

**Request for Quotation  
RFQ # 17-012Q  
Transit Bus Seat Fabric**



**Pinellas Suncoast Transit Authority  
Procurement Division  
3201 Scherer Drive  
St. Petersburg, FL 33716  
Telephone (727) 540-1800  
Facsimile (727) 540-0681  
[www.psta.net](http://www.psta.net)**



## **Profile of the Authority**

Pinellas County is 280 square miles with approximately 916,542 residents, (2010 Census). Pinellas County is located along the west coast of Florida and includes a corridor of smaller beach communities along the Gulf of Mexico. Pinellas County is the second smallest county in the state of Florida; however, it is the most densely populated county in the state and is nearly three times more densely populated than the next closest county.

The Pinellas Suncoast Transit Authority (PSTA or the Authority) was created in 1984 via a merger of the St. Petersburg Municipal Transit System and the Central Pinellas Transit Authority to provide Pinellas County with a cohesive public transit system.

PSTA serves most of the unincorporated area and 21 of the County's 24 municipalities with a fleet of 207 buses, including 16 trolleys, serving 38 routes. This accounts for 98% of the County's population and 97% of its land area. The cities of St. Pete Beach, Treasure Island, Kenneth City, Belleair Beach, and Belleair Shore are not members of the Authority; however, St. Pete Beach and Treasure Island contract for service. During fiscal year 2015, PSTA's vehicles traveled a total of 8.8 million revenue miles, providing approximately 617,000 hours of service, and 14.9 million passenger trips.

## **Officials**

The Authority is governed by a Board of Directors comprised of thirteen elected officials, and two non-elected officials, one of which is appointed by the Pinellas County Board of Commissioners and the other by the St. Petersburg City Council. Operating expenses are covered through state and federal funds, passenger fares, and ad valorem taxes.

## **Services and Service Delivery**

The Authority provides virtually all public transportation services in this area. These services include fixed route, demand response, and specialized services. The Authority maintains over 4,889 bus stops, 682 shelters, 14 transfer hubs, 4 customer service centers, and a fleet of 210 buses. Persons with disabilities who are unable to use regular bus service may be eligible for an ADA paratransit specialized service or Demand Response Transportation (DART). Since DART offers vehicles that are equipped with wheelchair lifts they are accessible to passengers in both wheelchairs and electric carts. DART service is a complement to the Authority's fixed routes with service available to certified customers during the same days and hours as the fixed route bus service at a fare of not more than twice the regular bus fare.



## 1.0 Overview

Pinellas Suncoast Transit Authority (PSTA) is seeking Quotations for the purchase of Transit Bus Seat Fabric. PSTA intends to purchase a minimum of four hundred yards (400 yards) up to a maximum of twelve hundred yards (1,200 yards) of Camira Fabric, Part Number QUANTUM ADDA65 with either fabric treatment applied, not applied, or an approved equal over a three (3) year contractual term.

## 2.0 Submission of Quotes

Quotations must be submitted using the attached form, Exhibit A. All information requested shall be submitted with the Quotation. Quotations must be mailed to the address listed below. Emailed quotations will not be accepted.

Pinellas Suncoast Transit Authority  
Jean Smith, Purchasing Agent III  
RFQ 17-012 Transit Bus Seat Fabric  
3201 Scherer Drive North  
St. Petersburg, FL 33716

**Request for Quotation Due Date: April 27, 2017 2:00 p.m. EST.**

## 3.0 Specifications and Quantities

- 3.1 PSTA is requesting Quotations for Camira Fabric, Part Number QUANTUM ADDA65. Listed below are the salient characteristics for the fabric.

Suppliers may submit approved equals that meet all technical and design aspects of the specified fabric.

Request for approved equals must be submitted by **April 18, 2017**. Send approved equal requests to Jean Smith, at [jsmith@psta.net](mailto:jsmith@psta.net).

