

INVITATION FOR BID (IFB)

**IFB# 17-056B
Passenger Benches**



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



SUBMIT BID TO:	Pinellas Suncoast Transit Authority c/o Eric L. Haubner Attn: IFB 17-056B 3201 Scherer Drive St. Petersburg, FL 33716	INVITATION FOR BID IFB #17-056B Passenger Benches
Contact Person: Eric L. Haubner, Purchasing Agent II, ehaubner@psta.net, 727-540-1862		

Planned Procurement Schedule:
Issue Date: June 19, 2017
Non-Mandatory Pre-Bid Meeting: N/A
Deadline for Questions: July 6, 2017 by 2:00 p.m. EST via email only
Response to Questions: July 7, 2017 (Tentative)
Bid Due: July 19, 2017 by 2:00 p.m. EST
Board Approval: N/A

PSTA's Mission: To safely connect people to places
Duration of Offer: All Bids shall remain in effect for a minimum of one hundred and twenty (120) days from the Bid opening date. Offers that allow less than one hundred and twenty (120) days for acceptance by PSTA will be considered non-responsive and will be rejected.
Non-Mandatory Pre-Bid Meeting: All interested Proposers are invited to attend the Pre-Bid meeting. The meeting will be held at PSTA's headquarters at 3201 Scherer Drive, St. Petersburg, FL. Questions may be discussed with Pinellas Suncoast Transit Authority at this meeting. Only questions submitted in writing will be considered as possible Addendum items.
Submittal Instructions: Place label in front of your sealed Bid envelope or package. Label should contain Bid number, Bid title, opening date and time, Purchasing Agent's name, and the name of the company submitting the Bid.
Number of copies required: <u>One (1) original, four (2) copies and one (1) CD or USB Flash Drive</u> shall be enclosed and sealed in envelope(s) with the Bidder's official name. The original Bid must be clearly marked as "Original".
Addendum: From time to time, an Addendum may be issued to the Invitation For Bid. Any such Addendum will be posted on Pinellas Suncoast Transit Authority's (PSTA) web site, www.psta.net . Before submitting your Bid please check our website to download any Addendums that may have been issued. Please remember to sign and return the Addendum's Acknowledgement Form Attachment 1 with your completed Bid package.

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SECTION 1: INTRODUCTION

Profile of the Authority

The Pinellas Suncoast Transit 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 194 buses and 16 trolleys serve 38 fixed routes.

Pinellas County is 280 square miles with approximately 954,569 residents. 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 19 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 2016, Authority directly operated vehicles traveled a total of 9.1 million revenue miles, providing approximately 611,000 hours of service, and 12.4 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 4,906 bus stops, 531 shelters, 14 transfer hubs, 4 customer service centers, and a fleet of 210 fixed route vehicles.

SECTION 2: SCOPE OF WORK

2.1 OVERVIEW

The purpose of this solicitation is to obtain Bids for fully assembled and manufactured Passenger Benches that are to be delivered to PSTA.

2.2 LOCATION

The location of the delivery is 3101 Scherer Drive, St. Petersburg, FL 33716.

2.3 SPECIFICATIONS

6' contour surface mount transit bench, ADA compliant, with Grey 100% recycled HDPE 2 x 4 Bedford Select-force plastic slats for seat and back. Overall dimension 6' long 25" wide x 31.5" tall. Weight approx. 140 Lbs.. Bench frames are 1 piece welded construction grade 6061-T6 Aluminum. Surface mounting pads, seat and backrest are ½" x 3" dimension. Pipe legs are 1.9" O/D with .145" wall thickness. Arm rest is 3/8" thick x 1-1/2" wide. Assembled with hot dip galvanized hardware. Shipped Assembled.

2.4 VARIANCES TO SPECIFICATIONS

Bidders must indicate any variances to the Specifications. Additionally, if Bids are based on alternate products, Bidder must indicate the proposed specifications being offered and attach appropriate specification details. If variations and/or alternates are not stated in Bidder's reply, it shall be construed that the Bid fully conforms to the specifications.

2.5 BID PRICE

Bidders must agree to accomplish all work and furnish all items and materials that are awarded to them as a result of their response to this IFB document at the price(s) indicated on the respective Bid Form. Bidders shall guarantee that said price(s) shall be firm throughout the duration of the contract. Submittal of a Bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any Bid submitted with escalation clauses shall be rejected.

2.6 QUALIFICATIONS

Bidders shall have the necessary organization, experience, capital, license, certification and equipment to carry out the provisions of the Contract to the satisfaction of PSTA. **It is the Bidder's responsibility to submit the proper license and certification necessary to perform the work with their Bid.**

2.7 OSHA COMPLIANCE

Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

2.8 PERMITS

The selected Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Certain aspects of construction may not be allowed to occur until after these permits have been obtained. All building permits, licenses and certificates of inspection issued in connection with the work shall be delivered to the Engineer and PSTA's Project Manager with successful Bidder(s) application for final payment. All permit fees shall be included in the contract amount and paid by the successful Bidder(s). PSTA will assist the Contractor in any way possible to expedite the permit process.

2.9 FAMILIARITY WITH LAWS

The Bidder shall be familiar with all federal, state, and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility. Bidder will submit all Bids in compliance with 28 C.F.R. §35.151. Bidders and all Subcontractors must comply with § 119.0701, Fla. Stat. (2013). The Bidder and all Subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Bidder in conjunction with this Bid, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

2.10 DEFECTIVE WORK

All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by PSTA, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until PSTA has issued written approval to the selected Bidder(s). Without unnecessary delay and without any additional cost to PSTA, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to PSTA. If the Selected Bidder(s) fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, PSTA, or his/her designee, may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the selected Bidder(s) and may be deducted from any moneys due to the Selected Bidder(s) or his Surety.

