



SOLICITATION, OFFER AND AWARD FORM

INVITATION FOR BIDS

1. SOLICITATION #: IFB-14602	4. BRIEF DESCRIPTION: DIESEL AND REGULAR UNLEADED FUEL
2. ISSUE DATE: 05/22/2015	
3. FOR INFORMATION CONTACT: NAME: Cathy Zickefoose PHONE: 813-384-6383 FAX: 813-384-6296 E-MAIL: zickefoosec@gohart.org	

5. **CONFERENCE:** (See Exhibit C for more information.) Audio conference is also available through the following:
To join the audio conference only Call-in number : 1-650-479-3207
Access code: 664 621 744

LOCATION: 1201 E. 7th Avenue, 3rd Floor **DATE & TIME:** 6/02/2015, 10:30 a.m. Local Time
Tampa, FL 33605

6. SUBMIT OFFER TO THE FOLLOWING ADDRESS: Hillsborough Transit Authority (HART) Attn: Procurement and Contracts Administration Department, IFB-14602 1201 E. 7 TH Avenue, 3rd Floor Tampa, FL 33605	7. OFFER SUBMISSION DUE DATE AND TIME: 06/25/2015, 3:30 p.m., Local Time
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8. **SUBMIT WITH OFFER:** Original offer and 7 photocopies including the exhibits and attachments listed on Page 2 of this form.
9. Offers will be publicly opened; see Blocks 6 and 7 above for location, date and time.
10. **FIRM OFFER PERIOD:** Offers shall remain firm for a period of 90 calendar days from the date specified in Block 7, above.
11. This solicitation and any resulting contract, respectively, consists of this Form and the exhibits and documents designated on Page 2 of this form.

OFFER

(To be completed by Offeror)

12. **DISCOUNT FOR PROMPT PAYMENT:** _____%, _____ Calendar Days (Please refer to Invoice and Payment clauses in Exhibit D)
13. If this offer is accepted within the period specified in Block 10, above, the offeror agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the solicitation.
14. **ACKNOWLEDGEMENT OF AMENDMENTS:** The offeror acknowledges receipt of the following solicitation amendments (write in all amendment numbers and amendment dates.

Amendment Number and Date	Amendment Number and Date	Amendment Number and Date

15. OFFEROR'S NAME AND ADDRESS: (Type or Print)	16. NAME AND TITLE OF OFFEROR'S REPRESENTATIVE (PERSON AUTHORIZED TO EXECUTE CONTRACTS): (Type or Print)
	17. OFFEROR'S REPRESENTATIVE SIGNATURE & DATE:
TELEPHONE: E-MAIL: CELL PHONE: FAX:	

AWARD

(To be completed by HART)

18. **DBE:** There are no DBE goals assigned to this solicitation.
- | | | |
|----------------------------|-----------------------------------|-----------------------------|
| 19. ACCEPTED AS TO: | 20. TOTAL AMOUNT OF AWARD: | 21. CONTRACT NUMBER: |
| | | |

22. **HART'S CONTRACTING OFFICER'S SIGNATURE & CONTRACT AWARD DATE:**

Name: _____ Signature: _____ Date: ____/____/____

NAME	FORM DESCRIPTION	FORM #	SUBMIT WITH OFFER
Cover Sheet	Solicitation, Offer and Award Form	CS-01	YES
Schedule	Schedule	S-01	YES
Exhibit A	Representations and Certifications	A-01	YES
Exhibit B	Special Solicitation Instructions and Conditions	B-01	NO
Exhibit C	Solicitation Instructions and Conditions	C-02	NO
Exhibit D	Special Provisions	D-01	NO
Exhibit E	Addendum to General Provisions	E-01	NO
Exhibit F	General Provisions	F-01	NO
Exhibit G	Disadvantaged Business Enterprise Provisions	G-02	YES, ATTACHMENT 1
Exhibit H	Statement of Work	H-01	NO
EXHIBIT I	Environmental & Sustainability Management System	E-01	YES

HILLSBOROUGH TRANSIT AUTHORITY (HART)
TAMPA, FLORIDA

SCHEDULE

CAUTION: A false statement in any offer submitted to HART may be a criminal OFFENSE.
NOTE: For Invitations for Bids the terms "Offer" and "Offeror" shall mean "Bid" and "Bidder", respectively; and for Request for Proposals the terms "Bid" and "Bidder" shall mean "Offer" and "Offeror", respectively, in this solicitation and any associated exhibits.

**THE OFFEROR MUST SIGN AND DATE THIS SCHEDULE WHERE PROVIDED
AND SUBMIT ALL PAGES WITH THE OFFER.**

The line item unit price(s), if applicable, must include all costs that the offeror intends to recover, such as, but not limited to: supervision, labor, equipment, materials, vehicle licensing, vehicle title, warehousing, freight, pick-up, financing, carrying charges, and all other such charges to accommodate the supplies/services and delivery requirements. No price adjustments will be made, unless specifically provided for by an additional provision included in this contract.

12-MONTH TERM –HART ONLY FUEL PURCHASES MADE 10/01/2015 – 09/30/2016

Line Item	Description	Markup Per Gallon (*)
1	Diesel Fuel Purchased via NYMEX (Heating Oil No. 2) 42,000 Gallon Contract	\$
2	Diesel Fuel Purchased via NYMEX (Heating Oil No. 2) 21,000 Gallon Contract	\$
3	Diesel Fuel Purchased via OPIS (Transport Truck Delivery)	\$

12-MONTH TERM - COSP ONLY FUEL PURCHASES MADE 10/01/2015 – 09/30/2016

5	Diesel Fuel Purchased via OPIS (Transport Truck Delivery)	\$
6	Regular Unleaded 87 Octane Gasoline Purchased via OPIS (Transport Truck Delivery)	\$

(*) The markup per gallon shall "exclude" all taxes.

**Some deliveries may require a carrier pump, see Exhibit D, subparagraph 7(k)
Delivery. A pump fee not to exceed \$35 will be allowed.**

NAME & TITLE OF OFFEROR'S REPRESENTATIVE:
(Print or type)

SIGNATURE & DATE:

(Name & Title)

(Signature of Offeror's Representative)

____/____/____

HILLSBOROUGH TRANSIT AUTHORITY (HART)
TAMPA, FLORIDA

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BASE + OPTION TERM – PSTA ONLY FUEL PURCHASES MADE 10/01/2015 – 09/30/2020

Line Item	Contract Period	FUEL PURCHASE PERIOD	Description	Markup Per Gallon (*)
7	BASE	10/01/2015 – 09/30/2016	Diesel Fuel Purchased via NYMEX (Heating Oil No. 2) 42,000 Gallon Contract	(a) \$
	OPTION YEAR 1	10/01/2016 – 09/30/2017	Diesel Fuel Purchased via NYMEX (Heating Oil No. 2) 42,000 Gallon Contract	(b) \$
	OPTION YEAR 2	10/01/2017– 09/30/2018	Diesel Fuel Purchased via NYMEX (Heating Oil No. 2) 42,000 Gallon Contract	(c) \$
	OPTION YEAR 3	10/01/2018 – 09/30/2019	Diesel Fuel Purchased via NYMEX (Heating Oil No. 2) 42,000 Gallon Contract	(d) \$
	OPTION YEAR 4	10/01/2019 – 09/30/2020	Diesel Fuel Purchased via NYMEX (Heating Oil No. 2) 42,000 Gallon Contract	(e) \$
	SUM OF (a)+(b)+(c)+(d)+(e) NYMEX MARKUP – BASIS FOR LINE ITEM AWARD ->(f)			
8	BASE	10/01/2015 – 09/30/2016	Diesel Fuel Purchased via NYMEX (Heating Oil No. 2) 21,000 Gallon Contract	(g) \$
	OPTION YEAR 1	10/01/2016 – 09/30/2017	Diesel Fuel Purchased via NYMEX (Heating Oil No. 2) 21,000 Gallon Contract	(h) \$
	OPTION YEAR 2	10/01/2017– 09/30/2018	Diesel Fuel Purchased via NYMEX (Heating Oil No. 2) 21,000 Gallon Contract	(i) \$
	OPTION YEAR 3	10/01/2018 – 09/30/2019	Diesel Fuel Purchased via NYMEX (Heating Oil No. 2) 21,000 Gallon Contract	(j) \$
	OPTION YEAR 4	10/01/2019 – 09/30/2020	Diesel Fuel Purchased via NYMEX (Heating Oil No. 2) 21,000 Gallon Contract	(k) \$
	SUM OF (g)+(h)+(i)+(j)+(k) NYMEX MARKUP – BASIS FOR LINE ITEM AWARD ->(l)			
9	BASE	10/01/2015 – 09/30/2016	Diesel Fuel Purchased via OPIS (Transport Truck Delivery)	(m) \$
	OPTION YEAR 1	10/01/2016 – 09/30/2017	Diesel Fuel Purchased via OPIS (Transport Truck Delivery)	(n) \$
	OPTION YEAR 2	10/01/2017– 09/30/2018	Diesel Fuel Purchased via OPIS (Transport Truck Delivery)	(o) \$
	OPTION YEAR 3	10/01/2018 – 09/30/2019	Diesel Fuel Purchased via OPIS (Transport Truck Delivery)	(p) \$
	OPTION YEAR 4	10/01/2019 – 09/30/2020	Diesel Fuel Purchased via OPIS (Transport Truck Delivery)	(q) \$
	SUM OF (m)+(n)+(o)+(p)+(q) NYMEX MARKUP – BASIS FOR LINE ITEM AWARD ->(r)			

**BASE + OPTION TERM – PSTA
FUEL PURCHASES MADE 10/01/2015 – 09/30/2020**

10	BASE	10/01/2015 – 09/30/2016	Regular Unleaded 87 Octane Gasoline Purchased via OPIS (Tank Wagon Delivery)	(s) \$
	OPTION YEAR 1	10/01/2016 – 09/30/2017	Regular Unleaded 87 Octane Gasoline Purchased via OPIS (Tank Wagon Delivery)	(t) \$
	OPTION YEAR 2	10/01/2017– 09/30/2018	Regular Unleaded 87 Octane Gasoline Purchased via OPIS (Tank Wagon Delivery)	(u) \$
	OPTION YEAR 3	10/01/2018 – 09/30/2019	Regular Unleaded 87 Octane Gasoline Purchased via OPIS (Tank Wagon Delivery)	(v) \$
	OPTION YEAR 4	10/01/2019 – 09/30/2020	Regular Unleaded 87 Octane Gasoline Purchased via OPIS (Tank Wagon Delivery)	(w) \$
	SUM OF (s)+(t)+(u)+(v)+(w) NYMEX MARKUP – BASIS FOR LINE ITEM AWARD ->(x)			

(*) The markup per gallon shall “exclude” all taxes.

**Some deliveries may require a carrier pump, see Exhibit D, subparagraph 7(k)
Delivery. A pump fee not to exceed \$35 will be allowed.**

NAME & TITLE OF OFFEROR'S REPRESENTATIVE:
(Print or type)

SIGNATURE & DATE:

(Name & Title)

(Signature of Offeror's Representative)

____/____/____

HILLSBOROUGH TRANSIT AUTHORITY (HART)
TAMPA, FLORIDA

SCHEDULE

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**** OPTION **
12-MONTH TERM – LAMTD ONLY
FUEL PURCHASES MADE 10/01/2015 – 09/30/2016**

Line Item	Description	Markup Per Gallon (*)
11	Diesel Fuel Purchased via OPIS (Transport Truck Delivery)	\$
12	Regular Unleaded 87 Octane Gasoline Purchased via OPIS (Tank Wagon Delivery)	\$

(*) The markup per gallon shall "exclude" all taxes.

LAMTD may require split loads, see Exhibit D, subparagraph 7(j), Delivery. A split load fee not to exceed \$35 will be allowed for additional location delivery for each split load of 7,500 gallons.

Some deliveries may require a carrier pump, see Exhibit D, subparagraph 7(k) Delivery. A pump fee not to exceed \$35 will be allowed.

NAME & TITLE OF OFFEROR'S REPRESENTATIVE:
(Print or type)

SIGNATURE & DATE:

(Name & Title)
(Offeror's Name)

(Signature of Offeror's Representative)

____/____/____

HILLSBOROUGH TRANSIT AUTHORITY (HART)
TAMPA, FLORIDA

SCHEDULE

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The line item unit price(s), if applicable, must include all costs that the offeror intends to recover, such as, but not limited to: supervision, labor, equipment, materials, vehicle licensing, vehicle title, warehousing, freight, pick-up, financing, carrying charges, and all other such charges to accommodate the supplies/services and delivery requirements. No price adjustments will be made, unless specifically provided for by an additional provision included in this contract.

**** OPTION **
12-MONTH TERM – HCBOCC ONLY
FUEL PURCHASES MADE 10/01/2015 – 09/30/2016**

Line Item	Description	Markup Per Gallon (*)
13	Diesel Fuel Purchased via NYMEX (Heating Oil No. 2) 42,000 Gallon Contract	(a) \$
	Diesel Fuel Purchased via NYMEX (Heating Oil No. 2) 21,000 Gallon Contract	(b) \$
	Regular Unleaded 87 Octane Gasoline Purchased via NYMEX (RBOB Gasoline Future) 42,000 Gallon Contract	(c) \$
	Regular Unleaded 87 Octane Gasoline Purchased via NYMEX (RBOB Gasoline Future) 21,000 Gallon Contract	(d) \$
	SUM OF (a)+(b)+(c)+(d) NYMEX MARKUP – BASIS FOR LINE ITEM AWARD ->(e)	\$
14	Diesel Fuel Purchased via OPIS (Transport Truck Delivery)	(f) \$
	Regular Unleaded 87 Octane Gasoline Purchased via OPIS (Transport Truck Delivery)	(g) \$
	SUM OF (f)+(g) OPIS MARKUP – BASIS FOR LINE ITEM AWARD ->(h)	\$
15	Diesel Fuel Purchased via OPIS (Tank Wagon Delivery)	(i) \$
	Regular Unleaded 87 Octane Gasoline Purchased via OPIS (Tank Wagon Delivery)	(j) \$
	SUM OF (i)+(j) TANK WAGON MARKUP – BASIS FOR LINE ITEM AWARD ->(k)	\$
16	Fuel Pickup by HCBOCC	(l) \$

(*) The markup per gallon shall "exclude" all taxes.

HCBOCC may require split loads in one or more locations, see Exhibit D, subparagraph 7(j), Delivery. A split load fee not to exceed \$35 will be allowed for additional location delivery for each split load of 7,500 gallons.

Some deliveries may require a carrier pump, see Exhibit D, subparagraph 7(k) Delivery. A pump fee not to exceed \$35 will be allowed.

NAME & TITLE OF OFFEROR'S REPRESENTATIVE:
(Print or type)

SIGNATURE & DATE:

(Name & Title)
(Offeror's Name)

(Signature of Offeror's Representative)

____/____/____

HILLSBOROUGH TRANSIT AUTHORITY (HART)
TAMPA, FLORIDA

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**** OPTION **
12-MONTH TERM – PCBOCC
FUEL PURCHASES MADE 10/01/2015 – 09/30/2016**

Line Item	Description	Markup Per Gallon (*)
17	Diesel Fuel Purchased via OPIS (Transport Truck Delivery)	\$
18	Diesel Fuel Purchased via OPIS (Tank Wagon Delivery)	\$
19	Regular Unleaded 87 Octane Gasoline Purchased via OPIS (Transport Truck Delivery)	\$
20	Regular Unleaded 87 Octane Gasoline Purchased via OPIS (Tank Wagon Delivery)	\$
21	Fuel Pickup by PCBOCC	\$

(*) The markup per gallon shall "exclude" all taxes.

PCBOCC may require split loads in one or more locations see Exhibit D, subparagraph 7(j), Delivery. A split load fee not to exceed \$35 will be allowed for additional location delivery for each split load of 7,500 gallons.

Some deliveries may require a carrier pump, see Exhibit D, subparagraph 7(k) Delivery. A pump fee not to exceed \$35 will be allowed.

NAME & TITLE OF OFFEROR'S REPRESENTATIVE:
(Print or type)

SIGNATURE & DATE:

(Name & Title)
(Offeror's Name)

(Signature of Offeror's Representative)

____/____/____

HILLSBOROUGH TRANSIT AUTHORITY (HART)
TAMPA, FLORIDA

**EXHIBIT A
REPRESENTATIONS AND CERTIFICATIONS**

(FEDERALLY ASSISTED SUPPLY/SERVICE CONTRACT)

** NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH THE OFFER **

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REPRESENTATIONS

1. Affirmative Action Compliance

(a) The offeror represents as part of its offer that it has a workforce of (# of employees): _____

(b) It (Mark one with an "X"):

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

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

- has
- has not

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

2. Contingent Fee

Except for full-time bona fide employees working solely for the offeror, the offeror represents as part of its offer that it (Mark one with an "X"):

- has
- has not

been employed or retained any company or persons to solicit or obtain this contract, and (Mark one with an "X"):

- has
- has not

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

3. Covenant Against Gratuities

The offeror represents as part of its offer that no employee, official, or member of the Board (Executive Committee) of the Authority is or will be pecuniarily interested or benefited directly or indirectly in this contract. The Contractor further

represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the Board (Executive Committee) of the Authority with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of any contract resulting from the solicitation. For breach of any representation or warranty in this clause, the Authority shall have the right to annul this contract without liability and/or have recourse to any other remedy it may have at law.

4. Disadvantaged Business Enterprise (DBE)

The offeror represents as part of its offer that it (Mark one with an "X"):

is is not

a disadvantaged business enterprise (DBE). A DBE is defined as "a for-profit small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in case of any publicly owned business, at least 51 percent of the stock is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it." For purposes of this definition, socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Native Americans; women; and any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

5. Interest of Public Officials

The offeror represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will be pecuniarily interested or benefited directly or indirectly in this contract.

6. Parent Company and Identifying Data

(a) The offeror represents as part of its offer that it (Mark one with an "X"):

is is not

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

(b) If the offeror is not owned or controlled by a parent company, it shall insert its own Employer's Identification Number below:

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

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

PARENT COMPANY'S EMPLOYER'S IDENTIFICATION #:

7. Type of Business

(a) The offeror represents as part of its offer that it operates as (Mark one with an "X"):

an individual a sole proprietorship

- a partnership a corporation
 another entity _____.

(b) If incorporated, under the laws of the State of:

(c) Age of the firm: ___ years, ___ months

(d) Previous year's annual gross receipts:

- less than \$500K \$500K - \$2 mil. \$2 mil. - \$5 mil. more than \$5 mil.

