

**Request for Proposal  
RFP # 17-001P  
Trolley Operations and Related Services**



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



<b>SUBMIT PROPOSAL TO:</b>	Pinellas Suncoast Transit Authority c/o Jean Smith Attn: RFP No. 17-001P 3201 Scherer Drive St. Petersburg, FL 33716	<b>REQUEST FOR PROPOSAL RFP No. 17-001P Trolley Operations and Related Services</b>
<b>Contact Person: Jean Smith, Purchasing Agent III, jsmith@psta.net</b>		

**Planned Procurement Schedule:**

**Issue Date: November 9, 2016**

**Non-Mandatory Pre-Proposal Meetings: November 17, 2016 at 11:30 a.m.**

**Deadline for Questions: December 1, 2016 at 1:00 p.m.**

**Response to Questions: December 9, 2016 (Tentative)**

**Proposal Due: January 11, 2017 at 2:00 p.m. Eastern**

**Short List Evaluation: January 31, 2017**

**In Person Interviews for Short List Firms: February 7, 2017**

**Board Approval: February 22, 2017**

**Transition and Contract Start Up: Transition: March through September 2017  
Contract Start (Service Begins): October 1, 2017**

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

**Duration of Offer:** All Proposals shall remain in effect for a minimum of one hundred ninety (190) days from the Proposal opening date. Offers that allow less than one hundred ninety (190) days for acceptance by PSTA will be considered non-responsive and will be rejected.

**Non-Mandatory Pre-Proposal Meeting:** All interested Proposers are invited to attend the Pre-Proposal meeting. The meeting will be held at the above address in the main Administration building. Questions may be discussed with Pinellas Suncoast Transit Authority at these meetings. Only questions submitted in writing will be considered as possible Addendum items.

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

**Number of copies required:** One (1) original, twelve (12) copies and one (1) CD shall be enclosed and sealed in envelope(s) with the Proposer's official name. **The original Proposal must be clearly marked as "Original".**

**Addendum:** From time to time, an Addendum may be issued to the Request for Proposal (RFP). Any such Addendum will be posted on Pinellas Suncoast Transit Authority's (PSTA) website, [www.psta.net](http://www.psta.net). Before submitting your Proposals please visit our website to download any Addendums that may have been issued. Please remember to sign and return the Addendum Acknowledgement Form Attachment 1 with your completed Proposal package.

## Contents

<b>SECTION 1: INTRODUCTION</b>	<b>6</b>
<b>SECTION 2: GENERAL INFORMATION</b>	<b>7</b>
2.1 Overview	7
2.2 Objective	7
2.3 Current Routes	8
2.4 Current Fare Structure	8
2.5 Operational Statistics	8
2.6 Details of Scope of Services	11
<b>SECTION 3: GENERAL PROPOSAL REQUIREMENTS</b>	<b>12</b>
3.1 Minimum Qualifications	12
3.2 Public Meetings	12
3.3 Compliance with Solicitation Requirements	12
3.4 Additional Information	13
3.5 Contact with PSTA Staff (Cone of Silence)	13
3.6 Applicable Laws	13
3.7 Mathematical Errors	13
3.8 Solicitation Expenses	13
3.9 Ownership of Work Product	14
3.10 Royalties and Patents	14
3.11 Sealed Proposals	14
3.12 Bonding Requirements	14
3.13 Insurance	14
3.14 Proposal Format and Content	17
3.15 Proposals or Withdrawal of Proposals	23
3.16 Public Records	23
3.17 Interpretation of RFP Documents	24
3.18 Addendum to RFP	24
3.19 Type of Contract	24
3.20 Term of Contract	24
3.21 Forms	24
3.22 Trade Secrets Execution to Public Records Disclosure	25
<b>SECTION 4: PROPOSAL EVALUATIONS</b>	<b>26</b>
4.1 Evaluation Criteria	26
4.2 Qualifications for Award	27
<b>SECTION 5: GENERAL CONDITIONS</b>	<b>28</b>
5.1 Rights of PSTA in Request for Proposal Process	28
5.2 Proposal Protest Procedures	28
5.3 Prices, Terms, Payment	30
5.4 Tax Exemption	30
5.5 Withholding Award	30
5.6 Proposal Acceptance, Rejection, and Postponement	30
5.7 Use of "Pinellas Suncoast Transit Authority" Name in Contractor Advertising or Public Relations	30

5.8	USDOT/FTA/FDOT Concurrence for Contract Award	31
5.9	Disadvantaged Business Enterprises (DBE) Participation	31
5.10	Exclusionary or Discriminatory Specifications	32
5.11	Collusion	32
5.12	Legal Requirements	32
5.13	Public Entity Crimes	32
5.14	Contract Execution	32
5.15	Proposal Acknowledgement	32
5.16	Joint Offers	33
5.17	Incorporation of Federal Transit Administration (FTA) Terms	33
5.18	E-Verify System	33
5.19	Use of Other Governmental Contracts	34
	ATTACHMENT 1 ACKNOWLEDGEMENT OF ADDENDA	35
	ATTACHMENT 2 PROPOSER INFORMATION FORM	36
	ATTACHMENT 3 COST PROPOSAL FORM	37
	ATTACHMENT 4 STATEMENT OF NO PROPOSAL	41
	ATTACHMENT 5 NON-COLLUSION AFFIDAVIT	42
	ATTACHMENT 6 CERTIFICATION OF RESTRICTIONS ON LOBBYING	43
	ATTACHMENT 7 DISCLOSURE OF LOBBYING ACTIVITIES	44
	ATTACHMENT 8 CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS	46
	ATTACHMENT 9 CERTIFICATION OF LOWER-TIER PARTICIPANTS (SUBCONTRACTORS) REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION	47
	ATTACHMENT 10 DBE PARTICIPATION FORM	48
	ATTACHMENT 11 E-VERIFY AFFIDAVIT	49
	ATTACHMENT 12 CONTRACTOR'S STATEMENT ON SUBCONTRACTORS	50
	ATTACHMENT 13 DRUG FREE WORKPLACE PROGRAM	51
	<b>EXHIBIT A SCOPE OF SERVICES</b>	<b>52</b>
1.	Introduction	53
2.	Definitions	53
3.	Service Area and Hours of Operations	55
4.	Revenue Fleet Requirement	55
5.	Facility	55
6.	PSTA Furnished Equipment	55
7.	Fare Handling	56
8.	Planned Service	56
9.	Dispatch	57
10.	Complaints	57
11.	Staff Hiring, Retention, and Training Requirements	58
12.	Management	62
13.	Drug and Alcohol Program	62
14.	Safety Program	63
15.	Accidents and Incidents	65
16.	Vehicles	65
17.	Vehicle Maintenance	65
18.	Performance Standards	67
19.	Incentives and Liquidated Damages	68
20.	Reporting Requirements	70

<b>21.</b>	<b>Marketing, Branding and Public Engagement</b>	<b>71</b>
<b>22.</b>	<b>Vehicle Advertising</b>	<b>71</b>
<b>23.</b>	<b>Charter Operations</b>	<b>71</b>
<b>EXHIBIT B CONTRACT</b>		<b>72</b>
<b>EXHIBIT C Florida Chapter 14-90</b>		<b>114</b>
<b>CHAPTER 14-90</b>		<b>115</b>
14-90.002 Definitions.		115
14-90.004 Bus Transit System Operational Standards.		117
14-90.0041 Medical Examinations for Bus Transit System Drivers.		121
14-90.006 Operational and Driving Requirements.		122
14-90.007 Vehicle Equipment Standards and Procurement Criteria.		124
14-90.009 Bus Safety Inspections.		127
14-90.010 Certification.		129
14-90.012 Safety and Security Inspections and Reviews.		129
<b>EXHIBIT D Vehicle Specifications</b>		<b>131</b>

## **SECTION 1: INTRODUCTION**

### **Profile of the Authority**

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

The Pinellas Suncoast Transit Authority (PSTA or the Authority) was created in 1984 via a merger of the St. Petersburg Municipal Transit System and the Central Pinellas Transit Authority to provide Pinellas County with a cohesive public transit system.

PSTA serves most of the unincorporated area and 21 of the County's 24 municipalities with a fleet of 210 buses, including 16 trolleys, serving 40 routes. Of the 40 routes, four (4) are privatized currently as is 100% of PSTA's significant Paratransit program. This accounts for 98% of the County's population and 97% of its land area. The cities of St. Pete Beach, Treasure Island, Kenneth City, Belleair Beach, and Belleair Shore are not members of the Authority; however, St. Pete Beach and Treasure Island contract for service. During fiscal year 2015, PSTA's vehicles traveled a total of 8.8 million revenue miles, providing approximately 617,000 hours of service, and 14.9 million passenger trips.

### **Officials**

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

### **Services and Service Delivery**

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

## **SECTION 2: GENERAL INFORMATION**

### **2.1 Overview**

PSTA is soliciting proposals for fixed route vintage trolley service along three routes that serve the downtown, residential and tourist areas of Clearwater, Dunedin, Palm Harbor, Tarpon Springs, and unincorporated Pinellas County. The purpose of this solicitation is to procure a Proposer to provide trolley services beginning October 1, 2017. The intent of the trolley service is to provide a specialized branded service as an enhancement to our current fixed route services while providing seamless public transportation system information and service for visitors and residents of Pinellas County. The Proposer is required to provide the operations, administration and maintenance facility, vintage trolleys, non-revenue vehicles, and all personnel to operate the service. Vintage Trolley is defined as a transit vehicle with more than twenty (20) passenger capacity that is designed to replicate a trolley vehicle operated circa the early 1900's.

PSTA has engaged in a partnership with various municipalities, other government entities, and major stakeholders to plan, implement, and fund the operations of the trolley system. The trolley routes are focused on the beach and tourist markets in Clearwater and North Pinellas County along the coast.

Through this solicitation, PSTA will implement a public transit service that is responsive to the needs of the employees, visitors, and residents of Pinellas County, Florida. PSTA reserves the right to increase or decrease routes that may be considered throughout the life of the contract. In providing Trolley Service, the Proposer is required to meet(s) all applicable Americans with Disabilities Act (ADA) requirements for public transit vehicles and complies with all safety, mechanical, and vehicular standards mandated by PSTA and any other applicable regulatory agencies.

### **2.2 Objective**

PSTA is seeking to select a Proposer that is the most advantageous and in the best interest of PSTA to provide vintage trolleys, maintenance, fuel, personnel and operations for the required services.

The primary objectives of the service operation are to:

- Provide safe, clean, reliable, efficient and cost-effective transit vintage trolley service within the requirements of this RFP.
- Establish an eco-friendly fleet of vintage trolley vehicles, with capacity for, at a minimum of twenty-five (25) passengers, in an attractive design and image suitable to PSTA.
- Deliver a professional, courteous, and pleasant transit experience for each passenger.

## 2.3 Current Routes

The current service includes three (3) routes: North Beach, South Beach and Coastal. The Beach routes operate every half hour from 10:00 a.m. until 11:30 p.m. Monday through Sunday, three-hundred sixty five (365) days per year. The Coastal route operates from Clearwater Beach through Downtown Clearwater, Dunedin and Palm Harbor to Tarpon Springs on an hourly basis from 8:30 a.m. until midnight, three-hundred sixty (365) days per year. Additional routes may be added in the future. The trolley routes operate in one of the highest tourist corridors in Florida and as such, are subject to substantial increase in demand during the various peak seasons of the year, most notably mid-February to mid-April. A map of the existing service area can be found listed in the bus schedules on PSTA's website

Trolley service funding partners include the cities of Clearwater, Dunedin, and Tarpon Springs as well as the Clearwater Downtown Development Board (DDB) and Pinellas County. PSTA is the primary authorizing agency for routes, schedules and fares for trolley services. PSTA's funding partners provide a share of the funds to ensure a continuous and professional service for our visitors and residents. This service is currently operated by Jolley Trolley Transportation of Clearwater.

## 2.4 Current Fare Structure

The fare structure for the trolley services is the same as PSTA's fixed route services. The table below shows the PSTA current fare structure.



PSTA Fare Structure-as of 12/16/15

CATEGORY	CASH-1 Ride	1-DAY	3-DAY	7-DAY	31-DAY
CHILDREN (5 YEARS AND UNDER)	FREE				
REGULAR	\$2.25	\$5.00	\$10.00	\$25.00	\$70.00
REDUCED	\$1.10	\$2.50	\$5.00	\$12.50	\$35.00
REGIONAL	\$3.00	\$6.00	\$18.00	\$30.00	\$85.00
REGIONAL REDUCED	\$1.50				
DART	\$4.50				

Categories:

**REGULAR** = Most local trips within Pinellas County

**REDUCED** = Local trips for Seniors (65+), Disabled, Youth (18 and under), and Students

**REGIONAL** = Travel between counties in the Tampa Bay Region

## 2.5 Operational Statistics

The below tables shows Ridership for Fiscal Year 2015 (October 2014 to September 2015) and Fiscal Year 2016 (October 2015 to September 2016) for both the Beach Routes and the Coastal Route. The statistics for the Coastal Route are for Friday, Saturday and Sunday service only.





Beach Routes Ridership									
FY 2015 October 2014 – September 2015					FY 2016 October 2015 – September 2016				
	Total Trips Weekdays	Total Trips Saturday	Total Trips Sunday	Total Monthly Trips		Total Trips Weekdays	Total Trips Saturday	Total Trips Sunday	Total Monthly Trips
<b>October</b>	7,930	2,546	1,820	12,296		8,102	2,825	1,584	12,511
<b>November</b>	4,816	1,751	1,231	7,798		5,701	1,768	1,487	8,956
<b>December</b>	5,812	1,585	1,127	8,524		6,149	1,614	1,283	9,046
<b>January</b>	7,230	2,565	1,760	11,555		5,582	2,154	1,563	9,299
<b>February</b>	8,801	2,474	1,956	13,231		9,209	2,416	2,100	13,725
<b>March</b>	14,512	3,271	3,498	21,281		13,747	3,018	2,352	19,117
<b>April</b>	12,284	3,261	2,260	17,805		11,207	4,029	2,433	17,669
<b>May</b>	8,867	3,419	2,485	14,771		9,662	2,973	2,070	14,705
<b>June</b>	9,050	2,451	1,764	13,265		9,811	2,203	1,659	13,673
<b>July</b>	11,248	2,423	1,785	15,456		9,360	2,595	2,199	14,154
<b>August</b>	8,223	2,474	1,867	12,564		7,356	1,671	1,203	10,230
<b>September</b>	5,756	2,175	1,820	9,751		4,828	1,494	1,271	7,593
<b>TOTALS</b>	<b>104,529</b>	<b>30,395</b>	<b>23,373</b>	<b>158,297</b>		<b>100,714</b>	<b>28,760</b>	<b>21,204</b>	<b>150,678</b>



Coastal Route Ridership Friday – Sunday Only								
FY 2015 October 2014 – September 2015					FY 2016 October 2015 – September 2016			
	Total Trips Weekdays	Total Trips Saturday	Total Trips Sunday	Total Monthly Trips	Total Trips Weekdays	Total Trips Saturday	Total Trips Sunday	Total Monthly Trips
<b>October</b>	1,361	1,866	1,005	4,232	1,052	1,874	798	3,724
<b>November</b>	913	1,633	913	3,459	924	1,369	908	3,201
<b>December</b>	1,390	1,311	757	3,458	856	1,142	935	2,933
<b>January</b>	1,520	2,154	1,287	4,961	978	1,537	912	3,427
<b>February</b>	1,528	1,868	1,570	4,966	1,402	1,699	1,242	4,343
<b>March</b>	1,883	2,410	2,161	6,454	1,721	1,971	1,238	4,930
<b>April</b>	1,391	2,446	1,215	5,052	1,581	2,145	1,348	5,074
<b>May</b>	1,569	1,741	1,406	4,716	1,341	1,565	997	3,903
<b>June</b>	864	1,521	891	3,276	1,021	1,456	709	3,186
<b>July</b>	925	1,106	707	2,738	1,244	1,542	1,043	3,829
<b>August</b>	638	1,164	1,012	2,814	675	1,271	631	2,577
<b>September</b>	789	1,332	1,173	3,294	918	1,019	824	2,761
<b>TOTALS</b>	<b>14,771</b>	<b>20,552</b>	<b>14,097</b>	<b>49,420</b>	<b>13,713</b>	<b>18,590</b>	<b>11,585</b>	<b>43,888</b>

	All Routes
Annual Operating Hours	<b>33,070</b>
- Sunday – Thursday Operating Hours	23,284
- Friday – Saturday Operating Hours	9,786
Annual Revenue Miles	<b>339,337</b>
- Sunday – Thursday Operating Miles	234,090
- Friday – Saturday Operating Miles	105,247
Vintage Trolley Vehicles	
- Off-Peak Season	8 (plus spare ratio)
- Peak Season (Max)	12 (plus spare ratio)
FY2017 Contract Rates	\$62.57 per hour
FY2017 Advertising Rev	\$32,589.75
FY2017 Total PSTA & Partner Contributions	\$182,503

## 2.6 Details of Scope of Services

The requirements and Scope of Services required under this RFP are detailed in the attached Exhibit A, Scope of Services.

## **SECTION 3: GENERAL PROPOSAL REQUIREMENTS**

### **3.1 Minimum Qualifications**

The Proposer should meet the minimum qualifications set forth below:

- A. The Proposer shall have three (3) years' experience in managing a fixed route public transit and/or Trolley Services and experience with the operations of tourist oriented transportation services or similar services.
- B. Provide Service in accordance with the Americans with Disability Act (ADA).
- C. Proposer shall be licensed and authorized to conduct business in State of Florida prior to contract execution.
- D. The Proposer shall be capable of providing trolley service during the service hours as required in the Scope of Services.
- E. The Proposer shall demonstrate that they and all employees have the appropriate licensing and are properly licensed to drive in the State of Florida. All applicable employees shall be in possession of a valid driver's license appropriate for vehicles operated, including passenger endorsement.
- F. Proposer shall provide a description of their financial stability. Each Proposer shall submit a statement of financial condition which demonstrates that the organization is in sound financial condition.
- G. Proposer shall provide a statement of insurability from a reputable insurance company which meets PSTA insurance requirements as stated in this RFP.

### **3.2 Public Meetings**

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

### **3.3 Compliance with Solicitation Requirements**

- A. Each Proposal should meet the requirements specified in this solicitation.
- B. Failure to submit the required forms and information in the manner specified may result in the Proposal being found non-responsive, at the sole discretion of PSTA.
- C. Proposals failing to demonstrate the stated minimum qualifications may be deemed non-responsive, at the sole discretion of PSTA.

### **3.4 Additional Information**

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

### **3.5 Contact with PSTA Staff (Cone of Silence)**

- A. After the issuance of the solicitation prospective Proposers or any agent, representative or person acting at the request of such Proposer shall not contact, communicate with or discuss any matter relating in any way to the solicitation with any officer, agent or employee of PSTA or PSTA Board of Directors, including members of evaluation committees, other than the Director of Procurement or Purchasing Agent's named in the solicitation. Failure to comply with this provision may result in the disqualification of the Proposer, at the discretion of PSTA.
- B. This prohibition begins with the issuance of this solicitation and ends upon issuance of a purchase order or execution of the contract, whichever comes first, or upon cancellation of the solicitation. Violation of this prohibition may result in the Proposer being considered non-responsive.
- C. Notwithstanding the forgoing, during the negotiation period, Proposer may communicate with those members of PSTA staff, consultants, or third parties as designated by PSTA Director of Procurement.
- D. Proposer shall not disseminate ridership, fare or other data or information to any party without prior written approval from PSTA or as required by law.

### **3.6 Applicable Laws**

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

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

### **3.7 Mathematical Errors**

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

### **3.8 Solicitation Expenses**

Proposers shall bear all costs and expenses incurred with developing, preparing, submitting Proposals and participating in this process.

### **3.9 Ownership of Work Product**

All plans and specifications developed under any contract resulting from this solicitation shall become the property of PSTA and may not be re-used by the Proposer without the PSTA's permission.

### **3.10 Royalties and Patents**

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

### **3.11 Sealed Proposals**

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

### **3.12 Bonding Requirements**

The Proposer shall be required to obtain a performance bond at time of award. The Performance Bond shall be in the amount of one hundred thousand dollars (\$100,000). The Performance Bond shall be renewable on an annual basis and shall conform with all requirements set forth in the Contract attached in Exhibit B.

### **3.13 Insurance**

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

Delays in commencement due to failure to provide satisfactory evidence of insurance shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work commenced as scheduled. In the event Proposer has subcontractors, including independent contractors, perform any portion of the work in the Contract Documents; either Proposer shall name those subcontractors and independent contractors as "additional insured" or each Subcontractor and independent contractor shall be required to have the same insurance requirements as Proposer. Proposer is responsible for confirming each Subcontractor is in compliance with the insurance requirements as set forth in this document. Insurance must be maintained throughout the entire term of this Agreement, insurance of the types and in the amounts set forth. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced or until termination of this Agreement.

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "B+" as assigned by AM Best. Proposer shall provide PSTA with properly executed and approved Certificates of Insurance to evidence compliance with the insurance

requirements to PSTA's Procurement/Risk Management Division. A copy of the additional insured endorsement(s) for Commercial General Liability needs to be attached to the certificates. If Proposer has been approved by the Florida State Department of Labor, as an authorized self-insured for Workers' Compensation, PSTA's Procurement/Risk Management Department shall recognize and honor such status. Proposer may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on Proposer's Excess Insurance Program. If Proposer participates in a self-insurance fund, updated financial statements may be required upon request, such self-insurance fund shall only be accepted, at the sole discretion of PSTA, and only if PSTA finds the financial statements to be acceptable. Proposer shall provide to PSTA's Procurement/Risk Management Department, satisfactory evidence of the required insurance by, either:

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

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

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

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

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

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

Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by Proposer shall apply on a first dollar basis

without application of a deductible or self-insured retention. Under limited circumstances, PSTA may permit the application of a deductible or permit Proposer to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. In such instances, Proposer shall pay on behalf of PSTA and PSTA's board members, officers or employees, any deductible or self-insured retention applicable to a claim against PSTA and PSTA's board members, officer(s) or employee(s).

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

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

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

**Minimum required Commercial General Liability coverage will include:**

- (i) Premises Operations
- (ii) Products and Completed Operations
- (iii) Blanket Contractual Liability
- (iv) Personal Injury Liability
- (v) Expanded Definition of Property Damage
- (vi) \$1,000,000 Aggregate

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

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

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

**This policy should not be subject to any aggregate limit.**

**C. Workers' Compensation Insurance.** Prior to beginning work, Proposer shall obtain Workers' Compensation Insurance with limits sufficient to meet the requirements of Florida Statutes Limits per Chapter 440. Contractor shall maintain throughout, and will



remain in force during the term of this Contract for all employees engaged in work under this contract.

**The Employers' Liability Insurance** with limits no less than:

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

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

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

- D. **Commercial Crime Coverage.** The Contractor shall purchase and maintain, throughout the term of this contract, Commercial Crime Coverage to pay for losses to PSTA property or money caused by employee dishonesty, theft or robbery of money inside the premises and loss, theft or robbery of money outside the premises.