2.11 REPAIR REPLACEMENT

If any defects appear during the warranty period, the selected Bidder(s) shall, at their own expense, have repaired or replaced the item upon receipt of written notice from PSTA notifying the Bidder of the defect. The repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from PSTA of the defect.

2.12 FREIGHT

All freight pickup, delivery, handling costs shall be the responsibility of the Bidder including warranty replacements and reflected in their response to this IFB.

2.13 WARRANTY

The successful Bidder shall furnish factory/manufacture warranty on all items furnished hereunder against defect in materials and/or workmanship. The factory/manufacture warranty shall become effective on the date of delivery. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful Bidder shall repair or replace same at no cost to PSTA. Implied Warranty of Merchantability - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed.

All products furnished by the Bidder(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Bidder(s) to be free of defects in workmanship and material for a period of not less than five (5) years; said period to commence upon the date products are accepted by PSTA and Bidder has received final payment.

2.14 OTHER

- A. Guaranties and Warranties: Guarantees and Warranties on workmanship and materials shall be stated in your bid.
- B. Laws: All work shall conform to all applicable industry, Federal, State and Local Laws, Codes, Ordinances, OSHA requirements and Standards.
- C. License: Contractors performing work are required to have a Florida Contractor's License. All Licenses for any contractors must be current on the day of bidding and throughout the length of the project.
- D. Permits: Contractor shall be responsible for securing all permits and underground utility locates. PSTA will assist the Contractor in any way possible to expedite the permit process.

SECTION 3: GENERAL BID INFORMATION

3.1 SEALED BIDS

All Bid sheets and the original forms must be executed and submitted in a sealed envelope. All Bids are subject to the conditions specified herein. Bids that do not comply with these conditions are subject to rejection.

3.2 GENERAL FORMAT and BID SUBMISSION

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

A. Cover Letter:

1. A cover letter transmitting the Bid must be submitted and dated. The letter must indicate that the Bidder agrees to be bound by the Bid without modifications, unless mutually agreed to upon further negotiations between PSTA and the Bidder.
2. The cover letter shall contain the name, title, address, e-mail address, and telephone number(s) of an individual(s) with authority to bind the Bidder during the period in which PSTA is evaluating Bids. The cover letter shall also identify the legal form of the Bidder.
3. The cover letter shall identify in which state the company is incorporated. If a consortium, joint venture or team approach is being proposed, provide the above information for all participating firms. The Bidder should specifically describe the Bidder's role in relationship to its Subcontractors and shall describe the interfaces with said Subcontractors.
4. The cover letter shall be signed by a principal of the Bidder or other person fully authorized to act on behalf of the Bidder.

B. Table of Contents

The Table of Contents should identify locations of all sections in the Bid.

C. References

Bidders must provide a minimum of four (4) references. The reference will contain the companies name, address, phone number, point of contact, email address, and description of work performed. Bidders must indicate if the reference is from the private and/or public sector. References should be for the same or similar scope of work as requested herein.

D. DBE and Forms

Should contain all required forms including DBE submittals.

E. Bid Forms

Bids must be received by Pinellas Suncoast Transit Authority (PSTA) before the specified time and date and shall be prepared in accordance with the following:

1. Attachment 3 Bid Form.
2. All information required by the Bid Form shall be furnished. The Bidder shall print or type his/her name and manually sign the schedule and each continuation sheet on which an entry is made.
3. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
4. Alternate Bids will not be considered unless authorized and accepted by PSTA.
5. PSTA does not pay Federal, Sales or State Tax. See Tax exemption number above. A Tax Exempt Certificate is available upon request.
6. Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents prior to submitting a Bid.
7. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Scope of Work. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of PSTA or the compensation to the Bidder.
8. Bidders are advised that all PSTA Agreement/Purchase Orders are subject to all legal requirements provided for in the PSTA Procurement Policy, FTA Requirements, and State and Federal Statutes.
9. If no request for clarification is submitted by Bidder, all conditions and requirements contained within are accepted and understood by Bidder.

F. Description of Supplies

1. Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for any brand which meets the quality of the specifications listed for any items and approved by PSTA as equals.
2. Quantities are only estimates. PSTA has the right to change or modify the number required. PSTA has the right to award any quantities.

G. Submission of Bids

1. Bids and modifications thereto shall be enclosed in sealed envelopes and addressed to PSTA's Procurement Division, the name and address of the Bidder, the date and hour of the Bid opening, Bid number, Bid title, and the material or service to which the Bid applies shall be placed on the outside of the envelope.

2. Bids must be submitted on the forms furnished. Electronic/facsimile Bids **will not** be considered. Bids, however, may be modified by telegraphic notice provided such notice is received prior to the time and date set for the Bid opening.
3. PSTA is not responsible for the United States mail, private couriers, or messengers in regard to Bids being delivered by the specified time so that they can be considered.

H. Discussions

Any and all discussions concerning this IFB with any PSTA employee other than indicated above may be cause for disqualification. Oral discussions may not be relied upon by the Bidder as changes or modifications to this IFB.

I. Rejection of Bids

1. PSTA may reject a Bid if:
 - a. The Bidder misstates or conceals any material fact in the Bid; or if,
 - b. The Bid does not strictly conform to the law or requirements of the Bid; or if,
2. PSTA may, however, in its sole and absolute discretion, reject any and all Bids, with or without cause, whenever it is deemed in the best interest of PSTA to do so, and may reject any part of a Bid. PSTA may also waive any minor informalities or irregularities in any Bid. PSTA, in its sole discretion, will determine whether or not a Bidder is a responsible Bidder. In the event PSTA rejects all Bids and concurrently provides notice of its intent to reissue, all Bids will be exempt from public record production until PSTA issues a notice of intended decision on the reissued Invitation For Bids.
3. Any and all discussions concerning this Bid with any PSTA employee or Board of Directors Member other than the contact mentioned herein may result in Bid rejection.
4. In the event of default by the successful Bidder, PSTA reserves the right to go to the next low Bidder as the new awardee. The next low Bidder shall provide the Bid items at the prices as contained on their Bid Form.

