

**REQUEST FOR PROPOSAL
RFP # 17-019P
DESIGN - BUILD FREESTANDING STEEL BRIDGE CRANE
AND RELATED SERVICES**



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



SUBMIT PROPOSAL TO:	Pinellas Suncoast Transit Authority c/o Eric Haubner Attn: RFP No. 17-019P 3201 Scherer Drive St. Petersburg, FL 33716	REQUEST FOR PROPOSAL RFP No. 17-019P "Turn-Key" Design, Manufacture, Installation for Freestanding Steel Bridge Crane and Related Services
Contact Person: Eric Haubner, Purchasing Agent II, ehaubner@psta.net		
Procurement Schedule:		
Issue Date: April 6, 2017		
Non-Mandatory Pre-Proposal Meeting: April 17, 2017 9:00 a.m.		
Deadline for Questions: April 19, 2017 2:00 p.m. via email		
Response to Questions: April 22, 2017 (Tentative)		
Proposal Due: 2:00 p.m. EST. May 5, 2017		
Short List Evaluation: May 11, 2017 (Tentative)		
In-Person Interviews for Short-Listed Proposers: May 19, 2017 (Tentative)		
Board Approval: June 28, 2017		

PSTA's Mission: PSTA provides safe, convenient, accessible and affordable public transportation services for Pinellas County residents and visitors, and supports economic vitality, thriving communities, and an enhanced quality of life.
Duration of Offer: All Proposals shall remain in effect for a minimum of one hundred twenty (120) days from the Proposal opening date. Offers that allow less than one hundred twenty (120) days for acceptance by PSTA will be considered non-responsive and will be rejected.
Non-Mandatory Pre-Proposal Meeting: All interested Proposers are invited to attend the Pre-Proposal meeting. The meeting will be held at the above address in the main Administration building. Questions may be discussed with Pinellas Suncoast Transit Authority at this meeting. Oral explanations provided by PSTA will not be binding until they are produced in writing by PSTA and issued as an Addendum. Only questions submitted in writing will be considered as possible Addendum items.
Submittal Instructions: Place a label in front of your sealed Proposal envelope or package. The label should contain Purchasing Agent, Proposal number, Proposal title, opening date and time, and the name of the company submitting the Proposal.
Number of copies required: <u>One (1) original, five (5) copies and one (1) CD or USB Flash Drive</u> shall be enclosed and sealed in envelope(s) with the Proposer's official name. The original Proposal must be clearly marked as "Original".
Addendum: From time to time, an Addendum may be issued to the Request for Proposal. Any such Addendum will be posted on Pinellas Suncoast Transit Authority's (PSTA) website, www.psta.net . Before submitting your Proposals please visit our website to download any Addendums that may have been issued. Please remember to sign and return the Addendum Acknowledgement Form Attachment 1 with your completed Proposal package.



SECTION 1: INTRODUCTION

Profile of the Authority

The Pinellas Suncoast Transit Authority (PSTA or the Authority) was created in 1984 via a merger of the St. Petersburg Municipal Transit System and the Central Pinellas Transit Authority to provide Pinellas County with a cohesive public transit system. A fleet of 210 buses and 16 trolleys serve 39 routes throughout Pinellas County.

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

The Authority serves most of the unincorporated area and 21 of the County's 24 municipalities. This accounts for 98% of the County's population and 97% of its land area. The cities of St. Pete Beach, Treasure Island, Kenneth City, Belleair Beach, and Belleair Shore are not members of the Authority; however, St. Pete Beach and Treasure Island do contract for trolley service.

During fiscal year 2015, PSTA's vehicles traveled a total of 8.8 million revenue miles, providing approximately 617,000 hours of service, and 14.9 million passenger trips.

Officials

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

Services and Service Delivery

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



SECTION 2: SCOPE OF WORK

Pinellas Suncoast Transit Authority (PSTA) is soliciting Request for Proposals (RFP) for "Turn-Key" Design, Manufacture, Installation for Freestanding Steel Bridge Crane and Related Services for its headquarters located at 3201 Scherer Drive. The successful Proposer will deliver an innovative, highly-efficient design in keeping with the facility aesthetics that best meets the needs of PSTA without sacrificing quality and durability of material systems. Proposer shall make operations, and maintenance performance guarantees as a part of the final Design-Build Contract.

PSTA requests qualified Proposers to submit their qualifications and proposal for the following services:

"Turn-Key" Design, Manufacture, Installation for Freestanding Steel Bridge Crane and Related Services including all necessary design, engineering, management, labor, materials, tools, equipment, supplies, and related services in accordance with the Scope of Work (SOW) contained herein and Specifications contained in Exhibit C.

The specific specification is described in Exhibit C of this Request for Proposal ("RFP"). Proposers must be able to demonstrate previous experience with similar projects described herein. The submitted Proposal should include the firm's qualifications, project team, resumes, detailed scope of services/tasks, proposed schedule for the work, and not-to-exceed costs for completing the project.

PSTA expects a collaborative, creative, and productive "Turn-Key" process involving the Proposer, manufacturer PSTA as owner, other government agencies, and PSTA's consultants.

Proposer shall provide all labor, materials, equipment, supplies and safety equipment necessary for the proper "Turn-Key" project requirements. PSTA does not loan tools or equipment.

Participation Goals: This project is subject to the requirements of Title 49 CFR Part 26. PSTA overall DBE participation goal in Federal Funded Projects is 9.78%. This project includes a minimum 5.00% Disadvantaged Business Enterprise (DBE) Program participation.

2.1 Non-Mandatory Pre-Proposal Meeting and Site Visit

Due to the scope of this Project a site visit is highly recommended. A Pre-Proposal Meeting and Site Visit will be held, **April 17, 2017 at 9:00 a.m.** at PSTA Administration Building located at 3201 Scherer Drive, St. Petersburg, FL 33716.

PSTA will provide reasonable access to the project site for Proposers during the proposal preparation period to verify and evaluate existing conditions. Should a Proposer anticipate requiring additional project site access, it shall provide PSTA's Director of Procurement with no less than four (4) days' notice, and PSTA will endeavor to provide such access.

2.2 Delivery Project Address and Delivery of Materials

PSTA Facility
3101 Scherer Drive
St. Petersburg, FL 33716
Attn: Project Manager



Delivery of Materials

Proposer is responsible for all off-loading of materials, equipment and furnishing tools and equipment necessary to provide a "Turn-key" project.

2.3 Existing Site Conditions

It is highly recommended that Proposers visit the project site to review the existing conditions.

2.4 Custody and Care of Property

Proposer agrees that it will be responsible for the proper custody and care of any equipment or property furnished by PSTA for use in connection with the performance of this contract and will reimburse PSTA for loss or damage of such property.

2.5 Tests and Inspections

Proposer shall provide PSTA timely notice or readiness of the Work for all required inspections, tests, or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. Proposer shall provide PSTA with results of all testing.

2.6 Warranty

The Proposer must warranty all products, equipment, work and services provided for a minimum period of year after the date of final acceptance, to be free from defects in workmanship, design or equipment/material. The Proposer must provide all equipment warranties to PSTA.

2.7 Other Work

If the Proposer has identified a scope of work not listed in the scope of work or specifications that the Proposer feels is required to complete the project, then the Proposer should assume that scope falls within the Proposer's responsibilities. Any work identified as such must be listed a described separately in the Request For Proposals response an detailed estimates of cost provided.

2.8 Proposal Signatures

An authorized official must sign all documents. This signature will represent the company or entity and their ability to commit to the requirements in this document.

2.9 Contract Commencement

Commencement of a contract shall not begin until all necessary documents are received and reviewed, all PSTA's approvals have been completed, and a purchase order has been issued. Commencement of a contract without these requirements will be at the Proposer's sole risk and not compensated by PSTA.



2.10 Risk of Loss

Regardless of FOB point, Proposer agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury, or destruction shall not release Proposer from any obligation hereunder.

2.11 Work on Saturdays, Sundays and Recognized Holidays

A. PSTA may require alternative work hours due to specific individual project conditions when necessary. Work will not be performed beyond hours specified herein or on Saturdays, Sundays or holidays unless authorized in advance by PSTA’s Project Manager to meet special requirements.

B. PSTA Observed Holidays

New Year's Day	Martin Luther King's Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	

If a holiday falls on Sunday, the following Monday will be observed as the legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a legal holiday by PSTA. Also included would be any day specifically declared by the President of the United States of America as a national holiday.

2.12 Price Proposal

The Proposer shall include all costs associated with design-build, installation, shipping, warranties, start-up, and training for this solicitation.

2.13 Prevailing Wage

Proposers are advised that this contract will require compliance by the Proposer and all subcontractors with Federal Prevailing Wage requirements pursuant to the Davis-Bacon and Related Acts. The Contract shall be based upon payment by Proposer and its subcontractor of wage rates not less than the prevailing hourly wage rate for each classification of worker engaged on the work in accordance with the Davis-Bacon Act. The Proposer shall maintain certified time sheets and submit to PSTA with final invoice.

2.14 Maintenance

The Proposer shall provide and instruct PSTA personnel on all operation and maintenance items of the newly installed equipment in accordance with the manufacturer’s instructions and documents.



2.15 Errors and Omissions

Each Proposer is responsible for promptly giving PSTA written notice, in accordance industry best practices and the documents contained herein: (a) all conflicts, errors, ambiguities, or discrepancies that Proposer discovers in the RFP documents; and (b) aspects of the RFP documents that Proposer does not understand. Any failure to do so shall be at Proposer's sole risk, and no relief for error or omission will be provided by PSTA.

2.16 SAFETY DATA SHEETS REQUIREMENTS

If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by PSTA as a result of this Proposal, the successful Proposer shall provide a Safety Data Sheet at the time of each delivery.

2.17 Other Rights

Proposer shall secure in writing from all patentees, copyright holders and assignees of all Project-related expression, all copyrights, assignments and licenses related to such expression (e.g., designs, drawings, Construction Documents, specifications, documents in computer form, models, etc.) as necessary to allow PSTA the full, unlimited and unencumbered reuse of that expression. Proposer shall immediately convey all such copyrights, assignments and licenses to PSTA without reservation except that which is expressly allowed. In the case of products, materials, systems, and other items, protected by patent, Proposer and Proposer's consultants shall not specify or cause to be specified any infringing use of a patent.

2.18 Civil Litigation

Proposer warrants that it is not plaintiff or defendant in any civil litigation currently pending in the United States and concerning the type of work/services to be performed under this Agreement that would materially impair its ability to perform its obligations under this Contract. If Proposer becomes either a plaintiff or defendant in such civil litigation during the term of this Contract, Proposer will inform PSTA as soon as practicable. If Proposer fails to inform PSTA of such civil litigation, PSTA may terminate this Agreement and Proposer will be responsible for all costs and damages incurred by PSTA as a result of said termination.

2.20 Permits/Licenses

Proposer is responsible for all permits and/or licenses to perform the duties of this contract.

- Note: No building permit is required for this project.

2.21 Owner Training

Upon completion of installation and startup, Proposer will provide training to PSTA for no additional cost. Training will cover pre/post operation inspection and safe lifting procedures with the equipment provided.



2.22 Sufficiency of Services

Nothing in this Contract is intended or shall be construed to require PSTA to determine the adequacy, accuracy or sufficiency of the design, Proposer's work product or Proposer's services and nothing in this Contract shall impose upon PSTA a duty to third-parties to assure that Proposer, Proposer's consultants, construction manager, subcontractors or others are adhering to applicable laws. Further, PSTA's review of, inspection of, acceptance of, or payment for any of Proposer's services shall not constitute acceptance of or a waiver of any of PSTA's rights or remedies relating to services that fail to conform to the requirements of this Contract, unless PSTA expressly accepts such non-conforming services in writing.

2.23 General Project Notes

- This is a turn-key design and construction project.
- The project is subject to Prevailing Wages.
- Work Progression: No Proposer mobilization or work shall commence until the 100% plans, equipment and submittals have been approved by PSTA.
- The selected Proposer shall be required to provide a 100% Performance Bond and 50% Payment Bond.

2.24 Design Notes:

- Design shall be turn-key, including, but not limited to mechanical, electrical, , and structural.
- Structure analysis by a State of Florida licensed professional engineer. Any re-enforcement and/or load distribution plan shall also be designed and stamped by a State of Florida licensed professional engineer.
- The entire design shall be in compliance with any and all applicable building codes.
- The designer shall conform to industry best management practices.

2.25 Construction Notes:

- All construction shall be performed in a manner that facilitates the continued operations of the facility. Disruption, including excessive noise, to the work spaces during normal working hours shall be kept to a minimum.
- The Proposer is responsible for the proper and legal disposal of all waste materials. PSTA shall have first right of refusal on all disposal materials.
- All work areas shall be kept neat and orderly throughout the construction.
- A detailed as-built plan shall be submitted to PSTA upon completion of the project.

2.26 Proposals shall include the following:

- General design concept with product literature indicating components, efficiency ratings, warranties, output capabilities, etc.
- Turn-key project cost based on all of the requirements stated above and implied requirements based on industry standards.
- Time for completion, taking into consideration lead time on system components and availability of labor.



- Thorough description of design team, including the company names of all primary contractor(s) and sub-contractors and individual project managers, with resumes and references of similar successful projects completed.

2.27 Definitions

Whenever the following terms, or pronouns used in place of them, are used in these Contract Documents they shall have the meanings given below:

Addendum: A modification, revision or clarification of the Plans or other Contract Documents, issued by the Purchasing Department and distributed to prospective Proposers before the bid opening.

Approved Equal: An approved equivalent item that is approved in writing, (via an Addendum to the Agreement), prior to the Proposal Opening. Proposer must submit their proposed equivalent item no later than question deadline date on the Project Schedule. Any information received after this deadline will not be considered.

ASME: American Society of Mechanical Engineers.

Bid/Request for Proposal: The offer to perform the Work described in the Contract Documents at a specified cost.

Board of Directors: Governing body of Pinellas Suncoast Transit Authority hereinafter referred to as the Board.

Calendar Day: Every day shown on the calendar, ending and beginning at midnight.

Change Order: A written order authorized by PSTA's Project Manager and accepted by the Proposer directing certain changes, additions or reductions in the Work or in the materials used.

Commencement Date: Date established in the Notice to Proceed. Proposer shall commence the Work within fifteen (15) consecutive calendar days from the date of the Notice to Proceed.

Contractor: The General Contractor, the Individual, Partnership or Corporation agreeing to do the Work for PSTA as Prime Contractor.

Contract Documents: All documents referred to herein in addition to all duly executed and issued addenda, legal advertisements and change orders.

Construction Cost: Shall be the total cost or estimated cost to PSTA of all elements of the Project designed or specified by Proposer.

Design Professional: A collective term intended to apply to "Architect/Engineer of Record", licensed and registered in the State of Florida, the prime party responsible for the design, engineering, and construction documentation of the project and contracted directly with the Owner.

ETL: Electric Testing Labs.



Engineer: The Engineer, a staff member of the PSTA or his duly authorized representative, acting on behalf of PSTA.

FDOT: The Florida Department of Transportation.

FDOT Specifications: Florida Department of Transportation, "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", (latest edition), and all supplemental specifications thereto.

Final Acceptance: Whenever the Work provided for under the Agreement has been completely performed by the Contractor, and the final inspection has been made by the PSTA Project Manager.

Inspector: An authorized representative of PSTA, assigned to make any or all necessary inspections of the Work performed and materials furnished by the Contractor.

Man Day: A unit of measure for work by one person in a calendar day.

Notice of Award: The formal document informing the Contractor of its successful selection to construct the Project.

Notice to Proceed: Formal written document informing the Contractor to begin the Work, and notifying the Contractor of the architect, project engineer and other agency or person to which the Contractor may submit its payment request or invoice.

Owner: Is Pinellas Suncoast Transit Authority (PSTA), a political subdivision of the State of Florida, herein after referred to as PSTA.

OSHA: Occupational Safety and Health Act or Administration.

Plans: Approved drawings or reproductions thereof, showing the location, character, dimension and details of the work to be done as issued by the Design Professional/Engineer.

Project: All Work, materials or equipment (whether or not specifically called for) required to produce the intended result as described within the Contract Documents.

Project Manager: The individual designated by PSTA to represent PSTA on all administrative matters related to the Project.

Punch List: The written compilation of those items identified by the Design Professional/Engineer/Project Manager after Substantial Completion is achieved, which are required to render complete, satisfactory and acceptable the Project (or phase of a Project).

Record Drawings: Record Drawings are a set of signed/sealed CONTRACT PLANS that are maintained by the Contractor for the express use of recording AS-BUILT INFORMATION.

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.



Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

Regular Work Day or Business Day: Any calendar day from 7:00 AM to 3:30 PM except a Saturday, Sunday or recognized holiday.

Schedule of Values: the individual values as set forth by the Contractor as payment for the proposed quantity units identified on the Proposal submittal sheets. The total of the extended units in the Schedule of Values determines the Contract amount. The Contract amount may only be modified by Change Order approved by the Board.

Scope of Work: The general intent of the Work to be accomplished as defined by the Project Plans and Specifications or additional to the Standard Specifications, for a specific Project.

Specifications: The directions, provisions and requirements contained herein, together with all stipulations contained in the plans or Contract Documents, setting out or relating to the method and manner of performing the Work, or to the quantities and qualities of materials and labor to be furnished under the Contract.

Substantial Completion: The date of "Substantial Completion" of the Work (or designated portions thereof) is the date certified by the Consultant and approved by the Design Professional/Engineer/Project Manager when construction is sufficiently complete, in accordance with the Contract Documents, so PSTA can occupy or utilize the Work (or designated portions thereof) for the use for which it was intended.

Survey Crew Day: A unit of measurement for Work by a survey crew in a calendar day.

Technical Special Provisions: Specifications prepared, signed and sealed by the Consultant. These would be listed in the document hierarchy ahead of any other "Standard Specifications", if applicable.

Unforeseen Work: Conditions encountered during the performance of the Work, sub-surface or otherwise concealed, or of an unusual nature, which differ materially from those indicated in the Contract Documents.

Unspecified: A pay item included for usage as directed by PSTA, and for usage under conditions or circumstances unforeseen at the time of Agreement.

Work: All labor, materials and incidentals required for the construction of the improvement for which the Contract is made, including superintendence, use of equipment and tools, and all services and responsibilities prescribed or implied, which are necessary for the complete performance by the Proposer of their obligations under the contract. Unless otherwise specified herein or in the Contract, all costs of liability and of performing the Work shall be at the Proposer's expense.



SECTION 3: GENERAL PROPOSAL REQUIREMENTS

3.1 MINIMUM QUALIFICATIONS OF PROPOSERS

- A. The Proposer shall have at least five (5) years of experience designing, providing, and installing freestanding bridge crane equipment, as specified in this RFP, in commercial maintenance or manufacturing facilities.
- B. Should have been in business a minimum of five (5) years performing the required or similar type services.
- C. Must be a license General Contractor in the State of Florida and must comply with regulatory legislation, Chapter 76-489, Laws of Florida, as amended.
- D. Proposer must provide a minimum of four (4) references that demonstrate experience for this project.
- E. Proposer must or have the ability to be licensed to do business in the State of Florida by contract execution.
- F. Ability to meet PSTA's insurance requirement for minimum amounts of insurance: commercial general liability insurance and professional (errors and omissions). Proposer selected for award must be able to provide a copy of Certificates of Insurance evidencing coverage as required. Policies other than Worker's Compensation shall be issued only by companies authorized to conduct business in the State of Florida.
- G. The Proposer shall have all the required licenses and certifications necessary to perform the required services. The approved license for this service is a State of Florida General Contractor license. No other license will be accepted. It is the Proposer's responsibility to verify that their subcontractors or other suppliers possess the proper licenses and certifications to perform the work within Pinellas County prior to submitting your proposal.
- H. The Proposer must provide a 100% Performance Bond and a 50% Payment Bond.
- I. Proposer should provide its active Florida Department of State Division of Corporations Document Number (or Registration No. for fictitious names).
- J. If Proposer is an out-of-state or foreign corporation or partnership, the Proposer must obtain the authority to transact business in the State of Florida or show evidence of application for the authority to transact business in the State of Florida.

PSTA shall make such investigations as deemed necessary to determine ability of Proposer to perform the work and Proposer shall furnish to PSTA all such information and data for this purpose that PSTA may request.

PSTA reserves the right to reject the Proposal of any Proposer, who has previously failed to perform properly, or to complete on time, contracts of similar nature; who is not in a position to perform required services, or who has habitually and without cause neglected payment of bills or otherwise disregarded obligations to a subcontractor, supplier, or their employees.



3.2 PUBLIC MEETINGS

Notice of any public meetings pertaining to this solicitation shall be posted on PSTA's website.

