

INVITATION FOR BID
BID #10 – 003B
TRANSIT BUS TIRE LEASE

PINELLAS SUNCOAST TRANSIT AUTHORITY
PURCHASING DIVISION
3201 SCHERER DRIVE
ST. PETERSBURG, FL. 33716
Ph. (727) 540-1800
Fax (727) 540-0681
Web-site www.psta.net

PINELLAS SUNCOAST TRANSIT AUTHORITY**PURCHASING DIVISION
3201 SCHERER DRIVE
ST. PETERSBURG, FL. 33716****LEGAL NOTICE
INVITATION FOR BID****BID # 10-003B
TRANSIT BUS TIRE LEASE**

Sealed bids are hereby requested by the PINELLAS SUNCOAST TRANSIT AUTHORITY, 3201 Scherer Drive, St. Petersburg, Florida 33716 to be received until 2:00 p.m., on Local Time on Thursday, March 25, 2010. There will be no Pre-Bid Meeting for this IFB. Requests for clarification and/or questions concerning the issued document shall be directed to John W. Lamprecht at (727) 540-1800 or Fax (727) 540-0681 and e-mail jlamprecht@psta.net. All submittal questions concerning this Invitation for Bid are due on Wednesday, March 10, 2010 by 3:00 Local Time. This will be the only notice rendered for this procurement. Bid Documents can be obtained at the PSTA Administrative Building, above address, during the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday or PSTA's web-site: www.psta.net. In accordance with Title VI of the Civil Rights Act of 1964, PSTA notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit a bid in response to this request and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award.

PINELLAS SUNCOAST TRANSIT AUTHORITY

PINELLAS SUNCOAST TRANSIT AUTHORITY

INVITATION FOR BID
IFB #10-003B
TRANSIT BUS TIRE LEASE

DATE: MARCH 1, 2010

SUBMIT BID TO:

PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA) PHONE NUMBER: (727) 540-1800
PURCHASING DIVISION

ATTN: BID #10-003B

FAX NUMBER: (727) 540-0681

3201 SCHERER DRIVE

ST. PETERSBURG, FL 33716

TAX # 85-8012617996C-4

BID SUBMITTAL IS DUE: THURSDAY, March 25, 2010 at 2:00 P.M. LOCAL TIME AND MAY NOT BE WITHDRAWN FOR 90 DAYS AFTER SUCH DATE AND TIME.

NON-MANATORY PRE-BID MEETING: THERE WILL BE NO PRE-BID MEETING FOR THIS IFB.

DEADLINE FOR ANY WRITTEN QUESTIONS: WEDNESDAY, MARCH 10, 2010, BY 3:00 P.M., LOCAL TIME

CONTACT PERSON: JOHN W. LAMPRECHT

EMAIL ADDRESS: jlamprecht@psta.net

PHONE: (727) 540-1894

FAX: (727) 540-0681

NUMBER OF COPIES REQUIRED: One (1) Original and Four Copies (4)

LABEL THE OUTSIDE OF YOUR BID PACKAGE WITH THE BID #, TITLE, OPENING DATE, AND TIME

PLEASE NOTE:

FROM TIME TO TIME, ADDENDA MAY BE ISSUED TO THE INVITATION FOR BID (IFB). ANY SUCH ADDENDA WILL BE POSTED ON PINELLAS SUNCOAST TRANSIT AUTHORITY PSTA WEB SITE, WWW.PSTA.NET, FROM WHICH YOU OBTAINED THIS IFB. BEFORE SUBMITTING YOUR BID YOU SHOULD CHECK OUR WEB SITE TO DOWNLOAD ANY ADDENDA THAT MAY HAVE BEEN ISSUED. PLEASE REMEMBER TO SIGN AND RETURN ADDENDUM ACKNOWLEDGEMENT FORM SECTION "G" WITH COMPLETE BID PACKAGE.

SECTION "A"
GENERAL CONDITIONS

SEALED BIDS: All bid sheets and the original forms must be executed and submitted in a sealed envelope with your bid. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) Bid prices not submitted on attached bid price sheets when required shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **CONTRACT DOCUMENTS:** Any contract resulting from this solicitation shall include the following which are incorporated herein: General Conditions, Special Conditions, Specifications, Contractor References, Bid Form, Offer & Award, Addendum Acknowledgement Form and Appendices.

2. **PREPARATION OF BIDS:** Bids must be received by Pinellas Suncoast Transit Authority (PSTA) before the specified time and date and will be prepared in accordance with the following:
 - A. Our enclosed Bid Form is to be used in submitting your bid.
 - B. All information required by the Bid Form shall be furnished. The bidder shall print or type his/her name and manually sign the schedule and each continuation sheet on which an entry is made.
 - C. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
 - D. Alternate bids will not be considered unless authorized by the Invitation For Bid.
 - E. Proposed delivery time must be shown and shall include Sundays and holidays.
 - F. PSTA does not pay Federal, Sales or State Tax. See Tax exemption number above. A Tax Exempt Certificate is available upon request.
 - G. Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
 - H. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of PSTA or the compensation to the vendor.
 - I. Bidders are advised that all PSTA Agreement/Purchase Orders are subject to all legal requirements provided for in the PSTA Purchasing Policy and State and Federal Statutes.
 - J. If no request for clarification is submitted by bidder, all conditions and requirements contained within are accepted and understood by bidder.

3. **DESCRIPTION OF SUPPLIES:**
 - A. Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. **SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE.** Bids will be considered for any brand which meets the quality of the specifications listed for any items.
 - B. Bidders are required to state exactly what they intend to furnish; otherwise, they shall be required to furnish the items as specified.
 - C. Bidders will submit, with their Bid Form, data necessary to evaluate and determine the quality of the Item(s) they are bidding.
 - D. Quantities are only estimates. PSTA has the right to change or modify the number required. PSTA has the right to award any quantities.

4. **SUBMISSION OF BIDS:**
 - A. Bids and modifications thereto shall be enclosed in sealed envelopes and addressed to the Purchasing Division, PSTA the name and address of the bidder, the date and hour of the bid opening, bid number, bid title, and the material or service to which the bid applies shall be placed on the outside of the envelope.

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

5. REJECTION OF BIDS:

- A. PSTA may reject a bid if:
 - 1) The bidder misstates or conceals any material fact in the bid; or if,
 - 2) The bid does not strictly conform to the law or requirements of the bid; or if,
 - 3) The bid is conditional, except that the bidder may qualify his/her bid for acceptance by PSTA on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- B. PSTA may, however, reject all bids, with or without cause, whenever it is deemed in the best interest of PSTA to do so, and may reject any part of a bid unless the bid has been qualified as provided. PSTA may also waive any minor informalities or irregularities in any bid. PSTA, in its sole discretion, will determine whether or not a bidder is a responsible bidder.
- C. Any and all discussions concerning this bid with any PSTA employee will result in bid rejection.
- D. In the event of default by the successful bidder, PSTA reserves the right to go to the next low bidder as the new awardee. The next low bidder shall provide the bid items at the prices as contained on their bid form.

6. WITHDRAWAL OF BIDS:

- A. Bids may not be withdrawn after the time set for the bid opening for a period of time as specified.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing and be signed by the individual submitting the bid.

7. LATE BIDS OR MODIFICATIONS:

- A. Bids and modifications received after the time set for the bid opening will not be considered.
- B. Modifications in writing received prior to the time set for the bid opening will be accepted.

8. DISCOUNTS:

- A. Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

- 9. PUBLIC REVIEW AT BID OPENING:** Bids will be opened immediately after the bid submittal date and time by Pinellas Suncoast Transit Authority, Purchasing Division, 3201 Scherer Drive, St. Petersburg, FL 33716. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.07(3)(m), all bids submitted shall be subject to review as public records 10 days from opening, or earlier if an intended decision is reached before the ten day period expires.

- 10. QUALIFICATIONS FOR AWARD:** Award of this contract shall be made to the bidder who is responsive in all respects to these procurement requirements, and where the bidder is determined to be a responsible bidder, which determination shall be made solely at the discretion of PSTA.

The bidder affirms and declares:

- A. The bidder has the capacity to do business within Pinellas County and the State of Florida.
- B. The bidder has the capacity to assure completion of the required services within the time specified under this contract.

- C. The bidder presently has necessary facilities, financial resources and licenses to complete the contract in a satisfactory manner and within the required time.
- D. The bidder is of lawful age and that no other person, firm or corporation has any interest in this bid or the contract proposed to be entered into.
- E. The bidder is not in arrears to PSTA upon debt or contract and is not defaulting as surety or otherwise, upon any obligation to PSTA.
- F. No member, officer, or employee of PSTA or of the locality during his/her tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- G. To be "qualified" by PSTA, the 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 contractors

11. AWARD OF CONTRACT:

- A. The contract will be awarded to the bidder whose bid, conforming to the IFB, is most advantageous to PSTA, price and other factors considered. PSTA shall have the sole discretion to determine which bidder shall be awarded the contract. Nothing contained in the bid documents is intended or does create an entitlement or property interest in the award of contract to the low bidder. The low bidder is not entitled to the award of the contract.
- B. PSTA reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations.
- C. PSTA reserves the right to utilize any applicable state or county contracts in lieu of or in addition to this bid.
- D. Any agreement/purchase order resulting from this bid will be subject to the applicable terms and conditions of a financial assistance contract between PSTA, the U.S. Department of Transportation and the Florida Department of Transportation.
- E. A written award of acceptance (Purchase Order), mailed, faxed, e-mailed or otherwise furnished to the successful bidder, shall result in a binding contract without further action by either party.

