



**PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)
ST. PETERSBURG, FLORIDA
SOLICITATION, OFFER AND AWARD FORM**

REQUEST FOR QUALIFICATIONS

1. SOLICITATION #: IFB-980074	4. BRIEF DESCRIPTION: Wheelchair Ramp Assemblies
2. ISSUE DATE: 3/6/2018	
3. FOR INFORMATION CONTACT: NAME: Eric Haubner, Purchasing Agent PHONE: 727-540-1862 FAX: 727-540-0681 E-MAIL: ehaubner@psta.net	

5. CONFERENCE: (See Exhibit C for more information.)

LOCATION: 3201 Scherer Drive **DATE AND TIME:** 3/13/2018, 10:00 a.m., Eastern Standard Time
St. Petersburg, FL 33716

6. SUBMIT OFFER TO THE FOLLOWING ADDRESS: Pinellas Suncoast Transit Authority (PSTA) Attn: Procurement Department IFB-980074 3201 Scherer Drive St. Petersburg, FL 33716	7. OFFER SUBMISSION DUE DATE AND TIME: 4/5/2018, 2:00 p.m., Eastern Standard Time
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8. SUBMIT WITH OFFER: One (1) Original Offer, Zero (0) copies and One (1) electronic copy (Flash Drive or CD) including the exhibits and attachments listed on Page 2 of this form.

9. Offers will not be publicly opened.

10. FIRM OFFER PERIOD: Offers shall remain firm for a period of 120 calendar days from the date specified in Block 7, above.

11. This solicitation and any resulting contract, respectively, consists of this Form and the exhibits and documents designated on Page 2 of this form.

OFFER

(To be completed by Offeror)

12. DISCOUNT FOR PROMPT PAYMENT: _____%, _____ Calendar Days (Please refer to Invoice and Payment clauses in Exhibit D)

13. If this offer is accepted within the period specified in Block 10, above, the offeror agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the solicitation.

14. ACKNOWLEDGEMENT OF AMENDMENTS: The offeror acknowledges receipt of the following solicitation amendments (write in all amendment numbers and amendment dates.

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

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

AWARD

(To be completed by PSTA)

18. Offeror is a: DBE: Yes No SBE: Yes No

19. DBE: There are no DBE goals assigned to this solicitation.

20. ACCEPTED AS TO:	21. TOTAL AMOUNT OF AWARD:	22. CONTRACT NUMBER:

23. PSTA'S CONTRACTING OFFICER'S SIGNATURE & CONTRACT AWARD DATE:

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

NAME	FORM DESCRIPTION	FORM #	SUBMIT WITH OFFER
Cover Sheet	Solicitation, Offer and Award Form	CS-01	YES
Exhibit A	Representations and Certifications	A-02	YES
Exhibit B	Special Solicitation Instructions and Conditions	B-01	
Exhibit C	Solicitation Instructions and Conditions	C-06	
Exhibit D	Special Provisions	D-01	
Exhibit E	Addendum to General Provisions	E-01	
Exhibit F	General Provisions		
Exhibit G	Disadvantaged Business Enterprise Provisions		YES
Exhibit H	Statement of Work		
Exhibit K	Contract		
	Offeror's Proposal		YES

SCHEDULE

CAUTION: A false statement in any offer submitted to PSTA may be a criminal OFFENSE.

NOTE: For Invitations for Bids the terms "Offer" and "Offeror" shall mean "Bid" and "Bidder", respectively; and for Request for Proposals the terms "Bid" and "Bidder" shall mean "Offer" and "Offeror", respectively, in this solicitation and any associated exhibits.