3.3 COMPLIANCE WITH SOLICITATION REQUIREMENTS

- A. Each Proposal should meet the requirements specified in this solicitation.
- B. Failure to submit the required forms and information in the manner specified may result in the Proposal being found non-responsive, at the sole discretion of PSTA.
- C. Proposals failing to demonstrate the stated minimum qualifications may be deemed non-responsive, at the sole discretion of PSTA.
- D. PSTA objects to and shall not consider any additional terms or conditions submitted by a Proposer, including documents attached to the Proposal. In submitting its response, Proposer agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, may be grounds for rejecting a Proposal.
- E. Failure to submit requested references at the time of Proposal submittal may, in the sole discretion of PSTA, result in the Proposal being declared non-responsive. In addition, Proposer may be declared non-responsive if the references provided cannot verify the required experience as described in this RFP.

3.4 ADDITIONAL INFORMATION

PSTA reserves the right to request clarifications or additional information from any Proposer. Specific questions may be addressed to each of the Proposers as applicable.

3.5 LOBBYING/ CONTACTS WITH PSTA STAFF AND PSTA BOARD (Cone of Silence)

- A. After the issuance of the solicitation, prospective Proposers or any agent, representative or person acting at the request of such Proposer shall not contact, communicate with or discuss any matter relating in any way to the solicitation with any officer, agent or employee of PSTA, including members of evaluation committees including, PSTA Board Members, members outside of PSTA, other than the Purchasing Agent's named in the solicitation. Failure to comply with this provision may result in the disqualification of the Proposer, at the option of PSTA.
- B. Notwithstanding the forgoing, during the negotiation period, Proposer may communicate with those members of PSTA staff, consultants, or third parties designated by PSTA's Director of Procurement.
- C. Lobbying of any PSTA board member, officer, evaluation committee member, employee, agent or attorney by a Proposer, any member of the Proposer's staff, any agent or representative of the Proposer, whether compensated or not, or any person employed by any legal entity affiliated with or representing the Proposer shall be prohibited. Lobbying is strictly prohibited from the date of the advertisement or on a date otherwise established by the PSTA Board of Directors, until an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded. Nothing herein shall prohibit a Proposer from contacting the Procurement Division to address



situations such as clarification and/or questions related to the procurement process or protest. PSTA Chief Executive Officer shall deem any Proposer who violates the provisions of this Paragraph non-responsible and non-responsive, and the Proposer's proposal shall not be considered by the evaluation committee or the Board of Directors. Any board member, officer, evaluation committee member, employee, agent or attorney who has been lobbied shall immediately report the lobbying activity to the Chief Executive Officer.

3.6 APPLICABLE LAWS

Prior to entering into a contract with PSTA, the Proposer must be authorized to transact business in the State of Florida.

Each Proposer is responsible for full compliance with all applicable local, state and federal laws, ordinances and regulations. The Proposer shall have and must provide all applicable insurance, permits, licenses, etc. which may be required by federal, state or local law. The successful Proposer shall be required to submit proof of all licenses and/or certifications required by PSTA upon request.

3.7 MATHEMATICAL ERRORS

In the event of multiplication/extension error(s), the unit price will prevail. In the event of addition error(s) the extension totals will prevail. Written prices shall prevail over figures. All Proposals shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

3.8 SOLICITATION EXPENSES

Proposers shall bear all costs and expenses incurred preparation of Proposal or Proposals in response to this solicitation, or to procure or contract for goods or services. Proposer shall be responsible for all costs incurred as part of their participation in this process.

3.9 OWNERSHIP AND FORMAT OF WORK PRODUCT

All plans and specifications developed under any contract resulting from this solicitation shall become the property of PSTA and may not be re-used by the Proposer without PSTA's permission, if applicable. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of PSTA unless stated otherwise in the contract.

3.10 ROYALTIES AND PATENTS

The Proposer shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Proposers shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save PSTA harmless from loss on account thereof, including costs and attorney's fees.

3.11 SEALED PROPOSALS

All Proposal sheets and the original forms must be executed and submitted in a sealed envelope. All Proposals are subject to the conditions specified herein. Proposals that do not comply with these conditions are subject to rejection, at the sole discretion of PSTA.



3.12 LATE PROPOSALS or WITHDRAWAL OF PROPOSALS

- A. Any Proposal received at PSTA office designated in the solicitation after the time specified for receipt of Proposals **will not** be considered and will be returned to the Proposer unopened.
- B. Modifications in writing received prior to the time set for the Proposal opening will be accepted, however will not be considered if received after the time set.
- C. A Proposal may be withdrawn by the Proposer or their authorized representative, provided their identity is made known and a receipt is signed for the Proposal or written authorization provided, and only if the withdrawal is made prior to the time specified for receipt of Proposals.

3.13 PUBLIC RECORDS

All Proposals submitted are public records subject to production upon notice of intended decision or 30 days after bid opening, whichever is earlier, unless specifically exempt by Florida Statutes. Proposals which contain information that is "trade secret" as defined in Section 812.081, Florida Statutes, or otherwise exempt from Chapter 119, Florida Statutes shall be designated as such and the trade secret or exempt information shall be explicitly identified. However, any information marked as "trade secret" or exempt may be produced by PSTA in response to a public records request if PSTA determines, in its sole discretion, that the information does not meet the definition of "trade secret" in Section 812.081 or other specific statutory exemption and is not exempt from Chapter 119, Florida Statutes. Proposers may not designate its entire Proposal as confidential. The Proposer may not designate its cost proposal or any required proposal forms or certifications as confidential.

3.14 INTERPRETATION OF RFP DOCUMENTS

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

3.15 ADDENDUM TO RFP

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

3.16 GENERAL FORMAT

In preparing the Proposal, please duplex print all sections to reduce paper consumption and use recycled products, where feasible. Proposals shall be prepared on 8.5" x 11" paper with 1" margins on all sides. Typing shall be single spaced and no smaller than font size 11. Use of 11" x 17" fold out sheets for large tables, charts or diagrams is permissible, but should be limited. Each part of the Proposal should be clearly labeled and tabbed for easy reference.

The Proposals shall:



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

The Proposals shall be addressed to:
Pinellas Suncoast Transit Authority
c/o: Eric Haubner, Purchasing Agent II
Attn.: Proposal # 17-019P
3201 Scherer Drive
St. Petersburg, Florida 33716

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

A. Cover Letter:

- An expression of the Prime Proposer's interest in being selected for the project.
- A statement confirming the commitment of key personnel identified in the submittal to the extent necessary to meet PSTA's quality and schedule expectations, and that they are available for the duration of the project.
- A summary of key points regarding the Prime Proposer's qualifications.
- A cover letter must indicate that the Proposer agrees to be bound by the Proposal without modifications, unless mutually agreed to upon further negotiations between PSTA and the Proposer.
- The cover letter shall contain the name, title, address, e-mail address, and telephone number(s) of an individual(s) with authority to bind the Proposer during the period in which PSTA is evaluating Proposals. The cover letter should also identify the legal form of the Firm. If the Firm is a corporation, the cover letter shall identify in which state the company is incorporated. If a consortium, joint venture or team approach is being proposed, provide the above information for all participating firms. The Proposer should specifically describe the Proposer's role in relationship to its Subcontractors and shall describe the interfaces with said Subcontractors.
- The cover letter shall be signed by a principal of the Proposer or other person fully authorized to act on behalf of the Proposer or team.

B. Table of Contents:

The Table of Contents should identify locations of all sections in the original Proposal and all copies.

C. References:

Proposers must provide a minimum of four (4) references. The reference will contain the companies name, address, phone number, point of contact, the size of the project and description. Should indicate whether private and/or public sector. References should be for similar or related services that proposed key staff members for this service have worked.

Proposer should comply with these requirements in order to be considered for contract award. All attachments should be completed, signed, and submitted with the Proposal.

- ATTACHMENT 1 – Acknowledgement of Addenda
- ATTACHMENT 2 – Proposer Information Form
- ATTACHMENT 3 – Price Proposal
- ATTACHMENT 4 – Statement of No Proposal
- ATTACHMENT 5 – Non-Collusion Affidavit
- ATTACHMENT 6 – Certification of Restrictions on Lobbying
- ATTACHMENT 7 – Disclosure of Lobbying Activities
- ATTACHMENT 8 – Certification of Contractor Regarding Debarment, Suspension, and Other Responsibility Matters
- ATTACHMENT 9 – Certification of Lower Tier Participants (Subcontractors) Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
- ATTACHMENT 10 - DBE Participation Form
- ATTACHMENT 11 – DBE Good Faith Efforts Documentation Form
- ATTACHMENT 12 – E-Verify Affidavit
- ATTACHMENT 13 – Contractor’s Statement on Subcontractor’s
- ATTACHMENT 14 – Drug Free Workplace Program
- ATTACHMENT 15 – Contractor’s and Lower Tier Participant’s Reference Form
- ATTACHMENT 16 – Buy America Certification
- ATTACHMENT 17 – Specification
- ATTACHMENT 18 – Prevailing Wages

3.18 PROPOSAL STRUCTURE

1. Tab One

Please include the below in Tab One of your proposals

- Letter of Interest
- Cover Letter
- Company Licenses
- Insurance Certification
- All Executed Forms for this Solicitation (Attachment 1-16)
- Response to Qualifications
- Provide for Proposer and any sub-contractors:
 - Organizational chart



- Resumes of key staff
- History of company and partners
- List any past and/or pending litigation or disputes relating to the work described herein that your firm has been involved in within the last three (3) years. This list shall include each project name and the nature of the litigation.
- Bid, Performance, and Payment Bonds
- Project References
- List of all Subcontractors
- Licenses

2. Tab Two

Please include the below in Tab Two of your proposals

- Project Approach and Work Plan
- Equipment Specifications
 - General design concept with product literature indicating components, efficiency ratings, warranties, etc.
- MS Project Timeline

3. Tab Three

Please include the below in Tab Three of your proposals

- Labor and Equipment Warranties
- Preventative Maintenance Plan
- Other supporting documents, if any

4. Tab Four

Please include the below in Tab Four of your proposals

- Pricing/Fee Schedule and Related Cost using Attachment 3.
- Preventative Maintenance Cost.



SECTION 4: PROPOSAL EVALUATIONS

PSTA reserves the right to accept or reject any or all Proposals and may select, and negotiate with one or more Proposers concurrently and enter into a Contract with such Proposer who is determined, in PSTA's sole discretion, to provide the services which are in the best interest of PSTA. PSTA may agree to such terms and conditions as it may determine to be in its interest.

PSTA Selection Evaluation Committee reserves the right to request additional information from Proposers, to negotiate terms and conditions of the Contract, request presentations, or ask Proposers to appear before the Selection Evaluation Committee to clarify their Proposal. If PSTA chooses to request presentations/interviews of some or all proposing Proposers, they will be held on **May 19, 2017** at PSTA's office.

Proposals will be opened immediately after the Proposal submittal date and time by PSTA, Procurement Division. The public may attend the Proposal opening, but may not immediately review any Proposal submitted until PSTA provides a notice of intended decision. The names of Proposers only will be read aloud at the time of opening.

The Selection Evaluation Committee will evaluate the Proposals in accordance with the evaluation criteria listed below. Proposers shall include sufficient information to allow the Selection Evaluation Committee to thoroughly evaluate and score their Proposals.

4.1 EVALUATION CRITERIA

The evaluation criteria below shall define the factors that will be used by the Selection Evaluation Committee to evaluate and score responsive, responsible and qualified Proposers.

PROPOSAL EVALUATION CRITERIA	WEIGHTED FACTORS
Proposer Experience and Capability	15%
Project Approach and Work Plan	10%
Equipment Performance, Ease of Use, and Quality	15%
Equipment Cost	30%
Design and Installation Cost	30%

Proposer Experience and Capability

- Strength and stability of the Proposer.
- Proposer – Demonstrated experience with projects of similar cope and size.
- Personnel – Demonstrated experience of members of your proposed team with projects of similar scope and size. Required certifications and other credentials earned by the proposed staff.
- Logic of project organization an adequacy of labor commitment.

Project Approach and Work Plan

- Demonstrated understanding of the project elements.
- Work plan that addresses required services.
- Unique qualities or attributes your firm brings to your understanding of the project.
- Innovative approaches and ideas, specific methods and techniques to be employed by Proposer.
- Capability of performing required services.



Design and Installation Cost and Equipment Cost

- Reasonableness of the Proposer's hourly rates, labor hours, and fee required to perform the work in relation to the scope of work.
- Equipment and all components cost.

Oral Interview/Presentations

PSTA may choose to conduct presentations/interviews on **May 19, 2017** and make a final contract award based on the same criteria as the initial evaluation listed above. Following the interviews/presentations, the Selection Evaluation Committee may adjust the initial evaluation scores. Selected Proposers may be given a presentation topic to be addressed during their interviews/presentation.

4.2 QUALIFICATIONS FOR AWARD

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

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

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



SECTION 5: GENERAL CONDITIONS

5.1 RIGHTS OF PSTA IN REQUEST FOR PROPOSAL PROCESS

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

- Disqualify any Proposer in accordance with this RFP
- Reject any or all of the Proposals, at its discretion
- Remedy errors in the RFP
- Cancel the entire RFP
- Issue subsequent RFP
- Rank firms and negotiate with the highest ranking firm
- PSTA reserves the right to select the Proposal that it believes will serve the best interest of PSTA
- Appoint evaluation committees to review Proposals
- Seek the assistance of outside technical experts to review Proposals
- Approve or disapprove the use of particular Subcontractors and Suppliers
- Establish a short list of Proposers eligible for discussions after review of written Proposals
- Determine whether or not a Proposer is a responsible Proposer
- Award a contract to one or more Proposers
- Accept other than the lowest priced Proposal
- Request any necessary clarifications or Proposal data without changing the terms
- Disqualify the Proposal(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer(s)
- Waive any informalities or irregularities in any Proposal, to the extent permitted by law
- Make selection of the Proposer to perform the services required on the basis of the original Proposals without negotiation

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

5.2 PROPOSAL PROTEST PROCEDURES

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

- A. Right to Protest: Any interested party, as defined by FTA Circular 4220.1F, Chapter VII, as it may be amended from time to time, who wishes to protest a PSTA decision or intended decision concerning a bid or a contract award, shall file a written Notice of Protest with the CEO of PSTA within seventy-two



hours after the posting of the bid tabulation or after the issuance of the notice of PSTA's decision or intended decision and shall file a formal written protest within ten days after the date of the Notice of Protest. The formal written protest shall state with particularity the basis of the protest, including the facts and law upon which the protest is based and providing any supporting documentation. Failure to file a Notice of Protest or failure to file a formal written protest within the time periods set forth above shall constitute a waiver of protest.

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

5.3 TAX EXEMPTION

PSTA is exempt from payment of all Federal, State, and local taxes in connection with this RFP. Said taxes shall not be included in the Proposal or Proposal prices. PSTA will provide necessary tax exemption certificates. This provision does not relieve the Proposer from the responsibility to pay all applicable taxes for goods, services, and labor acquired in the performance of this Project.

5.4 WITHHOLDING AWARD

This solicitation for Proposals does not bind or commit PSTA to award a Contract.

5.5 PROPOSAL ACCEPTANCE, REJECTION, AND POSTPONEMENT

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

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

Any person, firm, corporation, joint venture/partnership, or other interested party that has continued discussions regarding this RFP with PSTA or consultant staff other than the Procurement representative once the RFP is issued may be considered to have gained an unfair competitive advantage in proposing and may be precluded from submitting a Proposal in response to the RFP.

5.6 USE OF "PINELLAS SUNCOAST TRANSIT AUTHORITY" NAME IN CONTRACTOR ADVERTISING OR PUBLIC RELATIONS

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

Proposers may not issue any news release nor make any statement to the news media or through social media channels pertaining to this RFP, any proposal, the contract, or work resulting therefrom, without first obtaining prior approval by PSTA.

5.7 USDOT/FTA/FDOT CONCURRENCE FOR CONTRACT AWARD

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

5.8 DISADVANTAGED BUSINESS ENTERPRISES (DBE)



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

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

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

B. Firms are encouraged to utilize certified DBEs and compliance with the goal may be fulfilled by DBE's performing as either:

1. A member of a joint venture as a prime consultant;
2. An approved subcontractor;
3. An owner-operator of equipment;
4. A renter of equipment to a prime consultant;
5. A firm manufacturing and supplying goods used in the solicitation;
6. A firm supplying goods used in the project (when supplying goods, only 60 percent will be counted).

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

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

1. Soliciting through all reasonable and available means the interest of all certified DBE's who have the capability to perform work under the Contract. This shall include attendance at pre-Proposal meetings, advertising and/or written notices. The Proposer shall allow sufficient time to allow the DBE's to respond to the solicitation.
2. Selecting portions of the work to be performed by DBE's.
3. Providing interested DBE's with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. Negotiations in good faith with interested DBE's. It will be the responsibility of the Proposer to make a portion of the work available to DBE Subcontractors and Suppliers and to select those portions of the



work or materials consistent with the available DBE's. Evidence of negotiations shall include the names, addresses, and telephone numbers of DBE's that were considered and a description of the information provided regarding the plans and specifications for the work selected for Subcontractors, and evidence as to why additional agreements could not be reached for DBE's to perform the work.

5. Not rejecting DBE's as being unqualified without sound reasons based on a thorough investigation of their capabilities.
6. Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance as required.
7. Efforts to assist interested DBE's in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. Use of services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

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

5.9 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

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

5.10 COLLUSION

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

5.11 LEGAL REQUIREMENTS

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

5.12 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals of a public building or public work, may not submit Proposals on leases of real property to public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in



excess of the threshold amount provided in Section 287.133, Florida Statutes, for Category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. PSTA may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a Proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a Proposal. Additionally, a conviction of a public entity crime may cause the rejection of a Proposal.

5.13 TYPE OF CONTRACT

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

5.14 TERM OF CONTRACT

This Contract shall become effective and commence on the date of award by PSTA's Board of Director's ("Effective Date") and shall remain in effect for one (1) year.

5.15 CONTRACT EXECUTION

Upon award, Proposer agrees to enter into and execute the Contract set forth in Section 6. The awarded Proposer (s) shall fully sign the Contract and send it back to PSTA for signatures within five (5) calendar days of receipt of notification of the award by the PSTA Board of Directors.

5.16 INSURANCE

Proposer must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below by the Effective Date. Failure to provide insurance by the Effective Date shall constitute a material breach of this Agreement and may result in PSTA terminating this Agreement, without any penalty or expense to PSTA. All insurance renewal certificates must be on file with PSTA no less than fifteen (15) business days prior to the expiration of the current policy with the approved endorsements.

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

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



of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on Proposer's Excess Insurance Program. If Proposer participates in a self-insurance fund, updated financial statements may be required upon request, such self-insurance fund shall only be accepted, at the sole discretion of PSTA, and only if PSTA finds the financial statements to be acceptable. Proposer shall provide to PSTA's Purchasing/Risk Management Department, satisfactory evidence of the required insurance by, either:

- A Certificate of Insurance with the additional insured endorsement.
- A Certified copy of the actual insurance policy.
- The Most Recent Annual Report or Audited Financial Statement (Self-Insured Retention (SIR) or deductible exceeds \$100,000).

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

The acceptance and approval of Proposer's Insurance shall not be construed as relieving Proposer from liability or obligation assumed under this Agreement or imposed by law. PSTA, Board Members, Officers and Employees will be included "Additional Insured" on all policies, except Workers' Compensation.

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

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

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

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Proposer shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, PSTA may permit the application of a deductible or permit Proposer to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Proposer shall pay on behalf of PSTA and PSTA's board members, officers or employees, any deductible or self-insured retention applicable to a claim against PSTA and PSTA's board members, officer(s) or employee(s).



Waivers. All insurance policies shall include waivers of subrogation in favor of PSTA, from Proposer and Proposer will ensure the compliance with any subcontractors.

I. Project Specific Insurance Requirements - The Following policies and minimum coverage shall be maintained throughout the entire term of this Agreement which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for services with a Completed Operations exposure, are as follows:

A. Commercial General Liability Insurance: including, but not limited to, Independent Contractors, Supplier Liability Premises/Operations, Completed Operations, and Personal Injury. Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. PSTA, its board members, officers, and employees shall be added as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured-Owners, Lessees, or Proposers).

Minimum required Commercial General Liability coverage will include:

- (i) Premises Operations
- (ii) Products and Completed Operations
- (iii) Blanket Contractual Liability
- (iv) Personal Injury Liability
- (v) Expanded Definition of Property Damage
- (vi) \$2,000,000 Aggregate

An Occurrence Form Policy is preferred. If coverage is a Claims Made Policy, provisions should include for claims filed on or after the effective date of this Agreement. In addition, the period for which claims may be reported should extend for a minimum of two (2) years following the expiration of this Agreement.

B. Vehicle Liability Insurance - Recognizing that the work governed by the Contract Documents requires the use of vehicles, Proposer, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of this Agreement and include, as a minimum, liability coverage for:

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

This policy should not be subject to any aggregate limit.

C. Workers' Compensation Insurance. Prior to beginning work, Proposer shall obtain Workers' Compensation Insurance with limits sufficient to meet the requirements of Florida Statutes Limits per Chapter 440. Proposer shall maintain throughout, and will remain in force during the term of this Agreement for all employees engaged in work under this contract.

