

REQUEST FOR PROPOSAL
RFP # 15-005P
GENERAL SERVICES CONSULTANT



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

Date Issued: Wednesday, December 31, 2014

Date Due: Thursday, January 29, 2015 at 2:00 p.m. Local Time



LEGAL NOTICE

REQUEST FOR PROPOSAL

Proposal # 15-005P
General Services Consultant

Sealed statements of proposal are hereby requested by the PINELLAS SUNCOAST TRANSIT AUTHORITY, 3201 Scherer Drive, St. Petersburg, Florida 33716 to be received **until 2:00 p.m. Local Time, on Thursday January 29, 2015 for a General Services Consultant.**

Requests for clarification and/or questions concerning the issued document shall be directed to Ana Owen, Purchasing Manager at (727) 540-1800 ext. 1861; Fax (727) 540-0681; e-mail aowen@psta.net. **All submittal questions concerning this Request for Proposal are due on, Tuesday, January 13, 2015, at 2:00 PM, Local Time and must be in writing. The RFP will be available on Wednesday, December 31, 2014.** This will be the only notice rendered for this procurement. Request for Proposal documents can be obtained at the PSTA Administrative Building, above address, during the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday or PSTA's web-site: <http://www.psta.net/procurement.html>. This will be the only notice rendered for this procurement.

In accordance with Title VI of the Civil Rights Act of 1964, PSTA notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit a proposal in response to this request and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award.

PINELLAS SUNCOAST TRANSIT AUTHORITY



SUBMIT PROPOSAL TO:	Pinellas Suncoast Transit Authority c/o Ana Owen Attn: RFP No. 15-005P 3201 Scherer Drive St. Petersburg, FL 33716	REQUEST FOR PROPOSAL RFP No. 15-005P
Contact Person: Ana Owen, Purchasing Manager, aowen@psta.net, 727-540-1861		

Planned Procurement Schedule:
#1 – Issue Date: Wednesday, December 31, 2014
#2 – Non-Mandatory Pre-Proposal Meeting: Thursday, January 8, 2015 at 10:00 a.m. EST.
#3 – Deadline for Questions: Tuesday, January 13, 2015 by 2:00 p.m. EST by email.
#4 - Response to Questions: Tuesday , January 20, 2015
#5 - Proposal Due: Thursday, January 29, 2015 by 2:00 p.m. EST
#6 – Oral Presentations (if needed): Thursday, February 12, 2015 – Friday, February 13, 2015
#7 - Board Approval: Wednesday, February 25, 2015

PSTA’s Mission: PSTA provides safe, affordable public transit to our community. We help guide land use decisions and support economic vitality to enhance our quality of life.
Duration of Offer: All proposals shall remain in effect for a minimum of ninety (90) days from the proposal opening date or scheduled date for receipt of proposals. Offers that allow less than ninety (90) days for acceptance by PSTA will be considered non-responsive and will be rejected.
Non-Mandatory Pre-Proposal Meeting: All interested Proposers should attend the pre-proposal conference. The meeting will begin at the above address in the main Administration building. Questions, suggestions or modifications may be discussed with Pinellas Suncoast Transit Authority at this meeting. Oral explanations provided by PSTA will not be binding until they are produced in writing by PSTA and issued as Addenda. Only questions submitted in writing will be considered as possible addenda.
Submittal Instructions: Place a label in front of your sealed proposal envelope or package. Label should contain proposal number, proposal title, opening date and time, and the name of the company submitting the proposal.
Number of copies required: <u>One (1) original, six (6) copies and one (1) CD or USB Flash Drive</u> shall be enclosed and sealed in envelope(s) with the Proposer’s official name. The original proposal must be clearly marked as “Original”.
Addenda: From time to time, addenda may be issued to the Request for Proposal. Any such addenda will be posted on Pinellas Suncoast Transit Authority’s (PSTA) web site, www.psta.net . Before submitting your proposal you should check the PSTA website to download any addenda that may have been issued. No addenda shall be valid unless it is set forth by PSTA in writing Please remember to sign and return addenda acknowledgement form Attachment 1 with completed proposal package.