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

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

BASE TERM

Line Item	Description	QTY (a)	UOM (b)	Unit Cost (c)	Extended Cost (d)
1	Brand: Ricon Model: FR2G01-001H00 Serial #: 00009175 Mfg. Part #: 17-50718CRYXBLKB	5	Each		
2	Brand: Lift-U Model: LU18 (Original Model: LU11-08-04) Serial #: 5544-002 Mfg. Part #: 17-65862CCYXX30B0	20	Each		
TOTAL ->(d)					

TOTAL PRICE OFFER

TOTAL PRICE OFFER --->

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

SIGNATURE & DATE:

(Name & Title)

(Signature of Offeror's Representative) Date

(Offeror's Name)

EXHIBIT A
REPRESENTATIONS AND CERTIFICATIONS
(LOCALLY ASSISTED SUPPLY/SERVICE CONTRACT)

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

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REPRESENTATIONS

1. Contingent Fee

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

has has not

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

has has not

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

2. Covenant Against Gratuities

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

3. Parent Company and Identifying Data

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

is is not

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

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

[Empty box for Employer's Identification Number]

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

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

[Empty box for parent company name and address]

PARENT COMPANY'S EMPLOYER'S IDENTIFICATION #:

[Empty box for parent company's Employer's Identification Number]

4. Type of Business

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

- an individual
- a sole proprietorship
- a partnership
- a corporation
- another entity _____.

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

[Empty box for State of incorporation]

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

(d) Previous year's annual gross receipts:

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

CERTIFICATIONS

5. Certification of Independent Price Determination

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

- (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening (in the case of an advertised procurement) or prior to award (in the case of a negotiated procurement), directly or indirectly to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person signing this offer certifies that:

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

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

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

(1) The bidder certifies to the best of its knowledge and belief that it and its principals:

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

(ii) have not within a three-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

7. Certification of Restrictions on 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 PSTA 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

will immediately report the lobbying activity to the Authority's Chief Executive Officer.

8. Conflict of Interest Certification

By submission of this offer, I certify that:

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

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

(c) Mark one with an "X":

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

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

9. Non-Discrimination Assurance

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

10. Disadvantaged Business Enterprise Goals

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

11. Execution of Contract

Upon award of this solicitation by PSTA's Board of Directors, the Bidder agrees to execute the contract attached as Exhibit K.

SIGNATURE BLOCK FOR ALL REPRESENTATIONS & CERTIFICATIONS

NAME OF BIDDER & ADDRESS (INCLUDE ZIP & PHONE)

Signature:

TYPE NAME:

DATE:

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

EXHIBIT B
SPECIAL SOLICITATION INSTRUCTIONS and CONDITIONS

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1. Introduction and Purpose of Solicitation

Pinellas Suncoast Transit Authority (PSTA or the Authority) is an independent special district created by special act of the Legislature in 1984, merging the St. Petersburg Municipal Transit System and the Central Pinellas Transit Authority to provide Pinellas County with a cohesive public transit system. A fleet of 210 buses and 16 trolleys serve 38 fixed routes throughout Pinellas County.

Pinellas County is 280 square miles with approximately 954,569 residents (2010 Census). Pinellas County is located along the west coast of Florida and includes a corridor of smaller beach communities along the Gulf of Mexico. Pinellas County is the second smallest county in the state of Florida; however, it is the most densely populated county in the state and is nearly three times more densely populated than the next closest county.

The Authority serves most of the unincorporated area and 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, PSTA's vehicles traveled a total of 9.1 million revenue miles, providing approximately 611,000 hours of service, and 12.4 million passenger trips.

2. Basis for Award

a) Multiple contract awards may be made.

b) **Detailed Description of Supplies/Services Not in Schedule.**

Item descriptions in the Schedule are not intended as complete descriptions of the required supplies and/or services to be purchased under this solicitation. Complete descriptions are located in the Specifications, Exhibit H of this solicitation document.

c) **Right to Reject Materially Unbalanced Offers.**

The Authority reserves the right to reject offers that are materially unbalanced, i.e., that contain unreasonably high unit prices.