The Employers' Liability Insurance with limits no less than:

- \$500,000 Bodily Injury by Accident



- \$1,000,000 Bodily Injury by Disease, policy limits
- \$500,000 Bodily Injury by Disease, each employee.

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

If not covered under the Contractor's workers compensation policy, Subcontractor or Independent Contractors shall provide proof of coverage or exemption status to be maintained by Contractor.

- D. Builders Risk/Installation Floater Insurance. PSTA property shall be covered by proof of a Builders Risk policy and/or Installation Floater policy covering the interests of PSTA property until acceptance of installed equipment is granted. Coverage shall be maintained for the entire time the property and/or equipment is in the Contractor's care, custody, and/or control, including transit. Limit and valuation shall be replacement cost. If the Contractor delivers the equipment and loads equipment using a crane, then no crane, boom, jig, or weight exclusion shall apply. Contractor's property, installation floater, builder risk, if required, and/or equipment policy shall contain a waiver of subrogation in favor of PSTA. All deductibles will be the responsibility of the contractor. PSTA must be named as a Loss Payee.

The minimum limits shall be:

- \$500,000 per occurrence / \$1,000,000 Aggregate

5.17 BONDING REQUIREMENTS

A. Bid (Proposal) Bond

All Proposals must be accompanied by a Bid Bond guarantee in the sum of five percent (5%) of the base bid and made payable to Pinellas Suncoast Transit Authority (PSTA). Said bid bond shall be a guarantee that should the bid be accepted, the Proposer will, within ten (10) days after the acceptance of its bid, enter into a Contract with PSTA for the services proposed to be performed and will at that time furnish an acceptable Contract surety. Cash, certified check, cashier check, trust company treasurer check, company or personal checks and bank draft of any national or state bank are not acceptable.

Said bid bond and the monies payable thereon, will, at the option of PSTA, be forfeited if the Proposer fails to execute the written Contract and furnish the required surety bond within ten (10) consecutive calendar days following written notice of the award of the Contract.

Attorneys-in-fact who sign bonds must file with such bond one (1) certified copy of their power of attorney to sign said bond.

Bid bond shall have been issued within thirty (30) days of the date for receiving bids.

B. Contract Security

The Proposer shall provide a Performance Bond of a 100% and a Payment Bond of 50% of the Contract



amount, the costs of which are to be paid by the Proposer. The Bonds will be acceptable to PSTA only if the following conditions are met:

The Surety Company:

- is licensed to do business in the State of Florida;
- holds a certificate of authority authorizing it to write surety bonds in this state and provides proof of same;
- has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
- is otherwise in compliance with the provisions of the Florida Insurance Code; and
- holds a currently valid certificate of authority issued by the United States Department of Treasury under 31
- Must have a current rating of at least Excellent (A or A-).
- All bonds must be signed by an insurance agent who is licensed to do business in the state of Florida. The license may be held by a resident agent or a non-resident agent.
- If the Surety for any Bond furnished by the Proposer is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Proposer shall, within five (5) calendar days thereafter, substitute another Bond and Surety, both of which shall be subject to PSTA's approval.

By execution of these bonds, the Surety acknowledges that it has read the Surety qualifications and Surety obligations imposed by the Contract Documents and hereby satisfies those conditions.

The Security shall be submitted to PSTA prior to providing the Services and shall be maintained at all times during the Contract Term and any Renewal Terms. The Security shall be conditioned upon full performance of all obligations imposed upon Proposer. The Security must be executed by a company licensed to do business in the State of Florida and must be in a form acceptable to and approved by PSTA's General Counsel. The Security shall provide that in the event PSTA terminates the Contract for breach by Proposer, PSTA may have recourse against the Security for all damages that PSTA would be entitled to from Proposer under the Contract. In the event PSTA and the Proposer agree on a modification to increase the Contract Price, PSTA may require additional Security up to one hundred percent (100%) of the increase in the Contract Price by directing Proposer to increase the amount of the existing Security or to obtain additional Security.



ATTACHMENTS



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

The undersigned acknowledges receipt of the following Addenda.

(Give number and date of each)

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Failure to acknowledge receipt of all Addenda may cause the Proposal to be considered non-responsive to this Request for Proposal, which will require rejection of the Proposal.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title



ATTACHMENT 2
PROPOSER INFORMATION FORM
(Return with Proposal submittal)

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

PLEASE PRINT OR TYPE YOUR INFORMATION.

Company Name: _____

Company Street Address: _____

Company Mailing Address: _____

Company Contact Person: _____

Company Telephone & Fax #: _____

Contractor Federal I.D. #: _____

Company Contact Email: _____

Age of the Firm (years): _____

Annual Gross Receipts (\$): _____

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

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

Authorized Individual's Name (Print)

Authorized Signature

Date

Title



**ATTACHMENT 3
 COST PROPOSAL FORM**

(Required with Proposal submittal)

The undersigned hereby agrees to furnish the services as listed below in accordance with the specifications on file with the Pinellas Suncoast Transit Authority, 3201 Scherer Drive, FL 33716, which have been carefully examined and attached hereto.

Line Item No.	Description of Work New Equipment	Proposed Cost:
1	"Turn-Key" Design, Manufacture, Installation for Freestanding Steel Bridge Crane And Related Services	\$
	Total Project Cost	\$

Please Note: The above pricing schedule is representative of the types of work/services that maybe requested the successful Proposers, but is not all inclusive. Proposer is encouraged to attach their proposed rate sheets for various services/products offered, but not listed above. **However, this cost form must be completed and returned with your proposal.**

You may submit a more detailed pricing as a supplement to the above as an attachment to this page. However, this page must be completed, signed and included with your proposal. Cost/fees listed above shall include all overhead and profit. No billing will be accepted that shows any costs other than those listed above or on an attached pricing schedule.

 Company Name

 Authorized Signature

 Authorized Individual's Name (Print)

 Title

 Date

 Email Address Telephone Number



ATTACHMENT 4
STATEMENT OF NO PROPOSAL
(Not required with Proposal submittal)

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

Pinellas Suncoast Transit Authority
Eric Haubner, Purchasing Agent II
3201 Scherer Drive
St. Petersburg, FL. 33716

We, the undersigned, have declined to submit on your RFP # 17-019P for the following reasons:

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

Remarks: _____

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

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title



ATTACHMENT 5
NON-COLLUSION AFFIDAVIT
(Return with Proposal submittal)

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

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

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

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

State of _____ County of _____

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

Name of Person Acknowledging

{NOTARY SEAL}

Signature of Notary Public

Name of Notary Typed, Printed, or Stamped

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____



ATTACHMENT 6
CERTIFICATION OF RESTRICTIONS ON LOBBYING
(Return with Proposal submittal)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title



**ATTACHMENT 7
 DISCLOSURE OF LOBBYING ACTIVITIES**

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

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

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



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

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payments to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontract, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/Proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-01."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s) employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



ATTACHMENT 8
CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS
(Required for prime contracts greater than \$100,000)

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

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

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

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

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

State of _____ County of _____

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

{NOTARY SEAL}

Signature of Notary Public

Name of Notary Typed, Printed, or Stamped

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____



ATTACHMENT 9

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

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

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

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

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

State of _____ County of _____

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

{NOTARY SEAL}

Signature of Notary Public

Name of Notary Typed, Printed, or Stamped

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____

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



ATTACHMENT 10
DBE PARTICIPATION FORM
 (Return with Proposal submittal)

PSTA has established a minimum participation of 5% for this project.

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

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

OR

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

OR

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

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

 Company Name

 Authorized Individual's Name (Print)

 Authorized Signature

 Date

 Title



ATTACHMENT 11
DBE GOOD FAITH EFFORTS DOCUMENTATION FORM

(Required if DBE goal is not met)

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

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

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

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

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



ATTACHMENT 12
E-VERIFY AFFIDAVIT
(Return with Proposal submittal)

Contract #: RFP # 17-019P

Project Description: _____

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

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

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title



ATTACHMENT 13
CONTRACTOR'S STATEMENT ON SUB-CONTRACTORS
(To be completed for all, DBE and non-DBE, sub-contractors)

1. There are No sub-contractors associated with this Proposal.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

OR

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

Sub-contractor Company Name

Address

Contact Person

Telephone #

E-mail Address for Contact Person

Age of Firm

Gross Annual Receipts

Sub-contractor Company Name

Address

Contact Person

Telephone #

E-mail Address for Contact Person

Age of Firm

Gross Annual Receipts



ATTACHMENT 14
DRUG FREE WORKPLACE PROGRAM
(Return with Proposal submittal)

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

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

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

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

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

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

State of _____ County of _____

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

{NOTARY SEAL}

Signature of Notary Public

Name of Notary Typed, Printed, or Stamped

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____



ATTACHMENT 15
CONTRACTOR'S AND LOWER TIER PARTICIPANT'S REFERENCE FORM

(To be completed by prime and sub consultants/subcontractors; Required with Proposal submittal)

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Fax #: _____

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

Authorized Signature: _____

How Long at Present Location: _____

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

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

Reference #1:	Reference #2:
Company: _____	Company: _____
Address: _____	Address: _____
_____	_____
Phone/Fax #: _____	Phone/Fax #: _____
Contact: _____	Contact: _____
E-Mail: _____	E-Mail: _____

Reference #3:	Reference #4:
Company: _____	Company: _____
Address: _____	Address: _____
_____	_____
Phone/Fax #: _____	Phone/Fax #: _____
Contact: _____	Contact: _____
E-Mail: _____	E-Mail: _____

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



ATTACHMENT 16
BUY AMERICA CERTIFICATION
(Required for contracts greater than \$150,000)

Certification requirement for procurement of steel, iron, or manufactured products.

The Proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

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

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

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

ATTACHMENT 17 SPECIFICATIONS FOR FREESTANDING STEEL BRIDGE CRANE PART I

Section 1-General

1.1 Scope

PSTA seeks to secure a Proposer for the complete "turn-key" design, manufacture, and installation of one (1) CMAA Class "C" (Moderate Service) freestanding steel bridge crane to include freestanding structure support, two runways, bridge moving perpendicular to runways and equipped with enclosed track, end trucks, hoist trolley, festooning systems, bumpers, and other accessories, for Pinellas Suncoast Transit Authority maintenance facility. All work shall be performed in a professional manner and shall be in compliance with all State, County, City, Federal and EPA regulations. The design documents shall be stamped, signed, and sealed by a State of Florida Registered Engineer.

All equipment will be new, unused and of current year model.

The intent of these specifications to describe the minimum requirements for the Freestanding Steel Bridge Crane system. The unit shall be of original factory manufacture and furnished fully assembled. All parts not specifically mentioned, which are required, for a complete unit shall conform in design, strength, quality of material, and workmanship to the highest standards of engineering practice.

The equipment shall have full warranty coverage as specified in manufacturer's descriptive literature.

- A. **General Design Standards:** The freestanding bridge crane is designed in conformance with the following applicable standards:
 - 1. **Workstation Bridge Cranes:** AISC Steel Construction Manual, OSHA 1910.179, ANSI B30.11, AWS D1.1/D1.6, and MMA MH27.2.

- B. **Standard Equipment Specifications:**
 - 1. Runway Length: Seventy-five feet (75'-0") supported at 25 foot centers.
 - 2. Span Width: Seventeen feet-six inches (17'-6")
 - 3. Capacity: Two Thousand Pounds (2000lbs)
 - 4. Height: Finish floor to clevis must be at least Fifteen foot-six inches (15'-6").
 - 5. Construction: Fabricated using ASTM A36 steel sections with finished ends and surfaces.
 - 6. Overall Height Structure Support: Eighteen feet (18'-0")

1.2 REFERENCES

- A. **American Institute of Steel Construction (AISC):** Manual of Steel Construction, Part 5, Specification for Structural Joints Using ASTM A325 or ASTM A490 Bolts
- B. **American National Standards Institute (ANSI):** ANSI B30.11 – Monorails and Under-hung Cranes
- C. **American National Standards Institute (ANSI):** 360
- D. **American Society for Testing and Materials (ASTM) A36:** Carbon Structural Steel
- E. **American Society for Testing and Materials (ASTM) A325:** Structural Bolts, Steel, Heat Treated, 120/150 ksi Minimum Tensile Strength
- F. **American Society for Testing and Materials (ASTM) A490:** Structural Bolts, Alloy Steel, Heat Treated, 150 ksi Minimum Tensile Strength
- G. **American Society for Testing and Materials (ASTM) B221:** Aluminum-Alloy Extruded Bar, Rod, Wire, Shape, and Tube



- H. **American Welding Society (AWS) D1.1:** Structural Welding Code
- I. **American Welding Society (AWS):** Certified Shop

- J. **Occupational Safety and Health Administration (OSHA)** – Specification 1910.179: Overhead and Gantry Cranes
- K. **CMAA Specifications 70 and 74:** Traveling Bridge Cranes
- L. **MMA Specification MH27.2:** Enclosed Track Under-hung Cranes and Monorail Systems

1.3 PERFORMANCE REQUIREMENTS

- A. **Coverage:** Crane shall provide coverage of rectangular area of size indicated on the drawing and consist of:
 - 1. The primary support structure will consist of a runway length of 75' feet with support centers at 25' feet on center, for a total of three cells.
 - 2. Two rigid, parallel runways; cranes with more than two runways or with articulating runways are not acceptable.
 - 3. Rigid, single or double girder bridge moving perpendicular to runways.

- B. **Modular, Pre-engineered Design:** Crane system shall be capable of expansion, disassembly, and relocation.
- C. **Crane Type:** Top running single girder or approved equal
- D. **Capacity:** 2 Tons
- E. **Operations:** Indoors
- F. **Span:** 17' feet-6" inches
- G. **Power Volts:** 480/3/60
- H. **Lift:** 15' feet-6 inches
- I. **Control:** Magnetic
- J. **Control Enclosure:** NEMA 12
- K. **Hoist Type:** ECMAA Class "D".
- L. **Hoisting Speed:** 16.0/2.6ft/min
- M. **Traversing Speed:** 80ft/min
- N. **Deflection Guidelines:** Bridge crane model is designed with maximum deflection of 1/450.
- O. **Crane Operating Temperature:** 5 to 200 degrees F (-15 to 93 C)
- P. **Structural Design:** The crane's structural design is based on live load capacity plus 15 percent for hoist and trolley weight and 25 percent for impact.
- Q. **Crane shall be designed to withstand:**
 - 1. Crane and hoist dead load
 - 2. Live load capacity equal to net rated hook load 2000LBS
 - 3. Inertia forces from crane and load movement

- C. Proposer will be responsible for all contractors, all additional sub-contractors, licensed in the applicable trades, to complete the requirements of the Work.

- D. The successful Proposer will design, manufacture, ship the model bridge crane selected, install, and test the bridge crane allowing complete and full operational capability.

- E. The scope of the work includes but is not limited to connections to existing electrical, pneumatic, , and concrete work, utility routing, additional hook-ups and provisions allowing full use and operability of the bridge crane.



- F. Installation of the bridge cranes may require floor modification, connections to existing electrical modification, and other upgrades/improvements as necessary to ensure efficient, effective, efficient, and safe usage of the washers.
- G. The Contractor shall be responsible for providing a complete, full operational system including all necessary and essential plumbing/piping, any electrical modifications to existing equipment/wiring/controls/etc., and other miscellaneous devices not specifically mentioned herein but required to connect the new equipment to the existing utilities and the interconnecting of all components of the systems.
- H. All costs shall be included in the Proposal.

1.4 EXISTING FACILITY LAYOUT

- A. As-built drawings for the installation location will be attached to the RFP.

1.5 SPECIFICATIONS FOR FREESTANDING STEEL BRIDGE CRANES

- A. The purpose of these specifications is to define specifications for the design and installation of one (1) CMAA Class "C" (Moderate Service) freestanding steel bridge cranes, support equipment, and other work as defined by this RFP.
- B. Equipment shall be of new manufacture and used or demonstrator equipment shall not be acceptable.
- C. Equipment shall be designed to be compliant with all applicable Federal, State and local safety regulations and codes, and OSHA, UL, NEMA, ASTM, ASME, and all other applicable standards.
 - 1) The complete system and all components shall be designed with personnel safety as the prime consideration.
 - 2) All belts, chains, and drives shall be totally enclosed.
 - 3) All exposed parts that are subject to electrical energizing shall be insulated, guarded, or enclosed.
 - 4) All metallic boxes, panels, controls, shall be grounded.
- D. Furnish each bridge crane as a complete unit produced by one manufacturer, including hardware, accessories, mounting and installation components, control systems, drive motors, etc.
 - 1) In order to insure minimum downtime and operational costs, the bridge cranes design shall use as many components as possible that are readily available in the general marketplace without being dependent upon a single supplier for replacement parts or components.

1.6 DESIGN REQUIREMENTS

- A. The design documents shall be stamped, signed and seal by a State of Florida Registered Engineer.

1.7 FREESTANDING STEEL BRIDGE CRANE

- A. **Manufactures:** Subject to compliance with requirements, provide a freestanding steel bridge crane by one of the following, or approved equal. PSTA reserves the right to make the sole determination of whether the model offered meets the minimum specifications and is acceptable in accordance with the specifications stated herein.
 - 1) Spanco



- 2) Engineering Material Handling (E M H)
- 3) Gorbel
- 4) All others submitted during the question and answer period and approved by PSTA as acceptable.

- B. **Construction:** Fabricated from ASTM A36 steel sections with finished ends and surfaces.
- C. **Design Factors:** Freestanding Bridge Cranes shall have a design factor of fifteen percent (15%) of the allowable capacity for hoist weight and twenty-five percent (25%) of the allowable capacity for impact.
- 1) The design shall provide a margin to allow for variations in material properties, operating conditions, and design assumptions.
- D. **Service Factor:** All Freestanding Bridge Cranes shall be designed for frequent usage (Class C Normal/ Industrial service) as defined:
- 1) System or equipment is used where operational time is up to one-hundred percent (100%) of the work period and lifted load is at fifty-percent (50%) or below rated capacity.
 - 2) System or equipment is used where operational time is less than fifty-percent (50%) of the work period and lifted load is greater than fifty-percent (50%) of rated capacity.
- E. **Support Structure:** Support crane runways with frames consisting of two columns and horizontal header.
- 1) Columns: Square tubes with full bottom base plate (weld on angles not permitted) and top header plate.
 - 2) Header: Fabricated from singlewide flange beam. Includes clamp plates, minimum grade 8 bolts, lock washers, and hex nuts for attaching header to column.
 - 3) Hanger Assemblies: Includes each support frame with pair of hanger assemblies that provide a rigid connection for suspending runways.
 - 4) Assembly to consist of clamp angles, clamp plates, minimum grade 8 bolts, lock washers, and hex nuts.
 - 5) Use of threaded rods in flush hanger assemblies not permitted.
- F. **Runways:** Vertical truss fabricated from square steel tubes and enclosed steel track.
- 1) Track: Enclosed, cold formed, steel box track that serves as bottom cord of runway and permits end trucks and festoon carriers to ride on lower inside flanges.
 - 2) Fabricate lower running flanges with flat surface for higher durability and wheel contact.
 - 3) Sloped flanges not permitted.
 - 4) Splice Joint: Includes truss splice plates, channel-shaped track splice joints, bolts, lock washers, and nuts for joining runway sections.
 - 5) Splice joints must be located within four (4) feet of a support point.
 - 6) Runway Cantilevers: Up to four (4) feet (1219 mm) of cantilever is allowed from a hanger location to the end of the runway for trussed track. Up to two (2) feet (609 mm) of cantilever is allowed from a hanger location to the end of the runway for plain track.
 - 7) Festoon stack section: Includes enclosed track extension to allow for stacking festoon carriers at end of runway.



- G. **Bridge, Enclosed:** Cold formed steel box track that permits hoist trolleys and festoon carriers to ride along track's lower inside flanges. Fabricate lower running flanges with flat surfaces. Sloped flanges not permitted.
- H. **Bridge, Extruded Aluminum:** Enclosed track reinforced with extruded aluminum beam.
 - 1) Included as either single piece extrusion or with separate beam welded to track. Bolted reinforcing not permitted.
 - 2) Track: Enclosed box track designed for trolleys and festoon carriers to ride on lower inside flanges. Fabricate lower running flanges with flat surfaces. Sloped flanges not permitted.
- I. **End Trucks:** Rigid frame end truck designed to ride inside enclosed runway track and connect to and suspend bridge.
 - 1) Construction: Stamped steel fabrication with both vertical and horizontal wheels to prevent binding in runway.
 - 2) Wheels: Removable, self-centering wheels with sealed lifetime lubricated bearings. Vertical wheels shall be flat to match track profile. Non-removable or non-tapered wheels are not acceptable.
 - 3) Drop Lugs: Included on both sides of truck to limit truck drop in the event of wheel or axle failure.
 - 4) Connection to the Bridge: Includes a sliding or flexible connection between bridge and end truck. Rigid connections or articulating connections with threaded hardware are not acceptable.
- J. **Hoist Trolley:** Rigid-body trolley shall be designed to ride inside enclosed track of bridge and to carry hoist and load. Articulating trolleys are not acceptable.
 - 1) Construction: Two-piece stamped steel body with two (2) wheels on each side and tapered clevis positioning hoist hook at center of trolley so load weight is evenly distributed to trolley wheels. Includes removable clevis pin (type and size determined by manufacturer for specified capacity). Trolleys with non-removable clevis pins are not acceptable. Holes shall be provided in the body for mechanical connections.
 - 2) Wheels: Removable, self-centering wheels with sealed lifetime lubricated bearings. Vertical wheels shall be flat to match track profile. Non-removable or tapered wheels are not acceptable.
 - 3) Drop Lugs: Included on both sides of trolley to limit trolley in the event of wheel, axle, or load bar failure.
 - 4) Designed for hook attachment of hoist.
- K. **End Stops:** Molded composite, resilient bumpers, shall be installed in runway and bridge tracks to prevent end trucks, hoist trolley, and festoon carriers from rolling out of track. Bolt stops without energy absorbing bumper are not acceptable.