The minimum limits shall be:

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

### **3.14 Proposal Format and Content**

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

**The Proposals shall be addressed and clearly marked as indicated below:**

Pinellas Suncoast Transit Authority  
**c/o: Jean Smith, Purchasing Agent III**  
**Attn.: Proposal # 17-001P Trolley Operations and Related Services**  
3201 Scherer Drive  
St. Petersburg, Florida 33716

Only sealed Proposals delivered to the above address will be accepted. If a Proposer's submittal does not all fit in one box, please mark the boxes accordingly (example – Box 1 of 2, Box 2 of 2).

Proposals shall contain the information listed below and formatted with the tabs in the Original and all Copies.

This section contains instructions for providing the information that would allow timely and efficient review of the Proposals. Each required item is listed separately below with additional information as appropriate. Please provide separate responses to each of these items in the order in which they are presented, under each tab accordingly. Any additional relevant information not applicable to the required items should be provided in Tab 7. Completeness and clarity is required and will assist the evaluators in reviewing your Proposal.

Proposers shall carefully follow the format and instruction outlined below, observing format requirements where indicated. This information should be provided for the Proposer and any subcontractors to be utilized for the work contemplated by this Solicitation. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

**The response to this solicitation shall be presented in the following format. Failure to do so may deem your Proposal non-responsive.**

**A. TAB 1**

- **Table of Contents**  
The table of contents should outline, in sequential order, the major sections of the Proposal as listed below, including all additional relevant documents requested for submission. All pages of the Proposal, including the enclosures, should be clearly and consecutively numbered and correspond to the table of contents.
- **Executive Summary**
  - An Executive Summary containing a summary of the Proposer's understanding of the services required and community to be served as well as Qualifications, Experience, Ability and Capability to perform the required services, Methodology and Overall Approach, and Technical Solution as required in the RFP.
  - The Executive Summary transmitting the proposal shall be signed and dated. The letter shall indicate that the Proposer agrees to be bound by the Proposal without modifications, unless mutually agreed to upon further negotiations between PSTA and the Proposer.
  - The Executive Summary shall contain the name, title, address, e-mail address, and telephone number(s) of an individual(s) with authority to bind the Proposer during the period in which PSTA is evaluating Proposals.

- The Executive Summary shall contain a statement that the Proposal is valid for a minimum of one hundred and ninety (190) days.
  - ⊖ The Executive Summary shall be signed by a principal of the Proposer or other person fully authorized to act on behalf of the Proposer.
- Detailed Background of Your Company
  - Describe the size of your company and its ability to provide required services.
  - Describe your current operations and the manner and scope of other services currently or in the last five years.
  - Describe the Proposer's management capacity and system for coordinating all of the services to be provided under this RFP and any other contracts of the Proposer;
  - Discuss how you plan to handle and coordinate all these efforts, along with the services to be performed pursuant to the RFP, if awarded a contract.
  - Note in particular the length of time you have been providing the required services.
  - Clearly identify the relevancy and similarity of the work performed to that which is required by this RFP.
  - Provide a list of the transit systems or similar operations (maximum of 5) for which you currently operate similar services and those for which you operated trolley services in the past, including the dates of operation, annual ridership and contact information for the individual (s) who administered the purchased transportation contract.
  - Provide information as to whether Proposer has been acquired, plans to be acquired or merged with any other firms in the future, if known. Explain how said merger with another entity(s) may affect the services to be provided to PSTA, if any.
- Articles of Incorporation
- Should Proposer propose to utilize a sub-contractor(s) to perform any of the services, Proposer must identify Subcontractor (s) and those services to be performed. Proposer must provide Subcontractor(s) qualifications and experience in detail, highlighting the experience in various areas addressed in this RFP. List who will be acting as the prime contractor, including address, contact and phone numbers, and briefly describe each additional party's relationship to the prime contractor.
- Organizational Chart
  - The Proposer should provide an organizational chart which identifies how the following functions will be satisfied: contract management, project management, maintenance, dispatch, customer service, safety and training, reporting, and operations management.
- Resumes of Key Personnel That will be Assigned to this Project
  - The Proposer shall provide a listing of the Project Manager and any other key personnel with resumes illustrating their qualification for each position.
  - Each resume should be no more than 2 pages for each proposed staff person

B. TAB 2

- Understanding of Project
  - Describe the Proposer's understanding of the services to be provided, including knowledge of the local community residents, and tourist driven service demands.
- Approach to Providing Services
  - Describe the strategy and timeline for implementing transportation services under this contract. Emphasis should be on a timely, thorough implementation plan and assurance of service quality and efficiency. The description should include, but is not limited to, all steps needed to establish a facility, acquire the fleet of vehicles and

- equipment, hire staff, and establish local operations, and prepare for reporting and other administrative tasks required by PSTA. The plan and timetable shall address all activities, which shall be required for Contract start-up through the first three (3) months of system operations.
  - The transition plan shall demonstrate how the transition to a different provider will be accomplished with no disruption to existing service. The plan shall include a recruitment and training schedule, acquisition of necessary equipment and facilities, and completion of all required licenses and certifications.
  - The Proposer shall detail and thoroughly document its knowledge of the issues and problems inherent in providing transit service start-up and in a transition between an incumbent Proposer and a new Proposer, and shall thoroughly explain the contingency measures and back-up plan to be implemented by the Proposer in the event problems arise.
  - For the current contractor, in lieu of the transition plan the incumbent should discuss actions to be taken to meet RFP requirements.
- Staff Composition and Quantity
  - Describe staffing levels for the services (drivers, dispatchers, etc.). State if employees are your employees or subcontractors.
  - Provide the number of full-time and part-time employees per position.
  - Provide job descriptions for key positions.
- Pay and Benefit Plan
  - Pay Information
    - Whether employees will be paid on an hourly or salaried basis
    - Number of weekly hours that constitute full-time employment
    - Proposed starting wage – hourly or annual, depending on how paid, per position
    - How employees will be compensated for training
    - How employees will be compensated for overtime
    - Wage escalation plan for both starting wage and existing employees
    - Proposer's employee incentive programs
  - Benefit Plan
    - Provide a summary of your benefit package provided to all proposed employees, including any and all eligibility requirements. This information should also include any incentive, motivational or awards program offered by Proposer.
- Performance/Service Monitoring
  - The Proposer shall provide a description of how service will be monitored and who will monitor it, with the minimum qualifications of persons who will be assigned this responsibility.
  - Describe in detail the plan to ensure that drivers will present a neat and professional appearance when on duty.
- Customer Service/Complaints
  - The Proposer shall provide a description of the proposed process for responding to and addressing customer complaints, including implementation of corrective actions.
- Employee Training
  - The Proposer shall provide a description of the training program for vehicle operators, supervisors, dispatchers and maintenance personnel. The number of

- hours of training and types of training to be provided for each position should be specified.
- Describe requirements for refresher, or other annual training requirements.
- Required Plans and Programs
  - The Proposer shall submit a sample of the plans listed below and a statement that all required system plans required by FTA or other regulatory agencies are compliant and available for PSTA to examine upon request. At a minimum, the below plans are required:
    - System Safety Program Plan (SSPP)
    - System Security Plan (SSP)
    - Continuity of Operations Plan (COOP)
    - EEO/Affirmative Action Plan
    - Drug and Alcohol Program Plan
- Vehicle Branding
  - Describe a plan for working with PSTA to ensure vehicle branding that reinforces trolley services as a PSTA product. This may include using specific paint colors and graphics.
- Green Concepts
  - Describe the green concepts that will be incorporated in providing the services or at the maintenance facility. Example: any alternative fuel vehicles, revenue or non-revenue that will be used or other environmentally friendly products and services to be used while provide services for PSTA.

C. TAB 3

- Employee Work Rules
  - Submit a copy of your employee work rules handbook which details personnel policies including but not limited to sexual harassment, discrimination, drug free program, violence in the workplace, ADA, discipline, employee evaluations, training, and development of employees.
- Financial Statements
  - Each Proposer shall submit a statement of financial condition which demonstrates that the organization is in sound financial condition. PSTA reserves the right to review the Proposers financial statements.
  - Statement to agree to maintain forty-five (45) days of financial reserves sufficient to cover all payroll and operating expenses.
  - Provide information on any bankruptcy proceedings which the Proposer or any of its affiliates have been involved in within the last ten (10) years.
- Current and Past Contracts
  - Proposers shall provide the following:
    - Provide up to five (5) references for entities, preferably government entities of a similar size for whom similar trolley or transit services have been performed.
    - Any investigative, audit, or similar findings or charges of Proposer or Principal's fraud, malfeasance, anti-trust violation, civil violation, violation of transportation regulations, criminal activity or fine including those agreed to by settlement for the last five (5) years.
    - Contracts concluded prior to expiration by termination, negotiations, settlement, or defaulted.
    - Contracts terminated for convenience either by the Client or at the Proposer's request.

- Contracts where the Proposer requested that option periods not be exercised.
  - Contracts where costs were renegotiated during the contract term at the Proposer's request.
  - List any law suits the Proposer or its Principals have been involved within the last three (3) years.
- Operations
  - The Proposer shall provide a description of the Proposer's communication system and procedures including a description of the computer system and software to be utilized by the Proposer for runcutting and blocking.
  - Describe how you shall address the requirements of the Americans with Disabilities Act (ADA).
  - Describe how you shall meet PSTA and FTA reporting requirements.
  - Provide any other programs, information, plans, details, approach or methodology that Proposer feels adds value to providing trolley service.
- Cash Management
  - Describe the farebox and collection devices to be used for PSTA service. Attach any pictures or drawings of an installed farebox in the proposed vehicles.
  - The Proposer shall describe their policy and procedure for cash management. This shall also include an explanation or overview of how cash fares and fare tickets will be sold, collected, accounted and reported.
- Vehicles/Maintenance Program
  - Proposer shall provide a list of the vehicles that the Proposer intends to use to provide the requested services. The description shall include for each vehicle, at a minimum: the year, model and mileage of the vehicle; the percentage of years and miles remaining on the vehicle life based on the Altoona test; whether the vehicle is equipped with a lift or ramp; lift weight capacity; the seating capacity of the vehicle; and the number of securement areas in the vehicle. All of the proposed vehicles shall have side-loading ramps/lifts which meet the requirements of the ADA. The side-loading ramps/lifts may either be located at the front entrance door, mid-ship of the vehicle, or rear curbside.
  - Proposer shall submit color picture(s), both exterior and interior, of proposed vintage trolley for the service. A seating and wheelchair tie-down area layout shall also be included.
  - The Proposer shall provide a description of the Proposer's vehicle maintenance program including, but not necessarily limited to: staffing, level of expertise, maintenance actions and frequency, including preventative maintenance schedule.
  - If Proposer does not perform any or all of its own maintenance in-house, provide the requirements of the maintenance required by the subcontractor. The maintenance oversight of the subcontractor shall also be included.
  - Proposer shall include a sample Maintenance Plan for trolley or similar service.
- Incorporation of Technology
  - Describe the types of technology available on the vehicles, such as camera systems.
  - Describe experience with farebox, AVL/GPS, and other technology equipment.
- Describe experience in reporting for:
  - National Transit Database (NTD) Reporting.
  - Department of Transportation (DOT) Drug and Alcohol Program MIS Reporting.
- Provide sample Ridership and Operational Statistics Reports using either blank report forms or actual data.

D. TAB 4

- Cost Proposal: All transition and startup costs shall be included in unit cost per revenue hour. Proposer shall provide an itemized and breakdown cost. PSTA is requesting per hour costs to operate the Trolley Services. Proposer may use support documents; however the document in Attachment 3 must be completed. Failure to do so may deem your Proposal non-responsive.
- Each Proposer shall submit a proposed cost per revenue hour, inclusive of overhead and deadhead costs. Proposers should not use platform hours when submitting Cost Proposals.
- Proposals shall include firm prices for five (5) years.

E. TAB 5

- Disadvantaged Business Enterprise (DBE) forms and other documentation to submit DBE requirement.

F. TAB 6

- Required Forms that are not included in other Tabs

G. TAB 7

The Proposer may include any additional information which may be beneficial to PSTA.

- Proposer shall provide a description of what, if any, “value added” services or technological support can be provided by the Proposer to improve and enhance equity, efficiency, or effectiveness at no additional cost to PSTA, or if there is a cost associated, state the cost. The description shall include how equity, efficiency, and/or effectiveness will be improved by the utilization of the “value added” service and/or technological support. Proposers should address how the services or technology add to the customer service/experience.
- Note this information will not be used in the evaluation process.

### 3.15 Proposals or Withdrawal of Proposals

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

### 3.16 Public Records

All Proposals submitted are public records subject to production unless specifically exempt by Florida Statutes. Proposals which contain information that is “trade secret” as defined in Section 812.081, Florida Statutes, or otherwise exempt from Chapter 119, Florida Statutes shall be designated as such and the trade secret or exempt information shall be explicitly identified. However, any information marked as “trade secret” or exempt may be produced by PSTA in response to a public records request if PSTA determines, in its sole discretion, that the information does not meet the definition of “trade secret” in Section 812.081 and is not exempt from Chapter 119, Florida Statutes. Proposers may not designate its entire Proposal as confidential. The Proposer may not designate its cost proposal or any

required proposal forms or certifications as confidential.

### **3.17 Interpretation of RFP Documents**

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

### **3.18 Addendum to RFP**

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

### **3.19 Type of Contract**

PSTA intends to award a firm and fixed price contract (s). The services of the Proposer will be based on the Scope of Services as outlined in this RFP.

### **3.20 Term of Contract**

This Contract shall become effective and commence on the date of award by PSTA's Board of Director's ("Effective Date") and shall remain in effect for five (5) years with the option to extend for five (5) one year periods.

### **3.21 Forms**

Proposer shall comply with the request to complete and return all forms. All attachments shall be completed, signed, and submitted with the Proposal. PSTA, in its sole discretion, may disqualify a Proposer for failure to submit the below requested forms.

- ATTACHMENT 1 – Acknowledgement of Addenda
- ATTACHMENT 2 – Proposer Information Form
- ATTACHMENT 3 – Cost Proposal Form
- ATTACHMENT 4 – Statement of No Proposal
- ATTACHMENT 5 – Non-Collusion Affidavit
- ATTACHMENT 6 – Certification of Restrictions on Lobbying
- ATTACHMENT 7 – Disclosure of Lobbying Activities
- ATTACHMENT 8 – Certification of Contractor Regarding Debarment, Suspension, and Other Responsibility Matters
- ATTACHMENT 9 – Certification of Lower-Tier Participants (Subcontractors) Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
- ATTACHMENT 10 – DBE Participation Form
- ATTACHMENT 11 – E-verify Affidavit
- ATTACHMENT 12 – Contractor's Statement on Subcontractors
- ATTACHMENT 13 – Drug Free Workplace Program



### **3.22 Trade Secrets Execution to Public Records Disclosure**

All Proposals submitted to PSTA are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets."

If the Proposal contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the RFP number marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person. By your designation of material in your Proposal as a "trade secret" you agree to indemnify and hold harmless PSTA for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by PSTA by reason of any legal action challenging your claim.

## SECTION 4: PROPOSAL EVALUATIONS

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

PSTA Selection Evaluation Committee reserves the right to request additional information from Proposers, to negotiate terms and conditions of the Contract, request presentations, or ask Proposers to appear before the Selection Evaluation Committee to clarify their Proposal.

The Selection Evaluation committee will perform a detailed evaluation of all the Proposal requirements as detailed in this RFP. Therefore, Proposers must closely read and strictly adhere to all instructions.

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

Any Proposal that the Selection Evaluation Committee finds not to have addressed the criteria, may be excluded from further consideration. The Selection Evaluation Committee will evaluate the Proposals in accordance with the evaluation criteria listed below.

### 4.1 Evaluation Criteria

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

EVALUATION CRITERIA		WEIGHTED FACTORS
A.	Qualification and Experience	30%
B.	Methodology and Overall Approach	15%
C.	Ability and Capability to Perform Services	20%
D.	Cost to PSTA	30%
E.	Disadvantaged Business Enterprise (DBE)	5%

Evaluation Criteria Description:

#### A. Qualification and Experience

- Information provided in Proposal submittal Tab 1.

#### B. Methodology and Overall Approach

- Information provided in Proposal submittal Tab 2.

#### C. Ability and Capability to Perform Services

- Information provided in Proposal submittal Tab 3.

#### **D. Cost Proposal**

- Information provided in Proposal submittal Tab 4.

#### **E. Disadvantaged Business Enterprise (DBE)**

- Information provided in Proposal submittal Tab 5.

#### **Oral Interview/Presentations**

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

#### **Negotiations with Selected Proposers**

PSTA will negotiate with the selected Proposer(s) to establish a contract. If unsuccessful, PSTA may elect to proceed with the next highest ranked Proposer until an agreement in PSTA's best interest has been reached or efforts are exhausted.

### **4.2 Qualifications for Award**

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

- The Proposer has the capacity, or the ability, to do business within the State of Florida.
- The Proposer has the capability to assure completion of the required services within the time specified under this contract.
- The Proposer has or will have the necessary facilities, financial resources and licenses to complete the contract in a satisfactory manner and within the required time (at time of award for the facilities and licenses).
- The Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or the contract proposed to be entered into.
- The Proposer is not in arrears to the Pinellas Suncoast Transit Authority upon debt or contract and is not defaulting as surety or otherwise, upon any obligation to the Pinellas Suncoast Transit Authority.
- No member, officer, or employee of PSTA during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- The Proposer is not on the Comptroller General's list of ineligible consultants.

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

## **SECTION 5: GENERAL CONDITIONS**

### **5.1 Rights of PSTA in Request for Proposal Process**

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

- Disqualify any Proposer in accordance with the General Conditions
- Reject any or all of the Proposals, at its discretion
- Remedy errors in the RFP
- Cancel the entire RFP
- Issue subsequent RFP
- Rank firms and negotiate with the highest ranking firm
- PSTA reserves the right to select the Proposal (s) that it believes will serve the best interest of PSTA
- Appoint evaluation committees to review Proposals
- Seek the assistance of outside technical experts to review Proposals
- Approve or disapprove the use of particular Subcontractors and Proposers
- Establish a short list of Proposers eligible for discussions after review of written Proposals
- Solicit best and final offers (BAFO) from all or some of the Proposers
- Determine whether or not a Proposer is a responsible Proposer
- Negotiate with any, all or none of the Proposers
- Award a contract to one Proposer
- Accept other than the lowest priced Proposal
- Request any necessary clarifications or Proposal data without changing the terms
- Disqualify the Proposal(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer(s)
- Waive any informalities or irregularities in any Proposal or this process, to the extent permitted by law
- Make selection of the Proposer or Proposers to perform the services required on the basis of the original Proposals without negotiation

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

### **5.2 Proposal Protest Procedures**

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

- A. Right to Protest: Any interested party, as defined by FTA Circular 4220.1F, Chapter VII, as it may be amended from time to time, who wishes to protest a PSTA decision or intended decision concerning a bid or a contract award, shall file a written Notice of Protest with the CEO of PSTA within seventy-two hours after the posting of the bid tabulation or after the issuance of the notice of PSTA's decision or intended decision and shall file a formal written protest within ten days after the date of the Notice of Protest. The formal written protest shall state with

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

### **5.3 Prices, Terms, Payment**

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

- A. Discounts: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for Proposal evaluation purposes.
- B. Mistakes: Proposers are expected to examine the conditions, scope of work, Proposal prices, extensions, specifications and all instructions pertaining to the request for Proposal. Failure to do so will be at the Proposers risk.

### **5.4 Tax Exemption**

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

### **5.5 Withholding Award**

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

### **5.6 Proposal Acceptance, Rejection, and Postponement**

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

PSTA may seek clarifications from any or all Proposers regarding their Proposals, or may request that Proposers submit modified Proposals or Best and Final Offers so all Proposers should submit their best Proposal.

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

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

### **5.7 Use of “Pinellas Suncoast Transit Authority” Name in Contractor Advertising or Public Relations**

PSTA reserves the right to review and approve any advertising copy related to this RFP in any way prior to publication. The successful Proposer will not allow such copy to be published in their advertisements or public relations programs until submitting such copy and receiving prior written approval from PSTA.

The successful Proposer agrees that published information relating to this RFP will be factual and in no way imply that PSTA endorses the successful Proposer's firm, service or product. In submitting a Proposal, the Proposer agrees not to use the results there from as a part of any commercial advertising.

## **5.8 USDOT/FTA/FDOT Concurrence for Contract Award**

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

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

## **5.9 Disadvantaged Business Enterprises (DBE) Participation**

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

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

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

While there is no minimum percentage goal established, firms are encouraged to utilize certified DBEs and compliance with the goal may be fulfilled by DBE's performing as either:

- A member of a joint venture as a prime consultant;
- An approved subcontractor;
- An owner-operator of equipment;
- A renter of equipment to a prime consultant;
- A firm manufacturing and supplying goods used in the project;
- A firm supplying goods used in the project.

## **5.10 Exclusionary or Discriminatory Specifications**

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

## **5.11 Collusion**

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

## **5.12 Legal Requirements**

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

## **5.13 Public Entity Crimes**

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

## **5.14 Contract Execution**

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

## **5.15 Proposal Acknowledgement**

Proposers understand and agree that submission of a Proposal will constitute acknowledgement and acceptance of, and a willingness to comply with, all the terms, conditions and criteria contained in this RFP. This RFP, as well as any and all parts of the submitted proposal, may become part of any subsequent contract between the selected service provider and PSTA.



## **5.16 Joint Offers**

Where two or more firms desire to submit a single Proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. PSTA does not intend to contract with multiple firms doing business as a joint venture.

## **5.17 Incorporation of Federal Transit Administration (FTA) Terms**

Incorporation of Federal Transit Administration (FTA) Terms – The preceding provisions include, in part, certain Standard Terms and Conditions required by Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained the Agreement. The Proposer 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.

## **5.18 E-Verify System**

Pursuant to the State of Florida, Office of the Governor, Executive Order Number 11-116, Verification of Employment Status, the selected Proposer entering into a contract for this RFP shall utilize the U.S. Department of Homeland Security's E-Verify System ([www.uscis.gov](http://www.uscis.gov)) in accordance with the terms governing the use of the system to confirm the employment eligibility of all new persons employed by the Proposer during the term of the contract. The selected Proposer entering a contract for this RFP shall also require any subcontractors performing work or providing services as independent contractors, during the term of the resulting contract to utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons employed by the subcontractor during the term of the contract.

The selected Proposer shall provide proof of registration in the E-Verify system to PSTA upon execution of the Contract.

## **5.19 Use of Other Governmental Contracts**

PSTA reserves the right to utilize applicable contracts made available by the State and Federal Government or other governmental entities which were procured under competitive solicitation for any items covered by this specification when the use of same is in the best interest of PSTA.

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

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

(Give number and date of each)

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Individual's Name (Print)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**ATTACHMENT 2**  
**PROPOSER INFORMATION FORM**  
(Return with Proposal submittal)

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

PLEASE PRINT OR TYPE YOUR INFORMATION.