J. Late Bids, Modifications or Withdrawal of Bids

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

K. Discounts

Bidders may offer a cash discount for prompt payment; however, such discounts shall **NOT** be considered in determining the lowest net cost for Bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

3.3 PUBLIC RECORDS

All Bids submitted are public records subject to production unless specifically exempted by Florida Statutes. Bids which contain information that is “trade secret” as defined in Section 812.081, Florida Statutes, or otherwise exempt from Chapter 119, Florida Statutes shall be designated as such and the trade secret or exempt information shall be explicitly identified. However, any information marked as “trade secret” or exempt may be produced by PSTA in response to a public records request if PSTA determines that the information does not meet the definition of “trade secret” in Section 812.081 and is not exempt from Chapter 119, Florida Statutes.

3.4 INTERPRETATION OF IFB DOCUMENTS

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

3.5 ADDENDUM TO IFB

If it becomes necessary to revise this IFB, an Addendum will be posted to PSTA’s Procurement website.

3.6 TYPE AND TERM OF CONTRACT

PSTA intends to award a firm, a contract where the product unit price(s) is locked in for the duration of the contract. All costs shall be included in the unit price. This Agreement shall become effective and commence on the date of award by PSTA’s Chief Executive Officer (“Effective Date”) and shall remain in effect for a term of three (3) years.

3.7 AWARD OF CONTRACT

PSTA reserves the right to accept or reject any or all Bids and may select, and negotiate with one or more Bidders concurrently should they both be deemed equal and enter into a Contract with such Bidder who is determined, by PSTA, to provide the services which are in the best interest of PSTA. PSTA may agree to such terms and conditions as it may determine to be in its interest.

Bids will be opened immediately after the Bid submittal date and time by Pinellas Suncoast Transit Authority, Procurement Division, 3201 Scherer Drive, St. Petersburg, FL 33716. The public may attend the Bid opening, but may not immediately review any Bids submitted until PSTA provides a notice of intended decision or 30 days after the opening of the Bids, whichever occurs first. **The names of respondents only will be read aloud at the time of the opening.**

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

1. The contract will be awarded to the Bidder who's Bid, conforms to the IFB, and is most advantageous to PSTA, price and other factors considered. PSTA shall have the sole discretion to determine which Bidder shall be awarded the contract. Nothing contained in the Bid documents is intended or create an entitlement or property interest in the award of contract to the low Bidder.
2. PSTA reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the Bidder qualifies his Bid by specified limitations.
3. In the event two (2) or more Bidders have submitted the responsible and responsive Bids with an equal price, award preference will be given in the following order. First, to the Bidder that is a DBE; second, the Bidder who has the highest percentage of DBE participation. Otherwise, the Bids shall be awarded by the Chief Executive Officer, if within his purchasing authority, or by Board of Directors.
4. PSTA reserves the right to utilize any applicable state or county contracts in lieu of or in addition to this Bid.
5. Any agreement/purchase order resulting from this Bid will be subject to the applicable terms and conditions of a financial assistance contract between PSTA, and the Federal Transit Administration.

3.8 FORMS

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

- ATTACHMENT 1 – Acknowledgement of Addenda
- ATTACHMENT 2 – Bidder Information Form
- ATTACHMENT 3 – Bid Form
- ATTACHMENT 4 – Non-Collusion Affidavit
- ATTACHMENT 5 – Certification of Restrictions on Lobbying
- ATTACHMENT 6 – Disclosure of Lobbying Activities
- ATTACHMENT 7 – Buy America Certification
- ATTACHMENT 8 – Certification of Bidder Regarding Debarment, Suspension, and Other Responsibility Matters

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- 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 – Bidder’s Statement on Sub-Bidders
 - ATTACHMENT 14 – Drug Free Workplace Program
 - ATTACHMENT 15 – Bidder’s and Lower Tier Participant’s Reference Form
 - ATTACHMENT 16 – Statement of No Bid
 - ATTACHMENT 17 – Acceptance of Federal Clauses
 - ATTACHMENT 18 – FTA Terms and Conditions
 - ATTACHMENT 19 – Prevailing Wages

SECTION 4: GENERAL CONDITIONS

4.1 RIGHTS OF PSTA IN THE INVITATION FOR BID PROCESS

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

- Disqualify any Bidder in accordance with Instruction to Bidders
- Reject any or all of the Bids, at its discretion
- Remedy errors in the IFB
- Cancel the entire IFB
- Issue subsequent IFB
- PSTA reserves the right to select the Bid that it believes will serve the best interest of PSTA
- Seek the assistance of outside technical experts to review Bids
- Approve or disapprove the use of particular Subcontractors and The Bidders
- Determine whether or not a Bidder is a responsible Bidder
- Reject any part of a Bid unless the Bid has been qualified as provided
- Award a contract to one Bidder
- Request any necessary clarifications or Bid data without changing the terms
- Disqualify the Bid(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder(s)
- Waive any informalities or irregularities in any Bid, to the extent permitted by law
- Make selection of the Bidder to perform the services required on the basis of the original Bids without negotiation

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

4.2 BID PROTEST PROCEDURES

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

1. 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 of failure to file a formal written protest within the time periods set forth above shall constitute a waiver of protest.