1.8 SYSTEM OPTIONS

A. Tractor Drives

- 1) Bridge and hoist trolley can be motorized.



- 2) Power Bridge or trolley and hoist trolley on straight runways or monorails with a capacity of 2000lbs.
- 3) 208 volts, single phase, 60 hertz, electric operation.
- 4) Standard speeds from 34 F.P.M. to 75 F.P.M.

B. Telescoping Bridges

- 1) Steel anti-kick up wheels prevents bridge binding to ensure smooth movement.

C. Cantilevered Bridges

- 1) One or both ends of crane bridges can be cantilevered beyond standard 12-inch overhang.

1.9 SYSTEM COMPONENTS

A. End Stop Bumper for Enclosed Track System

- 1) End stops are equipped with resilient rubber bumpers to increase impact resistance and are through bolted to the enclosed track.
- 2) Standard on all enclosed track bridge crane systems.

1.10 SHOP FINISHING

A. Standard Paint Colors:

- 1) All runways and structural supports shall be painted standard blue enamel.
- 2) All bridges shall be painted standard safety yellow enamel.

B. Surface Preparation and Painting Procedures:

- 1) Freestanding Workstation Bridge Cranes shall adhere to the standards of the Society for Protective Coatings (SSPC) for all product surface preparation.
- 2) Freestanding Workstation Bridge Cranes shall be deburred and descaled using power tools equipped with sanding discs and wire wheels prior to painting.
- 3) All components shall be washed with high-pressure/ high temperature degreaser solution.
- 4) All components shall be coated with quick drying, semi-gloss enamel, applied to a minimum dry-film thickness of three (3) mils.
- 5) A finishing coat shall be applied with a hot, airless, electrostatic spray paint system.
- 6) Painted components shall be cured at air temperature.

2.0 SPECIFIC INSTALLATION REQUIREMENTS

2.1 UTILITIES

- A. All required utility installations shall comply with the latest applicable Codes, Regulations, with products and the methods of installation conforming to the latest accepted Standards.
- B. In case of discrepancy or conflict between Codes, Regulations, Standards, Drawings, and/or Specifications, the requirement yielding the higher(est) quality of work shall govern.



- C. Contractor shall provide and complete all required utilities including all incidental items and connections necessary for proper operation or customarily included even though each and every item may not be indicated.
- D. Any drawings, plans, specifications, etc. indicate the general layout requirements for equipment, fixtures, conduit, devices, etc. Final layout will be governed by actual field conditions with all measurements verified at the site.

2.2 PRODUCT REQUIREMENTS

- A. Furnish only new standard products of a manufacturer regularly engaged in the production of said products.
- B. Support all products by service organizations with adequate spare parts inventory and personnel located reasonably close to the site.
- C. Where multiple units of the same type or class of products are required, provide all units of the same manufacturer.
- D. Furnish products that are rated and listed for their intended use and application.

2.3 MANUFACTURER'S DIRECTIONS

- A. Handle, install, connect, test, and operate all products, assemblies, and systems in accordance with manufacturer's recommendations.
- B. In case of conflicting requirements between the manufacturer's directions and the contract documents, obtain instructions before proceeding with the Work.

2.4 INSPECTIONS

- A. Arrange for all required inspections of all Work required and obtain approval prior to concealing or proceeding with the Work.
- B. Give adequate notice before concealing any Work for inspections and obtain instructions to proceed before concealing the Work.

2.5 WORKMANSHIP

- A. Perform all work in accordance with the best practices of the trade and provide a "neat" installation by technicians skilled in their respective trades who are properly licensed.
- B. Accurately install conduit, and other equipment plumb, level, and true to line with runs parallel or perpendicular to building lines. Make bends or offsets uniform.
- C. Carefully perform all cutting, drilling, digging, etc., and patch or refinish the disturbed area to the condition of adjoining or similar surfaces in an approved manner.
 - 1) Do not cut any structural member without specific approval.
 - 2) Do not cut any electrical or mechanical lines that may be concealed.
- D. Conceal conduit in chases, furring's, or above ceilings unless otherwise indicated.

2.6 FLAME & SMOKE CONSIDERATIONS



- A. In ducts or other enclosures used for transporting environmental air, including return air plenums above ceilings, use only products conforming to NFPA and UL composite classifications. This requirement applies to all materials including signal cable insulation jackets, finishes, etc.
- B. Completely seal penetrations made through fire and/or smoke rated walls, ceilings, floors, or other barriers for the passage of conduit with a UL listed material to preserve the fire/smoke rating of the barrier.

2.7 EQUIPMENT CONNECTIONS

- A. Make all required utility connections to each item of equipment including equipment furnished by PSTA and make operational to the extent possible.
- B. Test all utilities and prove free of defects, poor connections, leaks, shorts, etc.
- C. Align, adjust, calibrate, and test all systems to assure safe and proper operation.

2.8 SEALS

- A. Where utilities and/or conduit penetrates outside walls, make watertight with approved sealant or provide modular rubber seal designed for the purpose.
- B. Use conduit sealing compound such as "Duct seal", or equivalent, or use sealing fittings to seal between where conduit passes from warm to cold spaces, as well as from the outside.
- C. Use "3M Fire Barrier" or equivalent or non-shrinking grout to seal between the conduit and sleeve through fire/smoke barriers.

2.9 NAMETAGS

- A. Identify each outlet box by affixing a write-on vinyl name tag equal to Seton Style PTOB to each end of pull wire installed in each conduit.
- B. Identify any conductors terminated in a junction box or outlet box for future connection. Provide write-on vinyl nametags indicating panel board and circuit number or location of source.

2.10 CIRCUIT DIRECTORIES

- A. Fill out directory cards for cardholder slots inside panel board doors.
- B. Identify undesignated spare circuit breakers by writing the word "spare" in soft pencil in the blank for the circuit number. Leave blank the description line for uninstalled circuit breakers (spaces).

2.11 LABELS

- A. Identify each junction box and conduit exposed in equipment rooms or accessible above lay-in ceilings or behind access doors with permanent self-adhering orange labels equal to Seton "Opti-Code."
- B. Indicate voltage class such as "120/208 volts" or the type of signal cable installed therein such as "telephone", or water lines "fresh", "reclaim", etc.
 - 1) Install identifying labels on conduit where it enters or leaves a wall or floor and at other intervals not to exceed twenty feet (20').
 - 2) Install flow direction arrow labels indicating direction of water flow.



2.12 UTILITY APPLICATIONS

- A. Use only materials that are UL Listed for the application and that bear the UL label.
 - 1) Power, instrumentation, lighting, grounding, and control cable shall be approved for use in wet or dry locations, indoors or outdoors in raceway, wire ways, trenches, conduits, underground ducts, etc.
- B. Use type and size of conduit and fittings where required by applicable code where not specifically stated in plans.
 - 1) All conductors shall be copper, insulated, 600 Volt, unless otherwise noted.

Voltage rating, manufacturer, type and conductor AWG size indication shall be continuous, factory applied the entire length of each conductor.

- 2) Wire size No.8 and smaller shall be type THHN-THWN, unless otherwise noted or shown.
 - 3) Wire size No.6 AWG and larger shall be type THWN or XHHW.
 - 4) Type SF-1 or SF-2 shall be used for connections to lighting fixtures.
 - 5) Aluminum is not approved for conductors or wire.
- C. Provide wire ways properly sized to accommodate the conductors.
 - 1) Provide wire ways of code gauge steel w/baked enamel finish. Furnish all hardware & accessories.
 - 2) Size raceways for the number, AWG, and type of conductors to be installed with NEC and NEMA and other code governing body.

2.13 CONDUIT APPLICATIONS

- A. Use RMC for the following applications:
 - 1) Above grade and exposed outdoors
 - 2) Wet locations
 - 3) Risers from under slab or underground, including underground elbows
 - 4) Locations subject to mechanical injury.
- B. Use EMT for above ground, inside, dry locations not subject to mechanical injury.
- C. Use NMC for underground or under slab only.
- D. Use LFMC for the final connection to motors, transformers, and other adjustable or vibrating equipment exposed in finished areas or installed in wet or damp locations.

2.14 INSTALLATION OF RACEWAYS

- A. Install conduit in standard ten foot (10') lengths except where required.
 - 1) Make all field cuts square and ream until all burrs removed.
 - 2) Field cuts for RMC shall be coated with high zinc dust galvanizing repair compound with high electrical conductivity.
- B. Do not exceed ninety (90) degrees in any individual bend nor exceed three-hundred sixty (360) degree of total bends or elbows in any one conduit run.
- C. Maintain at least six inches (6") clearance between conduit and hot piping or equipment.
- D. If conduit passes building expansion joint provide approved expansion fitting with integral ground jumper.



- 1) Provide sleeves for conduit through masonry or concrete walls, foundation walls, or concrete beams prior to laying up or pouring. Make wall sleeves flush with wall.

2.15 JUNCTION & PULL BOXES

- A. In dry locations, provide boxes of code gauge steel with galvanized or baked enamel finish and with bolted or screw attached covers.
- B. In damp or wet locations, provide cast metal type FS or FD boxes with gasketed covers.
 - 1) For underground locations, provide Quazite composite type boxes with watertight gasketed covers.

2.16 OUTLET BOXES

- A. In dry locations, provide outlet boxes of code gauge galvanized steel.
 - 1) In un-plastered masonry walls, use three and one-half inch (3 1/2") deep solid or sectional type boxes with square corners.
- B. For empty conduit system outlets, provide four inch (4") square boxes with single gang adaptor ring unless noted or requested otherwise.
- C. Provide galvanized extension rings, plaster rings, fixture studs, and etc. as required by conditions.
- D. In damp or wet conditions, provide cast metal type FS or FD boxes with gasketed covers and watertight flip lids as required.

2.17 INSTALLATION OF BOXES & ENCLOSURES

- A. Install properly size boxes in accordance with the NEC, NEMA, and other code governing body.
- B. Size enclosures to adequately accommodate the equipment with space for wiring and maintenance.
- C. Provide junction or pull boxes to facilitate pulling or splicing of conductors so that no one conduit run will exceed the allowable bend of three-hundred sixty (360) degrees.
- D. All boxes shall be accessible at all times.
 - 1) Provide approved access panels where required to maintain accessibility.
- E. Close any unused knockouts or openings or enclosures with suitable caps or covers.

2.18 HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

- A. Structural Performance: Hangers and supports for plumbing piping and equipment shall withstand the effects of gravity loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.
 1. Design supports for multiple pipes, including pipe stands, capable of supporting combined weight of supported systems, system contents, and test water.
 2. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
 3. Design seismic-restraint hangers and supports for piping and equipment.
- A. Install support devices to make rigid supply and waste piping connections to each plumbing fixture.



- B. Install hangers and supports complete with necessary attachments, inserts, bolts, rods, nuts, washers, and other accessories.
 - C. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.
 - D. Install lateral bracing with pipe hangers and supports to prevent swaying.
 - E. Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.
 - F. Install hangers and supports to provide indicated pipe slopes and to not exceed maximum pipe deflections allowed by ASME B31.9 for building services piping.
 - G. Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.
 - 1. Use hangers and supports with galvanized metallic coatings for piping and equipment that will not have field-applied finish.
 - 2. Use nonmetallic coatings on attachments for electrolytic protection where attachments are in direct contact with copper tubing.
 - 3. Use padded hangers for piping that is subject to scratching.
-

PART III

CODES & STANDARDS

3.0 OVERVIEW

- A. This section focuses on codes and standards (building regulations) that affect the design, construction, installation, of this project.
- B. As technology evolves, so do codes and standards. This module was written based on information available at a specific point in time, so the Contractor should be aware that codes and standards covered herein may have been revised and/or superseded.
- C. The Contractor shall be responsible to verify that the relevant codes and standards are being used and all equipment and Work is in compliance with all relevant codes and standards.
- D. In case of discrepancy or conflict between Codes, Regulations, Standards, Drawings, and/or Specifications, the requirement yielding the higher(est) quality of work shall govern.

3.1 CODES, REGULATIONS, AND STANDARDS

- A. Contractor shall comply with the latest addition of applicable codes including but not limited to the following.
 - 1) International Building Code
 - 2) Life Safety Code (NFPA 101)
 - 3) National Electric Code NEC (NFPA 70)
 - 4) State Fire Prevention Code
 - 5) State Building Code
 - 6) Local Building Code
- B. Contractor shall comply with the latest applicable Regulations as amended, including the following.
 - 1) State Department of Health Regulations
 - 2) State and Federal Department of Labor Regulations
 - 3) Occupational Safety and Health Act (OSHA)
 - 4) Utility Company Regulations and Requirements
 - 5) Other State and Federal Laws and Regulations
 - 6) Local Ordinances
- C. Furnish products and perform installation conforming to the latest accepted Standards published by the following organizations.
 - 1) Underwriter's Laboratories, Inc. (UL)
 - 2) National Fire Protection Association (NFPA)
 - 3) National Electrical Manufacturer's Association (NEMA)
 - 4) American Society of Testing Materials (ASTM)
 - 5) American National Standards Institute (ANSI)
 - 6) Institute of Electrical and Electronic Engineers (IEEE)
 - 7) Insulated Power Cable Engineer's Association (IPCEA)
 - 8) Certified Ballast Manufacturer (CBM)



- 9) Electrical Testing Laboratories (ETL)
- 10) Illuminating Engineering Society (IES)
- 11) Insurance Service Office (ISO)
- 12) Factory Insurance Association (FIA)
- 13) Factory Mutual (FM)
- 14) Electronic Industry Association/Telecommunications Industry Association (EIA/TIA)

3.2 EQUIPMENT CERTIFICATION

- A. Equipment shall comply with the latest version of all code standards.
- B. All equipment, as specified this RFP, shall be approved for usage as required by OSHA for their designed function.
- C. Entire system shall have been approved and certified by the certification program for equipment manufacturing and shall meet the requirements inherent in the testing of the program, including mechanical as well as electrical testing.
- D. Proof of certification as well as testing reports showing testing at the rated capacity must be submitted with Proposal.

3.3 ADDITIONAL REFERENCE STANDARDS

- A. **American Institute of Steel Construction (AISC):** Manual of Steel Construction, Part 5, Specification for Structural Joints Using ASTM A325 or ASTM A490 Bolts
- B. **American National Standards Institute (ANSI):** ANSI B30.11 – Monorails and Under-hung Cranes
- C. **American Society for Testing and Materials (ASTM) A36:** Carbon Structural Steel
- D. **American Society for Testing and Materials (ASTM) A325:** Structural Bolts, Steel, Heat Treated, 120/150 ksi Minimum Tensile Strength
- E. **American Society for Testing and Materials (ASTM) A490:** Structural Bolts, Alloy Steel, Heat Treated, 150 ksi Minimum Tensile Strength
- F. **American Society for Testing and Materials (ASTM) B221:** Aluminum-Alloy Extruded Bar, Rod, Wire, Shape, and Tube
- G. **American Welding Society (AWS) D1.1:** Structural Welding Code
- H. **American Welding Society (AWS):** Certified Shop
- I. **Occupational Safety and Health Administration (OSHA) –** Specification 1910.179: Overhead and Gantry Cranes
- J. **CMAA Specifications 70 and 74:** Traveling Bridge Cranes
- K. **MMA Specification MH27.2:** Enclosed Track Under-hung Cranes and Monorail Systems



PART IV

ADDITIONAL PROJECT SPECIFICATIONS & REQUIREMENTS

4.0 ADDITIONAL PROJECT SPECIFICATIONS & REQUIREMENTS

- A. The Contractor for this project is to provide the complete construction and installation of the required infrastructure as specified within the RFP.
- B. "Turn-Key" installation shall include all phases of the project from pre-construction design layout and engineering, coordination of construction crews, project time line management and accountability, ongoing construction oversight, post construction follow-up, post installation support, etc.
- C. Contractor shall provide coordination of construction crews, project time line management and accountability, ongoing construction oversight, post construction follow-up, post installation support, etc.
- D. Subcontracting will be permitted on the basis that the Contractor shall list any and all subcontractors in the Proposal.
- E. It will be the Contractors ultimate responsibility to provide a complete, fully installed, fully tested, fully functional equipment and systems.
- F. The Contractor shall perform testing requirements for all systems. The commissioning and testing plan must be approved by PSTA.
- G. Contractor shall submit preliminary plans and documents for review. The design plans shall provide enough details on means and methods for use in obtaining all necessary permits.
- H. Contractor shall provide an estimated construction schedule/project timeline with approximate completion dates for major project milestones as part of their Proposal.
- I. Contractor is to supply all contract drawings and specifications to their subcontractors, suppliers or material vendors at no additional cost to PSTA.

4.1 CONTRACT BASIS

- A. Work is based upon conditions at the site, Project Manual, contract drawings, all addenda issued and the Contract executed between PSTA and Contractor.
- B. An express responsibility of the Contractor and all parties under the Contractor is coordination and implementation of any PSTA supplied equipment. All parties as part of this Work are to fully inform themselves of the coordination, provisions of accessory and supporting work requirements and any and all other work, supply of power, conduits, blocking, support, supply and installation of accessories required or other requirements needed to provide PSTA's provided work fully incorporated into the completed Project within the submitted costs established by the Agreement between PSTA and the Contractor.



4.2 TIME FOR COMPLETION

- A. Time for completion shall be based upon the number of days estimated by the Contractor submitted in their Proposal and shall begin from the date the "Notice to Proceed" is issued. Time shall include all holidays and other days.

4.4 RESPONSIBILITIES OF CONTRACTOR

- A. Except as otherwise specifically stated in the project manual, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, taxes legally collectible because of the Work, and all other services and facilities of any nature necessary to execute Work as shown and/or specified under the contract and deliver it in every respect within specified time.
- B. If during the course of construction of this project, the Contractor discovers errors, inconsistencies, or omissions in the Contract Documents, the Contractor shall notify PSTA in writing which will then issue written instructions to the Contractor. If the Contractor performs work knowing there is an error, inconsistency, or omission in the Contract Documents without giving written notice to PSTA, the Contractor assumes responsibility for the Work and will bear all costs associated with the performance or correction of the Work.

4.4.1 EXAMINATION OF PREMISES

- A. Before submitting a Proposal, Contractor will be held to examine the premises and to have satisfied themselves as to the existing conditions under which they will be obligated to operate, or that will in any manner affect work under this contract.
- B. Contractor must inform themselves fully of conditions relating to construction of the project and employment of labor. Failure to do so does not relieve the successful Contractor of their obligation to furnish material and labor necessary to carry out provisions of the Contract.
- C. Before submitting a Proposal, it shall be the Contractors responsibility to familiarize themselves with the conditions of the site(s) before bidding the work and to have a full understanding of these conditions. Tendering of a Proposal for the work is evidence by the Contractor that they have a complete and thorough understanding of the site, utilities, local/state municipal requirements and conditions required to complete the work without additional cost to PSTA. The Proposal is to take into consideration and to include all costs for all conditions existing or required by local/state jurisdictions, municipalities, utilities, and/or others with jurisdiction over the site or work.

4.4.2 QUALIFICATIONS OF SUPPLIERS, SUB-CONTRACTORS, OR PROPOSERS

- A. PSTA shall make such investigations as deemed necessary to determine ability of Proposer/Contractor to perform the Work, and Proposer/Contractor shall furnish to PSTA all such information and data for this purpose that PSTA may request. PSTA reserves the right to reject proposal/bid of any Proposer/Contractor, Sub-Proposer/Sub-Contractor, or vendor who has previously failed to perform properly, or to complete on time, contracts of similar nature; who is not in a position to perform contract, or who has habitually and without cause neglected payment of bills or otherwise disregarded obligations to subcontractors, material suppliers, or employees.
- B. It shall be the responsibility of the Proposer/Contractor to determine the viability of entities who will be Sub-Proposer/Sub-contractors, vendors, or suppliers to the Work during the Proposal period. PSTA will not be responsible to increase the cost of the Work to change Sub-



Proposers/Sub-contractors, vendors, or suppliers of the Work when they just fail to perform or start the Work.