Company Name: \_\_\_\_\_

Company Street Address: \_\_\_\_\_

Company Mailing Address: \_\_\_\_\_

Company Contact Person: \_\_\_\_\_

Company Telephone & Fax #: \_\_\_\_\_

Contractor Federal I.D. #: \_\_\_\_\_

Company Contact Email: \_\_\_\_\_

Age of the Firm (years): \_\_\_\_\_

Annual Gross Receipts (\$): \_\_\_\_\_

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

\_\_\_\_\_

Number of calendar days required for completion:

\_\_\_\_\_

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

\_\_\_\_\_  
Authorized Individual's Name (Print)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**ATTACHMENT 3**  
**COST PROPOSAL FORM**  
(Return with Proposal submittal)

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

Compensation for the provision of Trolley service shall be determined on a **cost per revenue hour**. The cost per revenue hour represents the total cost to your company.

	<b>COST PER REVENUE HOURS FY2018</b>	<b>COST PER REVENUE HOURS FY2019</b>	<b>COST PER REVENUE HOURS FY2020</b>	<b>COST PER REVENUE HOURS FY2021</b>	<b>COST PER REVENUE HOURS FY2022</b>
<b>Estimated Revenue Hours</b>	<b>33,070</b>	<b>33,070</b>	<b>33,070</b>	<b>33,070</b>	<b>33,070</b>
<b>Cost Per Revenue Hour</b>	\$	\$	\$	\$	\$
<b>ESTIMATED YEARLY TOTAL</b>	\$	\$	\$	\$	\$

Option to Extend:

The cost for the option years will be negotiated between PSTA and the Contractor.

Do you accept P-Cards for invoice payments?

Do you offer a discount for early payment?

Yes\_\_\_\_\_ No\_\_\_\_\_

\_\_\_\_\_ %

Proposers must complete the below Vehicle Characteristics Table. This information must be submitted with Cost Proposal Form.

<b>VEHICLE CHARACTERISTIC</b>	<b>PROPOSED CHARACTERISTIC (Complete this column with specific information about the Proposed Trolley)</b>
<b>Chassis</b>	
<b>GVWR</b>	
<b>Length</b>	
<b>Width</b>	
<b>Height</b>	
<b>Wheel Base</b>	
<b>Body Manufacturer</b>	
<b>Body Type</b>	
<b>Frame Material</b>	
<b>Frame Material</b>	
<b>Body Material</b>	
<b>Floor Material</b>	
<b>Roof Material</b>	
<b>Windows Type</b>	
<b>Driver's Seat Type</b>	
<b>Egress Type</b>	
<b>Driver's Seat Manufacturer</b>	
<b>Passenger Seat Type</b>	
<b>Passenger Seat Manufacturer</b>	
<b>Number of Passenger Seats (including Driver)</b>	
<b>Engine</b>	
<b>Fuel Type</b>	
<b>Alternator (Generator) Model</b>	
<b>Maximum Rated Output (Volts/Amps)</b>	

<b>VEHICLE CHARACTERISTIC</b>	<b>PROPOSED CHARACTERISTIC (Complete this column with specific information about the Proposed Trolley)</b>
<b>Air Compressor Model</b>	
<b>Transmission Type</b>	
<b>Transmission Manufacturer</b>	
<b>Number of Axles</b>	
<b>Front Axle Type</b>	
<b>Front Axle Manufacturer</b>	
<b>Front Suspension Type</b>	
<b>Rear Axle Type</b>	
<b>Rear Axle Manufacturer</b>	
<b>Rear Suspension Type</b>	
<b>Front Tire Size</b>	
<b>Rear Tire Size</b>	
<b>Front Axle Brakes Type</b>	
<b>Rear Axle Brakes Type</b>	
<b>Heating System Type</b>	
<b>Air Conditioning</b>	
<b>Front Air Conditioning Type</b>	
<b>Rear Air Conditioning Type</b>	
<b>Steering Type</b>	
<b>Number of Entrance Doors</b>	
<b>Wheel Chair Ramps</b>	
<b>Wheel Chair Ramps Type</b>	
<b>Wheel Chair Ramps Manufacturer</b>	
<b>Wheelchair Restraints Positions</b>	

VEHICLE CHARACTERISTIC	PROPOSED CHARACTERISTIC (Complete this column with specific information about the Proposed Trolley)
Wheelchair Restraints Type	
Wheelchair Restraints Manufacturer	
Fire Suppression System Type	
Fire Suppression System Manufacturer	
Interlock System	
Kneeling System	
Destination Sign Type	
Destination Sign Manufacturer	
PA System Type	
Bike Rack	

Company Name \_\_\_\_\_

\_\_\_\_\_  
Authorized Individual's Name (Print)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



---

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

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

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

We, the undersigned, have declined to submit on your RFP # 17-001P for the following reasons:

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

Remarks: \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Individual's Name (Print)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

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

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Individual's Name (Print)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_  
Name of Person Acknowledging

{NOTARY SEAL}

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Typed, Printed, or Stamped

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**ATTACHMENT 6**  
**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

(Return with Proposal submittal)

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

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

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

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

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

---

Company Name

---

Authorized Individual's Name (Print)

---

Authorized Signature

---

Date

---

Title

## ATTACHMENT 7 DISCLOSURE OF LOBBYING ACTIVITIES

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

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

<b>1. Type of Federal action:</b>  <input style="width: 30px; height: 20px; margin-bottom: 5px;" type="checkbox"/> <ul style="list-style-type: none"> <li>a. contract</li> <li>b. grant</li> <li>c. cooperative agreement</li> <li>d. loan</li> <li>e. loan guarantee</li> <li>f. insurance</li> </ul>	<b>2. Status of Federal Action:</b>  <input style="width: 30px; height: 20px; margin-bottom: 5px;" type="checkbox"/> <ul style="list-style-type: none"> <li>a. bid/offer/application</li> <li>b. initial award</li> <li>c. post-award</li> </ul>	<b>3. Report Type:</b>  <input style="width: 30px; height: 20px; margin-bottom: 5px;" type="checkbox"/> <ul style="list-style-type: none"> <li>a. initial filing</li> <li>b. material change</li> </ul> <p><b>For Material Change Only:</b></p> <p>Year _____ quarter _____</p> <p>Date of last report _____</p>
<b>4. Name and Address of Reporting Entity:</b>  <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <input style="width: 30px; height: 20px; margin-bottom: 5px;" type="checkbox"/> Prime  <input style="width: 30px; height: 20px; margin-bottom: 5px;" type="checkbox"/> Subawardee         </div> <div style="width: 50%;"> <p style="text-align: right;">Tier _____, if known:</p> <p>Congressional District, if known:</p> </div> </div>	<b>5. If Reporting Entity in No. 4 is a subawardee, Enter Name and Address of Prime:</b>          <p>Congressional District, if known:</p>	
<b>6. Federal Department/Agency:</b>          	<b>7. Federal Program Name/Description:</b>          <p>CFDA Number, if applicable: _____</p>	
<b>8. Federal Action Number, if known:</b>          	<b>9. Award Amount, if known:</b>          <p>\$ _____</p>	
<b>10. a. Name and Address of Lobbying Entity</b>  <p>(if individual, last name, first name, MI):</p>	<b>b. Individuals Performing Services</b>          	

	(attach Continuation Sheet(s) SF-LLLA, if necessary)	
<b>11. Amount of Payment</b> (check all that apply):  <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> <input type="checkbox"/>              \$ _____              planned           </div> <div style="text-align: center;"> <input type="checkbox"/>              actual           </div> </div>	<b>13. Type of Payment</b> (circle all that apply):  <div style="list-style-type: none;">             a.     retainer              b.     one-time fee              c.     commission              d.     contingent fee              e.     deferred              f.     other; specify: _____           </div>	
<b>12. Form of Payment</b> (check all that apply):  <div style="margin-bottom: 20px;"> <input type="checkbox"/>              a. cash           </div> <div> <input type="checkbox"/> b. in-kind: specify:   nature _____  <div style="text-align: right; margin-top: 5px;">value _____</div> </div>		
<b>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:</b>   <div style="text-align: center; margin-top: 20px;">(attach Continuation Sheet(s) SF-LLLA, if necessary)</div>		
<b>15. Continuation Sheet(s) SF-LLLA attached:</b> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div>		
<b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352.</b> This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____  Print Name: _____  Title: _____  Telephone No. _____ Date: _____	
<b>Federal Use Only</b>	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

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

(Return with Proposal)

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

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

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Individual's Name (Print)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Name of Person Acknowledging

{NOTARY SEAL}

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Typed, Printed, or Stamped

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**ATTACHMENT 9**  
**CERTIFICATION OF LOWER-TIER PARTICIPANTS (SUBCONTRACTORS) REGARDING DEBARMENT,**  
**SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(Return with Proposal)

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Individual's Name (Print)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

State of \_\_\_\_\_ County of \_\_\_\_\_

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

{NOTARY SEAL}

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Typed, Printed, or Stamped

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

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

**ATTACHMENT 10**  
**DBE PARTICIPATION FORM**  
(Return with Proposal)

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

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

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

OR

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

OR

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Individual's Name (Print)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**ATTACHMENT 11**  
**E-VERIFY AFFIDAVIT**  
(Return with Proposal submittal)

Contract #: RFP 17-001P

Project Description: Trolley Operations and Related Services

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Individual's Name (Print)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**ATTACHMENT 12**  
**CONTRACTOR'S STATEMENT ON SUBCONTRACTORS**  
(To be completed for all, DBE and non-DBE, subcontractors)

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Individual's Name (Print)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**OR**

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

\_\_\_\_\_  
Sub-contractor Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
E-mail Address for Contact Person

\_\_\_\_\_  
Age of Firm

\_\_\_\_\_  
Gross Annual Receipts

\_\_\_\_\_  
Sub-contractor Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
E-mail Address for Contact Person

\_\_\_\_\_  
Age of Firm

\_\_\_\_\_  
Gross Annual Receipts

## ATTACHMENT 13 DRUG FREE WORKPLACE PROGRAM

(Return with Proposal)

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

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

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

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Individual's Name (Print)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

State of \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.  
\_\_\_\_\_  
Name of Person Acknowledging

\_\_\_\_\_  
{NOTARY SEAL} Signature of Notary Public

\_\_\_\_\_  
Name of Notary Typed, Printed, or Stamped

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

## **EXHIBIT A SCOPE OF SERVICES**

## 1. Introduction

The Proposer shall supply the facility, vintage trolley vehicles and staff for the administration and operations for the required trolley services. The successful Proposer will provide start-up expertise, cost, services, system management, all vintage trolley vehicles, personnel, facilities, fuel and services required for operation and maintenance of the service for all Proposer owned or leased vehicles. The Proposer services shall include, but not be limited to, vintage trolley transit vehicles and services support vehicles, drivers, maintenance personnel, security, dispatchers, supervisors and the physical facilities and equipment necessary to operate a transit system, including garage, if applicable, and office facilities.

## 2. Definitions

**Accident:** As defined by FTA, in connection with a PSTA trip.

**ADA:** Americans with Disabilities Act (ADA) of 1990 and CFR 49 Subtitle A Part 37.

**Dispatch/Dispatchers:** The operational function and the person(s) responsible for job duties which include radio dispatch of and communication with drivers and ensuring no missed trips.

**FTA:** The Federal Transit Administration.

**General Transit Feed Specifications (GTFS):** The General Transit Feed Specifications (GTFS), also known as GTFS static or static transit to differentiate it from the GTFS real time extension, defines a common format for public transportation schedules and associated geographic information. GTFS “feeds” let public transit agencies publish their transit data and developers write applications that consume that data in an interoperable way.

**Incident:** Any non-vehicular occurrence outside the normal which occurs in connection with a PSTA service (i.e. slip/fall); any vehicular damage not defined above as an “accident”; or an altercation with or between passengers, or any bodily injury that is not received during a defined accident.

**Key Personnel May include:** General Manager, designated Project Manager, Personnel Manager, Operations Manager, Customer Service Manager, Account Manager, Administration, Driver Trainer, Safety/Risk Manager and Systems Manager or similar positions over a functional aspect of the PSTA contract.

**Missed Trip:** A missed trip occurs when the Proposer does not complete a scheduled run.

**National Transit Database (NTD) Reporting and Other Miscellaneous Reports:** PSTA requires that Proposer collect and maintain all data required by the National Transit Database (NTD) related to the provision of service. PSTA reserves the right to establish a reporting process for and to specify the data to be collected and maintained by the Proposer.

**Near Field Communications (NFC):** Near field communication is a set of ideas and technology that enables smartphones and other devices to establish radio communication with each other by touching the devices together or bringing them into proximity to a distance of typically 10 cm (3.9 in) or less.

**On-Time Performance:** Route is operating in accordance with the advertised time-points. This is also defined as a trip operating no more than zero (0) minutes early nor five (5) or more minutes late.

**Passengers per Vehicle Revenue Hour:** Calculated by dividing all completed passenger trips by the number vehicle revenue hours.

**Proposer:** Means the individual, firm, company, corporation, partnership, or association executing the Contract as an entity providing the services specified in this RFP.

**Proposer Supplied Vehicles:** Any vehicle supplied by Proposer for use in the provision of PSTA's service. PSTA will not supply any vehicles needed for these services.

**Revenue Vehicle:** Any vehicle utilized by the Proposer to provide services to customers where revenue or some form of fare media is collected.

**Related Parties:** Affiliates of the Proposer; entities for which investments are accounted for by the equity method by the enterprise; trusts for the benefit of employees, such as pension and profit sharing trusts that are managed by or under the trusteeship of management; principal owners of the Proposer; its management; members of the immediate families of principal owners of the Proposer and its management; and other parties with which the Proposer may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests. Another party also is a related party if it can significantly influence the management or operating policies of the transacting parties or if it has an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

**Revenue Hours (Vehicle):** The hours that the vehicle travels while in revenue service. Vehicle revenue hours (VRH) include the hours from revenue service only. Vehicle revenue hours exclude; deadhead, driver training, and maintenance testing.

**Revenue Miles (Vehicle):** The miles that the vehicle travels while in revenue service. Vehicle revenue miles (VRM) include the miles from revenue service only. Vehicle revenue miles exclude; deadhead, driver training and maintenance testing.

**Revenue Service:** The time during which service is operated where any vehicle and driver is available to receive payment for providing transportation.

**Service Performance Standards:** Criteria established by PSTA for service delivery. Every effort must be made by the Proposer to meet these standards. The assessment of incentives and liquidated damages will be based on the Proposer's ability to meet these standards.

**Spare Ratio:** The percentage of total vehicles that are not needed in peak service.

**Supplier:** The Supplier refers to the individual, entity, firm, company, corporation, partnership, or association contracted to provide the services for PSTA defined within this RFP.

**Trip:** The act of transporting one person from one location to another.

**Vintage Trolley Vehicle:** A transit vehicle with more than 20 passenger capacity that is designed to replicate a trolley vehicle operated circa the early 1900's.

### **3. Service Area and Hours of Operations**

The trolley routes operate in one of the highest tourist corridors in Florida and as such, are subject to substantial increase in demand during the various peak seasons of the year, most notably mid-February to mid-April. The current service includes three (3) routes: North Beach, South Beach and Coastal. The Beach routes operate every half hour from 10:00 a.m. until 11:30 p.m. Monday through Sunday, three-hundred sixty five (365) days per year. The Coastal route operates from Downtown Clearwater through Dunedin and Palm Harbor to Tarpon Springs on an hourly basis from 8:30 a.m. until midnight, three-hundred sixty (365) days per year. Additional routes may be added in the future.

PSTA, in its sole discretion, retains the right to amend route alignments, stop locations, or hours of in-service operation from time to time.

PSTA reserves the right to modify the service level as specified herein. If the proposed increase or decrease in the service is greater than twenty percent (20%) of the original service levels, based on service hours, then the price will be re-negotiated between PSTA and the Proposer. If the proposed increase or decrease is less than 20% there will not be a change in cost.

### **4. Revenue Fleet Requirement**

A preliminary run of the headway of the operations for half hour service is indicative of regular operations for the greater part of the year and would warrant a fleet of eight (8) revenue vehicles. The operating experience to date indicates an increase in service requirements by approximately 25% during spring break and holiday season on some routes and close to doubling the service on others. An additional four (4) vehicles should be considered to meet the peak season requirements. These totals do not include the spare ratio for this type of fleet. The spare ratio of vehicles should not exceed 20%.

### **5. Facility**

The Proposer is responsible for providing a suitable facility that will accommodate its vehicles, staff and necessary equipment to provide the service. The facility shall be in a location that will minimize the impact on deadhead operations and allow for prompt response to service needs and road calls in the required service area. PSTA reserves the right to inspect the Proposer's facility at any time during the contract period.

### **6. PSTA Furnished Equipment**

#### **A. PSTA Furnished Equipment**

PSTA will provide and install the below equipment on the Proposer's revenue vehicles. The Proposer shall maintain, repair and protect all equipment, tools and materials provided by PSTA or supplied for the benefit of PSTA services. If the maintenance and repair of PSTA equipment is subcontracted, PSTA must approve the subcontractor. The equipment is the sole property of PSTA and therefore shall be returned to PSTA at the end of the contract. The Proposer cannot use the equipment for non-PSTA service.

The below equipment will be furnished to the Proposer by PSTA:

- Clever Devices on Board Bus AVL Equipment and all components of PSTA's Real-Time Information System. This includes seamless interfacing with Clever Devices software.

- INIT Smart Card Validators (ProxMobile3) and vehicle configurations. This includes seamless interfacing with INIT'S back office software.
- Automatic Passenger Counters (APC). PSTA currently uses Urban Transportation Associates (UTA) on board APC equipment and reporting software.

**B. Proposer Required Equipment**

- The Proposer is required to purchase and maintain Cellular Service Data Plans. A Cellular Service Data Plan from Sprint is required to be used for the Clever Devices and INIT Smart Card Validators.
- The Proposer is required to purchase, install and maintain an On Board Video Surveillance System. All data from the video surveillance system must be maintain and accessible for a minimum of thirty (30) days.
- The Proposer is required to have Passenger WiFi access on all vehicles used for PSTA service. The Proposer is responsible for the WiFi modem/routers and cellular service.

## **7. Fare Handling**

Fares shall be determined by PSTA for all services. All fares shall be PSTA revenue. The Proposer shall develop a secure fare collection system that provides accountability of collection of fares. The Proposer shall have a secure location for storage of collected fares. Fare collection information including method of payment shall be documented and reported to PSTA. PSTA reserves the right to audit fare collection procedures at any time.

The Proposer shall:

- Accept all fare media by PSTA, including magnetic stripe, Universal Pass cards, and all eFare media (i.e. Smart Cards-mobile devices NFC) and mobile apps.
- Accept full and reduced cash fares on board in accordance with the PSTA Fare Structure.
- Issue day passes on board in accordance with PSTA Fare Structure.
- Provide fare boxes for on board fare collection and issuance of magnetic fare media.
- Count and report all fares collected. (Smart Card Technology provided by PSTA)
- Establish a reconciliation process for fares collected to be returned to PSTA.
- Have the option to sell additional fare types, i.e. 3-Day passes.
- Will ensure all drivers are aware of and adhere to the fare structure established by PSTA.
- Deposit all fares daily in financial banks insured by FDIC.

PSTA shall:

- Notify the Proposer of any proposed fare changes.
- Work with the Proposer for the conversion of fare media.
- Provide fare collection equipment related to the new Regional Fare Collection System (Smart Card and Mobile App Readers) as implemented throughout the PSTA system.

## **8. Planned Service**

The planned service area for the initial contracted services can be found on PSTA's website at [www.psta.net](http://www.psta.net). Additional service may be required on established routes related to holidays, special events, emergency services, hurricane or similar evacuations or other public events as directed by PSTA. All services will be compliant with PSTA and ADA services as provided on all PSTA regular fixed routes.



From time to time, PSTA may request that the Proposer operate the transportation service beyond the fixed route schedule. This additional service may include, but will not be limited to, extended hours of service, and/or special routings during special events or to assist during periods after a natural disaster. The Proposer will provide the service as directed by PSTA and will be compensated at the revenue hour rate. The Proposer shall be available to PSTA, when feasible, upon seventy-two (72) hours advance notice. The Proposer agrees to provide vehicles and personnel to operate additional service.

Extended event service may be scheduled on any day of the week and at any hour when the event does not conflict with regularly scheduled service. All event services must be in accordance with PSTA Charter policies, terms, and conditions.

PSTA and the Proposer will agree on holidays or special events prior to the service being performed. Depending on the day of the week of a holiday or special event, the Proposer may be asked to operate a Saturday schedule or additional trips on the day of the holiday/event or the day before the holiday/event. Examples:

- New Year's Eve service will be extended to 2:00 a.m.
- Sundays before a Monday holiday will run Saturday service, such as Sundays before Memorial Day and Labor Day.
- Special Events to run Saturday service include, but are not limited to, Dunedin Mardi Gras, St. Patrick's Day and Cinco de Mayo.

PSTA is responsible for all Scheduling of the service. The Proposer shall:

- Participate in PSTA's planning process for the trolley service.
- Periodically make recommendations as to routes, fares, and service standards, subject to the determination and approval by PSTA.
- Provide for full vehicle runcutting and blocking, as needed. Proposer shall provide services at a minimum of four (4) hours per day per vehicle and a maximum of eighteen (18) hours per day per vehicle.
- Provide an interface for GTFS (General Transit Feed Specification, see Definitions section) schedule information import and export.

## **9. Dispatch**

Proposer will provide dispatcher(s) as necessary to properly oversee the daily operation of PSTA's trolley service. The dispatcher(s) will ensure proper communication between the driver and dispatch to support the service requirements. At least one dispatcher will be on duty when any vehicle is in revenue service.

Dispatchers shall be sufficiently trained in all aspects of their position including but not limited to PSTA service requirements, the communication system, and ADA regulations.

## **10. Complaints**

Complaints received by PSTA will be sent to the Proposer electronically. The Proposer shall have primary responsibility for investigating and resolving all complaints and provide PSTA with the details of action taken to resolve and prevent recurrence of the problem within three (3) business days of receiving the complaint. The Proposer will be required to submit the complaint response back to PSTA electronically.

If PSTA determines that any Proposer personnel is involved in illegal or unethical activity, or contributes to an unsafe condition while operating the service, the Proposer shall comply with PSTA's request that the employee be prohibited from participating in PSTA service.

PSTA reserves the right to require the Project Manager and/or other appropriate staff to attend meetings with PSTA staff to address passenger complaints and comments as needed.

PSTA shall receive and document passenger compliments, comments and complaints. PSTA shall define complaint categories and calculate the number of service-related complaints.

The Proposer shall provide a description of the proposed process for reporting and addressing passenger complaints with their Proposal.

## **11. Staff Hiring, Retention, and Training Requirements**

### **A. Applicable Law and Responsibilities**

The Proposer will be solely responsible for payment of wages and benefits as well as for their wrongful acts of its employees or subcontractors. Proposer's personnel wages and work hours shall be in accordance with local, County, State, and Federal regulations affecting such personnel. PSTA will have the right to notify the Proposer of any problems or concerns involving the performance or conduct of any employee or Proposer's subcontractor who is participating in the provision of PSTA's service. Proposer shall respond immediately to any such notice by PSTA and shall take appropriate actions to remedy any problems or concerns including, where appropriate, termination or removal of such employee from providing service for PSTA.