2. 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.
3. Consideration of Protest – PSTA's CEO will consider all protests of a PSTA decision or intended decision concerning a Bid solicitation or a contract award where the protestor has complied with the requirements of subsections A and B of this section. When the CEO is a member of the committee that makes a recommendation or intended decision, the CEO shall designate a Department Director to consider the protest. The CEO or his/her designee shall not consider any protest presented orally or not presented within the time limits set forth in subsection A. The CEO or his/her designee shall provide the protestor and all other Bidders with a written determination of the protest within fifteen (15) days of receiving the formal written protest. The CEO or his/her designee may provide an opportunity to resolve the protest by mutual agreement between the parties within seven days, excluding Saturdays, Sundays and legal holidays, of PSTA's receipt of the formal written protest.
4. 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.
5. 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.
6. Notice to Bidders – Bids with recommendations will be posted on a bulletin board maintained at PSTA's principal place of business for purposes of posting Bid tabulations and scores. Upon receipt of a formal written protest, PSTA will give notice of the protest to all Bidders, or if the Bid already was awarded at the time the protest was filed with PSTA, only to the successful Bidder. When a protest results in a delay of an award of the contract pending the disposition of the protest, the Bidder(s) whose Bids might become eligible for award will be requested, before expiration of the time for acceptance of their Bids (with consent of sureties, if any) to extend the time for acceptance so as to avoid the need for re-advertisement and re-submittal.

4.3 PRICES, TERMS AND PAYMENT

Firm prices shall be proposed and must include all costs as well as the following:

1. Mistakes: Bidders are expected to examine the conditions, Scope of Work, Bid prices, extensions, specifications and all instructions pertaining to the solicitation. Failure to do so will be at the Bidders risk.
2. Invoicing and Payment: Invoicing and Payment: Charges rendered by Bidder to PSTA shall be due and payable in accordance with the Florida Prompt Payment Act.

4.3 TAX EXEMPTION

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

4.4 QUALIFICATIONS FOR AWARD

Award of this contract shall be made to the Bid which is responsive, responsible and lowest cost in all respects to these procurement requirements, and where the Bidder is determined to be a responsible and responsive Bidder, a determination that shall be made solely at the discretion of PSTA. The Bidder affirms and declares:

1. The Bidder has the capacity to do business within the State of Florida.
2. The Bidder has the capability to assure completion of the required services within the time specified under this contract.
3. The Bidder presently has the necessary facilities, financial resources and licenses to complete the contract in a satisfactory manner and within the required time.
4. The Bidder is of lawful age and that no other person, firm or corporation has any interest in this Bid or the contract proposed to be entered into.
5. The Bidder is not in arrears to the Pinellas Suncoast Transit Authority upon debt or contract and is not defaulting as surety or otherwise, upon any obligation to the Pinellas Suncoast Transit Authority.
6. 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.
7. To be "qualified" by PSTA, the Bidder must have all State and Local licenses as legally required that are necessary to perform and complete the work as called for herein.
8. The Bidder is not on the Comptroller General's list of ineligible consultants.

4.5 DAMAGES FOR DELAY

PSTA is not responsible for any damage or costs incurred by the Bidder in delay and/or receipt of shipments.

4.6 WITHHOLDING AWARD

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

4.7 BID ACCEPTANCE, REJECTION, AND POSTPONEMENT

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

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

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

4.8 USE OF "PINELLAS SUNCOAST TRANSIT AUTHORITY" NAME IN BIDDER ADVERTISING OR PUBLIC RELATIONS

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

4.9 USDOT/FTA/FDOT CONCURRENCE FOR CONTRACT AWARD

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

4.10 DEBARMENT AND SUSPENSION

Bidders shall complete and submit as part of their Bid, the Certification of Primary Bidder Regarding Debarment, Suspension, and Other Responsibility Matters for all projects when the total aggregate value of the contract exceeds \$100,000. The Bidder shall also submit a list of subcontracts and Subcontractors that will have a financial interest in this Project that exceeds \$25,000 or will have a critical influence on or a substantive control over the Project. A Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility

and Voluntary Exclusions shall be submitted by the Bidder to PSTA for each listed Subcontractor prior to contract award.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Bidder is required to verify that none of the Bidder, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Bidder is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its Bid, the Bidder certifies as follows: The certification in this clause is a material representation of fact relied upon by PSTA. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to remedies available to PSTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

During the term of the Contract the successful Bidder will be required to immediately notify PSTA of 1) any potential Subcontractor that is subject to this provision and to submit the appropriate certification prior to award of a subcontract; 2) any information that its certification or certification of its Subcontractors was erroneous when submitted; and 3) any information that certifications have become erroneous by reason of changed circumstances.

4.11 DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

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

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

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

Bidders are encouraged to utilize certified DBEs in compliance with PSTA's goal of 9.78%.

Compliance with PSTA's goal may be fulfilled by DBE's performing as either:

- A member of a joint venture as a prime consultant;
- An approved Subcontractor;
- An owner-operator of equipment;

- A renter of equipment to a prime consultant;
- A firm manufacturing and supplying goods used in the project;
- A firm supplying goods used in the project (when supplying goods, only 60 percent will be counted).

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

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

Soliciting through all reasonable and available means the interest of all certified DBE's who have the capability to perform work under the contract. This shall include attendance at pre-Bid meetings, advertising and/or written notices. The Bidder shall allow sufficient time to allow the DBE's to respond to the solicitation.

Selecting portions of the work to be performed by DBE's.

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.

It will be the responsibility of the Bidder to make a portion of the work available to DBE Subcontractors and the Bidders 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.

Not rejecting DBE's as being unqualified without sound reasons based on a thorough investigation of their capabilities.

Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance as required.

Efforts to assist interested DBE's in obtaining necessary equipment, supplies, materials, or related assistance or services.