CERTIFICATIONS

8. Certification of Independent Price Determination

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

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

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to the opening (in the case of an advertised procurement) or prior to award (in the case of a negotiated procurement), directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or

(2) He/she: (i) is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

9. Certification of Non-Segregated Facilities

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

(b) The offeror agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the contract.

(c) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are

segregated by explicit directive or are in fact segregated on the basis of race, color, religion or nation origin, because of habit, local custom or otherwise.

(d) It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:

- (1) obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
- (2) Retain such certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF
NONSEGREGATED
FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for such subcontract or for all subcontracts during a period (i.e., quarterly, semiannually or annually).

Note: the penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

10. Communication Policy and Certification

(a) All oral and written communications with the Authority regarding this solicitation should be exclusively with, or on subjects and with persons approved by, the Purchasing Agent identified in this solicitation. Discussions or communications with any other person could result in disclosure of proprietary or other competitive sensitive information or otherwise create the appearance of impropriety or unfair competition and, thereby, compromise the integrity of the Authority's procurement system.

(b) (b) By submission of this offer, the offeror certifies that it has not, and will not prior to contract award, communicate orally or in writing with any Authority employee or other representative (including Board members, HART contractors, or HART consultants) other than the individual, or person(s) and on subjects approved by the Purchasing Agent listed in the solicitation, except as described below: (CHECK "NONE" IF NONE EXISTS.)

NONE

Name of HART Representative

Date and Subject of Communication

(c) This certification concerns a material representation of fact upon which reliance will be placed in awarding a contract. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to any other remedies the Authority may have, the Contracting Officer may terminate the contract resulting from this solicitation for default and/or recommend that the offeror be debarred or suspended from doing business with the Authority and/or have recourse to any other remedy it may have at law.

(d) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, he/she learns that its certification was, or a subsequent communication makes, the certification erroneous.

11. Conflict of Interest Certification

By submission of this offer, I certify that:

(a) I have read and understand the General Provisions clause entitled "Interest of Public Officials" that will be incorporated into any contract resulting from this solicitation. I further understand that the pecuniary interest in that clause includes employment relationships.

(b) I understand the Authority has an internal conflict of interest policy for its employees that includes as an actual or possible conflict of interest whether or not a member of the employee's immediate family works for a firm doing, or seeking to do, business with the Authority.

(c) Mark one with an "X":

- To the best of my knowledge and belief, no employee of my firm is related to an Authority employee; or
- An employee of my firm is related to an Authority employee and a letter to the Contracting Officer explaining that relationship is attached to this Exhibit A.

(d) The requirements of this certification have been passed through to all first-tier subcontractors or subconsultants anticipated to be used at the time of the submission of my offer.

12. Non-Discrimination Assurance

The offeror certifies that it will not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The offeror understands that it is required to insert the substance of this clause in all subcontracts and purchase orders. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate. The offeror further agrees by submitting this offer that it will include this certificate, without modification, in all subcontracts and purchase orders.

13. Disadvantaged Business Enterprise Goals

If goals have been established, by submission of this offer, the offeror certifies that it will comply with the provisions of Exhibit G entitled "Disadvantaged Business Enterprise Provisions," and will meet such goals as are established in any ensuing contract.

SIGNATURE BLOCK FOR THE ABOVE REPRESENTATIONS & CERTIFICATIONS

NAME OF OFFEROR & ADDRESS (INCLUDE ZIP & PHONE)

Signature:

TYPE NAME:

DATE:

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

14. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(a) Primary Covered Transactions. [This certification applies to the offer submitted in response to this solicitation and will be a continuing requirement throughout the term of the prime contract.]

(1) In accordance with the provisions of Appendix A to 49 Code of Federal Regulations (CFR) Part 29, the offeror certifies to the best of its knowledge and belief, that it and its principals:

(i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) have not within a three-year period preceding this offer 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;

(iii) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(ii) of this Certification; and

(iv) have not within a three-year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the offeror is unable to certify to any of the statements in this certification, the offeror shall attach an explanation to this offer.

(b) Lower Tier Covered Transactions. [This certification applies to a subcontract at any tier expected to equal or exceed \$25,000 and will be a continuing requirement throughout the term of the prime contract.]

(1) In accordance with the provisions of Appendix B to 49 Code of Federal Regulations (CFR) Part 29, the prospective lower tier participant (subcontractor) certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(c) The Certification required by subparagraph (b), above, shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of certifications to the Contracting Officer upon the Contracting Officer's request.

**SIGNATURE BLOCK FOR
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
REPRESENTATIONS & CERTIFICATIONS**

NAME OF OFFEROR & ADDRESS (INCLUDE ZIP & PHONE)

Signature:

TYPE NAME:

DATE:

15. Certification of Restrictions on Lobbying

This Certification is applicable if the offer exceeds \$100,000.

(a) By submission of this offer, the offeror certifies, to the best of his or her knowledge or belief, that:

(1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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, or 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 of Lobbying Activities, in accordance with its instructions [as amended by "Government-wide Guidance for New restrictions on Lobbying," Fed. Reg. 1413 (1/19/96)].

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

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

**SIGNATURE BLOCK FOR
Certification of Restrictions on Lobbying**

REPRESENTATIONS & CERTIFICATIONS

NAME OF OFFEROR & ADDRESS (INCLUDE ZIP & PHONE)

Signature:

TYPE NAME:

DATE:

EXHIBIT B
SPECIAL SOLICITATION INSTRUCTIONS and CONDITIONS**Table of Contents**

1. Introduction and Purpose of Solicitation	1
2. Bidding Process, Evaluation of Bids and Basis for Award.....	2

1. Introduction and Purpose of Solicitation

(a) The purpose of this solicitation is to obtain sealed bids from qualified firms interested in providing diesel fuel in bulk to six (6) agencies in the Tampa Bay, Florida area. The agencies are Pinellas Suncoast Transit Authority (PSTA, St. Petersburg, Florida), Hillsborough Transit Authority (HART, Tampa, Florida), Hillsborough County Board of County Commissioners (HCBCCC), Polk County Board of County Commissioners (PCBOCC), City of St. Petersburg (COSP), and the Lakeland Area Mass Transit District (LAMTD, Lakeland, Florida).

(b) The **Pinellas Suncoast Transit Authority** (PSTA), formerly known as Central Pinellas Transit Authority (CPTA), was created by state legislation in 1970 and began in 1973 with 21 buses and 9 bus routes in northern and central Pinellas County. In 1982 the Central Pinellas Transit Authority was renamed Pinellas Suncoast Transit authority (PSTA) to more clearly describe the area served. Following the passage of two referendums, in 1984 PSTA expanded the service area by merging with the St. Petersburg Municipal Transit System. The St. Petersburg Municipal Transit System (SPMTS), at the time of the merger, consisted of approximately 64 buses on 36 bus routes, serving only the southern part of Pinellas County. From the merger of these two systems (PSTA and SPMTS) a countywide transit system was formed. Today, PSTA serves most of the unincorporated area and 21 of the county's 24 municipalities. This accounts for 97% of the county's population and 97% of its land area. The cities that are not in the Transit Authority are St. Pete Beach, Treasure Island, Kenneth City, Belleair Beach, and Belleair Shore. However, the Cities of Treasure Island and St. Pete Beach do contract for service with PSTA. PSTA operates service from one main facility in the mid-county area. PSTA is governed by a 15 member Board of Directors appointed by local governments. In addition to passenger fares, funding for PSTA is obtained through ad valorem taxes, as well as state and federal grants.

(c) The **Hillsborough Transit Authority** (HART) is a regional transportation authority and special tax district charged with planning, financing, constructing and operating public transit facilities and service within Hillsborough County. HART provides scheduled local, express bus services, 5 Flex zoned van routes, and Paratransit vans to the cities of Tampa, Temple Terrace, parts of unincorporated Hillsborough County and connections to Pinellas County. HART has approximately 730 employees and a fleet of 189 buses, 48 Paratransit vans, 8 Flex vans, and 62 staff and support vehicles. HART operates the TECO Line Streetcar System for the Tampa Historic Streetcar Inc. The fleet consists of 11 streetcars, 10 owned by HART and one provided under an operations agreement with the City of Tampa and Ybor City Street Railway Society Inc. The HART Board of Directors has adopted the following statement as the Authority's mission: The mission of the Hillsborough Transit Authority (HART) is to provide public transportation services, which are safe, dependable, and cost effective thereby enhancing the quality of life in our community

(d) The **Lakeland Area Mass Transit District** (LAMTD), has provided public transportation to the Polk County area since 1982 with a current employee population of about 135 individuals. LAMTD operations include: roughly 39 fixed route buses, 21 Paratransit Demand Response service vehicles, and 10 support vehicles. Polk County is larger than the state of Rhode Island and equal in size to Delaware, and is situated along Interstate 4 between Orlando and Tampa. The total area of the county is approximately 2,010 square miles which makes it the fourth largest county in Florida, exceeded only by Dade, Palm Beach, and Collier counties. Polk County ranks as the eighth in population among Florida's 67 counties; the Urbanized Lakeland Area houses 1/3 (over 200,000) of its currently estimated 609,000 residence. The District's Board of Directors is composed of five members, who are sitting Polk County, Florida and City of Lakeland Commissioners.

(e) The **Hillsborough County Board of County Commissioners (HCBCCC)** is a political subdivision of the State of Florida. HCBCCC operates over 3000 vehicles within Hillsborough County including vehicles engaged in public safety (fire & EMS), solid waste transfer, water and waste water activities and many other missions in service to the citizens of Hillsborough County.

(f) The **City of St. Petersburg (COSP)** is a municipality within the county of Pinellas and the State of Florida. COSP operates over 3,300 pieces of equipment. This equipment is utilized for Public Safety (Police and Fire), Solid Waste, and other missions throughout the City of St. Petersburg. The mission of the City of St. Petersburg Fleet Management

Department is to provide timely and cost effective services to all user departments to maximize availability, serviceability, safety, and appearance of all the City's vehicles and equipment.

(g) The **Polk County Board of County Commissioners (PCBOCC)** is a political subdivision of the State of Florida. Located in Central Florida, the County includes over 2000 square miles of territory and operates more than 2200 vehicles and equipment including vehicles engaged in Public Safety (Fire & EMS), Transit, Landfill operations, Utilities, Roadway, emergency generators and many other functions. Fleet Management also supplies fuel to other government entities including the Sheriff's Department and several municipalities.

(h) For this particular procurement, HART will service as the Procuring Agency. It will conduct the procurement and administer any resulting contracts. PSTA and COSP will "piggyback" onto any resulting contract(s) and the pricing offered shall be extended to PSTA, COSP and HART. HCBOCC, PCBOCC, and the LAMTD will, also, "piggyback" on any resulting contract and the pricing offered shall be extended to HCBOCC, PCBOCC, and LAMTD only under the "Option" pricing specified in the Schedule.

(i) PSTA, HART, HCBOCC, COSP, PCBOCC, and the LAMTD are seeking sealed bids from qualified firms interested in providing ultra-low sulfur diesel fuel #2 and 87 Unleaded Octane for the period October 1, 2015 to September 30, 2016. See Exhibit D for additional information on the type of contract and contract term.

2. Bidding Process, Evaluation of Bids and Basis for Award

(a) The pricing Schedule includes 3 Diesel Fuel "bid items" for HART, one for a mark-up against New York Mercantile Exchange (NYMEX) purchases of contracts for Diesel of 42,000 gallons each, one for a mark-up against New York Mercantile Exchange (NYMEX) purchases of contracts for Diesel of 21,000 gallons each, and one for a mark-up against Oil Price Index Service (OPIS). Line Items listed as 1, 2, and 3 of the Schedule will be extended to HART.

(b) For COSP, the pricing Schedule includes 2 "bid items".

- (i) Diesel Fuel Purchased via OPIS (Transport Truck Delivery)
- (ii) Regular Unleaded 87 Octane Gasoline Purchased via OPIS (Transport Truck Delivery)

a) These are listed as Line Items 5 and 6 of the Schedule will be extended to COSP only.

(c) For PSTA, the pricing Schedule includes 4 "bid items". Each "bid item" will be awarded based on the sum of the mark-ups for each description included in the line item for the "Base Term + Option Term" Sum for each lot.

- (i) Diesel Fuel Purchased via NYMEX (Heating Oil No. 2) 42,000 Gallon Contract
- (ii) Diesel Fuel Purchased via NYMEX (Heating Oil No. 2) 21,000 Gallon Contract
- (iii) Diesel Fuel Purchased via OPIS (Transport Truck Delivery)
- (iv) Regular Unleaded 87 Octane Gasoline Purchased via OPIS (Tank Wagon Delivery)

a) These are listed as Line Items 7, 8, 9 and 10 of the Schedule will be extended to PSTA only.

(d) For the Lakeland Area Mass Transit District, the pricing Schedule includes 2 "bid items".

- (i) Diesel Fuel Purchased via OPIS (Transport Truck Delivery)
- (ii) Regular Unleaded 87 Octane Gasoline Purchased via OPIS (Tank Wagon Delivery)

a) These are listed as Line Items 11 and 12 of the Schedule and will be extended to the Lakeland Area Mass Transit District only.

(e) For HCBOCC, the pricing Schedule includes 4 "bid items". Each "bid item" will be awarded based on the sum of the mark-ups for each description included in the line item.

- (i) Diesel Fuel Purchased via NYMEX (Heating Oil No. 2) 42,000 Gallon Contract
- Diesel Fuel Purchased via NYMEX (Heating Oil No. 2) 21,000 Gallon Contract
- Regular Unleaded 87 Octane Gasoline Purchased via NYMEX (RBOB Gasoline Future) 42,000 Gallon Contract
- Regular Unleaded 87 Octane Gasoline Purchased via NYMEX (RBOB Gasoline Future) 21,000 Gallon Contract
- (ii) Diesel Fuel Purchased via OPIS (Transport Truck Delivery)
- (iii) Regular Unleaded 87 Octane Gasoline Purchased via OPIS (Transport Truck Delivery)
- Diesel Fuel Purchased via OPIS (Tank Wagon Delivery)
- Regular Unleaded 87 Octane Gasoline Purchased via OPIS (Tank Wagon Delivery)

(iv) Fuel Pickup by HCBOCC

- a) These are listed as line items 13, 14, 15 and 16 of the Schedule and will be extended to HCBOCC only.

(f) For PCBOCC, the pricing Schedule includes 5 "bid items".

- (i) Diesel Fuel Purchased via OPIS (Transport Truck Delivery)
- (ii) Diesel Fuel Purchased via OPIS (Tank Wagon Delivery)
- (iii) Regular Unleaded 87 Octane Gasoline Purchased via OPIS (Transport Truck Delivery)
- (iv) Regular Unleaded 87 Octane Gasoline Purchased via OPIS (Tank Wagon Delivery)
- (v) Fuel Pickup by PCBOCC

- a) These are listed as line items 17, 18, 19, 20 and 21 of the Schedule and will be extended to PCBOCC only.

(g) To participate in the bidding process, bidders must bid at least one of twenty-one (21) line items. It is not necessary for bidders to bid all twenty-one (21) items, however.

(h) Award of contract shall be made to the responsible bidder who has provided a responsive bid and the lowest markup for each of the twenty-one (21) line items. As such, the maximum number of awards may be twenty-one (21) contracts.

(i) Bidders are bidding fuel "mark-ups." These mark-ups must cover **all** costs and fees/profit expected to be recovered by the bidder. Mark-ups exclude taxes.

(j) Estimated fuel volumes for PSTA, HART, HCBOCC, LAMTD, COSP and PCBOCC are specified, below. Because of marketplace pricing fluctuations, PSTA, HART, HCBOCC, LAMTD, COSP and PCBOCC cannot guarantee that they will purchase a specific volume of fuel under the NYMEX and the OPIS contract(s). PSTA, HART, HCBOCC, LAMTD, COSP and PCBOCC shall, guarantee, as noted in Exhibit D, paragraph 1 (Type of Contract – Indefinite Quantity – Indefinite Delivery), that they will purchase all of their NYMEX based purchases from the responsible bidder who has provided the lowest responsive NYMEX markup and all OPIS based purchases from the responsible bidder who has provided the lowest responsive OPIS markup for the duration of the contract term.

(j) Pricing (bidder mark-ups) must be submitted on the Schedule provided by the Authority.

(k) For informational purposes only, the following represents the estimated number of gallons expected to be purchased by each agency, as well as, basic information relating to existing tank farms.