12. CONDITIONS OF MATERIALS AND PACKAGING: All items furnished must be new and free from defects. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and price bid shall include standard commercial packaging.

13. DELIVERY/CLAIMS: Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location. Actual delivery address shall be identified at time of order. Contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

14. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS: Contractor(s) shall comply with all local, state and federal directives, orders and laws as applicable to this bid and subsequent contracts(s) including but not limited to:

- A. **Equal Employment Opportunity:** In implementing the Project, the Contractor may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. 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.
- B. **Recycled Products:** Recovered Materials – The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

- C. **Energy Conservation Requirements:** The Contractor agrees to comply with all of the mandatory standards and policies relating to energy efficiency that are contained in the respective State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act.
- D. **Environmental Protection:** The Contractor agrees to comply with the requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §4321 et seq. consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. §4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); the Council on Environmental Quality regulations, 40 CFR Part 1500 et seq.; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," at 23 CFR Part 771 and 49 CFR Part 622.
- E. **Title VI Civil Rights Act of 1964**, during the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:
- 1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - 2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - 3) **Solicitations for Subcontracts:** Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
 - 4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directive issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PSTA or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to PSTA, or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
 - 5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Authority shall impose such contract sanctions as it or FTA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or cancellation, termination or suspension of the contract, in whole or in part;
 - b. Incorporation of Provisions. The Contractor shall include all provisions of this clause in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as PSTA or FTA may direct as a means of enforcing such revisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may

request PSTA, and in addition, the United States to enter into such litigation to protect the interests of PSTA or the United States.

- F. **Access Requirements for Individuals with Disabilities:** The Contractor under this Project 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:
- 1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
 - 2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or benefiting from Federal Financial Assistance," 49 CFR Part 27;
 - 3) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;
 - 4) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
 - 5) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
 - 6) General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 CFR Part 101-19;
 - 7) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act." 29 CFR Part 1630;
 - 8) 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
 - 9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.
- G. **Program Fraud and False or Fraudulent Statements or Related Acts:**
- 1) 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 CFR 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 may make, or causes to be made, pertaining to this 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.
 - 2) 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. § 101 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
 - 3) 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 provision.

- H. **Government Debarment and Suspension and Other Responsibility Matters:** This IFB 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. 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. By signing and submitting its bid, the bidder certifies as follows:
The certification in this clause is a material representation of fact relied upon by PSTA. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to remedies available to PSTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- I. **State and Local Law Disclaimer:** The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State Law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.
- J. **Disadvantaged Business Enterprise (DBE):** The Contractor, Subrecipient, or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (contract or agreement). The requirements of 49 CFR Part 26 and the recipient's U.S. DOT-approved Disadvantaged Business Enterprise (DBE) program are incorporated in this (contract or agreement) by reference. In connection with the performance of this contract, the contractor will cooperate with PSTA in meeting its DBE goal and shall have the maximum practical opportunity to compete for subcontract work under this contract. The current PSTA DBE goal is 7.6%. It is the policy of PSTA that DBE's shall have the maximum practicable opportunity to participate in PSTA contracts. In order to insure that a fair proportion of the purchases and contracts are placed with DBE's, the bidder agrees to take affirmative action to the greatest extent practicable including good faith effort to identify qualified DBE firms for supplies and services to this bid. Failure by the Contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of the contract, agreement or Purchase Order, which may result in the termination of this (contract or agreement) or such other remedy as PSTA deems appropriate.
- K. **Buy America Requirements:** The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR, Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases currently less than \$100,000 made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 45 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. A bidder must submit to PSTA the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.
- L. **Fly America:** The Contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any person involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag carriers to the extent services by U.S.-flag carriers is available, consistent with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974f. As amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations "Use of United States Flag Air Carriers." 41 CFR §§ 301.131 through 301.143.

- M. **Cargo Preference Requirements:** The Contractor agrees:
- 1) To use privately owned United States–Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
 - 2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the U.S., legible copy of a rated, “on-board” commercial bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590 and to PSTA (through the Contractor in the case of a subcontractor’s bill-of-lading.)
 - 3) To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.
- N. **Clean Water Requirements:**
- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to PSTA and understands and agrees that PSTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
 - 2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or part with Federal assistance provided by FTA.
- O. **Clean Air:**
- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air act, as amended 42 U.S.C. §§ 7401 ET seq. The Contractor agrees to report each violation to PSTA and understands and agrees that PSTA will, in turn report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
 - 2) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- P. **No Government Obligation to Third Parties:**
- 1) PSTA and 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 PSTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
 - 2) 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.
- Q. **Federal Changes:** 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 Agreement (Form FTA MA (2) dated October, 1995) between PSTA 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.

- R. **Privacy Act:** The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:
- 1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
 - 2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.
- S. **Breaches and Dispute Resolution:**
- Disputes** – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of PSTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnished a written appeal to the Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.
- Performance During Dispute** – Unless otherwise directed by PSTA. Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- Claims for Damages** – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- Remedies** – Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between PSTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction with PSTA in which PSTA is located.
- Rights and Remedies** – The duties and obligations imposed by the Contract Documents and the right and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by PSTA, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.
- T. **Incorporation of Federal Transit Administration (FTA) Terms:** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.IF, dated November 1, 2008 and 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 Agreement. 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.
- U. **Notification of Federal Participation:** In the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the Contractor agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract.

- V. **Access to Records:** The following access to records requirements apply to this Contract:
- 1) The Contractor agrees to provide PSTA, 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. The Contractor also agrees, pursuant to 49 CFR 663.17 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.
 - 2) Where PSTA enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 19.48, Contractor agrees to provide PSTA, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
 - 3) Where PSTA is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)(1) through other than competitive bidding, the Contractor shall make available records related to the contract to PSTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
 - 4) 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.
 - 5) 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 the Contractor agrees to maintain same until PSTA, 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).
 - 6) FTA does not require the inclusion of these requirements in subcontracts.
15. **COLLUSION:** The bidder, by affixing his signature to the Bid Form, agrees to the following; "Bidder certifies that his bid is made without previous understanding, agreement, or connections with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."
16. **SERVICE AND WARRANTY:** Unless otherwise specified the bidder shall declare any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.
17. **INVOICING/ PAYMENT:** Charges rendered by Contractor to PSTA to be due and payable on terms of Net 45 days after proper and complete billing is received by PSTA. The invoice shall include as a minimum: PO Number, description, service, dates, state exempt certification number and total invoice amount.
18. **LEGAL REGULATIONS:** Federal, State, County and Local laws and ordinances, rules and regulations shall govern submittal and evaluation of bids received and shall govern submittal bids and evaluations if received and shall govern claims and disputes between bidder(s) and PSTA by and through its officers, employees, authorized representatives or any person, natural or otherwise. Lack of knowledge by bidder is not a cognizable defense against legal effects.

19. **LICENSES AND PERMITS:** The Contractor agrees to secure all necessary licenses and permits and agrees to comply with all Federal, State, and County laws, as well as local ordinances, rules and/or regulations that in any manner could affect the work. The contractor is responsible for determining and paying any fees that may be necessary to perform this contract.
20. **TERMINATION:**
- A. Pinellas Suncoast Transit Authority reserves the right to cancel/terminate this contract/purchase order without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel/terminate or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
 - B. Failure of the Contractor to comply with any of the provisions of this contract/purchase order shall be considered a material breach of contract/purchase order and shall be cause for immediate termination of the contract/purchase order at the discretion of PSTA.
 - C. In the event sufficient budgeted funds are not available for a new fiscal period, PSTA shall notify the vendor or such occurrence and contract/purchase order shall terminate on the last day of current fiscal period without penalty or expense to PSTA.
 - D. In addition to all other legal remedies available to PSTA, PSTA reserves the right to cancel and obtain from another source, any items which have not been delivered within the period of time stated in the bid, or if no such time is stated, within a reason period of time from the date of order as determined by PSTA.
21. **EXCESS PROCUREMENT LIABILITY:** The Contractor shall be liable to PSTA for all expenses incurred by PSTA in re-procuring elsewhere the same or similar materials or services offered by Contractor hereunder, should Contractor fail to perform.
22. **VARIANCE FROM STANDARD TERMS & CONDITIONS:** Any and all special conditions and specifications attached hereto which vary from General Conditions shall have precedence.
23. **ATTORNEY'S FEES:** In the event it becomes necessary for PSTA to seek legal means to enforce the terms of this agreement, the Contractor will be liable for all reasonable litigation fees and cost incurred by PSTA in the prosecution or defense of such action, or in any post-judgment or collection proceedings. This shall include any bankruptcy proceedings filed by or against the Contractor.
24. **WAIVER OF BREACH:** No waiver of any breach of this agreement shall be held to be a waiver of any subsequent breach of this agreement.
25. **ENTIRE AGREEMENT:** This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements; there are no other agreements, representations or warranties not set forth herein. In the event any portion of this agreement shall be declared by any court of competent jurisdiction to be invalid or unenforceable, then the parties agree that such invalid or unenforceable portion shall be severable and the contract shall be treated as though that portion had never been part of the agreement.
26. **NOTICES:** Any notice required or permitted to be given under this agreement shall be sufficient if in writing and sent by Certified Return Receipt Requested Mail to the Contractor and PSTA at their respective addresses.