Use of services of available minority/women community organizations; minority/women Bidders' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

The Bidder agrees not to terminate for convenience a DBE Subcontractor, and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without PSTA's prior written consent.

4.12 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

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

4.13 LOBBYING

Lobbying of any PSTA board member, officer, evaluation/selection committee member, employee, agent or attorney by a Bidder, any member of the Bidder's staff, any agent or representative of the Bidder, whether compensated or not, or any person employed by any legal entity affiliated with or representing the Bidder shall be prohibited on all competitive selection processes and contract awards, including but not limited to requests for proposals, requests for quotations, requests for qualification, invitation for Bids, Bids or the award of purchasing contracts of any type. Lobbying is strictly prohibited from the date of the advertisement or on a date otherwise established by the Pinellas Suncoast Transit Authority Board of Directors, until an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded.

The purposes of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a protest is resolved, or the competitive selection process is otherwise concluded. Nothing herein shall prohibit a Bidder from contacting the purchasing division or PSTA's general counsel to address situations such as clarification and/or questions related to the procurement process or protest.

For the purposes of this Paragraph, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with the Bidding process through direct or indirect oral or written communication. Lobbying includes such actions whether performed by the Bidder itself, any employee of the Bidder, the Bidder's attorney, agent or other paid or non-paid representative, or any person who performs such actions of behalf or at the behest of the Bidder. Further, lobbying includes the attempt to influence Board members while they are performing their functions for other governmental entities (e.g. a city or Pinellas County). The final award of the contract shall be the effective date of the contract. Any board member, officer, evaluation/selection committee member, employee, agent or attorney who has been lobbied shall immediately report the lobbying activity to the Chief Executive Officer.

4.14 COLLUSION

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

4.15 LEGAL REQUIREMENTS

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

4.16 EXCEPTIONS

Bidder is advised that if it wishes to take exception to any of the terms contained in this IFB, it must identify the term and the exception in its response to the procurement. Failure to do so may lead PSTA to declare any such term non-negotiable. Bidder's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

4.17 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids of a public building or public work, may not submit Bids on leases of real property to public entity, may not be awarded or perform work as a Bidder, The Bidder, Subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.133, Florida Statutes, for Category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. PSTA may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry may be grounds for rejection of a Bid. Additionally, a conviction of a public entity crime may cause the rejection of a Bid.

4.18 SAFETY DATA SHEETS

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

4.19 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

4.20 CONTRACT

Upon award, Bidder agrees to the Purchase Order Terms and Conditions set forth in Section 5. This contract and each purchase order is funded by U.S. Department of Transportation, Federal Transit Administration (FTA) and governed by the attached Attachment 18 – FTA Terms and Conditions. Therefore, all activities related to this contract are subject to the following conditions, which are outlined in greater detail in U.S. Department of Transportation (USDOT) regulations Administration (FTA) Circular 4220.1F, “Third Party Contracting Guidelines,” as revised, as it may be amended from time to time and other laws and regulations governing procurement activities for PSTA.

SECTION 5: PURCHASE ORDER TERMS AND CONDITIONS

PURCHASE ORDER TERMS AND CONDITIONS

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

1. This is a formal Purchase Order executed by PSTA to purchase the goods and/or services specified at the prices stated. Supplier is required to immediately report errors to PSTA's Director of Procurement or designee listed on the purchase order to request a correction to the purchase order. If Supplier fails to report any errors to PSTA's Director of Procurement, then it shall have been deemed to accept the terms with any such errors.
2. Changed or altered cost of goods/services may result in a return or cancellation at the Supplier's expense if delivered without prior approval of the Director of Procurement or designee.
3. PSTA is Tax Exempt. Please contact the Director of Procurement for PSTA's tax exemption certificate.
4. All invoices shall contain the purchase order number, and/or contract number, Supplier's name, phone number, quantities, item descriptions, units of measure and be addressed to:
Pinellas Suncoast Transit Authority
Attention: Finance
Department/Accounts Payable
3201 Scherer Drive
St. Petersburg, Florida 33716
Or via E-Mail:
Accountspayable@psta.net
PSTA shall pay from invoices only and not statements. If Supplier's invoice lists any freight or cartage charges, such invoice must attach all of Supplier's receipts for transportation bills.
5. All shipments must be received by PSTA within 30 days from receipt of this purchase order unless otherwise specified. If unable to deliver by the date specified on the front of the Purchase Order, Supplier must contact the Director of Procurement or designee immediately.
6. Electronic transmittal of this purchase order, by facsimile machine, email, or other means, shall have the legal significance of a duly executed original delivered to the Supplier.
7. Delivery: Time is of the essence for delivery of goods and/or services under this Purchase Order. Delivery is to be made to "Ship To" location shown on the face of this Purchase Order. All shipments are to be made F.O.B. Destination, freight prepaid, to receiving point as specified on the purchase order, unless otherwise indicated on the order. PSTA reserves the right to cancel this order, or any unfilled portion for shipments not received as specified. PSTA is committed to sustainable practices. Palletized shipments should not exceed 1500 pounds per pallet and when possible, should be shipped on a 40" x 48" pallet. Suppliers shall include a packing list showing contents of shipment if shipment is made in two or more containers. No boxing, packing, installation, assembly, or similar charges (not included in the item price) will be allowed unless and specifically authorized in writing by PSTA on the face of this Purchase Order. The risk of loss or damage to leased equipment, goods, or property shall not transfer to PSTA except as expressly provided in Florida Statutes Section 680.219.
8. Marking: Include packing list in each shipment. Packing list must clearly show PSTA purchase order number, contents, and shipper's name and address; mark packing list and on invoice covering final shipment "Order Completed". Supplier's failure to show, on bill of lading, express receipt, or package, the marking as specified above will obligate the Supplier to pay any extra costs incurred including drayage or demurrage.
9. Receiving Hours: Shipments to PSTA facilities receiving hours are from 7:30 a.m. to 3:30 p.m., Mondays through Fridays, excluding PSTA holidays.
10. Payment: PSTA complies with the Florida Prompt Payment Act (ss. 218.70-218.80). Invoice payment is net 45 days from the date of properly received invoice. All payments, other than payments for construction

