.m. EST.
#3 – Deadline for Questions: Thursday, May 7, 2015 by 2:00 p.m. EST by email.
#4 - Response to Questions: Tuesday, May 12, 2015 p.m.
#5 - Proposal Due: Thursday, May 21, 2015 by 2:00 p.m. EST
#6 – Oral Presentations – Product Demonstrations: To be determined.
#7 - Board Approval: Wednesday, June 24, 2015

<p>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.</p>
<p>Duration of Offer: All proposals shall remain in effect for a minimum of ninety (90) days from the proposal opening date. Offers that allow less than ninety (90) days for acceptance by PSTA will be considered non-responsive and will be rejected.</p>
<p>Non-Mandatory Pre-Proposal Meeting: All interested Proposers should attend the pre-proposal conference. The meeting will begin at the above address in the main Administration building. Questions may be discussed with Pinellas Suncoast Transit Authority at this meeting. Oral explanations provided by PSTA will not be binding until they are produced in writing by PSTA and issued as Addenda. Only questions submitted in writing will be considered as possible addenda.</p>
<p>Submittal Instructions: Place label in front of your sealed proposal envelope or package. Label should contain proposal number, proposal title, opening date and time, and the name of the company submitting the proposal.</p> <p>Number of copies required: <u>One (1) original, eight (8) copies and one (1) CD or USB Flash Drive</u> shall be enclosed and sealed in envelope(s) with the Proposer’s official name. The original proposal must be clearly marked as “Original”.</p>
<p>Addenda: From time to time, addenda may be issued to the Request for Proposal. Any such addenda will be posted on Pinellas Suncoast Transit Authority’s (PSTA) web site, www.psta.net. Before submitting your proposal 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 proposal package.</p>



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SECTION 1: GENERAL PROPOSAL REQUIREMENTS

STATEMENT OF WORK – OVER VIEW: PSTA is seeking qualified proposers for our uniform rental, uniform purchase, related products and services detailed in Section 2 and Section 3. Rented uniforms are provided to approximately 88 employees and purchased uniforms to approximately 408 employees.

1.1 SEALED PROPOSALS: All proposal sheets and the original forms must be executed and submitted in a sealed envelope. (Original in one envelope and each copy in separate envelopes). All proposals are subject to the conditions specified herein. Proposals that do not comply with these conditions are subject to rejection.

1.2 MEET-ME PRE-BID CONFERENCE CALL IN

There will be a non-mandatory Pre-Proposal meeting as stated in #2 of the Procurement Schedule, page ii.

Those interested and cannot attend in person are encouraged to 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.

1.3 UNIFORM SAMPLES: A complete set of samples shall be submitted with each proposal. Each sample shall include specified styles. Samples submitted to demonstrate the styles being proposed do not need to be the colors which are specified, however it shall be understood the styles when purchased shall be in the specified colors. Color swatches shall be provided to demonstrate colors being proposed. Samples shall be submitted for Rental and Purchase in separate package and labeled.

1.4 GENERAL FORMAT: In preparing the proposal, please duplex print all sections to reduce paper consumption and use recycled products, where feasible. Proposals 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 proposal should be clearly labeled and tabbed for easy reference.

The proposals shall:

- Contain concise written materials that enable the reviewer to clearly understand the Proposer's capabilities and approach to the RFP.
- Specifically describe the Proposer's role in relationship to its subcontractors and shall describe the interfaces with said subcontractors.
- Reflect a level of understanding of the work required.

If a Proposer's submittal does not all fit in one box, please mark the boxes accordingly (example – Box 1 of 2, Box 2 of 2).

A) Cover Letter:

- A cover letter transmitting the proposal must be submitted and dated. The letter must indicate that the Proposer agrees to be bound by the proposal without modifications, unless mutually agreed to upon further negotiations between PSTA and the Proposer.



- 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 Proposer during the period in which PSTA is evaluating proposals. The cover letter shall also identify the legal form of the firm. 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 Proposer should specifically describe the Proposer's role in relationship to its subcontractors and shall describe the interfaces with said subcontractors.
- 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.
- The cover letter shall state if the proposer is submitting the proposal for Rental, Purchase or Both.

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

C) References: Proposers must provide a minimum of four (4) references per scope of services. The reference will contain the companies name, address, phone number, point of contact, the size of the services, products and description. References should be for similar or related projects that proposed key staff members for this project have worked.

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

E) Late Proposals or Withdrawal of Proposals

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

1.5 PUBLIC RECORDS

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

1.6 INTERPRETATION OF RFP 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 RFP must be sent in writing (mail, e-mail, or fax) 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 proposal. All such addenda shall become part of the contract documents. PSTA will not be responsible for any other explanation or interpretation of the proposed proposal made or given prior to the awardee of the contract. PSTA will be unable to respond to questions received after the specified time frame. If no request for clarification is submitted by the Proposer all conditions and requirements contained within are accepted and understood by the Proposer.



1.7 ADDENDUM TO RFP

If it becomes necessary to revise this RFP, an addendum will be posted to PSTA's website.

1.8 TYPE OF CONTRACT

PSTA intends to award a firm, fixed price contract. The services of the Proposer will be based on the Specifications (or Statement of Work) as outlined in Section 2 and Section 3 of this RFP.

1.9 FORMS

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

- ATTACHMENT 1 – Acknowledgement of Addenda
- ATTACHMENT 2 – Proposer Information Form
- ATTACHMENT 3A – Proposal Form – Rental
- ATTACHMENT 3B – Proposal Form - Purchase
- ATTACHMENT 4 – Non-Collusion Affidavit
- ATTACHMENT 5 – Certification of Restrictions on Lobbying
- ATTACHMENT 6 – Disclosure of Lobbying Activities
- ATTACHMENT 7 – Certification of Proposer Regarding Debarment, Suspension, and Other Responsibility Matters
- ATTACHMENT 8 – Certification of Lower-Tier Participants (Subcontractors) Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
- ATTACHMENT 9 – DBE Participation Form
- ATTACHMENT 10 – DBE Good Faith Efforts Documentation Form
- ATTACHMENT 11 – Proposer DBE Payment Report
- ATTACHMENT 12 – E-verify Affidavit
- ATTACHMENT 13 – Proposer's Statement on Sub-Proposers
- ATTACHMENT 14 – Drug Free Workplace Program
- ATTACHMENT 15 – Proposer's and Lower Tier Participant's Reference Form
- ATTACHMENT 16 – Offer and Award
- ATTACHMENT 17 – Statement of No Proposal
- APPENDIX B – EXCEL SPREADSHEET – PROPOSAL FORM



SECTION 2: RENTAL - UNIFORM SPECIFICATIONS

Uniforms, Mats and Shop Towels

2.1 SCOPE OF WORK

PSTA is requesting proposals from qualified Proposers capable of providing quality, efficient and cost effective rental service for uniforms, floor mats, and shop towels. The following Scope of Work contains tasks necessary for providing the Uniform Rental Services that meets PSTA’s needs.

Upon award the successful proposer will have (60) sixty days to size and furnish all employees with new uniforms, logos and tags. Pickup and delivery services will be provided (1) one time a week. Any additional new employees, over the life of the contract, will be furnished with new uniforms with (10) ten working days of initial request. The below describes the required minimum services.

- A. Uniform Rental set is considered (1) one pants/shorts and (1) shirt.
- B. Services will be supplied weekly and charged at a flat monthly rate.
- C. Unless otherwise stated in the Specifications, all goods to be supplied to PSTA shall be from new, unused, and of current stock.
- D. At no cost to PSTA, Proposer shall provide regularly scheduled deliveries of merchandise, freshly processed, repaired, and finished in accordance with generally acceptable standards of the textile rental industry. Proposer will replace merchandise worn out through normal wear and tear.
- E. The proposer will maintain all garments in a new and first class condition by cleaning and making necessary alternations.
- F. Workmanship shall be of first class commercial quality to produce clean, dry, uniforms of good general appearance. It shall be performed with handiwork, safe cleaning substances, and heat conditioning determined to promote extended serviceability of the uniforms.
- G. On an as needed basis, shop towels shall be provided. All towels are to be of good quality and utility (100% cotton) and shall be subject to PSTA approval. “Rags” are not acceptable.
- H. There are approximately 88 uniformed positions. Employees shall be provided uniforms per the following: Fleet - 9 sets, Facilities - 11 sets, Service - 11 sets, and Superintendents - 11 sets.

Uniform Rental – Estimated Quantities

Division	# of Employees	Changes Per Week	Shift Colors	Uniform Colors
Fleet	54	4	Navy w/lime green reflective stripes	Navy
Facilities	12	5	Light Blue and/or gray	Navy
Service	18	5	Navy and/or gray with green reflective stripes	Navy
Superintendents	4	5	TBD	TBD
386 changes x 52 weeks =			Yearly Usage	20,072



**Safety Mats, Shop Towels and Bar Mop Towels
 Estimated Quantity**

INV	# Per Week	DESCRIPTION	Annual Quantity	UM
6	3	Safety Mats (Black Steady Step) 4 X 6	156	EA
16	8	Safety Mats- Dark Gray 3 X 4	416	EA
8	8	Safety Mats - E-Series 3 X4	208	EA
8	4	Safety Mats- E-Series 4 X 10	104	EA
4	2	Safety Mats (Black) 3 X 5	130	EA
400	200	Shop Towel - Red 18 X 18	10,400	EA
800	400	Bar Mop Ribbed White Towels 12 X 12	20,800	EA

The Proposer shall provide the requested services in accordance with the below instructions:

Emblems and name tags will be a one-time charge at the contract award date or new employee hire. New uniforms, towels, mats, and related items shall be supplied annually. **There is no exception to this requirement.** If it is determined that a uniform turned in for repair is not repairable, the replacement will be at the selected Proposer’s expense. Grade B or slightly used uniforms (without holes, tears, rips, and stains) that meet the performance standards of PSTA may be supplied for damaged, lost, or worn items during the contract period. **There shall be no charge for replacement of soiled uniforms.** Uniforms shall be clean, neat appearing, dry and odor/mildew free. Normal wear items such as buttons, tears, reflective strip and seams shall be repaired to original performance standards. Failure to keep uniforms in proper repair, neat appearance and render prompt service as specified shall be cause for cancellation of this contract.