- 27. INDEMNIFICATION PROVISION:** The parties recognize that the Contractor is an independent Contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend PSTA, its board, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement whether or not due to or caused by the negligence of PSTA, its board, officers, employees, agents, and attorneys excluding only the sole negligence of PSTA, its officers, employees, agents, and attorneys. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by PSTA in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against PSTA and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against PSTA and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. PSTA shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of PSTA before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by PSTA and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of PSTA, be detrimental in any material respect to PSTA's reputation; (ii) the third party claim seeks an injunction or equitable relief against PSTA; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.
- 28. AUDIT AND INSPECTION OF RECORDS:** The Contractor shall permit the authorized representative of PSTA, the State of Florida, the U.S. Department of Transportation, FTA, and the Comptroller of the United States to inspect and audit all data and records relating to its performance under the Contract. These rights of audit shall extend for a period of three (3) years following final payment under this Contract. In the event funds paid to the Contractor under this Contract are later properly disallowed by PSTA, or a State or Federal agency because of accounting errors or charges not in conformity with this Contract, the Contractor shall refund such disallowed amounts to PSTA promptly.
- 29. PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.133, Florida Statutes, for Category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. PSTA may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, to promptly supply information in connection with an inquiry may be grounds for rejection of a bid. Additionally, a conviction of a public entity crime may cause the rejection of a bid.

30. **PROVISION FOR OTHER AGENCIES:** Unless otherwise stipulated by the bidder, the bidder agrees to make available to all government agencies, departments, authorities, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this bid. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, transit authorities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.
31. **“OR EQUAL” DETERMINATION:** Where bidding other than specified, the determination of equivalency will be at the sole discretion of PSTA.
32. **MATERIAL SAFETY DATA SHEETS:** In complying with Florida’s “Right to Know” Law, PSTA requires bidders to submit Material Safety Data Sheets on any hazardous chemical or substances supplied. Failure to supply MSDS’s may result in bid disqualification.
33. **WRITTEN CHANGE ORDERS:** Oral changes are not permitted. No change shall be made unless PSTA gives prior written approval. This provision shall be strictly construed and the Contractor hereby acknowledges and understands that it is solely liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered in writing, signed by PSTA.
34. **ASSIGNMENT:** Any Contract or Purchase Order issued pursuant to this IFB and the monies which may become due hereunder are not assignable except with the prior written approval of PSTA. Any required consent will not be unreasonably withheld or delayed.
35. **LOBBYING:** Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR, part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to PSTA.
36. **COST INCURRED IN RESPONDING:** All costs, directly or indirectly, incurred in preparing a response to this IFB or any oral or written presentation required to supplement or clarify an offer which may be deemed required by PSTA; shall be borne solely and exclusively by the offeror(s)
37. **BIDDER CAPABILITY/REFERENCES:** Prior to contract/purchase order award, any bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy PSTA. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services (SEE SECTION D).

38. **DELAYS:** If the Contractor is delayed in performing the work by a cause beyond its control, within ten (10) days upon receiving such knowledge, the Contractor shall inform PSTA in writing to request extended time for completion. PSTA will review the request to determine if entitlement to an extension is appropriate and if so, the amount of time and respond to Contractor within ten (10) days in writing. The Contractor shall not be entitled to any claim for damages on account of hindrances or delays for any cause whatsoever (including acts of PSTA). This includes, but is not limited to: any actions which result in delays of scheduling, changes in the scope of work or increases in the cost of performance of the work. Prior to final payment, the Contractor must provide waivers of any and all claims and liens from the Contractor and any and all subcontractors or materialmen. These waivers are conditions precedent to final payment. PSTA may withhold amounts necessary to cover any claims of which it has been notified of subcontractors, materialmen, or suppliers from final payment to the Contractor.
39. **UNAVOIDABLE DELAY:** If delivery of items in unavoidable delayed, the contract shall extend for completion for the determined number of days of excusable delay. Within ten (10) days upon receiving such knowledge; the Contractor shall inform PSTA in writing to request extended time for completion. PSTA will review the request to determine if entitlement to an extension is appropriate and if so, the amount of time; respond to Contractor within ten (10) days in writing. A delay is unavoidable only if it was not reasonably expected to occur in connection with suppliers or their agents, and was substantial and in fact, caused the Contractor to miss delivery dates. The Contractor shall notify PSTA as soon as he has, or should have, knowledge that an event has occurred which will cause delay. The Contractor agrees to supply any reasonable proofs that will assist in making a decision on a request for extension. PSTA determines if the Contractor is entitled to an extension and the duration. PSTA shall notify the Contractor of its decision in writing. It is expressly understood and agreed upon that the Contractor is not entitled to damages or compensation and shall not be reimbursed for losses on account of delays or hindrances in the work resulting from any cause. Such delay, if occasioned by an act of God or by any act or omission on the part of PSTA, may only entitle the Contractor to an extension of time provided the Contractor gives notice in writing of the cause of such act within ten (10) days after its occurrence. This includes actions which result in delays in scheduling, changes in scope or cost of performing the work. Prior to final payment, the Contractor must provide waivers of all claims and liens and all subcontractors or materialmen. These waivers are conditions precedent to final payment. PSTA may withhold amounts necessary to cover claims of which it has been notified.
40. **PRICE ADJUSTMENT FOR REGULATORY CHANGE:** If price adjustment is indicated, either upward or downward, it shall be negotiated between PSTA and the Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective between the date of bid opening and the date of manufacture. Such price adjustment may be audited, where required.
41. **SUBCONTRACTING:** If Bidder intends to subcontract a portion of the work, the intended sub(s) shall be identified by name, type and percentage of the work to be subcontracted, address, contact name and phone number on the Appendix "A". The successful bidder is solely responsible for ensuring subcontractor(s) full compliance with the requirements herein. If the bidder failed to secure compliance with the terms herein by its' subcontractors, bidders shall be directly and wholly responsible for any such non compliance.
42. **DISCLOSURE:** The Contractor shall not use or disclose data, designs, or information belonging to or supplied on behalf of PSTA, unless expressly authorized in writing by PSTA. Upon PSTA's request, such data, designs, or other information and any copies thereof shall be returned to PSTA. Where PSTA's data, designs, or other information are furnished to the Contractor's supplier to procure supplies by the Contractor for use in performing the work, the Contractor shall insert the substance of this provision in its contract.

43. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:** No oral interpretations will be made to any firms as to the meaning of specifications or any other contracts documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing (mail, e-mail, or fax) to the Purchasing Division and received by the date specified. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid. All such addenda shall become part of the contract documents. PSTA will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. The Purchasing Division will be unable to respond to questions received after the specified time frame. If no request for clarification is submitted by the bidder all conditions and requirements contained within are accepted and understood by bidder.
44. **EXCEPTIONS:** Contractor is advised that if it wishes to take exception to any of the terms contained in this IFB must identify the term and the exception in its response to the procurement. Failure to do so may lead PSTA to declare any such term non-negotiable. Contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
45. **NON-EXCLUSIVE CONTRACT:** Award of the contract shall impose no obligation on PSTA to utilize the Contractor for all work of this type, which may develop during the contract period. This is not an exclusive contract. PSTA specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in PSTA's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.
46. **ADDITIONAL REQUIREMENTS:** PSTA reserves the right to request additional goods and/or services related to this Agreement from the Contractor. When approved by PSTA as an amendment to this agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.
47. **INTEGRITY OF BID DOCUMENTS:** Bidders shall use the original Bid Form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the Bid Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid. And such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.
48. **DESCRIPTION OF SUPPLIES/SERVICE:** Any manufacturer's names, trade names, brand name, or catalog numbers used in this document are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for all brands that meet the quality of the specifications listed for any items.
49. **AGREEMENT:** Upon award by PSTA's Board of Directors, PSTA and the Contractor shall enter into an Agreement in the form of Appendix "I", or as the form may be amended by agreement between PSTA and Contractor shall fully sign the Agreement and send it back to PSTA for signatures within seven (7) calendar days of receipt of notification of award.