ULTRA LOW SULFUR DIESEL FUEL NO. 2							
Month	Calendar Year	Estimated PSTA Fuel Volumes	Estimated HART Fuel Volumes	Estimated LAMTD Fuel Volumes	Estimated HBOCC Fuel Volumes	Estimated City of St Petersburg Fuel Volumes	Estimated Polk County Board of County Commissioners Fuel Volumes
October	2015	210,000	181,507	40,000	90,000	73,906	77,000
November	2015	189,000	159,411	40,000	90,000	61,994	93,000
December	2015	189,000	174,311	40,000	90,000	67,289	77,000
January	2016	168,000	170,625	40,000	90,000	59,742	83,000
February	2016	168,000	160,773	40,000	90,000	67,126	75,000
March	2016	189,000	175,389	40,000	90,000	67,157	78,000
April	2016	189,000	175,389	40,000	90,000	66,890	81,000
May	2016	189,000	170,027	40,000	90,000	74,051	65,000
June	2016	210,000	175,389	40,000	90,000	68,738	74,000
July	2016	210,000	182,300	40,000	90,000	71,190	68,000
August	2016	210,000	174,311	40,000	90,000	73,805	66,000
September	2016	210,000	171,086	40,000	90,000	66,491	60,000

Tank Systems	(4) - 20,000 gallon above ground tanks (1) – 5,000 gallon tank for generator	(4) - 20,000 gallon above ground tanks	(1) - 20,000 gallon above ground tank	(3)-12,000, (4)-10,000, (2)-8,000, (1)-4,000/split aboveground See Attachment 1 to Ex B – Fuel Tank Capacity and System Type. (Attachment is provided for informational purposes only)	(2) - 15,000 gallon above ground tanks and (2) 10,000 gallon above ground tanks	(7) – 10,000 gallon aboveground tanks and (4) – 15,000 gallon above ground tanks
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REGULAR UNLEADED 87 OCTANE GASOLINE

Month	Calendar Year	Estimated HBOCC Fuel Volumes	Estimated PSTA Fuel Volumes	Estimated LAMTD Fuel Volumes	Estimated City of St Petersburg Fuel Volumes	Estimated Polk County Board of County Commissioners Fuel Volumes
October	2015	70,000	6,130	3,000	75,572	147,000
November	2015	70,000	6,130	3,000	61,833	138,000
December	2015	70,000	6,130	3,000	65,028	97,000
January	2016	70,000	6,130	3,000	59,667	71,000
February	2016	70,000	6,130	3,000	62,186	130,000
March	2016	70,000	6,130	3,000	64,830	128,000
April	2016	70,000	6,130	3,000	61,756	113,000
May	2016	70,000	6,130	3,000	81,093	109,000
June	2016	70,000	6,130	3,000	64,003	100,000
July	2016	70,000	6,130	3,000	66,525	130,000
August	2016	70,000	6,130	3,000	77,835	112,000
September	2016	70,000	6,130	3,000	66,885	98,000
Tank Systems		(4)-12,000 gallon, (3)-10,000 gallon, (1)-8,000 gallon, (1)-4,000 gallon, (1)-6,000 gallon split aboveground tanks See Attachment 1 to Ex B – Fuel Tank Capacity and System Type. (Attachment is provided for informational purposes only)	(1)-10,000 gallon aboveground tank	(1)-3,000 gallon above ground tank	(2) 20,000 gallon underground tanks	(8) – 10,000 gallon aboveground tanks and (5) – 15,000 gallon above ground tanks



ATTACHMENT 1 TO EXHIBIT B FUEL TANK CAPACITY AND SYSTEM TYPE



STATION #	SITE NAME/ADDRESS	Phone #	ID #	DIESEL	UNLEAD	TOTAL CAPACITY	OVERFILL PROTECTION	LEVEL PROTECTION	TYPE SYSTEM	GENERATORS
1	3302 S. 78th St., Tampa	744.5727	9100957	1000	0	1,000	Gauge	Gauge	REGULAR	DIESEL - 750 GALLONS
2	6726 Lithia Pinecrest Rd., Lithia	744.5921	9100958	1000	0	1,000	Gauge	Gauge	REGULAR	DIESEL - 750 GALLONS
3	11101 Big Bend Rd., Gibsonton	671.7623	8842312	1500	500	2,000	Gauge	Gauge	AMES/FUEL MASTER	DIESEL - 270 GALLONS
4	11826 Hwy 92, Seffner	744.5868	8624888	1200	300	1,500	Gauge	Gauge	AMES/FUEL MASTER	DIESEL - 750 GALLONS
6	10100 Henderson Rd., Tampa	264.3885	9100961	1000	0	1,000	Gauge	Gauge	REGULAR	DIESEL - 750 GALLONS
7	122 W Bloomingdale Ave, Brandon	744.5870	8624943	600	400	1,000	Gauge	Gauge	REGULAR	DIESEL - 750 GALLONS
8	602 Lightfoot Rd., Wimauma	671.7727	n/a	n/a	n/a	n/a	n/a	n/a	n/a	DIESEL - 750 GALLONS
9	3225 N. Falkenburg Rd., Tampa	744.5728	9100963	1500	250	1,750	Gauge	Gauge	AMES/FUEL MASTER	DIESEL - 270 GALLONS
10	8430 N. Grady Ave., Tampa	554.5104	8624938	600	400	1,000	Gauge	Gauge	AMES/FUEL MASTER	LP GAS
11	117 Ridgewood Ave., Brandon	744.5861	8624749	2000	400	1,000	Gauge	Gauge	VEEDER-ROOT	DIESEL - 270 GALLONS
12	8612 Gibsonton Dr., Gibsonton	671.7644	8624902	1000	0	1,000	Gauge	Gauge	VEEDER-ROOT	DIESEL - 560 GALLONS
13	7502 Gunn Hwy, Tampa	264.3917	8624937	600	400	1,000	Gauge	Gauge	AMES/FUEL MASTER	DIESEL - 750 GALLONS
14	1113 E. 139th Ave., Tampa	975.2133	8624907	3000	0	2,000	Gauge	Gauge	VEEDER-ROOT	DIESEL - 320 GALLONS PIPED
15	715 S. 58th St., Tampa	744.5787	n/a	n/a	n/a	n/a	n/a	n/a	n/a	DIESEL - 500 GALLONS
16	9205 Kevin Dr., Riverview	671.7750	9300674	500	500	1,000	Gauge	Gauge	VEEDER-ROOT	DIESEL - 500 GALLONS
17	101 1st Ave., NE, Ruskin	671.7678	8624905	2000	500	1,000	Gauge	Gauge	REGULAR	DIESEL - 500 GALLONS
18	3096 S. Kingsway Ave.	744.5614	9811907	2000	0	2000	Gauge	Gauge	VEEDER-ROOT	DIESEL - 150 GALLONS PIPED
20	7020 W. Hillsborough Ave., Tampa	554.5075	9601840	750	250	1,000	Gauge	Gauge	REGULAR	DIESEL - 270 GALLONS
21	11641 Flint Ave., Thonotosassa	987.6233	8624986	1000	0	1,000	Gauge	Gauge	AMES/FUEL MASTER	DIESEL - 750 GALLONS
22	1120 7th St., Wimauma	671.7711	9300722	600	400	1,000	Gauge	Gauge	REGULAR	DIESEL - 750 GALLONS
23	3138 Sidney-Dever Rd., Dover	659.0963	8624904	600	400	1,000	Gauge	Gauge	AMES/FUEL MASTER	DIESEL - 750 GALLONS
24	129 Lutz-Lake Fern Rd., Lutz	949.2463	8624912	650	350	1,000	Gauge	Gauge	AMES/FUEL MASTER	DIESEL - 750 GALLONS
25	4503 Cornet Rd., Plant City	757.3899	8625554	400	0	400	Gauge	Gauge	REGULAR	DIESEL - 500 GALLONS
26	5302 W. Thonotassasa Rd., Plant City	757.3915	8624941	600	400	1,000	Gauge	Gauge	REGULAR	DIESEL - 750 GALLONS
27	4705 Bloomingdale Ave., Valrico	744.5906	9100954	1000	0	1,000	Gauge	Gauge	AMES/FUEL MASTER	DIESEL - 750 GALLONS
28	4551 Sun City Center, Sun City Ctr	672.1109	9808242	1000	0	1,000	Auto	Gauge	AMES/FUEL MASTER	DIESEL - 750 GALLONS
29	626 Golf & Sea Blvd., Apollo Beach	671.7705	8624917	600	400	1,000	Gauge	Gauge	REGULAR	DIESEL - 500 GALLONS
30	2426 Charlie Taylor Rd., Plant City	757.3897	9100964	600	400	1,000	Gauge	Gauge	REGULAR	DIESEL - 750 GALLONS
31	8901 Memorial Hwy, Tampa	554.5097	8624910	500	400	900	Gauge	Gauge	REGULAR	DIESEL - 500 GALLONS
32	5808 Harney Rd., Tampa	744.5783	n/a	n/a	n/a	n/a	n/a	n/a	n/a	DIESEL - 750 GALLONS
33	860 S. Falkenburg Rd., Tampa	744.5929	8624899	1000	0	1,000	Gauge	Gauge	AMES/FUEL MASTER	DIESEL - 750 GALLONS
34	6415 Van Dyke Rd., Lutz	264.3923	8300239	600	400	1,000	Gauge	Gauge	REGULAR	DIESEL - 750 GALLONS
35	10401 Country Way, Tampa	264.3931	9502739	600	500	1,100	Gauge	Gauge	REGULAR	DIESEL - 750 GALLONS
36	116 N. Dover Rd., Valrico	612.9133	9802035	1000	0	1,000	Gauge	Gauge	REGULAR	DIESEL - 750 GALLONS
37	5602 Providence Rd., Brandon	744.5364	9806241	1000	0	1,000	Auto	Gauge	AMES/FUEL MASTER	NATURAL GAS
38	9755 Sheldon Road, Tampa	801.6726	9808219	1000	0	1,000	Gauge	Level Gauge	REGULAR	DIESEL - 750 GALLONS
39	7371 Montague St., Tampa	264.8567	9808223	1000	0	1,000	Gauge	Level Gauge	REGULAR	DIESEL - 750 GALLONS
40	16304 N. Nebraska Ave., Lutz	269.1390	9808224	1000	0	1,000	Gauge	Level Gauge	REGULAR	LP GAS
41	15905 Mapledale Blvd., Tampa	269.5081	9808225	1000	0	1,000	Gauge	Level Gauge	AMES/FUEL MASTER	NATURAL GAS
42	5209 Ehrlich Rd., Tampa	269.5094	9808226	1000	0	1,000	Gauge	Level Gauge	Fuel Master/ Veeder-Root	NATURAL GAS
HDQRS	2709 E. Hanna Ave., Tampa	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	DIESEL - 270 GALLONS
FM	3210 S. 78th St., Tampa	272.6600	n/a	n/a	n/a	n/a	n/a	n/a	n/a	DIESEL - 270 GALLONS

ATTACHMENT 1 TO EXHIBIT B

Hillsborough County Fuel Site Listing

* Denotes a single split tank
 XG denotes Grant installed FuelMaster

Fleet	Fleet Name	Site Address	FEDP Facility ID	Configuration	Gallons - Diesel	Gallons - Unleaded	Fiber
Fleet Central							
Fleet Unit 2		410 S. 78th St Tampa, FL 33619	8944190	12 Nozzles / 6 Tanks	27,000	36,000	X
Fleet Unit 3		9809 Sheldon Rd Tampa, FL 33635	8624957	4 Nozzles / 2 Tanks	10,000	12,000	X
Fleet Unit 5		8850 Old Big Bend Rd Gibsonton, FL 33534	9625139	4 Nozzles / 6 Tanks	30,000	30,000	X
Fleet Fuel Truck		2709 E. Hanna Ave Tampa, FL 33610	8624951	4 Nozzles / 2 Tanks	8,000	8,000	X
		410 S. 78th St Tampa, FL 33619	8944190	2 Nozzles	4,000	1,000	X
Public Works							
	Public Works Central Service TMD Unit	4115 S. 66th St Tampa, FL 33619	8601750	4 Nozzles / 2 Tanks	2,000	4,000	X
	Public Works Countywide Construction	13713 US Hwy 301 N Thonotosassa, FL 33592	9400620	4 Nozzles / 2 Tanks	4,000	2,000	X
	Public Works TMD Unit 4	4702 Sydney Rd Plant City, FL	8624956	4 Nozzles / 1 Tank	4,000	6,000	X
	Public Works TMD Unit 2	9805 Sheldon Rd Tampa, FL		4 Nozzles / 4 Tanks	1,960	960	
Solid Waste							
	Solid Waste Northwest Transfer Station	8001 W. Linebaugh Ave Tampa, FL	9808058	1 Nozzle / 1 Tank	1,000	N/A	
	Solid Waste Transfer Station South	13000 US HWY 41 Gibsonton, FL	8624944	1 Nozzle / 1 Tank	12,000	N/A	X
	Solid Waste Hillsborough Heights	6209 Cy Rd 579 Seffner, FL	8733451	1 Nozzle / 1 Tank	1,000	N/A	
	Solid Waste Southeast City Landfill	15960 Cy Rd 672 Balm, FL	N/A	1 Nozzle / 1 Tank	450	100	
	Solid Waste Leachate Plant	15960 Cy Rd 672 Balm, FL	N/A	1 Nozzle / 1 Tank	N/A	150	
	Resource Recovery Energy Facility	350 N. Faulkenburg RD	9201009	1 Nozzle / 1 Tank	N/A		
Parks							
	Parks Eureka Springs Park	6400 Eureka Springs Rd Tampa, FL	N/A	1 Nozzle / 1 Tank	N/A	500	
	Parks Medard Park	5726 Panther Loop Plant City, FL	N/A	3 Nozzles / 3 Tanks	250	550	
	Parks Alderman Ford Park	9625 Canoe Launch Loop Lithia, FL	N/A	2 Nozzles / 1 Tank	N/A	500	
	Parks E. G. Simmons Park	2401 19th Ave NW Ruskin, FL	N/A	2 Nozzles / 2 Tanks	250	500	
	Parks Upper Tampa Bay Park	8001 Double Branch Rd Tampa, FL	N/A	2 Nozzles / 2 Tanks	80	500	
	Parks Letuce Lake Park	6923 E. Fletcher Ave Tampa, FL	N/A	1 Nozzle / 1 Tank	N/A	500	
	Parks Lake Park	17302 N. Dale Mabry Blvd Tampa, FL	N/A	2 Nozzles / 2 Tanks	250	500	
	Parks John B. Sargents Park	12702 Highway 301 N. Thonotosassa, FL	N/A	2 Nozzles / 2 Tanks	150	500	
	Parks Lithia Springs Park	3932 Lithia Springs Rd Lithia, FL	N/A	2 Nozzles / 2 Tanks	300	500	
	Parks ELAPP	10940 McMullen Rd Riverview, FL	N/A	2 Nozzles / 2 Tanks	500	500	
	Parks Maintenance Unit 2	111 E. 139th Ave Tampa, FL	N/A	1 Nozzle / 1 Tank	500	500	
	Parks Maintenance Unit 1	1626 Natures Way Blvd Valrico, FL	N/A	1 Nozzle / 1 Tank	2,000	N/A	
	Parks Construction	5288 Eureka Springs Rd Tampa, FL	N/A	2 Nozzles / 2 Tanks	500	500	
	Parks Cockroach Bay	3705 Gulf City Rd Ruskin, FL	N/A	2 Nozzles / 2 Tanks	500	500	
	Parks Trout Creek / Flatwoods	14302 Morris Bridge Rd Thonotosassa, FL	N/A	2 Nozzles / 2 Tanks	200	500	
	Parks Upper Tampa Bay Trails	9201 W. Walters Ave Tampa, FL	N/A	2 Nozzles / 2 Tanks	200	500	

Water

ATTACHMENT 1 TO EXHIBIT B

Central Hillsborough WTF	9399E, Columbus Drive	9610026	2 -10k Tanks	20000	N/A	
Lake Pump Station	17316 N. Dale Mabry Highway, Tampa	8624866	Generator	12,000	N/A	
Hillsborough County Water Resrc Srv-						
NW Potable W F	12950 Fawn Ridge, Tampa	9102034	Generator	5,000	N/A	
Fawn Ridge Road	450 Crystal Lakes Grove Blvd, Tampa	N/A	Generator	500	N/A	
Lithia Pinecrest	5402 Lithia Pinecrest Road, Lithia	8840068	Generator	20,000	N/A	
W.W. Treatment - Dale Mabry	13055 Delwood Road, Tampa	8624870	Generator	2,000	N/A	
W.W. Treatment - TECO Road	520 TECO Road, Ruskin	9200456	Generator	3,000 & 1,000	N/A	
Van Dyke Road	19140 Ramblewood Road, Odessa	N/A	Generator	500	N/A	
Valrico Road	1167 N. Dover Road, Dover	9045701	Generator	12,000 (3 tanks) & *4,000 (1 tank)	N/A	
Woodberry Pump Station	210 Faulkenburg Road, Brandon	9201514	Generator	2,200	N/A	
Pump Station Operations	1205 Mitchell Street, Brandon	N/A	Generator	300	N/A	
Pump Station Operations	6512 Duncan Road, Riverview	N/A	Generator	500	N/A	
Nature Way Repump	1626 Natures Way Blvd, Valrico	9806293	Generator	1,500	N/A	
Clay Avenue Master Pump Station	111 W. Clay Avenue, Seffner	9700653	Generator	1,500	N/A	
Falkenburg WW Treatment Plant	102 N. Falkenburg Road, Brandon	9201513	Generator	10,000 each - tour tanks	N/A	
Highway Booster Pump Station	2130 Highway Road, Seffner	9807175	Generator	850	N/A	
Miller Mac Pump Station	601 Miller Mac Road, Apollo Beach	9809104	Generator	3,000	N/A	
Summerfield WW Pump Station	11870 Big Bend Rd, Gibsonton	9807373	Generator	2,718	N/A	
Sun City Utilities	2205 Lloyd Dr, Sun City	N/A	Generator	300	N/A	
82nd Street Pump Station	2424 82nd Street, Tampa	N/A	Generator	250	N/A	
WCWRS-NWRRRF	10888 S. Mobley Road	9700648	Generator	8,000	N/A	
Water Resource Services Customer						
Warehouse	332 N. Falkenburg Road	9810881	Generator	30,000	N/A	
Hillsborough County WRS-NW Regional						
WRF	10890 S. Mobley Road	9700649	Generator	5,000	N/A	
South County WWTP	230 Teeco Road	9812730	Generator	3,000	N/A	
South County WWTP #2	520 TECO Road	9200456	Generator		N/A	
Fire Station 1	3302 S. 78th St Tampa, FL	9100957	1 Nozzle / 1 Tank	1,000	N/A	
Fire Station 2	6726 Lithia Pinecrest Rd Lithia, FL	9100958	1 Nozzle / 1 Tank	1,000	N/A	
Fire Station 3	11101 Big Bend Rd Gibsonton, FL	8842312	2 Nozzles / 1 Tank*	1,500	N/A	X
Fire Station 4	8430 State Rd 92 Seffner, FL	9624888	2 Nozzles / 1 Tank*	1,200	N/A	X
Fire Station 5	10100 Henderson Rd Tampa, FL	9100961	1 Nozzle / 1 Tank	1,000	N/A	
Fire Station 6	1122 W. Bloomingdale Rd Brandon, FL	8624943	2 Nozzles / 1 Tank*	600	N/A	
Fire Station 7	3225 N. Falkenburg RD Tampa, FL	9100963	2 Nozzles / 1 Tank*	1,500	N/A	X
Fire Station 8	8430 N. Grady Ave Tampa, FL	8624938	2 Nozzles / 1 Tank*	600	N/A	X
Fire Station 9	117 Ridgewood Ave Brandon, FL	8624749	2 Nozzles / 2 Tank	2000	N/A	X
Fire Station 10	8612 Gibsonton Dr Tampa, FL	8624902	1 Nozzle / 1 Tank	1,000	N/A	X
Fire Station 11	7502 Gunn Hwy Tampa, FL	8624937	2 Nozzles / 1 Tank*	600	N/A	X
Fire Station 12	1404 E. 131st Ave Tampa, FL	8624907	2 Nozzles / 1 Tank	2,000	N/A	X
Fire Station 13	9205 Kevn Dr Riverview, FL	9300674	2 Nozzles / 1 Tank*	500	N/A	X
Fire Station 14	101 1st Ave NE Ruskin, FL	8624905	2 Nozzles / 1 Tank*	2000	N/A	X
Fire Station 15	3096 Kingsway Ave Brandon, FL	9811907	1 Nozzle / 1 Tank	2,000	N/A	
Fire Station 16						
Fire Station 17						
Fire Station 18						