2.2 UNIFORM MEASUREMENTS

Upon notification of award, the successful Proposer shall immediately arrange to measure all employees who are to be furnished uniforms. PSTA shall provide a schedule for measuring employees. The Proposer shall provide qualified personnel to take measurements in accordance with the work schedules in effect at the time of contract award. Since some employees will be absent at the time measurements are scheduled, the proposer shall coordinate directly with PSTA to insure that all employees are measured no later than thirty (30) days of contract award. Measurements may need to occur during off peak or outside normal working hours/days. Measuring shall be conducted at the PSTA Maintenance Dept. located at: 3201 Scherer Drive, Saint Petersburg, Florida, 33716.

Any garment received that is incorrectly fitted because of Proposer’s measurement error or factory delivery error must be exchanged for the correct size. The Proposer will be responsible for, and is to include in the quoted price, alterations required to adjust or finish length of pants and length of sleeves of shirts and jackets.

ALL UNIFORM SHIRTS AND PANTS SHALL BE PROVIDED IN BOTH MEN’S CUT AND LADIES’ CUT STYLES.

There shall be no additional charge or cost for uniforms considered extra size, extended size, big & tall size, plus size, small size, or any other size which may mean to be outside the “normal” size.

- A. Adequate Stocking Quantities - The Proposer will maintain adequate stock of uniform items to insure proper execution of contract. Upon startup of contract, the selected Proposer will measure all employees for uniforms and will maintain a file on sizes for replacement uniforms as needed. New shirts will be supplied with the following embroidered emblem and patches.
 - Size changes will be made as needed at no additional cost to PSTA.



- B. Emblem, Patches, Logos and Labels – shall be a patch (matching the color of shirt) with white lettering. Patch size is 3 ¾” long by 1 ¾” wide, the lettering size shall be ½” and read PSTA’s name. This patch shall also include PSTA’s logo artwork, which will be provided to the awardee. Iron-on patches may be supplied, but they must also be sewn on. Name patches will be located above the right shirt pocket with the employee’s name. Final location of logo will be determined by the Director of Maintenance.
1. Successful Proposer will be responsible for the production of all patches, logos, emblems, etc. PSTA will provide logo to the successful Proposer. Approval of the prototype of the patch must be obtained by PSTA prior to production. All patches/emblems shall be permanently attached to prevent peeling or detaching from uniforms. If detaching or peeling does occur, the proposer agrees to repair the emblem and reattach it in a suitable manner.
 - PSTA will provide logo to the successful Proposer. Approval of the prototype of the patch must be obtained by PSTA prior to production.
 2. All garments will be finished with a woven (not printed) label, permanently affixed. It will include the fiber content of the fabric and identification of brand, as well as garment care instructions. Use of monofilament to secure patches is not acceptable.
 3. All garments shall have the employee’s name, location, and date of issue permanently affixed in an inconspicuous place to prevent loss or theft. Proposer may choose to use a bar coding system, however all employees should be able to identify their own garments.
 - The Proposer must use a tape or label that will not come off, erase or wash out.
- C. Reflective Striping - Where specified as needing reflective striping, only garments certified and labeled as ANSI/ ISEA 107-2004 or later version personal protective safety apparel will be considered. Performance Class 2 or 3 meet the requirements per the ANSI Standard for High Visibility Safety Apparel and Headwear. Reflective safety stripes shall be lime green in color located on work shifts only. Layout of reflective striping shall be approved by PSTA’s Director of Maintenance.
- Works shifts which experience reduced reflectivity due to wear shall be replaced by the Proposer with new work shirts at no additional cost. The Proposer shall factor the nature of work the garments are subjected to in relation to replacement of work shirts.

2.3 RENTAL CHANGES

The Proposer’s route representative shall be notified when any employee is discontinued and the employee's name shall immediately be deleted from the billing ticket and rental payments stopped. Uniform rental will be paid for an employee who is absent from work for two (2) weeks or less. When an employee is absent from work for more than two (2) weeks, the Proposer’s route representative shall be notified and rental payments stopped.

PSTA reserves the right, with proper notice to the Proposer, to delete from the uniform rental schedule an employee who may be on an extended leave. PSTA shall not be billed for that employee’s uniform during that time. Also no re-instatement charge will be billed when that employee returns to work. New employees will not be charged for an initial setup fee and will be furnished new uniforms at the contracted prices.

- A. Shortages – Any shortages ‘MUST’ be delivered the following working day after uniform delivery or error in count is found.



- B. Cleanliness - Any uniform deemed to be unsanitary, unclean or that have an odor present. The Proposer shall provide corrected uniforms the following working day at no additional cost to PSTA.

2.4 BALANCE OF LINE

Shall include new products, supplies and equipment that are not requested in this Request For Proposal, but are within the scope of products available from the awardee(s). Proposers are to state the percent of discount from the MSRP. Zero (0%) discounts will NOT be accepted. Proposer (s) must bid a single firm fixed percentage discount, ex: 14% is acceptable, 14.075% is NOT. Additions shall be submitted as they occur. Deletions and discontinued items shall be reported by proposal awarded Proposer (s) as they occur with recommendations of replacement products. Documentation such as brochures and catalogs on upgraded and new products will be supplied to PSTA as needed as no charge to PSTA. Discounts submitted shall include all delivery charges for FOB Destination with inside delivery and installation (if needed) to any PSTA location. Additional charges for delivery will not be accepted.

2.5 CONDITION OF MATERIALS AND PACKAGING

All items furnished must be new and free from defects. No others will be accepted under the terms and intent of this proposal. All containers shall be new and suitable for storage or shipment, and price proposal shall include standard commercial packaging.

- A. Counts - Proposer shall perform an individual count of garments to be documented and approved. A copy of the documentation must be matched with the delivery count of the following days' delivery.
- B. Missing Items - Proposer shall notify PSTA of lost or missing items, especially uniforms, by the close of the next business day.

2.6 UNIFORM LOSS AND RUIN

- A. Merchandise supplied by the Proposer under this contract is the property of the Proposer. PSTA will pay for merchandise that it has lost or damaged, except through normal wear and tear, and is not responsible for loss by the Proposer.
- B. The Proposer shall provide a weekly report to the Superintendent of Inventory Control on all exceptions submitted by the employee. The Superintendent of Inventory Control will authorize the exception within 7-10 business days.
- C. PSTA will pay for all loss and damage charges to the Proposer in agreement with the Replacement Cost per unit price detailed in the pricing section of this RFP. Replacement costs shall be based on the unused portion of the useful life of the garment on a straight-line depreciation basis. A separate monthly Loss and Ruin invoice is required. Replacement cost is not to be included on the flat monthly fee invoice.
- D. Loss of Uniforms – If the Proposer discovers uniform losses by an employee the Proposer will notify PSTA when a loss is discovered and will request status from PSTA within 5 business days. PSTA will assist with the recovery.
- E. The cost of all normal repairs shall be included in the monthly fee. The Proposer is required to make all repairs in a good workmanship manner, to the satisfaction of PSTA.

2.7 INSPECTION AND TESTING

Uniform garments must be in full compliance with the specifications contained in the contract. The Superintendent of Inventory Control will perform or have performed random inspection for contract compliance. PSTA will periodically send samples to an independent laboratory for random testing to determine if harsh chemicals have been used in the laundering process that may have adverse effects on



personnel or garments. Use of chemicals that are in violation of any laws and regulations regarding this service will be cause for contract cancellation with the Proposer assuming all liability arising from such violation. Non-compliance with Contract garment specifications will be subject to termination.

- No starch or similar product is to be used.

2.8 REPAIRS

The Proposer shall maintain all rental uniforms in a reasonable condition; this includes replacement of buttons and repairing all rips. PATCHING DAMAGED AREAS WILL NOT BE ACCEPTABLE. Damages due to work related activities, such as burn holes from welding, heavy soiling from painting, rips or tears due to snags on work materials or equipment will not be considered as willful abuse and will be repaired by the Proposer. The interpretation and definition of reasonable condition, as used herein, shall be unconditionally that of PSTA and the Proposer shall unconditionally accept said interpretations. In the event a garment is beyond repair, the Proposer will be required to replace the garment with a new garment at no cost.

Repairs shall be made in accordance with the following instructions:

- A. PSTA need not identify the items needing repair. However, “hard to find” and “over-looked” repairs shall be identified by means of a repair tag supplied by the Proposer. The repair tag shall be placed on the garment lapel. All clean uniforms returned from the laundry requiring repair will be kept separate from soiled ones and returned. “No Charge” is to be made for corrective actions.
- B. Tears and rips may be repaired without cloth backing if completed closure can be made.
- C. Repairs will be made to the crotch area.
- D. Broken zippers will be repaired or replaced with equivalent quality and color.
- E. Broken, bent, or missing buttons will be replaced with equivalent quality, type and color.

2.8.1 Damage - Any garment believed to be intentionally damaged by a PSTA employee must be shown to the Supervisor at the time of pick up and noted on the weekly statement. Damaged garments not noted on the statement and initialed by the Supervisor will not be paid for by PSTA.

2.9 REPORTS

On a monthly basis, Proposer will email an Employee Uniform Use Status Report, (to include Loss and Ruin data) in MS Excel format to the Superintendent of Inventory Control or his / her designee.

2.10 DELIVERY

PSTA requires once a week pickup and delivery, every week, Monday through Friday. Normal pickup and delivery service will be furnished one (1) time a week. This shall be the same day of the week and time every week. Normal work hours for pickup and delivery are between 7:00 a.m. and 2:00 p.m. EST.

Delivery of uniforms will be to:

Pinellas Suncoast Transit Authority (PSTA)
Maintenance Department
3101 Scherer Drive North
St. Petersburg, FL. 33716

- A. Special arrangements and notices are to be furnished to PSTA’s Superintendent of Inventory Control for holiday week deliveries.
- B. The schedule shall be reviewed and approved by PSTA prior to commencement of work.
- C. All changes to this schedule must also be reviewed and approved by PSTA.



Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location. Successful Proposer(s) will be responsible for making any and all claims against carriers for missing or damaged items.

PSTA requires signed weekly pickup/delivery tickets, signed by PSTA's staff and the Proposer's delivery personnel.

2.10.1 Holiday and Vacation days - The Proposer shall arrange to schedule delivery either the day before or the day after a holiday in order to maintain the once a week pickup and delivery schedule. Proposer is required to notify PSTA on which day (before or after the holiday) they have chosen, at least one (1) week prior to the holiday.

PSTA provides an average 12 vacation days (minimum) per year and allows 12 days of sick leave per year. These figures should be taken into consideration in computing the proposal prices. Credit for employees on leave, vacation and/or holiday should be included as part of your weekly proposal price.