50. BID PROTEST PROCEDURES:

- A. **Right to Protest:** Any interested party, as defined by FTA Circular 4220.1F, Chapter VII, as it may be amended from time to time, who wishes to protest a PSTA decision or intended decision concerning a bid or a contract award, shall file a written Notice of Protest with the Executive Director of PSTA within seventy-two hours after the posting of the bid tabulation or after the issuance of the notice of PSTA's decision or intended decision and shall file a formal written protest within ten days after the date of the Notice of Protest. The formal written protest shall state with particularity the basis of the protest, including the facts and law upon which the protest is based and providing any supporting documentation. Failure to file a Notice of Protest of failure to file a formal written protest within the time periods set forth above shall constitute a waiver of protest.
- B. **Providing a Bond:** Any firm or person who files a protest shall file with PSTA, at the time of filing the formal written protest, a bond payable to PSTA in an amount equal to one percent of the estimate of the total value of the contract or \$5,000, whichever is less. Such bond shall be conditioned upon payment of all costs which may be adjusted against the protestor upon the conclusion of the protest proceedings. If the protest determination is not in favor of the protestor, PSTA shall recover all costs, damages and charges incurred by it during the protest, excluding attorneys' fees. Upon payment of such costs and charges by the person or firm protesting the decision or intended decision, the bond shall be returned.
- C. **Consideration of Protest:** PSTA's Executive Director will consider all protests of a PSTA decision or intended decision concerning a bid solicitation or a contract award where the protestor has complied with the requirements of subsections A and B of this Article. The Executive Director shall not consider any protest presented orally or not presented within the time limits set forth in subsection A. The Executive Director shall provide the protestor and all other bidders with a written determination of the protest within fifteen (15) days of receiving the formal written protest. The Executive Director may provide an opportunity to resolve the protest by mutual agreement between the parties within seven days, excluding Saturdays, Sundays and legal holidays, of PSTA's receipt of the formal written protest.
- D. **Protest to FTA:** Any protestor whose protest has been denied by PSTA's Executive Director may file a protest with FTA within five days of the date the protestor has received actual or constructive notice of the Executive Director's decision. The protestor must comply with FTA's procedures and FTA Circular 4220.1F, Chapter VII. PSTA's Executive Director shall submit any reports or documents requested by FTA in its consideration of the protest.
- E. **Stay of Procurement During Protests:** When a protest has been timely filed with PSTA or timely filed with FTA, during the pendency of that protest, PSTA shall not make an award of a contract. PSTA shall comply with all provisions of FTA Circular 4220.1F, Chapter VII, if an award was made prior to the protest being filed. If PSTA does not make an award while a protest is pending with PSTA, after five days from the date the Executive Director rendered his decision, the Executive Director shall confirm with FTA that FTA has not received a protest on the contract in question before PSTA proceeds with making an award or with the procurement if an award already had been made.
- F. **Notice to Bidders:** Bid with recommendations will be posted on a bulletin board maintained at PSTA's principal place of business for purposes of posting bid tabulations. Upon receipt of a formal written protest, PSTA will give notice of the protest to all bidders, or if the bid already was awarded at the time the protest was filed with PSTA, only to the successful bidder. When a protest results in a delay of an award of the contract pending the disposition of the protest, the bidder or bidders whose bids might become eligible for award will be requested, before expiration of the time for acceptance of their bids (with consent of sureties, if any) to extend the time for acceptance so as to avoid the need for re-advertisement and re-bidding.

SECTION "B"
SPECIAL CONDITIONS

1. **SCOPE:** In accordance with attached specifications, the contract/purchase order shall be for the furnishing of a lease to acquire coach transit tires for the Pinellas Suncoast Transit Authority.

2. **BACKGROUND:**
 The Pinellas Suncoast Transit Authority, formerly known as Central Pinellas Transit Authority (CPTA), was created by state legislation in 1970 and service began in 1973 with 21 buses and 9 bus routes in northern and central Pinellas County. In 1982 the Central Pinellas Transit Authority was renamed Pinellas Suncoast Transit Authority PSTA to more clearly describe the area served. Following the passage of two referendums, in 1984 PSTA expanded the service area by merging with the St. Petersburg Municipal Transit System. The St. Petersburg Municipal Transit System (SPMTS), at the time of the merger, consisted of approximately 64 buses on 36 bus routes, serving only the southern part of Pinellas County. From the merger of these two systems (PSTA and SPMTS) a countywide transit system was formed. Today, PSTA serves most of the unincorporated area and 19 of the county's 24 municipalities. This accounts for 97% of the county's population and 97% of its land area. The cities that are not in the Transit Authority are St. Pete Beach, Treasure Island, Kenneth City, Belleair Beach, and Belleair Shore. However, the Cities of Treasure Island and St. Pete Beach do contract for service with PSTA. PSTA presently operates 205 transit coaches and trolleys on 36 routes, including 2 express routes to Hillsborough County. Demand response service is also provided to the mobility impaired. During Fiscal Year 2009, PSTA transported 12.2 million passengers. PSTA operates service from one main facility in the mid-county area. PSTA is governed by a 15 member Board of Directors appointed by local governments. The management staff consists of an Executive Director and seven Department Directors. The total number of employees is 584, of which 487 are represented by 2 bargaining units. In addition to passenger fares, funding for PSTA is obtained through ad valorem taxes, as well as state and federal grants. The millage rate levied for tax year 2009 is .5601 mills. The current cap on the millage rate is .75 mills.

3. **DELIVERY AND INSTALLATION:** Delivery shall be F.O.B. destination. Hours of delivery are 7:00 a.m. to 12:00 noon, Monday through Friday, except on holidays. The contractor shall provide assistance in unloading tires.
 - A. **All equipment shall be delivered to:**
 Pinellas Suncoast Transit Authority
 3101 Scherer Drive
 St. Petersburg, FL. 33716
 - B. **Billing Address is as follows:**
 Pinellas Suncoast Transit Authority
 Attention: Accounts Payable
 3201 Scherer Drive
 St. Petersburg, FL. 33716
 - C. **The successful bidder shall have the following PSTA contact as follows:**
 Director of Maintenance or his designee, (727) 540-1800.

4. **PRICING/PERIOD OF CONTRACT:** The rates per mile per tire shall be held fixed firm for the entire term of the lease. The term of this lease shall be three (3) years beginning with date of award by PSTA board of directors. This lease is subject to renewal for a two (2) year period by mutual consent.

- 5. INSURANCE REQUIREMENTS:** Before beginning work (including pre-staging personnel and material), the Contractor shall obtain insurance at his expense. Delays in commencement due to failure to provide satisfactory evidence shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work commenced as scheduled. Insurance must be maintained throughout the entire term. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced. Delays in completing work resulting from failure of the Contractor to maintain insurance shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work had not been suspended.

Coverage shall be provided by a company (ies) authorized to do business in the State of Florida. The company (ies) must maintain a minimum rating of B+ as assigned by AM Best. If the Contractor has been approved by the State Department of Labor, as an authorized self-insurer for Workers' Compensation, PSTA shall recognize and honor such status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program. If the Contractor participates in a self-insurance fund, updated financial statements may be required upon request. The Contractor shall provide to PSTA's Purchasing Division satisfactory evidence of the required insurance, either:

- A Certificate of Insurance, or
- A Certified copy of the actual insurance policy.

PSTA, at its sole option, has the right to request a certified copy of policies required by this contract. Certificate of Insurance and policies must specify they are not subject to cancel, non-renewal, material change, or reduce coverage unless at least 30 days notice is given to PSTA. The acceptance and approval of the Contractor's Insurance shall not be construed as relieving the Contractor from liability or obligation assumed under this contract or imposed by law.

PSTA, its employees and officers, will be included as "Additional Insured" on all policies, except Workers' Compensation.

Requirements – Commercial General Liability with, at minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits shall be \$1,000,000 Combined Single Limit (CSL)

An Occurrence Form policy is preferred. If coverage is a Claims Made policy, provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the expiration of the contract.

Vehicle Liability – Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

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

Workers' Compensation – Prior to beginning work, Contractor shall obtain Workers' Compensation

Insurance with limits sufficient to meet Florida Statute 440. Contractor shall maintain throughout,

Employers' Liability Insurance with limits no less than:

- \$100,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$100,000 Bodily Injury by Disease, each employee

SECTION "C"
SPECIFICATIONS

1. **GENERAL:** The contract awarded hereunder shall be for furnishing a lease of transit coach tires for the Pinellas Suncoast Transit Authority meeting the specifications contained in Section C herein.
2. **TIRE SPECIFICATIONS:** All tires and accessories to be furnished under the contract shall be of radial design and manufacture. All tires furnished shall conform with or exceed all standards of the Tire and Rim Association of America and Federal Motor Vehicle Safety Standards for design, operation and safety, and will be of a size and type approved by the transit bus manufacturer on the model of buses operated by PSTA. Blemished or irregular tires will be rejected and returned at Contractors expense.
 - A. Steel Radial Tires - tubeless, all positions.
 - B. Built-in Treadwear depth indicators.
 - C. Sidewall - wear indicators.
 - D. Regrooveable.
 - E. Tire Bead Temperature - meet or exceed 280 degrees F.
 - F. Highway tread design - 55 mph, City and Suburban.
 - G. Tread Life – 50,000 miles or more.
3. **NEW TIRES:** The mileage estimates given below are estimates only and may change with changes in the fleet mix and route adjustments. The number of wheels for each type of bus can be found in paragraph 8 of this Section.
 - A. The buses equipped with B275/R70/22.5 tires shall require new tires on all positions. There are thirty seven (37) buses with these tires that travel a total of 1,470,000 miles.
 - B. Buses equipped with B305/85R/22.5 and B315/R80/22.5 tires on the steering axles (2 positions) require new tires. There are 158 buses with B305/85R/22.5 tires that travel a total of 8,160,000 miles and 10 buses with B315/R80/22.5 tires that travel a total of 370,000 miles.
4. **RETREAD TIRES:** Only buses equipped with B305/85R/22.5 and B315/R80/22.5 tires shall be allowed retread tires and then only on the non-steering axles. The millage estimates for each type of tire are given in paragraph 3 A. and B. above and the number of wheels for each type of bus can be found in paragraph 8 of this Section.
 - A. The contractor shall inspect and X-ray all tire casings with shearographer machine to verify that the casings are in serviceable condition before recapping.
5. **SUPPLIES:** The contractor bidder shall be responsible for furnishing all supplies including weights, valves, valve cores, valve caps, patches, plugs and other repair materials. The successful bidder shall lease at no charge all tooling such as mounting equipment, balancer, ring bead setter and tire regroover. PSTA will supply all labor to maintain, mount and regroove tires.
6. **TRAINING:** The contractor shall provide a yearly instructional class at no expense to PSTA on tire maintenance, regrooving and repair. All instructions classes will be conducted at the PSTA maintenance facility.
7. **MATERIALS:**
 - A. 275/70R/22.5 Radial Tire - New.
 - B. 305/85R/22.5 Radial Tire – New and Retread
 - C. 315/80R/22.5 Radial Tire – New and Retread.