- 3.2 Fabric

	<b>Feature</b>	<b>Specification</b>
1	Composition	100% Polyester
2	Width	59 inches
3	Weight	16 ounces per square yard
4	Thickness	0.11 inches
5	Breaking Load	Warp: 750N min Weft: 750N min
6	Extension at break	Warp: 2% Weft: 38%
7.	Burst Strength	1000kPA min
8.	Abrasion Resistance	100,000 Martindale cycles
9.	Flammability	FMVSS 302 ECE Reg 118



	<b>Feature</b>	<b>Specification</b>
10.	Light Fastness	6
11.	Fastness to Rubbing	Wet: 4 Dry: 4
12.	Spotting	E07 (water) 4 min E05 (acid) 4 min E06 (alkali) 4 min
13.	Shampoo	Shade Change: 4 min Staining Wool: 4 min Staining Cotton: 4 min
14.	Maintenance	Vacuum regularly. Wipe clean with a damp cloth or shampoo using proprietary upholstery shampoo.
15.	Color Matching	Batch to batch variations in shade may occur within commercial tolerances.

### 3.3 Treatment

PSTA is requesting pricing for fabric either with fabric treatment applied or without fabric treatment applied. The type of fabric treatment that shall be applied is the Defender treatment or approved equal.

The treatment should be specifically for transportation buses and provide anti-stain and anti-microbial protection for the fabric specified. The treatment shall resist stains, require less maintenance, provide antimicrobial and antibacterial protection that an untreated fabric.

### 3.4 Quantities

PSTA intends to make an initial order of four hundred (400) yards of fabric. The fabric may or may not be ordered with fabric protection. PSTA reserves the right to order additional quantities in four hundred (400) yard orders up to twelve hundred (1,200) yards throughout the three (3)-year term of the contract.

## 4.0 Warranty

The Proposer shall warranty the fabric for a minimum period of five (5) years. The warranty shall cover that the fabric shall be free of defects, including color fade, color running, and pilling.



## **5.0 Shipping and Delivery**

The Proposer shall ship the fabric to PSTA at the below address.

Pinellas Suncoast Transit Authority  
3101 Scherer Dr.  
St. Petersburg, FL 33716

Delivery Hours: 8:00 a.m. to 4:00 p.m. Monday through Friday.

All deliveries shall be FOB Destination. Any shipping costs must be listed on the Quotation Form.

## **6.0 Quotation Documents**

Suppliers shall submit the below information with their Quotation:

- A. Provide complete product specifications sheets, including warranty information for the quoted fabric.
- B. Complete and submit the Price Quotation Form included in this solicitation.
- C. Lead time for Deliveries

## **7.0 Additional Information**

- A. Quotations will be evaluated by PSTA's Director of Maintenance and PSTA Purchasing Agent III.
- B. The Supplier shall bear all costs and expenses incurred with preparing, and submitting Quotations.
- C. PSTA is tax exempt. A tax exemption certificate is available upon request.
- D. This RFQ may or may not result in an award of a contract. PSTA reserves the right to cancel this RFQ at any time, and for any reason, and to reject any or all quotations. This RFQ is not an offer. It constitutes only an invitation to provide a quote for the requested product/services.



## 8.0 Selection for Award

The following factors will be used to determine, in PSTA's sole discretion, the most cost competitive, responsible, responsive response.

- A. Cost of the fabric
- B. Shipping Costs
- C. Warranty Offered

## 9.0 Price Quotation Form

Exhibit "A" Price Quotation Form must be completed, signed, and returned with your quote.

## 10.0 Insurance

Vendor agrees to the following insurance requirements:

**Insurance:** Vendor must provide certificates of insurance and endorsements in accordance with the insurance requirements listed below by the Date(s) of Service. Failure to provide insurance by the Date(s) of Service shall constitute a material breach of this Agreement and may result in PSTA terminating the Agreement, without any penalty or expense to PSTA.

Delays in commencement due to failure to provide satisfactory evidence of insurance shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work commenced as scheduled. In the event Vendor has subcontractors perform any portion of the work in the Contract Documents; either Vendor shall name those subcontractors as "additional insureds" or each subcontractor shall be required to have the same insurance requirements as Vendor. Insurance must be maintained throughout the entire term of this Agreement, insurance of the types and in the amounts set forth. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced or termination of this Agreement. For services with a "Completion Operation Exposure," Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. Any penalties and failure to perform assessments shall be imposed as if the work had not been suspended.