4.5 COORDINATION OF WORK

- A. Coordination of the Work and Coordination of the Work between the various trades and suppliers is the express responsibility of the Contractor. It is not PSTA's responsibility to determine the sequence of Work, the installation procedures of any part or piece of the Work and/or determine the extent of responsibility for the way the various trades or portions of the Work are to be separated or divided amongst the various subcontractor, supplier, or vendors of the Work.
- B. Contractor is to give special attention for coordination of the Work by various trades to provide uniform and symmetrical layout and spacing of exposed components which affect the finished design and appearance. Where spacing and related locations are not specifically shown on the drawings, or where in doubt, Contractor shall consult with PSTA prior to installation of that part of the work.

4.7 WORKING ON PSTA PROPERTY

- A. The Proposer/Contractor acknowledges that work performed at PSTA shall be in conjunction with daily operations and shall coordinate all activities to minimize disruption.
- B. The available working hours for the Contractor to perform the required work/installations shall be coordinated with PSTA. Work to be completed by the Contractor on any other day or period of time shall be at the approval of PSTA.
- C. The Contractor shall coordinate with PSTA prior to beginning the work to determine the availability of maintenance bays. Contractor shall keep PSTA informed of the progression of the work in order to provide continuous access to maintenance bays without downtime for either the Contractor or PSTA.
- D. PSTA reserves the right to suspend on-going work of the Contractor in case of emergency.
- E. During the Pre-Construction Conference the successful Contractor shall be furnished a list of the PSTA personnel who will assist with coordination of the Work and availability of maintenance bays.

4.8 CONSTRUCTION MEETINGS & COMMUNICATIONS

- A. This section specifies administrative and procedural requirements for project meetings including but not limited to the following:
 - 1) Preconstruction conferences.
 - 2) Pre-installation conferences.
 - 3) Progress meetings.
 - 4) Coordination meetings.
 - 5) Monthly written job reports, if applicable.
- B. All requirements, work and coordination for meeting(s) and report(s) are the responsibility of the Contractor. This includes work to organize attendees and producing notes and correspondence in summary for each meeting or action.



4.8.1 PRE-CONSTRUCTION CONFERENCE

- A. Contractor shall schedule a pre-construction conference before starting construction, at a time convenient to PSTA but no later than five (5) days after execution of the Agreement.
 - 1) The conferences shall be held at the project site(s).
 - 2) The pre-construction conference will be held to review responsibilities and personnel assignments.

- B. Authorized representatives of PSTA, consultants, the Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the work.

- C. The agenda for this meeting is to discuss items of significance that could affect progress, including the following:
 - 1) Tentative construction schedule.
 - 2) Critical work scheduling.
 - 3) Designation of responsible personnel.
 - 4) Procedures for processing field designs and change orders.
 - 5) Procedures for processing Applications for Payment.
 - 6) Procedures for applying, processing, and securing of Permits.
 - 7) Distribution of Contract Documents.
 - 8) Submittal of Shop Drawings, Product Data, and Samples.
 - 9) Preparation of record documents.
 - 10) Use of premises.
 - 11) Parking availability.
 - 12) Office, work, and storage areas.
 - 13) Equipment deliveries and priorities.
 - 14) Safety procedures.
 - 15) Security.
 - 16) Housekeeping.
 - 17) Working Hours.

- D. All construction plans, drawings, manuals, blueprints, shop drawings, equipment drawings, equipment manuals, etc. during all phases of this project shall be provided by the Contractor. One (1) original and three (3) copies of all submittals shall be provided to PSTA.

- E. Distribute progress schedule including all updates to PSTA, Contractor's, subcontractors, suppliers, fabricators, and other with need-to-know schedule compliance requirements.

- F. Prior to construction, all Contractors and any subcontractors shall coordinate with PSTA staff to minimize disruptions resulting from temporary system shut-downs associated with equipment tie-in or utility provider requirements.

- G. Such disruptions shall be indicated on construction schedules, which must be provided with proposals.

- H. All disruptions, power-downs, systems cut-offs, etc. must be made in advance to PSTA in order to prepare for the outage. Due to the critical systems and operations of PSTA, failure to notify of service interruptions of any type, for any reason, will not be permitted.



4.8.2 PRE-INSTALLATION CONFERENCES

- A. Contractor shall conduct a pre-installation conference at the project site before each construction activity that requires coordination with other construction crews.
- B. Contractor, subcontractors, installers, and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have proceeded or will follow, shall attend the meeting. The Contractor shall advise PSTA representatives of the scheduled meeting dates.
 - 1. The conference shall consist of a review of the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements of the following:
 - a) Contract documents.
 - b) Shop Drawings, Product Data, and quality control samples.
 - c) Possible conflicts.
 - d) Compatibility problems.
 - e) Time schedules.
 - f) Weather limitations.
 - g) Manufacturer recommendations.
 - h) Warranty requirements.
 - i) Acceptability of substrates.
 - j) Safety.
 - k) Protection.
- C. Contractor shall record significant discussions and agreements/disagreements of each conference, and the approved schedule. Records of each meeting shall be distributed to everyone concerned, including three (3) copies to PSTA.
- D. Contractor shall not proceed with the installation if the conference cannot be successfully concluded. Contractor shall initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

4.8.3 PROGRESS MEETINGS

- A. Progress meetings at the project site shall be scheduled on a weekly basis, if applicable. Contractor shall conduct meetings and prepare minutes. Contractor shall publish notes and distribute notes after each meeting.
- B. In addition to representatives of the Contractor and PSTA, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Contractor shall develop and submit an updated construction schedule. This schedule shall incorporate past schedule fluctuations and any and all changes to correct schedules that are anticipated.
- D. The agenda of the progress meetings shall be to review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Topics for discussion as appropriate to the status of the Project.



1. Contractor's Construction Schedule: Review the progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to insure that current and subsequent activities will be completed within the Contract Time. Detailed review of the Contractor's next four weeks schedule. The Contractor shall submit to the attendees a copy of the Construction Schedule "FOUR WEEK LOOK AHEAD".
 - a. Review the present and future needs of each entity/party present, including the following:
 - 1) Ongoing operations and operator concerns.
 - 2) Status of submittals.
 - 3) Interface requirements.
 - 4) Time & Sequencing.
 - 5) Quality and work standards.
 - 6) Deliveries.
 - 7) Off-site fabrication problems.
 - 8) Commissioning activities.
 - 9) Access & Site utilization.
 - 10) Housekeeping.
 - 11) Documentation of information for payment requests.
- E. No later than two (2) days after each meeting, the Contractor shall distribute minutes of the meeting to each party present and to parties who should have been present.
 - 1) Contractor shall revise the Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. The revised schedule shall be issued concurrently with the report of each meeting.

4.8.4 MONTHLY WRITTEN JOB REPORT (IF APPLICABLE)

- A. Contractor shall prepare a monthly Job Report, if applicable, before submitting that month's Payment Application. The monthly Job Report shall be published to include the following:
 - 1) Update of current Request for Information (RFI), Submittal of PR/SI logs.
 - 2) Update of Project time line and Completion Schedule up-date.
 - 3) Copies of weekly meeting minutes.
 - 4) Listing of any outstanding cost items.
 - 5) Current site/construction photographs.

4.9 SUBMITTALS

- A. Contractor shall make one (1) original and three (3) copies of all submittals required by the Contract Documents; revise and resubmit as necessary to establish compliance with specified requirements. Submittals which are received from sources other than through the Contractor's office will be returned by PSTA without action. Submit at least one (1) original and three (3) copies of manufacturer's product literature. The remainder of the number of copies required for submittal may be reproductions of manufacturer's literature. FAX submittals, poor quality reproductions or illegible submittals will not be accepted.
- B. Contractor's submittal of, and PSTA acceptance of, show drawings, product data or samples which suggest or request work not complying with the requirements of Contract Documents does not constitute an acceptable or valid request for a substitution, nor approval thereof. A separate



cover letter specifically requesting such a substitution and approval of such is required. It is the Contractor's responsibility to adequately inform PSTA of substitutions and not PSTA's responsibility to determine that substituted Work has been suggested in Submittals, Shop Drawings, or other Submissions.

- C. The numbering scheme for all submittals will be established and agreed upon at the pre-construction conference.

4.9.1 SUBMITTAL PREPARATION

- A. Contractor shall permanently mark each submittal to identify project, date, contractor, subcontractor, submittal name, and similar information to distinguish it from other submittals. Contractor shall show executed review and approval marking.
- B. Contractor shall indicate project, date, "TO"; "FROM"; names of subcontractors, suppliers, manufacturers, required references, category and type of submittal, purpose, description, distribution record and signature of transmitter.
- C. The numbering scheme for all submittals will be established and agreed upon at the pre-construction conference.

4.9.2 RELATED WORK SPECIFIED IN OTHER SECTIONS

- A. Detailed individual requirements for submittals are described in pertinent Sections of these Specifications.

4.9.3 QUALITY ASSURANCE

- A. Prior to each submittal, the Contractor shall carefully review and coordinate all aspects of each item being submitted. Contractor's approval stamp to each submittal shall signify/certify that coordination has been performed.
- B. Contractor shall verify that each item and submittal for its conformance in all aspects with specified requirements.

4.9.4 PSTA's ACTION ON SUBMITTALS, SHOP DRAWINGS & OTHER ITEMS

- A. Review of Substitution Requests, Submittals, Shop Drawings, Samples or Other Items during the Work by PSTA does not release the Contractor, subcontractor, vendor, and/or supplier from the proper performance of the Work as envisioned by the Contract Documents. Nothing in the act of Review or approval of such Submittals is an approval to use a Substituted Item (without separate written approval), change the amount, quantity or number of any item or to delete any Work or Item from the Project.
- B. Nothing in the Review of Submittals, etc. will take the place of the proper verification of conditions and installation requirements at the Site by the Contractor. Nothing in the Review of Submittals will take the place of Field Dimension Verification by the Contractor. Nothing in the Review of Submittal will present confirmation of Quantities, Dimensions, or Installation Requirements. The Contractor will retain all responsibilities for the verification of dimensions, quantities, coordination with manufacturer's installation requirements, conformation with codes and the coordination of all portions of the Work with Jurisdictions having authority over the Work.



- C. PSTA will respond to submittals from the Contractor by completing the "LETTER OF TRANSMITTAL" form. Submittal review does not relieve Contractor of compliance with Contract Documents or local codes. Review is only for conformance with the design intent of the Project and compliance with information given in the Contract Documents. The Contractor is responsible to coordinate and to confirm all dimensions for use at the site. The Contractor is responsible for coordination of the work of all trades.
- D. Where action and return is required or requested, PSTA will review each submittal and mark per the following, and where possible return within five (5) working days of receipt. When a submittal must be coordinated with submittals of other trades, Contractor is responsible for gathering all information and forwarding to PSTA as a single submittal.
- E. In terms of response, PSTA shall respond as follows:
 - 1) Final Unrestricted Release: Work may proceed, provided it complies with notations and corrections on submittal and the Contract Documents when submittal is returned with the following: **MARKING: "Reviewed"**
 - 2) Final-But-Restricted Release: Work may proceed, provided it complies with notations and corrections on submittal and with Contract Documents, when submittal is returned with the following: **MARKING: "Reviewed and Noted"**.
 - 3) Returned for Re-Submittal: Do not proceed with work. Revise submittal in accordance with notations thereon, and resubmit without delay to obtain a different action marking. Do not allow submittals with the following marking (or unmarked submittals where a marking is required) to be used in connection with performance of the Work: **MARKING: "Revise and Resubmit"**.
 - 4) Other Action: Where submittal is returned for other reasons, with PSTA's explanation included, it will not be marked or marked "Revise and Resubmit".

4.9.5 TIMING OF SUBMITTALS

- A. Submittals shall be made far enough in advance of scheduled dates of installation to provide required time for reviews, securing necessary approvals, possible revision and resubmittal, placing orders and securing delivery. Minimum timing of submittal processing by PSTA is five (5) working days not including weekends, holidays, or weather delays where the Contractor is not working. Requests for review of submittals that involve the selection of colors or verification of materials by PSTA have minimum processing time of ten (10) working days not including weekends, holidays, or whether delay day where the Contractor is not working.

4.9.6 COORDINATION & SEQUENCING

- A. Contractor shall coordinate preparation and processing of submittals with performance of work so that work will not be delayed by submittals.
- B. Contractor shall coordinate and sequence different categories of submittals for same work, and for interfacing units of work, so that one will not be delayed for coordination of PSTA's review with another.



4.10 SUBSTITUTION REQUESTS

- A. Products specified herein establish a quality standard for comparison by manufacturers of similar products. Products of other manufacturers may be substituted for those specified herein on an "Approved Equal" basis. DO NOT propose the substitution of products that do not meet or exceed the quality standards established by the specified product.
 - 1) Products proposed as equivalent MUST be submitted through the Contractor for review by PSTA after the project is awarded. DO NOT request approval of products prior to the awarding of the project.
 - 2) It is the suppliers and/or subcontractors responsibility to provide substitutions that are equal to or exceed the quality established by the original product or system.
 - 3) It is not PSTA's responsibility to determine or prove to the Contractor, subcontractor, or supplier that their products do not meet the requirements of the original product or system, only to indicate acceptance or non-acceptance of the system in general.
 - 4) Acceptance by PSTA of a product or system for substitution does not relieve the supplier, subcontractor, or Contractor from the proper performance of the product or system(s) substituted.

- B. Supporting technical data, samples, published specifications and the like must be submitted for comparison.

- C. Contractor shall warrant that proposed substitutions, if accepted, will provide performance equivalent to the materials specified herein. Should substitution be accepted and should the substitute material prove defective or otherwise unsatisfactory for the service intended and within the guaranty period, the Contractor shall replace this material or equipment with the material or equipment specified.

- D. If any substitution will affect a correlated function, adjacent construction, or work of other trades or contractors, the necessary changes and modifications to affected work are to be considered and included as part of substitution, to be accomplished without additional cost to PSTA.

- E. Under no circumstances shall PSTA's acceptance of any such substitution relieve the Contractor from timely, full and proper performance of Work.

- F. Contractor's request for substitution will be received and considered when extensive revisions to contract documents are not required and changes are in keeping with general intent of Contract Documents; when timely, fully documented and properly submitted; and when one or more of the following conditions is satisfied, all as judged by PSTA. Otherwise, requests will be returned without action except to record non-compliance with these requirements:
 - 1) Where request is directly related to an "or equal" clause or other language of same effect in Contract Documents.
 - 2) Where required product, material, or method cannot be provided within Contract Time, but not as a result of Contractor's failure to pursue the Work promptly or to coordinate various activities properly.
 - 3) Where required product, material or method cannot be provided in a manner which is compatible with other materials of the Work, or cannot be properly coordinated therewith, or cannot be warranted as required, or cannot be used without adversely affecting PSTA's insurance coverage on completed work, or will encounter other substantial non-compliances which are not possible to otherwise overcome except by making requested substitution, which Contractor thereby certified to overcome such



non-compatibility, non-coordination, non-warranty, non-insurability, or other non-compliance.

- 4) Where required product, material, or method cannot receive required approval by a governing authority, and requested substitution can be so approved.
- 5) Where substantial advantage is offered to PSTA, in terms of cost, time, energy conservation or other valuable considerations, after deducting offsetting responsibilities PSTA may be required to bear increased cost of other work by PSTA or separate contractors, and similar considerations.

4.11 REQUESTS FOR SUPPLEMENTARY INFORMATION

- A. Contractor shall make timely requests of PSTA for additional information required in planning and production of work.
- B. Contractor shall file Request for Information (RFI) requests in ample time to permit appropriate action by all parties involved and avoid delay in performance of work. Minimum response time from PSTA is fourteen (14) working days not including weekends, holidays, or weather delays when the Contractor is not working. Requests can be made for more timely responses, PSTA will attempt to respond to critical needs as they are made, but regardless of timing, no costs, based on requests for additional information responses, will be borne by PSTA without minimum time requirement being completed. It is the Contractors responsibility to be sequencing the work and controlling the flow of work to eliminate the immediate need for information responses.
- C. PSTA will not bear costs related to the submittal of RFI and/or the responses to such, or the timing of responses to RFI questions regardless of the nature of the request.
- D. Requests for Information are NOT a substitute for review of the Contract Documents by the Contractor. Requests for Information that are contained in the Contract Documents will not be honored and any subsequent claim for time or costs will not be born by PSTA. Contractor is responsible to review information requests from subcontractors and provide proper responses based on the information in the Contract Documents before subcontractors RFI's are passed onto PSTA.

4.12 SHOP DRAWINGS

- A. Contractor shall provide newly-prepared information, on reproducible sheets, with graphic information at accurate scale (except as otherwise indicated), with name of preparer indicated (firm name). DO NOT duplicate and submit construction drawings as shop drawings. Show dimensions and notes which are based on field measurement. Identify materials and products in work shown. Indicate compliance with standards, and special coordination requirements.
- B. Shop drawings must bear Contractor's approval stamp. Engineer's if affecting design change.
- C. Submittals are reviewed by PSTA for design intent only. The Contractor is responsible for verification of dimensional requirements, compliance with contract documents and local codes, quantities and coordination of all affected trades.
- D. Under no circumstances shall PSTA's acceptance of shop drawings or submittals relieve Contractor from timely, full and proper performance of Work.
- E. In terms of Work-Related submittals:



- 1) Contractor's submittal of (and PSTA's acceptance of) show drawings, product data or samples which relate to work not complying with requirements of Contract Documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.
- 2) It is not the responsibility of PSTA to find or otherwise locate changes in the work contained in submittals or substitution request. The Contractor is to provide a cover letter stating the details of the shop drawing issues or changes in the shop drawings that affect the work to PSTA and to ask for written confirmation of such. Review and approval of shop drawings that do not make express written reference to changes or other issues will not be the responsibility of PSTA to accept in the field and the Contractor will replace such deficient work with the originally specified work when the work is uncovered.

4.13 PRODUCT DATA

- A. Contractor shall collect all required data into one (1) original submittal and three (3) copies for each unit of work or system; mark each copy to show which choices and options are applicable to project AND WHICH ARE AVAILABLE FOR SELECTION BY PSTA WITHOUT ADDITIONAL COST. No payment will be made for additional cost of any choices or options submitted by the Contractor for selection by PSTA and not clearly shown as not available within the contract.
- B. Contractor shall include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and special coordination requirements.
- C. Contractor shall maintain one set of product data (for each submittal) at project site, available for reference by PSTA and authorized others. Contractor shall maintain one clean set of all final "approved" submittals to be used to make copies for PSTA's Close-Out Documents.
- D. Contractor shall not submit product data until compliance with requirements of contract documents has been confirmed.
- E. Contractor shall submit three (3) copies of product data for PSTA's review for items specified in various specification sections. Three (3) copies are required for mechanical and electrical data.
- F. Contractor shall not proceed with installation of materials, products or systems until final copy of applicable product data is in possession of installer.
- G. In terms of Data Submittals:
 - 1) Contractor's submittal of (and PSTA's acceptance of) shop drawings, product data or samples which relate to work not complying with requirements of Contract Documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.
 - 2) It is not the responsibility of PSTA to find or otherwise locate changes in the work contained in product or data submittals. The Contractor is to provide a cover letter stating the details of the submittal or changes in the data or submittals from that specified by PSTA or by PSTA's separate supplier or installer based on PSTA furnished products or systems to ask for written confirmation of such. Review and approval of submittal that do not make express written reference to changes or equal issues will



not be the responsibility of PSTA to accept in the field and the Contractor will replace such deficient work with the originally specified work when the work is uncovered.

4.14 SAMPLES

- A. Unless precise color and pattern is specified in the Contract Documents, submit accurate color and pattern charts or actual material samples to PSTA for selection. Refer to pertinent sections of specifications for detailed submittal requirements. Provide units identical with final condition of proposed materials or products for the work. Include "range" samples (not less than 3 units) where unavoidable variations must be expected, and describe or identify variations between units of each set.
- B. Contractor shall make all submissions affecting color selection within sufficient time to allow selection without causing delay.
- C. Contractor shall provide a full set of optional samples where PSTA's selection is required. DO NOT INCLUDE OPTIONS REQUIRING ADDITIONAL COST.
- D. Samples shall be submitted for review and confirmation of color, pattern, texture and "kind" by PSTA. PSTA will not "test" samples (except as otherwise indicated) for compliance with other requirements, which are therefore the exclusive responsibility of the Contractor.
- E. Contractor shall submit three (3) sets of samples in final submittal.
 - 1) Contractor shall furnish two (2) sets to PSTA and assemble one on-site. When all samples are on-site, PSTA and Contractor are to review. Contractor shall provide job samples indicating finished color selections for any and all items requiring finish color for project.
 - 2) Contractor shall maintain a returned final set of samples at project site, in suitable condition and available for quality control comparisons by PSTA and Contractor. Written approval from PSTA is required before work is begun for any finish requiring color review.
- F. Returned samples which are intended or permitted to be incorporated into Work must be in undamaged condition at time of use.
- G. In terms of Sample Submittals:
 - 1) Contractor's submittal of (and PSTA's acceptance of) shop drawings, product data or samples which related to work not complying with requirements of Contract Documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.
 - 2) It is not the responsibility of PSTA to find or otherwise locate changes in the work contained in product or data submittals. The Contractor is to provide a cover letter stating the details of the submittal or changes in the data or submittals from that specified by PSTA or by PSTA's separate supplier or installer based on PSTA furnished products or systems to ask for written confirmation of such. Review and approval of submittal that do not make express written reference to changes or equal issues will not be the responsibility of PSTA to accept in the field and the Contractor will replace such deficient work with the originally specified work when the work is uncovered.