SECTION "C" cont.
SPECIFICATIONS

8. **FLEET MIX:** Following is a chart describing the PSTA fleet mix and tires used.

| Manufacture | YEAR | Model | TIRE SIZE | QTY of BUSES | No. of Wheels | Fleet Changes | FLEET NOW | Anticipated Fleet |
|--|--------|----------------|-------------|--------------|---------------|---------------|-----------|-------------------|
| NEW FLYER** | 9700'S | 35LF | 275/70R22.5 | 24 | 6 | -10 | 24 | 14 |
| NEW FLYER** | 9800 | CNG | 275/70R22.5 | 4 | 6 | -4 | 4 | 0 |
| GILLIG | 2530'S | 35LF | 275/70R22.5 | 5 | 6 | | 5 | 5 |
| GILLIG | 2230'S | 29X102 | 275/70R22.5 | 4 | 6 | | 4 | 4 |
| GILLIG** | 2010 | | 305/85R22.5 | | 6 | +14 | | 14 |
| GILLIG | 9900'S | D40LF | 305/85R22.5 | 8 | 6 | | 8 | 8 |
| GILLIG | 2100'S | D40X102 | 305/85R22.5 | 16 | 6 | | 16 | 16 |
| GILLIG | 2200'S | D40X102 | 305/85R22.5 | 10 | 6 | | 10 | 10 |
| GILLIG | 2500'S | D40X102 | 305/85R22.5 | 16 | 6 | | 16 | 16 |
| GILLIG | 2600'S | D40X102 | 305/85R22.5 | 36 | 6 | | 36 | 36 |
| GILLIG | 2650'S | 35LF | 305/85R22.5 | 12 | 6 | | 12 | 12 |
| GILLIG | 2700'S | D40X102 | 305/85R22.5 | 18 | 6 | | 18 | 18 |
| GILLIG | 2800'S | D40X102 | 305/85R22.5 | 15 | 6 | | 15 | 15 |
| GILLIG | 2830'S | 35LF | 305/85R22.5 | 6 | 6 | | 6 | 6 |
| GILLIG | 2900'S | BRT HYBRID | 305/85R22.5 | 3 | 6 | | 3 | 3 |
| GILLIG | 2910'S | BRT DIESEL | 305/85R22.5 | 2 | 6 | | 2 | 2 |
| GILLIG-TROLLEY | 720'S | 35 FT | 305/85R22.5 | 3 | 6 | | 3 | 3 |
| GILLIG-TROLLEY | 820'S | 35 FT | 305/85R22.5 | 6 | 6 | | 6 | 6 |
| GILLIG-TROLLEY | 920'S | HYBRID 35FT | 305/85R22.5 | 7 | 6 | | 7 | 7 |
| MCI | 2300'S | D4000 | 315/80R22.5 | 10 | 8 | | 10 | 10 |
| Total Fleet | | | | 205 | | | 205 | 205 |
| <p>Note: Tires with 305/85R22.5 and 315/80R22.5 Tires must use New Tires in Steering Positions.</p> <p>Note: Tires with 275/70R22.5 must use New Tires in "ALL" Positions.</p> | | | | | | | | |

9. LOSS AND ABUSE OF TIRES:

- A. The cost for tires lost or stolen from buses or work storage areas, destroyed by fire, collision, or accidents (other than normal wear and tear, which includes curbing), PSTA shall be charged the contractor for such tires by paying the remaining mileage at the tire billing rate then in effect. The remaining mileage shall be computed by a tread depth reading and an agreement of both the foreman on duty and the contractor service person or by calculating the annual tire mileage less the accumulated mileage on the tire. In no case shall PSTA pay in excess of fifty percent (50%) of the current value of a new tire unless the contractor can provide an auditable accounting of the tires accurate mileage prior to loss.
- B. Cost for "normal damaged" tires shall be included in the basic rate per tire mile. "Normal damage" includes but is not limited to irregular wear, curbing, damage from brake heat, road hazards and misalignments.

10. DELIVERIES AND INVENTORIES: The contractor shall provide sufficient tire quantities and inventory to meet the on going need of PSTA operations as determined by the Director of the Maintenance Department. Additional tires to replenish inventory shall be provided no more than thirty (30) days after order date by the Director of Maintenance designee.

11. STORAGE OF TIRES UNFIT FOR FURTHER SERVICE: Tires removed from service due to wear, damage, etc., must be scrapped and/or removed from PSTA property no less that on a quarterly basis. Scrapped tires are the responsibility of the Contractor. Failure to remove said tires within quarterly after scrapping may make the Contractor liable for a storage charge of \$1.00 per tire per day. Said storage charge shall be deducted from the Contractor's billing. PSTA shall notify Contractor of failure to remove and shall allow Contractor an additional three (3) working days after notification to remove tires without being subject to any storage charge.

12. NEW OR USED BUSES:

- A. Any new or used buses purchased or leased by PSTA during the life of this lease shall not come within its terms until the tires are worn out.
- B. Tires not covered - In the event that the tires are not covered under this lease; PSTA reserves the right to negotiate the wear rate for said tires.

13. TIRE RUN-OUT AGREEMENT: Upon written notification by certified mail, Federal Express or some other dependable service, thirty (30) days prior to the termination date of the contract, PSTA may exercise the tire run-out agreement option to continue leasing the Contractor's tires for a maximum of thirty six (36) additional months based upon the following conditions:

- A. The rental rate shall be the rate in effect during the contract period immediately preceding the expiration date.
- B. PSTA shall continually use such tires, insofar as practicable until they are rendered unfit for service.
- C. No additional tires, services or supplies are to be furnished by the contractor during such extension unless requested by PSTA.
- D. Upon expiration of the agreement of extension PSTA shall pay for any mileage remaining thereon at the rental rate in effect immediately preceding the expiration date. The remaining mileage shall be prorated by determining the percentage of treads rubber remaining multiplied by the base mileage average times the applicable current billing rate per tire mile.

14. TITLE TO TIRE AND TIRE EQUIPMENT:

- A. Ownership and title to the leased tires shall remain with the Contractor until such time; if at all PSTA determines it will purchase these tires as provided for under this IFB.

15. TIRE TESTING:

- A. PSTA reserves the right to install other makes for test purposes at any time on up to ten (10) percent of its vehicle positions.

16. REPORTING REQUIREMENTS:

- A. For providing the tire services, PSTA shall pay contractor the per-tire-mile charge set forth in Contractor's bid for each mile each bus is operated. PSTA will not track tires for the contractor.
- B. The contractor shall provide a tire inspector to inspect tire wear, tires removed from service and check for any problems encountered by PSTA. The tire inspector will inspect tires removed from service at least every 90 days. He shall report to PSTA and make any recommendations for improvements to our operations on each of his inspection visits.
- C. PSTA will maintain the mileage record of each bus and will furnish the contractor with a list of each vehicle and its respective monthly mileage at the end of each month during the term of the contract. This report will be used by the Contractor in computing its monthly statements and invoices. Contractor shall have access to and right to inspect and copy all mileage records at reasonable times. PSTA shall accept the contractor's form for tire records.
- D. The Contractor shall provide to PSTA a monthly summary of a work completed by the Contractor in the previous month. Also included in this report shall be a previous monthly listing of all air pressure checks by bus.
- E. The contractor shall also maintain the average tire mileage for each size and type of tire; per type of bus in PSTA's fleet with a comparison to the Contractor's national average, national high and low life span of their tires versus the life span of the PSTA tires.

17. QUALITY ASSURANCE PROVISIONS:

- A. The Contractor shall establish and maintain an effective quality assurance procedure.
- B. Fully documented tests shall be conducted on each product.
- C. All materials must be new and not used and/or retread with the exception of the non-steering axles of the B305/85R70/22.5 and the B315/R80/22.5 tire positions. The new materials and equipment must be of recent manufacture and not of such age that their performance would be adversely affected.
- D. PSTA reserves the right to require and/or witness Contractor's tests.

SECTION "D"
CONTRACTOR'S REFERENCES

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR BID BE REVIEWED AND PROPERLY EVALUATED.