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. Vendor shall provide PSTA with properly executed and approved certificates of insurance to evidence compliance with the insurance requirements to PSTA's Purchasing/Risk Management Division. A copy of the additional insured endorsement(s) for Commercial General Liability needs to be attached to the certificates. If Vendor has been approved by the Florida State Department of Labor, as an authorized self-insured for Workers' Compensation, PSTA's Purchasing/Risk Management Department shall recognize and honor such status. Vendor may be required to submit a letter of authorization issued by the Department of Labor and a certificate of insurance, providing details on Vendor's Excess Insurance Program. If Vendor participates in a self-insurance fund, updated



financial statements may be required upon request, such self-insurance fund shall only be accepted, at the sole discretion of PSTA, and only if PSTA finds the financial statements to be acceptable. Vendor shall provide to PSTA's Purchasing/Risk Management Department, satisfactory evidence of the required insurance by, either:

- A certificate of insurance with the additional insured endorsement;
- A certified copy of the actual insurance policy; or
- The most recent annual report or audited financial statement (if the self-insured retention (SIR) or deductible exceeds \$100,000).

PSTA, at its sole option, has the right to request a certified copy of policies required by this Agreement. Notwithstanding the prior submission of a certificate of insurance, copies of endorsements, or other evidence initially acceptable to PSTA, if requested by PSTA, Vendor shall, within thirty (30) days after receipt of a written request from PSTA, provide PSTA with a certified copy or certified copies of the policy or policies providing the coverage required herein. Vendor may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required herein.

The acceptance and approval of Vendor's insurance shall not be construed as relieving Vendor from liability or obligation assumed under this Agreement or imposed by law. PSTA, its board members, officers, and employees will be included as "additional insureds" on all policies, except the Workers' Compensation and Professional Liability coverage.

Should at any time Vendor not maintain the insurance coverage's required by this Agreement, PSTA may either cancel or suspend delivery of Services of Products or, at its sole discretion, shall be authorized to purchase such coverage and charge Vendor for such coverage purchased. PSTA shall be under no obligation to purchase such insurance or be responsible for the coverages purchased or the responsibility of the insurance company/companies used. The decision of PSTA to purchase such insurance coverage shall in no way be construed to be a waiver of any of its rights.

Any certificate of insurance evidencing coverage provided by a leasing company for either Workers' Compensation or Commercial General Liability shall have a list of employees certified by the leasing company attached to the certificate of insurance. PSTA shall have the right, but not the obligation to determine that Vendor is only using employees named on such a list to perform work on the jobsite. Should employees not be named be utilized by Vendor, Vendor has the option to work without penalty until PSTA identifies proof of coverage or removal of the employee by Vendor occurs, or alternately find Vendor to be in default and takes over the protective measures as needed.

The insurance provided by Vendor shall apply on a primary basis to any insurance or self-insurance maintained by any participating agency. Any insurance, or self-insurance, maintained by a participating agency shall be excess of, and shall not contribute with, the insurance provided by Vendor.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Vendor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances,



PSTA may permit the application of a deductible or permit Vendor to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Vendor shall pay on behalf of PSTA and its board members, officers or employees, any deductible or self-insured retention applicable to a claim against PSTA and its board members, officers or employees.

**Waivers:** All insurance policies, other than Professional Liability Insurance, shall include waivers of subrogation in favor of PSTA, from Vendor and Vendor will ensure the compliance with any subcontractors.

**Project Specific Insurance Requirements:** The following policies and minimum coverages shall be maintained throughout the entire term of this Agreement which shall remain in effect throughout the Date(s) of Service and for two (2) years beyond final acceptance for Services and Products with a completed operations exposure, are as follows:

- I. **Commercial General Liability Insurance:** including, but limited to, independent contractors, Vendor liability for premises/operations, completed operations, and personal injury. Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. PSTA, its board members, officers, and employees shall be added as an "additional insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured-Owners, Lessees, or Vendors).

**Minimum required Commercial General Liability coverage will include:**

- (i) Premises/Operations;
- (ii) Products and Completed Operations;
- (iii) Blanket Contractual Liability;
- (iv) Personal Injury Liability;
- (v) Expanded Definition of Property Damage; and
- (vi) \$1,000,000 Aggregate.