3. Examination of Bid Documents

The Authority shall have the right to examine and review the Contractor's estimating documents used in preparing its bid as a reference to aid in the Authority's evaluation of bids. Within two (2) days of the Contracting Officers request, the bidder shall make available for inspection its estimating documents used in preparation of its bid. Estimating documents shall include all of the following:

- (1) clearly itemized estimated costs of performing the work,
- (2) easy identification of design vs. construction costs,
- (3) assumptions used to determine crew sizes and productivity rates, any quotations received from subcontractors, or suppliers, memoranda, narratives, and reports used to develop the price,
- (4) a breakdown of costs into categories such as direct labor, equipment, materials and supplies
- (5) overhead rates for the prime contractor and each subcontractor,
- (6) fee allocated to each subcontractor,
- (7) contingency and risk allocations, and
- (8) all other significant assumptions or factors used to develop the price.

4. Evaluation and Basis for Award

- a) Multiple contract awards may be made.
- b) Estimated Quantities. The quantities specified in the Schedule are estimates only, and are to be used as a basis for determining award of the contract and are not hereby purchased.

EXHIBIT C
SOLICITATION INSTRUCTIONS AND CONDITIONS

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1. Preparation of Offers

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

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

(c) Pricing for the goods or services offered shall be provided by bidders in the format required by the Authority. Where goods are being offered, the prices offered shall include packing unless otherwise specified. In case of any discrepancy between a unit price and any extended or total price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for property or services other than those specified in the Schedule will not be considered.

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

(f) Bidders are responsible for all costs and expenses incurred preparing and submitting its bid, and participating in the solicitation process. PSTA shall not be responsible to any Bidder for such costs.

2. Confidential Data

Each Bidder shall clearly mark each page of the bid that contains trade secrets or other confidential commercial or financial information which the bidder believes is exempt from disclosure under Chapter 119, Florida Statutes. If a Bidder fails to clearly mark such information, or marks its entire bid as a confidential trade secret, the Authority will be under no obligation to treat such information as confidential or exempt under Chapter 119, Florida Statutes. Evaluation

and disclosure of information marked according to the requirements of this section will be determined by the Authority in accordance with the Florida laws, rules and regulations.

3. Explanation to Bidders

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

4. Procurement Confidentiality, Cone of Silence

Bidders are cautioned that until this solicitation is either awarded or cancelled, they may have contact only with the Purchasing Agent identified in block 3 of the solicitation Offer and Award Form (CS-01), Offer and Award Form. Discussions or communications regarding this solicitation with any other personnel associated in any capacity with the Authority, its consultants, contractors or members of its Board of Directors, are strictly prohibited, unless otherwise approved in writing by the Contracting Officer.

5. Pre-Bid Conference and Questions Concerning the Solicitation

(a) A pre-bid conference may be held for all interested parties to discuss the solicitation requirements.

(b) Questions and requests for clarification relating to this solicitation, shall be submitted in writing, to the contact person identified in Block 3 of the Solicitation Offer and Award form by mail, facsimile or commercial courier, at least three (3) working days in advance of the scheduled conference to allow sufficient time for responses to be considered and prepared by the Authority. Questions concerning this solicitation that are not addressed at the conference, if one is held, shall be submitted in writing no later than five (5) working days in advance of the bid submission due date and time.

6. Acknowledgment of Amendments to Request for Bids

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

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

7. Submission of Offers

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

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

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

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

8. Late Submissions.

Any offer received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is the only offer received and is received on the date specified for receipt of offers.

(a) The only acceptable evidence to establish:

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

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

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

9. Authority-Furnished Property

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

10. Discounts

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

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

11. Disadvantaged Business Enterprise (DBE) Participation

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

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

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

12. Award of Contract

(a) The contract(s) for this solicitation will be awarded by PSTA's Board of Directors to the responsible, responsive Bidder(s) selected as the most highly qualified. Award of the contract will only be made to the Bidder(s) which, in PSTA's sole and absolute discretion, is responsive in all respects to the requirements of this solicitation, and is determined to be a responsible Bidder. In order to be considered for award, the Bidder must affirm and declare by submitting its bid that:

- (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 solicitation.
- (c) The Bidder presently has the necessary facilities, financial resources and licenses to complete the required services 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 its bid or the contract proposed to be entered into.
- (e) The Bidder is not in arrears to the Authority upon debt or contract and is not defaulting as surety or otherwise, upon any obligation to the Authority.
- (f) The Bidder does not consist of any member, officer, or employee of PSTA or former member, officer, or employee which such positions at PSTA within the past two years.
- (g) 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.
- (h) The Bidder is not on the Comptroller General's list of ineligible providers.