Without any expense to PSTA, the Proposer will comply with all applicable laws, regulations, rules and procedures, including, but not limited to, those regarding employer's liability, employee liability, workers' compensation, unemployment insurance, employment insurance, and other forms of social security and also with respect to withholding of income tax, state disability insurance, and any other proper withholding from wages of employees. Proposer will indemnify, hold harmless, and defend PSTA for any and all liability, damages, claims, costs (including reasonable attorneys' fees, and other expenses of any nature) arising from alleged violations of such laws, regulations, rules, or agreements with labor organizations, or from any claims of subrogation provided for in such laws, regulations, rules or agreements or otherwise, personal practices, applicable local, state and federal laws related to labor and employment and any applicable labor agreements.

Proposer shall require in their policy and procedures that all employees and subcontractors self-report any arrests and convictions during their employment.

### **B. Hiring**

Proposer shall use appropriate driver screening and selection criteria in order to employ drivers. These criteria will include Department of Motor Vehicles license check, criminal record checks and pre-employment drug screening sufficient to meet applicable requirements for all services. PSTA encourages the hiring of bi-lingual, English and Spanish, employees.

Proposer shall utilize the U.S. Department of Homeland Security's E-Verify System ([www.uscis.gov](http://www.uscis.gov)) in accordance with the terms governing the use of the system to confirm the employment eligibility of all new persons employed by the Proposer during the term of the contract.

### C. Retention

The Proposer shall be solely responsible for the satisfactory work performance of all employees described in the RFP or any reasonable performance standard established by PSTA. Proposer shall have a personnel program, which includes recruitment, hiring, training, retention and performance reviews. It is of paramount interest to PSTA and in the best interest of its passengers that the Proposer's employees and subcontractors are not only properly trained, but gain hands-on experience in their craft. It is PSTA's belief that a high turnover rate reduces overall service quality through lack of efficiency and familiarity with the areas in which they operate. In order to indicate the level of commitment a Proposer would have to encourage retention and longevity of its employees and subcontractors, and submit a plan to accomplish this end is required as part of the proposal.

### D. Employee Conduct

Proposer will ensure that all of its employees and subcontractors present a neat appearance and conduct themselves in a courteous, professional, and efficient manner at all times.

In the event that any employee or subcontractor is found not to be courteous or not to be performing properly the services required by the Contract, Proposer shall take necessary corrective measures.

All employees and subcontractors who are likely to be in contact with the public are to be trained by Proposer to give accurate information concerning all PSTA's fares and services.

Additionally, drivers shall meet the following requirements and observe the following minimum rules.

- Do not solicit or accept gratuities of any kind.
- Be sensitive to the special needs of the passengers with disabilities and all persons contacted in the performance of the job.
- Speak, understand, and write the English language.
- Smoking, including e-cigarettes, or use of tobacco products is prohibited within any vehicle used to deliver service under this Contract.
- Be identified by an ID, which shall be worn on the outer garment during all service hours.
- Not allow any animals, except service animals on vehicle. Small domestic animals are allowed provided they are contained in an enclosed animal carrier.
- Use or possession of a cellular, Wi-Fi, or Blue Tooth enabled or other personal electronic devices while driving or in service is prohibited. All cellular, Wi-Fi, or Blue Tooth enabled devices must be powered off while the vehicle is being driven.
- Passengers must never be kept waiting, except for drivers to maintain scheduled headways.
- Drivers shall be dressed and groomed appropriately. Further, all drivers shall wear a uniform acceptable to PSTA. Drivers and/or any other employee in contact with passengers shall wear identification tags clearly displaying their first name only while performing their duties.
- Drivers are required to adhere to and maintain the scheduled frequency of trips (headways).
- Drivers are required to have a thorough knowledge of and abide by all traffic regulations along the route.

- Drivers need to be sensitive to ridership comforts, such as the interior temperature of their respective vehicle, and cleanliness of vehicles, etc. It is imperative that the on-board air conditioning unit function properly at all times while the trolley is in service.

#### E. Driver Suitability

All drivers must meet the following qualifications at the time they begin to provide service to PSTA:

1. Continuous possession of a valid driver's license for the past seven (7) years.
2. No Driving under the Influence (D.U.I) or Driving While Intoxicated (D.W.I.) convictions for the past seven (7) years.
3. Negative drug screens for at least the last seven (7) years.
4. No more than seven (7) points assessed on their driving record in the past forty-eight (48) months.
5. Possession of a valid Commercial Driver's License (CDL), State of Florida Driver's License with a passenger endorsement, which is appropriate for the passenger capacity and gross weight of the vehicle being operated by that driver. Drivers must pass all applicable medical exams.
6. All drivers providing service for PSTA shall be required to complete an eight-hour ADA sensitivity/passenger assistance program, which shall be approved by PSTA, and paid by Proposer.
7. Before hiring or assigning staff for PSTA services, the Proposer shall have conducted a national criminal background check. Said check shall be conducted for a period of seven (7) years prior to the date of hire and extending up to a date not more than four (4) weeks prior to the date of hire. No person who has been convicted of any felony or misdemeanor for a crime against a person shall be assigned to PSTA's contract.

Failure to disclose any criminal conviction to PSTA will disqualify the driver and may result in termination of the Contract. The Proposer must report to PSTA any driver operating under the contract who is arrested for public offenses during the course of their employment, including being arrested for traffic related offenses. A driver will be disqualified from operating a vehicle under the Contract for criminal misconduct if they have been convicted of any offense listed below. This list is a representation, and is not all-inclusive.

- a. Operating a motor vehicle while under the influence of alcohol, a narcotic drug, or derivatives of narcotic drugs.
- b. A crime involving the transportation, possession, sale or possession for sale, or unlawful use of a narcotic drug, or derivatives of narcotic drugs.
- c. A felony or misdemeanor involving moral turpitude.
- d. A felony for abuse, neglect, or exploitation of elderly persons and disabled adults.
- e. A felony or misdemeanor involving violence.

- f. Leaving the scene of a traffic accident resulting in personal injury or death.
- g. A felony involving the use of a motor vehicle.
- h. A felony or misdemeanor involving a firearm.
- i. Any person determined to be mentally disabled under Florida law or under similar provision of law of any state.
- j. Any person required to register as a sex offender under Florida law or under similar provisions of law of any state.
- k. Drivers with a suspended or revoked license may not provide service under the contract.

#### F. Drivers

The Proposer shall be responsible for anticipating required driver staffing levels and ensuring that sufficiently trained and qualified drivers are available to operate scheduled services. Proposers must meet all Florida Department of Highway, Safety and Motor Vehicles for scheduling drivers work hours at all times, including peak service times.

Proposer shall provide a copy of each driver's driving record based upon the Florida Department of Highway, Safety and Motor Vehicles in order to verify driving history upon request. Proposer shall initially be required to show proof of items a. through j. above, for any and all drivers who will be assigned to provide service to PSTA passengers. After a driver meets these qualifications, the Proposer shall be responsible for monitoring the driver's driving record on a continuous basis.

PSTA reserves the right to request, in writing, that the Proposer remove a driver from operating in PSTA service upon presentation of documentation that the driver has engaged in an unsafe or illegal act or a violation of policies and procedures while serving PSTA passengers. PSTA also reserves the right to review all findings and issues prior to written approval for driver utilization in carrying PSTA passengers; this will also include all misdemeanors and felony offenses. However, the Proposer shall be solely responsible for supervising its drivers, employees, agents and supervisors, ensuring that they comply with all PSTA's requirements.

#### G. Employee Training

The Proposer shall provide a description of the training program of drivers, supervisors, dispatchers, customer service representatives, and maintenance personnel within their proposal. The number of annual hours of training and types of training to be provided for each position shall be specified. The Proposer shall be responsible for all costs relating to employment, training, and compensation it's personnel for this Contract.

Training requirements shall include formal classroom and behind the wheel training and include, at a minimum, the following:

- Safety, FDOT and/or FL Rule Chapter 1490 Related Training
- Customer Service Training
- Radio Procedure Training
- Wheelchair Securement Training
- Vehicle Lift/Equipment Training
- Defensive Driver Training
- Drug and Alcohol Program Training
- First Aid and CPR Training
- Reasonable Suspicion Training (Supervisors Only)

The Proposer shall also provide all drivers with refresher training as required or on an as needed annual basis.

Drivers shall be trained to operate all types of vehicles (including reserve vehicles owned or leased by the Proposer) in the service, wheelchair lifts and harness systems and other equipment that they may be expected to be used during service hours.

## **12. Management**

The Proposer is required to identify a Project Manager who will be responsible for the satisfactory operation of all aspects of services provided under the Contract.

- A. The Proposer's Project Manager will serve as the point of contact for communication with PSTA and will attend all meetings with PSTA staff for contract coordination and other requirements when requested.
- B. At all times that service is in operation and whenever passengers are being transported the Proposer is required to have a staff capable of supervising service delivery and communicating with its staff, passengers, and PSTA.
- C. PSTA reserves the right to review the Proposer's key employee's qualifications and other personnel as PSTA deems necessary to fulfill the Contract.
- D. PSTA reserves the right to request the removal of the Project Manager and other key personnel, if PSTA determines that conditions so warrant removal from PSTA's Contract.
- E. The Proposer shall cooperate with PSTA and any other agency when audits are conducted on any aspect of the service such as the Drug and Alcohol program, FDOT and/or FTA Triennial Reviews.

## **13. Drug and Alcohol Program**

The Proposer agrees to contract with or under PSTA's third-party administrator for drug and alcohol testing, in accordance with PSTA guidelines and procedures which comply with 49 CFR Part 40 and 655. Proposer shall produce any documentation necessary to establish its compliance with these federal regulations. Proposer shall also permit any authorized representative of the United States Department of Transportation and PSTA to inspect their facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655. This includes any additional reviews of the testing process as required under 49 CFR Part 40.

The Proposer agrees further to certify annually its compliance with Part 655 before February 15<sup>th</sup> of each year to PSTA's Drug and Alcohol Program Manager (DAPM) or Designated Employee Representative (DER) located at 3201 Scherer Drive, St. Petersburg, FL 33716. To certify compliance the Proposer shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements", which is published annually in the Federal Register.

The Proposer agrees further to submit for review and approval upon request a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the Proposer agrees to submit upon request all documentation needed to verify compliance with Part 655, including but not limited to: Drug-Free Workplace Policy, Drug-Free Awareness Program, Correspondence / Notification to employees, Employee Assistance Program, selection of certified laboratory, substance abuse professional, Medical Review Officer, and the use of any consortiums.

## **14. Safety Program**

The most important aspect of this service is safety. The Proposer shall provide a safety program including, at a minimum, elements regarding safety of employees and passengers. The Safety Program shall comply with any applicable State and Federal regulations.

### **A. System Safety Program Plan**

Proposer shall develop and maintain a System Safety Program Plan (SSPP) as required by the FTA and Rule Chapter 14-90 Florida Administrative Code (Equipment and Operational Safety Standards for Bus Transit Systems). PSTA must approve SSPP prior to service start up and any subsequent revisions. Florida Rule Chapter 14-90 is included in Exhibit C.

### **B. Security Program Plan**

Proposer shall develop and maintain a System Security Plan (SSP) as required by FTA and Rule Chapter 14-90 Florida Administrative Code (Equipment and Operational Safety Standards for Bus Transit Systems). PSTA must approve SSP prior to service start up and any subsequent revisions.

### **C. Continuity of Operations Plan (COOP)**

Proposer shall develop and maintain a Continuity of Operations Plan (COOP) to ensure there are operating procedures for recovery and continued operation of trolley services in case of an emergency, disaster, or other unforeseen event which may inhibit the normal operation of services.

### **D. Other Plan Requirements**

Proposer shall develop and maintain all other plans as required by federal, State, and local regulations. Such plans may include a fire and emergency evacuation plan.

### **E. Emergencies – Natural Disasters**

In the event of an emergency or natural disaster, PSTA may require the Proposer to make available, to the maximum extent possible, transportation and communications services and facilities to assist PSTA in ameliorating such incidents. Any such use of the trolley vehicles for emergency response purposes

must be pre-approved by the Office of Transportation of PSTA, and said approval must be secured in writing. To the extent PSTA requires the Proposer to provide such emergency services; the Proposer shall be relieved of the obligation to fulfill the duties and responsibilities of operating the current or any future trolley operations which may be established herein. Further, the Proposer shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by the Proposer and PSTA prior to the conclusion of the emergency or disaster, or at such other time as they may mutually agree upon.

#### F. Other Operational Safety Requirements

The Proposer will observe all safety rules and other requirements of regulatory bodies having jurisdiction over the service area and operate the vehicles with the highest regard for all aspects of safety.

1. The Proposer will not use or allow the vehicles to be used for any illegal purpose.
2. The vehicles shall not be used for towing, pushing or any purpose other than the transportation of passengers.
3. The Proposer shall not overload the vehicles beyond their specified carrying capacity nor operate a vehicle in an unsafe manner.
4. No other use may be made of the vehicles dedicated to PSTA except as specifically authorized in writing by PSTA.
5. All vehicles shall operate with headlights and taillights turned on while in service.
6. PSTA will designate specific bus stops along the routes described herein. Passengers shall be picked up and discharged only at these designated bus stops, however, may be permitted to make courtesy or flag-stops if safe to do so. Four-way flashers shall be used whenever the vehicle is stopped to load or unload passengers.
7. Service shall be provided to all orderly persons who pay the proper fare and comply with ridership rules and regulations established by PSTA, which can be found on PSTA's website. The Proposer shall not discriminate against any paying passenger or prospective paying passenger because of race, color, religion or country of origin, age, gender, sexual preference or disability.
8. Mobility impaired passengers shall be assisted, as necessary, from the curbside to a secured position on the vehicle while boarding, or in reverse while alighting the vehicle. An Operator shall not provide assistance to a mobility-impaired passenger beyond the curbside. No assistance shall be required of an Operator, other than as specified above, if it necessitates leaving the driving position.
9. The Proposer shall require its Operators to perform a vehicle pre-trip inspection when traveling away from the garage, before starting a new shift, or going into revenue service at any time.



## **15. Accidents and Incidents**

All accidents involving any vehicle used for PSTA service, or PSTA passenger, shall be reported immediately to PSTA via telephone notification followed by written email notification. A supervisory level employee of the Proposer shall respond to all such accidents for the purpose of determining the cause of the accident. The Proposer shall comply with all requirements of FTA regulations regarding drug and alcohol testing. The Proposer shall provide PSTA written documentation of the driver, supervisor and police reports including drug and alcohol testing results as soon as possible after the accident.

Written documentation of all accidents and injuries involving passengers that are not a result of vehicle collision shall be provided to PSTA within twenty-four (24) hours of occurrence. Documentation should include a description of how the injury occurred, how Proposer employees responded to the injury, an outline of follow-up conversations with the passenger, and recommendations for prevention of future injuries of the same type.

If fines or other charges for which the Proposer is responsible are levied, assessed, charged or imposed against PSTA, PSTA will notify the Proposer in writing. PSTA may pay any fine or their charge, whether levied, assessed, charged, or imposed against PSTA for the Proposer. In the event payment is made by PSTA, the Proposer will reimburse PSTA within seven (7) calendar days after receipt of an invoice. Failure to make such reimbursement when due may, at the option of PSTA, be deemed a default under the Contract or be recouped from any payments due to the Proposer.

## **16. Vehicles**

Contracted service shall be provided by approximately a fleet of a minimum of fourteen (14) of lift-equipped accessible vintage trolley vehicles that are provided by the Proposer. All of the proposed vehicles shall have side-loading ramps/lifts which meet the requirement of the ADA. The side-loading ramps/lifts may either be located at the front entrance door, mid-ship of the vehicle, or rear curbside. The vehicles shall be new or at least less than half-life years / miles base on Altoona expected life. The Proposer is responsible for licensing and registration of all vehicles. The Proposer will be responsible for maintaining all required insurance coverage, maintenance, and all daily operating costs. The minimum specifications for the trolley vehicles that are to be provided for this service are listed in Exhibit D. Proposers shall submit specifications on the proposed vehicles with their Proposal.

Vehicles proposed for use should meet all specifications as defined in this Proposal and required by law. Transit vehicles must meet the requirements of Florida Administrative Code 14-90 (i.e. passenger door mirror height, etc.). The system fleet must meet all local, state and federal requirements as applicable to public transit vehicles.

## **17. Vehicle Maintenance**

### **A. Minimum Maintenance Requirements and Plan**

The Proposer shall develop and maintain a vehicle maintenance plan which should meet FTA and FDOT requirements. The maintenance plan shall be submitted and reviewed by PSTA prior to service start up.

At all times the Proposer shall maintain the vehicles in a safe, clean, and mechanically sound condition in accordance with vehicle manufacturer guidelines.

The Proposer will be responsible for maintaining the appearance and cleanliness of all vehicles used in service under this Contract. Vehicles shall be removed from service due to damage that is beyond repair. PSTA reserves the right to request to have any vehicle removed from service until it is in a safe, reliable and clean presentable condition.

Vehicles shall be operated in accordance with applicable Federal, State of Florida, and local laws. Due regard for the safety, comfort, and convenience of passengers, property, and for the safety of the general public must be taken at all times.

The Proposer will be responsible for providing complete maintenance and service of vehicles and PSTA provided equipment; including radios or other communication devices. This also includes regular preventive maintenance and record keeping, mechanical repairs, tires, parts, fuel, and labor. Regular preventive maintenance inspections shall be conducted in accordance with the Proposer's maintenance plan approved by PSTA. Random unannounced maintenance inspections will be conducted by PSTA staff to verify regular preventative maintenance schedules and safe conditions of operational vehicles. A maintenance report for preventive maintenance schedule adherence shall be submitted to PSTA with monthly invoices.

Periodic inspection and servicing checklists will be developed that conform at least to manufactures most severe service recommendations and generally accepted best industry practices.

Each vehicle shall have a properly functioning wheelchair ramp/lift at all times. If the wheelchair ramp/lift fail while on-route in service, the Proposer shall make arrangements to have the vehicle changed out promptly. Substitute transport shall be made available by the Proposer for any passengers requiring the use of the wheelchair ramp/lift to complete the trip.

The Proposer shall properly maintain operating HVAC systems on all vehicles, so equipped with HVAC, at all times. No vehicle shall be permitted to enter service without a properly functioning heating or air conditioning system while in service, if so equipped on the vehicle.

#### B. Vehicle Listing

The Proposer shall provide a description of the vehicles that the Proposer intends to use to provide the requested services. The description shall include for each vehicle, at a minimum: the year, model and mileage of the vehicle; remaining manufacturer life based on the Altoona test; whether the vehicle is equipped with a lift or ramp; the side of vehicle that lift is deployed on; the seating capacity of the vehicle; the number of securement areas in the vehicle including the type of securement devices installed.

#### C. Equipment Failure

In the event that any vehicle used as part of this Contract experiences an accident, equipment failure or service interruption of any kind, the Proposer will be responsible for providing alternative transportation at the Proposer's sole expense. Any wheelchair passengers that cannot board a vehicle due to equipment failure shall be transported to their destination within thirty (30) minutes per ADA regulations and at no additional cost to the passenger or PSTA.

#### D. Vehicle Cleaning

Proposer shall provide all labor and materials necessary to keep the vehicles clean at all times. Proposer shall wash the exteriors of the vehicles, including support vehicles, at least weekly, and shall clean the interiors of the vehicles daily by picking up all litter, sweeping the floor, and cleaning the windows if required. Proposer shall mop vehicle floors and clean all other interior items including seats, handrails, and windows as needed to maintain a clean vehicle. The interior passenger compartment shall be free of roaches and other insects or vermin as well as noxious odors from cleaning products. Proposer shall remove all graffiti from the exterior and interior of the vehicles immediately or as soon as it is practical, but no later than the start of the next day's service. If the graffiti is offensive or vulgar and cannot be removed, that vehicle shall be taken out of service immediately.

### 18. Performance Standards

PSTA will monitor the service delivered by the Proposer and related activities in order to assess Proposer performance. As part of the monitoring procedure, PSTA will conduct random/periodic inspections and field audits of all service and vehicles as part of the overall quality assurance and control program. Proposers shall be required to provide PSTA full access to observe service and equipment.

The below performance standards are subject to review after each three month evaluation period. The performance standards may be adjusted, if needed, based on actual data collected during the first three months of the service performed.

#### A. On-Time Performance

An on-time trip is one that departs one (1) minute early and no more than five (5) minutes late from any scheduled stop.

Performance under this Contract shall require the Proposer to meet a daily standard of 90 percent (90%) on-time performance. During peak season, between mid-February and mid-April, the Proposer shall closely monitor on time performance. If traffic circumstances have an adverse effect on the performance, then the Proposer shall immediately initiate recovery efforts. The efficiency of the recovery from the service delays shall be monitored.

#### B. Customer Complaints

Complaints shall be measured per 10,000 customer boardings as measured by monthly passenger counts. Only valid customer complaints, in PSTA's sole discretion, shall be used for this performance measure.

Performance under this Contract shall require the Proposer to meet a standard of twelve (12) complaints per 10,000 boardings.

#### C. Accident Rate

An accident is any contact with an object, vehicle or person. An accident includes all occurrences, whether the vehicle is in revenue service or not. The accident rate is determined by the number of accident occurrences per 100,000 miles.

Performance under this Contract shall require the Proposer to meet a standard of four (4) occurrences per 100,000 miles.

**D. Miles between Road Calls**

Road calls are defined as: (1) a vehicle was changed out due to a mechanical failure; (2) vehicle lost time due to a mechanical failure. Road call reporting shall follow all NTD guidelines for reporting road calls.

Performance under this Contract shall require the Proposer to meet a standard of ten thousand (10,000) miles between road calls.

## **19. Incentives and Liquidated Damages**

**A. Incentives**

In order to ensure service efficiency and encourage the Proposer to use its financial and capital resources in the most cost-efficient manner, PSTA has established the Incentives shown in the below table. Incentives may be assessed at PSTA's sole discretion. If so, the Proposer will receive written notification within thirty (30) days of earning incentives. As determined by PSTA and in PSTA's sole discretion, the Proposer will be notified that earned incentives may be added to the next month's invoice.

**B. Liquidated Damages**

There may be occasions where the Proposer does not perform as required by PSTA. If a Proposer violates one of the requirements in the below table, liquidated damages may be assessed at PSTA's sole discretion. If so, the Proposer will receive written notification within thirty (30) days of assessment. The Proposer then has ten (10) days to provide written justification for the removal of an assessment. As determined by PSTA and in PSTA's sole discretion, if no acceptable removal justification is received within ten (10) days, the assessment will automatically be applied to the Proposer's billing invoice for the period.

PSTA may elect to waive Liquidated Damages during the peak period of mid-February to mid-April for specific performance requirements.

Excessive liquidated damages over a period of time shall, at the sole discretion of PSTA, be cause for suspension and/or termination of the contract. Likewise, PSTA shall have the authority to waive any and all liquidated damages.