CONTRACTOR'S NAME: _____

BUSINESS ADDRESS (COMPLETE): _____

VENDOR FEDERAL I.D. # _____

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

HOW LONG IN PRESENT LOCATION: _____

PRINT AUTHORIZED NAME: _____

TITLE: _____

AUTHORIZED SIGNATURE (WRITTEN): _____

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1. COMPANY: _____

ADDRESS: _____

PHONE/FAX: _____

CONTACT: _____

E-MAIL: _____

2. COMPANY: _____

ADDRESS: _____

PHONE/FAX: _____

CONTACT: _____

E-MAIL: _____

3. COMPANY: _____

ADDRESS: _____

PHONE/FAX: _____

CONTACT: _____

E-MAIL: _____

4. COMPANY: _____

ADDRESS: _____

PHONE/FAX: _____

CONTACT: _____

E-MAIL: _____

SECTION "E"
BID FORM

REQUIRED BID FORM:

The undersigned hereby agrees to furnish the equipment and/or services as listed below in accordance with the specifications on file with the Pinellas Suncoast Transit Authority, 3201 Scherer Drive, St. Petersburg, FL. 33761, which have been carefully examined and attached hereto. The quantities are only estimates. This is an All or Nothing Bid.

RATES HELD FIXED FIRM FOR THREE (3) YEAR INITIAL

| Tire Size | Tire Lease Rate Per Mile | Estimated Miles per Year | Estimated Annual Cost per Year |
|---|--------------------------|--------------------------|--------------------------------|
| B275/70R/22.5 - New | \$. | 1,470,000 | |
| B305/85R/22.5 - New | \$. | 8,160,000 | |
| B315/80R/22.5 - New | \$. | 370,000 | |
| B305/85R/22.5 - Retread | \$. | 8,160,000 | |
| B315/80R/22.5 - Retread | \$. | 370,000 | |
| Annual Grand Total Cost: | | | |
| Three (3) Year Grand Total Cost: | | | |

FOURTH (4TH) AND FIFTH (5TH) YEAR OPTION

| Tire Size | Tire Lease Rate Per Mile | Estimated Miles per Year | Estimated Annual Cost per Year |
|--|---------------------------------------|--------------------------|--------------------------------|
| B275/70R/22.5 - New | \$. | 1,470,000 | |
| B305/85R/22.5 - New | \$. | 8,160,000 | |
| B315/80R/22.5 - New | \$. | 370,000 | |
| B305/85R/22.5 - Retread | \$. | 8,160,000 | |
| B315/80R/22.5 - Retread | \$. | 370,000 | |
| Two year option at mutual consent | Annual Grand Total Cost: | | |
| | Two (2) Year Grand Total Cost: | | |

SECTION "E" cont.
BID FORM

CONTRACTOR'S NAME: _____

MAILING ADDRESS (COMPLETE): _____

VENDOR FEDERAL I.D. # _____

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

PERSON TO CONTACT AFTER AWARD: _____

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

PRINT AUTHORIZED NAME: _____

TITLE: _____

AUTHORIZED SIGNATURE (WRITTEN): _____

SECTION "F"
OFFER & AWARD

OFFER

By execution below Contractor hereby offers to furnish equipment and services as indicated herein.

Name

Street Address

City, State, & Zip

Signature of Authorized Signee

Title

Telephone

AWARD

By execution below PSTA accepts offer as indicated above.

Signature

Date of Award _____

SECTION "G"
ADDENDUM ACKNOWLEDGMENT FORM

If any Addenda were issued; the following statement applies:

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

FAILURE TO ACKNOWLEDGE RECEIPT OF ANY/ALL ADDENDA MAY CAUSE THE SUBMITTAL TO BE CONSIDERED NON-RESPONSIVE TO THE SOLICITATION.

ACKNOWLEDGED RECEIPT OF EACH ADDENDUM MUST BE CLEARLY ESTABLISHED AND INCLUDED WITH THE OFFER.

Company _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Telephone _____ Fax _____

Print Name _____ Title _____

Signature _____

Note: Prior to submitting the response to this solicitation, it is the responsibility of the submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm's bid.

Information regarding Addenda issued is available on PSTA's web-site, www.psta.net.

SECTION "H"
STATEMENT OF NO BID

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

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

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

_____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below)

_____ Insufficient time to respond to the IFB

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform

_____ Unable to meet Bond Requirements

_____ Unable to meet Specifications

_____ Specifications unclear (explain below)

_____ Unable to meet Insurance Requirements

_____ Remove us from your "Vendors List" altogether

_____ Other (specify below)

Remarks:

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

Company Name: _____

Address: _____

Signature: _____

Telephone: _____ Date: _____

APPENDIX "A"
CONTRACTOR'S STATEMENT ON SUB-CONTRACTORS

1. There are NO sub-contractors associated with this bid.

Authorized Signee: _____

Printed Name: _____

Title: _____ Date: _____

For (Company): _____

OR

2. Listed below are sub-contractors associated with this bid. Additional sheets are attached as required. I _____ have also attached appropriate Disadvantage Business Certifications.

Name of Company: _____

Address: _____

Contact Person: _____

Telephone: _____

E-mail: _____

Name of Company: _____

Address: _____

Contact Person: _____

Telephone: _____

E-mail: _____

Name of Company: _____

Address: _____

Contact Person: _____

Telephone: _____

E-mail: _____

APPENDIX "B"
CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant certifies to the best of its knowledge and belief, that it and its principals:

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

IF THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT, OR COOPERATIVE AGREEMENT, OR POTENTIAL THIRD PARTY CONTRACTOR) IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, THE PARTICIPATION SHALL ATTACH AN EXPLANATATION TO THIS CERTIFICATION.

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

Signature of Contractor's Authorized Official

Date

Typed Name and Title of Contractor's Authorized Official

APPENDIX "C"
GOVERNMENT DEBARMENT AND SUSPENSION AND OTHER RESPONSIBILITY MATTERS-THIRD PARTY
CONTRACTS:

- 1) By signing below, the prospective lower tier participant is providing the signed certification set out below
- 2) Certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, PSTA may pursue available remedies, including suspension and/or debarment.
- 3) The prospective lower tier participant shall provide immediate written notice to PSTA if the prospective lower tier participant learns that certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "proposal," and "voluntarily excluded," as used, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 {49 CFR Part 29}. PSTA may assist in obtaining a copy of those regulations.
- 5) The prospective lower tier participant agrees by submitting a proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by PSTA.
- 6) The prospective lower tier participant further agrees by submitting a proposal, it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from a covered transaction unless certification is erroneous. A participant may decide the method and frequency by which it deems eligible principals. Participants may check the US General Services Non-procurement List issued by U.S. General Service Administration.
- 8) Nothing herein shall be construed to require establishing a system of records in order to render in good faith the certification required. The knowledge and information of a participant is not required to exceed that which is normally possessed in the ordinary course of business dealings.
- 9) Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, PSTA may pursue available remedies including suspension and/or debarment. "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" The prospective lower tier participant certifies by submitting a proposal, that neither it nor its "principals" [as defined at 49 CFR § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency. When the prospective participant is unable to certify these statements, the participant shall attach an explanation to this proposal.

Company Name

Contractor's Signature

APPENDIX "D"
BUY AMERICA CERTIFICATION

Certification Requirement for Procurement of Steel, Iron, or Manufactured Products.

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

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date: _____

Signature: _____

Title: _____

Company Name: _____

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

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

APPENDIX "E"
CERTIFICATION REGARDING LOBBYING PURSUANT TO 49 CFR PART 20

Certification for Contracts, Grants, Loans, and Cooperative Agreements

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Company _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Company's Authorized Official

_____ Name and Title of Company's Authorized Official

_____ Date

APPENDIX "F"
DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

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

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

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

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

APPENDIX "G"
DBE PARTICIPATION FORM

PSTA has not set a specific goal for this project.

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

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

| <u>DBE Name and Address</u> | <u>Description of Work</u> | <u>Percent of Dollar Amount of Total Contract Work</u> |
|---------------------------------|----------------------------|--|
| | | |
| | | |
| | | |
| | | |

(attach additional sheets)

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

Date: _____

Signature: _____

Name (Print): _____

Title: _____

APPENDIX "H"
DBE GOOD FAITH EFFORTS DOCUMENTATION FORM

DBE GOAL: 7.6%

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

| <u>Date</u> | <u>Company and Contact Person</u> | <u>Area of Expertise</u> |
|--------------------------|-----------------------------------|--------------------------|
| 1) _____ | | |
| _____ <u>Response</u> | | |

| <u>Date</u> | <u>Company and Contact Person</u> | <u>Area of Expertise</u> |
|--------------------------|-----------------------------------|--------------------------|
| 2) _____ | | |
| _____ <u>Response</u> | | |

| <u>Date</u> | <u>Company and Contact Person</u> | <u>Area of Expertise</u> |
|--------------------------|-----------------------------------|--------------------------|
| 3) _____ | | |
| _____ <u>Response</u> | | |

| <u>Date</u> | <u>Company and Contact Person</u> | <u>Area of Expertise</u> |
|--------------------------|-----------------------------------|--------------------------|
| 4) _____ | | |
| _____ <u>Response</u> | | |

APPENDIX "I"
TRANSIT BUS TIRE LEASE AGREEMENT

This LEASE AGREEMENT is made this ____ day of _____, 2010, by and between Pinellas Suncoast Transit Authority ("Customer"), a governmental entity, whose address is 3201 Scherer Drive, St. Petersburg, Florida 33716, and ("Contractor"), whose address is _____.