4.15 CLOSEOUT SUBMITTALS

- A. Upon completion of Work and prior to final payment, the following items must be submitted to PSTA:
 - 1) Close-Out Document Binders.
 - 2) As-Built Record Drawings.
 - 3) Deficiency List (a.k.a "Punch List") completion Documentation.

- B. Contractor shall provide three (3) complete sets of all the Close-out Documentation to PSTA.

4.15.1 CLOSE-OUT DOCUMENT BINDERS

- A. Contractor shall provide three (3) sets of Close-Out Binders. Each must be provided in punched three ring binders, tabbed in accordance with the Master Format matching the Project Manual and with a Table of Contents information including:
 - 1) Project Directory and Subcontractor Listing: Listing of all subcontractors and major suppliers for project stating portions of Work done, address and telephone number of firm, and contact at firm familiar with project and emergency contact information in case PSTA needs to contact with the subcontractor or supplier.
 - 2) Copies of Jurisdiction's "Occupancy Permit" (if applicable) or any other approval process of certification obtained during the progress of work.
 - 3) Contractor's written Guarantee letters supported by warranty/guarantee letters from all subcontractors, suppliers, and vendors.
 - 4) Contractor's "Certificates of Release of Liens" and supported by attachment of full and complete lien releases from all subcontractors, suppliers, and vendors.
 - 5) Guarantees and Warranties: Three (3) fully executed copies of each guarantee and warranty specified.
 - 6) Certificates and Testing Data: Three (3) copies of each certificate specified and three (3) copies of all testing data completed for work including compaction testing and approved site work testing by the Testing Agency, materials testing by the Testing Agency and other testing data.
 - 7) Contractor's letter stating the completion of all "Deficiency" listed items for the Work has been completed.
 - 8) Instruction/Operations/Maintenance Manuals: Three (3) operating, three (3) service, and three (3) maintenance manuals or instruction sets for each item as requested by specifications and required by PSTA.
 - 9) Submittal of "approved" report approved by the Engineer of Record.
 - 10) As-Built Record Drawings.
 - 11) Product Certificate
 - 12) Full and complete itemized listing of all parts used in construction of this project.
 - 13) Full and complete itemized listing of all spare parts for the equipment.

4.15.2 AS-BUILT RECORD DOCUMENTS

- A. Contractor shall provide a complete "file set" of one (1) original and three (3) copies of all completed Submittals with Contractor's and PSTA's approval markings for the Work properly organized per the section of the Project Manual.

- B. In terms of the As-Built Record Drawings:
 - 1) The Contractor shall keep a set of prints at the site to be used exclusively for daily mark-ups of "As-Built" information.



- 2) As the point of Substantial Completion, the Contractor will furnish one new set of drawings for use in creating the As-Built Record Documents.
- 3) The Contractor shall then neatly transfer all the daily record changes from installations originally indicated, and record final locations of underground lines by depth from finished grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, edges, or walks. Record depths and location of all underground items whether they changed from their anticipated locations or not.
- 4) The Contractor shall (on this same set of plans) "paste-up" all information issued to the Contractor during the work including, but not limited to, Change Orders, Supplemental Instructions, and any other instructions officially issued to the Work.
- 5) The Contractor shall have a reprographics company make electronic scan copies of the As-Built Drawings in .jpg, .tiff, or .pdf format. Provide a CD of all files along with one (1) set of the original paper documents and three (3) copies to PSTA as part of the Close-Out Documents. Electronically scanned copies shall be 1:1 reproductions and shall not alter the scale or aspect ratio of the originals.

4.15.3 DEFICIENCY LIST COMPLETION VERIFICATION

- A. Utilizing the Deficiency list provided by PSTA, Contractor will provide one (1) original and three (3) copies of a cover letter stating completion of all Deficiency List items over a copy of the Deficiency List with each individual item crossed off the list as an indication that action was completed on each item indicated.

4.16 GENERAL SITE & BUILDING PREMISES REQUIREMENTS

The following are minimum site requirements aimed at protecting PSTA's property. They do not instruct Contractor's means or methods for completing the work, Contractor shall be solely responsible for all means and methods of construction.

- A. Do not close or obstruct streets, walks and other occupied or used facilities, public or private, without permission from authorities having jurisdiction and PSTA. Provide alternate routes around closed or obstructed pedestrian or traffic ways. Coordinate and provide all requirements of the local authority included in the Proposal for the Work. It is the responsibility of the Contractor to determine the amount, need and design of any systems, barriers or items needed to complete the Construction.
- B. Ensure safe passage of persons around all construction areas and/or through construction. Provide for safe passage within the building for users of adjacent portions of the building during all construction activities, 24 hours a day for the complete construction period. Provide for all code required egress exiting or exit systems needed for the new or existing construction.
- C. Conduct operations to prevent injury to adjacent buildings, structures, facilities and/or persons.
- D. Erect temporary covered passageways, safety barriers, walkways, or separation barriers as required by authorities having jurisdiction. It is the responsibility of the Contractor to contact local officials during the bidding period and determine the amount, need, and design of any systems, barriers, or items needed to complete the Construction.

Provide dustproof partitions to separate existing portions of the building from all construction areas as required. If not indicated on the drawings, provide dustproof partitions as directed by PSTA to comply with applicable sections of the Life Safety Code.



- E. Provide temporary enclosures at doors and other openings in walls as necessitated by weather conditions. Construct enclosures with fire retardant treated lumber. Tape joints and caulk to prevent dust and debris from migrating beyond construction areas. Maintain enclosures in good repair and remove when no longer needed.

4.16.1 WORKING ON PSTA PROPERTY

- A. The Contractor acknowledges that work to be accomplished under this Contract is to be performed on PSTA property. The Contractor's work must be accomplished simultaneously with ongoing daily operations. Such operations include, but are not limited to, the passage of buses, storage of buses, and maintenance of buses, etc.
- B. All PSTA Bus Facilities employ strict security measures which are vital to the safety of all PSTA Employees.
- C. The Contractor, subcontractors, vendors, suppliers, etc. shall fully cooperate with all PSTA Security Policies while performing work on PSTA premises.
- D. This shall include but is not limited to:
 - 1) Providing daily, weekly, or on a requested basis, names of all contractors, subcontractors, vendors, material suppliers, who shall require access to PSTA premises.
 - 2) Upon entry and clearance to enter PSTA Property, all outside contractors, subcontractors, vendors, etc. shall be issued "Contractor ID Badges" which must be worn/displayed at all times while on PSTA premises.
 - 3) Full cooperation with all PSTA Staff while on PSTA premises.
 - 4) Refraining from entering areas which are considered restricted/off-limits without the permission of PSTA Staff.

4.17 CLEANING AND WASTE REMOVAL

- A. The premises and the job site shall be maintained in a reasonable neat and orderly condition and kept free from accumulations of waste materials and rubbish during the entire construction period.

4.17.1 PROGRESS CLEANING

- A. Remove crate, cartons, and other flammable waste materials or trash from the work areas at the end of each working day. Do not allow debris to blow onto adjoining properties. Respond immediately to requests from adjoining property owners to remove any debris that does manage to show up on adjoining properties. Collect and remove waste materials, debris, and rubbish from site weekly, daily if necessary and dispose off-site in accordance with state and local codes.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

4.17.2 FINAL CLEANING

- A. Use cleaning materials and agents recommended by manufacturer or fabricator of surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property, or that might damage finished surfaces.



- B. Complete following cleaning operations before requesting inspection for Substantial Completion:
- 1) Clean Project Site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste materials, litter and foreign substances.
 - 2) Remove tools, construction equipment, machinery and surplus material from Project Site.
 - 3) Remove labels that are not permanent labels.
 - 4) Touch-up and otherwise repair and restore marred exposed finishes and surfaces. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
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PART V

TESTING, TRAINING, WARRANTY, & MAINTENANCE

5.0 TESTING & ACCEPTANCE

- A. After installation is complete, the Proposer/Contractor shall demonstrate to PSTA that the equipment operates flawlessly in accordance with the intent and meaning of the drawings and specifications and the manufacturer's specifications and recommendations.
- 1) All components, parts, systems, controls, shall be tested to verify functionality prior any testing of load capabilities.
 - 2) Only after verification is made by Proposer/Contractor and approved by PSTA will a live demonstration using a load be authorized.
 - 3) It is expected that during this demonstration the Proposer/Contractor shall have all appropriate individuals present (i.e. electricians, installers, etc.) to make adjustments, diagnosis problems/issues, and make fixes or repairs immediately.
 - 4) NOTICE TO CONTRACTOR: Proposer/Contractor shall submit to PSTA a documented testing plan, in writing, for the equipment installed at PSTA prior to the testing date. Test plan shall detail the entire testing process and all other processes as part of the installation and be approved by the Manufacturer(s) of all equipment installed.

5.1 TRAINING

- A. Training shall be included as part of the scope of the project.
- B. Proposer/Contractor shall provide thirty (30) total hours for training broken down as follows:
- 1) Thirty (30) hours shall be provided for operational and maintenance training.
 - 2) NOTICE TO CONTRACTOR: PSTA reserves the right to use the thirty (30) hours in any area that PSTA deems will maximize the on-site training.
- C. The Contractor shall provide complete and comprehensive operations and maintenance training for PSTA personnel.
- D. Complete/comprehensive training shall be provided for all aspects of the equipment.
- E. Only experienced instructors thoroughly trained and experienced in operation and maintenance of Project equipment and systems shall be used in order to instruct PSTA's maintenance personnel.
- F. The Contractor shall (1) arrange for each installer of equipment that requires regular maintenance to meet with PSTA in order to provide instruction in the proper operation and maintenance of any equipment that requires regular maintenance, (2) provide instruction by manufacturer's representatives if installers are not experienced in any relevant procedures, (3) provide instruction at agreed-upon times, and (4) provide PSTA with a minimum of 72 hours advance notice of the training sessions.
- G. The Contractor shall (1) use the operation and maintenance manuals for each piece of equipment or system as the basis of instruction, (2) review contents of operation and maintenance manuals in detail in order to explain all aspects of operation and maintenance, and (3) provide such instruction for troubleshooting problems with the equipment.



5.2 WARRANTY

- A. The Contractor shall provide warranty on all defects in materials, equipment, and workmanship for a minimum of twelve (12) months from substantial completion of the project.
- B. The warranty period shall be one (1) year except where longer periods are stated for specific parts.
- C. Proposer/Contractor shall have a service person on-site within forty-eight (48) hours after request of warranty service in "system down" situations.
 - 1) Regular warranty service shall be provided within seventy-two (72) hours after request for service from PSTA.
- B. Proposer/Contractor shall provide to PSTA free technical support for the lifetime of the equipment provided through reasonable telephone contact and availability during normal business hours.
 - 1) Any limitation on technical support shall be specifically noted in the Proposal.
- D. Manufacturer of equipment shall state and guarantee, in writing, the amount of years spare parts shall be available from date of delivery of the system.
- E. The Contractor shall provide to PSTA the following documentation concerning all warranty information:
 - 1) Project Directory and Subcontractor Listing: Listing of all subcontractors and major suppliers for the project stating portions of Work done, address and telephone number of firm, and contact at firm familiar with project and emergency contact information in case PSTA needs to get in contact with the subcontractor or supplier.
 - 2) Contractor's written Guarantee letters supported by warranty/guarantee letters from all subcontractors, suppliers, and vendors for all materials, equipment, workmanship, and the length of time associated for such warranty periods.
- F. Details on the full warranty for the equipment shall be provided as part of the proposal package.

5.3 MAINTENANCE

- A. Maintenance specifications shall be specific about any components of the equipment that requires to be replaced as part of regular maintenance and service activities.
- B. Proposer/Contractor shall provide to PSTA for its sole use the of equipment, any hardware, software, equipment, cables, installation and operating instructions, and other support and support-related items for the operation of the system.



**ATTACHMENT 18
 PREVAILING WAGES**

General Decision Number: FL170267 03/10/2017 FL267

Superseded General Decision Number: FL20160267

State: Florida

Construction Type: Building

County: Pinellas County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	02/03/2017
2	02/10/2017
3	03/10/2017

ASBE0067-003 01/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 27.40	14.29

* ELEC0915-001 12/05/2016

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring) Building Electrical Contracts over \$200,000. Excludes all Educational, Theme Park, and Hospital Facilities.....	\$ 25.09	37%+.2

ELEV0074-001 01/01/2017



	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 38.70	31.585

FOOTNOTE:

A. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

 ENGI0487-021 07/01/2016

	Rates	Fringes
OPERATOR: Crane		
All Cranes 160 Ton		
Capacity and Over.....	\$ 33.05	9.20
All Cranes Over 15 Ton		
Capacity.....	\$ 32.05	9.20
OPERATOR: Forklift.....	\$ 23.25	9.20
OPERATOR: Mechanic.....	\$ 32.05	9.20
OPERATOR: Oiler.....	\$ 23.50	9.20

 IRON0397-007 07/01/2014

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 25.99	13.59

 IRON0397-008 07/01/2016

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 29.10	15.39

 IRON0402-001 10/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 22.34	10.15

 PLUM0123-001 05/01/2016

	Rates	Fringes
PIPEFITTER (Includes HVAC		
Pipe and Unit Installation).....	\$ 24.40	13.24

 PLUM0123-004 05/01/2016

	Rates	Fringes
PLUMBER.....	\$ 24.40	13.24



 SHEE0015-005 07/01/2014

	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct Installation).....	\$ 20.08	13.44

 SUFL2014-031 08/16/2016

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Metal Stud Installation (Excludes Carpet and Vinyl Floor Laying)...	\$ 16.36	0.70
CEMENT MASON/CONCRETE FINISHER...	\$ 13.00	1.30
FLOOR LAYER: Carpet and Vinyl....	\$ 17.64	0.00
HVAC MECHANIC (HVAC Duct Installation Only).....	\$ 18.00	2.18
LABORER: Pipelayer.....	\$ 14.00	1.40
LABORER: Common or General, Includes Carpenter Tending and Cement Mason Tending.....	\$ 11.31	0.85
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 22.07	8.80
OPERATOR: Bulldozer.....	\$ 15.40	1.90
OPERATOR: Grader/Blade.....	\$ 18.97	0.00
OPERATOR: Loader.....	\$ 14.00	1.40
OPERATOR: Roller.....	\$ 14.43	4.78
PAINTER: Brush, Roller and Spray.....	\$ 14.72	2.13
ROOFER.....	\$ 19.00	1.17
SPRINKLER FITTER (Fire Sprinklers).....	\$ 20.11	6.74
TILE SETTER.....	\$ 18.01	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.22	2.12
TRUCK DRIVER: Lowboy Truck.....	\$ 14.24	0.00

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.



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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.



Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal



process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



EXHIBIT A
CONTRACT



EXHIBIT A – CONTRACT

**AGREEMENT FOR "TURN-KEY" DESIGN, MANUFACTURE, INSTALLATION FOR FREESTANDING STEEL BRIDGE
CRANE
AND RELATED SERVICES**

THIS AGREEMENT is made on _____, 2017, by and between the Pinellas Suncoast Transit Authority ("PSTA"), an independent special district with its principal place of business located at 3201 Scherer Drive, St. Petersburg, Florida, and _____ ("Contractor"), a _____ with its principal place of business located at _____ (collectively, the "Parties").

WHEREAS, PSTA issued a Request for Proposal No. 17-019P for Freestanding Steel Bridge Crane and Related Services on April 6, 2017 (the "RFP"); and

WHEREAS, Contractor submitted a response to the RFP on or before May 5, 2017 ("Contractor's Response"); and

WHEREAS, PSTA's Board of Directors awarded the contract to Contractor at its Board of Directors Meeting on June 28, 2017 for an amount not to exceed _____ (the "Contract Sum").

NOW THEREFORE, the Parties for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, agree as follows:

1. **RECITALS.** The above recitals are true and correct and incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The "Contract Documents" shall mean and refer to this Agreement, the Federal Transit Administration Contract Clauses (attached hereto as **Exhibit A**), the RFP and all exhibits attached thereto including all duly executed and issued addenda (attached hereto as **Exhibit B**), and Contractor's Response (attached hereto as **Exhibit C**). All of the foregoing are incorporated herein by reference and are made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the exhibits, precedence will be resolved in the following order:

Federal Transit Administration Contract Clauses
This Agreement
The RFP
Contractor's Response

3. **SCOPE OF SERVICES.** Contractor shall provide design-build services for a turn-key freestanding steel bridge crane and related services in accordance with the specifications and scope of work set forth in the RFP (the "Project"). Contractor acknowledges that it has read all specifications for the Project and understands them. The Parties acknowledge and agree that the scope of services for the Project is a general guide of the minimum requirements and is not intended to be a complete or comprehensive list of all requirements necessary to complete the Project.
4. **EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement shall become effective and commence on the date of award by PSTA's Board of Directors ("Effective Date") and shall remain in effect for one (1) year (Contract Time).



5. TERMS OF PERFORMANCE.

5.01 *Time for Completion of the Project.* Contractor shall commence work on the Project immediately upon receipt of a written "Notice to Proceed" from PSTA and shall submit the completed Project for PSTA to consider for final acceptance, which shall include all "Close-out Documentation" set forth in the RFP, no later than the date for final completion set forth in the Progress Schedule ("Contract Time").

5.02 *Representatives.* Prior to the start of any work on the Project, Contractor shall designate primary and alternate representatives, who will have management responsibility for the Project and who have authority to act on technical matters and resolve problems with the Project and the Contract Documents, to PSTA in writing ("Contractor's Representative"). Such designation shall include the contact information (including mobile phone numbers) of Contractor's Representative. PSTA will advise Contractor in writing of the personnel who will represent PSTA in the administration of the Contract Documents ("PSTA's Project Manager").

5.03 *Design.* Contractor shall submit a proposed final design and specifications for the Project to PSTA for review and approval within the time set forth on the Progress Schedule. Such design shall be prepared, signed and sealed by a duly licensed engineer identified in Contractor's Response and shall conform with all specifications of the Project. Upon receipt, PSTA will either accept the proposed design or provide written comments to the proposed design within thirty (30) days of receipt. PSTA's review is as to design intent only and no comments, acceptance, or approval by PSTA shall relieve Contractor of its obligation to ensure that the final design is accordance with the specifications for the Project, the Contract Documents, and the standard of care of engineers and professionals in its field.

5.04 *Digital Deliverables.* In addition to hard copies, Contractor shall provide PSTA with a digital copy of all deliverables, including: (a) design drawings and specifications; and (b) final as-constructed/as-built record drawings and specifications and construction documents, including those which are produced or created by Contractor, subcontractors, consultants or others.

5.05 *Project Standards.* Contractor shall cause the Project to be completed in a workmanlike manner, in accordance with the Contract Documents, and in accordance with the final design as approved pursuant to Section 5.03. Contractor shall provide services of first quality, and all work and workmanship associated with the Project must be in accordance with customary standards of the various trades and industries involved in the Project. Contractor shall enforce strict discipline and good order among its employees, subcontractors, representatives, agents, and any others carrying out the Project. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractor shall supervise, inspect, and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the work on the Project. PSTA will provide access to its facilities as needed for Contractor to complete the Project. PSTA and PSTA's Project Manager will communicate directly with Contractor's Representative and shall have no authority to direct, oversee, or instruct Contractor's employees, subcontractors, or materialmen, or any other individuals performing work on the Project. Contractor shall be responsible for cutting, fitting or patching required to complete the Project or to make its parts fit together properly. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to its work. Upon completion of the Project, Contractor shall remove its tools, construction equipment, machinery and surplus material, and shall properly dispose of all waste materials.

5.06 *Equipment Disposal.* Contractor shall dispose of all construction debris, hazardous waste, and other materials associated with the Project in accordance with all laws, rules, regulations, ordinances,



environmental standards, and/or orders which may apply to the disposal of such equipment, waste, and/or materials, including but not limited to the Clean Air Act, and/or requirements established by the U.S. Environmental Protection Agency (EPA), the Florida Department of Environmental Protection (DEP), or any local governing jurisdiction. Contractor shall provide PSTA with a copy of all records of disposal.

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

5.08 *Status Meetings and Reports.* Contractor shall organize and hold preconstruction, pre-installation, and progress meetings in accordance with the scope of work set forth in the RFP to discuss the status of the Project and any issues related to the Project as set forth in the RFP. Contractor shall provide all reports and submittals associated with the Project as set forth in the Contract Documents.