Service Attribute	Measure	Performance Standard	Incentive	Liquidated Damages
On-Time Performance	Departs one (1) minute early and no more than five (5) minutes late.	90% On Time	94.5% results in a (0.25%) incentive. 98.1% results in a (0.50%) incentive.	85.5% results in a (0.25%) reduction. 81% results in a (0.50%) deduction.
Complaints	Number of Complaints per 10,000 boardings.	12	11.4 results in a (0.25%) incentive. 10.8 results in a (0.50%) incentive.	12.6 results in a (0.25%) reduction. 13.2 results in a (0.50%) deduction.
Accidents	Number of Accidents per 100,000 miles	4	3.8 results in a (0.25%) incentive. 3.6% results in a (0.50%) incentive.	4.2 results in a (0.25%) reduction. 4.4 results in a (0.50%) deduction
Miles between Road Calls	Number of Revenue Miles between Road Calls	10,000	10,500 results in a (0.25%) incentive. 11,000 results in a (0.50%) incentive.	9,500 results in a (0.25%) reduction. 9,000 results in a (0.50%) deduction
On Time Reports	All reports are submitted accurately on or before the due date	100%		Reports submitted after due date result in a (0.25%) reduction for every three (3) days past due.

## 20. Reporting Requirements

The Proposer is required to provide all operational statistics in an MS Excel format. Reports should be provided by the times specified for each report. Some of the reporting requirements may change as PSTA's external reporting requirements or systems change.

The Proposer shall maintain financial records in accordance with all Federal, State and PSTA standards. Monthly financial reports required include a minimum reconciliation of fares collected (cash and passes), vehicle miles traveled and hours of revenue service.

The following reports will be required by the Proposer.

### A. National Transit Database (NTD) Records/Reporting

In accordance with the Federal Transit Administration (FTA) guidelines, Proposer will be responsible for the tracking, collecting, and preparation of National Transit Database (NTD) report data. PSTA may also require passenger mile sampling, as required by NTD every three years. Section 15 of FTA NTD reporting requirements entails a high level of financial and operational data sampling (approximately one per week) utilizing FTA approved sampling techniques or by collecting 100% of the data. All source documents shall be maintained for three years following final payment and may be audited by PSTA and/or FTA at any time within this period.

### B. Passenger and Fare Reports

The Proposer is required to report passenger, fare, and deposit information on a monthly basis. Required data is required to be submitted with monthly invoice.

### C. Quarterly Preventive Maintenance and Vehicle Mileage Update Reports

A Quarterly Preventive Maintenance (PM) Report shall be submitted to PSTA indicating the date and mileage for when the last PM was performed for each vehicle and the type of PM (e.g., "A", "B", Lube, Oil, Filter (LOF), Brake Inspection, HVAC Inspection) that was performed. This report will match the Proposer's maintenance records and will be audited by PSTA on a random announced or unannounced basis. PM reports for PSTA furnished equipment shall also be provided.

The vehicle fuel and oil consumption shall also be submitted quarterly.

### D. Daily Accident/Incident Report

A daily Accident/Incident Report will be e-mailed to PSTA within 24 hours of each accident/incident involving a PSTA trip (regardless of fault). Any major accident involving injuries or significant damage to Proposer's vehicle will be immediately reported by phone, followed by a written summary of the accident/incident.

#### E. Operational Statistics

Monthly Operational Statistics shall be submitted to PSTA. Statistics include on-time performance, road calls, accidents and other information as required by PSTA.

#### F. Department of Transportation Drug and Alcohol MIS Reporting

Proposers are subject to Department of Transportation (DOT) drug and alcohol testing regulations and thus shall submit their annual drug and alcohol testing data to PSTA as required by the DOT for their Drug and Alcohol Management Information System (MIS).

### **21. Marketing, Branding and Public Engagement**

PSTA shall be responsible to prepare, schedule and pay for advertising and promotional materials designed to inform customers of services. Proposer shall distribute and disseminate materials in accordance with the provisions of this RFP and any supplemental directions provided by PSTA at no cost PSTA.

Proposers are not to permit or allow, any signage or unauthorized advertising to be placed in or on any vehicle used for PSTA service, except as authorized by PSTA. The Proposer shall ensure authorized PSTA information items and notices are not destroyed, soiled or mutilated.

The Proposer shall:

- Coordinate public information and marketing collateral materials and distribution with designated PSTA personnel
- Comply with system wide marketing standards
- Refer all media inquiries relating to service provided to PSTA and cooperate in providing public information through PSTA.

PSTA has a distinctive and established brand for the public transit services in Pinellas County. Proposers will be expected to work with PSTA staff to ensure branding for the trolley services complements PSTA's brand. This may include using specific paint colors and purchasing/installing specific decals on their vehicles.

### **22. Vehicle Advertising**

It is PSTA's intention to sell advertising to be installed on the trolley vehicles that will be used in providing PSTA's service.

### **23. Charter Operations**

The Proposer may choose to operate charter operations outside of PSTA's service. However, any vehicles used for charter operations may not be the vehicles that have PSTA's equipment installed.

## **EXHIBIT B CONTRACT**



## AGREEMENT FOR TROLLEY OPERATIONS AND RELATED SERVICES

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Pinellas Suncoast Transit Authority, an independent special district ("PSTA"), with its principal place of business at 3201 Scherer Drive, St. Petersburg, FL 33716, and

\_\_\_\_\_, ("Contractor"), with its principal place of business located at \_\_\_\_\_ (collectively referred to as the "Parties").

WHEREAS, PSTA issued Request for Proposal No. 17-001P for Trolley Operations and Related Services on November 9, 2016 (the "RFP"); and

WHEREAS, Contractor submitted a Response to the RFP on January 11, 2017 ("Contractor's Response"); and

WHEREAS, PSTA's Board of Directors awarded the proposal to Contractor at the Board of Director's meeting on February 22, 2017 (the "Effective Date"); and

WHEREAS, the Parties wish to memorialize the terms and conditions of their agreement.

NOW, THEREFORE, the Parties, in consideration of the mutual covenants and conditions set forth herein, the receipt and adequacy of which is hereby acknowledged, agree as follows:

1. **RECITALS.** The above recitals are true and correct and incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The "Contract Documents" shall mean and refer to this Agreement, the Federal Transit Administration Contract Clauses (attached hereto as **Exhibit 1**), the RFP and all exhibits attached thereto including all duly executed and issued addenda (collectively, attached hereto as **Exhibit 2**), and the Contractor's Response (attached hereto as **Exhibit 3**). All of the foregoing are incorporated herein by reference and are made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the exhibits, precedence will be resolved in the following order:

Exhibit 1 Federal Transit Administration Contract Clauses

This Agreement

The RFP

Contractor's Response

3. **SCOPE OF WORK.** Contractor shall provide trolley operations and related services in accordance with the specifications, tasks, and scope of services set forth in the RFP (the "Services"). Contractor acknowledges that it has read the specification for the Services and understands them. Nothing contained in this Agreement or any of its exhibits or attachments shall be construed as a guarantee or implication as to any minimum quantity of services that Contractor will provide or for which it will be compensated. It is further understood and agreed by the Parties that Contractor, in the performance of the Services, is subject to the control and direction of PSTA as to the designation of tasks to be performed and the results to be accomplished for the Services, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use PSTA facilities, space, equipment or support services in the performance of the Services, this use shall be at Contractor's sole discretion based on Contractor's determination that

such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contractor, PSTA does not require that Contractor use PSTA facilities, equipment or support services or work in PSTA locations in the performance of the Services.

4. **EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement shall become effective and commence on the Effective Date and shall remain in effect for five (5) years ("Contract Term").

5. **TERMS OF PERFORMANCE.**

5.01 *Time for Performance.* Contractor shall begin providing the Services on the Effective Date and shall continue throughout the Contract Term. Time is of the essence in performing the Services under this Agreement.

5.02 *Representatives; Relationship of Parties.* Prior to the start of any work under this Agreement, Contractor shall designate a primary and alternate representative, who will have management responsibility for the Services and who have authority to act on technical matters and resolve problems with the Services and the Contract Documents, to PSTA in writing ("Contractor's Representative"). Such designation shall include the contact information (including phone numbers) of Contractor's Representative. PSTA will advise Contractor in writing of the personnel who will represent PSTA in the administration of the Contract Documents ("PSTA's Project Manager"). Such writing from PSTA may include the specific duties of each individual and each representative's limits of authority. The Parties acknowledge that the relationship created by this Agreement is of independent contractors and neither party shall have the ability or authority to bind the other party to any other contract or obligation. Contractor shall have no authority to and shall not pledge PSTA's credit or in any way render PSTA a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

5.03 *Non-exclusive contract.* PSTA specifically reserves the right to contract with other entities for the Services or for similar services and products if it deems, in its sole discretion, such action to be in PSTA's best interest. Contractor may also perform services for additional persons or companies, in Contractor's discretion.

5.04 *Licenses and Permits.* Contractor shall secure all necessary licenses and permits that may be necessary to perform the Services under this Agreement. PSTA shall not be held responsible in the event Contractor fails to meet any local or state regulation, or to secure any permits or licenses required to provide the Services under this Agreement. Any such failure shall be considered a material breach of the terms and conditions of this Agreement.

5.05 *Contractor Responsibility.* Contractor shall provide Services of first quality in accordance with customary standards of the industries involved in the Services. The Services shall be high-quality in all respects. No advantage will be taken by Contractor in the omission of any part or detail of the Services. Contractor hereby assumes responsibility for all materials, equipment, and processes used in providing the Services. Contractor represents and warrants that it has no obligations or indebtedness that would impair its ability to perform the Services under this Agreement.

5.06 *Compliance with Laws.* Contractor shall be solely responsible for being familiar with and compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including but not limited to those set forth in this Agreement, and that, in any

manner, could bear on the Services including, but not limited to, data privacy laws, all rules and regulations related to safety and compliance therewith including but not limited to those applicable to conflict of interest and collusion, Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60). PSTA and PSTA's Project Manager will communicate directly with Contractor's Representative and shall have no authority to direct, oversee, or instruct Contractor's employees, subcontractors, or materialmen, or any other individuals performing the Services. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents shall not relieve Contractor of its obligations to comply with all laws fully and completely. Upon request, Contractor shall furnish to PSTA certificates of compliance with all such laws, orders and regulations.

**5.07** *Suspension of Services.* PSTA may, in its sole discretion, suspend or delay all or part of the Services provided by Contractor under this Agreement upon written notice to Contractor. Such notice shall specify the nature and expected duration of the suspension or delay. Contractor shall resume providing services upon written direction from PSTA.

**5.08** *Transitioning to a Subsequent Contractor.* Contractor shall cooperate and participate in transitioning the Services with PSTA's previous contractor at the start of the Contract Term and to a new subsequent contractor upon termination or expiration of this Agreement. Contractor shall participate in meetings with PSTA and the other contractors, transfer records, and take all other actions necessary to transition its duties no less than one hundred twenty (120) calendar days prior to the start of a new contractor (the "Transition Period"). Contractor shall participate in the smooth transition of the Services to ensure that the transition results in minimum disruption of the Services and PSTA's operations. During the Transition Period, Contractor shall comply with all PSTA's request related to the transition and in the timeframe designated by PSTA.

- 6. COMPENSATION.** In consideration of Contractor's faithful performance of the Services, PSTA agrees to pay Contractor on a per revenue hour basis according to the costs and methods set forth in Exhibit 3, as reduced by any deductions for late trips, missed trips, hold times, and/or erroneous reporting, and any Liquidated Damages pursuant to section 12.04 of this Agreement, all as determined by PSTA. Total costs per revenue hour and any discounts set forth in Exhibit 3 shall be held firm throughout the duration of the Contract Term and any Extension Terms, unless otherwise agreed upon in writing by the Parties.

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

Pinellas Suncoast Transit Authority  
Attention: Finance Department/Accounts Payable  
Purchase Order #: \_\_\_\_\_  
3201 Scherer Drive  
St. Petersburg, Florida 33716  
Or via E-Mail: [Accountspayable@psta.net](mailto:Accountspayable@psta.net)

**6.02** *Payment Due Date.* Payment due date is calculated from time PSTA Accounts Payable Accountant has received and accepted the invoice pursuant to the Florida Prompt Payment Act.

Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the accepted date.

6.03 *Disputed Invoices.* In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein. Contractor shall have thirty (30) days from the date of payment to challenge any payments from PSTA.

6.04 *Security of Performance.* Contractor shall provide a performance bond, letter of credit, or certificate of deposit payable to PSTA ("Security") in the amount of one hundred thousand and NO/100 U.S. dollars (\$100,000.00) to secure Contractor's performance of its obligations under this Agreement. The Security shall be submitted to PSTA prior to providing the Services and shall be maintained at all times during the Contract Term and any Extension Terms. The Security shall be conditioned upon full performance of all obligations imposed upon Contractor under the Contract Documents. The Security must be executed by a company licensed to do business in the State of Florida and must be in a form acceptable to and approved by PSTA's General Counsel. The Security shall provide that in the event the PSTA terminates this Agreement for breach by Contractor, PSTA may have recourse against the Security for all damages that PSTA would be entitled to from Contractor under this Agreement. In the event the Parties agree on a modification to increase the total maximum costs that may be paid under this Agreement (the Contract Price), PSTA may require additional Security up to one hundred percent (100%) of the increase in the Contract Price by directing Contractor to increase the amount of the existing Security or to obtain additional Security. The Security may be provided on an annual basis and, upon a period of at least one (1) year of satisfactory performance, may be reduced for the remaining Contract Term and Extension Terms, upon mutual written consent of the Parties.

6.05 *Tax-exempt.* PSTA does not pay sales or use tax and will provide sales tax exemption certificate at the written request of Contractor, where necessary.

7. **MODIFICATION OF CONTRACT DOCUMENTS.** The Contract Documents, including the scope, specification, and details of the Services may only be modified by written agreement of the Parties.

8. **COVENANTS AGAINST GRATUITIES.**

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

8.02 *Driver Requirements.* Contractor shall prohibit and ensure that no representative, employee, contractor, driver, or any person providing the Services under this Agreement shall not solicit any gratuity, tip, or compensation from any rider who is receiving Services provided under this Agreement.

**9. ASSIGNABILITY; SUBCONTRACTING; EMPLOYEES.**

The terms and provisions of the Contract Documents shall be binding upon PSTA and Contractor, their respective partners, successors, heirs, executors, administrators, assigns and legal representatives.

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

9.02 *Responsibility for Subcontractors.* If Contractor's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Contractor shall complete or pay to have completed the work which the assignee or subcontractor failed to complete at no additional cost to PSTA. In the event of any noncompliance by any assignee or subcontractors, Contractor shall be directly and wholly responsible for the noncompliance of its assignee or subcontractor and shall bear all attributable costs. Contractor shall require all subcontractors performing or contributing to the Services under this Agreement to keep written records in reasonable detail of all services performed and to maintain all books, data information and records in a form that will support the subcontractor's invoice billed to the Contractor.

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

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

9.05 *Employees.* Contractor is an independent contractor and no relationship of employer-employee exists between the Parties for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable as employees of PSTA. PSTA is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. Contractor shall be solely responsible for paying all of its subcontractors, employees, payroll taxes, and/or benefits. If, in performing the Services, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors. Contractor shall be solely responsible for satisfying all obligations that may be owed its employees, whether derived from statute, regulation or agreement, throughout this Agreement and after expiration or termination of this Agreement, however terminated.

9.06 *Criminal History Checks.* Contractor shall ensure that all employees, subcontractors, and subcontractor employees have completed a fingerprint based criminal history check, which shall include Level 2 Background Screening pursuant to section 435.04, Florida Statutes. Contractor shall not charge any additional fees or expenses for such background checks.

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

## **10. DELAY IN PERFORMANCE/FORCE MAJEURE.**

10.01 *Time of the Essence.* Time is of the essence for all Services provided under this Agreement. If contractor fails to promptly provide the Services under this Agreement, PSTA may terminate this Agreement immediately, purchase substitute services elsewhere, and recover from Contractor any increased costs and damages thereby incurred by PSTA.

10.02 *Force Majeure.* Neither party shall be liable for its non-performance or delayed performance if caused by Force Majeure. Force Majeure shall be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, governmental act, law, ordinance, rule or regulation, or events which are not the fault or are beyond the control of the party. Notwithstanding the foregoing, Force Majeure shall not include strikes or labor disputes.

10.03 *Unavoidable Delay.* In the event there is a delay in performance that is not reasonably expected to occur, including but not limited to delays in connection with Contractor's suppliers or agent thereof, that are substantial enough to cause delay of Services to PSTA, Contractor shall notify PSTA immediately and in no event more than ten (10) days of Contractor being made aware that such event has occurred, or when Contractor should be aware that such event has occurred, and request extended time for completion. PSTA shall review the request and determine whether it is appropriate. PSTA shall respond to Contractor in writing within ten (10) days of receipt of Contractor's request for extension and, if granted, shall extend the time for completion for the determined number of days attributable to the unavoidable delay. Contractor shall not be entitled to any damages or compensation and shall not be reimbursed by PSTA for losses on account of delays or hindrances resulting from any cause including, but not limited to, any actions which result in change in scheduling, changes in the scope of services, or increases in the cost of performing the Services.



## **11. TERMINATION OF AGREEMENT.**

This Agreement may be terminated with or without cause in accordance with the provisions below.

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

**11.02 With Cause.** PSTA may terminate this Agreement with cause at any time immediately upon written notice to Contractor, if: (1) Contractor fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) Contractor fails to perform in the manner called for in the Contract Documents; or (3) Contractor does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, PSTA may allow Contractor an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, PSTA's written notice of termination to Contractor shall state the time period in which cure is permitted and other appropriate conditions, if applicable. If Contractor fails to cure the defect in performance, or if it has received a written notice of termination to Contractor for the same issue more than two (2) times over the course of this Agreement, this Agreement may be terminated by PSTA immediately. Contractor agrees that any assessment or payment of Liquidated Damages as set forth in section 12.04 of this Agreement does not cure any defect in performance and does not adequately compensate PSTA for the damages and harm sustained from a pattern of substandard performance. Contractor may terminate this Agreement for cause if PSTA fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that Contractor must first provide notice of the alleged breach to PSTA and give PSTA ninety (90) days' written notice to cure the alleged breach. If PSTA cures the alleged breach or is making a good faith effort to cure said breach during the ninety (90) day cure period, Contractor may not terminate this Agreement.

**11.03 Effect of Termination.** Upon expiration or termination of this Agreement, however terminated, and final payment for the Services rendered in accordance with the Contract Documents, PSTA shall have no further obligations or responsibilities to Contractor. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against PSTA arising out of this Agreement or otherwise relating to the Services, except those identified in writing by Contractor to PSTA prior to receipt of final payment. Neither the acceptance of the Services nor payment by PSTA shall be deemed to be a waiver of PSTA's rights or remedies, including but not limited to the right to enforce the warranties provided by Contractor in this Agreement, any obligations of Contractor under this Agreement, or to the recovery of damages for failure to provide the Services in accordance with the Contract Documents.

**11.04 Reprourement.** Should this Agreement be terminated by PSTA for cause under this Section, Contractor shall be liable for all expenses incurred by PSTA in reprocurring elsewhere the same or similar items or services offered by Contractor.

**11.05 Force Majeure.** If it is later determined by PSTA that Contractor's failure to perform was a result of a Force Majeure, PSTA may allow Contractor to continue performance under a new time

for performance or treat the termination as if terminated without cause under Section 11.01 of this Agreement.

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

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

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

**12.01** *Disputes.* Disputes raised by Contractor which are not resolved amicably by the Parties, shall be decided in writing by PSTA's Director of Procurement. This decision shall be final and conclusive unless, within ten (10) days of Contractor's receipt of the decision of PSTA's Director of Procurement, Contractor has furnished a written notice of appeal to PSTA's Chief Executive Officer. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of PSTA's Chief Executive Officer shall be binding upon Contractor and Contractor shall abide by the decision.

**12.02** *Performance during Dispute.* Unless otherwise directed by PSTA, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

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

**12.04** *Liquidated Damages.* Contractor acknowledges and agrees that the damages PSTA will suffer as a result of Contractor's failure to provide the Services in accordance with the terms set forth in Paragraph 19(B) of Exhibit A to the RFP are not readily ascertainable and would be incapable to quantify. As such, PSTA shall be entitled to liquidated damages as set forth in Paragraph 19(B) of Exhibit A to the RFP ("Liquidated Damages"). Notwithstanding any other provision of this Agreement, Liquidated Damages shall begin to accrue from the date of the breach and shall not be affected by any cure period or grace periods. The Parties acknowledge that the Liquidated Damages are reasonable, are based on the anticipated harm caused by such breach, and are not a penalty. PSTA may, in its sole discretion, upon thirty (30) days' written notice to Contractor, deduct Liquidated Damages from Contractor's invoices for any amounts due or which may become due under this Agreement.

**12.05** *Rights and Remedies.* The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by PSTA or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.



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

### **13. INDEMNIFICATION.**

**13.01 General.** The Parties recognize that Contractor is an independent contractor. Contractor agrees to assume liability for and indemnify, hold harmless, and defend PSTA, its board members, officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, loss of use, or Contractor's violation or alleged violation of any third parties' trade secrets, proprietary information, trademark, copyright, patent rights or first amendment rights 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 members, officers, employees, agents, and/or attorneys excluding only the sole negligence of PSTA, its officers, employees, agents, and attorneys. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by PSTA in the enforcement of this indemnification provision. This includes claims made by the employees of Contractor against PSTA, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which PSTA is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. All obligations contained in this Section 10 shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under the Contract Documents.

**13.02 Control of Defense.** 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 arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at Contractor's expense. Contractor shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If Contractor assumes control of the defense of any third party claim in accordance with this paragraph, Contractor shall obtain the prior written consent of PSTA before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by PSTA and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of PSTA, be detrimental in any material respect of PSTA's reputation; (ii) the third party claim seeks an injunction or equitable relief against PSTA; or (iii) Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to

cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished records and information, and shall attend any conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

**14. INSURANCE.**

Before beginning any work under this Agreement, Contractor shall obtain insurance as specified in the RFP at Contractor's sole expense and shall provide PSTA with proof of insurance as specified therein. Contractor shall maintain such insurance throughout the entire Contract Term and any Extension Terms.

**15. FEDERAL PROVISIONS.**

As required by the Federal Transit Administration (FTA), the attached **Exhibit 1** to this Agreement is hereby incorporated by reference as if set forth fully herein and contains required contractual provisions that apply to all work performed or products delivered under this Agreement.