2.10.2 PSTA's Observes the following Holidays:

- New Year's Day
- Martin Luther King, JR. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas

2.11 WARRANTY

Unless otherwise specified the Proposer shall declare any warranty service and replacements that will be provided during and subsequent to this contract. Proposer must explain on an attached sheet to what extent warranty and services are provided.

2.12 UNIFORM MATERIAL SPECIFICATIONS - RENTAL

A. Industrial Work Shirts

1. 65% Polyester/35% Cotton
2. Collars shall be lined, with collar stays
3. Shirts shall have button fronts
4. Short or long sleeve or combination, employee choice
5. Shirts shall have two pockets, with buttonhole on both pockets.
6. Available color: Navy
7. Colors are subject to change depending upon availability and choices available from the successful proposer.

B. Industrial Work Pants - Men

1. 65% Polyester/35% Cotton
2. Regular Cut
3. Pockets on front and rear
4. Zippered fly
5. No cuffs



6. Belt loops shall be wide enough to accommodate 2 ¼" belt
7. Available color: Navy

C. Industrial Shorts - Men

1. 65% Polyester/35% Cotton
2. Full cut Nine (9) inch length from crotch
3. No cuffs
4. Belt loops shall be wide enough to accommodate 2 ¼" belts
5. Zippered fly
6. Permanent Press
7. Bar tacked at points of stress
8. Available color: Navy.
9. Colors are subject to change depending upon availability and the choices of the successful Proposer.

D. Shirt, Executive, Short & Long Sleeve

1. Cotton/Polyester blend (60/40)
2. Oxford style, button down collar
3. Full placket front, left front chest pocket
4. Button front closure
5. Set in sleeves, long sleeve with button cuff
6. All edges finished, double stitching at stress points
7. Colors are subject to change depending upon availability and choices of the successful Proposer.

E. Industrial Workpants - Women

1. Side-Elastic
2. Polyester/Cotton blend (65/35)
3. Elastic inserts in sides of waistband
4. Zippered front, belt loops
5. Front pockets, set-in back pockets
6. All edges finished, double stitching or bar tacking at stress points
7. Available color: Navy
8. Colors are subject to change depending upon availability and the choices of the successful Proposer.

F. Industrial Shorts – Women

1. Polyester/Cotton blend (65/35)
2. Traditional fit
3. Two front and back pockets, button closure on back pockets
4. Jean-style waistband
5. Colors are subject to change depending upon availability and the choices of the successful Proposer

F. Safety Mats

1. Black Steady Step – 4 X 6 Feet
2. Dark Gray – 3 X 4 Feet
3. Black – 3 X 5 Feet
4. E-Series - 3 X 4 Feet
5. E-Series - 4 X 10 Feet



G. Shop Towels - Red Rags, 100% cotton, 18 x 18 inches

H. Bar Mops - Ribbed White Towels 12 X 12 inches

I. Microfiber Towels - Blue Microfiber Towels, 100% Microfiber, 80% polyester/20% polyimide.

END OF UNIFORM RENTAL SPECIFICATIONS



SECTION 3: PURCHASE - UNIFORM SPECIFICATIONS

3.1 SCOPE OF WORK

PSTA is requesting proposals from qualified Proposers capable of providing quality, service and cost effective uniform purchasing, uniform rental & related service for various PSTA's Departments and Divisions.

Upon award the successful Proposer will have (30) thirty days from date order is placed, to size and furnish employees with uniforms, logos and tags. **Orders are to be shipped complete; any backorders must be approved in advance by PSTA.** Any back ordered items will be delivered within forty-five (45) calendar days from the date of original order. Any errors in executing the orders, e.g. wrong size delivered from the order, shall be at the cost of the Proposer

- A. Proposer shall be able to supply various types of clothing used by PSTA.
- B. Prices for all shirts, blouses, jackets, and caps (except as noted) shall include the embroidery or silk screening of the PSTA logo and the department's name below it.
- C. Unless otherwise stated in the Specifications, all goods to be supplied to PSTA shall be from new, unused, and of current stock.
- D. Proposer shall be available throughout the duration of the contract to supply uniforms to employees on an as-needed basis.
- E. All uniforms supplied shall be in both male and female styles where appropriate.
- F. Workmanship shall be of first class commercial quality. Any garments that are delivered with fabric flaws, ink, loose stitching or other unsatisfactory workmanship will be exchanged or repaired and reshipped to PSTA within thirty (30) calendar days from the date such items are returned, at no cost to PSTA.
- G. PSTA will provide an order form to each employee per department at the time the order is placed.
- H. Orders will be faxed or emailed by an authorized PSTA representative. Secure online ordering capabilities are required.
- I. The proposer shall have a local area representative available to resolve problems via visits to PSTA locations, two times per month or every two weeks.

3.2 ESTIMATED QUANTITIES

Each employee is allotted (3) three pants and (5) shirts of various styles per year:

The usage is estimated and is not a guarantee of the number of uniforms that are to be purchased. Quantities are for guidance only and for evaluating the RFP.

Department / Division	# of Employees
Operators (Drivers)	380
Transportation Supervisors, (Supervisors)	23
Safety and Training	4
Customer Service Representatives (CSR's)	20
Estimated Yearly Usage Pants:	1281
Estimated Yearly Usage Shirts	2135



3.3 UNIFORM MEASUREMENTS

Proposer shall be solely responsible for securing all necessary measurements (waist, inseam, sleeve length, and neck) at mutually convenient times to be arranged between the Proposer and PSTA employees.

- Adequate Stocking Quantities - The Proposer will maintain adequate stock of uniform items to insure proper execution of contract. Upon startup of contract, the selected Proposer will measure all employees for uniforms and will maintain a file on sizes for replacement uniforms as needed.

3.3.2 Hemming of Pants - shall include the measuring of inseam, cutting of excess cloth and the sewing of the folded up hem with thread which matches the item being altered. Included with product cost.

3.3.3 Alterations – shall be completed in a timely manner not to exceed thirty (30) calendar days from date of alteration request. Included with product cost.

- Emblem, Patches, Logos and Labels
 - A. The official PSTA logo will be provided to the awarded Proposer/s. The logo will be used on all articles where the logo is mentioned in this solicitation. The logo should be no less than 2-1/2" across and shall not be modified without written instruction from PSTA.
 - B. Emblems to be sewn and/or embroidered on uniforms, they shall be provided by the proposer and include the "PSTA logo", "Safe Driver" and "Proud Professional" patches in coordinating colors. The union will provide the Proposer with the "Union Patch" this applies to Drivers that are in the Transportation Dept.
 - C. The "PSTA logo" patch/embroidery above left chest pocket, "Proud PSTA Professional" patch on right sleeve, "Safe Driver" patch on right sleeve over Proud Professional patch and "Union Patch" added if specified; embroidery for Polo Shirts with "PSTA logo" above left chest pocket, and two lines of type under the logo with "Pinellas Suncoast Transit Authority", department name or position shall be on the left side of shirt below PSTA logo example "Transportation Supervisor".
 - D. The Art Work for "PSTA logo", the "Safe Driver" and "Proud Professional" patches are digitized and will be provided by PSTA to the awardee/s.
 - Colors and Design for PSTA logo are as follows: (see Appendix A)

Stitch Count: 6,121	Left: -1.6 inches
Width: 3.2 inches	Top: .9 inches
Height: 1.7 inches	Right: 1.6 inches
Color Changes: 3	Bottom: -9 inches

5220 or 5050A, 3544 royal blue and white (item numbers mentioned are by: ARC (Ackermann) / Madeira). Font used for Company Name is: Clarendon.

3.4 UNIFORM SIZING

The sizing of all uniform items will directly correspond to the American Sizing Standards as follows:

- A. Men's Shirts: 14, 14 ½, 15, 15 ½, 16, 16 ½, 17, 17 ½, 18, 18 ½, 19 thru 22.
- B. Men's Pants: 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, and 60.
- C. Women's Shirts: 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 23, and 24 thru 28.



- D. Women's Pants: 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 23, 24 thru 28.
- E. Women's Skirts: 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 23, and 24 thru 28.

3.5 SUBSTITUTIONS

Substitution of brands or models may be considered during the contract period for discontinued items. The Proposer shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent of PSTA's Purchasing Division prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitute items shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

- 'Or Equal' - The technical specifications contained herein are used to describe fabrics and materials which will meet the appearance, durability and wearability standards of PSTA. Minor deviations may be granted by PSTA for equal fabrics and materials (referred to as "Or Equal"). However, each Or Equal substitution must be accompanied by a narrative summary which describes the comparative qualities of the original and the proposed substitution (Or Equal). PSTA may request further documentation or laboratory testing for Or Equal substitution. PSTA reserves the right to reject or accept any or all Or Equal substitutions, and PSTA shall be the final authority in determining their suitability for use.

3.6 UNIFORM CHANGE

In the event of a change in uniform requirements resulting in the necessity for the addition of a different type of uniform garment that does not appear on the proposal form, the Purchasing Division, at its sole discretion, shall negotiate with the successful proposer, a mutually acceptable unit price, subject to approval. This negotiated price shall become part of this proposal and remain in effect for the duration of the contract. The successful proposer shall be responsible for submitting on company letterhead confirmation of the negotiated prices. This shall be done by listing the catalogue number, manufacturer and the negotiated price. If both parties are unable to negotiate a fair and reasonable market price, PSTA reserves the right to solicit proposals from other companies.

3.7 ADDITIONAL SERVICES

Periodically, additional services may be required of the awarded Proposer (s), these services may be sub-contracted. The ordering of any one of the additional services shown below shall not affect the required delivery time. All services are to be performed in a manner consistent with the industry standards.

- A. In addition to the embroidery of PSTA's logo and department name, PSTA may require additional embroidery on shirts, jackets, and caps. Embroidery thread must be colorfast high quality rayon or polyester, with no loose threads.
- B. PSTA may require the application of reflective tape to certain uniform items in order to increase visibility amongst uniform wearer. Proposer shall provide and sew on products in silver/gray, fluorescent green and orange. Available in 2" and 3" wide strips. 3-M Scotchlite or approved equal.
- C. Proposer shall provide for the sewing of PSTA provided patches. Patches shall be sewn on with matching color thread around the full perimeter of the patch and in a manner that the patch will be permanently affixed to the uniform. There shall be no loose threads allowed.



3.8 DELIVERY

All garments shall be delivered to PSTA 'FOB DESTINATION' to the following address:

Pinellas Suncoast Transit Authority (PSTA)
Attn: Transportation Department
3101 Scherer Drive North
St. Petersburg, Florida 33755

PSTA will not pay shipping, freight or handling charges.

