

INVITATION FOR BID (IFB)

**IFB# 17-064B
Bus Seat Insert Reupholstery**



**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 Haubner Attn: IFB 17-064B 3201 Scherer Drive St. Petersburg, FL 33716	INVITATION FOR BID IFB #17-064B Bus Seat Insert Reupholstery
Contact Person: Eric Haubner, Purchasing Agent II, ehaubner@psta.net		

Planned Procurement Schedule:
Issue Date: June 15, 2017
Non-Mandatory Pre-Bid Meeting: N/A
Deadline for Questions: June 23, 2017 by 2:00 p.m. EST via email.
Response to Questions: June 28, 2017
Bid Due: by July 13, 2:00 p.m. EST
CEO Approval: , July 24, 2017

PSTA’s Mission: PSTA provides safe, convenient, accessible and affordable public transportation services for Pinellas County residents and visitors, and supports economic vitality, thriving communities, and an enhanced quality of life.

Duration of Offer: All 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: N/A

Submittal Instructions: Place label in front of your sealed Bid envelope or package. Label should contain Purchasing Agent’s Name, Bid number, Bid title, opening date and time, and the name of the company submitting the Bid.

Number of copies required: One (1) original, two (2) copies and one (1) USB Flash Drive 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 nonelected 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

Pinellas Suncoast Transit Authority (PSTA) is seeking to contract with a professional upholster company to remove and replace the upholstery on PSTA owned transit coach bus seat backs and bottoms.

The Bidder will furnish the fabric, all labor, additional materials, tools, equipment, supervision and all necessary incidentals for the completion of this work. Except as otherwise provided in the Scope of Work, PSTA will ship the bus seats to the Bidder and all work will be performed at the Bidders facilities.

2.2 CONTRACT TERM

The term of the contract will be three (3) years with no extensions.

2.3 SEAT FABRIC

- A. It is estimated that the Bidder will need a quantity of four hundred (400) yards of fabric for the initial order of seat inserts to be sent to the Bidder for reupholstering. PSTA intends to send additional inserts requiring four hundred (400) yards of fabric up to twelve hundred (1,200) yards throughout the three (3) year term of the contract.
- B. PSTA is accepting either of the two below fabrics to be used in the reupholstering. Prices are being requested for fabric with protection treatment and without protection treatment. The treatment should be specifically for transportation buses and provide anti-stain and anti-microbial protection for the fabric specified. The treatment shall resist stains, require less maintenance, provide antimicrobial and antibacterial protection that an untreated fabric.
- C. The first fabric option PSTA is requesting pricing for is Camira Fabric, Part Number QUANTUM ADDA65. Listed below are the salient characteristics for the fabric.

	Feature	Specification
1	Composition	100% Polyester
2	Width	59 inches
3	Weight	16 ounces per square yard
4	Thickness	0.11 inches

- D. The second fabric option PSTA is requesting pricing for is DeLeo Sunda Dark Blue. Listed below are the salient characteristics for the fabric.

	Feature	Specification
1	Composition	100% TPES
2	Width	60 inches
3	Weight	620 g per square meter
4	Thickness	2.8 mm ± .3 mm



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

2.4 SEAT INFORMATION and QUANTITIES

- A. It is the intent of PSTA to have reupholstered approximately twenty (20) buses for each year of the contract, for a total of sixty (60) buses over the contract term. The approximate number of individual seat inserts per year is between 1,040 and 1,600.
- B. All buses to have seats reupholstered are manufactured by Gillig, LLC and range in size from 29', 35', and 40' low floor. All buses are model year 2005 through 2010.
- C. All seat inserts were originally manufactured by the 4ONE Seating Company. The passenger seat model is "Angel". The seat inserts are either made of hard plastic, fiberglass, or metal material.
- D. The number of bus seat inserts is based on the below sizes of transit buses:

Bus Size	Backs	Bottoms	Total
29 Foot	26	26	52
35 Foot	32	32	64
40	40	40	80

- E. Photographs of a sample of the seat insert backs and bottoms to be reupholstered are found in the attached Exhibit A.

2.5 SCOPE OF WORK

- A. PSTA will ship, at its own expense FOB Destination, to the Bidder, complete sets of seat inserts, both backs and bottoms, for the size of the bus to be reupholstered.
- B. Each set of seats will be labeled with the total number of seat inserts contained in the shipment and the PSTA vehicle identification number the seats came from. The vehicle identification number will service as a reference for each order. Bidder must ensure that the returned seats are labeled correctly with this information.
- C. For each seat insert, the Bidder shall perform the following work:
 - 1. Remove all existing fabric from the seat insert base and discard.
 - 2. If the seat insert contains foam padding under the existing fabric upholstery, the foam padding shall be removed and discarded. No foam padding is to be used under the fabric during the reupholster.
 - 3. Remove all remnants and tracts of glues or adhesives which may have been used to secure upholstery to the seat insert.