13. Rights of PSTA in Solicitation 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 the services described in this solicitation. In addition to any rights conveyed by Florida law, PSTA specifically reserves the right to:

- (a) Disqualify any Bidder in accordance with the information contained in this solicitation
- (b) Reject any or all of the bids, in its sole and absolute discretion
- (c) Remedy errors in the solicitation documents
- (d) Cancel the entire solicitation
- (e) Issue subsequent solicitation(s) for the same or similar services
- (f) Rank firms and negotiate with the highest ranking firms
- (g) Select the bid(s) it believes will serve the best interest of PSTA
- (h) Appoint evaluation committees to review bids
- (i) Seek the assistance of outside technical experts to review bids
- (j) Approve or disapprove the use of particular subcontractors and suppliers
- (k) Establish a short list of Bidders eligible for discussions after review of written bids
- (l) Solicit best and final offers (BAFO) as part of its negotiations with the Bidders
- (m) Determine whether or not a Bidder is a responsible Bidder
- (n) Reject any part of a bid
- (o) Negotiate with any, all, or none of the Bidders
- (p) Award a contract to one or more Bidders
- (q) Accept other than the lowest priced bid
- (r) Request any necessary clarifications or bid data without changing the terms
- (s) Disqualify Bidder(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder(s)
- (t) Waive any informalities or irregularities in any bid, to the extent permitted by law

The issuance of this solicitation does not bind or commit PSTA to enter into a contract with any of the Bidders and does not create any property interest or expectation of any award.

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

A written award (or acceptance of offer) which is mailed, sent electronically, or otherwise furnished to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract on the terms and conditions set forth in this solicitation and all exhibits, including the Contract (Exhibit K) without further action by either party.

14. Cancellation of Solicitation

This solicitation may be cancelled by the Authority before or after receipt of bids in the sole discretion of the Authority.

15. Access to Records

- A) The Bidder agrees to provide PSTA or any authorized representatives access to any books, documents, papers and records of the Provider which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- B) The Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C) The Bidder agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Bidder agrees to maintain same until PSTA or any duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

16. Omission

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

17. Code of Ethics

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

18. Public Entity Crimes

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 on leases or real property to a public entity, may not be awarded or perform work as a bidder, supplier, subbidder, 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 287.0 17 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

19. Protest Procedures

Because portions of this project will be funded through a federal grant, the protest procedures found in 49 CFR§18.26(b)(9) will govern any protest of this solicitation

20. FTA Protest Procedures

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

EXHIBIT D
SPECIAL PROVISIONS

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1. Type of Contract

- (a) This is a fixed price indefinite quantity, indefinite delivery contract for the supplies and/or services specified elsewhere in the Contract Documents (as defined in Exhibit H. The quantities of supplies and services that will be needed are estimates only and are not any guaranty of any amount of work under the contract to be awarded.
- (b) Except for any limitations on quantities, which may be specified elsewhere in this contract, there is no limit on the number of orders that may be issued.
- (d) Orders issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Authority's rights and obligations with respect to that order, to the same extent as if the order were completed during the contract's effective period.

2. Term of Contract

The term of contract shall be for five (5) years from award of contract

3. Availability of Funds

Funds are not presently available for performance under this contract beyond the current fiscal year. The Authority's obligation for performance of this contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Authority for any payment may arise for performance under this contract beyond the current fiscal year, until the Contractor receives notice of availability of funds, in writing, from the Purchasing Agent.