WITNESSETH:

WHEREAS, Customer issued Invitation for Bid No. 10-003B ("IFB") for furnishing a lease of coach transit tires on March 1, 2010; and

WHEREAS, Contractor submitted a bid in response to the IFB on _____, 2010 ("Bid"); and

WHEREAS, Customer awarded the Bid to Contractor and the parties wish to set forth the terms and conditions of their agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. **CONTRACT DOCUMENTS.** The following documents are incorporated into and made a part of this Agreement: the IFB and all exhibits attached thereto including all duly executed and issued addenda, and the Bid. To the extent of any conflict, the IFB with exhibits and addenda shall control, then this Agreement, and then the Bid.
2. **LEASE OF TIRES.** Customer agrees to lease and Contractor agrees to furnish for lease transit coach tires meeting the specifications provided in the IFB in quantities sufficient to meet the ongoing need of Customer's operations as determined by Customer's Director of Maintenance. Additional tires to replenish inventory shall be provided no more than thirty (30) days after the date of order by the Director of Maintenance or his/her designee. Blemished or irregular tires received by Customer may be rejected and returned to Contractor at Contractor's expense. Transit coach tires provided by Contractor are intended for use on Customer's bus fleet. Customer's current bus fleet consists of two hundred and one (201) buses; however, any new or used bus purchases or leases by Customer during the term of this Agreement shall come within the terms of this Agreement. In addition, Contractor shall furnish all supplies necessary to effectuate the use of the transit coach tires leased under this Agreement to include weights, valves, valve cores, valve caps, patches, plugs and other repair materials. Contractor shall lease, at no charge to Customer, all tooling necessary to effectuate the use of the transit coach tires leased under this Agreement, such as mounting equipment, balancer, ring bead setter and tire regroover. Contractor shall conduct a yearly instructional class, at no expense to Customer, on tire maintenance and repair. Customer shall supply all labor necessary to maintain, mount and regroove tires. Customer reserves the right to install other tire makes for test purposes, at any time, on up to ten percent (10%) of its vehicles.
3. **OWNERSHIP OF TIRES.** Ownership and title to the leased tires shall remain with the Contractor until such time, if at all, that Customer determines it will purchase leased tires as provided in the IFB. In addition, title to any tooling leased under Paragraph 2 shall remain with Contractor at all times.
4. **STORAGE OF TIRES.** Tires removed from service due to wear, damage, etc. must be scrapped and/or removed from Customer's property by Contractor no less than on a quarterly basis. Contractor's failure to remove tires scrapped by Contractor within fifteen (15) days after scrapping may subject Contractor to a storage charge of one dollar (\$1.00) per tire per day at the election of Customer. Contractor will be notified of the failure to remove scrapped tires and Customer shall allow Contractor an additional three (3) working days after such notification to remove the tires without being subject to a storage charge. Any storage charge assessed against Contractor under this Paragraph shall be deducted from the amount due Contractor under Contractor's next submitted invoice for lease payments.
5. **PAYMENT AND TAXES.** Customer shall pay the billing rate per tire mile specified in Contractor's Bid for transit coach tires furnished by Contractor to Customer. The billing rate per mile per tire shall be held fixed firm for the entire term of the lease. Customer shall maintain the mileage record of each bus and will furnish Contractor with a list of each bus and its respective monthly mileage at the end of each month during the term of this Agreement. Contractor will use the mileage records furnished by Customer to compute its monthly invoices. Contractor shall have a right to inspect and/or copy all mileage records at reasonable times. Customer shall have no obligation to track tires for Contractor.
6. **LOST OR STOLEN TIRES.** If any tires are lost or stolen from buses or work storage areas, destroyed by fire, collision or accidents, other than normal wear and tear including curbing, Customer shall reimburse Contractor for such tires by paying the remaining mileage at the billing rate per tire mile then in effect. The remaining mileage shall be computed as specified in the IFB. Costs for "normal damages" to tires, the meaning of which includes but is not limited to irregular wear, curbing and damage from brake heat, road hazards and misalignments, shall be included in the basic rate per tire mile.
7. **INVOICING.** Charges rendered by Contractor to Customer shall be due and payable on terms of net forty-five (45) days after proper and complete billing is received by Customer and in accordance with the Florida Prompt Payment Act. The invoice shall include, as a minimum: P.O. Number, description, service, dates, state exempt certification number and total invoice amount. Invoices shall be sent to the following address: Pinellas Suncoast Transit Authority, Attention: Accounts Payable, 3201 Scherer Drive, St. Petersburg, Florida 33716.

8. **SHIPPING.** The price established for the lease of the tires shall include the cost of shipping and such shipping shall be F.O.B. destination, freight included and unloaded to location. Contractor shall provide assistance with unloading tires. Hours of delivery are 7:00 a.m. to 12:00 p.m., Monday through Friday, except on Holidays. All equipment shall be delivered to the following address: Pinellas Suncoast Transit Authority, 3201 Scherer Drive, St. Petersburg, Florida 33716.

9. **LEASE TERM.** The term of this lease shall commence on _____, 2010 and shall be for an initial term of three (3) years. The lease shall be subject to renewal for a period of two (2) years, unless either Party notifies the other in writing of their intention to terminate this lease at least thirty (30) days prior to the expiration of the initial term of three (3) years. Furthermore, upon written notification by certified mail at least thirty (30) days prior to the anniversary date of this Agreement, Customer may exercise a tire run-out option, which allows Customer to continue leasing Contractor's tires for a maximum of thirty-six (36) additional months based upon the following conditions:

- A. The billing rate per tire mile shall be the rate in effect during the contract period immediately preceding the expiration date.
- B. Customer shall continually use such tires, insofar as practicable on its highest mileage runs until they are rendered unfit for service.
- C. No additional tires, services or supplies are to be furnished by Contractor during such extension unless requested by Customer.
- D. Upon expiration of the additional months provided for under the tire run-out option, Customer shall pay for any mileage remaining on the leased tires at the rental rate in effect immediately preceding the expiration date. The remaining mileage shall be prorated by determining the percentage of rubber tread remaining on the leased tires multiplied by the base mileage average multiplied by the applicable current billing rate per tire mile.

10. **INSPECTION.** Contractor shall provide a tire inspector to inspect tire wear, tires removed from service and any problems encountered by Customer in the use of the leased tires. The inspector shall inspect tires removed from service whenever requested by Customer's Director of Maintenance or his/her designee. However, in the absence of any request, such inspections shall occur at least once every ninety (90) days. On each of his/her inspection visits, the inspector shall report his/her findings to Customer and make any recommendations for improvements to Customer's operations with regard to the leased tires.

11. **CONTRACTOR'S REPORTING REQUIREMENTS.** Contractor shall provide to Customer a monthly summary of work completed by Contractor under this Agreement during the prior month. This monthly report shall accompany Contractor's monthly invoice and shall include a listing of all tire air pressure checks by bus for the month. Contractor shall also maintain the average tire mileage for each size and type of tire per type of bus in Customer's fleet with a comparison to the national average, national high and low life span of Contractor's tires versus the life span of tires on Customer's buses.

12. **QAULTY ASSURANCE.** Contractor shall establish and maintain an effective quality assurance procedure and fully documented tests shall be conducted on each product. All tires provided under this Agreement shall be new and not used and/or retread with the exception for retread tires on non-steering axel tire positions as specified in the IFB. The new tires must be of recent manufacture and not of such age as to adversely affect the performance of the tires. Customer reserves the right to require and/or witness Contractor's tests.

13. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either delivered personally or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Pinellas Suncoast Transit Authority
c/o: Executive Director
3201 Scherer Drive
St. Petersburg, Florida 33716

Contractor
Attn: _____

With a required copy to:
Alan S. Zimmet, General Counsel
Zimmet, Unice & Salzman, P.A.
2570 Coral Landings Blvd., Suite 201
Palm Harbor, FL 34684

14. DISPUTES. In the event that Contractor has any controversy, claim or dispute arising out of or related to this Agreement, Contractor shall present a written Notice of Claim to the Customer within ten (10) days of Contractor's knowledge, whether actual or whether Contractor should have known of the controversy, claim, dispute or the facts out of which the controversy, claim or dispute arises. This written Notice of Claim must specifically indicate, in bold type, on the face of the notice, that it is a Notice of Claim. Additionally, Contractor must set forth in the Notice of Claim the nature of the controversy, claim or dispute, including all necessary facts. Contractor shall waive any claim which Contractor fails to present to the Customer within this time frame, and in the manner provided in this paragraph. The Customer will review the written Notice of Claim and take one or more of the following preliminary actions within ten business (10) days of receipt of a Notice of Claim: (1) request additional supporting data from the Contractor; (2) submit a schedule to the parties indicating when the Customer expects to take action; (3) reject the Claim in whole or in part, stating reasons for rejection; (4) approve the Claim; or (5) suggest a compromise. If a Notice of Claim has not been resolved pursuant to this Section, the Contractor shall, within ten (10) days after the Customer's response, take one or more of the following actions: (1) submit additional supporting data requested by the Customer; (2) modify the initial Claim; or (3) notify the Customer that the initial Notice of Claim stands. The final decision on any Notice of Claim shall be made by the Customer's Executive Director. The Customer's Executive Director will notify the Contractor, in writing, of Customer's Executive Director's decision which shall be final and binding on the Contractor.

15. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure, which is defined as any circumstances beyond its reasonable control, such as acts of God, wars, terrorism, riots, national emergencies, sabotage, flood or other natural disaster, fire, civil disturbance, strikes, labor disputes, accidents, any unauthorized access to or destruction or modification of the service, in whole or in part, and governmental acts, laws, ordinances, rules, or regulations. A Party that becomes aware of a Force Majeure that will significantly delay performance shall notify the other Party promptly in writing (but in no event later than ten (10) days) after it discovers the Force Majeure.