**16. MISCELLANEOUS PROVISIONS.**

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

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

*16.3 Public Records Requirements.* Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by Contractor acting on behalf of PSTA, Contractor shall: (a) keep and maintain all public records, as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by PSTA in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that PSTA would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost, to PSTA all public records in possession of Contractor within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide PSTA with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to PSTA in a format that is compatible with the information technology of PSTA. If Contractor does not comply with a public records request, PSTA may pursue any and all remedies available in law or equity, including but not limited to specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of PSTA.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the custodian of Public Records at:**

**Telephone number:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Mailing address:** \_\_\_\_\_

**16.4** *Interest of Members of or Delegates to Congress; conflicts of interest.* No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to receive any benefit there from. Contractor represents and warrants that no public officers or procurement employees have a material ownership interest in Contractor and this Agreement is not otherwise prohibited by part III, chapter 112, Florida Statutes. Contractor further represents and warrants that its current business dealings will not conflict in any manner with Contractor's performance of the Services. Contractor shall promptly notify PSTA's Project Manager of any potential conflicts of interest which may arise throughout this Agreement with respect to any prospective business association, interest or other circumstance with may influence, or appear to influence, the Contractor's judgment or quality of the Services. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of PSTA as to whether the association, interest or circumstance would, in the opinion of PSTA, constitute a conflict of interest if entered into by the Contractor. PSTA agrees to notify Contractor of its decision within thirty (3) days of receipt of notification by Contractor. If, in the opinion of PSTA, the prospective business association, interest or circumstance would not constitute a conflict of interest, PSTA shall so state in the notification and Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to the Services.

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

**To PSTA:**

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

**To Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***With required copy to:***

Alan S. Zimmet, General Counsel  
Bryant Miller Olive  
One Tampa City Center  
Suite 2700  
Tampa, Florida 33602

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

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

**16.7 Modification.** The Contract Documents may not be amended or altered without prior written approval by PSTA and which is signed by the Parties. Contractor shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract Documents and signed by PSTA.

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

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

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the Effective Date.

CONTRACTOR:

By: \_\_\_\_\_  
Duly Authorized Designee

Date: \_\_\_\_\_

WITNESS:

By: \_\_\_\_\_

PSTA:

By: \_\_\_\_\_  
Brad Miller, CEO

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Alan S. Zimmet, General Counsel

## **Exhibit 1 Federal Transit Administration Clauses**

## **1.0 All Federal Transit Administration (FTA) Third-Party Contracts and Subcontracts**

### **1.1 Application of Federal Laws**

Contractor understands that Federal, state and local laws, regulations, policies, and related administrative practices ("Laws") applicable to the Contract on the date the Contract was executed (the "Execution Date") may be modified from time to time, or new Laws may be established after the Execution Date. Contractor agrees that the most recent of such Laws will govern the administration of the Contract at any particular time, unless there is sufficient evidence in the Contract of a contrary intent. Such contrary intent might be evidenced by express language in the Contract, or a letter signed by the Federal Transit Administrator, the language of which modifies or otherwise conditions the text of a particular provision of the Contract.

### **1.2 Audits and Inspection**

The Contractor shall maintain books, records, documents, and other evidence directly pertinent to performance of the Work under the Contract in accordance with generally accepted accounting principles and practices consistently applied and Federal Acquisition Regulation Parts 30 and 31 (48 C.F.R. 30 and 31). The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of the cost submissions required for the Contract, or any Change Order or claim, and a copy of the cost summary submitted to PSTA. PSTA, the U.S. Government, and the State Government or their authorized representatives shall have access, at all times during normal business hours, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Contractor will provide proper facilities for such access and inspection. The rights granted PSTA and the government under this provision shall remain in full force and effect for the longer of: (a) three (3) years after termination of the Contract for whatever reason, or (b) the date on which all litigation, appeals, claims or exceptions related to any litigation or settlement of claims arising from the performance of the Contract are resolved or otherwise terminated. The foregoing record keeping obligations shall extend to any subcontractor performing Work valued in excess of ten thousand dollars (\$10,000.00). In addition, with respect to major capital projects, Contractor agrees to provide 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.

### **1.3 Civil Rights (EEO, Title VI & ADA)**

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

**Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying contract:

**Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order

11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

#### **1.4 Compliance with Law**

Contractor shall perform all Work hereunder in compliance with all applicable federal, state and local laws and regulations, including, but not limited to, any applicable licensing or permitting laws. The Contractor shall use only licensed personnel to perform Work required by law to be performed by such personnel and shall bear the costs of obtaining all necessary licenses and permits.

#### **1.5 Contracts Involving Federal Privacy Act Requirements**

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:

- a. 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, 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.
- b. 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.



## **1.6 Energy Conservation**

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

## **1.7 Federal Assistance and Incorporation of FTA Terms**

The procurements under the Contract may be supported in part by Federal assistance under grants made by the Department of Transportation, Federal Transit Administration, pursuant to the Federal Transit Laws, 49 U.S.C. Chapter 53; Transportation Equity Act for the 21st Century 1998 (TEA-21), P.L. 105-178 as amended, TEA-21 Restoration Act 1998, P.L. 105-206; Sections 401 and 1555 of the Federal Acquisition Streamlining Act of 1994, 41 U.S.C. §403(11) and 40 U.S.C. §481(b), respectively; 49 C.F.R. Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; 49 C.F.R. Part 19, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations; Executive Order 12612, "Federalism," dated 10-26-1987; FTA Super Circular; FTA Master Agreement; Appendix D, Best Practices Procurement Manual. When so funded, the Contract shall be subject to all rules and regulations promulgated pursuant thereto, as they may be amended from time to time during the course of the Contract. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as the same may be amended or superseded from time to time, 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 the Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any PSTA requests which would cause PSTA to be in violation of the FTA terms and conditions.

## **1.8 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 FTA Master Agreement between PSTA and FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to comply shall constitute a material breach of the Contract.

## **1.9 No Obligation by the Federal Government**

Contractor and PSTA 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 of the Federal Government, the Federal Government is not a party to the Contract and shall not be subject to any obligations or liabilities to PSTA, the Contractor or any other party pertaining to any matter resulting from the underlying Contract. Contractor further agrees to include this clause, without modification, in any subcontract issued hereunder.

## **1.10 Program Fraud and False or Fraudulent Statements or Related Acts**

Contractor agrees that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Sec. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31 apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent



claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. Contractor further agrees to include this clause, without modification, in any subcontract issued hereunder.

### **1.11 Program Funding**

PSTA's performance and obligations to pay under the Contract are contingent upon the availability of various Federal, State and local funding.

### **1.12 Access to Records and Sites of Project Performance**

- A. Access to Contractor Records. The Contractor agrees to and assures its Subcontractors will agree to:
  - (1) Provide and require its Subcontractor at each tier to provide, sufficient access to inspect and audit records and information pertaining to the Project to the:
    - (a) U.S. Secretary of Transportation or the Secretary's duly authorized representatives,
    - (b) Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and
    - (c) PSTA
  - (2) Permit all interested parties of this Contract to to:
    - (a) Inspect all Project work and materials, and
    - (b) Audit any information related to the Project under the control of PSTA within books, records, accounts, or other locations, and
  - (3) Otherwise comply with:
    - (a) 49 U.S.C. § 5325(g), and
    - (b) 49 C.F.R. 49 C.F.R. § 18.36(i)(10) and 49 C.F.R. § 19.53(e), until U.S. DOT promulgates new regulations that will supersede and apply in lieu of 49 C.F.R. parts 18 and 19, 36.
- B. Access to Sites of Project Performance. Contractor agrees to permit, and to require its Subcontractor to permit, Federal awarding agencies, specifically FTA, to make site visits as needed in compliance with 49 C.F.R. § 18.40(e) or 49 C.F.R. § 19.51(g) until U.S. DOT promulgates new regulations that will supersede and apply in lieu of 49 C.F.R. parts 18 and 19.
- C. Project Closeout. Project closeout does not alter the access requirements of this section.

## **2.0 Awards Exceeding \$10,000**

### **2.1 Termination**

- A. Termination for Convenience  
PSTA may terminate the Contract, in whole or in part, at any time and for any reason by written notice to the Contractor when it is in the best interest of PSTA. The Contractor shall be paid its costs and profit on Work performed up to the time of termination. The Contractor shall promptly submit its termination claim to PSTA to be paid the Contractor. If the Contractor has any property in its possession belonging to PSTA, the Contractor will account for the same, and dispose of it in the manner PSTA directs.

**B. Termination for Default**

If the Contractor fails to make delivery of the goods or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of the Contract in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of ten (10) days after receiving such notice from PSTA, thereafter, PSTA may terminate the Contract for default and have the Work completed and the Contractor shall be liable for any resulting cost to PSTA. In the event of termination for default, the Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of PSTA.

**C. Termination Due to Insufficient Funds**

If at any time during the term of the Contract the PSTA Governing Board makes a determination that PSTA has insufficient funds with which to carry out its performance and obligations under the Contract, then PSTA may terminate the Contract by delivering a notice of termination to the Contractor. The effective date of any termination shall be the date which is thirty (30) days following the delivery of the notice of termination or such later date, if any, specified in the notice of termination. The Contractor shall be paid its costs and profit on Work performed up to the time of termination. The Contractor shall promptly submit its claim for final payment to PSTA.

**D. Termination Due to Failure to Receive a Grant or other Funding Device**

If at any time during the term of the Contract PSTA ceases to receive a grant or other funding device from a third party with which it intended to pay for the goods or services Contracted for, then, unless otherwise directed by the PSTA Governing Board, PSTA may terminate the Contract by delivering a notice of termination to the Contractor. The effective date of any termination shall be the date which is thirty (30) days following the delivery of the notice of termination or such later date, if any, specified in the notice of termination. The Contractor shall be paid its costs and profit on Work performed up to the time of termination. The Contractor shall promptly submit its claim for final payment to PSTA.

E. Damages upon Termination

Any damages to be assessed to the Contractor as a result of a default termination or any claim by Contractor for costs resulting from a termination for convenience by PSTA, a termination due to insufficient funds by PSTA, or a termination due to a failure to receive a grant or other funding device by PSTA will be computed and allowable in accordance with federal regulations in effect at the time of termination.

F. Special Termination Provisions

PSTA may terminate the Contract in whole or in part, for the convenience of PSTA or because of the failure of the Contractor to fulfill the Contract obligations. PSTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to PSTA all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing the Contract, whether completed or in process. If the termination is for the convenience of PSTA, PSTA shall make an equitable adjustment in the Contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the Contract obligations, PSTA may complete the Work by Contract or otherwise and the Contractor shall be liable for any additional cost incurred by PSTA. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of PSTA.

## 2.2 Recovered Materials

With respect to contracts for items designated by the Environmental Protection Agency, when PSTA procures at least ten thousand Dollars (\$10,000) of such materials per year, 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 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

## 2.3 Approval of Materials

When required by the Contract or by PSTA, the Contractor shall obtain PSTA's approval of the material or articles, which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall furnish to PSTA full information concerning the material or articles, including, but not limited to the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When directed to do so by PSTA, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection. All Work under the Contract shall be performed in a skillful and workmanlike manner, unless a higher standard of care is specified. PSTA may require, in writing, that the Contractor removes from the Work any employee PSTA deems incompetent, careless, or otherwise objectionable.

## 2.4 Changes

- A. PSTA may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Contract, including changes:

In the specifications (including drawings and designs);  
In the method or manner of performance of the work;  
In the Government-furnished facilities, equipment, materials, services, or site; or  
Directing acceleration in the performance of the work.

- B. Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from PSTA that causes a change shall be treated as a change order under this clause, provided, that the Contractor gives PSTA written notice stating:
- (i) The date, circumstances, and source of the order; and
  - (ii) That the Contractor regards the order as a change order.
- C. Except as provided in this clause, no order, statement, or conduct of PSTA shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- D. If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under the Contract, whether or not changed by any such order, PSTA shall make an equitable adjustment and modify the Contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than twenty (20) days before the Contractor gives written notice as required.
- E. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- F. The Contractor must assert its right to an adjustment under this clause within thirty (30) days after:
- (i) Receipt of a written change order under paragraph (a) of this clause or
  - (ii) The furnishing of a written notice under paragraph (b) of this clause, by submitting to PSTA a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.
- G. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Contract.

### **3.0 Awards Exceeding \$25,000**

#### **3.1 Suspension and Debarment**

The Contract is a "covered transaction" for purposes of 49 C.F.R. Part 29. As such, Contractor is required to verify that none of the Contractor, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945. Contractor is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower tier covered transaction it enters into. Contractor certifies as follows:

- a. The certification in this clause is a material representation of fact relied upon by PSTA.
- b. If it is later determined that the Contractor 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.
- c. The Contractor agrees to comply with the requirements of 49 C.F.R. 29, Subpart C while its offer is valid and throughout the period of any contract that may arise from its offer.
- d. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **4.0 Award Exceeding \$100,000 by Statute**

#### **4.1 Clean Air and Clean Water**

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. and 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. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **4.2 Lobbying**

Per 49 CFR Part 20, Contractor shall complete and submit as part of their proposal the Certification of Restrictions on Lobbying for all projects when the total aggregate value of the contract exceeds \$100,000. The Contractor shall also submit a list of subcontracts and subcontractor that will exceed \$100,000. A Certification of Restrictions on Lobbying shall be submitted by the Contractor to PSTA for each listed subcontractor prior to contract award.

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

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

For the purposes of this paragraph, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with the bidding process through direct or indirect oral or written communication. Lobbying includes such actions whether performed by the Contractor itself, any employee of the Contractor, the Contractor's attorney, agent or other paid or non-paid representative, or any person who performs such actions of behalf or at the behest of the Contractor. Further, lobbying includes the attempt to influence Board members while they are performing their functions for other governmental entities (e.g.) a city or Pinellas County).

Any board member, officer, evaluation/selection committee member, employee, agent or attorney who has been lobbied shall immediately report the lobbying activity to the Chief Executive Officer.

## **5.0 Awards Exceeding the Simplified Acquisition Threshold (\$100,000)**

### **5.1 Disputes**

Disputes arising in the performance of the Contract which are not resolved by agreement of the parties shall be decided in writing by the Executive Director 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 furnishes 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.

### **5.2 Performance during Dispute**

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

### **5.3 Rights and Remedies**

Unless the Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between PSTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Hillsborough and Pinellas County, Florida. The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by PSTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **6.0 Awards Exceeding \$500,000**

### **6.1 Notification of Federal Participation**

Contractor agrees to provide notification to PSTA specifying the amount of Federal assistance intended to be used to finance the acquisition of goods or services (including construction services) having an aggregate value of \$500,000 or more, and to express the amount of that Federal assistance as a percentage of the total cost of the Contract.

## **7.0 Construction Activities**

### **7.1 Davis-Bacon and Copeland Anti-Kickback Acts**

With respect to all construction contracts and subcontracts over two thousand dollars (\$2,000) at least partly financed by a loan or grant from the Federal Government, and including contracts for actual construction, alteration and/or repair, including painting and decorating, the following provisions shall apply.

**A. Minimum wages.**

All laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- B.** PSTA shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. PSTA shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:



- (1) Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - (4) With respect to helpers as defined in 29 C.F.R. 5.2(n)(4), such a classification prevails in the area in which the work is performed.
    - (A) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and PSTA agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by PSTA to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise PSTA or will notify PSTA within the 30-day period that additional time is necessary.
    - (B) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and PSTA do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), PSTA shall refer the questions, including the views of all interested parties and the recommendation of PSTA, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise PSTA or will notify PSTA within the 30-day period that additional time is necessary.
    - (C) The wage rate (including fringe benefits where appropriate determined pursuant to paragraphs (a)(ii)(B) or (C) of this section, shall be paid to all workers performing Work in the classification under the Contract from the first day on which Work is performed in the classification.
- C. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- D. If the Contractor does not make payments, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- E. PSTA shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. PSTA shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The Work to be performed by the classification requested is not performed by a classification in the wage determination; and



- (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- F. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and PSTA agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by PSTA to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise PSTA or will notify PSTA within the 30-day period that additional time is necessary.
- G. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and PSTA do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), PSTA shall refer the questions, including the views of all interested parties and the recommendation of PSTA, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise PSTA or will notify PSTA within the 30-day period that additional time is necessary.
- H. The wage rate (including fringe benefits where appropriate) determined pursuant to above paragraphs of this section, shall be paid to all workers performing Work in the classification under the Contract from the first day on which Work is performed in the classification.

1. Withholding.

PSTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under the Contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, PSTA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

2. Payrolls and basic records.

Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions

or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- I. The Contractor shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to PSTA for transmission to the FTA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- J. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
  - (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5 and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into the Contract.
- K. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c)(i)(B) of this section.

The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such

representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

1. Apprentices and trainees

Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire Work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

Trainees. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 C.F.R. part 30.

***e. Compliance with Copeland Act requirements***

The Contractor shall comply with the requirements of 29 C.F.R. Part 3, which are incorporated by reference in the Contract.

***f. Subcontracts***

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the Contract clauses in 29 C.F.R. 5.5.

***g. Contract termination: debarment*** A breach of the Contract clauses in 29

C.F.R. 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. 5.12.

***h. Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of the Contract shall not be subject to the general disputes clause of the Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29

C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.

***i. Certification of eligibility.***

- B. By entering into the Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).
- C. No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).
- D. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**7.2 Seismic Safety**

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

**7.3 Bonding**

**a. Bid Bond Requirements (Construction)**

A Bid Bond must be issued by a fully qualified surety company acceptable to PSTA and listed as a company currently authorized under 31 CFR Part 223 as possessing a Certificate of Authority as described thereunder. To the extent a defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check shall prove inadequate to fully recompense PSTA for the damages occasioned by default, then such bidder agrees to indemnify PSTA and pay over to PSTA the difference between the bid security and PSTA's total damages, so as to make PSTA whole.

**b. Advance Payment Bonding Requirements.**

The Contractor may be required to obtain an advance payment bond if the Contract contains an advance payment provision and a performance bond is not furnished. PSTA shall determine the amount of the advance payment bond necessary to protect PSTA.

**c. Patent Infringement Bonding Requirements (Patent Indemnity).**

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. PSTA shall determine the amount of the patent indemnity to protect PSTA.

**d. Performance and Payment Bonding Requirements (Construction).**

The Contractor shall be required to obtain performance and payment bonds as follows:

Performance bonds

The penal amount of performance bonds shall be 100 percent of the original Contract price, unless PSTA determines that a lesser amount would be adequate for the protection of PSTA. PSTA may require additional performance bond protection when a Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. PSTA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

Payment bonds

The penal amount of the payment bonds shall equal:

- Fifty percent (50%) of the Contract price if the Contract price is not more than \$1 million.
- Forty percent (40%) of the Contract price if the Contract price is more than \$1 million but not more than \$5 million; or
- Two and one half million (\$2.5 million) if the Contract price is more than \$5 million. If the Contract price is \$5 million or less, PSTA may require additional protection as required by (d)(ii)(A) if the Contract price is increased.

**e. Performance and Payment Bonding Requirements (Non-Construction).**

The Contractor may be required to obtain performance and payment bonds when necessary to protect PSTA's interest.

The following situations may warrant a performance bond:

- A. PSTA property or funds are to be provided to the Contractor for use in performing the Contract or as partial compensation (as in retention of salvaged material).
- B. A Contractor sells assets to or merges with another concern, and PSTA, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
- C. Substantial progress payments are made before delivery of end items starts.
- D. Contracts are for dismantling, demolition, or removal of improvements.

When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

The penal amount of performance bonds shall be 100 percent of the original Contract price, unless PSTA determines that a lesser amount would be adequate for the protection of PSTA.

PSTA may require additional performance bond protection when a Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. PSTA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond. A payment bond is required only when a performance bond is required, and if the use of payment bond is in PSTA's interest.

When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

The penal amount of payment bonds shall equal:

- Fifty percent ( 50 % ) of the Contract price if the Contract price is not more than \$1 million;
- Forty percent ( 40 % ) of the Contract price if the Contract price is more than \$1 million but not more than \$5 million; or
- Two and one half million (\$2.5 million) if the Contract price is increased.

**f. Warranty of the Work and Maintenance Bonds**

1. The Contractor warrants to PSTA, the Architect and/or Engineer that all materials and equipment furnished under the Contract will be of highest quality and new unless otherwise specified by PSTA, free from faults and defects and in conformance with the Contract. All Work not so conforming to these standards shall be considered defective. If required by PSTA, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by PSTA and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to PSTA. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to PSTA written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for the Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to one hundred percent (100%) of the Contract SUM, as adjusted (if at all).

**7.4 Contract Work Hours and Safety Standards**

The following provisions shall apply with respect to all U.S. federal government financed contracts and subcontracts in excess of \$100,000, involving employment of laborers or mechanics, including watchmen and guards, provided, however, that these provisions shall not apply to contracts for transportation by land, air, or water, or for the transmission of intelligence, or for the purchase of supplies or materials or articles ordinarily available in the open market.



- a. Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Withholding for unpaid wages and liquidated damages.** PSTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or subcontractor under any such Contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d).
- e. Record Keeping Requirements.** The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the Work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of PSTA and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.



## **8.0 Conformance with ITS National Architecture.**

With respect to all Contracts involving the provision of Intelligent Transportation Systems ("ITS"), Contractor agrees to conform to the ITS National Architecture, as promulgated by the United States Department of Transportation, Intelligent Transportation Systems, Joint Program Office.

## **9.0 Cargo Preference: Use of United States Flag Vessels**

Contractor agrees:

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

## **10.0 Planning, Research, Development, and Documentation Projects**

### **10.1 Patent Rights.**

The following requirements apply to each Contract involving experimental, developmental, or research work:

- a. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Contract to which this Section applies and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, PSTA and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), PSTA and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- c. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research Work financed in whole or in part with Federal assistance provided by FTA.

## 10.2 Rights in Data and Copyrights

The following requirements apply to each Contract involving experimental, developmental or research work:

- a. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- b. The following restrictions apply to all subject data first produced in the performance of the Contract to which this Section applies:
  1. Except for its own internal use, PSTA or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may PSTA or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
  2. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (b)(ii)(A) and (b)(ii)(B) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
    - a. Any subject data developed under that contract, whether or not a copyright has been obtained; and
    - b. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.
  3. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the Work to participants in that work. Therefore, unless FTA determines otherwise, PSTA and the Contractor performing experimental, developmental, or research Work required by the underlying Contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying Contract, is not completed for any reason whatsoever, all data developed under that Contract shall become subject data as defined in subsection (i) of this clause and shall be delivered as the Federal Government may direct. This subsection (iii), however, does not apply to adaptations of automatic data processing equipment or programs for PSTA or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

4. Unless prohibited by state law, upon request by the Federal Government, PSTA and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by PSTA or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that Contract. Neither PSTA nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
  5. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
  6. Data developed by PSTA or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into Work required by the underlying Contract to which this Section applies is exempt from the requirements of subsections (ii), (iii), and (iv) of this clause, provided that PSTA or Contractor identifies that data in writing at the time of delivery of the Contract work.
  7. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research Work financed in whole or in part with Federal assistance provided by FTA.
- c. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), PSTA and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
  - d. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research Work financed in whole or in part with Federal assistance provided by FTA.

## **11.0 Rolling Stock Purchase**

### **11.1 Bus Testing**

Contractor agrees to comply with 49 U.S.C. 5323(c) and FTA's implementing regulation at 49 C.F.R. Part 665 and shall perform the following:

- a. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to PSTA at a point in the procurement process specified by PSTA, which will be before PSTA's final acceptance of the first vehicle.
- b. A manufacturer who releases a report under paragraph (a) above shall provide notice to the operator of the testing facility that the report is available to the public.
- c. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report. This must be provided to PSTA before PSTA's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- d. If the manufacturer represents that the vehicle is "grandfathered" (used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
- e. Contractor shall provide a certification of compliance with FTA bus testing requirements on such form as may be required by PSTA.