An occurrence form policy is preferred. If coverage is a claims made policy, provisions should include for claims filed on or after the Date(s) of Service of this Agreement. In addition, the period for which claims may be reported should extend for a minimum of two (2) years following the expiration of this Agreement.

- II. **Vehicle Liability Insurance:** If the work governed by this Agreement requires the use of vehicles, Vendor, prior to the Date(s) of Service, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of this Agreement and include, as a minimum, liability coverage for:

- (i) Owned, non-owned, and hired vehicles and with the minimum limits at \$1,000,000 Combined Single Limit (CSL).

**This policy should not be subject to any aggregate limit.**





**III. Workers' Compensation Insurance:** Prior to the Date(s) of Service, Vendor shall obtain Workers' Compensation Insurance which must have limits sufficient to meet the requirements of chapter 440, Florida Statutes. Vendor shall maintain Workers' Compensation Insurance throughout the term of this Agreement for all employees engaged in work under this Agreement.

The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against the all participating agencies, and their respective officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with all participating agencies, and their officers and employees scheduled thereon.

**The Employers' Liability Insurance** with limits no less than:

- (i) \$500,000 bodily injury by accident;
- (ii) \$1,000,000 bodily injury by disease, policy limits; and
- (iii) \$500,000 bodily injury by disease, each employee.



### EXHIBIT A Price Quotation Sheet

The price quoted shall include all cost for the Supplier to provide and deliver the requested fabric.

DESCRIPTION	COST Year 1	COST Year 2	COST Year 3
Camira Fabric Quantum ADDA65 with Fabric Protection	\$	\$	\$
Camira Fabric Quantum ADDA65 without Fabric Protection	\$	\$	\$
Freight for four hundred (400) yard order			

Delivery Time from receipt of PO: \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Person

\_\_\_\_\_  
Title

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

All Quotations must be received by:

***April 27, 2017 by 2:00 p.m.***

PSTA Contact Person: Jean Smith  
Mail Quotations to:  
Jean Smith  
Purchasing Agent III  
3201 Scherer Dr.  
St. Petersburg, FL 33716



**ATTACHMENT 1**  
**NON-COLLUSION AFFIDAVIT**  
(Return 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 \_\_\_\_\_



**ATTACHMENT 2**  
**CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT, SUSPENSION AND OTHER**  
**RESPONSIBILITY MATTERS**

(Return with Proposal)

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

\_\_\_\_\_.

{NOTARY SEAL}

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Typed, Printed, or Stamped



Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

**ATTACHMENT 3**  
**DBE PARTICIPATION FORM**  
(Return with Proposal submittal)

PSTA has not set a specific goal for this project. PSTA has set an annual DBE goal of 9.78%.

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 Supplier	Description of Work or Specialty	Gender/Ethnicity	Dollar Amount	Percent of Contract Amount
1					
2					
3					
4					
5					
6					
Please attach a copy of each Subcontractor or supplier FDOT DBE Certification.				Total Dollars DBE (s)	Total % of Contract Amount
				\$	%



**ATTACHMENT 4**  
**E-VERIFY AFFIDAVIT**  
(Return with Proposal submittal)

Contract #: RFQ 17-012Q

Project Description: Transit Bus Seat Fabric

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Individual's Name (Print)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## ATTACHMENT 5 TERMS and CONDITIONS

### PURCHASE ORDER TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL PURCHASE ORDERS FOR PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA) INCLUDING THE ORDERS ENCLOSED. WHEN BID, PROPOSAL, CONTRACT TERMS, OR CONDITIONS AND SPECIFICATIONS DIFFER FROM THOSE SHOWN ON THE PURCHASE ORDER, THE BID, PROPOSAL, OR CONTRACT SHALL TAKE PRECEDENCE OVER THE PURCHASE ORDER.

This is a formal Purchase Order executed by PSTA to purchase the goods and/or services specified at the prices stated. Supplier is required to immediately report errors to PSTA's Director of Procurement or designee listed on the purchase order to request a correction to the purchase order. If Supplier fails to report any errors to PSTA's Director of Procurement, then it shall have been deemed to accept the terms with any such errors.