5.09 *Reviews.* Throughout the Contract Time, Contractor shall allow representatives of PSTA to visit the offices and other places of Contractor's work periodically without prior notice to monitor and inspect Contractor's work or progress on the Project. The Parties agree that if either party deems it advisable to hold either a conference or any inspection of work in progress, all parties will be notified and may participate.

5.10 *Contractor Responsibility.* The Project and all work associated therewith shall be high-quality in all respects. No advantage will be taken by Contractor in the omission of any part or detail of the Project. Contractor hereby assumes responsibility for all materials, equipment, and processes used in the Project, whether the same is manufactured by Contractor or purchased readymade from an outside source.

5.11 *Compliance with Laws.* Contractor shall be solely responsible for compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the Project and Contractor's services under the Contract Documents including, but not limited to all rules and regulations related to safety and compliance therewith. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents shall not relieve Contractor of its obligations to comply with all laws fully and completely. If the Contractor performs work knowing it to be contrary to any laws, statutes, ordinances, building codes, and rules and regulations, the Contractor shall assume full responsibility for such work and shall bear the attributable costs. Upon request, Contractor shall furnish to PSTA certificates of compliance with all such laws, orders and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses required for performance and completion of the Project.

5.12 *Prior Inspection.* By executing this Agreement, Contractor hereby represents that it has visited the site for the Project, become familiar with local conditions under which the work is to be performed and correlated observations with requirements of this Agreement. Before commencing construction, Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to Contractor with this Agreement; and (3) report any errors, inconsistencies, or omissions discovered to PSTA prior to commencing any design, construction, or installation of the Project.

5.13 *Payment and Performance Bonds.* Contractor shall provide a performance bond, letter of credit, or certificate of deposit payable to PSTA ("Security") in the full amount of the Contract Sum to secure Contractor's performance of its obligations under this Agreement. The Security shall be submitted to PSTA prior to beginning work on the Project and shall be maintained at all times during the Contract Term. The Security shall be conditioned upon full performance of all obligations imposed upon Contractor under the Contract Documents. The Security must be executed by a company licensed to do business in the State of Florida and must be in a form acceptable to and approved by PSTA's General Counsel. The Security shall provide that in the event PSTA terminates this Agreement for breach, PSTA may have recourse against the



Security for all damages that PSTA would be entitled to from Contractor under this Agreement. In the event the Parties agree on a modification to increase the Contract Sum, PSTA may require additional Security up to one hundred percent (100%) of the increase in the Contract Sum by directing Contractor to increase the amount of the existing Security or to obtain additional Security. If Contractor uses subcontractors for any part of the work on the Project, it shall provide for a payment bond in the amount equal to the total of all subcontracts.

6. **COMPENSATION.** In consideration of Contractor's faithful performance of the Contract Documents, PSTA agrees to pay Contractor the Contract Sum pursuant to the prices set forth in **Exhibit C**. Except as provided by prior written change order approved in accordance with this Agreement, Contractor shall not receive more than the Contract Sum for all work completed under the Contract Documents.

6.01 *Payment Terms – Invoices.* All invoices shall be submitted in accordance with the Florida Prompt Payment Act with all details prescribed by PSTA, including but not limited to the PSTA Purchase Order Number, and delivered to the following address:

Pinellas Suncoast Transit Authority
Attention: Finance Department/Accounts Payable
Purchase Order or Contract #: _____
3201 Scherer Drive
St. Petersburg, Florida 33716
Or via E-Mail : Accountspayable@psta.net

6.02 *Release and Affidavits.* Each application for payment shall be accompanied by a release and affidavit in a form approved by PSTA showing that all materials, labor, equipment and other bills associated with that portion of the Project have been paid in full. Further, Contractor shall attach a written DBE and Davis Bacon wage status report. PSTA shall not be required to make any payment until all such information requested by PSTA has been provided.

6.03 *Application for Payment – PSTA Review.* Contractor acknowledges and agrees that PSTA shall review each application for payment and each application is subject to PSTA's review and approval. PSTA shall have the right to refuse to approve payments for any amounts, or portions thereof, if attributable to: (a) defective or deficient work on the Project not properly remedied in accordance with the terms of the Contract Documents; (b) the filing or reasonable evidence indicating the probably filing of third party claims against PSTA attributable to the fault or neglect of Contractor; (c) Contractor's failure to make timely and proper payments to all subcontractors and suppliers; (d) reasonable evidence that the remaining work on the Project cannot be completed within the Contract Sum; (e) reasonable evidence that the remaining work on the Project cannot be completed within the Contract Time; (f) Contractor's failure to perform the work on the Project in a satisfactory manner to PSTA and in accordance with the requirements of the Contract Documents; (g) Contractor's failure to submit documentation required by the Contract Documents, or requested by PSTA; or (g) any other breach of the requirements of the Contract Documents by Contractor.

6.04 *Payment Due Date.* Payment due date is calculated from the date PSTA has approved an application for payment pursuant to the Florida Prompt Payment Act.

6.05 *Disputed Applications for Payment.* In the event of a disputed application for payment, only that portion so contested may be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein.



6.06 *Final Payment.* The final payment shall be considered amounts withheld as "retainage" from the amount approved in each application for payment. PSTA shall make final payment to Contractor within twenty-five (25) calendar days after the Project is fully and finally accepted by PSTA in accordance with the Contract Documents and Section 218.735, Florida Statutes, provided that, as an explicit condition precedent to final payment, Contractor shall have furnished PSTA with all Close-out Documentation set forth in the RFP, together with a properly executed and notarized final release, in the form approved by PSTA, a duly executed copy of surety's consent to final payment, and all other documentation that may be required by the Contract Documents or requested by PSTA.

6.07 *Effect of Final Payment.* Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against PSTA arising out of this Agreement or otherwise relating to the Project, except those identified in writing by Contractor as unsettled in the final application for payment. Neither the acceptance of the Project nor payment by PSTA shall be deemed to be a waiver of PSTA's right to enforce the warranties provided by Contractor in this Agreement, any obligations of Contractor under this Agreement, or to the recovery of damages for defective work.

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

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

7. **MODIFICATION OF CONTRACT DOCUMENTS.** The Contract Documents, including but not limited to the Contract Time, Contract Sum, scope, specification, and details of the Project, may only be modified by written agreement of the Parties.

7.01 *Written Change Orders on the Project.* Notwithstanding anything contained in the Contract Documents to the contrary, PSTA may, by written change order, make changes within the scope of the work to be performed by Contractor under the Contract Documents. However, no such written order shall serve to increase the Contract Sum or Contract Time, or give Contractor any claim for monies in addition to the Contract Sum. If any such change causes an increase or decrease in the estimated cost of, or the time required for, the performance of any part of the work under the Contract Documents, whether or not changed by the order, Contractor shall notify PSTA within seven (7) days in writing. The written notice shall state in all capital, bold letters that the change order would result in an increase in the Contract Sum and/or Contract Time and shall include a statement outlining the reasons for the change, a complete description of the change, and detailed description of products to be purchased and any back-up detail and documentation supporting the request. Such notice must be submitted and approved by PSTA's Board of Directors at a duly noticed public meeting prior to performing any work contemplated by a change



order that would increase the Contract Sum and/or the Contract Time. If Contractor proceeds with additional work prior to such approval or without providing the notice required herein strictly in accordance with the terms of this subsection, Contractor shall not receive any additional compensation for such work. Failure to agree to any adjustment shall be a dispute within the meaning of Section 12.

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

7.03 No Increase in Costs. No services for which an additional cost or fee will be charged by Contractor shall be furnished without the prior express written authorization of PSTA. Any increase in costs which would serve to increase the Contract Sum must be approved by PSTA's Board of Directors before such costs are incurred.

7.04 Representative. PSTA's Project Manager, Director of Finance, or Chief Executive Officer are the only PSTA representatives authorized to make changes to this Agreement, and only if such change does not serve to increase the Contract Sum, the Contract Time, or change the scope of services. Any instructions, written or oral, given to Contractor by someone other than the PSTA designated representatives that represent a change in the Project or any of its terms, will not be considered as an authorized change. Any action on the part of Contractor taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

8. WARRANTIES AND COVENANTS.

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

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

8.03 Warranty. Contractor hereby represents and warrants that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted by this Agreement; (2) labor, installation, materials, equipment, and related components will be free from defects for a period of one (1) year(s) from the date of Substantial Completion of the Project (as defined below); and (3) all work on the Project will conform to all requirements of the Contract Documents. Upon completion of the Project, Contractor shall assign any and all subcontractor's, manufacturer's, and/or materialman's warranties to PSTA.

8.03.01 Substantial Completion. "Substantial Completion" shall mean that point in time when PSTA's Project Manager determines that all of the work on the Project has been completed in accordance



with the plans and specifications, and a certificate of occupancy or equivalent authorization to begin using the Project is issued, whichever is later.

8.04 *Correction of Work.* Throughout the Contract Term, Contractor shall promptly correct any and all work rejected by PSTA as failing to conform to the requirements of the Contract Documents. If Contractor fails to correct work which is not in accordance with the Contract Documents, PSTA may direct Contractor in writing to stop the work until the correction is made. Contractor shall bear the cost of correcting such rejected work, including the costs of uncovering, replacement and additional testing. In addition to Contractor's other obligations including warranties under the Contract Documents and for the entire period of such warranty, Contractor shall correct work not conforming to the requirements of the Contract Documents.

8.05. *Survival.* The terms of this section 8 shall survive the Contract Term, or termination of this agreement however terminated.

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

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

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

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

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

9.05 *Provision for other Governmental Entities.* Unless otherwise stated in Contractor's Response, Contractor agrees to make the prices in Contractor's Response available to any other governmental entity, should any such governmental entity desire to purchase under the terms and conditions of the Contract Documents. For purposes of this section, "governmental entity" shall mean all State of Florida agencies, the legislative and judicial branches, political subdivisions, counties, school boards, community colleges, municipalities, transit authorities, special districts, or other public agencies or authorities.

10 DELAY IN PERFORMANCE/FORCE MAJEURE.



10.01 *Time of the Essence.* The timely receipt of the Project and all submittals and deliverables to PSTA is essential. If the Project and all deliverables associated therewith are not received on time as set forth in the Progress Schedule and within the Contract Time, PSTA may cancel the unfilled portion of this Agreement for cause, purchase substitute requirements elsewhere, and recover from Contractor any increased costs and damages thereby incurred by PSTA. Notwithstanding the foregoing, PSTA may, in its sole discretion, suspend the work or any portion thereof by written notice to Contractor. If such suspension would cause a delay in performance, Contractor shall provide notice to PSTA in accordance with Section 10.05 below.

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

10.03 *Unavoidable Delay.* If delivery of the Project, and all deliverables thereunder, is unavoidably delayed, PSTA may upon written notification of the delay from Contractor in accordance with 10.05 below, in its sole discretion, extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Contractor's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Contractor, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Contractor to miss delivery dates and could not adequately have been guarded against. No extension from PSTA shall extend the Contract Time, unless set forth in writing and approved by PSTA's Board of Directors.

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

10.05 *Notification of Delay.* Contractor shall provide written notice to PSTA within five (5) working days if Contractor has, or should have, knowledge that an event has occurred which will delay completion of the Project. Such notice shall include as much detail as is available, including any request for extension of time. If the delay would cause an increase to the Contract Sum or Contract Time, the written notice shall state in all capital, bold letters that Contractor is requesting an increase in the Contract Sum and/or Contract Time. Such notice must be submitted and approved by PSTA's Board of Directors prior to performing any work. Any change in the Contract Sum or Contract Time must be approved by PSTA's Board of Directors and Contractor shall not be entitled to any compensation for such work unless and until approved by PSTA's Board of Directors. Contractor shall supply, as soon as such data is available, any reasonable proofs that are required by PSTA to make a decision on any request for extension. PSTA will examine the request and any documents supplied by Contractor and will determine if Contractor is entitled to an extension and the duration of such extension. PSTA will notify Contractor of its decision in writing. It is expressly understood and agreed that Contractor will not be entitled to any extension unless it follows the provisions of this Section and the granting of such extension is in the sole discretion of PSTA. It is further expressly understood that Contractor shall not be entitled to any damages or compensation, and will not be reimbursed for any losses, on account of delays resulting from any cause.

10.06 *Liquidated Damages.* The Parties acknowledge and agree that, since time is of the essence for this Agreement, PSTA will suffer damages if the Project, and all work associated with the Project, is not



completed within the time specified by the Progress Schedule and final completion and acceptance within the Contract Time. In such event, the total amount of PSTA's damages will be difficult, if not impossible, to ascertain and quantify. It is therefore hereby agreed that it is appropriate and fair that PSTA receive liquidated damages from Contractor if Contractor fails to timely complete the Project within the Contract Time and all deliverables associated with the Project within the time set forth on the Progress Schedule. PSTA shall be entitled to assess One Hundred U.S. DOLLARS and NO/100 (\$100.00) per each calendar day until the Project is fully and finally completed and/or deliverable is received by PSTA up to a maximum of Three Thousand U.S. DOLLARS and NO/100 (\$3,000.00). Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the liquidated damages set forth herein as a penalty, which the parties agree represents a fair and reasonable estimate of PSTA's damages as of the Effective Date.

11. TERMINATION OF AGREEMENT. This Agreement may be terminated with or without cause in accordance with the provisions below. Upon termination of this Agreement, however terminated, all finished or unfinished documents, data, plans, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Contractor in connection with this Agreement shall become the property of PSTA, whether the Project is completed or not, and shall be delivered to PSTA within fifteen (15) days of the receipt of termination, however terminated. PSTA may withhold any payments due to Contractor until Contractor complies with the provisions of this Section 11.

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

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

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

11.04 Force Majeure. If it is later determined by PSTA that Contractor's failure to perform was a result of a Force Majeure, PSTA may allow Contractor to continue performance under a new time for performance or treat the termination as if terminated without cause under Section 11.01 of this Agreement.



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

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

11.07 Waiver of Incidental Damages. Notwithstanding anything contained herein, in no event shall Contractor be entitled to receive termination expenses, unabsorbed overhead, lost profit, or any other consequential, special, or incidental damages, all of which are hereby expressly waived by Contractor.

11.08 Right to Carry Out Work. If Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails within a three (3) day period after receipt of written notice from PSTA to commence and continue correction of such default or neglect with diligence and promptness, PSTA may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due Contractor.

12. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.

12.01 Notice of Claim. In the event that Contractor has any controversy, claim or dispute arising out of or related to this Agreement, whether such claim or dispute involves a claim by Contractor for additional time, compensation for a change order, any increase in the Contract Sum or extension of the Contract Time, or otherwise, Contractor shall present a written Notice of Claim to PSTA within five (5) days of Contractor's knowledge, whether actual or whether Contractor should have known, of the controversy, claim, dispute or the facts out of which the controversy, claim or dispute arises. This written Notice of Claim must specifically indicate, in bold type, on the face of the notice, that it is a Notice of Claim, and whether part of the dispute is over Contractor seeking additional time, compensation or both. Additionally, Contractor must set forth in the Notice of Claim the nature of the controversy, claim or dispute, including all necessary facts. Contractor shall provide to PSTA any documentation supporting Contractor's claim or position within twenty (20) days of providing the Notice of Claim. Contractor shall be deemed to have waived any claim which Contractor fails to present to PSTA within the time frames stated herein or in the manner provided in this subsection. Any change in the Contract Total or Contract Time, and any claim for additional compensation must be approved by PSTA's Board of Directors. Contractor shall not be entitled to any additional compensation, an increase in the Contract Total or an increase in the Contract Time unless and until approved by PSTA's Board of Directors. If Contractor proceeds with any work without said approval or without complying strictly with the procedures set forth in this subsection, it does so at its own risk.

12.02 Continuation of Work. Unless otherwise directed by PSTA, Contractor shall continue performing while matters in dispute are being resolved, unless the continuation of performing will cause additional claims for additional compensation on the same grounds set forth in the claim provided to PSTA.

12.03 Remedies Cumulative. No action or failure to act by PSTA shall constitute a waiver of right or duty afforded it under the Contract Documents, nor shall such action or failure to act constitute an approval of or acquiescence to any breach of this Agreement by the Contractor, unless specifically agreed to in writing.

12.04 Disputes. Disputes raised by Contractor, which are not resolved amicably by the parties, shall be decided in writing by PSTA's Project Manager. If Contractor disagrees with the decision of PSTA's Project



Manager, within ten (10) days from the date of PSTA's Project Manager's decision, Contractor shall furnish a written appeal to PSTA's Chief Executive Officer. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of PSTA's Chief Executive Officer shall be binding upon Contractor and Contractor shall abide by the decision.

12.05 Claims for Damages. Should Contractor suffer injury or damage to person or property because of any act or omission of PSTA or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to PSTA within ten (10) days after the first observance of such injury or damage, in a form substantially as set forth in subsection 12.01 or shall be forever barred.

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

13. INDEMNIFICATION

13.01 Indemnification. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless PSTA, its elected officials, officers and employees, from any and all liabilities, any and all claims, including claims for equitable or injunctive relief, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor, its employees, agents, officers, subcontractors and other persons employed or utilized by Contractor in the performance of this agreement. It is the specific intent of the parties hereto that the foregoing indemnification provision comply with section 725.08, Florida Statutes. It is further the specific intent and agreement of the parties that all the contract documents of any project for which Contractor provided services be hereby amended to include the foregoing indemnification. Contractor expressly agrees that it will not claim, and waives any claim, that this article violates section 725.08 Florida Statutes, or is unenforceable pursuant to section 725.08, Florida Statutes. This indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section, including but not limited to any immunity from or limitation of liability to which PSTA is entitled to pursuant to the doctrine of sovereign immunity or section 768.28, Florida Statutes. This indemnification provision shall include claims made by an employee of Contractor against PSTA and Contractor waives any entitlement to immunity under section 440.11, Florida Statutes. This indemnification provision shall survive the termination of this agreement however terminated.

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



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

12. **INSURANCE.** Before beginning any work under this Agreement, including pre-staging and personnel, Contractor shall obtain insurance as specified in the RFP at Contractor's sole expense and shall provide PSTA with proof of insurance as specified therein. Contractor shall maintain such insurance throughout the entire Contract Term.
13. **FEDERAL PROVISIONS.** As required by the Federal Transit Administration (FTA), the terms attached as **Exhibit A** to this Agreement are hereby incorporated by reference as if set forth fully herein and apply to all work performed or products delivered under this Agreement, which is funded by a grant from the United States of America.

14. **MISCELLANEOUS PROVISIONS**

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

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

14.03 **Public Records Requirements.** Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of the PSTA, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the PSTA to perform the work contemplated by this Agreement; (b) upon request from the PSTA's custodian of public records, provide the PSTA with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Contractor does not transfer the records to the PSTA in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the PSTA, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to the PSTA, Contractor shall transfer, at no cost, to the PSTA, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by the PSTA, Contractor shall keep and maintain the Public Records required by the PSTA to perform the work contemplated by this Agreement. If Contractor transfers all Public Records to the PSTA pursuant to (d)(i) above, Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure



requirements within thirty (30) days of transferring the Public Records to the PSTA and provide the PSTA with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the PSTA, upon request from the PSTA's custodian of public records, in a format that is compatible with the information technology of the PSTA. If Contractor does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the PSTA may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of the PSTA.

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

Telephone number: _____ **E-mail address:** _____
Mailing address: _____

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

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

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

To Contractor:

With required copy to:
Alan S. Zimmet, B.C.S., General Counsel
Bryant Miller Olive P.A.
One Tampa City Center, Suite 2700
Tampa, FL 33602

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

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

14.07 *No Third Party Beneficiaries.* This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, nor shall it be construed as enforceable by any third parties.