4. Invoicing and Payment

- (a) The Contractor may offer a cash discount for prompt payment.
- (b) Invoices may be submitted once per month and shall conform to policies or regulations adopted from time to time by the Authority. Invoices shall be legible and shall contain, as a minimum, the following information: (1) the contract and order number (if any); (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any); (3) any discounts offered to the Authority under the terms of the contract; (4) evidence of the acceptance of the supplies or services by the Authority; (5) unique traceable invoice number(s); and (6) any other information necessary to demonstrate entitlement to payment under the terms of the contract. Failure to provide the above critical information may result in the rejection and return of the invoice for resubmission with complete data.
- (d) Invoices shall be paid in accordance with the Florida Prompt Payment Act, section 218.72 et. set., Florida Statutes, within forty five (45) days of the Authority's receipt of a proper invoice. To ensure timely processing of payments, all invoices must be sent to the attention of Accounts Payable at AccountsPayable@psta.net or by mail to the following address:

Pinellas Suncoast Transit Authority (PSTA)

Attn: Accounts Payable
3201 Scherer Drive
St. Petersburg, Florida 33716

(e) Progress payments will be allowed where a determination of work performed can be verified by PSTA's Project Manager and where the schedule extends beyond a two-week period. PSTA reserves the right to hold back all or part of payments due until any defective work is corrected or cured. This holdback shall not constitute a breach by PSTA. If defective work cannot be cured or Contractor refuses to cure defective work upon request by PSTA within a reasonable time as specified herein, PSTA may use the holdback payments as partial liquidated damages for cost and expenses to cure the defective work. However, PSTA has the right to seek additional damages beyond the holdback payments to cure defective work caused by the Contractor to the extent allowed by law.

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

5. Contract Identification Number

The Purchase Order number shall be clearly displayed on all correspondence, invoices and submittals.

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

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

1. No Obligation by the Federal Government

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

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

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

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

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

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

3. Access to Records

The following access to records requirements apply to this contract:

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

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

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

4. Federal Changes

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

5. Nondiscrimination

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

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

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

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity

Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

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

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

(ii) have not within a three-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

7. Access Requirements for Individuals with Disabilities

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

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

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

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

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

8. Clean Air and Water Act

(a) Definitions:

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

(b) The Contractor agrees:

- (1) To comply with all the requirement of Section 114 of the Clean Air Act (42 U.S.C. 7414) and Section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;
- (2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;
- (3) To use best effort to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and
- (4) To insert the substance of this clause into any nonexempt subcontract, including this paragraph (b)(4).

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

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

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

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

(d) Payrolls and Basic Records.

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

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

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

10. Disadvantaged Business Enterprise (DBE) Program

It is the policy of the Authority and the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have a level playing field and an opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.

11. Energy Policy and Conservation Act

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

12. Fly America Requirements

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

13. Notice of Federal Requirements

The Contractor is advised that Federal requirements applicable to this contract as set forth in federal law, regulations, policies, and related administrative practices will be incorporated by reference and are material to the terms and conditions of the contract pursuant to paragraph 16 below. The Contractor is further advised that such requirements may change during the performance of this contract and that any such changes shall be automatically incorporated and deemed to apply to this contract.

14. Officials Not to Benefit

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

15. Restrictions on Lobbying

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

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

16. Incorporation of Federal Transit Administration (FTA) Terms

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

17. Recycled Products

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

18. Buy America Provision

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

19. Government-Wide Debarment and Suspension

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

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

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

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

EXHIBIT F
GENERAL PROVISIONS
(SUPPLY CONTRACT)

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1. Definitions

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

(a) The term "the Authority" means the Pinellas Suncoast Transit Authority or PSTA; and the term "duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized in writing to act for the Authority.

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

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

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

2. Changes

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

notification of change unless the Contracting Officer grants a further period of time before the date of final payment under the contract.

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

3. Excusable Delays

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

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

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

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

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

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

4. Examination and Retention of Records

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

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

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

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

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

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

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

5. Compliance with Public Records Law

(a) If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's Duty to provide public records relating to this contract, contact the Custodian of Public Records at 727-540-1806, records@psta.net Pinellas Suncoast Transit Authority, ATTN; Public Records Dept, 3201 Scherer Drive, St. Petersburg, Florida 33716

(b) Contractor agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws, specifically to keep and maintain public records required by the public agency to perform the service.