1. Changed or altered cost of goods/services may result in a return or cancellation at the Supplier's expense if delivered without prior approval of the Director of Procurement or designee.
2. PSTA is Tax Exempt. Please contact the Director of Procurement for PSTA's tax exemption certificate.
3. All invoices shall contain the purchase order number, and/or contract number, Supplier's name, phone number, quantities, item descriptions, units of measure and be addressed to:  
Pinellas Suncoast Transit Authority  
Attention: Finance Department/Accounts Payable  
3201 Scherer Drive  
St. Petersburg, Florida 33716  
Or via E-Mail: [Accountspayable@psta.net](mailto:Accountspayable@psta.net)  
PSTA shall pay from invoices only and not statements. If Supplier's invoice lists any freight or cartage charges, such invoice must attach all of Supplier's receipts for transportation bills.

4. All shipments must be received by PSTA within 30 days from receipt of this purchase order unless otherwise specified. If unable to deliver by the date specified on the front of the Purchase Order, Supplier must contact the Director of Procurement or designee immediately.
5. Electronic transmittal of this purchase order, by facsimile machine, email, or other means, shall have the legal significance of a duly executed original delivered to the Supplier.
6. Delivery: Time is of the essence for delivery of goods and/or services under this Purchase Order. Delivery is to be made to "Ship To" location shown on the face of this Purchase Order. All shipments are to be made F.O.B. Destination, freight prepaid, to receiving point as specified on the purchase order, unless otherwise indicated on the order. PSTA reserves the right to cancel this order, or any unfilled portion for shipments not received as specified. PSTA is committed to sustainable practices. Palletized shipments should not exceed 1500 pounds per pallet and when possible, should be shipped on a 40" x 48" pallet. Suppliers shall include a packing list showing contents of shipment if shipment is made in two or more containers. No boxing, packing, installation, assembly, or similar charges (not included in the item price) will be allowed unless and specifically authorized in writing by PSTA on the face of this Purchase Order. The risk of loss or



- damage to leased equipment, goods, or property shall not transfer to PSTA except as expressly provided in Florida Statutes Section 680.219.
7. Marking: Include packing list in each shipment. Packing list must clearly show PSTA purchase order number, contents, and shipper's name and address; mark packing list and on invoice covering final shipment "Order Completed". Supplier's failure to show, on bill of lading, express receipt, or package, the marking as specified above will obligate the Supplier to pay any extra costs incurred including drayage or demurrage.
  8. Receiving Hours: Shipments to PSTA facilities receiving hours are from 7:30 a.m. to 3:30 p.m., Mondays through Fridays, excluding PSTA holidays.
  9. Payment: PSTA complies with the Florida Prompt Payment Act (ss. 218.70-218.80). Invoice payment is net 45 days from the date of properly received invoice. All payments, other than payments for construction services, due and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on unpaid balance.
  10. Discounts. In connection with any discount offered for prompt payment, time will be computed from date of delivery of the supplies to the carrier, when acceptance is at the point of origin, or from the date of delivery at destination or port of embarkation when delivery and acceptance are at either of these points, or from the date the correct invoice or voucher is received in the office specified by PSTA, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the check by PSTA.
  11. Authorization: PSTA shall assume no liability or obligation to pay for delivered goods/services without a valid purchase order signed by the Director of Procurement and for purchases exceeding \$25,000, co-signed by PSTA's CEO.
  12. Specifications: Any product/service specifications in the associated bid documents and all items attached hereto are hereby made a part hereof as if fully set forth herein. All materials furnished must conform to PSTA specifications, where indicated. There will be no substitutions to requested goods/services without prior approval of the Director of Procurement.
  13. Warranty: The Supplier expressly warrants all articles and materials covered by this order to be of the quality, quantity, size, description, and dimension specified and free from all defects including latent defects. Such warranty shall survive delivery and not be deemed waived by acceptance of receipt, or payment of goods/services. Any manufacturer's warranty on any goods shall be provided by Supplier to PSTA.
  14. Inspection Acceptance of Goods: Goods and/or services are subject to PSTA inspection and approval at a reasonable time post-delivery. PSTA may return materials not meeting specifications (including over-shipments) at the Supplier's expense and risk. PSTA will notify Supplier of failure. Return authorizations for goods and/or services not received within 30 days will deem such goods and/or services donations to PSTA.
  15. Cost of Inspecting or Testing: Supplier will pay for cost of inspection or testing of property that does not meet specifications. There shall be no replacement of returned or rejected goods/services without prior approval by the Director of Procurement or designee. PSTA may return any goods that differ from provided samples, inferior





quality, inferior workmanship, or decreased function.