Fire Rescue

ATTACHMENT 1 TO EXHIBIT B

Fire Station 20	7020 W. Hillsborough Ave Tampa, FL	9601840	2 Nozzles / 1 Tank*	750	250	
Fire Station 21	11641 Flint Ave Thonotosassa, FL	8624896	1 Nozzle / 1 Tank	1,000	N/A	X
Fire Station 22	1120 7th St Wimauna, FL	9300722	2 Nozzles / 1 Tank*	600	400	
Fire Station 23	3138 Sydney-Dover Rd Dover, FL	8624904	2 Nozzles / 1 Tank*	600	400	X
Fire Station 24	129 Lutz Lake Fern Rd Lutz, FL	8624912	2 Nozzles / 1 Tank*	650	350	X
Fire Station 25	4503 Coronet Rd Plant City, FL	8625554	1 Nozzle / 1 Tank*	400	N/A	
Fire Station 26	5302 W. Thonotosassa Rd Plant City, FL	8624941	2 Nozzles / 1 Tank*	600	400	
Fire Station 27	4705 E Bloomingdale Rd Valrico, FL	9100954	1 Nozzle / 1 Tank	1,000	N/A	X
Fire Station 28	4551 Sun City Center Blvd Sun City, FL	9806242	1 Nozzle / 1 Tank*	1,000	N/A	X
Fire Station 29	626 Gulf & Sea Blvd Apollo Beach, FL	8624917	2 Nozzles / 1 Tank*	600	400	
Fire Station 30	2426 Charlie Taylor Rd Plant City, FL	9100964	2 Nozzles / 1 Tank*	600	400	
Fire Station 31	8901 Memorial Hwy Tampa, FL	8624910	2 Nozzles / 1 Tank*	500	400	
Fire Station 33	850 S. Falkenburg Rd Tampa, FL	8624899	1 Nozzle / 1 Tank*	1,000	400	X
Fire Station 34	6415 Van Dyke Rd Lutz, FL	9300239	2 Nozzles / 1 Tank*	600	500	
Fire Station 35	10401 Countryway Blvd Tampa, FL	9502739	2 Nozzles / 1 Tank*	600	500	
Fire Station 36	116 N. Dover Rd Valrico, FL	9602035	1 Nozzle / 1 Tank	1,000	N/A	
Fire Station 37	5602 Providence Rd, Brandon FL	9806241	1 Nozzle / 1 Tank	1,000	N/A	X
Fire Station 38	9755 Sheldon Rd Tampa, FL	9808219	1 Nozzle / 1 Tank	1,000	N/A	
Fire Station 39	7371 Montague St Tampa, FL	9808223	1 Nozzle / 1 Tank	1,000	N/A	
Fire Station 40	16304 N. Nebraska Ave Tampa, FL	9808224	1 Nozzle / 1 Tank	1,000	N/A	
Fire Station 41	15905 Mapledale Blvd Tampa, FL	9808225	1 Nozzle / 1 Tank	1,000	N/A	X
Fire Station 42	5209 Ehrlich Rd Tampa, FL	9808226	1 Nozzle / 1 Tank	1,000	N/A	

Emergency Management
The Regent

9812436 Generator 1200 N/A

Facilities Management

Upper Tampa Bay Lib.	11211 County Way Blvd.	9811631	Generator	2000	N/A	
West Shore Senior Cen.	4102 Spruce St.	9811633	Generator	1000	N/A	
South County Service Cen.	410 S W 30th St.	9811634	Generator	3000	N/A	
Bloomingdale Lib.	1906 Bloomingdale Ave.	9811639	Generator	2000	N/A	
Lee - Davis Service Cen.	3402 N. 22nd St.	9811640	Generator	1500	N/A	
Keel Lib.	2902 Bears Ave.	9811641	Generator	2000	N/A	
Brandon Senior Cen.	612 Parsons Ave	9811642	Generator	1000	N/A	
County Center	Kennedy	N/A	Generator	500	N/A	
County Center	Kennedy	N/A	Fire Pump	500	N/A	

Real Estate

Data Processing	505 East Street, Tampa		Generator	2000	N/A	
North Tower Courthouse	801 E. Twiggs Street, Tampa	N/A	Generator	500	N/A	
Stewart Building	3629 Queen Palm Blvd, Brandon		Generator	1000	N/A	
Falkenburg Warehouse	2418 Falkenburg Road, Brandon		Generator	2000	N/A	
Falkenburg Warehouse	2418 Falkenburg Road, Brandon		Generator	3000	N/A	
Main Library	900 N. Ashley Drive, Tampa	N/A	Generator	75	N/A	
Main Library Annex	900 N. Ashley Drive, Tampa	N/A	Generator	500	N/A	
700 Twiggs Street	700 Twiggs Street, Tampa	N/A	Generator	15	N/A	

ATTACHMENT 1 TO EXHIBIT B

County Center	601 E. Kennedy Blvd, Tampa	N/A	Generator	500	N/A
Pierce Street Garage	319 Pierce Street, Tampa	N/A	Generator	500	N/A
Edgecomb Building	800 E. Twiggs Street, Tampa		Generator	1000	N/A
Medical Examiner	11025 N. 46th Street, Tampa		Generator	2800	N/A
Family Aging/Children Services	3161 Magnum Lane	351599	Generator	1250	N/A

EXHIBIT C
SOLICITATION INSTRUCTIONS AND CONDITIONS
(INVITATION FOR BIDS – FEDERALLY ASSISTED)

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1. Acknowledgment of Amendments to Invitation for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation: (1) by signing and returning the amendment; or (2) by identifying the amendment number and date in the space provided for this purpose on the bid form; or (3) by letter or telegram. The Authority must receive the acknowledgment by the time and at the place specified for receipt of bids.

2. Authority-Furnished Property

No material, labor, or facilities will be furnished by the Authority unless otherwise provided for in the solicitation.

3. Award of Contract

(a) The contract will be awarded to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Authority, price and other factors considered. A responsible bidder is one who affirmatively demonstrates to the Authority that the bidder has adequate financial resources and the requisite capacity, capability, and facilities to perform the contract within the delivery period or period of performance, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under the solicitation and laws or regulations applicable to the procurement.

(b) The Authority reserves the right to reject any or all offers in part or in total for any reason, to accept any offer if considered best for its interest, and to waive informalities and minor irregularities in offers received.

(c) The Authority may accept any item or group of items of any offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the solicitation, offers may be submitted for any quantities less than those specified, and the Authority reserves the right to make an award on any item for a unit quantity less than the quantity offered at the unit prices offered unless the offeror specifies otherwise in the offer.

(d) A written award (or acceptance of offer) which is mailed, telegraphed, or otherwise furnished to the successful offeror

within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract without further action by either party.

(e) The Authority may, within the time specified therein, accept any offer or part thereof, as provided in (c) above, whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the Authority prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counter offer on the part of the Authority.

(f) The Authority may award a contract based on the initial price received from the lowest responsive and responsible bidder without discussion.

(g) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not form a part of any resulting contract; provided, however, that if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

4. Cancellation of Solicitation

This solicitation may be cancelled by the Authority before or after receipt of bids or proposals (as applicable) in accordance with the Authority's procurement policies.

5. Confidential Data

Each bidder may clearly mark each page of the bid that contains trade secrets or other confidential commercial or financial information which the bidder believes should not be disclosed outside the Authority. Disclosure of requested information will be determined in accordance with the Florida laws, rules and regulations.

6. Discounts

(a) Prompt payment discounts will not be considered in evaluating bids for award. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.

(b) In connection with any discount offered for prompt payment, time shall be computed from (1) the date of completion of performance of the services or delivery of the supplies to the carrier if acceptance is at a point of origin, or date of delivery at destination or port of embarkation if delivery and acceptance are at either of these points, or (2) the date the correct invoice or voucher is received in the office specified by the Authority, if the latter is later than the date of performance or delivery. For the purpose of computing the discount earned, payment shall be considered to have been made on the date of the Authority's check.

7. Disadvantaged Business Enterprise (DBE) Participation

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

(b) In accordance with its DBE Policy, the Authority has established a goal for DBE participation in this solicitation. The offeror will be expected to meet or exceed, and/or demonstrate its good faith efforts to meet the goal. This goal, expressed as a percentage of the total contract price, including any increases that may occur, is set forth in Exhibit G of this solicitation.

(c) The Authority's DBE requirements are set forth in Exhibit G of this solicitation. Offerors are advised to carefully review Exhibit G including the requisite forms attached thereto. Offerors should undertake necessary steps to plan and adequately provide for compliance with the stated DBE utilization goal well in advance of the date specified for the bid opening or receipt of Bids.

8. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing from the Authority's Contracting Officer and with sufficient time allowed for a reply to reach bidders before the submission of bids. Oral explanations or instructions given before the award of any contract, at any pre-bid conferences or otherwise, will not be binding on the Authority. Any information given to a bidder concerning an interpretation of the solicitation will be furnished to all bidders as an amendment to the solicitation, if such information is necessary to bidders in submitting bids on the solicitation or if the lack of such information would be prejudicial to uninformed bidders.

9. Late Submissions, Modifications, and Withdrawals of Bids

(a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made, and:

(1) it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier);

(2) it was sent by mail (or telegram if authorized) and it is determined by the Authority that the late receipt was due solely to mishandling by the Authority after receipt at the Authority's offices; or

(3) it was sent by U. S. Postal Service Express Mail Next Day Service - Post Office to Addressee not later than 5:00 P.M. at the place of mailing two (2) working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and U. S. Federal holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in (a) of this provision.

(c) The only acceptable evidence to establish:

(1) the date of mailing of a late bid, modification or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. The term "postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter machine impression, that is readily identifiable without further action as having been supplied and affixed on the date of mailing by an employee of the U.S. Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper; and

(2) the time of receipt at the Authority is the time-date stamp of the Authority on the bid wrapper or other documentary evidence of receipt maintained by the Authority.

(3) the date of mailing of a late bid, modification, or withdrawal sent by U. S. Postal Service Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label, and the postmark on the envelopes or wrapper and on the original receipt from the U. S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(1) of this provision. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper.

(d) Notwithstanding (a) of this provision, a late modification of an otherwise successful bid which makes its terms more favorable to the Authority will be considered at any time it is received and may be accepted.

(e) Bid may be withdrawn by written or telegraphic notice received at any time before the exact time set for receipt of bids. A bid may be withdrawn in person by a bidder or the bidder's authorized representative before the exact time set for receipt of bids, provided the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

10. Multiple or Alternate Offers Not Accepted

(a) Definitions.

(1) Multiple offers means more than one offer submitted, each satisfying the specific stated requirements of the solicitation.

(2) Alternate offers means an offer submitted that may depart from the specific stated requirements of the

solicitation.

(b) Unless otherwise specified in this solicitation, multiple or alternate offers shall not be accepted in response to this solicitation. All multiple or alternate offers shall be rejected; provided however, that if the offeror clearly identifies a primary offer, it shall be evaluated and considered for award as though it were the only offer submitted.

11. Pre-Bid Conference and Questions Concerning the Solicitation

(a) A pre-bid conference is scheduled for all interested parties to discuss the solicitation requirements, if so indicated on the Solicitation, Offer and Award Form. Details concerning the conference date, time and location are also provided.

(b) Questions and requests for clarification relating to this solicitation, shall be submitted in writing, to the contact person identified in Block 3 of the Solicitation Offer and Award form by mail, facsimile or commercial courier, at least three (3) working days in advance of the scheduled conference to allow sufficient time for responses to be considered and prepared by the Authority. Questions concerning the solicitation that are not addressed at the conference, if one is held, shall be submitted in writing no later than five (5) working days in advance of the offer submission due date and time, which is the minimum time required for the Authority's reply to reach offerors before the offer submission due date and time, as required by the "Acknowledgement of Amendments to the Invitations for Bids" clause. Questions received less than five (5) working days in advance of the offer submission due date and time will be responded to only if the Authority determines that the question and its response would have a material and substantive impact on the solicitation.

12. Preparation of Bids

(a) Bidders are expected to examine the Schedule, solicitation instructions, Special Provisions, General Provisions, all drawings, specifications, the statement of work, and all other provisions of, and exhibits to, the solicitation, whether incorporated by reference or otherwise, prior to the submission of bids. Failure to do so will be at the bidder's risk.

(b) Each bidder shall furnish the information required by the solicitation. Bids shall be submitted on the bid form contained in the solicitation. Bidders shall sign and print or type their name on the bid form and each continuation sheet on which they make an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent of the bidder (other than an officer or a partner of the bidder) are to be accompanied by evidence of the agent's authority (unless such evidence has been previously furnished to the Authority).

(c) All blanks on the bid form shall be filled in by typewriter or printed in ink with a firm fixed unit price for items bid. Unit prices shall include packing unless otherwise specified. In case of any discrepancy between a unit price and any extended or total price required by the bid form, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Bids for property or services other than those specified in the Schedule will not be considered unless specifically authorized in the solicitation. Any condition, qualification, or limitation of the bid will be a basis for rejection of the bid as nonresponsive.

(e) The bidder must state a definite time for delivery of property or for performance of services unless otherwise specified in the solicitation. All measurements shall be in the system of weights and measures in common usage in the United States, and pricing shall be in U.S. dollars.

(f) In computing any period of time for the solicitation or any resulting contract, "days" means calendar days, and the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Florida holiday, in which event the period shall run to the end of the next business day.

13. Procurement Confidentiality

(a) (Offerors are cautioned that until this solicitation is either awarded or cancelled, they may have contact only with the contact person identified in the Solicitation Offer and Award Form. Discussions or communications regarding this solicitation with any other personnel associated in any capacity with the Authority, its consultants, contractors or members of its Board of Directors, are strictly prohibited, unless otherwise approved in writing by the Contracting Officer.

(b) Any violation of this restriction may result in the disqualification of the offeror from further participation in this procurement, and from award of any contract or subcontract under this solicitation.

14. Submission of Bids

(a) Bids and modifications thereof shall be enclosed in sealed envelopes or sealed cartons and submitted to the Authority at the address specified in the solicitation. The bidder shall show the hour and date specified in the solicitation for receipt of bids, the solicitation number, and the bidder's name, address, and telephone number on the face of the envelope or carton.

(b) Telegraphic or electronic (email, facsimile) bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written, telegraphic or electronic (email, facsimile) notice, provided such notice is received prior to the hour and date specified for receipt of bids.

(c) Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, at no expense to the Authority. If not destroyed by testing, samples will be returned at the bidder's request and expense, unless otherwise specified in the solicitation.

(d) Each copy of the bid shall include the legal name of the bidder and a statement whether the bidder is a sole proprietorship, a corporation, or any other legal entity. A bid for a corporation shall further give the state of incorporation.

15. Access to Records

The offeror shall comply with the requirements of 49 U.S.C. Section 5325(g) while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. Omission

Notwithstanding the provision of drawings, technical specifications or other data by HART, the Contractor shall have the responsibility of supplying all details required to make an accurate proposal of services offered even though such details may not be specifically mentioned in the specifications.

17. Code of Ethics

With respect to this proposal, if any proposer violates or is a party to a violation of the State of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work or for goods or services.

18. Public Entity Crimes

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a proposer, supplier, subproposer, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

19. Protest Procedures

(a) General. Any interested party affected in connection with a solicitation, award of contract or rejection of all offers may submit a written Notice of Intent to Protest and a Formal Written Protest.

(b) Timeline for Notice of Intent to Protest

(1) Protest of Solicitation. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the Notice of Intent to Protest shall be filed in writing within seventy-two (72) hours after the posting of the solicitation.

(2) Failure to submit a Notice of Intent to Protest. Failure to submit the Notice of Intent to Protest within seventy-two (72) hours of the terms, conditions, and specifications of a solicitation and who continues to participate in the solicitation process, will be deemed to have waived any rights to protest the terms, conditions, or specifications of

that solicitation.

(3) Protest of Award of Contract or Rejection of All Offers. Any person who is adversely affected by the Authority's decision or intended decision to award a contract or reject all offers shall file a Notice of Intent to Protest in writing within seventy-two (72) hours after the posting of the notice of decision or intended decision. Failure to submit the Notice of Intent to Protest within seventy-two (72) hours will result in the protest being rejected by the Authority without further consideration.

(4) Notice Requirements. The Notice of Intent to Protest shall include at a minimum:

- (i) the Notice of Intent to Protest shall be titled "Notice of Intent to Protest";
- (ii) name and address of the protester;
- (iii) identification of the procurement or contract;
- (iv) name of the attorney and firm representing protestor, if applicable; and
- (v) reasons for the protest.

(5) Timeline for Formal Written Protest. The formal written protest shall be filed within seven (7) days after the date the Notice of Intent to Protest is timely filed. Failure to submit the Formal Written Protest within seven (7) days will result in the protest being rejected by the Authority without further consideration.

(6) Written Protest Requirements. The Formal Written Protest shall include at a minimum:

- (i) the Formal Written Protest shall be titled "Formal Written Protest";
- (ii) name and address of the protester;
- (iii) name of the attorney and firm representing protestor, if applicable;
- (iv) identification of the solicitation;
- (v) reason(s) for the protest;
- (vi) requested relief;
- (vii) the Protest must demonstrate how the protestor has been aggrieved as a result of the Authority's decision and shall include the facts, argument(s), and the law upon which the protest is made;
- (viii) documents to substantiate the basis or ground for the protest; and
- (ix) the required Protest Bond.

(c) No further consideration. Any documents, basis or ground(s) for a protest not set forth or provided in the formal written protest required under this provision shall be deemed waived.

(d) Protest Bond. Any person who files a protest of a solicitation, award of contract or rejection of all offers pursuant to this section shall post with the Authority, at the time of filing a Formal Written Protest, a bond payable to the Authority in the following amounts:

- (1) for a protest of a solicitation, the bond shall be \$5,000; and
- (2) for a protest of an award of contract or rejection of all offers, the bond shall be equal to one (1) percent of the lowest offer submitted or \$10,000, whichever is less. If there is no offer submitted, the bond amount shall be \$10,000.