3.9 UNIFORM MATERIAL SPECIFICATIONS – PURCHASE

A. SHIRTS, POLO and BLOUSES

Item 1 - Men's Professional Short Sleeve Shirt w/2 Pocket Flaps - Drivers

Color: White and Tan/Khaki.
Fabric: Poplin 65%, Dacron Polyester 35%. Combed Cotton fast color. Permanent press.
Sizes: S, M, L, XL, XXL, XXXL.
Style: Banded collar uniform shirt, split collar sizes. With Extra Long Tails.
Fronts: Six (6) button placket front.
Pockets: Breast pockets and flaps: Shirt has right and left breast pockets with flaps. Pencil slot: left breast pocket and flap have a 1 " pencil slot.
Collar: Banded collar shall have non-woven starch absorbent permanent press lining.
Special Instructions: Patch sewn with PSTA logo above left chest pocket.

Item 2 - Men's Professional Long Sleeve Shirt w/Two Pocket Flaps - Drivers

Color: White and Tan/Khaki.
Fabric: Poplin 65%, Dacron Polyester 35%. Combed Cotton fast color. Permanent press.
Sizes: S, M, L, XL, XXL, XXXL.
Style: Banded collar uniform shirt, split collar sizes. With Extra Long Tails.
Fronts: Six (6) button placket front.
Pockets: Breast pockets and flaps: Shirt has right and left breast pockets with flaps. Pencil slot: left breast pocket and flap have a 1 " pencil slot.
Sleeves: One piece design with barrel cuffs.
Collar: Banded collar shall have non-woven starch absorbent permanent press lining.
Special Instructions: Patch sewn with PSTA logo above left chest pocket.

Item 3 – Men's Short Sleeve Polo Shirt – Drivers

Color: Gray and Tan/Khaki.
Fabric: Stay-dry wicking.
Sizes: S, M, L, XL, XXL thru 5X.
Pockets: One (1) open pocket, left chest only.
Special Instructions: Embroidered with PSTA logo above left chest pocket, and two lines of type under the logo with "Pinellas Suncoast Transit Authority".



Item 4 – Men’s Short Sleeve Polo Shirt – Drivers

Color: Jade.
Fabric: 7 oz. 60 % cotton / 40 % polyester pique, 3 button placket, side vents, extended tail, half-moon yoke, double needle stitched seams, pocket.
Sizes: S, M, L, XL, XXL thru 5X.
Pockets: One (1) open pocket, left chest only.
Special Instructions: Embroidered with PSTA logo above left chest pocket, and two lines of type under the logo with "Pinellas Suncoast Transit Authority".

Item 5 - Men’s Cotton Twill Short Sleeve Shirt - Safety & Training

Color: Various.
Fabric: Men’s 6oz. 100% cotton twill shirt. Short Sleeve
Sizes: S, M, L, XL, XXL, XXXL.
Fronts: Seven (7) button placket front.
Pockets: Left chest pocket with button.
Collar: Button-down collar.
Special Instructions: Embroidered with PSTA logo above left chest pocket, and two lines of type under the logo with "Pinellas Suncoast Transit Authority".

Item 6 - Men’s Cotton Twill Long Sleeve Shirt - Safety & Training

Color: Various.
Fabric: Men’s 6oz. Cotton twill shirt. Two-button cuff and yoke back.
Fronts: Seven (7) button placket front.
Pockets: Left chest pocket with button.
Collar: Button-down collar
Special Instructions: Embroidered with PSTA logo above left chest pocket, and two lines of type under the logo with "Pinellas Suncoast Transit Authority".

Item 7 – Men’s Oxford Short Sleeve Shirt - Supervisors

Color: Light Blue.
Fabric: Oxford Weave 40% Dacron Polyester / 60% Combed Cotton, fast color. Permanent press.
Style: Dress style with soft button down collar, extra-long tails.
Pockets: To have one (1) open pocket, left breast only.
Special Instructions: Embroidered with PSTA logo above left chest pocket, and two lines of type under the logo with "Pinellas Suncoast Transit Authority" and below "Transportation Supervisor".

Item 8 – Men’s Oxford Long Sleeve Shirt - Supervisors

Color: Light Blue.
Fabric: Oxford Weave 40% Dacron Polyester / 60% Combed Cotton, fast color. Permanent press.
Style: Dress style with soft button down collar, extra-long tails.
Pockets: To have one (1) open pocket, left breast only.
Sleeves: S - 32" Long, M. - 33-1/2" Long, L - 35-1/2" Long: 32/33, 34/35, 36/37.
Special Instructions: Embroidered with PSTA logo above left chest pocket, and two lines of type under the logo with "Pinellas Suncoast Transit Authority" and below "Transportation Supervisor".

Item 9 – Men’s Short Sleeve Polo Shirt – Supervisors

Color: Blue.
Fabric: Pique, 69% cotton / 31% polyester, dry-fast moisture management, UV protection, striped collar tape, dyed to match buttons, half-moon mesh sweat catch, side vents,



raglan sleeves.
Sizes: S, M, L, XL, XXL thru 5X.
Pockets: One (1) open pocket, left chest only.
Special Embroidered with PSTA logo above left chest pocket, and two lines of type under the
Instructions: logo with "Pinellas Suncoast Transit Authority" and below "Transportation Supervisor".

Item 10 – Men’s Short Sleeve Polo Shirt – Supervisors

Color: White & Maroon.
Fabric: Stay-dry wicking.
Sizes: S, M, L, XL, XXL thru 5X.
Pockets: One (1) open pocket, left chest only.
Special Embroidered with PSTA logo above left chest pocket, and two lines of type under the
Instructions: logo with "Pinellas Suncoast Transit Authority" and below "Transportation Supervisor".

Item 11 – Men’s Short Sleeve Polo Shirt – Safety & Training

Color: Various.
Fabric: 70% cotton/30% polyester, Dry-fast moisture management, UPF 40 skin protection, contrast self-fabric piping, contrast tipped collar, two button placket, dyed to match buttons, half-moon mesh sweat catch, side vents, hemmed sleeves.
Sizes: XS, S, M, L, XL, XXL, XXXL & 4XL.
Special Embroidered with PSTA logo above left chest pocket and two lines of type under the logo
Instructions: with "Pinellas Suncoast Transit Authority" and below this "Safety & Training" spelled out.

Item 12 – Men’s Short Sleeve Polo Shirt – CSR’s

Color: Various.
Fabric: 7 oz. 60 % cotton / 40 % polyester pique, 3 button placket, side vents, extended tail, half-moon yoke, double needle stitched seams, pocket.
Sizes: S, M, L, XL, XXL, XXXL.
Special Embroidered with PSTA logo above left chest pocket, and two lines of type under the
Instructions: logo with "Pinellas Suncoast Transit Authority".

Item 13 – Men’s Long Sleeve Polo Shirt – CSR’s

Color: Various.
Fabric: 7 oz. 60 % cotton / 40 % polyester pique, 3 button placket, side vents, extended tail, half-moon yoke, double needle stitched seams, pocket.
Sizes: S, M, L, XL, XXL, XXXL.
Special Embroidered with PSTA logo above left chest pocket, and two lines of type under the
Instructions: logo with "Pinellas Suncoast Transit Authority".

Item 14 - Ladies Professional Short Sleeve Blouse - Drivers

Color: Various.
Fabric: Ladies 6oz. Cotton twill shirt. Two-button cuff and yoke back.
Fronts: Seven (7) button placket front.
Pockets: Left chest pocket with button.
Collar: Button-down collar.
Special
Instructions: Patch sewn with PSTA logo above left chest pocket.



Item 15 - Ladies Professional Long Sleeve Blouse - Drivers

Color: White.
Fabric: 200 Count Broadcloth, 65% Dacron Polyester, 35% Combed Cotton with permanent press finish.
Style: Long sleeve permanent press, Career Apparel Shirt. Straight Cut Hem.
Pockets: Shall have two pockets.
Special Instructions: Patch sewn with PSTA logo above left chest pocket.

Item 16 – Ladies Short Sleeve Polo Shirt – Drivers

Color: Gray and Tan/Khaki.
Fabric: Stay-dry wicking.
Sizes: XS, S, M, L, XL, XXL thru 4X.
Pockets: One (1) open pocket, left chest only.
Special Instructions: Embroidered with PSTA logo above left chest pocket, and two lines of type under the logo with "Pinellas Suncoast Transit Authority".

Item 17 – Ladies Short Sleeve Polo Shirt – Supervisors

Color: White & Maroon.
Fabric: Stay-dry wicking.
Sizes: XS, S, M, L, XL, XXL thru 4X.
Pockets: One (1) open pocket, left chest only.
Special Instructions: Embroidered with PSTA logo above left chest pocket, and two lines of type under the logo with "Pinellas Suncoast Transit Authority" and below "Transportation Supervisors".

Item 18 – Ladies Short Sleeve Polo Shirt – Drivers & CSR's

Color: Jade (Drivers) – Various (CSR's).
Fabric: 7 oz. 60 % cotton / 40 % polyester pique, 3 button placket, square hemmed bottom.
Sizes: XS, S, M, L, XL, XXL, XXXL & 4XL.
Pockets: To have one (1) open pocket, left chest only.
Special Instructions: Embroidered with PSTA logo above left chest pocket, and two lines of type under the logo with "Pinellas Suncoast Transit Authority".

Item 19 – Ladies Short Sleeve Polo Shirt - Supervisors

Color: Blue.
Fabric: Pique, 69% cotton / 31% polyester, dry-fast moisture management, UV protection, striped collar tape, dyed to match buttons, half-moon mesh sweat catch, side vents, raglan sleeves.
Sizes: S, M, L, XL, XXL, XXXL & 4XL.
Pockets: To have one (1) open pocket, left chest only.
Special Instructions: Embroidered with PSTA logo above left chest pocket, and two lines of type under the logo with "Pinellas Suncoast Transit Authority" and below "Transportation Supervisor".

Item 20 – Ladies Long Sleeve Polo Shirt – CSR's

Color: Various.
Fabric: 7 oz. 60 % cotton / 40 % polyester pique, 3 button placket, square hemmed bottom.
Sizes: XS, S, M, L, XL, XXL, XXXL & 4XL.
Special Instructions: Embroidered with PSTA logo above left chest pocket, and two lines of type under the logo with "Pinellas Suncoast Transit Authority".