16. Default: In the case of a Supplier default, PSTA may procure the goods and/or services from other sources. Supplier shall be responsible for any increase in the cost of the good and/or services purchased by PSTA from other sources. PSTA may deduct this amount from any monies due, or that may become due, to the Supplier.
17. Contract: This purchase order, PSTA's bid documents and Supplier's proposal shall constitute, (a) a binding contract on the terms set forth, and (b) shall constitute the entire contract between PSTA and the Supplier. In the case of any ambiguities or conflicts between these documents, PSTA's bid documents, including exhibits, will control, followed in precedence by this Purchase Order and then Supplier's response.
18. The Parties recognize that Supplier is an independent contractor. Supplier agrees to assume liability for and indemnify, hold harmless, and defend the PSTA, its commissioners, mayor, 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, relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, or resulting from activities in any way connected to this Agreement, whether or not due to or caused by the negligence of the PSTA, its commissioners, mayor, officers, employees, agents and attorneys. Supplier's liability hereunder shall include all attorneys' fees

and costs incurred by the PSTA, in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Supplier against the PSTA, and Supplier hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. The obligations contained in this provision shall survive the termination of this Agreement, however terminated, and shall not be limited by any amount of insurance required to be obtained or maintained under this Agreement. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the PSTA may be entitled to under the doctrine of sovereign immunity or section 768.28, Florida Statutes.

19. Suppliers warrants that all goods and services 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 Purchase Order.
20. Public Entity Crimes: Supplier certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Florida Statute 287.133 (2) (a).

21. Fair Labor Standards Act – “Hot Goods”:  
Supplier certifies, by acceptance of a bid/proposal/contract, or purchase order, that goods/services are, or will be, produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.
22. In connection with the Purchase Order, Supplier, at its own cost and expense, shall obtain and maintain in force during the term of this Purchase Order, the following insurance coverage:
- a. A policy of workers' compensation insurance, in amounts required by law, covering all officers and employees of Supplier who are in any way engaged in or connected with the Purchase Order, and employer's liability insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00). Supplier shall require its agents, sub-contractors, who are in any way engaged in or connected with the Purchase Order, to maintain the same insurance as required herein of Supplier.
  - b. A policy of commercial general liability insurance with broad form property damage endorsement, personal injury, and products completed operations coverage, affording protection in an amount of not less than Two Million Dollars (\$2,000,000.00) per incident and in the aggregate, with respect to personal injury, death, or damage to property.
  - c. If this Purchase Order contemplates professional services, a policy of professional liability insurance, including errors and omissions, affording protection of not less than One Million Dollars (\$1,000,000.00) per incident and One Million Dollars (\$1,000,000.00) in the aggregate.
  - d. A policy of comprehensive automobile liability insurance covering the operation of

all motor vehicles used by Supplier or its agents in connection with this Purchase Order, affording protection in an amount of not less than One Million Dollars (\$1,000,000.00) combined single limit with respect to personal injury, death, or damage to property.

e. Each insurance policy required by this Purchase Order shall be endorsed to state that no material alteration or cancellation, including expiration and non-renewal of coverage, shall be effective until after thirty (30) days prior written notice has been given to: PSTA Attn: Finance Division, 3201 Scherer Drive, St. Petersburg, FL 33716. Failure to maintain a current Certificate of Insurance on file with PSTA will be grounds for withholding or rejecting payment of invoices. Notwithstanding the prior submission of a Certificate of Insurance, if requested by PSTA, the Supplier shall, within thirty (30) days after receipt of a written request from PSTA, provide PSTA with a certified complete copy of the policies providing the coverage required. Supplier shall name PSTA and its Board of Directors as additional insured to Supplier's general liability insurance for the duration of this Agreement. PSTA has the right to deviate from any of the above insurance requirements, if PSTA at PSTA's sole discretion decides to do so. If PSTA decides to deviate from the above noted insurance requirements, PSTA will inform the Supplier in writing in those particular circumstances. Unless PSTA notifies a Supplier in writing that PSTA is willing to deviate from the insurance requirements noted about, all of the above insurance requirements shall apply to the Supplier.