4. Inspect all seat insert bases for signs of damage or disrepair and discard seat insert bases that are deemed non-repairable or unusable. PSTA considers a seat insert base to be non-repairable or unusable based upon the following conditions:
 - a. If the metal base is rusted through.
 - b. If the metal base is bent beyond repair of its original shape to conform to the seat frame.
 - c. If the plastic/fiberglass seat insert base is cracked and/or broken.
5. In all cases where the Bidder discovers a seat base insert to be non-repairable or unusable, the Bidder shall inform PSTA of the quantity of seat insert bases in need of replacement. PSTA will make the determination of whether to purchase preplacement seat base inserts from the vendor in order to complete the order. (See Section 2.5: Replacement Seat Insert Bases below)
6. Upon final inspection of the seat insert bases, the Bidder shall reupholster seat insert bases with new fabric upholstery using standard industry acceptable means and methods approved for the type of fabric being applied and for the environment the seat inserts and fabric will be subjected to. All seat insert bases shall be upholstered with fabric only, no foam padding is to be used under the fabric.

2.6 REPLACEMENT SEAT INSERT BASES

- A. As part of this Scope of Work, the Bidder shall offer pricing to provide for replacement seat base, inserts, backs and bottoms, when the seat inserts provided by PSTA are discovered to be non-repairable or unusable. Prices are to be submitted on Attachment 3 Bid Form.
- B. Replacement seat base inserts supplied by the Bidder shall conform to the following:
 1. Shall conform to OEM specifications and standards in 4One Seating Angel model shells.
 2. Shall be made of high quality fiberglass or thermoplastic.
 3. Shall be fire resistant.
 4. Shall conform to the Federal Motor Vehicle Safety Standards
 5. Shall be APTA Bus Standards compliant.
- C. Any replacement seat insert bases purchased by PSTA from the Bidder shall then be upholstered as indicated in the Scope of Work.

2.7 SHIPPING and DELIVERY of SEAT INSERTS

- A. PSTA shall package the inserts to be reupholstered and send to the Bidder. PSTA will notify the Bidder when the inserts are shipped. PSTA will be responsible for payment of shipping the inserts from PSTA to the Bidder.
- B. Bidder shall have arranged to deliver the completed seat inserts back to PSTA, FOB Destination, to the address listed below. The Bidder is responsible for payment of shipping the inserts from Bidder's

facilities to PSTA. Delivery shall occur during business hours of the Inventory Control Division, between 8:00 a.m. and 5:00 p.m. Monday through Friday.

Pinellas Suncoast Transit Authority
Attn: Jody Sibley
3101 Scherer Dr.
St. Petersburg, FL 33716

- C. PSTA will not pay any additional shipping or pick up / delivery charges that have not been identified on the price form.
- D. The Bidder shall:
 - Pack and mark the shipment to clearly indicate PSTA order;
 - Prepare the shipment in conformance with carrier requirements;
 - Deliver the shipment in good order and condition to the point of delivery specified in the IFB;
 - The Bidder shall be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment at the delivery point specified in the IFB;
- E. Delivered items shall not be considered “accepted” until a designated PSTA representative has, by inspection the items, determined that they appear to fully comply with specifications. PSTA may return, at the expense of the successful Bidder and for full credit, any item(s) received which fail to meet PSTA’s specifications.

2.8 WARRANTY

The successful Bidder warranty on all work completed hereunder against defects in workmanship for a minimum of one year. Should any defect in 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.

SECTION 3: GENERAL BID INFORMATION

3.1 SEALED BIDS

All Bid sheets and 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

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.

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. Letter must also state that the Bid is valid for one hundred and twenty (120) days.
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. 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, the type of work and description. References should be for the same or similar work as requested herein.

C. Forms

Bidders shall include all required forms.

D. Bid Form

1. All price information must be submitted on Attachment 3 Bid Form. All information 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.
2. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. Alternate Bids will not be considered unless authorized and accepted by PSTA.
3. PSTA does not pay Federal, Sales or State Tax. See Tax exemption number above. A Tax Exempt Certificate is available upon request.
4. Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents prior to submitting a Bid.

5. 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.
6. Bidders are advised that PSTA Purchase Orders shall govern with all legal requirements provided for in the PSTA Purchasing Policy, FTA Requirements, and State and Federal Statutes.
7. If no request for clarification is submitted by Bidder, all conditions and requirements contained within are accepted and understood by Bidder.