### **11.2 Buy America**

Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, 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 \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Contractor agrees to submit to PSTA a Buy America certification on FTA-funded contracts, except those subject to a general waiver.

### **11.3 Pre-Award and Post Delivery Audit Requirements**

Contractor agrees to comply with 49 U.S.C. 5323(1) and FTA's implementation regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- a. Buy America Requirements. The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with the Buy America requirements. If the Contractor certifies compliance with the Buy America requirements, it shall submit documentation which lists (i) component and subcomponent parts of the rolling stock to be purchased, identified by manufacturer of the parts, their country of origin and costs; and (ii) the location of final assembly point for rolling stock, including a description of activities that take place at the final assembly and the cost of final assembly.
- b. Solicitation Specification Requirements. The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

- c. Federal Motor Vehicle Safety Standards ("FMVSS"). The Contractor shall submit (i) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (ii) manufacturer's certified statement that the Contracted buses will not be subject to FMVSS regulations.

## **12.0 Transit Operations**

### **12.1 Transit Employee Protective Provisions**

With respect to Contracts for "Transit Operations" as classified by the FTA, and performed by employees of a Contractor recognized by FTA to be a transit operator, the Contractor agrees to the comply with applicable Transit Employee Protective requirements as follows:

- a. General Transit Employee Protective Requirements. To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations Work on the underlying Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under the Contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. Department of Labor guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. Department Of Labor to FTA applicable to PSTA's project from which Federal assistance is provided to support Work on the underlying Contract. The Contractor agrees to carry out that Work in compliance with the conditions stated in that U.S. Department of Labor letter. The requirements of this subsection (a), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this Section.
- b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities. If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for PSTA, the Contractor agrees to carry out the Work in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. Department of Labor guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. Department of Labor's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with PSTA. The Contractor agrees to perform transit operations in connection with the underlying Contract in compliance with the conditions stated in that U.S. Department of Labor letter. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas. If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. Department of Labor or any revision thereto.

- c. Requirements Apply to Subcontracts. The Contractor agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with assistance provided by FTA.

## **12.2 Charter Service Operations**

The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation. Contractor agrees to include provisions to this effect in to include these requirements in all subcontracts issued pursuant to the Contract when the subcontract may involve charter service operations.

## **12.3 Drug and Alcohol Testing**

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Florida, or PSTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 before October 31st of each year and to submit the Management Information System (MIS) reports before January 1st of each year. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

## **12.4 School Bus Operations**

Contractor agrees to comply with 49 U.S.C. 5323(f) and 49 C.F.R. Part 605, which provide that recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, Contractor agrees not to use federally funded equipment, vehicles, or facilities. Contractor agrees to include provisions to this effect in to include these requirements in all subcontracts issued pursuant to the Contract when the subcontract may involve school bus operations.

## **13.0 Fly America Requirements**

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



## **14.0 Preference for Recycled Products**

To the extent applicable, Contractor agrees to comply with U.S. Environmental Protection Agency (U.S. EPA) "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

## **15.0 Access for Individuals with Disabilities**

PSTA and Contractor agree to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. PSTA and Contractor also agree to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, PSTA and Contractor agree to comply with applicable implementing Federal regulations any later amendments thereto, and agree to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (d) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (f) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

- (k) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

## 16.0 DBE Participation

Contractor and any subcontractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as PSTA deems appropriate. A minimum of nine point seven eight percent (9.78%) of the total contract price, as awarded, may be awarded to a certified DBE's by Contractor.

### *DBE Subcontractor's Payment and Reporting Terms.*

- a. Contractor Reporting Requirements: Contractor agrees to count only the value of the work actually performed by the DBE firm toward its overall DBE goal. When a DBE performs as a participant in a joint venture, Contractor agrees to count the portion of the work of the contract that the DBE performs with its own forces toward its DBE goal only if the DBE is performing a commercially useful function of the contract. The factors listed in 49 CFR Part 26 will be used to determine whether a DBE trucking firm is performing a commercially useful function. Contractor understands that expenditures with DBEs for materials or supplies toward DBE goals will be counted according to the factors listed in 49 CFR Part 26. Contractor agrees to meet with the PSTA DBE Liaison Officer for the purpose of verifying Contractor reporting requirements prior to the signing of a contract.
- b. Legal and Contract Remedies: Contractor agrees to report quarterly to the PSTA DBE Liaison Officer on all payments made to DBE Subcontractors. Further, Contractor shall provide all copies of canceled checks made to DBE Subcontractors showing proof of actual payment. Contractor understands that failure to report quarterly to the PSTA DBE Liaison Officer may result in the termination of this Agreement or such other remedy as PSTA deems appropriate.
- c. Contractor understands that PSTA will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g. referral to the Department of Justice for criminal prosecution, referral to the DOT inspector General, action under suspension and debarment of Program Fraud or Civil Penalties rules) provided in 26.109. Contractor understands that PSTA will consider similar action under their own legal authorities, including responsibility determinations in future contracts.



## **17.0 Assignability**

The terms and provisions of the Contract shall be binding upon PSTA and Contractor their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. PSTA may assign its rights and obligations under the Contract to any successor to the rights and functions of PSTA or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent PSTA deems necessary or advisable under the circumstances.

## **18.0 Equal Employment Opportunity Requirements for Construction**

In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures that each Third Party Participant will comply, with:

(a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and

(b) Executive Order 11246, “Equal Employment Opportunity,” as amended by Executive Order 11375, “Amending Executive Order 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note.

## **19.0 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 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this 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.

## **EXHIBIT C Florida Chapter 14-90**

## CHAPTER 14-90

### EQUIPMENT AND OPERATIONAL SAFETY STANDARDS FOR BUS TRANSIT SYSTEMS

14-90.002	Definitions
14-90.004	Bus Transit System Operational Standards
14-90.0041	Medical Examinations for Bus Transit System Drivers
14-90.006	Operational and Driving Requirements
14-90.007	Vehicle Equipment Standards and Procurement Criteria
14-90.009	Bus Safety Inspections
14-90.010	Certification
14-90.012	Safety and Security Inspections and Reviews

#### **14-90.002 Definitions.**

Terms used in this rule chapter shall mean as defined in Section 341.031, F.S., in addition:

(1) “Bus” means any motor vehicle, other than a taxicab, which is designed or constructed for the public transport of persons for compensation and is owned, operated, leased, or controlled by a bus transit system. Buses are designated in two categories:

(a) Type I means over 22 feet in length, including bumpers.

(b) Type II means 22 feet or less in length, including bumpers and paratransit type vehicles, such as minibuses, standard vans, modified vans, station wagons, and sedans.

(2) “Bus Transit System” means a community transportation coordinator; a public transit provider; or a private contract transit provider which owns, operates, leases, or controls buses or taxicabs where such transportation consists of continuous or recurring transportation under the same contract; or a privately owned or operated transit provider that receives operational or capital funding from the Department and owns, operates, leases, or controls buses, other than nonpublic sector buses that provides transportation services available for use by the general riding public.

(3) “Community Transportation Coordinator” means a provider of transportation services or an entity that ensures such services are provided by another bus transit system.

(4) “Department” means the Florida Department of Transportation.

(5) “Drive” or “Operate” means all time spent at the controls of a bus in operation.

(6) “Driver” means any person trained and designated to drive a bus on a street or highway being used for the public transport of persons for compensation.

(7) “FMVSS” means the Federal Motor Vehicle Safety Standards in effect at the time the bus or component is manufactured.

(8) “For Compensation” means for money, property, or anything else of value whether paid, received, or realized, directly or indirectly.

(9) "Manufacturer" means the original producer of the chassis, the producer of any type of bus, or the producer of equipment installed on any bus for the purpose of transporting individuals with disabilities.

(10) "Off-Duty" means any time the driver is not on duty, required to be in readiness to work, or under any responsibility to perform work. Such time shall not be counted towards the maximum allowed on-duty hours within a 24-hour period.

(11) "On Duty" means the status of the driver from the time he or she begins work, or is required to be in readiness to work, until the time the driver is relieved from work and all responsibility for performing work. "On Duty" includes all time spent by the driver as follows:

(a) Waiting to be dispatched at bus transit system terminals, facilities, or other private or public property, unless the driver has been completely relieved from duty by the bus transit system.

(b) Inspecting, servicing, or conditioning any vehicle.

(c) Driving.

(d) Remaining in readiness to operate a vehicle (stand-by).

(e) Repairing, obtaining assistance, or remaining in attendance in or about a disabled vehicle.

(12) "Passenger" means a person who is on board, boarding, or alighting from a bus for the purposes of public transport.

(13) "Paratransit" means those elements of public transit which provide service between specific origins and destinations selected by the individual user with such service being provided at a time that is agreed upon by the user and the provider of the service. Paratransit service is provided by taxis, limousines, "dial-a-ride" buses, and other demand-responsive operations that are characterized by their nonscheduled, non-fixed route nature.

(14) "Safe Condition" means a condition where hazards are reduced to the lowest level feasible and substantial compliance exists with all safety rules, regulations, and requirements.

(15) "Safety Review" means an on-site assessment to determine if a bus transit system has adequate safety management controls in place and functioning in accordance with the safety standards provided and incorporated by reference in this rule chapter.

(16) "Security" means freedom from harm resulting from intentional acts against passengers, employees, equipment, and facilities.

(17) "Security Program Plan" or "SPP" means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures for the protection and defense of the system and persons from intentional acts of harm.

(18) "Security Review" means an on-site assessment to determine if a bus transit system has security management controls in place and functioning in accordance with the security requirements provided in this rule chapter.

(19) "System Safety Program Plan" or "SSPP" means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures against injuries or damage.

(20) "Taxicab" means any motor vehicle of nine passenger capacity or less, including the driver, engaged in the general transportation of persons for compensation, not on a regular schedule, between fixed termini, or over regular routes, where such vehicle does not provide transportation services as a result of a contractual agreement with a bus transit system.

(21) "Trailer Bus" means a trailing or towed vehicle designed or used for the transportation of more than 10 persons, e.g., tram buses.

(22) "Twenty-four Hour Period" or "24-Hour Period" means the consecutive time beginning at 12:00.01 a.m. to 12:00.00 a.m.

(23) "Unsafe Condition" means anything which endangers human life or property.

(24) "Personal wireless communications device" means an electronic or electrical device that was not provided by the bus transit system for business purposes.

(25) "Use of a wireless communications device" means use of a mobile telephone or other electronic or electrical device, hands-on or hands-free, to conduct an oral communication; to place or receive a telephone call; to send or read electronic mail or a text message; to play a game; to navigate the Internet; to play, view, or listen to a video; to play, view, or listen to a television broadcast; to play or listen to music; or to execute a computational function. Use of an electronic or electrical device that enhances the individual's physical ability to perform, such as a hearing aid, is not included in this definition.

(26) "Wireless communications device" means an electronic or electrical device capable of remote communication. Examples include cell phones, personal digital assistants (PDAs) and portable computers (commonly called laptop computers).

*Rulemaking Authority 334.044(2), 341.061(2), 341.041(3), 341.031 FS. Law Implemented 341.041(3), 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, 8-7-05, 9-16-10.*

#### **14-90.004 Bus Transit System Operational Standards.**

(1) Each bus transit system shall develop and adopt an SSPP that complies with or exceeds the established safety standards set forth in this rule chapter.

(a) The SSPP shall address the following safety elements and requirements:

1. Safety policies and responsibilities.

2. Vehicle and equipment standards and procurement criteria.

3. Operational standards and procedures.

4. Bus driver and employee selection.

5. Driving requirements.

6. Bus driver and employee training. As part of the driver training program, specific procedures, and training shall be implemented to instruct the driver on how to safely approach and depart from a transit bus stop to avoid contact with pedestrians and other hazards.

7. Vehicle maintenance.

8. Investigations of events described under subsection 14-90.004(5), F.A.C.

9. Hazard identification and resolution.

10. Equipment for transporting wheelchairs.

11. Safety data acquisition and analysis.

12. A wireless communication plan and procedure that provides for the safe operation of the bus transit vehicle. The wireless communication plan and procedure shall assure that:

- a. The use of a personal wireless communication device is prohibited while the transit vehicle is in motion, and
- b. All personal wireless communications devices are turned off with any earpieces removed from the operator's ear while occupying the driver's seat.

13. A policy on the use of a wireless communications device issued to the operator by the bus transit system for business related purposes. Policies developed shall assure that:

- a. Guidelines are developed that allow for the use of a wireless communications device in emergency situations, and
- b. The use of a wireless communications device does not interfere with the operator's safety related duties.

14. The Bus Transit System shall develop a driver educational training program addressing:

- a. The proper use of a wireless communications device issued to the operator by the Bus Transit System while in the performance of their safety related duties, and
- b. The hazards associated with driving and utilizing a wireless communications device.

15. Safety standards for private contract bus transit system(s) that provide(s) continuous or recurring transportation services for compensation as a result of a contractual agreement with the bus transit system.

(b) Each bus transit system shall implement and comply with the SSPP during the operation of the system.

(c) Each bus transit system shall require that all operable transit buses be inspected at least once per year in accordance with established standards.

(d) Each bus transit system shall submit an annual safety certification to the Department verifying the following:

1. Adoption of an SSPP, which meets or exceeds the established standards set forth in this rule chapter.
2. Compliance with its adopted SSPP and that safety inspections have been performed at least once a year on all buses operated by the bus transit system, by persons meeting the requirements set forth in Rule 14-90.009, F.A.C.

(e) Bus transit systems shall immediately suspend affected system service operations if, at any time, continued operation of the system, or a portion thereof, poses an immediate danger to public safety.

(2) Each bus transit system shall develop and adopt an SPP that meets or exceeds the security requirements set forth in this rule chapter. The SPP shall be adopted separately from the SSPP.

(a) The SPP shall address the following security requirements:

1. Security policies, goals, and objectives.
2. Organization, roles, and responsibilities.
3. Emergency management processes and procedures for mitigation, preparedness, response, and recovery.
4. Procedures for investigation of events described under subsection 14-90.004(5), F.A.C.
5. Procedures for the establishment of interfaces with emergency response organizations.
6. Procedures for interagency coordination with local law enforcement jurisdictions.

7. Employee security and threat awareness training programs.

8. Security data acquisition and analysis.

9. Emergency preparedness drills and exercises.

10. Requirements for private contract transit providers that engage in continuous or recurring transportation services for compensation as a result of a contractual agreement with the bus transit system.

11. Procedures for SPP maintenance and distribution.

(b) Each bus transit system shall implement and comply with the SPP during the operation of the system.

(c) Bus transit systems that engage in a contract with a private contract transit provider shall:

1. Establish minimum security requirements which apply to private contract transit providers.

2. Monitor and assure that each private contract transit provider complies with established security requirements during the term of the contract.

(d) Bus transit systems are prohibited by Section 119.071(3)(a), F.S., from publicly disclosing the SPP or the security portion of the SSPP, as applicable, under any circumstance.

(3) Bus transit systems shall establish criteria and procedures for the selection, qualification, and training of all drivers. The criteria shall include the following:

(a) Driver qualifications and background checks meeting minimum hiring standards.

(b) Driving and criminal background checks for all new drivers.

(c) Verification and documentation of valid driver licenses for all employees who drive buses.

(d) Training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised. As a minimum requirement, drivers shall be given explicit instructional and procedural training and testing in the following areas:

1. Bus transit system safety and operational policies and procedures.

2. Operational bus and equipment inspections.

3. Bus equipment familiarization.

4. Basic operations and maneuvering.

5. Boarding and alighting passengers.

6. Operation of wheelchair lifts and other special equipment.

7. Defensive driving.

8. Passenger assistance and securement.

9. Handling of emergencies and security threats.

10. Security and threat awareness.

11. Driving conditions.

(e) Bus transit systems shall provide written operational and safety procedures to all bus drivers before driving on streets or highways unsupervised. At a minimum, these procedures and instructions shall address the following:

1. Communication and handling of unsafe conditions, security threats, and emergencies.
2. Familiarization and operation of safety and emergency equipment, wheelchair lift equipment, and restraining devices.
3. Application and compliance with all applicable federal and state laws, rules, and regulations.

(f) The provisions in paragraphs (d) and (e), above, shall not apply to personnel licensed and authorized by the bus transit system to drive, move, or road test a bus in order to perform repairs or maintenance services when it has been determined that such temporary operation does not create unsafe operating conditions or create a hazard to public safety.

(g) Bus transit systems shall maintain the following records for at least four years:

1. Records of bus driver background checks and qualifications.
2. Detailed descriptions of training administered and completed by each bus driver.
3. A record of each bus driver's duty status which shall include total days worked, on-duty hours, driving hours, and time of reporting on and off duty each day.

(h) Each bus transit system shall establish a drug-free workplace policy statement in accordance with 49 C.F.R. Part 32 and a substance abuse management and testing program in accordance with 49 C.F.R. Parts 40 and 655, October 1, 2009, hereby incorporated by reference.

(i) Bus transit systems shall require that drivers write and submit a daily bus inspection report pursuant to Rule 14-90.006, F.A.C.

(4) Bus transit systems shall establish a maintenance plan and procedures for preventative and routine maintenance for all buses operated. The maintenance plan and procedures shall assure that:

(a) All buses operated, and all parts and accessories on such buses, including those specified in Rule 14-90.007, F.A.C., and any additional parts and accessories which may affect safety of operation, including frame and frame assemblies, suspension systems, axles and attaching parts, wheels and rims, and steering systems, are regularly and systematically inspected, maintained, and lubricated to standards that meet or exceed the bus manufacturer's recommendations and requirements.

(b) A recording and tracking system is established for the types of inspections, maintenance, and lubrication intervals documenting the date or mileage when these services are due. Required maintenance inspections shall be more comprehensive than daily inspections performed by the driver.

(c) Proper preventive maintenance is performed when a bus is assigned away from the system's regular maintenance facility or when maintenance services are performed under contract.

(d) Records are maintained and provide written documentation of preventive maintenance, regular maintenance, inspections, lubrication, and repairs performed for each bus under their control. Such records shall be maintained by the bus transit system for at least four years and, at a minimum, provide the following information:

1. Identification of the bus, the make, model, and license number, or other means of positive identification and ownership.



2. Date, mileage, description, and each type of inspection, maintenance, lubrication, or repair performed.
  3. If not owned by the bus transit system, the name of any person furnishing a bus.
  4. The name and address of any entity or contractor performing an inspection, maintenance, lubrication, or repair.
- (5) Each bus transit system shall investigate, or cause to be investigated, any event involving a bus or taking place on bus transit system controlled property resulting in a fatality, injury, or property damage as follows:
- (a) A fatality, where an individual is confirmed dead within 30 days of a bus transit system related event, excluding suicides and deaths from illnesses.
  - (b) Injuries requiring immediate medical attention away from the scene for two or more individuals.
  - (c) Property damage to bus transit system buses, non-bus transit system vehicles, other bus system property or facilities, or any other property. The bus transit system shall have the discretion to investigate events resulting in property damage less than \$1,000.
  - (d) Evacuation of a bus due to a life safety event where there is imminent danger to passengers on the bus, excluding evacuations due to operational issues.
- (6) Each investigation shall be documented in a final report that includes a description of investigation activities, identified causal factors, and any identified corrective action plan.
- (a) Each corrective action plan shall identify the action to be taken by the bus transit system and the schedule for its implementation.
  - (b) The bus transit system shall monitor and track the implementation of each corrective action plan.
- (7) Investigation reports, corrective action plans, and related supporting documentation shall be maintained by the bus transit system for a minimum of four years from the date of completion of the investigation.

*Rulemaking Authority 334.044(2), 341.061(2) FS. Law Implemented 119.071, 341.041(3), 341.061(1)(b), 341.061(2)(a) FS. History—New 9-7-87, Amended 11-10-92, 8-7-05, 6-24-08, 9-16-10.*

#### **14-90.0041 Medical Examinations for Bus Transit System Drivers.**

- (1) Bus transit systems shall establish medical examination requirements for all applicants to driver positions and for existing drivers. The medical examination requirements shall include a pre-employment examination for applicants, an examination at least once every two years for existing drivers, and a return to duty examination for any driver prior to returning to duty after having been off duty for 30 or more days due to an illness, medical condition, or injury.
- (2) Medical examinations shall be performed and recorded according to qualification standards adopted by the bus transit system, provided the medical examination qualification standards adopted by the bus transit system meet or exceed those provided in Department Form Number 725-030-11, Medical Examination Report for Bus Transit System Driver, Rev. 05/09, hereby incorporated by reference. Copies of Form Number 725-030-11 are available from the Florida Department of Transportation, Public Transit Office, 605 Suwannee Street, Mail Station 26, Tallahassee, Florida 32399-0450 or on-line at [www.dot.state.fl.us/transit](http://www.dot.state.fl.us/transit).
- (3) Medical examinations shall be performed by a Doctor of Medicine or Osteopathy, Physician Assistant, or Advanced Registered Nurse Practitioner licensed or certified by the State of Florida. If medical examinations are performed by a Physician Assistant or Advanced Registered Nurse Practitioner, they must be performed under the

supervision or review of a Doctor of Medicine or Osteopathy.

(a) An ophthalmologist or optometrist licensed by the State of Florida may perform as much of the medical examination as pertains to visual acuity, field of vision, and color recognition.

(b) Upon completion of the medical examination, the medical examiner shall complete, sign, and date the medical examination form and maintain the original at his or her office.

(c) Upon completion of the medical examination, the examiner shall complete, sign, and date the medical examination certificate and provide a copy to the driver's employer. If the transit agency decides to adopt qualification standards other than those listed in Department form 725-030-11, the adopted standard's medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination shall be given to the transit agency in lieu of the Department's medical examination certificate. The adopted standards medical certification or letter must provide all of the information required on the Department's medical examination certificate.

(d) Upon completion of the medical examination the driver shall provide their driver license number, signature, and date on the medical examination certificate.

(4) Bus transit systems shall have on file a completed and signed medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination for each bus driver, dated within the past 24 months.

(a) Medical examination certificates or a signed letter from the medical examiner attesting to the completion of a medical examination of the employee bus drivers shall be maintained by the bus transit system for a minimum of four years from the date of the examination.

(b) Bus Transit Systems shall not allow a driver to operate a transit bus without having on file a completed medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination dated within the past 24 months.

*Rulemaking Authority 334.044(2), 341.061(2) FS. Law Implemented 334.044(12), 341.041(3), 341.061(1)(a), (b), (2) FS. History—New 11-10-92, Amended 8-7-05, 6-24-08, 9-16-10.*

#### **14-90.006 Operational and Driving Requirements.**

(1) Bus transit systems shall not permit a driver to drive a bus when such driver's license has been suspended, cancelled, or revoked. Bus transit systems shall require a driver who receives a notice that his or her license to operate a motor vehicle has been suspended, cancelled, or revoked to notify his or her employer of the contents of the notice immediately, no later than the end of the business day following the day he or she received the notice.