Item 21 – Ladies Oxford Short Sleeve Shirt - Supervisors

Color: Light Blue.
Fabric: Oxford Weave 40% Dacron Polyester / 60% Combed Cotton, fast color. Permanent press.
Style: Dress style with soft button down banded collar. Straight Cart Hem.
Pockets: To have one (1) open pocket, left breast only.
Special Embroidered with PSTA logo above left chest pocket, and two lines of type under the
Instructions: logo with "Pinellas Suncoast Transit Authority" and below "Transportation Supervisor".

Item 22 – Ladies Oxford Long Sleeve Shirt - Supervisors

Color: Light Blue.
Fabric: Oxford Weave 40% Dacron Polyester / 60% Combed Cotton, fast color. Permanent press.
Style: Dress style with soft button down collar, extra-long tails.
Pockets: To have one (1) open pocket, left breast only.
Sleeves: The (long) sleeves are to be cut in one piece with separate cuff.
Special Embroidered with PSTA logo above left chest pocket, and two lines of type under the
Instructions: logo with "Pinellas Suncoast Transit Authority" and below "Transportation Supervisor".

B. PANTS and SLACKS

Item 23 - Men's Trousers - Drivers & Supervisors

Color: Navy Blue and Khaki.
Fabric: 100% Dacron Polyester.
Style: The style shall conform to modern updated contour cut uniform trousers. Plain front, two (2) front and two (2) back pockets. The front pockets will have double reinforced bottoms for additional strength and designed so that there will be no "peg" at the hip or baggy seat.
Belt Loops: There shall be a minimum of seven (7) belt loops, including one (1) at the center back for outlet seam. The belt loops are to be sewn into the waistband seam at top and bottom.
Zipper/Closure: Talon (gripper-zipper) #42 brasses or equivalent, will also have metal bottom stop, permanent press treated tape, hook-flex steel waistband closure.

Item 24 - Men's Trousers - Drivers & Supervisors

Color: Navy Blue and Khaki.
Fabric: Cotton - cotton blend Permanent press.
Style: The style shall conform to modern updated contour cut uniform trousers. Plain front, two (2) front and two (2) back pockets. The front pockets will have double reinforced bottoms for additional strength and designed so that there will be no "peg" at the hip or baggy seat.
Belt Loops: There shall be a minimum of seven (7) belt loops, including one (1) at the center back for outlet seam. The belt loops are to be sewn into the waistband seam at top and bottom.
Zipper/Closure: Talon (gripper-zipper) #42 brass or equivalent, will also have metal bottom stop, permanent press treated tape, hook-flex steel waistband closure.

Item 25 – Men's Cargo Shorts – Drivers & Supervisors

Color: Navy Blue and Khaki.
Fabric: Cotton - cotton blend Permanent press.
Style: The style shall conform to modern updated uniform cargo shorts. Plain front, two (2) front and two (2) back pockets and two side pockets. The front pockets will have double reinforced bottoms for additional strength and designed so that there will be no "peg" at



the hip or baggy seat. Length a minimum of ten (10) inches.

Belt Loops:

There shall be a minimum of seven (7) belt loops, including one (1) at the center back for outlet seam. The belt loops are to be sewn into the waistband seam at top and bottom.

Zipper / Closure:

Talon (gripper-zipper) #42 brass or equivalent, will also have metal bottom stop, permanent press treated tape, hook-flex steel waistband closure.

Item 26 – Men’s Shorts – Drivers & Supervisors

Color:

Navy Blue and Khaki.

Fabric:

Cotton - cotton blend Permanent press.

Style:

The style shall conform to modern updated uniform shorts. Plain front, two (2) front and two (2) back pockets. The front pockets will have double reinforced bottoms for additional strength and designed so that there will be no "peg" at the hip or baggy seat. Length a minimum of ten (10) inches.

Belt Loops:

There shall be a minimum of seven (7) belt loops, including one (1) at the center back for outlet seam. The belt loops are to be sewn into the waistband seam at top and bottom.

Zipper / Closure:

Talon (gripper-zipper) #42 brass or equivalent, will also have metal bottom stop, permanent press treated tape, hook-flex steel waistband closure.

Item 27 – Men’s Cargo Trousers – Drivers & Supervisors

Color:

Navy Blue and Khaki.

Fabric:

Cotton - cotton blend Permanent press.

Style:

The style shall conform to modern updated uniform cargo trousers. Plain front, two (2) front and two (2) back pockets and two side pockets. The front pockets will have double reinforced bottoms for additional strength and designed so that there will be no "peg" at the hip or baggy seat.

Belt Loops:

There shall be a minimum of seven (7) belt loops, including one (1) at the center back for outlet seam. The belt loops are to be sewn into the waistband seam at top and bottom.

Zipper / Closure:

Talon (gripper-zipper) #42 brass or equivalent, will also have metal bottom stop, permanent press treated tape, hook-flex steel waistband closure

Item 28 – Men’s Trousers – CSR’s

Color:

Khaki.

Fabric:

100% Fortrel Polyester Comfort Fiber. Plain tropical weave.

Style:

Style shall conform to modern updated contour dress trousers, straight leg, and no flare bottom. Pleated front. To have one (1) dart on each side for shape and fit. Machine wash.

Pocket:

The front pockets are to be hand set, double faced, quarter-top style with a minimum 5-7/8" opening. To be hung to the side seam selvage of the trousers and locked with a bar-tack at the top and bottom of the pocket opening.

The two (2) back pockets to have Reece double piped entry.

Zipper / Closure:

Zipper to be brass zipper with metal slider and bottom stop. Hook flex style waistband closure.

Item 29 - Ladies Slacks - Drivers & Supervisors

Color:

Navy Blue and Khaki

Fabric:

100% texturized polyester. Permanent press.

Style:

To conform to modern updated ladies uniform slacks. To be styled with two (2) front and two (2) back pockets.

Construction:

Right fly lining and crotch piece extension lined with same material as pocketing (to be



one piece and sewn down flat).

Front Closure:

Talon brass zipper #43 with memory lock or equivalent and will also have metal bottom stop, permanent press tape, hookflex steel waistband closure.

Item 30 - Ladies Slacks – Drivers, Supervisors & CSR’s

Color:

Navy Blue and Khaki.

Fabric:

65% Dacron/Polyester, 35% combed long staple cotton.

Style:

To conform to modern updated ladies full cut uniform slacks with regular waistband in fronts and elasticized waistband in back with straight legs.

Pocket:

Two (2) front pockets. Two (2) back pockets will be patch style

Waistband:

Regular waistband in front only; Elasticized waistband (back only)

Front Closure:

Talon brass zipper #42 with memory lock or equivalent, and will also have metal bottom stop, permanent press treated tape.

Item 31 - Ladies Pleated Slacks – Drivers, Supervisors & CSR’s

Color:

Navy Blue and Khaki.

Fabric:

6.70oz Microfiber, Moisture Wicking Fabric.

Sizes:

To be available in the following sizes: Misses 0-18 and Women size 18W – 28W.

Pocket:

Two (2) front pockets, one set in back pocket, hook and eye closure.

Waistband:

Easy Fit Hidden Waistband / Two inches of adjustment.

Front Zipper:

Brass Zipper.

Item 32 - Ladies Short Skirt - Drivers & Supervisors

Color:

Navy Blue and Khaki.

Fabric:

10oz. 100% Polyester.

Sizes:

To be available in the following sizes: Misses 0-18 and Women size 18W – 28W.

Style:

Two side pockets, nylon zipper, elastic back.

Item 33 - Ladies Long Skirt - Drivers & Supervisors

Color:

Navy Blue and Khaki.

Fabric:

7.5oz, 65% Polyester, 35% Cotton.

Sizes:

Misses 0-18 and Women size 18W – 28W.

Style:

35 inches long, two front pockets, one back pocket, button closure, brass zipper.

Item 34 – Ladies Slacks – CSR’s

Color:

Khaki.

Fabric:

100% Textured Polyester. Permanent press. Machine Wash.

Style:

To conform to modern updated ladies uniform slacks, with 2 front and 2 back pockets.

Zipper

Talon brass zipper #43 with memory lock of equivalent and will also have metal bottom stop, permanent tape, hook flex steel waistband closure.

C. JACKETS, SWEATERS, and CAPS

Item 35 – Unisex Jacket

Color:

Navy Blue.

Fabric:

65% Dacron Polyester, 35% Staple Cotton. Permanent press finish.

Sizes & Labels:

XS S M L XL 2XL 3XL.

Reg:

XS S M L XL 2XL 3XL.

Long:

XS S M L XL 2XL 3XL.

Each garment shall be identified with permanent labels that shall show manufacturers



name, garment size, washing instructions, fiber content, garment style number and cut number. All labels are to be sewn to collars self-fabric facing.

- Zippers:** Front closure to be molded tooth zipper or equivalent.
Special Instructions: Embroidered with PSTA logo above left chest pocket, and two lines of type under the logo with "Pinellas Suncoast Transit Authority".

Item 36 – Jacket / 4 Piece Component System - Supervisors

- Color:** Dark Navy Blue.
Fabric, Pockets, Waistband: Outer Shell: 2-ply Taslan Nylon Shell, 360 telescopic sleeves for full range of arm movement, front shoulder fabric flap adds 2nd layer rain barrier, two inverted pleat front patch pockets with top and side entry, hook and loop closure, left pocket pencil opening, front 2 way zipper, lined tunnel collar, adjustable hook and loop closure with elastic, button down cross-stitched epaulets, elasticized waistband, convenient inner pockets two on left one on right, side zipper vents. Zip-out Zipper: Thinsulate, microfiber low denier, access openings to inner jacket pockets, zip off sleeves.
Drop Down Panels: Hi-Vis with 3 inch PSTA in silver reflective.
Sizes & Labels: S, M, L, XL, XXL, XXXL, 4XL & 5XL.
Special Instructions: Embroidered with PSTA logo above left chest pocket, and two lines of type under the logo with "Pinellas Suncoast Transit Authority" and below "Transportation Supervisor".

Item 37 – Windbreaker Jacket – Drivers, Supervisors, CSR's & Maintenance

- Color:** Navy Blue.
Fabric: High grade double strength water-repellent 100% nylon permanent press.
Sizes: S, M, L, XL, XXL, XXXL, 4XL & 5XL.
Lining: Soft 85% acetate / 15% nylon flannel lining.
Style: Two lower front slant pockets with storm flap tops designed to keep out wind and rain. Full cut body and length.
Special Instructions: Embroidered with PSTA logo above left chest pocket, and two lines of type under the logo with "Pinellas Suncoast Transit Authority".