16. TERMINATION. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. The defaulting Party will have fifteen (15) days after receipt of the notice of default to either cure the default or, if the default is not curable within fifteen (15) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If a defaulting Party fails to cure the default as provided in this Paragraph, unless otherwise agreed in writing by the Parties, the non-defaulting Party may terminate any unfulfilled portion of this Agreement.

17. INDEMNIFICATION. The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend Customer, its board, officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, whether or not due to or caused by the negligence or the Customer, its board, officers, employees, agents, and attorneys excluding only the sole negligence of the Customer, its officers, employees, agents, and attorneys. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the Customer in the enforcement of this indemnification provision. This includes claims made by the employees of Contractor against the Customer and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of insurance required to obtain or maintained under this Agreement. Subject to the limitations set forth in this provision, Contractor shall assume control of the defense of any claim asserted by a third party against the Customer and, in connection with such defenses, shall appoint lead counsel, in each case at the Contractor's expense. Customer shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this Section, the Contractor shall obtain the prior written consent of the Customer before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Customer and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Customer, be detrimental in any material respect of the Customer's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Customer; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

18. GENERAL PROVISIONS.

- A.** Customer is exempt from paying any excise, sales, lease, use, property, or other taxes, assessments or duties.
- B.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement. Contractor shall secure, at its sole cost, all licenses and permits that are necessary for the performance of this Agreement. Contractor is responsible for determining and paying any fees that may be necessary to perform this Agreement.
- C.** Oral modifications of this Agreement or oral changes to the specifications provided in the Contract Documents are not permitted. No modification or change may be made unless Customer gives prior written approval. Contractor shall be solely liable for all costs resulting from, and/or satisfactorily correcting, any specification change not properly ordered in a writing signed by Customer.
- D.** This Agreement and any monies that may become due hereunder are not assignable without the prior written approval of Customer, which approval shall be solely within Customer's discretion; however, in the event that approval is given by Customer, the Contract Documents shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Contract Documents.
- E.** If Contractor intends to subcontract a portion of the work to be performed under this Agreement, the intended subcontractor(s) shall be identified in Appendix "A" of the Bid. Contractor shall be solely responsible for ensuring that all subcontractors comply with the requirements of this Agreement. In addition, by subcontracting, the Contractor is not relieved of its duties or obligations under this Agreement, including the liability of Contractor to the Customer for any breach in the performance of Contractor's duties, including Contractor's duties to indemnify and hold Customer harmless. In the event of any noncompliance by the subcontractor, Contractor shall be directly and wholly responsible for the noncompliance and shall bear the attributable costs. Prior to changing a subcontractor named in Appendix "A" of the Proposal, Contractor shall obtain the prior written consent of the Customer.
- F.** Before beginning work under this Agreement, the Contractor shall obtain insurance at its expense, as specified in the IFB. Insurance must be maintained throughout the entire term. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced and may be considered a failure to perform a material obligation under Paragraph 15. Contractor shall provide Customer's Purchasing Division, as satisfactory evidence of the required insurance, either a certified copy of insurance or a certified copy of the actual insurance policy. Failure to obtain the required insurance or provide the required proof of insurance shall not excuse the Contractor from complying with all deadlines.
- G.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- H.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.
- I.** Each Party will perform its duties under this Agreement only as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.
- J.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.
- K.** This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. Any state suit or action between Owner and Contractor arising out of this Agreement shall be brought in the Sixth Judicial Circuit in and for Pinellas County, Florida, and any federal suit or action shall be brought in the U.S. District Court, Middle District of Florida, Tampa Division.
- I.** The Contract Documents sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the parties with respect hereto. In the event that any portion of this Agreement shall be declared to be invalid or unenforceable, the Parties agree that such portion shall be severable and this Agreement shall be treated as though that portion had never been a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Service Contract on the date first above written.

Witness:

Pinellas Suncoast Transit Authority

Title: _____

Print Name: _____

Print Name: _____

APPROVED AS TO FORM:

Alan S. Zimmet, General Counsel

Witness:

Contractor: _____

Title: _____

Print Name: _____

Print Name: _____



**PINELLAS SUNCOAST TRANSIT AUTHORITY
TIRE PURCHASE -VS- LEASE
NEW FLEX VEHICLES
ADDITION TO GOODYEAR TIRE LEASE IFB#10-003B
June 1, 2013 through May 31, 2014**

4/16/2013

| | | | | | | PSTA PURCHASED TIRES - 2013/2014 | | | | PSTA LEASED TIRES - 2013/2014 | |
|------------------------------|----------------------|------------------|----------------------|----------------------------|-----------------------|----------------------------------|---------------------|-------------------------|-------------------------|-------------------------------|--------------------|
| Tire Size | Qty of Flex Vehicles | Position of Tire | No. of Tires/Vehicle | Average Miles/Year/Vehicle | Total Miles For Fleet | Avg. Life of Tire | Tires Used for Year | Estimated Cost per Tire | Estimated Purchase Cost | Tire Lease Cost/ Mile | Tire Lease Cost |
| LT225/75/R16 Load Range E | 8 | Front | 2 | 38,400 | 614,400 | 25,000 | 32 | \$160 | \$5,120 | \$0.0070 | \$4,300.80 |
| G949 RSA (Rib Tire) | 8 | Rear | 4 | 38,400 | 1,228,800 | 30,000 | 64 | \$250 | \$16,000 | \$0.0070 | \$8,601.60 |
| TOTAL | 8 | Total | 6 | 76,800 | 1,843,200 | | 96 | \$410 | \$21,120 | \$0.007 | \$12,902.40 |

Avg.Mile/Vehicle based upon present routes.
Suspect Flex Route increases.

PURCHASES - Option Year One (1): \$21,120.00
LEASE - Option Year One (1): \$12,902.40
LEASE SAVINGS - YEAR ONE (1): \$8,217.60



PINELLAS SUNCOAST TRANSIT AUTHORITY

GOODYEAR TIRE LEASE - PURCHASE ANALYSIS (OPTION YEAR ONE) (IFB# 10-003B)

June 1, 2013 through May 31, 2014

| 4/16/2013 Budgeted Miles: 9,739,630 | | | | | | | | | OPTION YEAR ONE (1) | | |
|-------------------------------------|-------------|------------|--------|------------|---------------------|-------------------|------------------------|-------------------|---------------------|----------------------------------|------------------------------------|
| TYPE OF BUS | TIRE SIZE | QTY Buses | MODEL | Tires /Bus | Miles by % of Fleet | Tire Life (Miles) | No. of Tires Used (YR) | Avg. Cost of Tire | PURCHASED | Tire Lease Cost perTire per Mile | Tire Lease Cost - 12 Months Period |
| 40' LF (Diesel) | 305/85R22.5 | 92 | GILLIG | 6 | 4,791,690 | 64,000 | 449 | \$658 | \$295,394 | \$0.0070 | \$201,251 |
| 40' LF BRT(HydrId/Diesel/Electric) | 305/85R22.5 | 8 | GILLIG | 6 | 416,669 | 64,000 | 39 | \$658 | \$25,686 | \$0.0070 | \$17,500 |
| 40' MCI | 315/80R22.5 | 10 | MCI | 8 | 520,836 | 49,000 | 85 | \$523 | \$44,436 | \$0.0070 | \$29,167 |
| 35'LF (Diesel) | 305/85R22.5 | 33 | GILLIG | 6 | 1,718,758 | 64,000 | 161 | \$658 | \$105,957 | \$0.0070 | \$72,188 |
| 35'LF BRT (Diesel) | 305/85R22.5 | 2 | GILLIG | 6 | 104,167 | 64,000 | 10 | \$658 | \$6,422 | \$0.0070 | \$4,375 |
| 35' LF BRT (HybridDiesel/Elec) | 305/85R22.5 | 17 | GILLIG | 6 | 885,421 | 64,000 | 83 | \$658 | \$54,584 | \$0.0070 | \$37,188 |
| 35'LF Trolley Diesel | 305/85R22.5 | 9 | GILLIG | 6 | 468,752 | 64,000 | 44 | \$658 | \$28,897 | \$0.0070 | \$19,688 |
| 35'LF Trolley Hybrid die/elec. | 305/85R22.5 | 7 | GILLIG | 6 | 364,585 | 64,000 | 34 | \$658 | \$22,476 | \$0.0070 | \$15,313 |
| 29' LF Diesel | 305/85R22.5 | 9 | GILLIG | 6 | 468,752 | 44,000 | 64 | \$448 | \$28,609 | \$0.0070 | \$19,688 |
| TOTAL: | | 187 | | | 9,739,630 | | 969 | | \$612,461 | \$0.0070 | \$416,356 |

Note: Of the two (2) remaining one (1) year Options, Goodyear elected to only exercise the first option this year.

**See Flex Vehicle Lease Analysis.

| | |
|---|------------------|
| PURCHASE - Option Year One (1): | \$612,461 |
| RENEW LEASE - Option Year One (1): | \$416,356 |
| LEASE SAVINGS - Option Year One (1): | \$196,105 |
| **Add: Flex Vehicles to Lease (Savings): | \$8,218 |
| GRAND TOTAL (Lease Savings): | \$204,322 |