(e) Condition of Bond. The bond required by this subsection shall be conditioned upon the payment of all costs which may be adjudged against the person filing the protest in the court which the action is brought and any subsequent appellate court proceeding. If, after completion of the court process and any appellate court proceedings, the Authority prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including reasonable attorney fees. Upon payment of such costs and charges by the person filing the protest, the bond shall be returned to

him or her. If the person filing the protest prevails, the bond shall be returned to him or her. The entire amount of the bond shall be forfeited if a court determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the department or parties.

(f) Failure to Submit a Protest Bond. Failure to submit a protest bond with a Formal Written Protest will result in the protest being rejected by the Chief Executive Officer (CEO) or CEO's designee without further consideration by the Authority.

(g) Time Computation. Saturdays, Sundays, or Federal or State of Florida holidays shall be excluded in the computation of the time periods provided by this section.

(h) Delivery. Notice of Intent to Protest, Formal Written Protests, and Protest Bond shall be sent via hand delivery or certified mail. **Electronic forms of delivery are not an acceptable means of delivery.** The protester is solely responsible for verifying that the written protest was received in a timely manner. Written protests should be addressed to:

Hillsborough Transit Authority
Attention: Chief Executive Officer
1201 East 7th Avenue
Tampa, Florida 33605

(i) Stay of Procurement. Upon receipt of a timely filed Formal Written Protest and Protest Bond, the Authority shall not proceed further with the solicitation or contract award process until the protest is resolved by final Authority action, unless the Chief Executive Officer (CEO) sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay necessary to protect substantial interests of the Authority.

(j) Resolution of Protest.

(1) Review of Protest. The CEO or CEO's designee shall review all information and documents provided by the protester including the procurement file to make a determination on the protest.

(2) Hearing or Opportunity to be heard. The CEO or CEO's designee shall provide the protestor an opportunity to be heard on the issues stated in the protest.

(3) Written Determination. After the hearing on the protest and review of all evidence, the CEO or CEO designee shall provide a written decision to the protestor if the matter is not mutually resolved. The CEO or CEO designee shall take as much time as necessary to review the protest and make a written determination. The CEO or CEO's designee decision shall be final and conclusive unless within five (5) days of receipt of the written decision, the protesting party delivers a formal written appeal to the CEO.

20. Appeal to Board of Directors or Appeals Board.

(a) Timeline for Filing a Notice of Appeal. The protestor may appeal a denial by the CEO or CEO's designee to the Board of Directors or an Appeals Committee Appointed by the Board (hereinafter "Appeals Committee"). A Notice of Appeal shall be filed within seventy-two (72) hours of the receipt of the decision by the CEO or CEO's designee.

(b) Notice Requirements. The Notice of Appeal shall include at a minimum:

- (1) the Notice shall be titled "Notice of Appeal";
- (2) name and address of the protestor;
- (3) name of attorney and firm representing appellee;
- (4) identification of the solicitation; and
- (5) reason(s) for the protest.

(c) Timeline for Formal Written Appeal. The Formal Written Appeal shall be filed within five (5) business days from the receipt of the timely filed Notice of Appeal.

(d) Formal Written Appeal Requirements. The Formal Written Appeal shall include at a minimum:

- (1) the written appeal shall be titled "Formal Written Appeal";
- (2) name and address of the protestor hereinafter "appellee";
- (3) name of the attorney and firm representing appellee, if any;
- (4) identification of the solicitation;
- (5) reason(s) for the appeal;
- (6) requested relief; and
- (7) the Appeal must demonstrate how the appellee has been aggrieved as a result of the Authority's decision of denial of the protest and shall include the facts, argument(s), and the law upon which the appeal is made.

(e) Failure to Timely File a Notice of Appeal or Formal Written Appeal. Failure to submit the Notice of Appeal or Formal Written Appeal timely will result in the protest and appeal being rejected by the Authority without further consideration.

(f) Delivery. Written appeals shall be sent via hand delivery or certified mail. **Electronic forms of delivery are not an acceptable means of delivery.** The appellee or party appealing the decision is solely responsible for verifying that the written appeal was received in a timely manner. Written appeals should be addressed to:

Hillsborough Transit Authority
 Attention: Chief Executive Officer
 1201 East 7th Avenue
 Tampa, Florida 33605

(g) Proceeding before the Board or Appeals Committee.

(1) Notice of Proceeding. The CEO or the CEO's designee will notify the appellee of the proceeding date and whether the matter will be held before the Board or Board Appeals Committee.

(2) Review of the Appeal. The Board will review and render a decision and determination on the Appeal or the Board may refer the appeal to a Board Appeals Committee for review and recommendation. The Board Appeals Committee shall consist of three (3) Board Members and a non-voting member appointed by the CEO. The Board or Appeals Committee shall review the notice of appeal and all materials provided.

(3) Opportunity to be Heard. The Board or the Appeals Committee shall also provide the appellee or party making the appeal an opportunity to be heard prior to rendering a decision. The Head of the Procurement Division or a designee shall also be given an opportunity to be heard. The Board or the Appeals Committee shall review all information and documents including the Formal Written Protest. No additional grounds shall be considered that were not made at the time of the Formal Protest.

(4) Decision on the Appeal. The Board shall render a decision and determination on the appeal of the denial of the protest. The decision and determination of the Board of Directors regarding the appeal of the denial of the protest shall be final. The Appeals Committee shall make a recommendation of decision and determination to the Board of Directors. The Board of Directors decision on the recommendation of the Appeals Committee shall be final. The appellee and any bidder, offeror or proposer who is afforded the opportunity to participate in the protest proceeding shall be bound by the Board's decision and determination and may not protest or appeal that decision. The appellee shall be given a written notice of the decision and determination by the Board within five (5) business days of decision and determination.

(5) Withdrawal of Protest and Appeal: At any time during the protest or appeal process, the protestor or appellee may withdraw its protest and Appeal.

21. FTA Protest Procedures

Federal Transit Administration (FTA) Circular 4220.1F prescribes the limited circumstances under which FTA will review a protest and establishes the detailed procedures that must be followed by a protestor. Under those procedures, FTA will only review protests submitted by an "interested party" regarding: (1) the alleged failure of the Authority to have or follow its written protest procedures, or its alleged failure to review a complaint or protest; or (2) violations of Federal law

or regulation.

22. Order of Precedence

In the event of any inconsistency between the provisions of the solicitation (including any resulting contract), the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Special Solicitation Instructions and Conditions; (c) Solicitation Instructions and Conditions; (d) Special Provisions; (e) General Provisions; (f) other provisions of the contract whether incorporated by reference or otherwise; and (g) the specifications or statement of work.

EXHIBIT D
SPECIAL PROVISIONS**Table of Contents**

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1. Type of Contract - Indefinite Quantity/Indefinite Delivery

(a) This is an indefinite quantity, indefinite delivery contract for the supplies or services specified elsewhere in the contract. The quantities of supplies and services specified are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause.

(c) Estimated fuel volumes for PSTA, HART, HCOCC, COSP, PCBOCC, and the LAMTD are specified in Exhibit B, subparagraph 2(k). Because of marketplace pricing fluctuations, PSTA, HART, HCOCC, COSP, PCBOCC, and the LAMTD cannot guarantee that they will purchase a specific volume of fuel under the NYMEX and the OPIS contract(s). PSTA, HART, HCOCC, COSP, PCBOCC, and the LAMTD shall, guarantee, that they will purchase all of their NYMEX based purchases from the Contractor awarded the NYMEX contract(s) and all of their OPIS based purchases to the Contractor awarded the OPIS contract(s).

(d) The Authority reserves the right to purchase fuel under either the OPIS or NYMEX contracts at the mark-ups specified in the Schedule. The Contractor will assist each Authority with the monitoring of the NYMEX market. When appropriate, each Authority will notify the Contractor when a NYMEX purchase is required and the Contractor shall be responsible for promptly locking in the desired number of futures contracts per month on the Authority's behalf. The cost to monitor and lock-in NYMEX contracts shall be included in the mark-ups specified in the pricing Schedule.

(e) Except for any limitations on quantities, which may be specified elsewhere in this contract, there is no limit on the number of orders that may be issued.

(f) Orders issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Authority's rights and obligations with respect to that order, to the same extent as if the order were completed during the contract's effective period.

2. Ordering

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

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

(c) If mailed, an order is considered "issued" when the Authority deposits the order in the mail.

- (d) Additionally, orders may be issued by telephone followed by a written order, by electronic mail with an attached order, or by facsimile.
- (e) Minimum order. Tank Wagon Delivery shall be made by a tank wagon truck with a minimum delivery of 500 gallons up to 4,000 gallons.
- (f) The Authority shall place orders in the following quantities:
- (1) 21,000 or 42,000 gallons of fuel for NYMEX orders.
 - (2) Transport Truck with a minimum delivery of 8,500 gallons for gasoline, 7,500 gallons for diesel and 8,000 gallons for a combination load of gasoline and diesel.
 - (3) Tank Wagon Delivery with a minimum delivery of 500 gallons up to 4,000 gallons of diesel or gasoline.

3. Price Calculations

- (a) NYMEX - Shall be determined by adding the fixed fee per gallon to the NYMEX futures contracts price per gallon.
- (1) Diesel - The applicable futures contract price per gallon shall be based on futures contract prices per gallon obtained in the New York Mercantile Exchange (NYMEX) for Heating Oil No. 2 for each month the Procuring Agency purchases contracts.
 - (2) Unleaded - The applicable futures contract price per gallon shall be based on futures contract prices per gallon obtained in the New York Mercantile Exchange (NYMEX) for RBOB Gasoline Futures for each month the Procuring Agency purchases contracts.
- (b) OPIS - Shall be determined by adding the fixed fee per gallon to the Oil Price Information Services (OPIS) price per gallon. The OPIS price shall be based upon the daily OPIS Gross Contract (10am feed) average from the Tampa Terminal on the day in which the fuel delivers.
- (c) The Contractor shall determine delivery costs from the closest fuel terminal used to service the customer's facility regardless of when or where the Contractor actually obtained Fuel. If there are Fuel restrictions, shortages and/or allocations placed on suppliers of Fuel product by either terminals, suppliers and/or the government (local and/or federal) for any reason, then the Contractor shall have the ability to supply fuel from the next closest terminal as determined by the Contractor. No additional fuel costs or fees shall be paid to the Contractor in the event fuel is not available from the Tampa Terminal.

4. Contract Term

The term of this contract shall be from October 1, 2015 to September 30, 2016.

5. Exercise of Option

- (a) The Authority may exercise the option listed on the Schedule of this contract for PSTA by written notice to the Contractor within the term of the contract. If feasible, the Authority shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the PSTA to an extension, and any absence of notice shall not affect the validity of any exercise of the option to extend the term of this contract.
- (b) Option year(s) estimated number of gallons expected to be purchased is the same as the 12-month base period.
- (c) If the Authority exercises this option, the extended contract shall be considered to include this option provision.
- (d) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years from contract term.

6. Price Escalation

- (a) In the event of price escalation of goods or services, which may result in an increase in the costs this contract during the contract term, the Authority will consider requests by the successful bidder/bidders for a price escalation equivalent to the percentage increase of the item.
- (b) Price escalation will be made under the following conditions:
- (1) No request for a price escalation will be considered for the first 12-months of the contract period;
 - (2) A price escalation/de-escalation will be considered 12-months after the beginning of the award period and at 12-month intervals thereafter;
 - (3) The Contractor shall provide written notice from his supplier indicating the exact percentage of escalation/de-escalation a minimum of 30 days prior to the effective date of the price escalation/de-escalation;
 - (4) The price escalation shall be based on the supplier's proof of price increase;
 - (5) Proof must be from the supplier's and in detail of the amount of the increase;
 - (6) The Contractor must submit a list with the commodities listing their current price, the price of the proposed increase and the escalation/de-escalation and the new final price;
 - (7) The Authority reserves the right to accept or reject the price increase; and
 - (8) If, at the point of exercising the price escalation provision, market media indicators show that the prices have decreased, and that the Contractor has not passed the decrease on to the Authority, the Authority reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the Authority's Bidders List for a period of time deemed suitable by the Authority. In the event of this occurrence, the Authority further reserves the right to utilize any/or all options stated herein

7. Delivery

- (a) Delivery shall be determined by a receipt sign by a designated agent of the Authority at the designated point of delivery. The Authority shall provide the Contractor a schedule or shall request deliveries by phone or written communication. The Contractor shall supply fuel within 24 hours of phone order, or as scheduled in advance on the day and during the time period so scheduled. In case of an emergency such as war, strikes or natural disasters, the Contractor shall make best efforts to supply fuel as soon as possible.
- (b) The Authority reserves the right to purchase fuel from other sources in the event the Contractor fails to deliver fuel in accordance with the specifications and the contract documents. The Contractor shall be liable for any cost differences in the price of these procurements, unless the cause for failure to deliver is a result of war, strikes or a natural disaster.
- (c) Deliveries shall be made by trucks with sealed and certified markers and the Contractor shall provide the Authority's representative at the location a delivery slip detailing the net quantity delivered after temperature correction. An employee of the Authority will be present at all times during delivery. The Authorities employee will inspect the markers before delivery to insure that the truck was loaded in accordance with the delivery slip supplied by the Contractor. Fuel shall be delivered into tanks below or above ground as required by the Authority. The Contractor shall take all necessary steps to insure that its drivers are fully aware of the proper tanks for fuel delivery.
- (d) Fuel delivery at PSTA and HART, the Contractor drivers shall report to the stores Receiving Department prior to unloading fuel. An employee of the Authority may be present at fuel delivery, at the Authority's discretion.
- (e) An employee of HCBOCC and PCBOCC will not be present at all times. Markers will not be inspected.
- (f) Should the Authority's fuel tank(s) be contaminated due to action of the Contractor, the Contractor shall be fully responsible to remove and dispose of all contaminated products properly, and clean said tank(s), line(s) and nozzle(s) at no cost to the Authority. The contaminated product(s), including those other than diesel fuel, must be replaced at no cost to the Authority. The Contractor agrees to abide by the Authority's determination of whether the fuel tank(s) have been contaminated due to action of the Contractor, which determination shall be final.

(g) The Contractor shall supply the Authority with a 24X7 emergency contact number to report fuel spills or contamination in order to expedite a remediation plan.

(h) The Contractor's truck deliveries shall be constantly monitored by the delivering truck driver. The Contractor shall be responsible for the clean-up of all spills/leaks that occur during or as a result of deliveries, and shall notify the appropriate authorities of any spill/leaks as required by law. Deliveries shall be made in Transport (approximately 7,500 gallon) and Tank Wagon (approximately 500 gallons up to 4,000 gallons) quantities loaded, to properly sealed and certified markers.

(i) Transport truck delivery for HCBOCC, PCBOCC, COSP, LAMTD, and PSTA may require split load deliveries for orders placed in increments of 7,500 gallons to multiple locations. A split load fee will be allowed for transport truck orders made to each additional location.

(j) Tank wagon delivery for PSTA, HCBOCC, PCBOCC and LAMTD shall be a minimum order of 500 gallons up to 4,000 gallons of diesel or gasoline for multiple locations; a split load fee will not be allowed on tank wagon deliveries.

(k) Some Agency tanks may not be equipped with a pump. A pump fee will be allowed for a delivery requiring a carrier pump.

(l) Delivery Days/Hour. Unless otherwise agreed to by the parties, delivery for PSTA, LAMTD, and HART shall occur Monday through Friday from 8:00 a.m. until 4:00 p.m. eastern standard time, except Authority-designated holidays. Delivery for the HCBOCC shall occur from 7:00 a.m. to 2:30 p.m. Monday through Friday for Central, Unit 2, and Unit 5, Monday through Thursday for Countywide, Unit 4, and Unit 3. Delivery for the PCBOCC shall occur Monday through Friday from 7:00 a.m. to 5:30 p.m. eastern standard time. Delivery for COSP excluding City designated holidays shall occur Monday through Friday from 7:00 a.m. until 3:00 p.m. eastern standard time for Fleet Management Department and Monday through Friday from 7:00 a.m. until 1:00 p.m. eastern standard time for Sanitation Department. Deliveries made outside the delivery period may be rejected.

(m) Delivery F.O.B. Destination. All deliveries shall be made F.O.B. destination, within the Authority's premises. The term "F.O.B. destination, within the Authority's premises," as used in this clause, means free of expense to the Authority delivered and laid down within the doors of the Authority's premises, including delivery to specific rooms within a building if so specified. The delivery sites are located at:

Pinellas Suncoast Transit Authority – PSTA

3101 Scherer Drive N
St Petersburg, Florida 33716

Hillsborough Transit Authority – HART

4305 East 21st Avenue
Tampa, Florida 33605

Lakeland Area Mass Transit District - LAMTD

d/b/a Citrus Connection
1110 George Jenkins Blvd
Lakeland, Florida 33815

City of St Petersburg – COSP:

Fleet Management Department (Two 20,000 gallon UNL tanks and Two 15,000 gallon DSL tanks)
1800 7th Avenue North
St. Petersburg, FL 33713

Sanitation Department (Two 10,000 gallon DSL tanks)
2001 28th Street North
St. Petersburg, FL 33713

Hillsborough County Board of County Commissioners – HCBOCC:

Fleet Central (Two 12,000 DSL tanks and three 12,000 gallon UNL tanks)
410 South 78th Street
Tampa, Florida 33619

Unit 2 (One 10,000 DSL tank and one 12,000 UNL tank)

9809 Sheldon Road,
Tampa, Florida 33635

Unit 3 (Three 10,000 UNL tanks and three 10,000 DLS tanks)

885 Old Big Bend Road,
Gibsonton, Florida 33534

Unit 4 (One split tank with 4,000 gallon DSL and 6,000 gallon UNL)

4710 Sydney Road,
Plant City, Florida 33567

Unit 5 (One 8,000 gallon DSL tank and one 8,000 UNL tank)

2709 East Hanna Ave.
Tampa, Florida 33610

Countywide (One 8,000 gallon DSL tank and one 4,000 UNL tank)

13173 US Highway 301 North,
Thonotosassa, Florida 33592

South County Transfer Station (One 12,000 DSL tank)

13000 US highway 41,
Gibsonton, Florida 33534

Polk County Board of County Commissioners – PCBOCC:**Mulberry 101** (One 15,000 gallon DSL tank and one 15,000 gallon UNL tank)

900 N.E. 5th Street
Mulberry, FL 33860

Fort Meade 102 (One 10,000 DSL tank and one 10,000 UNL tank)

1060 N.E. Ninth Street
Fort Meade, FL 33841

Auburndale 103 (One 10,000 DSL tank and one 10,000 UNL tank)

1701 Holt Road
Auburndale, FL 33823

Dundee 104 (One 10,000 DSL tank and one 10,000 UNL tank)

1107 Martin Luther King Street
Dundee, FL 33838

Providence 152 (One 15,000 DSL tank and one 15,000 UNL tank)

8936 US Highway 98N
Lakeland, FL 33809

Frostproof 106 (One 10,000 DSL tank and one 10,000 UNL tank)

350 S.R. 630A
Frostproof, FL 33843

Fleet Management (One 15,000 DSL tank and two 15,000 UNL tanks)

2450 Bob Phillips Road
Bartow, FL 33830

Bartow Air Base (One 10,000 DSL tank and One 10,000 UNL Tank)

190 Ben Durrance Road
Bartow, FL 33830

Landfill 302 (Waste Resource Management) (One 10,000 DSL tank and one 10,000 UNL tank)

7415 HWY 540
Lakeland, FL 33801

Dunson 151 (One 15,000 DSL tank and one 15,000 UNL tank)
1300 Dunson Road
Davenport, FL 33698

Eagle Lake 107 (One 10,000 DSL tank and one 10,000 UNL tank)
3000 Sheffield Road
Winter Haven, FL 33880

Sheriff 150 (One 10,000 UNL tank)
2815 Winter Lake Road
Eaton Park, FL 33812

8. Fuel Pickup by HCOCC and PCBOCC

(a) Hillsborough County Fleet Management and Polk County Fleet Management is authorized to pick-up fuel from the Marathon Oil Company Terminal in the Port of Tampa. Pickup shall be between 8:00 a.m. to 3:00 p.m. Monday through Friday, Eastern Standard Time. Fleet Management shall place written or verbal orders. Upon said order the Contractor shall provide a release number(s) and pickup location(s).