Item 38 – Rain Poncho – Drivers

- Color:** Reversible – Yellow / Blue.
Fabric: Durable PVC Construction, 52" x 80".
Style: Attached hood with drawstrings, Waterproof, full cut for maximum comfort.
Closure: Snap.

Item 39 – V-Neck Long Sleeve Pull Over Sweater – Drivers & Supervisors

- Color:** Navy Blue.
Fabric: Permanent press. Machine wash.
Style: Long sleeve V-neck pullover sweater. To have transfer ribbed cuffs and bottom band. Dropped shoulder armholes for a more natural fit.
Special Instructions: E Embroidered with PSTA logo above left chest pocket, and two lines of type under the logo with "Pinellas Suncoast Transit Authority" and below "Transportation Supervisor" (supervisors only).

Item 40 – V-Neck Sleeveless Pull Over Sweater – Drivers & Supervisors

- Color:** Light Blue.
Fabric: Permanent press. Machine wash.
Style: Sleeveless V-neck pullover. Bottom band. Dropped shoulder armholes for more natural fit.



Special Instructions: Embroidered with PSTA logo above left chest pocket, and two lines of type under the logo with "Pinellas Suncoast Transit Authority" and below "Transportation Supervisor" (supervisors only).

Item 41 – Caps – Drivers & Supervisors

Color: Navy Blue and Black.
Fabric: 100% texturized polyester, gabardine weave.
Mesh: Nylon, Endurlon or equal. Contour fit to conform to front fabric.
Design: Baseball style of five (5) gore construction. Low crown seamless front, double supported with a sewn in Cotton Oznaberg and a polyester or nylon rigid half stay. Available in two styles - mesh and solid fabric.
Sizes: All caps to have an adjustable seven (7) post tab in back to allow for a full range size adjustment and be one size fits all.
Special Instructions: Embroidered with PSTA logo above left chest pocket, and two lines of type under the logo with "Pinellas Suncoast Transit Authority".

Item 42 – Watch / Skull Cap – Drivers & Supervisors

Color: Navy Blue & Black.
Fabric: Acrylic.
Style: Insulated stretch watch cap with fold up brim.
Special Instructions: Embroidered with PSTA logo on fold up brim.

END OF UNIFORM PURCHASE SPECIFICATIONS



SECTION 4: PROPOSAL EVALUATIONS

PSTA reserves the right to accept or reject any or all proposals and may select, and negotiate with one or more Proposers concurrently and enter into a Contract with such Proposer who is determined, by the PSTA, to provide the products and 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.

PSTA’s Selection Committee reserves the right to request additional information from Proposers, to negotiate terms and conditions of the Contract, request oral presentations, product demonstrations or ask Proposers to appear before the Selection Committee to clarify points on their proposal.

Proposals will be opened immediately after the proposal submittal date and time by Pinellas Suncoast Transit Authority, Purchasing Division. The public may attend the proposal opening, but may not immediately review any proposals submitted until PSTA provides a notice of intended decision or 30 days after the opening of the proposals, whichever occurs first. The names of respondents and their proposal amounts will be read aloud at the time of opening. The Selection Committee will evaluate the submittals in accordance with the selection criteria listed below, and will identify and prepare a short-list of the top-rated Proposers to present their products and services. Proposers shall include sufficient information to allow the Selection Committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by the Selection Committee.

Evaluation Criteria:

Rental Uniforms, Mats and Shop Towels and Related Services

Shortlist Evaluation Criteria	Possible Points	Maximum Weight Value
1. Experience, Qualification & References	100	10%
2. Approach to Providing Services	100	20%
3. DBE / MWBE Participation	100	15%
4. Quality of Product	100	30%
5. Price	100	25%

Purchase of Uniforms and Related Services

Shortlist Evaluation Criteria	Possible Points	Maximum Weight Value
1. Experience, Qualification & References	100	10%
2. Approach to Providing Services	100	5%
3. DBE / MWBE Participation	100	15%
4. Quality of Product	100	30%
5. Price	100	40%

Award of this RFP shall be on the basis of the above-outlined evaluation criteria and awarded to the Proposer(s) whose proposal is determined as providing the best value in meeting the interest of PSTA and the objectives of the required services / product, which will be in PSTA’s sole discretion. Notification of all intended decisions shall be posted on PSTA’s website.



SECTION 5: GENERAL CONDITIONS

5.1 RIGHTS OF PSTA IN REQUEST FOR PROPOSAL PROCESS

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

- Disqualify any Proposer in accordance with the General Conditions and the RFP in its entirety.
- Reject any or all of the Proposals, at its discretion
- Remedy errors in the RFP
- Cancel the entire RFP
- Issue subsequent RFP
- Rank firms and negotiate with the highest ranking firm
- PSTA reserves the right to select the proposal that it believes will serve the best interest of PSTA
- Appoint selection committee to review Proposals
- Seek the assistance of outside technical experts to review Proposals
- Approve or disapprove the use of particular Subcontractors and Proposers
- Establish a short list of Proposers eligible for discussions after review of written Proposals
- Solicit best and final offers (BAFO) from all or some of the Proposers
- Determine whether or not a Proposer is a responsible Proposer
- Reject any part of a proposal unless the proposal has been qualified as provided
- Negotiate with any, all or none of the Proposers
- Award a contract to one Proposer
- Accept other than the lowest priced Proposal
- Request any necessary clarifications or proposal data without changing the terms
- Disqualify the Proposal(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer(s)
- Waive any informalities or irregularities in any Proposal, to the extent permitted by law
- Make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation

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



5.2 PROPOSAL PROTEST PROCEDURES

Bid Protest Procedures- Non-Federal Transit Administration Grant.

- A) **Right to Protest:** Any interested party, 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/ED 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 attorney's fees. Upon payment of such costs and charges by the person or firm protesting
- C) **Consideration of Protest:** PSTA's CEO/ED 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 Article. When the CEO/ED is a member of the committee that makes a recommendation or intended decision, the CEO/ED shall designate a Department Director to consider the protest. The CEO/ED 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/ED 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/ED's or his/her designee's decision is final. The CEO/ED 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) **Stay of Procurement during Protests:** There shall be no stay of the bid process or the procurement during protests.
- E) **Notice to Proposers:** Proposals with recommendations will be posted on a bulletin board maintained at PSTA's principal place of business for purposes of posting proposal/bid tabulations and scores. Upon receipt of a formal written protest, PSTA will give notice of the protest to all proposers, or if the proposal already was awarded at the time the protest was filed with PSTA, only to the successful proposer. When a protest results in a delay of an award of the contract pending the disposition of the protest, the proposer(s) whose proposals might become eligible for award will be requested, before expiration of the time for acceptance of their proposals (with consent of sureties, if any) to extend the time for acceptance so as to avoid the need for re-advertisement and re-submittal.



5.3 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.
- B) Discounts: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.
- C) Mistakes: Proposers are expected to examine the conditions, scope of work, proposal prices, extensions, specifications and all instructions pertaining to the request for proposal. Failure to do so will be at the Proposers risk.
- D) Invoicing and Payment: Invoicing and Payment: Charges rendered by Proposer to PSTA shall be due and payable in accordance with the Florida Prompt Payment Act.
- E) Cost / Delivery: The total cost of uniforms shall include emblems and delivery charges if applicable. All prices must be guaranteed for term of contract. Proposer must state delivery schedule.

5.4 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 proposal or proposal prices. PSTA will provide necessary tax exemption certificates. PSTA's Tax Identification number is: **#85-8012617996C-4**. This provision does not relieve the Proposer from the responsibility to pay all applicable taxes for goods, services, and labor acquired in the performance of this service.

5.5 QUALIFICATIONS FOR AWARD

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

- A) The Proposer has the capacity to do business within the State of Florida.
- B) The Proposer has the capability to assure completion of the required services and provide the product within the time specified in this RFP.
- C) The Proposer presently has the necessary facilities, financial resources and licenses to complete the requirements in a satisfactory manner and within the required time.
- D) The Proposer is of lawful age and that no other person, firm or corporation has any interest in their proposal or the contract proposed to be entered into.
- E) The Proposer 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 Proposer 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 Proposer is not on the Comptroller General's list of ineligible consultants.

5.6 WITHHOLDING AWARD

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



5.7 PROPOSAL ACCEPTANCE, REJECTION, AND POSTPONEMENT

PSTA reserves the right to postpone, accept, or reject any and all proposals 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 and State of Florida.

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 RFP Documents and/or estimate shall be considered to have gained an unfair competitive advantage in proposing and shall be precluded from submitting a Proposal in response to the RFP.

Any person, firm, corporation, joint venture/partnership, or other interested party that has continued discussions regarding this RFP 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 Program) after the RFP is issued may be considered to have gained an unfair competitive advantage in proposing and may be precluded from submitting a Proposal in response to the RFP.

5.8 USE OF "PINELLAS SUNCOAST TRANSIT AUTHORITY" NAME IN PROPOSER ADVERTISING OR PUBLIC RELATIONS

PSTA reserves the right to review and approve any advertising copy related to this RFP in any way prior to publication. The successful Proposer 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 Proposer agrees that published information relating to this RFP will be factual and in no way imply that PSTA endorses the successful Proposer's firm, service or product. In submitting a proposal, the Proposer agrees not to use the results therefrom as a part of any commercial advertising.

5.9 USDOT/FTA/FDOT CONCURRENCE FOR CONTRACT AWARD

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

5.10 DEBARMENT AND SUSPENSION

Proposers shall complete and submit as part of their proposal, the Certification of Primary Proposer Regarding Debarment, Suspension, and Other Responsibility Matters for all projects when the total aggregate value of the contract exceeds \$100,000. The Proposer 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 Proposer 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 Proposer is required to verify that none of the Proposer, 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 Proposer 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 proposal, the Proposer 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 Proposer 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 Proposer 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 Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



During the term of the Contract the successful Proposer 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 subcontractor was erroneous when submitted; and 3) any information that certifications have become erroneous by reason of changed circumstances.

5.11 DISADVANTAGED BUSINESS ENTERPRISES (DBE) and MINORITY, WOMEN OWNED BUSINESSES (MWBE) PARTICIPATION

In connection with the performance of this Contract, the successful Proposer agrees to cooperate with PSTA in meeting its commitments and goals with regard to maximum utilization of DBE and MWBE. PSTA DBE participation is 8.29% of each contract value awarded.