(c) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(d) 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(e) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(f) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(g) If a contractor does not comply with the public agency's records request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(h) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

(i) (a) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

(j) The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

(k) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

(l) A notice complies with subparagraph (a)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(m) A contractor who complies with a public records request within 8 days after the notice is sent is not liable for the reasonable costs of enforcement.

6. Inspection

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

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

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

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

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

7. Notice of Labor Disputes

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

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

8. Licenses and Permits

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

9. Compliance with the Law

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

10. Federal, State, and Local Taxes

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

11. Prompt Payment

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

12. Publicity Releases

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

13. Interest of Public Officials

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

14. Civil Rights

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

(b) Equal Employment Opportunity.

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

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

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

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

15. Soliciting or Accepting Gifts

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

16. Government-Wide Debarment and Suspension

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

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

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

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

17. Prohibited Interest

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

18. Indemnification and Hold Harmless

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

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

19. Termination

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

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

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

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

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

20. Resolution of Contract Claims and Disputes

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

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

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

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

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

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

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

Pinellas Suncoast Transit Authority
 Attention: Chief Executive Officer
 3201 Scherer Drive
 St. Petersburg, Florida 33716

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

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

- (1) the Formal Written Claim or Dispute shall be titled "Formal Written Contract Claim or Dispute";
 - (2) name and address of the contractor;
 - (3) name of the attorney and firm representing contractor, if any;
 - (4) identification of the solicitation;
 - (5) reason(s) for the claim or dispute;
 - (6) requested relief;
 - (7) the claim or dispute must demonstrate how the contractor has been aggrieved as a result of the Authority's decision and shall include the facts, argument(s), and the law upon which the claim or dispute is made;
 - (8) documents to substantiate the basis or ground for the claim or dispute.
- (i) No further consideration. Any documents, basis or ground(s) for the claim or dispute not set forth or provided in the formal written contract claim or dispute required under this provision shall be deemed waived.
- (j) Written determination. The Contracting Officer shall issue a decision in writing within ten (10) days of the hearing of Claim or Dispute and shall mail to the contractor. The decision shall state the reasons for the decision reached.
- (k) Administrative Remedies. This process is considered to be an administrative remedy and all contractors agree to exhaust their administrative remedies under the Authority policies prior to seeking judicial relief of any type in connection with any matter related to the suspension or debarment.

21. Appeal of Contract Claims or Disputes

- (a) Appeal. The Contracting Officer's decision shall be final and conclusive unless within five (5) days of receipt of the decision the contractor delivers a written appeal to the CEO or CEO's designee.
- (b) Requirements of the Appeal. The Formal Written Appeal of the Claim or Dispute shall include at a minimum:
- (1) the Formal Written Appeal shall be titled "Formal Written Appeal of the Contract Claim or Dispute";
 - (2) name and address of the contractor;
 - (3) name of the attorney and firm representing contractor, if any;
 - (4) identification of the solicitation;
 - (5) reason(s) for the appeal;
 - (6) requested relief;
 - (7) the Appeal of the claim or dispute must demonstrate how the contractor has been aggrieved as a result of the Authority's decision and shall include the facts, argument(s), and the law upon which the appeal is made; and
 - (8) documents to substantiate the basis or ground for the claim or dispute.
- (c) Delivery of Appeal. Notice of Appeal of a Claim or Dispute under this Subsection shall be sent via hand delivery or certified mail. **Electronic forms of delivery are not an acceptable means of delivery.** The claimant is solely responsible for verifying that the written protest was received in a timely manner. Written protests should be addressed to:

Pinellas Suncoast Transit Authority
Attention: Chief Executive Officer
3201 Scherer Drive
St. Petersburg, Florida 33716