In addition to the general liability insurance required above, Supplier shall also provide, at its sole expense, for the duration of this Agreement, worker's compensation insurance and employer's liability insurance in accordance with Chapter 440, Florida Statutes and all other applicable laws and regulations, that a minimum cover the



Supplier's (or subcontractor's) exposure in performing this Agreement. The insurance policies required by this Section 37 shall cover all employees engaged in any work as part of this Agreement. If Supplier operates any vehicles as part of performing this Agreement, Supplier shall also have and maintain, at its sole expense, for the duration of this Agreement, adequate automobile liability insurance that covers the Supplier's (or subcontractor's) exposure in performing this Agreement

23. In the event of a conflict or inconsistency between this Purchase Order and the provisions of attached documents, the order of priority is: the finalized contract that has been reviewed and approved by PSTA and signed by PSTA's CEO, PSTA RFX (if applicable), this Purchase Order; any other documents executed by PSTA, and then Supplier's proposal.
24. Supplier certifies that its directors and/or principal officers are not employed and/or affiliated with PSTA. Neither party shall be required to perform under this Purchase Order or any attachments or addenda hereto executed by PSTA's duly authorized signatory when such performance is delayed or prevented by any cause beyond the party's or parties' control.
25. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Supplier on behalf of the PSTA, Supplier shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the PSTA to perform the work contemplated by this Agreement; (b) upon request from the PSTA's custodian of public records, provide the PSTA with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time 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 for the duration of the term of this Agreement and following completion or termination of this Agreement, if Supplier does not transfer the records to the PSTA in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the PSTA, in its sole and absolute discretion, requests that all Public Records in possession of Supplier be transferred to the PSTA, Supplier shall transfer, at no cost, to the PSTA, all Public Records in possession of Supplier within thirty (30) days of such request or (ii) if no such request is made by the PSTA, Supplier shall keep and maintain the Public Records required by the PSTA to perform the work contemplated by this Agreement. If Supplier transfers all Public Records to the PSTA pursuant to (d)(i) above, Supplier shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the PSTA and provide the PSTA with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Supplier keeps and maintains Public Records pursuant to (d)(ii) above, Supplier shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the PSTA, upon request from the PSTA's custodian of public records, in a format that is compatible with the information technology of the PSTA. If Supplier does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the PSTA may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Supplier is acting on behalf of the PSTA.



27. **IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone number:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Mailing address** \_\_\_\_\_

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

29. Under no circumstances shall the Supplier assign to a third party any right or obligation of the Supplier pursuant to this Purchase Order without the prior written consent of PSTA. No failure or delay by PSTA to insist on the strict performance of any term of this Purchase Order, or to exercise any right or remedy consequent to any breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term.

30. Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party. Nothing contained in this Purchase Order shall be construed to create a joint venture, partnership, or other like relationship between the parties.

31. Supplier shall supply a Safety Data Sheet with each initial delivery of any materials defined by the State of Florida of the Federal Government as being toxic or harmful.

32.  If the box is checked, this is a federally funded project and all FTA required terms and conditions as set forth in FTA Circular 4220.1F are fully incorporated herein by reference, and all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions in this contract.

33. Supplier agrees to comply with all applicable federal, state, and local laws.

34. PSTA shall have the right to unilaterally terminate this Purchase Order with the Supplier without cause or penalty upon 30 days' prior written notice to Supplier.

35. Smoke-Free Policy: PSTA prohibits smoking on all PSTA owned, operated, leased and/or controlled properties in order to maintain a healthy and safe environment for its employees and the public.

36. This Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida and for any federal action shall lie solely in the United States District Court, Middle District, Tampa Division.

THE SUPPLIER AGREES THAT ANY DELIVERY MADE BECAUSE OF THIS PURCHASE ORDER SHALL INDICATE HIS/HER ACKNOWLEDGMENT OF THIS ORDER AND ACCEPTANCE OF ALL TERMS AND CONDITIONS EXACTLY AS WRITTEN HEREIN.