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

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

14.10 Mutual Drafting. This Agreement is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party.

14.11 Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

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

CONTRACTOR:

By: _____
Duly Authorized Designee

PSTA:

By: _____
Brad Miller, CEO

WITNESS:

Approved as to form:

By: _____
Alan S. Zimmet, B.C.S., General Counsel

By: _____ FOR _____

Exhibit A FTA Terms and Conditions

Exhibit A FTA Terms and Conditions

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THIRD PARTY CONTRACT PROVISIONS MATRIX OF APPLICABILITY

PROVISION	COMMENTS	REFERENCE
All FTA Assisted Third Party Contracts and Subcontracts		
No Federal Government Obligations to Third Parties (Use of Disclaimer)		§ 2.f
False or Fraudulent Statements or Claims – Civil and Criminal Fraud		§ 3.f
Access to Third Party Contract Records		§ 15.t
Changes to Federal Requirements		§ 2.c(1)
Civil Rights (Title VI, ADA, EEO (except special DOL construction clause))		§ 12
Disadvantaged Business Enterprises (DBEs)		§ 12.d
Safe Operation of Motor Vehicles		23 U.S. C. Part 402
Incorporation of FTA Terms	Per FTA C 4220.1F.	§ 15.a
Awards Exceeding \$10,000		
Terminations	If 49 CFR Part 18 applies.	§ 11 and § 15.a, which incorporate 49 CFR Part 18
Awards Exceeding \$25,000		
Debarment and Suspension		§ 3.b
Awards Exceeding the Simplified Acquisition Threshold (\$150,000)		
Buy America	When tangible property or construction will be acquired.	§ 14.a
Resolution of Disputes, Breaches, or Other Litigation		§ 56
Clean Air and Water		25.b, 25.c
Awards Exceeding \$100,000 by Statute		
Lobbying		§ 3.d
Transport of Property or Persons		
Cargo Preference	When acquiring property suitable for shipment by ocean vessel.	§ 14.b
Fly America	When property or persons are transported by air between U.S. and foreign destinations, or between foreign locations.	§ 14.c
Construction Activities		
Construction Employee Protections – Davis-Bacon Act	For contracts exceeding \$2,000.	§ 24.a(1)
Construction Employee Protections – Contract Work Hours & Safety Standards Act	For contracts exceeding \$100,000. OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 \$150,000 simplified	§ 24.a(2)

	acquisition threshold standard.	
Construction. Employee Protections – Sec. 1 Copeland Anti-Kickback Act – Sec. 2 Copeland Anti-Kickback Act	All contracts All construction contracts exceeding \$2,000.	§ 24.a(3)
Bonding for Construction Activities Exceeding \$100,000	5% bid guarantee bond. 100% performance bond. Payment bond equal to: – 50% for contracts < \$1M. – 40% for contracts >\$1M – < \$5M. – \$2.5M for contracts > \$5M.	§ 15.o(1)
Seismic Safety	Construction contracts for new buildings or for existing buildings.	§ 23.e
Non-Construction Activities		
Non-construction Employee Protection – Contract Work Hours & Safety Standards Act	For all turnkey, rolling stock, and operational contracts (except transportation services contracts and open market contracts) exceeding \$100,000.	§ 24.b
Transit Operations		
Transit Employee Protective Arrangements		§ 24.d
Charter Bus Operations		§ 28
School Bus Operations		§ 29
Drug Use and Testing	Safety sensitive functions.	§ 32.b
Alcohol Misuse and Testing	Safety sensitive functions.	§ 32.b
Planning, Research, Development, and Demonstration Projects		
Patent Rights		§ 17
Rights in Data and Copyrights		§ 18
Miscellaneous Special Requirements		
Energy Conservation		§ 26
Recycled Products	Contracts when procuring \$10,000 or more per year of items designated by EPA.	§ 15.k
Conformance with National ITS Architecture	Contracts and solicitations for ITS projects.	§ 15.m
ADA Access	Contracts for rolling stock or facilities construction / renovation.	§ 12.g
Assignability Clause	Procurements through assignments.	§ 15.a, which incorporates 49 CFR Part 18 and 49CFR Part 19
Bus Testing	Contracts for Rolling Stock	49 CFR Part 665
Pre-Award and Post Delivery Audit	Contracts for Rolling Stock	49 CFR Part 663

A.1 ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g)
2 C.F.R. § 200.333
49 C.F.R. part 633

Applicability to Contracts

The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

Flow Down

The record keeping and access requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Access to Records and Reports

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

A.2 BONDING REQUIREMENTS

2 C.F.R. § 200.325
31 C.F.R. part 223

Applicability to Contracts

Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold.

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

- b. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for a tiered amount of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier that exceed the simplified acquisition threshold.

Bond Requirements

Bid Guarantee

Bidders shall furnish a bid guaranty in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the PSTA.

In submitting this bid, it is understood and agreed by bidder that PSTA reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of 120 days subsequent to the opening of bids, without the written consent of PSTA.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within 120 days after the bid opening without the written consent of PSTA, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent PSTA's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense PSTA for the damages occasioned by default, then the undersigned bidder agrees to indemnify PSTA and pay over to PSTA the difference between the bid guarantee and PSTA's total damages so as to make PSTA whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee

A Performance Guarantee in the amount of 100% of the Contract value is required by the PSTA to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Agreement. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to PSTA within ten (10) business days from Contract execution. PSTA requires all Performance Bonds to be provided by a fully qualified surety company acceptable to PSTA and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. PSTA may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. PSTA may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by PSTA if:

1. A bank in good standing issues it. PSTA will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. PSTA is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between PSTA and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds

A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to PSTA as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to PSTA and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

FTA has determined that payment bonds in the following amounts are adequate to protect FTA's interest and will accept a local bonding policy that meets the following minimums:

- Less Than \$1 Million. Fifty percent (50%) of the contract price if the contract price is not more than \$1 million;
- More Than \$1 Million but Less Than \$5 Million. Forty percent (40%) of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- More Than \$5 Million. Two and one half million dollars (\$2,500,000) if the contract price is more than \$5 million.

Sample Bond Certifications

Performance Guarantee Certification

The undersigned hereby certifies that the Bidder shall provide a Performance Guarantee in accordance with the Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond
_____ Irrevocable Stand-By-Letter of Credit

BIDDER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that _____

(Insert full name and address and legal title of Contractor) as Principal, hereinafter called Contractor, and

(Insert full name and address or legal title of Surety) as Surety, hereinafter called Surety, are held and firmly bound unto PSTA as Obligee, hereinafter called Authority, in the amount of Dollars (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated, _____ 20____, entered into a contract with PSTA for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by PSTA.

Whenever Contractor shall be, and is declared by PSTA to be in default under the Contract, PSTA having performed PSTA's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if PSTA elects, upon determination by PSTA and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by PSTA to Contractor under the Contract and any amendments thereto, less the amount properly paid by PSTA to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than PSTA or the heirs, executors, administrators or successors of PST.

Signed and sealed this day of _____ 20____.

WITNESS _____ PRINCIPAL _____

_____ (SEAL)

_____ (Title)

WITNESS _____ SURETY _____

_____ (SEAL)

_____ (Title)

Attach hereto proof of authority of officers or agents to sign bond.

Irrevocable Stand-By Letter Of Credit Certificate

The undersigned states that he/she is _____ of the
(Title)

_____ (The "Beneficiary") and hereby
(Name of Beneficiary)

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
(Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the
Bank (the "Letter of Credit"), that:

- 1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
- 2. The Beneficiary is making a drawing under the Letter of Credit.
- 3. An Event of Default has occurred under Contract No. .
- 4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this day of _____, 20____.

(NAME OF BENEFICIARY)

By: _____

Title: _____

Bank Draft

FOR VALUE RECEIVED

Pay on presentment to _____ the sum of _____
(Name of Beneficiary) Dollars (\$)

Charge the Account of _____ Irrevocably Standby Letter of
(Name of Issuing Bank)

Credit No. _____ Dated: _____ 20__ .

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By: _____

Title: _____

FTA Terms and Conditions

A.3 BUS TESTING

49 U.S.C. § 5318(e)
49 C.F.R. part 665

Applicability to Contracts

The Bus Testing requirements pertain only to the purchase or lease of any new bus model, or any bus model with a major change in configuration or components to be acquired or leased with funds obligated by FTA. Recipients are responsible for determining whether a vehicle to be acquired requires full or partial testing or has already satisfied the bus testing requirements by achieving a passing test score in accordance with 49 C.F.R. part 665. Recipients must certify compliance with FTA's bus testing requirements in all grant applications for FTA funding for bus procurements.

Flow Down

There is no flow down requirement for Bus Testing.

Bus Testing

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

A.4 BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)
49 C.F.R. part 661

Applicability to Contracts

FTA's Buy America law and regulations apply to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project. FTA cautions that its Buy America regulations are complex. Additional detailed information on FTA's Buy America regulation at FTA's website.

Flow Down

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The [bidder or offeror] must submit to PSTA the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

FTA Terms and Conditions

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

In accordance with 49 C.F.R. § 661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment) use the following certifications:

Certificate of Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

A.5 CARGO PREFERENCE REQUIREMENTS

46 U.S.C. § 55305
46 C.F.R. part 381

Applicability to Contracts

The Cargo Preference Act of 1954 requirements applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.

Flow Down

The Cargo Preference requirements apply to all contracts involved with the transport of equipment, material, or commodities by ocean vessel.

Cargo Preference - Use of United States-Flag Vessels

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

A.6 CHARTER SERVICE

49 U.S.C. 5323(d) and (r)
49 C.F.R. part 604

Applicability to Contracts

The Charter Bus requirements apply to contracts for operating public transportation service.

Flow Down

The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Charter Service

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

A.7 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q
33 U.S.C. §§ 1251-1387
2 C.F.R. part 200, Appendix II (G)

Applicability to Contracts

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000. Each contract and subcontract must contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Flow Down

The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

A.8 CIVIL RIGHTS LAWS AND REGULATIONS

Applicability to Contracts

The following Federal Civil Rights laws and regulations apply to all contracts.

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:
 - a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
 - b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Civil Rights and Equal Opportunity

PSTA is an Equal Opportunity Employer. As such, PSTA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, PSTA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and

Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, 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.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

A.9 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

Background and Applicability

The Disadvantaged Business Enterprise (DBE) program applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year. All FTA recipients above this threshold must submit a DBE program and overall triennial goal for DBE participation. The overall goal reflects the anticipated amount of DBE participation on DOT-assisted contracts. As part of its DBE program, FTA recipients must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid.

Flow Down

The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.

Clause Language

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. 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 PSTA deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Overview

It is the policy of PSTA and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the PSTA to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE’s;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. PSTA shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, PSTA may consider during its review of the Bidder/Offeror’s submission package, the Bidder/Offeror’s documented history of non-compliance with DBE requirements on previous contracts with PSTA.

Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. 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 PSTA deems appropriate.

DBE Participation

For the purpose of this Contract, PSTA will accept only DBE’s who are:

1. Certified, at the time of bid opening or proposal evaluation, by the Florida Department of Transportation or the Unified Certification Program (UCP); or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by PSTA.

DBE Participation Goal

The DBE participation goal for this Contract is set at _____ %. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than _____ % of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed DBE Utilization Form (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by PSTA.
3. An original DBE Letter of Intent (see below) from each DBE listed in the DBE Participation Schedule.
4. An original DBE Affidavit (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), PSTA will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that PSTA will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with PSTA's DBE Liaison (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, PSTA generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, PSTA may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, PSTA may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by PSTA that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to PSTA's DBE Liaison. The DBE Liaison will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. PSTA will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without PSTA's prior written consent. PSTA may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify PSTA in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

PSTA shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to PSTA that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Liaison with copies provided to the Director of Procurement. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- PSTA to have access to necessary records to examine information as PSTA deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of PSTA, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in this solicitation.

Sanctions for Violations

If at any time PSTA has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, PSTA may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of _____% DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of %) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE’s participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description of Work to Be Performed	Race and Gender of Firm

A.10 EMPLOYEE PROTECTIONS

- 49 U.S.C. § 5333(a)
- 40 U.S.C. §§ 3141 – 3148
- 29 C.F.R. part 5
- 18 U.S.C. § 874
- 29 C.F.R. part 3
- 40 U.S.C. §§3701-3708
- 29 C.F.R. part 1926

Applicability to Contracts

Certain employee protections apply to all FTA funded contracts with particular emphasis on construction related projects. The recipient will ensure that each third party contractor complies with all federal laws, regulations, and requirements, including:

1. Prevailing Wage Requirements
 - a. Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA’s “Davis-Bacon Related Act”);
 - b. The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and
 - c. U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

2. “Anti-Kickback” Prohibitions

- a. Section 1 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874;
- b. Section 2 of the Copeland “Anti-Kickback” Act, as amended, 40 U.S.C. § 3145; and
- c. U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States,” 29 C.F.R. part 3.

3. Contract Work Hours and Safety Standards

- a. Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and
- b. U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. part 1926.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. The Davis-Bacon Act and the Copeland “Anti-Kickback” Act apply to all prime construction, alteration or repair contracts in excess of \$2,000. The Contract Work Hours and Safety Standards Act apply to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

Prevailing Wage and Anti-Kickback

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the 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 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 hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

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 agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

A.11 ENERGY CONSERVATION

42 U.S.C. 6321 et seq.
49 C.F.R. part 622, subpart C

Applicability to Contracts

The Energy Policy and Conservation requirements are applicable to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

A.12 FLY AMERICA

49 U.S.C. § 40118
41 C.F.R. part 301-10
48 C.F.R. part 47.4

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act.

Flow Down Requirements

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Fly America Requirements

- a. Definitions. As used in this clause--

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- b. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

- d. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

_____ (End of statement)

- e. The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

A.13 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180
2 C.F.R. part 1200
2 C.F.R. § 200.213
2 C.F.R. part 200 Appendix II (I)
Executive Order 12549
Executive Order 12689

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors

are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by PSTA. If it is later determined by the PSTA that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the PSTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A.14 LOBBYING RESTRICTIONS

31 U.S.C. § 1352
2 C.F.R. § 200.450
2 C.F.R. part 200 appendix II (J)
49 C.F.R. part 20

Applicability to Contracts

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. 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 agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Flow Down

The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

Lobbying Restrictions

The undersigned certifies, to the best of his or her knowledge and 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

A.15 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

The No Obligation clause applies to all third party contracts that are federally funded.

Flow Down

The No Obligation clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

No Federal Government Obligation to Third Parties.

PSTA and 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 Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

A.16 PATENT RIGHTS AND RIGHTS IN DATA

2 C.F.R. part 200, Appendix II (F)

37 C.F.R. part 401

Applicability to Contracts

If the recipient or subrecipient wishes to enter into a contract (or subcontract) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work under the FTA award, the recipient or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Except in the case of an "other agreement" in which the Federal Government has agreed to take more limited rights, the Federal Government is entitled to a non-exclusive, royalty free license to use the resulting invention, or patent the invention for Federal Government purposes. The FTA has the right to:

1. Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

Flow Down

The Patent Rights and Rights in Data requirements flow down to all third party contractors and their contracts at every tier that meet the definition of a research-type project under 37 U.S.C. § 401.2.

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant PSTA intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

- b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

A.17 PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

49 U.S.C. 5323(m)
49 C.F.R. part 663

Applicability to Contracts

Recipients purchasing revenue service rolling stock with FTA funds must comply with the pre-award and post-delivery audit requirements set forth in 49 U.S.C. 5323(m) and supplemented by 49 C.F.R. part 663. For more information about pre-award and post-delivery audit requirements, go to FTA's Buy America website.

Flow Down

There is no flow down requirement for Pre-Award and Post-Delivery Audits of Rolling Stock.

Pre-Award and Post-Delivery Audit Requirements

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to

participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

A.18 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1)
31 U.S.C. §§ 3801-3812
18 U.S.C. § 1001
49 C.F.R. part 31

Applicability to Contracts

The Program Fraud clause applies to all third party contracts that are federally funded.

Flow Down

The Program Fraud clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts

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.

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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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.

A.19 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

49 U.S.C. § 5333(b) ("13(c)")
29 C.F.R. part 215

Applicability to Contracts

The Public Transportation Employee Protective Arrangements apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

Flow Down

The employee protective arrangements clause flows down to all third party contractors and their contracts at every tier.

Public Transportation Employee Protective Arrangements

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. **U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. **Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

A.20 RECYCLED PRODUCTS

42 U.S.C. § 6962
40 C.F.R. part 247
2 C.F.R. part § 200.322

Applicability to Contracts

The Resource Conservation and Recovery Act, as amended, (42 U.S.C. § 6962 et seq.), requires States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

Recovered Materials

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

FTA Terms and Conditions

A.21 SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402
Executive Order No. 13043
Executive Order No. 13513
U.S. DOT Order No. 3902.10

Applicability to Contracts

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third party agreements supported with Federal assistance.

Flow Down

The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier.

Safe Operation of Motor Vehicles

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or PSTA.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

A.22 SCHOOL BUS OPERATIONS

49 U.S.C. 5323(f)
49 C.F.R. part 605

Applicability to Contracts

The School Bus requirements apply to contracts for operating public transportation service.

Flow Down

The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

School Bus Operations

The Contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

A.23 SEISMIC SAFETY

42 U.S.C. 7701 et seq.
49 C.F.R. part 41
Executive Order (E.O.) 12699

Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Flow Down

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Seismic Safety

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

A.24 SUBSTANCE ABUSE REQUIREMENTS

49 U.S.C. § 5331
49 C.F.R. part 655
49 C.F.R. part 40

Applicability to Contracts

Third party contractors who perform safety-sensitive functions must comply with FTA's substance abuse management program under 49 C.F.R. part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 C.F.R. § 655.4, Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

1. Operating a revenue service vehicle, including when not in revenue service;
2. Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
3. Controlling dispatch or movement of a revenue service vehicle;
4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
5. Carrying a firearm for security purposes.

Additionally, third party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

Flow Down

The Substance Abuse requirements flow down to all third party contractors at every tier who perform a safety-sensitive function for the recipient or subrecipient.

SUBSTANCE ABUSE TESTING

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Florida, or PSTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before January 15th and to submit the Management Information System (MIS) reports before February 15th to PSTA. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to submit for review and approval before contract execution a copy of its Policy Statement developed to implement its drug and alcohol testing program.

A.25 TERMINATION

2 C.F.R. § 200.339
2 C.F.R. part 200, Appendix II (B)

Applicability to Contracts

All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

Flow Down

For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Termination for Convenience (General Provision)

PSTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in PSTA's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to PSTA to be paid the Contractor. If the Contractor has any property in its possession belonging to PSTA, the Contractor will account for the same, and dispose of it in the manner PSTA directs.

Termination for Default [Breach or Cause] (General Provision)

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, PSTA 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 be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by PSTA 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, PSTA, 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.

Opportunity to Cure (General Provision)

PSTA, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (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.

If Contractor fails to remedy to PSTA'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 PSTA setting forth the nature of said breach or default, PSTA 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 PSTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that PSTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by PSTA shall not limit PSTA's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

PSTA, by written notice, may terminate this contract, in whole or in part, when it is in the PSTA's interest. If this contract is terminated, PSTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, PSTA may terminate this contract for default. PSTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the PSTA.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, PSTA may terminate this contract for default. PSTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of PSTA goods, the Contractor shall, upon direction of PSTA, protect and preserve the goods until surrendered to the PSTA or its agent. The Contractor and PSTA shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the PSTA.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, PSTA may terminate this contract for default. PSTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, PSTA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to PSTA resulting from the Contractor's refusal or failure to complete the work within specified

time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by PSTA in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of PSTA, acts of another contractor in the performance of a contract with PSTA, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within 10 days from the beginning of any delay, notifies PSTA in writing of the causes of delay. If, in the judgment of PSTA, the delay is excusable, the time for completing the work shall be extended. The judgment of PSTA shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of PSTA.

Termination for Convenience or Default (Architect and Engineering)

PSTA may terminate this contract in whole or in part, for PSTA's convenience or because of the failure of the Contractor to fulfill the contract obligations. PSTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to PSTA all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. PSTA has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of PSTA, PSTA shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, PSTA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by PSTA.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of PSTA.

Termination for Convenience or Default (Cost-Type Contracts)

PSTA may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of PSTA or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from PSTA, or property supplied to the Contractor by PSTA. If the termination is for default, PSTA may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to PSTA and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of PSTA, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, PSTA determines that the Contractor has an excusable reason for not performing, PSTA, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

A.26 VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326
2 C.F.R. part 200, Appendix II (A)

Applicability to Contracts

All contracts in excess of the Simplified Acquisition Threshold (currently set at \$150,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Flow Down

The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Rights and Remedies of PSTA

PSTA shall have the following rights in the event that PSTA deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by PSTA, the Contractor expressly agrees that no default, act or omission of PSTA shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless PSTA directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, PSTA will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before PSTA takes action contemplated herein, PSTA will provide the Contractor with sixty (60) days written notice that PSTA considers that such

a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of PSTA's Chief Executive Officer. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Chief Executive Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Executive Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute

Unless otherwise directed by PSTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between PSTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which PSTA is located.

Rights and Remedies

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

A.27 CHANGES TO FEDERAL REQUIREMENTS

Applicability to Contracts

Requirement applies to all contracts funded in whole or in part with FTA funds.

Flow Down

Requirement extends to all third party contractors and their contracts.

Changes to Federal Requirements

Contractor shall 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 municipal corporation and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

A.28 CONFORMANCE WITH ITS ARCHITECTURE

Applicability to Contracts

Requirement applies to all applicable new technology contracts that are federally funded.

Flow Down

Requirement extends to all third party contractors and their contracts.

ITS Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture in compliance with Sec. 5206(e) of TEA-21, 23 USC 502, and FHWA/FTA's "Transportation Equity Act for the 21st Century; Interim Guidance on Conformity with the National Intelligent Transportation Systems (ITS) Architecture and Standards" 63 Federal Register 70443 et seq. Dec. 21, 1998, and other subsequent Federal directives that may be issued.

A.29 ADA ACCESS

Applicability to Contracts

Requirement applies to all contracts for rolling stock or facilities construction / renovation.

Flow Down

Requirement extends to all third party contractors and their contracts.

ADA Access

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto



EXHIBIT "B" RFP and all Exhibits

The RFP and all Exhibits are incorporated by reference.



EXHIBIT "C"

Contractor's Response

The Contractor's proposal is incorporated by reference.