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

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

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

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

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

22. Mediation and Arbitration

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

(b) If arbitration is elected, the arbitrator's reasoned opinion shall be in writing, separately and specifically stating the findings of fact and conclusions of law on which the decision is based, and shall be rendered within ninety (90) days following selection of the arbitrator unless the parties mutually agree to extend said time. Each party shall be entitled to reasonable discovery in accordance with the Federal Rules of discovery. Only damages allowed pursuant to the contract may be awarded and the arbitrator shall have no authority to award treble, exemplary or punitive damages of any type under any circumstances regardless of whether such damages may be available under Florida law. The decision of the arbitrator shall be final and non-appealable. Any expenses incurred in connection with hiring the arbitrator and the administrative costs of the arbitration shall be shared and paid equally between the parties. If the parties do not agree to mediate or arbitrate the disputes, the parties may avail themselves of any other action available by law.

23. Assignment

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

24. Order of Precedence

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

25. Governing Law

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

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

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

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

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

PSTA's DBE Goal is 9.78%.

1. DBE Goal

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

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

2. Banks and Financial Institutions

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

3. Directory of DBE's

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

4. Submission of Subcontractor Utilization Forms and Related Documentation

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

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

PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)
ST. PETERSBURG, FLORIDA

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

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

Project Name: _____ PSTA Solicitation # _____

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

The bidder does not intend to subcontract on this contract.

Name of bidder/bidder's firm: _____

Print Name/Title of Person completing this form: _____

Signature _____ Date _____

Email _____ Phone _____

PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)
ST. PETERSBURG, FLORIDA
EXHIBIT H
STATEMENT OF WORK

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1. OVERVIEW

The purpose of this Invitation for Bid (IFB) is to secure firm, fixed pricing to purchase an estimated twenty-five (25) transit bus wheelchair ramps for Gillig buses.

PSTA is seeking Bids on either one or both of the below brand and model systems or approved equals. Bidders may provide pricing for either one or both of the brands listed.

- A. Brand: Ricon
Model: FR2G01-001H00
Serial #: 00009175
Mfg. Part #: 17-50718CRYXBLKB
Est. Quantity: 5
- B. Brand: Lift-U
Model: LU18 (Original Model: LU11-08-04)
Serial #: 5544-002
Mfg. Part #: 17-65862CCYXX30B0
Est. Quantity: 20

All equipment shall be in accordance and comply with the latest editions of all applicable regulations in effect which shall include but not be limited to 49 CFR, Part 38—American With Disabilities Act (ADA) Accessibility Specifications For Transportation Vehicles and the Federal Motor Vehicle Safety Standards.

2. ESTIMATED USAGE

- A. Any quantities listed herein are for bidding purposes only and represent PSTA's estimated requirements. PSTA will neither be obligated nor restricted to the quantities listed herein.
- B. PSTA shall order on an as needed basis.

3. APPROVED EQUALS

The Bidder may submit an equivalent product to those specified. The Bidder must supply the following information by the due date for Questions and Clarifications as stated in the Planned Procurement Schedule for consideration of an approved equal.

- A. Specification sheet detailing the assembly/system. (Cut Sheets)
- B. Documented study by independent third party lab or testing facility showing the usage of the part or parts in other major transit companies, under the same conditions that would be found in Florida; with regards to heat, humidity and the stress of stop and go driving.

4. DELIVERY and PACKAGING

The Bidder shall:

- Pack and mark the shipment to clearly indicate PSTA order;
- Prepare the shipment in conformance with carrier requirements;
- Prepare and distribute commercial bills of lading;
- 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;
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- All freight pickup, delivery, handling costs shall be the responsibility of the Bidder including warranty replacements and reflected in their response to this IFB.
- All delivery shall be FOB Destination.

Delivered items shall not be considered "accepted" until a designated PSTA representative has, by inspection or test of such 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 or manufacturer performance standards.

5. WARRANTY

The successful Bidder shall furnish factory/manufacturer warranty on all items furnished hereunder against defect in materials and/or workmanship. The factory/manufacturer warranty shall become effective on the date of installation by PSTA. 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.

Bidders shall provide a description of the manufacturer's warranty with their bid submission.