- services, due and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on unpaid balance.
11. Discounts. In connection with any discount offered for prompt payment, time will be computed from date of delivery of the supplies to the carrier, when acceptance is at the point of origin, or from the date of delivery at destination or port of embarkation when delivery and acceptance are at either of these points, or from the date the correct invoice or voucher is received in the office specified by PSTA, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the check by PSTA.
 12. Authorization: PSTA shall assume no liability or obligation to pay for delivered goods/services without a valid purchase order signed by the Director of Procurement and for purchases exceeding \$25,000, co-signed by PSTA's CEO.
 13. Specifications: Any product/service specifications in the associated bid response and all items attached hereto are hereby made a part hereof as if fully set forth herein. All materials furnished must conform to PSTA specifications, where indicated. There will be no substitutions to requested goods/services without prior approval of the Director of Procurement.
 14. Warranty: The Supplier expressly warrants all articles and materials covered by this order to be of the quality, quantity, size, description, and dimension specified and free from all defects including latent defects. Such warranty shall survive delivery and not be deemed waived by acceptance of receipt, or payment of goods/services. Any manufacturer's warranty on any goods shall be provided by Supplier to PSTA.
 15. Inspection Acceptance of Goods: Goods and/or services are subject to PSTA inspection and approval at a reasonable time post-delivery. PSTA may return materials not meeting specifications (including over-shipments) at the Supplier's expense and risk. PSTA will notify Supplier of failure. Return authorizations for goods and/or services not received within 30 days will deem such goods and/or services donations to PSTA.
 16. Cost of Inspecting or Testing: Supplier will pay for cost of inspection or testing of property that does not meet specifications. There shall be no replacement of returned or rejected goods/services without prior approval by the Director of Procurement or designee. PSTA may return any goods that differ from provided samples, inferior quality, inferior workmanship, or decreased function.
 17. Default: In the case of a Supplier default, PSTA may procure the goods and/or services from other sources. Supplier shall be responsible for any increase in the cost of the good and/or services purchased by PSTA from other sources. PSTA may deduct this amount from any monies due, or that may become due, to the Supplier.
 18. Contract: This purchase order, PSTA's bid documents and Supplier's proposal shall constitute, (a) a binding contract on the terms set forth, and (b) shall constitute the entire contract between PSTA and the Supplier. In the case of any ambiguities or conflicts between these documents, PSTA's bid documents, including exhibits, will control, followed in precedence by this Purchase Order and then Supplier's response.
 19. The Parties recognize that Supplier is an independent contractor. Supplier agrees to assume liability for and indemnify, hold harmless, and defend the PSTA, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, or resulting from activities in any way connected to this Agreement, whether or not due to or caused by the negligence of the PSTA, its commissioners, mayor, officers, employees, agents and attorneys. Supplier's liability hereunder shall include all attorneys' fees and costs incurred by the PSTA, in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Supplier against the PSTA, and Supplier hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. The obligations contained in this provision shall survive the termination of this Agreement, however terminated, and shall not be limited by any amount of insurance required to be

- obtained or maintained under this Agreement. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the PSTA may be entitled to under the doctrine of sovereign immunity or section 768.28, Florida Statutes.
20. Suppliers warrants that all goods and services do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold PSTA, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Purchase Order.
 21. Public Entity Crimes: Supplier certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Florida Statute 287.133 (2) (a).
 22. Fair Labor Standards Act – “Hot Goods”:
Supplier certifies, by acceptance of a bid/proposal/contract, or purchase order, that goods/services are, or will be, produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.
 23. In connection with the Purchase Order, Supplier, at its own cost and expense, shall obtain and maintain in force during the term of this Purchase Order, the following insurance coverage:
 - a. A policy of workers' compensation insurance, in amounts required by law, covering all officers and employees of Supplier who are in any way engaged in or connected with the Purchase Order, and employer's liability insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00). Supplier shall require its agents, sub-contractors, who are in any way engaged in or connected with the Purchase Order, to maintain the same insurance as required herein of Supplier.
 - b. A policy of commercial general liability insurance with broad form property damage endorsement, personal injury, and products completed operations coverage, affording protection in an amount of not less than Two Million Dollars (\$2,000,000.00) per incident and in the aggregate, with respect to personal injury, death, or damage to property.
 - c. If this Purchase Order contemplates professional services, a policy of professional liability insurance, including errors and omissions, affording protection of not less than One Million Dollars (\$1,000,000.00) per incident and One Million Dollars (\$1,000,000.00) in the aggregate.
 - d. A policy of comprehensive automobile liability insurance covering the operation of all motor vehicles used by Supplier or its agents in connection with this Purchase Order, affording protection in an amount of not less than One Million Dollars (\$1,000,000.00) combined single limit with respect to personal injury, death, or damage to property.
 - e. Each insurance policy required by this Purchase Order shall be endorsed to state that no material alteration or cancelation, including expiration and non-renewal of coverage, shall be effective until after thirty (30) days prior written notice has been given to: PSTA Attn: Finance Division, 3201 Scherer Drive, St. Petersburg, FL 33716. Failure to maintain a current Certificate of Insurance on file with PSTA will be grounds for withholding or rejecting payment of invoices. Notwithstanding the prior submission of a Certificate of Insurance, if requested by PSTA, the Supplier shall, within thirty (30) days after receipt of a written request from PSTA, provide PSTA with a certified complete copy of the policies providing the coverage required. Supplier shall name PSTA and its Board of Directors as additional insured to Supplier's general liability insurance for the duration of this Agreement. PSTA has the right to deviate from any of the above insurance requirements, if PSTA at PSTA's sole discretion decides to do so. If PSTA decides to deviate from the above noted insurance requirements, PSTA will inform the Supplier in writing in those particular circumstances. Unless PSTA notifies a Supplier in writing that PSTA is willing to deviate from the insurance requirements noted about, all of the above insurance requirements shall apply to the Supplier. In addition to the general liability insurance required above, Supplier shall also provide, at its sole expense, for the duration of this Agreement, worker's compensation insurance and employer's liability insurance in accordance with Chapter 440, Florida Statutes and all other applicable laws and regulations, that a minimum cover the Supplier's (or subcontractor's) exposure in performing this Agreement. The insurance policies required by this Section 37 shall cover all employees engaged in any work as part of this