E. 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.

3.3 SUBMISSION of BIDS

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.

- A. 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.
- B. 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.

3.4 DISCUSSIONS

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

3.5 REJECTION of BIDS

- A. PSTA may reject a Bid if:
 1. The Bidder misstates or conceals any material fact in the Bid; or if,
 2. The Bid does not strictly conform to the law or requirements of the Bid; or if,
- B. 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.
- C. 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.

- D. 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.

3.6 LATE BIDS, MODIFICATIONS OR WITHDRAWAL of BIDS

- A. 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.
- B. 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.
- C. 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.

3.7 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.

3.8 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.

3.9 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 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.

3.10 ADDENDUM TO IFB

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

3.11 TYPE AND TERM OF CONTRACT

PSTA intends to award a three (3) year contract, with no options for extensions. The contract will be in the form of a Purchase Order(s) issued by PSTA to the Supplier.

3.12 AWARD OF CONTRACT

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 Bidders 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.

- A. 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.
- B. 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.
- C. 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 PSTA's Chief Executive Officer, if within his purchasing authority, or by PSTA's Board of Directors.
- D. PSTA reserves the right to utilize any applicable state or county contracts in lieu of or in addition to this Bid.
- E. PSTA reserves the right to purchase these services from other vendors.

3.13 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 Contractor Regarding Debarment, Suspension, and Other Responsibility Matters
- ATTACHMENT 6 – DBE Participation Form
- ATTACHMENT 7 – E-verify Affidavit
- ATTACHMENT 8 – Drug Free Workplace Program
- ATTACHMENT 9– Contractor's and Lower Tier Participant's Reference Form
- ATTACHMENT 10 – Statement of No Bid

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 Suppliers
- 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 or more Bidders
- Accept other than the lowest priced Bid
- 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 Bid.

4.2 BID PROTEST PROCEDURES

- A. Right to Protest: Any interested party, who wishes to protest a PSTA decision or intended decision concerning a Proposal or a contract award, shall file a written Notice of Protest with the Chief Executive Officer of PSTA within seventy-two hours after the posting of the tabulation sheet or after the issuance of the notice of PSTA's decision or intended decision and shall file a formal written protest within ten days after the date of the Notice of Protest. The formal written protest shall state with particularity the basis of the protest, including the facts and law upon which the protest is based, and providing any supporting documentation. Failure to file a Notice of Protest or failure to file a formal written protest within the time periods set forth above shall constitute a waiver of protest.

- B. Providing a Bond: Any Proposer 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 Proposer protesting the decision or intended decision, the bond shall be returned.
- C. Consideration of Protest: PSTA's Chief Executive Officer will consider all protests of a PSTA decision or intended decision concerning a Proposal solicitation or a contract award where the protestor has complied with the requirements of subsections A and B of this Article. The Chief Executive Officer shall not consider any protest presented orally or not presented within the time limits set forth in subsection A. The Chief Executive Officer shall provide the protestor and all other Proposer with a written determination of the protest within fifteen (15) days of receiving the formal written protest. The Chief Executive Officer's decision is final. The Chief Executive Officer may provide an opportunity to resolve the protest by mutual agreement between the parties within seven days, excluding Saturdays, Sundays and legal holidays, of PSTA's receipt of the formal written protest.
- D. Stay of Procurement during Protests: There shall be no stay of the Proposal process or the procurement during protests.
- E. Notice to Proposer: Bid tabulations with recommendations will be posted on a bulletin board maintained at PSTA's principal place of business for purposes of posting bid tabulations. Upon receipt of a formal written protest, PSTA will give notice of the protest to all Proposers, or if the Proposal already was awarded at the time the protest was filed with PSTA, only to the successful Proposer. When a protest results in a delay of an award of the contract pending the disposition of the protest, the Proposer whose Proposal might become eligible for award will be requested, before expiration of the time for acceptance of their Proposals (with consent of sureties, if any) to extend the time for acceptance so as to avoid the need for re-advertisement and re-bidding.

4.3 PRICES, TERMS AND PAYMENT

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

- A. Discounts: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for Bid evaluation purposes.
- B. 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.
- C. 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.

4.4 TAX EXEMPTION

PSTA is exempt from payment of all Federal, State, and local taxes in connection with this Project. Said taxes shall not be included in the 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.