PSTA encourages Disadvantaged Business Enterprise and Minority, Women Owned Business participation in its procurement opportunities. PSTA assures that private companies doing business with PSTA do not discriminate on PSTA requested services, in the award of contracts for construction projects, procurement of goods and services and professional services on the basis of race, color, sex, or national origin. Please refer to Attachment 9 for additional information.

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

5.12 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.

5.13 FEDERAL LOBBYING CERTIFICATION

Per 49 CFR Part 20, Proposers shall complete and submit as part of their proposal the Certification of Restrictions on Lobbying for all projects when the total aggregate value of the contract exceeds \$100,000. The Proposer 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 Proposer to PSTA for each listed subcontractor prior to contract award.

5.14 LOBBYING

Lobbying of any PSTA board member, officer, evaluation/selection committee member, employee, agent or attorney by a proposer, any member of the proposer's staff, any agent or representative of the proposer, whether compensated or not, or any person employed by any legal entity affiliated with or representing the proposer shall be prohibited on all competitive selection processes and contract awards, including but not limited to requests for proposals, 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 proposer 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 proposal process through direct or indirect oral or written communication. Lobbying includes such actions whether performed by the proposer itself, any employee of the proposer, the proposer'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 proposer. 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.

5.15 COLLUSION

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

5.16 LEGAL REQUIREMENTS

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

5.17 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted Proposer list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a Proposer, Proposer, 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 Proposer list. PSTA may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a Proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a proposal. Additionally, a conviction of a public entity crime may cause the rejection of a proposal.

5.18 "OR EQUAL" DETERMINATION

Where proposing other than specified, the determination of equivalency will be at the sole discretion of PSTA. Proposer 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 proposals, 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 Proposer shall cross out the product specified and type or print the word "ALTERNATE" (failure to do so shall be construed as a proposal 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 Proposer 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.

5.19 DESCRIPTION OF SUPPLIES

- A. 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.** Proposals will be considered for any brand which meets the quality of the specifications listed for any items.
- B. Proposers are required to state exactly what they intend to furnish; otherwise, they shall be required to furnish the items as specified.
- C. Proposers will submit, with their Proposal Form, data necessary to evaluate and determine the quality of the Item(s) they are bidding.

5.20 MATERIAL SAFETY DATA SHEETS

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

5.21 ORDER OF WORK

If Section 2 provides a sequence or order of the work to be completed, the Proposer shall follow the sequence of operations set forth therein. Full compensation for conforming to such requirements will be considered as included in the prices paid for the various items of the work and no additional compensation will be allowed therefore.

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

5.22 CONTRACT

Upon award, Proposer agrees to enter into and execute the contract set forth in Section 5. The awarded Proposer(s) shall fully sign the Agreement and send it back to PSTA for signatures within five (5) calendar days of receipt of notification of the award by the PSTA Board of Directors.



SECTION 6: CONTRACT

AGREEMENT TO FURNISH Uniform Rental, Purchase, Related Products and Services

THIS AGREEMENT is made on _____, 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 _____, ("Supplier"), a _____ with its principal place of business located at _____ (collectively, the "Parties").

WHEREAS, PSTA issued a Request for Proposal No. 15-011P for Uniform Rental, Purchase, Related Products and Services on Thursday, April 23, 2015; and

WHEREAS, Supplier submitted a Proposal to PSTA's RFP on or before Thursday, May 21, 2015 ("Supplier's Response"); and

WHEREAS, PSTA's Board of Directors awarded the RFP to Supplier at its Board of Directors Meeting on June 24, 2015, and the parties wish to set forth the terms and conditions of their agreement for a total amount not to exceed **\$ X,XXX,XXX.XX (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, PSTA's Request For Proposals for Bus Shelter and Amenities and all exhibits attached thereto including all duly executed and issued addenda (referred to herein as the "RFP" and attached hereto as **Exhibit A**), and Supplier's Response to the RFP (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 RFP
Exhibit B Supplier's Response
Exhibit C Addendums
- 3. SCOPE OF SERVICES.** Supplier, at the direction of PSTA, shall provide Uniform Rental, Purchase, Related Products and Services in accordance with the specifications and scope of work set forth in Exhibit A (the "RFP"). It is the sole responsibility of Supplier to read the specifications and understand them.
- 4. EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement shall become effective and commence on the date of award by PSTA's Board of Director's ("Effective Date") and the initial contract period will be for three (3) years, twelve (12) month period and shall be renewed at PSTA's option for an additional two (2) years, twelve (12) month periods upon written consent of both parties, contingent upon PSTA's acceptance and the availability of funds.



5. TERMS OF PERFORMANCE.

5.01 Time for Completion. Supplier shall commence work immediately upon receipt of a written Notice to Proceed and shall commence services and all tasks associated therewith as required and agreed upon after award of the proposal with the selected Supplier and PSTA.

5.02 Representatives. Prior to the start of any work the Supplier shall designate a primary and alternate representative, who will have management responsibility for the RFP and who have authority to act on technical matters and resolve problems with the RFP and the Contract Documents, to PSTA in writing. Such designation shall include the contact information (including phone numbers) of Supplier's representative. PSTA will advise Supplier in writing of the personnel who will represent PSTA in the administration of the Contract Documents. Such writing from PSTA will include the specific duties of each individual and each representative's limits of authority.

5.03 Non-exclusive Contract. PSTA specifically reserves the right to contract with other entities for the products and 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 Status Reports: On a monthly basis, Supplier will email and Employee Uniform Use Status Report, (to include Loss and Ruin data) in MS Excel format (Rental) and or Usage Reports as requested (Purchase).

5.05 Reviews: During the course of providing products and services, the Supplier shall allow representatives of PSTA to visit the offices and other places of Supplier's work periodically without prior notice to monitor Supplier's work. 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 Supplier Responsibility: Supplier shall provide product to services of first quality, and the workmanship must be in accordance with customary standards of the various trades and industries involved in the RFP. The RFP and the services associated therewith shall be high-quality in all respects. No advantage will be taken by Supplier in the omission of any part or detail of the RFP. Supplier hereby assumes responsibility for all materials, equipment, and processes used in the RFP, whether the same is manufactured by Supplier or purchased readymade from a source outside Supplier's company.

5.07 Compliance with Laws. Supplier 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 RFP and Supplier'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 designee will communicate directly with the Supplier's superintendent and shall have no authority to direct, oversee, or instruct the Supplier's employees, subcontractors, or materialmen, or any other individuals performing work on the RFP. 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 Supplier of its obligations to comply with such laws fully and completely. Upon request, Supplier shall furnish to PSTA certificates of compliance with all such laws, orders and regulations. Supplier shall be responsible for obtaining all necessary permits and licenses required for performance under the contract and completion of the RFP.

6. COMPENSATION. In consideration of Supplier's faithful performance of the Contract Documents, PSTA agrees to pay Supplier in accordance with the amounts proposed and set forth in Exhibit B. However, all payments to Supplier 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. Supplier 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
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, Contract or Agreement 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, Supplier 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 Supplier receives from PSTA. Supplier 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. Supplier 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 Proposer 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 Proposer 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 RFP may only be modified by written agreement of the Parties.

7.01 Expansion or Modification of RFP. Except as provided in Section 7.02 below, in the event that PSTA requires a reduction, expansion, or modification of the RFP, PSTA shall issue a written notification to



Supplier, which specifies such reduction, expansion, or modification. Within fifteen (15) days after the date of the written notification, Supplier shall provide PSTA with a detailed cost and schedule proposal for the work to be performed or to be reduced. This proposal shall be accepted by PSTA or modified by negotiations between Supplier and PSTA and, thereafter, a modification agreement shall be executed in writing by the Parties and shall become a part of the Contract Documents.

7.02 Written Change Orders within the RFP. 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 Supplier under the Contract Documents. However, no such written order shall serve to increase the Contract Total or give Supplier 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, Supplier 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.

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

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

7.05 Representative. PSTA Purchasing Manager, Director of Purchasing, Chief Financial Officer, or Chief Executive Officer are the only PSTA representatives authorized to make changes within this Section, and only if such change is not noted as a limitation of the PSTA representative. Any instructions, written or oral, given to Supplier by someone other than the PSTA designated representative, that represent a change in the RFP or any of its terms, will not be considered as an authorized change. Any action on the part of Supplier taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

8. WARRANTIES AND COVENANTS.

8.01 Patent, Trademark, Copyright, and Trade Secret. Supplier warrants that the RFP, 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 Supplier 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 Supplier for any such claim brought against Supplier.



8.02 *Covenants against Gratuities.* Supplier 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 of contract.

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

9.01 *Written Approval Required.* The rights and obligations of Supplier may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without PSTA's prior written consent. Supplier 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 Supplier's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Supplier 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, Supplier 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.* Supplier shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Supplier throughout the term of this Agreement; and (b) all persons, including subcontractor's, retained or hired by Supplier, regardless of compensation, to perform work on the services provided pursuant to the Contract Documents.

9.05 *Provision for other agencies:* Unless otherwise stipulated by the Supplier, the Supplier agrees to make available to all government agencies, departments, authorities, and municipalities the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, transit authorities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

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 RFP 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 Supplier any increased costs and damages thereby incurred by PSTA.

10.02 *Force Majeure.* Supplier shall be entitled to a reasonable extension of time from PSTA for the delays resulting from damage to Supplier'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 Supplier and its subcontractors ("Force Majeure"). Any delay other than one mentioned above shall constitute a breach of Supplier's obligations under the Contract Documents.



10.03 Unavoidable Delay. If delivery of the RFP, 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 Supplier's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Supplier, its subcontractors, or its Suppliers or their agents; was substantial; and, in fact, caused Supplier to miss delivery dates and could not adequately have been guarded against by contractual or legal means.

10.04 No Damages for Delay. Supplier 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 RFP or substantial increases in the costs of performing the work under the Contract Documents.

10.05 Notification. Supplier will notify PSTA as soon as Supplier has, or should have, knowledge that an event has occurred which will delay completion of the RFP. Within five (5) working days, Supplier will confirm such notice in writing, furnishing as much detail as is available and including any request for extension of time. Supplier 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 Supplier and will determine if Supplier is entitled to an extension and the duration of such extension. PSTA will notify Supplier of its decision in writing. It is expressly understood and agreed that Supplier 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 Supplier 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 or penalty in accordance with the provisions below.