- Agreement. If Supplier operates any vehicles as part of performing this Agreement, Supplier shall also have and maintain, at its sole expense, for the duration of this Agreement, adequate automobile liability insurance that covers the Supplier's (or subcontractor's) exposure in performing this Agreement
24. In the event of a conflict or inconsistency between this Purchase Order and the provisions of attached documents, the order of priority is: the finalized contract that has been reviewed and approved by PSTA and signed by PSTA's CEO, PSTA RFX (if applicable), this Purchase Order; any other documents executed by PSTA, and then Supplier's proposal.
 25. Supplier certifies that its directors and/or principal officers are not employed and/or affiliated with PSTA. Neither party shall be required to perform under this Purchase Order or any attachments or addenda hereto executed by PSTA's duly authorized signatory when such performance is delayed or prevented by any cause beyond the party's or parties' control.
 26. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Supplier on behalf of the PSTA, Supplier shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the PSTA to perform the work contemplated by this Agreement; (b) upon request from the PSTA's custodian of public records, provide the PSTA with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Supplier does not transfer the records to the PSTA in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the PSTA, in its sole and absolute discretion, requests that all Public Records in possession of Supplier be transferred to the PSTA, Supplier shall transfer, at no cost, to the PSTA, all Public Records in possession of Supplier within thirty (30) days of such request or (ii) if no such request is made by the PSTA, Supplier shall keep and maintain the Public Records required by the PSTA to perform the work contemplated by this Agreement. If Supplier transfers all Public Records to the PSTA pursuant to (d)(i) above, Supplier shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records

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

27.

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

E-mail address:

Mailing address

28. In the event the PSTA, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Supplier under this Purchase Order, the PSTA shall notify Supplier of such occurrence and this Purchase Order shall terminate on the last day of the current fiscal period without any penalty or expense to the PSTA.
29. Under no circumstances shall the Supplier assign to a third party any right or obligation of the Supplier pursuant to this Purchase Order without the prior written consent of PSTA. No failure or delay by PSTA to insist

- on the strict performance of any term of this Purchase Order, or to exercise any right or remedy consequent to any breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term.
30. Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party. Nothing contained in this Purchase Order shall be construed to create a joint venture, partnership, or other like relationship between the parties.
 31. Supplier shall supply a Safety Data Sheet with each initial delivery of any materials defined by the State of Florida of the Federal Government as being toxic or harmful.
 32. If the box is checked, this is a federally funded project and all FTA required terms and conditions as set forth in FTA Circular 4220.1F are fully incorporated herein by reference, and all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions in this contract.
 33. Supplier agrees to comply with all applicable federal, state, and local laws.
 34. PSTA shall have the right to unilaterally terminate this Purchase Order with the Supplier without cause or penalty upon 30 days' prior written notice to Supplier.
 35. Smoke-Free Policy: PSTA prohibits smoking on all PSTA owned, operated, leased and/or controlled properties in order to maintain a healthy and safe environment for its employees and the public.
 36. This Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida and for any federal action shall lie solely in the United States District Court, Middle District, Tampa Division.

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

ATTACHMENTS



ATTACHMENT 1
ACKNOWLEDGEMENT OF ADDENDUM
(Required with Bid submittal if Addendum issued)

The undersigned acknowledges receipt of the following Addendum to the Documents.

(Give number and date of each)

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Failure to acknowledge receipt of all addenda may cause the Bid to be considered non-responsive to this Invitation for Bid, which will require rejection of the Bid.

Company Name

Authorized Signature

Authorized Individual's Name (Print)

Title

Date



ATTACHMENT 2
BIDDER INFORMATION FORM
(Required with Bid submittal)

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

PLEASE PRINT OR TYPE YOUR INFORMATION.

Company Name: _____

Company Street Address: _____

Company Mailing Address: _____

Company Contact Person: _____

Company Telephone & Fax #: _____

Bidder Federal I.D. #: _____

Company Contact Email: _____

Age of the Firm (years): _____

Annual Gross Receipts (\$): _____

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

Number of calendar days required for completion: _____

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

Company Name

Authorized Signature

Authorized Individual's Name (Print)

Title

Date



ATTACHMENT 3
BID FORM
(Required with Bid Submittal)

The undersigned hereby agrees to furnish the items as listed below in accordance with the specifications contained herein. All charges must be included on the Bid Form and must include all associated costs for the services being proposed.

Bidder shall provide all material, labor, equipment, programming, testing and commissioning required for an extension of the existing maintenance building electrical power distribution system as described in these documents and the attached drawings.