(b) The Contractor shall provide assistance to establish access to supplementary terminals to pick-up fuel at the Port of Tampa.

(c) The Contractor shall provide and process all required paperwork to allow Hillsborough County and Polk County Fleet Management full access to said terminals.

(d) The Contractor shall provide a Bill of Lading (metered ticket) at time of pickup for all fuel pickup. The County will pay the contract fuel price as specified in the Schedule.

9. Option – LAMTD, HCOCC and PCBOCC

(a) The Authority may exercise the option listed on the Schedule for the LAMTD, HCOCC and PCBOCC within sixty (60) days from contract award for the purchase of fuel for PSTA, HART and COSP.

(b) If exercised, the same contract terms and conditions will prevail.

10. Invoicing and Payment

(a) The Contractor may offer a cash discount for prompt payment.

(b) Invoices may be submitted following fuel delivery(ies) and shall conform to policies or regulations adopted from time to time by the Authority. Invoices shall be legible and shall contain, as a minimum, the following information: (1) the contract and order number (if any); (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any); (3) any discounts offered to the Authority under the terms of the contract; (4) bill of lading with evidence of the acceptance of the supplies or services by the Authority; (5) unique traceable invoice number(s); and (6) any other information necessary to demonstrate entitlement to payment under the terms of the contract. Failure to provide the above critical information may result in the rejection and return of the invoice for resubmission with complete data.

(c) Subject to the withholding provisions of the contract, payment shall be made within 30 days after the Authority's receipt of a properly prepared invoice.

(d) Invoices shall be paid within thirty (30) days of the Authority's receipt of a proper invoice. To ensure timely processing of payments, all invoices must be sent to the following addresses:

For PSTA:
Pinellas Suncoast Transit Authority (PSTA)

Attn: Accounts Payable
3201 Scherer Drive N
St. Petersburg, FL 33716
accountspayable@psta.net

For HART:

Hillsborough Transit Authority (HART)
Attn: Accounts Payable
1201 E. 7th Ave.
Tampa, FL 33605
accountspayableh@gohart.org

For LAMTD:

Lakeland Area Mass Transit District
d/b/a Citrus Connection
Attn: Accounts Payable
1212 George Jenkins Blvd.
Lakeland, FL 33815
Finance@ridecitrus.com

For HCBOCC:

Hillsborough County BOCC
Attn: Fleet Management
410 South 78th Street
Tampa, Florida 33619
mcgeejs@hillsboroughcounty.org and
countyfinanceinvoices@hillsclerk.com

For COSP:

City of St. Petersburg
Finance Department
Attn: Accounts Payable
PO Box 1257
St. Petersburg, FL 33731-1257
AP@stpete.org

For PCBOCC:

Polk County BOCC
Fleet Management Division
P.O. Box 9005, DR AS03
2490 Bob Phillips Road
Bartow, FL 33830-9005
mimihardee@polk-county.net

(e) The Authority reserves the right to hold back all or part of payments due until any defective work is corrected or cured. This holdback shall not constitute a breach by the Authority. If defective work cannot be cured or Contractor refuses to cure defective work upon request by the Authority within a reasonable time as specified herein, the Authority may use the holdback payments as partial liquidated damages for cost and expenses to cure the defective work. However, the Authority has the right to seek additional damages beyond the holdback payments to cure defective work caused by the Contractor to the extent allowed by law.

(f) The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contract receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority.

(g) The Authority shall only be invoiced for the actual net amount of fuel delivered to its tanks.

(h) Payment made by PSTA, HART COSP and PCBOCC shall be by check. Payment made by HCBOCC shall be by check or Electronic Funds Transfer (EFT). Payment made by LAMTD shall be by Electronic Funds Transfer (EFT).

11. Insurance Requirements

(a) Prior to the commencement of work governed by this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his/her own expense, insurance as specified below, which is made part of this contract. The Contractor will ensure that the insurance obtained will extend protection to all Sub-Contractors engaged by the Contractor. As an alternative the Contractor may require all Subcontractors to obtain insurance consistent with the required coverage's.

(b) The Contractor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to Hillsborough Area Regional Transit (HART), Pinellas Suncoast Transit Authority - (PSTA), Lakeland Area Mass Transit District - (LAMTD), Hillsborough County Board of County Commissioners – (HCBOCC), City of St. Petersburg - (COSP), and the Polk County Board of County Commissioners – (PCBOCC). The required certificates shall be supplied with your bid, or within (7) calendar days of notification of intent to award. Delays in the commencement of work, resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

(c) The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance. The insurance company(ies) must maintain a minimum rating of A- as assigned by AM Best.

(d) The Contractor will be held responsible for all deductibles and self-insured retentions that may be contained in the Contractor's Insurance policies.

(e) The Contractor shall provide, PSTA, HART, LAMTD, HCBOCC, COSP and PCBOCC, as satisfactory evidence of the required insurance, either:

- (1) Certificate of Insurance; or
- (2) A Certified copy of the actual insurance policy.

(f) PSTA, HART, LAMTD, HCBOCC, COSP and PCBOCC, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

(g) All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to PSTA, HART, LAMTD, HCBOCC, COSP and PCBOCC by the insurer.

(h) The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

(i) PSTA, HART, LAMTD, HCBOCC, COSP and PCBOCC, its employees and officials will be included as "Endorsed as Additional Insured" on all policies, except for Workers' Compensation.

(j) The use of an Umbrella or Excess policy to achieve the specified limits will be acceptable as long as the terms and conditions of the Umbrella or Excess policy are no less restrictive than the underlying primary policies.

(k) **Commercial General Liability:** Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- (1) Premises Operations
- (2) Products and Completed Operations

- (3) Blanket Contractual Liability
- (4) Personal Injury Liability
- (5) Expanded Definition of Property Damage

(l) **The minimum limits acceptable shall be \$1,000,000 per occurrence with a general aggregate of at least \$3,000,000.**

(m) An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its 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 acceptance of work by PSTA, HART, LAMTD, HCBOCC, COSP and PCBOCC.

(n) **Vehicle Liability:** Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for: Owned, Non-Owned, and Hired Vehicles

(o) The minimum limits acceptable shall be \$5,000,000 Combined Single Limit (CSL).

(p) In compliance with the Motor Carrier Act of 1980 (FMCA of 1980) Contractors must include any amendments of the Act; **the policy should be endorsed with an MCS-90 Endorsement**, demonstrating financial responsibility compliance and insurability for spills and clean-up of pollutants (Use form for the Federal Motor Carrier-90)

(q) With the Type of Carriage and Commodity transported, the **MCS-90 Insurance Coverage is \$5,000,000** or as instructed by the FMCA of 1980 (Reference Schedule of Limits-Public Liability/page 8 of Part 387 – Minimum Levels of Finance Responsibility for Motor Carriers/Part of the Federal Motor Carriers Act of 1980).

(r) **Workers' Compensation and Employers Liability:** Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute § 440.

(s) In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

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

(t) Coverage shall be maintained throughout the entire term of the contract.

(u) If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, PSTA, HART, LAMTD, HCBOCC, COSP and PCBOCC shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

(v) **Pollution/Environmental Impairment Liability:** Recognizing that the work governed by this contract involves the storage, treatment, processing, or transporting of hazardous materials (as defined by the Federal Environmental Protection Agency), the Contractor shall purchase and maintain, throughout the life of the contract, Pollution Liability Insurance which will respond to bodily injury, property damage, and environmental damage caused by a pollution incident.

(w) Contractor's Pollution/Environmental/Legal Liability Policy needs to include the Endorsement Release of Owned and Non-Owned Disposal Site to protect PSTA, HART, LAMTD, HCBOCC, COSP and PCBOCC from the non-transportation pollution exposures and the transportation of hazardous materials. The Contractor will purchase and maintain these coverages throughout the life of the contract for the protection of the bodily injury, property damage and environmental damage caused by the pollution occurrence.

(x) The minimum limits of liability shall be: \$5,000,000 per occurrence and \$10,000,000 general aggregate.

(y) If coverage is provided on a claims made basis, an extended claims reporting period of four (4) years will be required.

(z) **HOLD HARMLESS, INDEMNIFICATION & PAY ON BEHALF OF:** The contractor agrees to hold PSTA, HART, LAMTD, HCBOCC, COSP and PCBOCC harmless against all claims for bodily injury, sickness, disease, death or personal injury of

damage to property or loss of use resulting there from, arising out of the agreement, contract or lease unless such claims are a result of PSTA, HART, LAMTD, HCBOCC, COSP and PCBOCC sole negligence. The contractor agrees to pay on behalf PSTA, HART, LAMTD, HCBOCC, COSP and PCBOCC and to pay the cost of PSTA's, HART's, LAMTD's, HCBOCC's, COSP's and PCBOCC's legal defense, as may be selected PSTA, HART, LAMTD, HCBOCC, COSP and PCBOCC, for all claims described in the Hold Harmless paragraph. Such payment on behalf of PSTA, HART, LAMTD, HCBOCC, COSP and PCBOCC shall be in addition to any and all other legal remedies available to PSTA, HART, LAMTD, HCBOCC, COSP and PCBOCC and, shall not be considered to be PSTA's, HART's, LAMTD's, HCBOCC's, COSP's and PCBOCC's exclusive remedy.

(aa)POLICY CANCELLATION AND RENEWAL: All of the required insurance coverage's must be issued as required by law and must be endorsed, where necessary, to comply with the minimum requirements contained herein.

(bb)Thirty (30) days prior written notice by certified or registered mail must also be given to:

Risk Manager
Hillsborough Transit Authority
1201 East 7th Avenue
Tampa, FL 33605

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

Director of Fleet Management
Hillsborough County BOCC
410 South 78th Street
Tampa, FL 33619
stantonr@hillsboroughcounty.org

Procurement Manager
The Lakeland Area Mass Transit District (LAMTD)
d/b/a Citrus Connection
1212 George Jenkins Blvd
Lakeland, FL 33815

City of St. Petersburg
Procurement Director
One 4th Street North, 5th Floor
St. Petersburg, FL 33701

Procurement Director
Polk County BOCC
330 West Church Street
Bartow, FL 33830

(cc)As to cancellation and intent not to renew any policy and any change that will reduce the insurance coverage's required in this Contract except for the application of the Aggregate Limits Provision. Renewal Certificates of Insurance on HART's form must be provided HART twenty (20) days prior to expiration of current coverage's so that there shall be no interruption in the service due to lack of proof of insurance coverage's required of the Contractor.

(dd)Should at any time the Contractor not maintain the insurance coverage's required of it, PSTA, HART, LAMTD, HCBOCC, COSP and/or PCBOCC may either cancel or suspend delivery of goods or services as required by Contractor or, at its sole discretion, shall be authorized to purchase such coverage and charge the Contractor for such coverage's purchased PSTA, HART, LAMTD, HCBOCC, COSP and PCBOCC shall be under no obligation to purchase such insurance or be responsible for the coverage's purchased or the responsibility of the insurance company/companies used. The decision of PSTA, HART, LAMTD, HCBOCC, COSP and PCBOCC to purchase such insurance coverage's shall in no way be construed to be a waiver of its rights.

12. Contract Identification Number

The Contractor shall prominently display the contract and purchase order numbers on any correspondence, invoices and submittals.

13. Other

(a) Federal funds may be utilized by the PSTA, HART, HCBOCC, PCBOCC and COSP. Federal Funds shall be utilized by the LAMTD.

(b) In the event of any default that occurs due to the action of PSTA, HART, LAMTD, HCBOCC, COSP and PCBOCC the defaulting agency shall be responsible.

EXHIBIT E
ADDENDUM TO GENERAL PROVISIONS
(FEDERALLY ASSISTED SUPPLY/SERVICES CONTRACT)

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The Contract clauses and provisions in this Exhibit apply to all Federally-assisted supply and service contracts. These provisions supersede and take precedence over any other clause or provision contained within this contract that may be in conflict therewith.

1. No Obligation by the Federal Government

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

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

2. Program Fraud and False or Fraudulent Statements or Related Acts

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

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

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

3. Access to Records

The following access to records requirements apply to this contract:

(a) The Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

4. Federal Changes

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

5. Nondiscrimination

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

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

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

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630,

pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

6. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(a) Primary Covered Transactions. [This certification applies to the offer submitted in response to this solicitation and will be a continuing requirement throughout the term of the prime contract.]

(1) In accordance with the provisions of Appendix A to 49 Code of Federal Regulations (CFR) Part 29, the offeror certifies to the best of its knowledge and belief, that it and its principals:

(i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) have not within a three-year period preceding this offer 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;

(iii) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(ii) of this Certification; and

(iv) have not within a three-year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the offeror is unable to certify to any of the statements in this certification, the offeror shall attach an explanation to this offer.

(b) Lower Tier Covered Transactions. [This certification applies to a subcontract at any tier expected to equal or exceed \$25,000 and will be a continuing requirement throughout the term of the prime contract.]

(1) In accordance with the provisions of Appendix B to 49 Code of Federal Regulations (CFR) Part 29, the prospective lower tier participant (subcontractor) certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(c) The Certification required by subparagraph (b), above, shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of certifications to the Contracting Officer upon the Contracting Officer's request.

7. Access Requirements for Individuals with Disabilities

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and the following regulations and any amendments thereto:

(a) US. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR. Part 37;

(b) US. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR. Part 27;

(c) US. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR. Part 38;

- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR. Part 35;
- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR. Part 36;
- (f) General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 CFR. Part 101-19;
- (g) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR. Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR. Part 64, Subpart F; and
- (i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

8. Clean Air and Water Act

(a) Definitions:

- (1) "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).
- (2) "Clean air standards," as used in this clause, means:
- (i) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;
 - (ii) An applicable implementation plan as described in Section 110(d) of the Air Act [42 U.S.C. 7410(d)];
 - (iii) An approved implementation procedure or plan under Section 110(c) or Section 111(d) of the Air Act [42 U.S.C. 7411(c) or (d)]; or
 - (iv) An approved implementation procedure under Section 112(d) of the Air Act [42 U.S.C. 7412(d)].
- (3) "Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pre-treatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- (4) "Compliance," as used in this clause, means compliance with:
- (i) Clean air or water standards; or
 - (ii) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.
- (5) "Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised, by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee of the Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.
- (6) "Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

(b) The Contractor agrees:

- (1) To comply with all the requirement of Section 114 of the Clean Air Act (42 U.S.C. 7414) and Section 308 of the

Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use best effort to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

(4) To insert the substance of this clause into any nonexempt subcontract, including this paragraph (b)(4).

9. Contract Work Hours and Safety Standards Act- Overtime Compensation-Nonconstruction

(a) Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess for forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(b) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the provisions set forth in paragraph (a) of this clause.

(c) Withholding for Unpaid Wages and Liquidated Damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal Contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payrolls and Basic Records.

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

10. Disadvantaged Business Enterprise (DBE) Program

It is the policy of the Authority and the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have a level playing field and an opportunity to participate in the performance of

contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.

11. Energy Policy and Conservation Act

The Contractor shall recognize mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.).

12. Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

13. Notice of Federal Requirements

The Contractor is advised that Federal requirements applicable to this contract as set forth in federal law, regulations, policies, and related administrative practices may change during the performance of this contract. Any such changes shall also apply to this contract.

14. Officials Not to Benefit

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

15. Restrictions on Lobbying

(a) The Contractor shall timely comply with the requirements of the lobbying restrictions set forth in 31 U.S.C. § 1352 and 49 CFR Part 20, and as those authorities may be hereafter amended.

(b) If a Standard Form LLL, Disclosure of Lobbying Activities, is required to be completed by the Contractor or subcontractor at any tier, such disclosure form shall be furnished to the Contracting Officer.

16. Incorporation of Federal Transit Administration (FTA) Terms

These provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth herein. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any HART requests which would cause HART to be in violation of the FTA terms and conditions.

17. Recycled Products

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

18. Buy America Provision

This solicitation and the resulting contract are subject to the Buy America requirements of 49 U.S.C. § 5323(j) and the Federal Transit Administration's implementing regulations found at 49 CFR § 661, the provisions of each of which are incorporated herein by reference. These regulations require, as a matter of responsiveness, that the bidder or offeror submit with its offer a completed certification in accordance with 49 CFR § 661.6 or § 661.12, as appropriate. These certifications are set forth in Exhibit U of this solicitation.

EXHIBIT F
GENERAL PROVISIONS
(SUPPLY CONTRACT)

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1. Definitions

As used throughout this contract, the following terms shall have the meaning set forth below:

(a) The term "the Authority" means the Hillsborough Transit Authority, Hillsborough Area Regional Transit or HART; and the term "duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized in writing to act for the Authority.