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

11.02 With Cause. PSTA may terminate this Agreement with cause and without penalty at any time immediately upon written notice to Supplier, if: (1) Supplier fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) Supplier fails to perform in the manner called for in the Contract Documents; or (3) Supplier does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, PSTA may allow Supplier 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 Supplier shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Supplier 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 Supplier 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, Supplier may not terminate this Agreement.

11.03 Re-procurement. Should this Agreement be terminated by PSTA for cause under this Section, Supplier shall be liable for all expenses incurred by PSTA in re-procuring elsewhere the same or similar items or services offered by Supplier.



11.04 Force Majeure. If it is later determined by PSTA that Supplier's failure to perform was a result of a Force Majeure, PSTA may allow Supplier 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 Supplier under this Agreement, PSTA shall notify Supplier 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 Supplier 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 arising in the performance of this Agreement, which are not resolved by amicably by the Parties, shall be decided in writing by PSTA's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Supplier mails or otherwise furnishes a written appeal to PSTA's Chief Executive Officer. In connection with any such appeal, Supplier 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 Supplier and Supplier shall abide by the decision.

12.02 Performance During Dispute. Unless otherwise directed by PSTA, Supplier 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 a reasonable time 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 Supplier 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 Supplier 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 Supplier. 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 Supplier is an independent Supplier. Supplier 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 Supplier against PSTA, and Supplier hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Supplier'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, Supplier 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 Supplier's expense. Supplier shall have the right, at its option, to participate in the defense of any third party claim, without relieving Supplier of any of its obligations hereunder. If Supplier assumes control of the defense of any third party claim in accordance with this paragraph, Supplier shall obtain the prior written consent of PSTA before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Supplier 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) Supplier 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 Supplier 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 Supplier has Subcontractors perform any portion of the work in this contract, either the Proposer shall name those Subcontractors as "additional insurers" or each Subcontractors shall be required to have the same insurance requirements as the Supplier. 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 Supplier 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 Supplier 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 Supplier may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Supplier's Excess Insurance Program. If the Supplier participates in a self-insurance fund, updated financial statements may be required upon request. The Supplier shall provide to PSTA's Purchasing Division satisfactory evidence of the required insurance, either:

- A Certificate of Insurance with an insurance endorsement or (if over 25,000 formal proposals)
- 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 Supplier's Insurance shall not be construed as relieving the Supplier 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.

14.02 RFP Specific Requirements. The following policies and minimum coverage's shall be maintained throughout the entire term of this Agreement:

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 \$500,000 Combined Single Limit (CSL), Tort Liability \$200,000/person, \$300,000 per occurrence.

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 Supplier, 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)

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

- \$300,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$300,000 Bodily Injury by Disease, each employee



14.01 *DBE Participation.* Supplier and any subcontractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Supplier shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Supplier 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 certified DBE's by Supplier.

14.02 *DBE Subcontractor's Payment and Reporting Terms.*

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

15. MISCELLANEOUS PROVISIONS

15.01 *Venue and Jurisdiction.* The Contract Documents shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. Supplier 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.

15.02 *Entire Agreement.* The Contract Documents, including all exhibits, RFP, Addendums, Supplier Proposals, and negotiated documents constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, proposals and/or understandings. There are no representations or warranties unless set forth in the Contract Documents.



15.03 *Public Records Requirements.* Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by Supplier as an agent of the City, Supplier 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 the City 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 the City 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 the City all public records in possession of the Supplier 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 the City 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 the City in a format that is compatible with the information technology of the City. If Supplier does not comply with a public records request, the City 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 Supplier is acting as an agent of the City.

15.04 *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.

15.05 *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: Director of Procurement
3201 Scherer Drive
St. Petersburg, FL 33716

To Supplier:

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 15.03.

15.06 *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.

15.07 *Modification.* The Contract Documents may not be amended or altered without prior written approval by PSTA. Supplier 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.



15.08 *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.

15.09 *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.

SUPPLIER:

PSTA:

By: _____
Duly Authorized Designee

By: _____
Brad Miller, CEO

WITNESS:

Approved as to form:

By: _____

By: _____
Alan S. Zimmet, General Counsel



ATTACHMENTS



ATTACHMENT 1
ACKNOWLEDGEMENT OF ADDENDA
(Required with proposal 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 proposal to be considered non-responsive to this Request for Proposal, which will require rejection of the proposal.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title



ATTACHMENT 2
PROPOSER INFORMATION FORM
(Required with proposal 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 #: _____

Proposer 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? _____

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

Authorized Individual's Name (Print)

Authorized Signature

Date

Title



ATTACHMENT 3A
PROPOSAL FORM – RENTAL UNIFORMS, MATS AND SHOP TOWELS
AND RELATED SERVICES

(Required with proposal submittal)

Please complete the attached spreadsheet with your proposal pricing. Please sign below and return this form with your proposal.

PSTA reserves the right to award this contract to a single Proposer for both Rental and Purchase or separately.

The undersigned hereby agrees to furnish the services in accordance with the specifications as outlined in this RFP.

Authorized Individual's Name (Print)

Authorized Signature

Date

Title



ATTACHMENT 3B
PROPOSAL FORM – PURCHASE OF UNIFORMS AND RELATED SERVICES
(Required with proposal submittal)

Please complete the attached spreadsheet – **APPENDIX C** - with your proposal pricing. Please sign below and return this form with your proposal.

PSTA reserves the right to award this contract to a single Proposer for both Rental and Purchase or separately.

The undersigned hereby agrees to furnish the services in accordance with the specifications as outlined in this RFP.

Authorized Individual's Name (Print)

Authorized Signature

Date

Title



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

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

Proposer certifies that its proposal is made without previous understanding, agreement, or connections with any person, firm, or corporation making a proposal 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 proposal 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-Proposers 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 Proposers, 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.)

1. Type of Federal action: <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	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	b. Individuals Performing Services (attach Continuation Sheet(s) SF-LLLA, if necessary)	
11. Amount of Payment (check all that apply): \$ _____ a <input type="checkbox"/> al plar <input type="checkbox"/> d	13. Type of Payment (circle all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind: specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLLA, if necessary)		
15. Continuation Sheet(s) SF-LLLA attached: Yes No <input type="checkbox"/> <input type="checkbox"/>		
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.	Signature: _____ Print Name: _____ Title: _____ Telephone No. _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	



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

This disclosure form shall be completed by the reporting entity, whether 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-LLA 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
CERTIFICATION OF PROPOSER REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS

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

The undersigned, an authorized official of the Proposer 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 proposal 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 proposal 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 proposal).

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 8
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 Proposer), certifies, by submission of this proposal, 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 proposal.

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 PROPOSER: THIS CERTIFICATION SHALL BE COMPLETED BY ALL SUBCONTRACTORS WHICH WILL HAVE A FINANCIAL INTEREST IN THIS RFP WHICH EXCEEDS \$25,000 OR SUBCONTRACTORS WHICH WILL HAVE A CRITICAL INFLUENCE ON OR A SUBSTANTIVE CONTROL OVER THE RFP.



ATTACHMENT 9
DBE PARTICIPATION FORM
 (Required with proposal submittal)

PSTA has not set a specific goal for this RFP. PSTA has set an annual DBE goal of **8.29%**.

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

Proposer does not meet the DBE goal for this contract. Proposer certifies that it has made good faith efforts in accordance with the Request for Proposal 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

Proposer will meet the DBE goal for this contract. Proposer 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

Proposer will meet the DBE goal for this contract. If awarded this contract, Proposer 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 Proposer	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 Proposer FDOT DBE Certification.				Total Dollars DBE (s)	Total % of Contract Amount
				\$	%

 Company Name

 Authorized Individual's Name (Print)

 Authorized Signature

 Date

 Title



ATTACHMENT 10
DBE GOOD FAITH EFFORTS DOCUMENTATION FORM
(Required if DBE goal is not met)

PSTA ANNUAL DBE GOAL: 8.29%

If Proposer has indicated on the DBE Participation Form that it does not meet the DBE goal, Proposer 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 Proposer may render this proposal non-responsive. PSTA may require that Proposer 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 11
PROPOSER DBE PAYMENT REPORT**

(Not to be submitted with proposal; 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 Proposers 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 Proposer 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) Proposer'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) (State amount & date of most recent modification) \$ ____/____/____	
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 Proposer from PSTA.	15) Actual DBE Participation % to Date ____%
		2.5.A.1.1.1 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 12
E-VERIFY AFFIDAVIT
(Required with proposal submittal)

Contract #: RFP # 15-011P

Financial Project # (s): To be determined

RFP Description: Uniform Rental, Purchase, Related Products & Service

Proposer/Proposer 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 Proposer/Proposer to perform employment duties within Florida during the term of the contract; and
- b) All persons (including/subcontractor's) assigned by Proposer/Proposer to perform work pursuant to the contract with the Department. Proposer/Proposer 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 13
PROPOSER'S STATEMENT ON SUB-CONTRACTORS
(To be completed for all, DBE and non-DBE, sub-Proposers)

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

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

OR

2. Listed below are sub-Proposers associated with this proposal. 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 14
DRUG FREE WORKPLACE PROGRAM
(Required with proposal submittal)

Equal preference shall be given to Proposers 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 Proposers 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 15
PROPOSER'S AND LOWER TIER PARTICIPANT'S REFERENCE FORM
(To be completed by prime and sub consultants/subcontractor; Required with proposal submittal)

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Fax #: _____

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

Authorized Signature: _____

How Long at Present Location: _____

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

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

Reference #1:

Company: _____

Address: _____

Phone/Fax #: _____

Contact: _____

E-Mail: _____

Reference #2:

Company: _____

Address: _____

Phone/Fax #: _____

Contact: _____

E-Mail: _____

Reference #3:

Company: _____

Address: _____

Phone/Fax #: _____

Contact: _____

E-Mail: _____

Reference #4:

Company: _____

Address: _____

Phone/Fax #: _____

Contact: _____

E-Mail: _____

Proposers 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 16
OFFER & AWARD
(Required with proposal submittal)

OFFER:

By execution below, Proposer 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 17
STATEMENT OF NO PROPOSAL
(Not required with proposal submittal)

Note: If you do not intend to submit a proposal 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 RFP # _____ 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
- _____ Do not offer this product or service
- _____ 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 "Proposers List" altogether
- _____ Other (specify below)

Remarks: _____

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

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

**APPENDIX A
PSTA LOGO'S & PATCHES**



3.75" X 2"



2.75"



This patch is approximate.
Vendor will be asked to mimic
the shape and size of the
existing safe driver patch.



**Pinellas Suncoast
Transit Authority**

For polos only