Product	Estimated Annual Quantity Purchased by PSTA	Cost Per Passenger Bench* (Unit Price)	Total Annual Cost
Passenger Bench	60		

*Freight and all other costs shall be included in the unit price. Supplemental cost detail may be provided in addition to the prices indicated on this form.

By signature on this document, Bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of PSTA's Bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by PSTA in official amendments prior to this date of submittal.

Bidder's Name: _____ **Date:** _____

Authorized Representative's Signature: _____

Authorized Representative: Name/Title: _____



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

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

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

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

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Title

Date

State of _____ County of _____

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

{NOTARY SEAL}

Signature of Notary Public

Name of Notary Typed, Printed, or Stamped

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____



ATTACHMENT 5
CERTIFICATION OF RESTRICTIONS ON LOBBYING
(Required with Bid submittal)

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

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

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

Authorized Individual's Name (Print)

Title

Date

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., "IFB-DE-90-01."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

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

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



ATTACHMENT 7
BUY AMERICA CERTIFICATION
(Required for contracts greater than \$150,000)

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

The Bidder hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

OR

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

The Bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

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



**ATTACHMENT 8
CERTIFICATION OF BIDDER REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS**

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

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

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

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

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

Company Name	Authorized Signature	Date
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Authorized Individual's Name (Print)	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 Bidder), certifies, by submission of this Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. If the above named Lower Tier Participant (Subcontractor) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

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

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

State of _____ County of _____

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

Name of Person Acknowledging

{NOTARY SEAL}

Signature of Notary Public

Name of Notary Typed, Printed, or Stamped

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____

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



ATTACHMENT 10
DBE PARTICIPATION FORM
 (Required with Bid submittal)

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

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

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

OR

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

OR

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

No.	Subcontractor or The Bidder	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 the Bidder FDOT DBE Certification.				Total Dollars DBE (s)	Total % of Contract Amount
				\$	%

 Company Name

 Authorized Individual's Name (Print)

 Authorized Signature

 Date

 Title



ATTACHMENT 11
DBE GOOD FAITH EFFORTS DOCUMENTATION FORM
(Required if DBE goal is not met)

PSTA ANNUAL DBE GOAL: 9.78%

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

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

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

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

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



ATTACHMENT 12
E-VERIFY AFFIDAVIT
(Required with Bid submittal)

Contract #: IFB # 17-056B

Project Description: Passenger Benches

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

- a) All persons employed by Vendor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including/Subcontractor's) assigned by Bidder 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
BIDDER'S STATEMENT ON SUB-BIDDERS
(To be completed for all, DBE and non-DBE, sub-Bidders)

1. There are NO sub-Bidders associated with this Bid.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

OR

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

Sub-Bidder Company Name

Address

Contact Person

Telephone #

E-mail Address for Contact Person

Number of Years In Business

Gross Annual Receipts

Sub-Bidder Company Name

Address

Contact Person

Telephone #

E-mail Address for Contact Person

Number of Years In Business

Gross Annual Receipts



ATTACHMENT 14
DRUG FREE WORKPLACE PROGRAM
(Required with Bid submittal)

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

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

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

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

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

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

State of _____ County of _____

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

{NOTARY SEAL}

Signature of Notary Public

Name of Notary Typed, Printed, or Stamped

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____



ATTACHMENT 15
BIDDER'S AND LOWER TIER PARTICIPANT'S REFERENCE FORM
(To be completed by prime and sub consultants/Subcontractors; required with Bid submittal)

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Fax #: _____

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

Authorized Signature: _____

How Long at Present Location: _____

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

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

Reference #1:

Company: _____

Address: _____

Phone #: _____

Contact: _____

E-Mail: _____

Reference #2:

Company: _____

Address: _____

Phone #: _____

Contact: _____

E-Mail: _____

Reference #3:

Company: _____

Address: _____

Phone: _____

Contact: _____

E-Mail: _____

Reference #4:

Company: _____

Address: _____

Phone: _____

Contact: _____

E-Mail: _____



ATTACHMENT 16
STATEMENT OF NO BID
(Not required with Bid submittal)

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

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

We, the undersigned, have declined to submit on your IFB # _____ for the following reasons:

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

Remarks: _____

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

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title



ATTACHMENT 17
ACCEPTANCE OF FEDERAL CLAUSES
(Required with Bid Submittal)

This purchase shall conform in all respects to the Federal Transit Administration's Federally Required and Other Model Clauses including but not limited to: No Government Obligation to Third Parties; Program Fraud and False or Fraudulent Statements and Related Acts, 31 U.S.C. 3801 et seq., 49 CFR part 31 18 U.S.C. 1001, 49 U.S.C. 5307: Access to Records and Reports, 49 U.S.C 5325, 18 CFR 18.36 (i), 49 CFR 633.17; Federal Changes, 49 CFR part 18; Civil Rights Requirements, 29 U.S.C 623, 42 U.S.C 2000, 42 U.S.C 6102, 42 U.S.C 12112, 42 U.S.C. 12132, 49 U.S.C 5332, 29 CFT Part 1630, 41 CFR Parts 60 et seq.; Disadvantaged Business Enterprise, 49 CFR part 26; Incorporation of FTA Terms, FTA circular 4220.1F; Energy Conservation Requirements; Termination, 49 U.S.C. part 18; Termination, FTA circular 4220.1F; Government Wide Debarment and Suspension.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title



**ATTACHMENT 18
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 &	For contracts exceeding \$100,000. OMB Office of Federal Financial	§ 24.a(2)



Safety Standards Act	Management has not adopted the FAR clause 2.101 \$150,000 simplified 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

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: _____



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.

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: _____

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.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

PSTA has not set a specific goal for this project. PSTA has an annual DBE goal of **9.78%**. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 9.78% 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.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.

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.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.



**ATTACHMENT 19
 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
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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