(b) The term "Contracting Officer" means the person executing this contract on behalf of the Authority or his duly appointed successor; and the term includes, except as otherwise provided in this contract, the authorized representative of the Contracting Officer acting within the limits of his authority.

(c) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders under this contract.

(d) In computing any period of time established under this contract, "days" means calendar days, and the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Florida holiday, in which event the period shall run to the end of the next business day.

2. Changes

(a) The Contracting Officer may, at any time, by written order, make changes within the general scope of the contract in the services to be performed. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Contractor of the notification of change unless the Contracting Officer grants a further period of time before the date of final payment under the contract.

(b) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer.

3. Excusable Delays

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Authority in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless -

(1) the subcontracted supplies or services were obtainable from other sources;

(2) the Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) the Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Authority under the Termination Clause of this contract.

4. Examination and Retention of Records

(a) The Contracting Officer and his representatives shall have the audit and inspection rights described in the applicable paragraphs (b) and (c), below.

(b) If this is a cost-reimbursement type, incentive, time and materials, labor hour, or price re-determinable contract, or any combination thereof, the Contractor shall maintain, and the Contracting Officer and his representatives shall have the right to examine, all books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract. Such right of examination shall include inspection at all reasonable times at the Contractor's plants, or such parts thereof, as may be engaged in or maintain records in connection with the performance of this contract.

(c) If the Contractor submitted certified cost or pricing data in connection with the pricing of this contract or if the Contractor's cost of performance is relevant to any change or modification to this contract, the Contracting Officer and his representatives shall have the right to examine all books, records, documents, and other data of the Contractor related to the negotiation, pricing, or performance of such contract, change, or modification for the purpose of evaluating the costs incurred and the accuracy, completeness, and currency of the cost or pricing data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the costs incurred and the cost or pricing data submitted, along with the computations and projections used therein.

(d) The materials described in (b) and (c), above, shall be made available at the office of the Contractor at all reasonable times for inspection, audit, or reproduction until the expiration of three (3) years from the date of final payment under this contract, except that:

(1) if this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any final settlement; and

(2) records which relate to appeals under the Disputes Clause of this contract or litigation, or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been resolved.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts exceeding \$10,000 hereunder, altered to reflect the proper identification of the contracting parties and the Contracting Officer under the prime contract.

5. Compliance with Public Records Law

Contractor agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by Authority.
- (b) Provide the public with access to public records on the same terms and conditions that Authority would provide the public records and at a cost that does not exceed the cost provided in Chapter 119 of the 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 Authority all public records in possession of Contractor upon termination of this Purchase Order and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Authority in a format that is compatible with Authority information technology systems.
- (e) Failure of the Contractor to comply with these requirements shall be considered a material breach of this Contract.

6. Inspection

(a) "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Authority during contract performance and for as long afterwards as the contract requires.

(c) The Authority has the right to inspect and test all services called for by the contract, to the extent practicable, at all times and places during the term of the contract. The Authority shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services do not conform with contract requirements, the Authority may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Authority may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(e) If the Contractor fails promptly to perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Authority may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Authority that is directly related to the performance of such service or (2) terminate the contract for default.

7. Notice of Labor Disputes

(a) If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor immediately shall give notice, including all relevant information, to the Contracting Officer.

(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract under which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

8. Licenses and Permits

The Contractor shall, without additional expense to the Authority, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of the work or to the products or services to be provided under this contract including, but not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

9. Compliance with the Law

The Contractor shall perform all work hereunder in compliance with all applicable federal, state, and local laws and regulations. The Contractor shall use only licensed personnel to perform work required by law to be performed by such personnel.

10. Federal, State, and Local Taxes

The Contractor shall procure any and all licenses, permits, or certificates required by properly constituted authorities for the performance of the service. The Contractor shall pay taxes, including, but not limited to, those assessed on vehicles and property owned by the Contractor in connection with the furnishing of the service.

11. Prompt Payment

The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 (ten) calendar days from receipt of each payment the prime receives from the Authority. The Contractor agrees further to release retainage payments (if applicable) to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed and final payment has been made to the subcontractor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval from the Contracting Officer.

12. Publicity Releases

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this contract or the work hereunder which the Contractor or any of its subcontractors desires to make for purposes of publication in whole or in part, shall be subject to approval by the Contracting Officer prior to release.

13. Interest of Public Officials

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

14. Civil Rights

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

(b) Equal Employment Opportunity.

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq.

(which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

15. Soliciting or Accepting Gifts

Pursuant to section 112.3148(3), Florida Statutes, no HART employee shall solicit anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action.

16. Government-Wide Debarment and Suspension

(a) This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

(b) The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

(c) By signing and submitting its bid or proposal, the proposer certifies as follows:

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

17. Prohibited Interest

No member, officer, or employee of HART or of a local public body during his tenure or two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as provided by law.

18. Indemnification and Hold Harmless

(a) It is expressly agreed that the first five dollars of the amount to be paid the Contractor pursuant to this contract is given as separate consideration for the following covenant of indemnification: The Contractor agrees to be responsible for, and assume the defense of and indemnify and hold harmless HART, its officers and employees, except for the sole negligence of HART, from all claims, demands, judgments, liability, loss, damage, including attorney's fees or injuries of every kind, including patent infringements, resulting directly or indirectly from the performance of, or the failure to perform, the work by the Contractor or by any person, firm, or corporation to whom any portion of the work is subcontracted by the Contractor, or resulting from the use of any tools, machinery, or other property of HART.

(b) In any litigation or arbitration, including appellate proceedings, arising out of or relating to this contract, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

19. Termination

(a) Termination for Convenience: Notwithstanding any provision herein, HART may terminate this contract by written notice, in whole or in part, when it is in the Government's interest. If this contract is terminated, HART shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(b) Termination for Default: If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Hillsborough Transit Authority may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If the Contractor defaults in performance of this contract HART has the right to withhold the disputed amounts.

(c) Opportunity to Cure: The Hillsborough Transit Authority in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

(d) If Contractor fails to remedy to Hillsborough Transit Authority's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within ten (10) days after receipt by Contractor of written notice from Hillsborough Transit Authority setting forth the nature of said breach or default, Hillsborough Transit Authority shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Hillsborough Transit Authority from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(e) If it is later determined by the Hillsborough Transit Authority that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Hillsborough Transit Authority, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

20. Resolution of Contract Claims and Disputes

(a) Claims and Disputes Authority to Resolve. All claims or disputes by a Contractor against the Authority relating to a contract shall be submitted in writing to the designated Contracting Officer of the Procurement Department for a determination.

(b) Definition. Claims and disputes include controversies arising under a Contract and those based upon breach of contract, mistake, misrepresentation or other cause of contract modification, termination or rescission.

(c) Notice of Claim or Dispute. The Contractor shall submit a Notice of Claim or Dispute in writing within ten (10) days of issue giving rise to claim or dispute. The date of the issue shall include when the contractor knew of the issue or should have known of the issue that gave rise to the claim or dispute.

(d) Notice Requirements. The Notice of Claim or Dispute shall include at a minimum:

- (1) the Notice of Claim or Dispute shall be titled "Notice of Contract Claim or Notice of Contract Dispute";
- (2) name and address of the contractor;
- (3) name of the attorney and firm representing contractor, if applicable;
- (4) identification of the contract; and
- (5) Reasons for the claim or dispute.

(e) Failure to timely submit Notice. Failure to submit the Notice of Claim or Dispute within ten (10) days of the issue that gave rise to the dispute or claim will result in the claim or dispute being rejected by the Authority without further consideration. The date of the issue shall include when the contractor knew of the issue or should have know of the issue that gave rise to the claim or dispute.

(f) Delivery. A Notice of Claim or Dispute shall be sent via hand delivery or certified mail. **Electronic forms of delivery are not an acceptable means of delivery.** The contractor is solely responsible for verifying that the Notice of Claim or Dispute was received in a timely manner. Notice of Claim or Dispute should be addressed to:

Hillsborough Transit Authority
 Attention: Chief Executive Officer
 1201 East 7th Avenue
 Tampa, Florida 33605

(g) Timeline for Formal Written Claim or Dispute. The Formal Written Claim or Dispute shall be filed within seven (7) days after the date the Notice of Claim or Dispute is timely filed. Failure to submit the Formal Written Claim or Dispute within seven (7) days will result in the Claim or Dispute being rejected by the Authority without further consideration.

(h) Written Claim or Dispute Requirements. The Formal Written Claim or Dispute shall include at a minimum:

- (1) the Formal Written Claim or Dispute shall be titled "Formal Written Contract Claim or Dispute";
- (2) name and address of the contractor;
- (3) name of the attorney and firm representing contractor, if any;
- (4) identification of the solicitation;
- (5) reason(s) for the claim or dispute;
- (6) requested relief;
- (7) the claim or dispute must demonstrate how the contractor has been aggrieved as a result of the Authority's decision and shall include the facts, argument(s), and the law upon which the claim or dispute is made;
- (8) documents to substantiate the basis or ground for the claim or dispute.

(i) No further consideration. Any documents, basis or ground(s) for the claim or dispute not set forth or provided in the formal written contract claim or dispute required under this provision shall be deemed waived.

(j) Written determination. The Contracting Officer shall issue a decision in writing within ten (10) days of the hearing of Claim or Dispute and shall mail to the contractor. The decision shall state the reasons for the decision reached.

(k) Administrative Remedies. This process is considered to be an administrative remedy and all contractors agree to exhaust their administrative remedies under the Authority policies prior to seeking judicial relief of any type in connection with any matter related to the suspension or debarment.

21. Appeal of Contract Claims or Disputes

(a) Appeal. The Contracting Officer's decision shall be final and conclusive unless within five (5) days of receipt of the decision the contractor delivers a written appeal to the CEO or CEO's designee.

(b) Requirements of the Appeal. The Formal Written Appeal of the Claim or Dispute shall include at a minimum:

- (1) the Formal Written Appeal shall be titled "Formal Written Appeal of the Contract Claim or Dispute";
- (2) name and address of the contractor;
- (3) name of the attorney and firm representing contractor, if any;
- (4) identification of the solicitation;

- (5) reason(s) for the appeal;
- (6) requested relief;
- (7) the Appeal of the claim or dispute must demonstrate how the contractor has been aggrieved as a result of the Authority's decision and shall include the facts, argument(s), and the law upon which the appeal is made; and
- (8) documents to substantiate the basis or ground for the claim or dispute.

(c) Delivery of Appeal. Notice of Appeal of a Claim or Dispute under this Subsection shall be sent via hand delivery or certified mail. **Electronic forms of delivery are not an acceptable means of delivery.** The claimant is solely responsible for verifying that the written protest was received in a timely manner. Written protests should be addressed to:

Hillsborough Transit Authority
 Attention: Chief Executive Officer
 1201 East 7th Avenue
 Tampa, Florida 33605

(d) Failure to submit a timely Appeal. Failure to submit the Appeal within five (5) days of the receipt of the determination will result in the appeal being rejected by the Authority without further consideration.

(e) Review of Appeal. The CEO or CEO's designee may review the Appeal or may refer to Binding Arbitration for review and determination of the decision by the Contracting Officer at CEO or CEO designee's sole discretion.

(f) Opportunity to be Heard. The CEO, CEO's designee or Arbitrator shall provide the appellee and Authority with an opportunity to be heard on the appeal.

(g) Arbitration. If the matter is referred to Binding Arbitration, the parties shall select a neutral arbitrator by agreement or striking from a selection panel. Both parties shall be given an opportunity to be heard. The Arbitrator shall render a written decision within thirty (30) days of the hearing. The prevailing party shall be entitled to all costs and fees associated with Arbitration. The decision of the Arbitrator shall be final.

(h) Administrative Remedies. This process is considered to be an administrative remedy and all contractors agrees to exhaust its administrative remedies under the Authority policies prior to seeking judicial relief of any type in connection with any matter related to the contract claim or contract dispute.

22. Mediation and Arbitration

(a) The Contractor agrees to use good faith efforts to resolve all disputes. In the event the parties are unable to resolve any dispute relating to the contract, such dispute may be submitted to voluntary mediation or binding, self-administered arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") as agreed to by the parties. A single mediator or arbitrator may be selected by the parties within thirty days of a written demand for mediation or arbitration. Demand for mediation or arbitration may be made within a reasonable time after the dispute has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. If the parties cannot agree on the mediator or arbitrator, then either party may file a motion or application with the Chief Judge (or Acting Chief Judge) of the court with jurisdiction to appoint either a mediator or an arbitrator. Any mediator or arbitrator chosen shall be a disinterested party with knowledge of the industry. The mediator or arbitrator shall construe this contract in accordance with the laws of the State of Florida. Venue for mediation or arbitration shall be Hillsborough County, Florida. Any expenses incurred in connection with hiring the mediator and the administrative costs of the mediation shall be shared and paid equally between the Parties.

(b) If arbitration is elected, the arbitrator's reasoned opinion shall be in writing, separately and specifically stating the findings of fact and conclusions of law on which the decision is based, and shall be rendered within ninety (90) days following selection of the arbitrator unless the parties mutually agree to extend said time. Each party shall be entitled to reasonable discovery in accordance with the Federal Rules of discovery. Only damages allowed pursuant to the contract may be awarded and the arbitrator shall have no authority to award treble, exemplary or punitive damages of any type under any circumstances regardless of whether such damages may be available under Florida law. The decision of the arbitrator shall be final and non-appealable. Any expenses incurred in connection with hiring the arbitrator and the

administrative costs of the arbitration shall be shared and paid equally between the parties. If the parties do not agree to mediate or arbitrate the disputes, the parties may avail themselves of any other action available by law.

23. Assignment

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

24. Order of Precedence

In the event of any inconsistency between the provisions of the solicitation (including any resulting contract), the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Special Solicitation Instructions and Conditions; (c) Solicitation Instructions and Conditions; (d) Special Provisions; (e) General Provisions; (f) other provisions of the contract whether incorporated by reference or otherwise; and (g) the specifications or statement of work.

25. Governing Law

(a) The work done by the selected contractor in response to the request for proposals shall be in complete compliance with all applicable Federal, State and Local Laws and their respective rules and regulations. This compliance shall be at the Contractor's expense.

(b) Jurisdiction and venue for any legal action arising out of this contract and between the parties hereto shall be exclusively in Hillsborough County, Florida. The law governing any dispute between the parties to this contract shall be the law of the State of Florida except insofar as the dispute, or a part thereof, is subject to Federal Law by pre-emption.

(c) In the event that the contractor is domiciled in a country other than the United States or is a controlled subsidiary of a company which is domiciled in a country other than the United States and in the future event that any litigation should arise between the parties respecting any matter of fact or law that is international in nature, the venue of litigation with regard thereto shall be in the courts of the State of Florida or the United States of America, located in the State of Florida, County of Hillsborough.

(d) Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this contract, then federal common law, including the law developed by federal boards of contract appeals, the United States Claims Court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. This is the complete agreement between the parties. If any provision of the contract is found to be invalid or unenforceable, the remaining provisions shall not be impaired.

HILLSBOROUGH TRANSIT AUTHORITY (HART)
TAMPA, FLORIDA

EXHIBIT G
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROVISIONS
(FEDERALLY-ASSISTED CONTRACT WITHOUT A PROJECT-SPECIFIC DBE GOAL)

HART's FY14, FY15, FY16 DBE Goal is 10.8%. For assistance or with questions concerning the provisions in this Exhibit ONLY, contact Renee Pratt-Cocroft, DBE & Compliance Specialist at (813) 384-6626.

1. DBE Goal

A DBE Goal has not been assigned to this particular contract; however, HART encourages Offerors to provide contract opportunities to DBEs.

The Offeror's summary of subcontractor utilization (Attachment 1) is to be submitted when the initial response to the Authority's solicitation is due, as described in #4 below.

2. Banks and Financial Institutions

The Contractor is encouraged to utilize the services of disadvantaged, minority and woman-owned banks and financial institutions. The identity of such banks is available at http://www.fms.treas.gov/mbdp/current_list.html and <http://www.federalreserve.gov/releases/mob/current/default.htm>.

3. Directory of DBE's

The Unified Certification Program (UCP) maintains an electronic DBE directory of all firms certified in Florida. The directory is located at <http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>. The local certifying UCP agency is the Hillsborough County Aviation Authority (HCAA) located at the Tampa International Airport. Appropriate forms to apply for DBE certification are available at <http://www.tampaairport.com/minority-and-disadvantaged-business-contracting>

The Contractor is also encouraged to utilize the Authority's Vendor Registry to search for vendors that have registered to do business with HART at <https://gohart.diversitycompliance.com/>.

4. Submission of Subcontractor Utilization Forms and Related Documentation

All Offerors shall submit the Subcontractor Utilization form (Attachment 1 to Exhibit G) when the initial response to the Authority's solicitation is due. The Offeror shall indicate the names of any subcontractor(s), subconsultant(s) or supplier(s) to be used in this contract (DBE-certified or non DBE-certified firms), or indicate that no portion is intended to be subcontracted.

The Contractor must provide a copy of each subcontract agreement to the Contracts Specialist for this solicitation within three (3) business days of execution and must notify the HART Contract Specialist for this solicitation of any change in subcontractor utilization. HART encourages Contractors to bring copies of subcontracts to kick-off meetings.

The subcontractor will report payments to subcontractors, subconsultants or suppliers by using the Vendor Compliance System (See #5 below) or by requesting from the HART Contracts Specialist a reporting form that must accompany the Contractor's invoice submittals.

5. Vendor Compliance System

The Authority's Vendor Compliance System is web-based and can be accessed at the following internet address: <https://gohart.diversitycompliance.com/>.

The Contractor and any subcontractors shall provide any noted and/or requested contract compliance-related information electronically in the Authority's Vendor Compliance System. The Contractor and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the Vendor Compliance System on a regular basis to manage contract information and contract records. The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contract information is up to date. The Contractor and any subcontractors, subconsultants or suppliers are required to self-report and verify prompt payment through the Authority's Vendor Compliance System.

ATTACHMENT 1 TO EXHIBIT G
(SUMMARY OF SUBCONTRACTOR(S)/SUBCONSULTANT(S)/SUPPLIER(S))

Offerors should provide information on **all** of their prospective subcontractor(s)/subconsultant(s)/supplier(s) who will participate on this solicitation. Use additional sheets as necessary.