4.5 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:

- A. The Bidder has the capacity to do business within the State of Florida.
- B. The Bidder has the capability to assure completion of the required services within the time specified under this contract.
- C. The Bidder presently has the necessary facilities, financial resources and licenses to complete the contract in a satisfactory manner and within the required time.
- D. 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.
- E. 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.
- F. No member, officer, or employee of PSTA during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- G. The Bidder is not on the Comptroller General's list of ineligible consultants.

4.6 DAMAGES FOR DELAY

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

4.7 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.

4.8 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.

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

PSTA reserves the right to review and approve any advertising material 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.

4.10 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.

4.11 DEBARMENT AND SUSPENSION

Bidders shall complete and submit as part of their Bid, the Certification of Primary Contractor 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.

4.12 DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

In connection with the performance of this Contract, the successful Proposer agrees to cooperate with PSTA in meeting its commitments and goals with regard to maximum utilization of DBE. 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 Proposer agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, PSTA or its consultants shall take all necessary and reasonable steps in accordance with 49 CF, Part 23, to ensure that Disadvantaged Business Enterprises have the

maximum opportunity to compete for and to perform contracts. PSTA and its consultants shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

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

While there is no minimum percentage goal established, Bidders are encouraged to utilize certified DBEs and compliance with the 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.

4.13 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.

4.14 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.

4.15 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 illegal action.

4.16 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.

4.17 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 Contractor, Supplier, Subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.133, Florida Statutes, for Category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. PSTA may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a 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 "OR EQUAL" DETERMINATION

Where proposing other than specified, the determination of equivalency will be at the sole discretion of PSTA. Bidder shall, as to each item, propose upon the specified products or upon an alternate product which is "equal" as defined herein. The offer of an alternate product for any item shall, for the purpose of evaluation of Bids, be construed as a refusal to propose upon the product specified. Only one alternate product for each item shall be submitted. In the event an alternate product is submitted for any item, the Bidder shall cross out the product specified and type or print the word "ALTERNATE" (failure to do so shall be construed as a Bid upon the product specified) and insert the unit price and the extension or total (unit price multiplied by the number of units) in the columns provided therefore in the same manner as if proposing upon the specified product. In the event any alternate product is submitted the Bidder shall state on additional attached sheets, the precise specifications of the alternate and all of the differences in specifications between the specified product and the alternate products and sketches or blueprints to scale sufficiently accurate, complete, and detailed as to enable PSTA to make a complete determination of the quality of the alternate. Failure to submit this information in full will constitute basis for determination by PSTA that the alternate submitted is not equal to the product specified as a standard.

4.19 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.

4.20 CONTRACT

Upon award, Bidder agrees to the Purchase Order Terms and Conditions set forth in Section 5.

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.

SECTION 6: ATTACHMENTS



ATTACHMENT 1
ACKNOWLEDGEMENT OF ADDENDUM
(Return 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
(Return 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 #: _____

Contractor Federal I.D. #: _____

Company Contact Email: _____

Age of the Firm (years): _____

Annual Gross Receipts (\$): _____

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

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
 (Return with Bid Submittal)

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

The quantities shown on the Bid form are strictly estimates for evaluation purposes only.

NOTE: Prices shall include the fabric used to reupholster inserts.

Description	Estimated Qty.	Year 1		Year 2		Year 3	
		Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
Reupholster Seat Back	640						
Reupholster Seat Bottom	640						
Replacement Seat Back							
Replacement Seat Bottom							
Upholster of Replacement Seat Back							
Upholster of Replacement Seat Bottom							
Shipping for 52 Inserts (29' Bus)							
Shipping for 64 Inserts (35' Bus)							
Shipping for 80 Inserts (40' Bus)							

Turn Around Time for Completion of Work (in days): _____

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
(Return 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 CONTRACTOR REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS
(Return with Bid submittal)

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 Individual's Name (Print)

Authorized Signature

Date

Title

State of _____ County of _____

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

Name of Person Acknowledging

{NOTARY SEAL}

Signature of Notary Public

Name of Notary Typed, Printed, or Stamped

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____



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

 Company Name

 Authorized Individual's Name (Print)

 Authorized Signature

 Date

 Title



ATTACHMENT 7
E-VERIFY AFFIDAVIT
(Return with Bid submittal)

Contract #: IFB # 17-064B

Project Description: Bus Seat Insert Reupholstery

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 Contractor 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 8
DRUG FREE WORKPLACE PROGRAM
(Return 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 manufacture, 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



ATTACHMENT 9
CONTRACTOR'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: _____

Bidders are required to submit a minimum of four (4) references.



ATTACHMENT 10
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 # 17-064B 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 "Contractors 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 Contractors List for the Pinellas Suncoast Transit Authority.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

EXHIBIT A: PHOTOGRAPHS