(2) Buses shall be operated at all times in compliance with applicable traffic regulations, ordinances, and laws of the jurisdiction in which they are being operated.

(3) A driver shall not be permitted or required to drive more than 12 hours in a 24-hour period, or drive after having been on duty for 16 hours in a 24-hour period. A driver shall not be permitted to drive until the requirement of a minimum eight consecutive hours of off-duty time has been fulfilled. A driver's work period shall begin from the time he or she first reports for duty to his or her employer. A driver is permitted to exceed his or her regulated hours in order to reach a regularly established relief or dispatch point, provided the additional driving time does not exceed one hour.

(4) To ensure uniform interpretation of subsections 14-90.002(10), (11), (22) and 14-90.006(3), F.A.C., the following practical applications are provided:

(a) A driver is required to drive from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 3 p.m., then required to drive from 3 p.m. – 11 p.m. Driving hours and on-duty hours are the same. 4 hours + 8 hours = 12 hours driving. This driver has met the maximum allowed driving hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(b) A driver is required to drive from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 11 a.m., then required to be on-duty, not driving, from 11 a.m. – 11 p.m. Driving hours = 4 hours and on-duty not driving hours = 12 hours for a total of 16 hours on-duty. This driver has met the maximum allowed on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(c) A driver is required to be on-duty, not driving, from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 11 a.m., then on-duty, not driving from 11 a.m. – 11 p.m. On-duty not driving hours = 4 hours + 12 hours for a total of 16 hours on-duty. This driver has met the maximum allowed on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. The driver cannot be permitted or allowed to drive before 7 a.m.

(d) A driver is required to be on-duty, not driving, from 4 a.m. – 8 a.m., then off-duty from 8 a.m. – 11 a.m., then on-duty, driving from 11 a.m. – 11 p.m. On-duty, not driving hours = 4 hours and on-duty driving hours = 12 hours for a total of 16 hours on-duty. This driver has met the maximum allowed driving and on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(5) A driver shall not be permitted or required to be on duty more than 72 hours in any period of seven consecutive days; however, any 24 consecutive hours of off duty time shall constitute the end of any such period of seven consecutive days. A driver who has reached the maximum 72 hours of on duty time during the seven consecutive days shall be required to have a minimum of 24 consecutive hours off duty prior to returning to on duty status.

(6) A driver is permitted to drive for more than the regulated hours for the safety and protection of the public when conditions such as adverse weather, disaster, security threat, a road or traffic condition, medical emergency, or an accident occur.

(7) Bus transit systems shall not permit or require any driver to drive a bus when his or her ability is impaired, or likely to be impaired, by fatigue, illness, or other causes, likely to create an unsafe condition.

(8) Bus transit systems shall require pre-operational or daily inspection and reporting of all defects and deficiencies likely to affect safe operation or cause mechanical malfunctions.

(a) An inspection or test shall be made of the following parts and devices to ascertain that they are in safe condition and in good working order:

1. Service brakes.
2. Parking brakes.
3. Tires and wheels.
4. Steering.
5. Horn.
6. Lighting devices.

7. Windshield wipers.
8. Rear vision mirrors.
9. Passenger doors.
10. Exhaust system.
11. Equipment for transporting wheelchairs.
12. Safety, security, and emergency equipment.

(b) Bus transit systems shall review daily inspection reports and document corrective actions taken as a result of any deficiencies identified by daily inspections.

(c) Bus transit systems shall retain records of daily bus inspections and any corrective action documentation a minimum of two weeks.

(9) A bus with any passenger door in the open position shall not be operated with passengers aboard. The doors shall not be opened until the bus is stopped. A bus with any inoperable passenger door shall not be operated with passengers aboard, except to move a bus to a safe location.

(10) During darkness, interior lighting and lighting in stepwells on buses shall be sufficient for passengers to enter and exit safely.

(11) Passengers shall not be permitted in the stepwells of any bus while the bus is in motion, or to occupy an area forward of the standee line.

(12) Passengers shall not be permitted to stand on buses not designed and constructed for that purpose.

(13) Buses shall not be refueled in a closed building. The fueling of buses when passengers are being carried shall be reduced to the minimum number of times necessary during such transportation.

(14) Bus transit systems shall require the driver to be properly secured to the driver's seat with a restraining belt at all times while the bus is in motion.

(15) Buses shall not be left unattended with passengers aboard for longer than 15 minutes. The parking or holding brake device shall be properly set at any time the bus is left unattended.

(16) Buses shall not be left unattended in an unsafe condition with passengers aboard at any time.

*Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2) FS. History—New 9-7-87, Amended 5-31-89, 11-10-92, 8-7-05, 6-24-08, 9-16-10.*

#### **14-90.007 Vehicle Equipment Standards and Procurement Criteria.**

(1) Every bus transit system shall ensure that buses procured and operated meet the following minimum standards:

(a) The capability and strength to carry the maximum allowed load and not exceed the manufacturer's gross vehicle weight rating (GVWR), gross axle weighting, or tire rating.

(b) Structural integrity that mitigates or minimizes the adverse effects of collisions.

(c) Federal Motor Vehicle Safety Standards (FMVSS), 49 C.F.R. Part 571, Sections 102, 103, 104, 105, 108, 207, 209, 210, 217, 302, 403 and 404, Rev. 10/09, hereby incorporated by reference.

(2) Proof of strength and structural integrity tests on new buses procured shall be submitted by manufacturers or bus transit systems to the Department.

(3) In addition to the above, every bus operated in this state shall be equipped as follows:

(a) Mirrors. There shall be two exterior rear vision mirrors, one at each side. The mirrors shall be firmly attached to the outside of the bus and located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle. Each exterior rear vision mirror, on Type I buses, shall have a minimum reflective surface of 50 square inches. Neither the mirror nor the mounting shall protrude farther than the widest part of the vehicle body except to the extent necessary to produce a field of view meeting or exceeding the requirements of this section. All Type I buses shall, in addition to the above requirements, be equipped with an inside rear vision mirror capable of giving the driver a clear view of seated and standing passengers. Buses having a passenger exit door that is located inconveniently for the driver's visual control shall be equipped with additional interior mirrors to enable the driver to view the passenger exit door. In lieu of interior mirrors, trailer buses and articulated buses may be equipped with closed circuit video systems or adult monitors in voice control with the driver.

(b) Wiring and Batteries. Electrical wiring shall be maintained so as not to come in contact with moving parts, heated surfaces, or be subject to chafing or abrasion which may cause insulation to become worn. Every Type I bus manufactured on or after February 7, 1988, shall be equipped with a storage battery electrical power main disconnect switch. The disconnect switch shall be practicably located in an accessible location adjacent to or near to the battery and be legibly and permanently marked for identification. Every storage battery on a public-sector bus shall be mounted with proper retainment devices in a compartment which provides adequate ventilation and drainage.

(c) Brake Interlock Systems. All Type I buses having a rear exit door shall be equipped with a rear exit door/brake interlock that automatically applies the brake upon driver activation of the rear exit door to the open position. Brake interlock application shall remain activated until deactivated by the driver and the rear exit door returns to the closed position. The rear exit door brake interlock on such buses shall be equipped with an identified override switch enabling emergency release of the brake interlock function. The override switch shall not be located within reach of the seated driver. Air pressure application to the brake during brake interlock operation, on buses equipped with rear exit door/brake interlock, shall be regulated at the equipment's original manufacturer's specifications.

(4) Standee Line and Warning. Every bus designed and constructed to allow standees shall be plainly marked with a line of contrasting color at least two inches wide, or be equipped with some other means to indicate that all passengers are prohibited from occupying a space forward of a perpendicular plane drawn through the rear of the driver's seat and perpendicular to the longitudinal axis of the bus. A sign shall be posted at or near the front of the bus stating that it is a violation for a bus to be operated with passengers occupying an area forward of the line.

(5) Handrails and Stanchions. Every bus designed and constructed to allow standees shall be equipped with overhead handrails for standee passengers. Overhead handrails shall be continuous, except for a gap at the rear exit door, and terminate into vertical stanchions or turn up into a ceiling fastener. Every Type I and Type II bus designed for carrying more than 16 passengers shall be equipped with handrails, stanchions, or bars at least 10 inches long and installed to permit safe on-board circulation, seating and standing assistance, and boarding and alighting by elderly and handicapped persons. Type I buses shall be equipped with a safety bar and panel directly behind each entry and exit stepwell.

(6) Flooring, Steps, and Thresholds. Flooring, steps, and thresholds on all buses shall have slip resistant surfaces without protruding or sharp edges, lips, or overhangs, in order to prevent tripping hazards. All step edges and thresholds shall have a band of color(s) running the full width of the step or edge which contrasts with the step tread and riser, either light-on-dark or dark-on-light.

(7) Doors. Power activated doors on all buses shall be equipped with a manual device designed to release door

closing pressure.

(8) Emergency Exits. All buses shall have an emergency exit door, or in lieu thereof, shall be provided with emergency escape push-out windows. Each emergency escape window shall be in the form of a parallelogram with dimensions of not less than 18" by 24", and each shall contain an area of not less than 432 square inches. There shall be a sufficient number of push-out or kick-out windows in each vehicle to provide a total escape area equivalent to 67 square inches per seat, including the driver's seat. No less than 40% of the total escape area shall be on one side of the vehicle. Emergency escape kick-out or push-out windows and emergency exit doors shall be conspicuously marked with a sign or light and shall always be kept in good working order so that they may be readily opened in an emergency. All such windows and doors shall not be obstructed, either inside or outside, so as to hinder escape. Buses equipped with an auxiliary door for emergency exit shall be equipped with an audible alarm and light indicating to the driver when a door is ajar or opened while the engine is running. Supplemental security locks operable by a key are prohibited on emergency exit doors unless these security locks are equipped and connected with an ignition interlock system or an audio visual alarm located in the driver's compartment. Any supplemental security lock system used on emergency exits shall be kept unlocked whenever a bus is in operation.

(9) Tires and Wheels. Tires shall be properly inflated in accordance with manufacturer's recommendations.

(a) No bus shall be operated with a tread groove pattern depth:

1. Less than  $4/32$  ( $1/8$ ) of an inch, measured at any point on a major tread groove for tires on the steering axle of all buses. The measurements shall not be made where tie bars, humps, or fillets are located.

2. Less than  $2/32$  ( $1/16$ ) of an inch, measured at any point on a major tread groove for all other tires of all buses. The measurements shall not be made where tie bars, humps, or fillets are located.

(b) No bus shall be operated with recapped, regrooved, or retreaded tires on the steering axle.

(c) Wheels shall be visibly free from cracks and distortions and shall not have missing, cracked, or broken mounting lugs.

(10) Suspension. The suspension system of all buses, including springs, air bags, and all other suspension parts shall be free from cracks, leaks, or any other defect which may cause its impairment or failure to function properly.

(11) Steering and Front Axle. The steering system of all buses shall have no indication of leaks which would or may cause its impairment to function properly, and shall be free from cracks and excessive wear of components that may cause excessive free play or loose motion in the steering system or above normal effort in steering control.

(12) Seat Belts. Every bus shall be equipped with an adjustable driver's restraining belt in compliance with the requirements of FMVSS 209, "Seat Belt Assemblies" 49 C.F.R. 571.209, Rev. 10/09, and FMVSS 210, "Seat Belt Assembly Anchorages" 49 C.F.R. 571.210, Rev. 10/09, hereby incorporated by reference.

(13) Safety Equipment. Every bus shall be equipped with one fully charged dry chemical or carbon dioxide fire extinguisher, having at least a 1A:BC rating, and bearing the label of Underwriter's Laboratory, Inc. The fire extinguishers shall be maintained as follows:

(a) Each fire extinguisher shall be securely mounted on the bus in a conspicuous place or in a clearly marked compartment and be readily accessible.

(b) Each fire extinguisher shall be maintained in efficient operating condition and be equipped with some means of determining if it is fully charged.

(c) Every Type I bus shall be equipped with portable red reflector warning devices in compliance with Section

316.300, F.S.

(14) Persons with Disabilities. Buses used for the purpose of transporting individuals with disabilities shall meet the requirements set forth in 49 C.F.R. Part 38, Rev. 10/09 hereby incorporated by reference, as well as the following:

(a) Installation of a wheelchair lift or ramp shall not cause the manufacturer's GVWR, gross axle weight rating, or tire rating to be exceeded.

(b) Except in locations within 3 1/2 inches of the bus floor, all readily accessible exposed edges or other hazardous protrusions of parts of wheelchair lift assemblies or ramps that are located in the passenger compartment shall be padded with energy absorbing material to mitigate injury in normal use and in case of a collision. This requirement shall also apply to parts of the bus associated with the operation of the lift or ramp.

(c) The controls for operating the lift shall be at a location where the bus driver or lift attendant has a full view, unobstructed by passengers, of the lift platform, its entrance and exit, and the wheelchair passenger, either directly or with partial assistance of mirrors. Lifts located entirely to the rear of the driver's seat shall not be operable from the driver's seat, but shall have an override control at the driver's position that can be activated to prevent the lift from being operated by the other controls (except for emergency manual operation upon power failure).

(d) The installation of the wheelchair lift or ramp and its controls and the method of attachment in the bus body or chassis shall not diminish the structural integrity of the bus nor cause a hazardous imbalance of the bus. No part of the assembly, when installed and stowed, shall extend laterally beyond the normal side contour of the bus, nor vertically beyond the lowest part of the rim of the wheel closest to the lift.

(e) Each wheelchair lift or ramp assembly shall be legibly and permanently marked by the manufacturer or installer with the following information:

1. The manufacturer's name and address.

2. The month and year of manufacture.

3. A certificate that the wheelchair lift or ramp securement devices, and their installation, conform to State of Florida requirements applicable to accessible buses.

(15) Wheelchairs. Wheelchair lifts, ramps, securement devices, and restraints shall be inspected and maintained as required by this rule chapter. Instructions for normal and emergency operation of the lift or ramp shall be carried or displayed in every bus.

*Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2)(a) FS. History—New 9-7-87, Amended 11-10-92, 8-2-94, 8-7-05, 6-24-08, 9-16-10.*

#### **14-90.009 Bus Safety Inspections.**

(1) Each bus transit system shall require that all buses operated by such bus transit system, and all buses operated by a private contract transit provider, be inspected at least annually in accordance with bus inspection procedures set forth in this rule.

(2) It shall be the bus transit system's responsibility to ensure that each individual performing a bus safety inspection is qualified as follows:

(a) Understands the requirements set forth in this rule chapter and can identify defective components.

(b) Is knowledgeable of and has mastered the methods, procedures, tools, and equipment used when performing an inspection.

(c) Has at least one year of training and/or experience as a mechanic or inspector in a vehicle maintenance program, and has sufficient general knowledge of buses owned and operated by the bus transit system to recognize deficiencies or mechanical defects.

(3) Each bus receiving a safety inspection shall be checked for compliance with the requirements for safety devices and equipment, as referenced or specified herein. Specific operable equipment and devices as required by this rule chapter, include the following as applicable to Type I and II buses:

- (a) Horn.
- (b) Windshield wipers.
- (c) Mirrors.
- (d) Wiring and batteries.
- (e) Service and parking brakes.
- (f) Warning devices.
- (g) Directional signals.
- (h) Hazard warning signals.
- (i) Lighting systems and signaling devices.
- (j) Handrails and stanchions.
- (k) Standee line and warning.
- (l) Doors and brake interlock devices.
- (m) Stepwells and flooring.
- (n) Emergency exits
- (o) Tires and wheels.
- (p) Suspension system.
- (q) Steering system.
- (r) Exhaust system.
- (s) Seat belts.
- (t) Safety equipment.
- (u) Equipment for transporting wheelchairs.
- (v) Working speedometer.

(4) A safety inspection report shall be prepared by the individual(s) performing the inspection and shall include the following:



(a) Identification of the individual(s) performing the inspection.

(b) Identification of the bus transit system operating the bus.

(c) The date of the inspection.

(d) Identification of the bus inspected.

(e) Identification of the equipment and devices inspected including the identification of equipment and devices found deficient or defective.

(f) Identification of corrective action(s) for any deficient or defective items found and date(s) of completion of corrective action(s).

(5) Records of annual safety inspections and documentation of any required corrective actions shall be retained a minimum of four years by the bus transit system for compliance review.

*Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, 8-7-05, 9-16-10.*

#### **14-90.010 Certification.**

(1) Each bus transit system shall annually submit a safety and security certification to the Department. The certification shall be submitted no later than February 15, for the prior calendar year period. The certification shall attest to the following:

(a) The adoption of an SSPP and an SPP in accordance with established standards set forth in this rule chapter.

(b) Compliance with its adopted SSPP and SPP.

(c) Performance of safety inspections on all buses operated by the system in accordance with this rule chapter.

(d) Reviews of the SSPP and SPP have been conducted to ensure they are up to date.

(2) The certification shall include:

(a) The name and address of the bus transit system, and the name and address of the entity(ies) who performed bus safety inspections and security assessments during the prior calendar year, if different from that of the bus transit system.

(b) A statement signed by an officer or person directly responsible for management of the bus transit system attesting to compliance with this rule chapter.

*Rulemaking Authority 334.044(2), 341.041(3), 341.061(2) FS. Law Implemented 334.044(28), 341.061(1), 341.061(2) FS. History—New 9-7-87, Amended 8-7-05, 9-16-10.*

#### **14-90.012 Safety and Security Inspections and Reviews.**

(1) The Department, or its contractor, shall conduct inspections of bus transit systems to ascertain compliance with the provisions of this rule chapter.

(2) The Department, or its contractor, shall conduct safety and security reviews of any bus transit system the Department believes to be in noncompliance with its SSPP or SPP, or providing passenger service operations in an unsafe manner, or if there is evidence of an immediate danger to public safety. The Department shall prepare and submit a report of the review to the affected bus transit system. The report shall be submitted to the bus transit

system within three business days of completion of the review and shall contain the following:

- (a) Identification of the findings, including a detailed description of any deficiency.
  - (b) Required corrective action and a schedule for implementation of the corrective action to be taken for each deficiency.
  - (c) Any required suspension of bus transit system service, should the Department determine the continued operation of the service, or a portion thereof, poses an immediate danger to public safety.
- (3) The Department shall initiate the following actions to suspend the affected bus transit system service if any deficiency or unsafe condition exists, to the extent that the continued operation of the system, or a portion thereof, poses an immediate danger or threat to public safety.
- (a) Immediately notify the affected bus transit system of the unsafe condition, followed by a certified letter describing the deficiency or unsafe condition. The notification shall include the following:
    - 1. The required corrective action for the deficiency or unsafe condition.
    - 2. The requirement for the bus transit system to certify, in writing to the Department, the completion of the required corrective action in accordance with an established implementation schedule.
  - (b) Conduct an on-site review of the bus transit system to verify the correction of the deficiency in accordance with this rule and the established implementation schedule.
  - (c) Suspend affected passenger service operations if the bus transit system fails to correct the deficiency in accordance with this rule and the established implementation schedule.

*Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 334.044(28), 341.041(3), 341.061(1)(d), 341.061(2)(c) FS. History—New 11-10-92, Amended 8-7-05, 9-16-10.*

## **EXHIBIT D Vehicle Specifications**

## MINIMUM SPECIFICATIONS OF VEHICLES

**Note: Where a brand name appears, it is to be read “or approved equal”.**

<b>Chassis</b>	Ford/Freightliner/International
<b>GVWR</b>	19,000LBS (min)
<b>Length</b>	22' (min)
<b>Width</b>	102" (max)
<b>Height</b>	126" (max)
<b>Wheel Base</b>	Subject to change based upon length
<b>Body Manufacturer</b>	Subject to approval
<b>Body Type</b>	Passenger—Trolley Appearance Package
<b>Frame Material</b>	Integral
<b>Frame Material</b>	Steel
<b>Body Material</b>	Steel
<b>Floor Material</b>	Plywood
<b>Roof Material</b>	Composite
<b>Windows Type</b>	Fixed Bottom/Movable Top/Open Air
<b>Driver's Seat Type</b>	Fixed
<b>Egress Type</b>	Escape windows and/or doors as specified by OEM or other method subject to approval.
<b>Driver's Seat Manufacturer</b>	OEM or approved upgrade
<b>Passenger Seat Type</b>	Pedestal—Streetcar tram style
<b>Passenger Seat Manufacturer</b>	Freedman/American/USSC
<b>Number of Passenger Seats (including Driver)</b>	Subject to change based upon length, seat type, and layout.
<b>Engine</b>	Heavy-duty rated/match to vehicle configuration

<b>Fuel Type</b>	Gasoline/Diesel/CNG
<b>Alternator (Generator) Model</b>	High amperage output.
<b>Maximum Rated Output (Volts/Amps)</b>	Must be sized to match intended electrical load of equipment and peripherals. (12/24 VAC)
<b>Air Compressor Model</b>	Subject to approval, if required.
<b>Transmission Type</b>	Automatic
<b>Transmission Manufacturer</b>	OEM
<b>Number of Axles</b>	2
<b>Front Axle Type</b>	Independent
<b>Front Axle Manufacturer</b>	OEM
<b>Front Suspension Type</b>	Air Spring and/or leaf and shackle with shocks
<b>Rear Axle Type</b>	Beam Axle
<b>Rear Axle Manufacturer</b>	OEM
<b>Rear Suspension Type</b>	Air Spring and/or leaf and shackle with shocks
<b>Front Tire Size</b>	OEM—Subject to approval
<b>Rear Tire Size</b>	OEM—Subject to approval
<b>Front Axle Brakes Type</b>	Disc-Hydraulic
<b>Rear Axle Brakes Type</b>	Disc-Hydraulic
<b>Heating System Type</b>	Water—Subject to approval
<b>Air Conditioning</b>	Front and Rear
<b>Front Air Conditioning Type</b>	Subject to approval.
<b>Rear Air Conditioning Type</b>	Subject to approval.
<b>Steering Type</b>	Power—Hydraulic Gear and/or electric
<b>Number of Entrance Doors</b>	2
<b>Wheel Chair Ramps</b>	1

<b>Wheel Chair Ramps Type</b>	Electric Fold-Out Ramp—Side loading ramps/lifts may either be located at the front entrance door, mid-ship of the vehicle, or rear curbside.
<b>Wheel Chair Ramps Manufacturer</b>	Braun/Lift-U/Ricon
<b>Wheelchair Restraints Positions</b>	2
<b>Wheelchair Restraints Type</b>	Floor Mounted Ratchet Securement
<b>Wheelchair Restraints Manufacturer</b>	Q-Straint/Sure-Lok
<b>Fire Suppression System Type</b>	Automatic dispensing, 5lbs ABC included
<b>Fire Suppression System Manufacturer</b>	Kiddie, Amerex
<b>Interlock System</b>	Standard/ADA equipped
<b>Kneeling System</b>	Subject to approval
<b>Destination Sign Type</b>	Electronic LED front & side.
<b>Destination Sign Manufacturer</b>	Luminator / Twinvision
<b>PA System Type</b>	Gooseneck mic, handheld mic, or other approval method.
<b>Bike Rack</b>	Two position – Byk-Rack and/or Sprotsworks