Project Name: _____ HART Solicitation # _____

NAMES AND ADDRESSES OF SUB-CONTRACTOR(S)/SUBCONSULTANT(S)	TYPE OF WORK TO BE PERFORMED	ETHNICITY & GENDER OF OWNER	PREVIOUS YEAR'S ANNUAL GROSS RECEIPTS	\$ AMOUNT ON CONTRACT
NAME: ADDRESS: PHONE: FAX: E-MAIL: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM: IS THE FIRM A CERTIFIED DBE IN THE STATE OF FLORIDA BY THE UCP? YES <input type="checkbox"/> NO <input type="checkbox"/>	Ethnicity <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Subcont. Asian American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.	
NAME: ADDRESS: PHONE: FAX: E-MAIL: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM: IS THE FIRM A CERTIFIED DBE IN THE STATE OF FLORIDA BY THE UCP? YES <input type="checkbox"/> NO <input type="checkbox"/>	Ethnicity <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Subcont. Asian American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.	
NAME: ADDRESS: PHONE: FAX: E-MAIL: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM: IS THE FIRM A CERTIFIED DBE IN THE STATE OF FLORIDA BY THE UCP? YES <input type="checkbox"/> NO <input type="checkbox"/>	Ethnicity <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Subcont. Asian American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.	

The offeror does not intend to subcontract on this contract.

Name of bidder/offeror's firm: _____

Print Name/Title of Person completing this form: _____

Signature _____ Date _____

Email _____ Phone _____

**HILLSBOROUGH TRANSIT AUTHORITY (HART)
TAMPA, FLORIDA
EXHIBIT H
STATEMENT OF WORK**

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1. Scope

This specification describes the requirements for the purchase of grade 2 D-S15 Ultra Low Sulfur Diesel Fuel in accordance with EPA Heavy Duty Highway Diesel Rule and Regular Unleaded Gasoline meeting ASTM specification, D 4814 – Standard Specification for Automotive Spark-Ignition Engine Fuel with a minimum of 87 octane and a maximum of 10% Ethanol tied to the RBOB Gasoline futures.

2. Abbreviations / Definitions

ABBREVIATION	DESCRIPTION
2D S15	No. 2 diesel with Maximum 15 ppm sulfur
ASTM	American Society for Testing and Materials
CFR	Code of Federal Regulations
EPA	Environmental Protection Agency
MSDS	Material Safety Data Sheet
PPM	Parts Per Million

3. Compliance Documentation

AGENCY	STANDARD NUMBER	TITLE OF DOCUMENT
EPA	40 CFR Part 80	Regulation of Fuels and Fuel Additives
EPA	EPA420-F-06-064	Heavy Duty Highway Diesel Rule
ASTM	D975-14	Standard Specification for Diesel Fuel Oils
ASTM	D3120-08	Standard Test Method for Trace Quantities of Sulfur in Light Liquid Petroleum Hydrocarbons by Oxidative Microcoulometry
ASTM	D4814	Standard Specification for Automotive Spark-Ignition Engine Fuel

4. Requirements

(a) This specification will not take precedence over any Local, State or Federal requirement enacted after award of this contract that is more stringent. Contractor shall notify the Authority as soon as any more stringent Local, State or Federal requirement is known and prior to implementation on Hillsborough Transit Authority fuel deliveries.

(b) Contractor shall be in compliance with EPA regulation 40 CFR Part 80.

(c) **Diesel.** The fuel grade will be No. 2D-S15 ultra low sulfur diesel fuel 15ppm sulfur content maximum, meeting standards of ASTM D975-10 and ASTM-D3120.

(d) **Regular Unleaded 87 Octane Gasoline.** Regular Unleaded Gasoline meeting ASTM specification, D 4814 – Standard Specification for Automotive Spark-Ignition Engine Fuel with a minimum of 87 octane and a maximum of 10% Ethanol.

(e) The Loading Ticket/Bill of Lading shall indicate the grade of fuel being delivered, initial issuing source, load order number, bill of lading number, and company receiving product.

(f) The delivery Bill of Lading shall indicate tank line delivering product, trailer number, bill of lading number and type of fuel.

5. Verification

(a) The Authority reserves the right to inspect and test all products called for by the solicitation. Inspection and tests by the Authority are for the sole benefit of the Authority and do not: (1) relieve the Contractor of responsibility for providing adequate control measures; or (2) affect the continuing rights of the Authority after acceptance of the product.

(b) The Contractor shall remedy at the Contractor's expense any failure of the product offered to conform to the specifications. In addition, the Contractor shall remedy at the Contractor's expense any damage to real or personal property owned or controlled by the Authority when damage is the result of the Contractor's failure to provide a product that conforms to the specifications.

(c) If the Contractor fails to remedy any failure, defect or damage within twenty-four (24) hours after receipt of notice, the Authority shall have the right to replace, remove or otherwise remedy the failure, defect or damage at the Contractor's expense.

HILLSBOROUGH TRANSIT AUTHORITY (HART)
TAMPA, FLORIDA

EXHIBIT I ENVIRONMENTAL & SUSTAINABILITY MANAGEMENT SYSTEM

The following information is supplied to contractors and suppliers who perform work for HART. The information presented in these guidelines has been developed in response to the Environmental & Sustainability Management System (ESMS). The intent of this information is to make contractors and suppliers aware of the ESMS and to ensure conformance to applicable ESMS procedures and work instructions

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1. INTRODUCTION

(a) The following information is supplied to contractors and suppliers who perform work for HART. The information presented in these guidelines has been developed in response to the Environmental & Sustainability Management System (ESMS). The intent of this information is to make contractors and suppliers aware of the ESMS and to ensure conformance to applicable ESMS procedures and work instructions.

(b) An important part of the ESMS relates to the control of contractors, subcontractors and persons working for or on behalf of HART who are required to comply with relevant environmental policies and procedures. The nature of these activities is such that their personnel have significant potential to effect environmental performance and regulatory compliance within HART. Contractor personnel and our personnel therefore must work together to achieve the goals of the environmental policy, objectives and target and the protection of the environment. Contractors must be aware of the importance of compliances with relevant environmental legislation and regulations, and of the consequences of non-compliance.

(c) HART operates an ESMS that meets the requirements of the ISO 14001 standard. Conformance with the environmental policy and all requirements noted in this document is expected of all contractors, subcontractors, suppliers and their employees while working for HART. Failure to follow these requirements can be grounds for termination of the contract.

(d) For further information, please contact HART Project Manager.

2. GENERAL ENVIRONMENTAL MANAGEMENT PROCEDURES

(a) Contractors are responsible for furnishing HART with relevant training records and certifications for any personnel whose work activities have the potential of impacting the environment.

(b) Contractors will not transport hazardous chemicals without having prior knowledge of the associated Material Safety Data Sheets (MSDS). These materials include but are not limited to sealers, adhesives, paints, coatings, fuels, oils, acids and caustics. All sizes of containers require review and approval before their use.

- (c) Contractors will provide adequate control of fugitive dust emissions during all operations and activities.
- (d) Contractors will not discharge anything to drains and/or sewers without the prior approval of the HART Project Manager.
- (e) Contractors will provide adequate spill/release prevention for all bulk materials.
- (f) Contractors will immediately notify the HART Project Manager of any spills, releases or other environmental incidents. Contractors will follow up by submitting a completed Tracking of Spills and Releases form.
- (g) Contractors will properly label, store and dispose of all waste materials.
- (h) Contractors will be sensitive to the effects of noise, odor, light and traffic movement to the local community.
- (i) All contractors shall practice good housekeeping. Clean up of trash, etc., generated by the contractor's activities or the activities of its employees are the contractor's responsibility.
- (j) Contractors are responsible for keeping the site clean and orderly.
- (k) Contractors will not engage in any excavation activities without the prior approval of the HART Project Manager.

3. WASTE DISPOSAL

- (a) All waste disposal (i.e. construction debris, scrap metal, non-hazardous waste, municipal solid waste, etc.) will be the responsibility of the contractor, the originator of the waste, unless otherwise pre-approved.
- (b) The HART Project Manager must be informed of all generated hazardous waste streams before a waste is generated and collected.
- (c) The HART Project Manager must be informed of the location of all generated hazardous waste storage areas, maximum quantities and the container type.
- (d) Containers must be labeled with their contents and the responsible contractor's name and contact information. NO UNLABELED CONTAINERS ARE PERMITTED.
- (e) Shipping information and paperwork (MSDS, Waste Profiles, Bills of Lading and inventory) must be provided upon request.
- (f) Contractors will be contractually responsible for all regulated wastes.

4. EQUIPMENT DECOMMISSIONING

- (a) All equipment will be thoroughly inspected by the contractor for fluids and other hazardous materials prior to removal.
- (b) All fluids and other hazardous materials in the equipment will be removed prior to decommissioning and disposal of any waste generated will be handled in accordance with the above instructions in **C. Waste Disposal**.

5. WATER DISCHARGES

- (a) Discharge of materials to ANY sewer system, other than sanitary sewage, is prohibited without the prior consent of the HART Project Manager.
- (b) Discharges of ANY material to outside drains other than storm water are prohibited under the established guidelines of the CLEAN WATER ACT.
- (c) In the event that the HART Project Manager approves discharges to sewers, the wastewater treatment plant must still be notified by the contractor prior to discharges of any significant volume or any discharges that could affect the operations of the wastewater treatment plant.

6. MATERIAL STORAGE/SPILLS

- (a) There will be no outside storage of any materials without the consent of the HART Project Manager.
- (b) Approved outside storage areas for chemical materials must be equipped with *non-earthen* secondary containment equal to 150% of the capacity of the largest container by the contractor.
- (c) The contractor will ensure that all material containers owned or managed by the contractor will be properly labeled in accordance with the OSHA HAZARD COMMUNICATION STANDARD (i.e., contents, primary hazard).
- (d) The contractor will have available the material safety data sheets (MSDS) for all chemical products in use at all times that their employees are working with. MSDS's will be made available to personnel, medical personnel, environmental personnel or their representatives upon request.
- (e) The contractor will ensure that chemical containers are closed except when in use.
- (f) Contractors will maintain spill kits to contain and clean up small spills generated by their employees or from their materials. Spill kits will be kept on site and will be easily accessible during an emergency.
- (g) THE CONTRACTOR WILL IMMEDIATELY REPORT ALL SPILLS to HART's Project Manager. Contractors will follow up by submitting a completed Tracking of Spills and Releases form.

7. STORM WATER MANAGEMENT

- (a) No process materials or any other sources of water pollutant shall be commingled with storm water.
- (b) Solids must be prevented from entering sewer drains. Roadways and outside areas must be kept clean.
- (c) It is the contractor's responsibility to install storm water control measures such as silt fences, straw bales, etc. to control the solids entering storm drains from erosion or other processes if necessary.
- (d) All dirt piles must be covered to prevent solids from entering storm drains unless otherwise directed.
- (e) Vehicle maintenance shall not be performed near storm drains unless provisions have been made to contain any spills of vehicle fluids, including oil, gasoline and antifreeze.
- (f) In the event that a stormwater management plan is required (i.e. greater than 1 acre of land is disturbed), the plan will be submitted to the HART Project Manager for approval.

8. POLYCHLORINATED BIPHENYL (PCB'S)

- (a) If a material is suspected to have PCB contamination, the HART Project Manager is to be notified.
- (b) All PCB removals shall be coordinated by the HART Project Manager.
- (c) Any lighting ballast that does not state that it is a non-PCB containing ballast must be disposed of as PCB containing.

9. ASBESTOS

- (a) Contractors will contact the HART Project Manager prior to any construction or demolition work that could disturb existing structures or equipment.
- (b) All asbestos removal and disposal activities will be conducted in accordance with procedures approved by the HART Project Manager.

10. LEAD

(a) Contractors are responsible for testing for the presence of lead-based paints when grinding or welding on building or building structural steel. Testing will be done by an approved lab as directed by the HART Project Manager.

(b) All lead removal and disposal activities will be conducted in accordance with procedures approved by the HART Project Manager.

11. CHLORFLUORA CARBONS (CFCs)

(a) Contractors will provide copies of employee training certificates to the HART Project Manager upon request.

(b) Intentional venting of CFCs to the atmosphere is prohibited.

12. CONTRACTOR/SUPPLIER ENVIRONMENTAL ACTIVITY REVIEW

(a) Included in *Exhibit I* contractors shall submit a written statement outlining their activities and procedures for minimizing and managing the actual or potential environmental impacts of their operations using the *Contractor/Supplier Environmental Activity Statement* form provided. The *Activity Statement* must include an assessment of the potential risks to the environment, contractors, employees and other personnel associated with work activities and proposed measures for minimizing these risks.

13. CERTIFICATION OF ENVIRONMENTAL ACTIVITY

(a) My company and subcontractors that I may bring to the site will abide by all environmental regulations and policies whenever on the property. My company will train all personnel contracting on the property. Sign-in sheets will be maintained as evidence that environmental training has been conducted and will be made available upon request. The HART Project Manager will communicate applicable changes of the Environmental & Sustainability Management System to my company. Retraining of effected individuals will be conducted, as appropriate.

SIGNATURE BLOCK FOR REPRESENTATIONS & CERTIFICATIONS

NAME OF OFFEROR & ADDRESS (INCLUDE ZIP & PHONE)

[Empty rectangular box for name and address]

Signature:

[Empty rectangular box for signature]

TYPE NAME:

[Empty rectangular box for name type]

DATE:

[Empty rectangular box for date]

14. CONTRACTOR INFORMATION

Contact Person: _____ Date: _____

Company Name: _____

Air Emissions:

Will the activities or work you perform produce or cause the release of any air emissions? YES or NO

If YES, list the air emissions and the method for preventing impact to the environment.

Water Discharges:

Will the activities or work you perform produce or cause the release of any wastewater? YES or NO

If YES, how will the wastewater be handled?

Materials:

What materials (chemicals, oils, etc.) and/or equipment will you be handling or bringing on site to perform the contracted work?

Training:

Your employees should be trained on the proper handling of materials and equipment, and the proper response to incidents involving these materials. Describe the training that your employees receive.

Waste Generation:

Will the activities or work you perform result in the generation of any wastes? YES or NO

If YES, list the amounts and the types of wastes expected and the proposed disposal method.

Are any waste generated to be recycled? YES or NO

If YES, list the recyclables, where and how they will be recycled.

Energy:

Will the activities or work consume energy? YES or NO
(electricity, compressed air, natural gas, steam, etc.)

If YES, explain what type of energy will be consumed, and how you will minimize consumption.

Other:

Are there any other ways in which your activities will effect or protect the environment? YES or NO

If YES, please describe below.

Information:

Company Name: _____

Contact: First Name: _____ Last Name: _____ Title: _____

Address: _____ City: _____ State: _____

Phone: () _____ Fax: () _____ Email: _____

Secondary Contact: _____ Sec. Phone: () _____

AMENDMENT OF SOLICITATION

1. SOLICITATION NO.: IFB-14602	2. AMENDMENT NO.: 1	3. EFFECTIVE DATE: 06/26/2015	4. BRIEF SOLICITATION DESCRIPTION: Diesel and Regular Unleaded Fuel
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5. AMENDMENT OF SOLICITATION:
The Solicitation identified in Block 1, above, is hereby amended as described in Block 7, below. Except as provided herein, all other provisions of the solicitation, or as heretofore amended, remain unchanged and in full force and effect.

6. FOR FURTHER INFORMATION CALL CONTRACTS SPECIALIST:
Name: Cathy Zickefoose **Telephone No.: (813) 384-6383**

7. DESCRIPTION OF AMENDMENT:

A. Late submittals will be publicly opened Tuesday, 06/30/2015, at 9:00 a.m.

B. Attached to this amendment is the determination process for the acceptance of the late submittals. This amendment does not "modify" the solicitation.

(END)

**Hillsborough Transit Authority - Procurement Department
Findings and Determination**

DATE:	June 26, 2015	REFERENCE#:	IFB-14602 – Diesel and Regular Unleaded Fuel
ACTION TO BE APPROVED:		Public Bid Opening for Late Submissions – Due to FedEx	
FINDINGS			

- Solicitation IFB-14602 was issued on May 22, 2015, for Diesel and Regular Unleaded Fuel.
- Three (3) bids were received on 6/25/2015, for the 3:30 pm bid opening.
- On 6/25/2015, I was forwarded a delivery delay from a bidder. The communication originated by FedEx.
- Three (3) bids were received at 4:45 pm on 6/25/2015, via FedEx at the submittal address.
- Due to mechanical problems, FedEx failed to meet the intended “next day – priority” delivery (see Attachment No. 1).

DETERMINATION

In accordance with Exhibit C, Paragraph 9. Late Submissions, Modifications, and Withdrawals of Bids – the Authority schedule a second (2nd) bid opening for the late submission. Notification will be posted on the Authority’s website and DemandStar. Further, notification will be sent to all participating Agencies and all six (6) firms submitting a bid.

APPROVING OFFICIAL			
NAME/TITLE:	Cathy Zickefoose, CPPB – Contracts Specialist III		
SIGNATURE:		DATE:	6/26/15



VIA ELECTRONIC MAIL
ZICKEFOOSEC@GOHART.ORG

June 26, 2015

Ms. Cathy Zickefoose
Procurement & Contracts Administration Department
Hillsborough Transit Authority
1201 East 7th Avenue, 3rd Floor
Tampa, FL 33605

Dear Ms. Zickefoose:

I have been informed of your inquiry regarding the following shipments, which you expected to receive prior to 10:30 A.M. on June 25:

Package tracking number 773905299024, from Natalie Shaney of Truman Arnold Companies of Dallas, TX, package tracking number 808251636095, from James River Petroleum Company of Ashland, VA, and package tracking number 780873172315, From Davis Simpkins of Atlanta, GA.

Our records confirm that these packages were tendered to FedEx on June 24 with the expectation of delivery prior to 10:30 A.M. on June 25. However, these records note that these packages were not delivered by 10:30 A.M. as expected on June 25 because the aircraft carrying them from our central sorting facility in Memphis developed mechanical problems prior to departure. This caused a delay in arrival to our Tampa ramp facility and our local delivery office.

Delivery was completed on June 25 at 4:45 P.M., signed for by "G.RIVERA" at your front desk. I am hopeful that this letter will prevent any negative reflection upon your on-time efforts or those of your shippers.

We are never gratified when our customers are dissatisfied with our service for any reason. I hope that we have the opportunity to serve you more satisfactorily in the future.

Respectfully,

A handwritten signature in black ink, appearing to read "Steve Steffens", written over a white background.

Steve Steffens
Customer Correspondent
Executive Services Group

ss/612958