Table of Contents

SECTION 1: SCOPE OF WORK	7
1.1 BACKGROUND	7
1.2 Task Order Based Contract	7
1.3 SCOPE OF SERVICES	8
SECTION 2: PROPOSAL SUBMITTAL REQUIREMENTS	11
SECTION 3: PROPOSAL EVALUATIONS	13
3.1 PROPOSAL CONTENTS	13
3.2 BASIS FOR SELECTION AND AWARD	14
SECTION 4: INSTRUCTIONS TO PROPOSERS.....	16
4.1 PRE-PROPOSAL MEETING	16
4.2 INTERPRETATION OF RFP DOCUMENTS	16
4.3 ORAL PRESENTATION	16
4.3 ADDENDUM TO RFP	16
4.4 TYPE OF CONTRACT	16
4.5 USE OF "PINELLAS SUNCOAST TRANSIT AUTHORITY" NAME IN CONTRACTOR ADVERTISING OR PUBLIC RELATIONS	16
4.6 RIGHTS OF PSTA IN REQUEST FOR PROPOSAL PROCESS	16
4.7 PROPOSAL PROTEST PROCEDURES	17
4.8 PRICES, TERMS AND PAYMENT	19
4.9 DURATION OF OFFER	19
4.10 TAX EXEMPTION	19
4.11 LATE PROPOSALS OR WITHDRAWAL OF PROPOSALS	19
4.12 PUBLIC RECORDS	19
4.13 QUALIFICATIONS FOR AWARD	19
4.14 WITHHOLDING AWARD	20
4.15 PROPOSAL ACCEPTANCE, REJECTION, AND POSTPONEMENT	20
4.16 WORK COMPLETION SCHEDULE	20
4.17 USDOT/FTA/FDOT CONCURRENCE FOR CONTRACT AWARD	21
4.18 DEBARMENT AND SUSPENSION	21
4.19 DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION	21
4.20 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS	23
4.21 FEDERAL LOBBYING CERTIFICATION	23
4.22 LOBBYING	23
4.23 COLLUSION	24



4.24 LEGAL REQUIREMENTS.....24

4.25 EXCEPTIONS24

4.26 PUBLIC ENTITY CRIMES24

4.27 “OR EQUAL” DETERMINATION24

4.28 MATERIAL SAFETY DATA SHEETS25

4.29 CONTRACT.....25

SECTION 5: CONTRACT.....26

1. RECITALS.....26

2. CONTRACT DOCUMENTS26

3. SCOPE OF SERVICES.....26

4. EFFECTIVE DATE AND TERM OF AGREEMENT26

5. TERMS OF PERFORMANCE.....27

6. COMPENSATION28

7. MODIFICATION OF CONTRACT DOCUMENTS.....29

8. WARRANTIES AND COVENANTS.....29

9. ASSIGNABILITY AND SUBCONTRACTING.....30

10. DELAY IN PERFORMANCE/FORCE MAJEURE30

11. TERMINATION OF AGREEMENT31

12. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION32

13. INDEMNIFICATION33

15. FEDERAL PROVISIONS.....40

16. MISCELLANEOUS PROVISIONS.....49

ATTACHMENTS51

ATTACHMENT 1 ACKNOWLEDGEMENT OF ADDENDA52

ATTACHMENT 2 PROPOSER INFORMATION FORM53

ATTACHMENT 3 PROPOSAL FORM54

ATTACHMENT 4 NON-COLLUSION AFFIDAVIT55

ATTACHMENT 5 CERTIFICATION OF RESTRICTIONS ON LOBBYING.....56

ATTACHMENT 6 DISCLOSURE OF LOBBYING ACTIVITIES57

ATTACHMENT 7 BUY AMERICA CERTIFICATION59

ATTACHMENT 8 CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS.....60

ATTACHMENT 9 CERTIFICATION OF LOWER-TIER PARTICIPANTS (SUBCONTRACTORS) REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION61

ATTACHMENT 10 DBE PARTICIPATION FORM.....62



ATTACHMENT 11 DBE GOOD FAITH EFFORTS DOCUMENTATION FORM	63
ATTACHMENT 12 VENDOR DBE PAYMENT REPORT	64
ATTACHMENT 13 E-VERIFY AFFIDAVIT	65
ATTACHMENT 14 CONTRACTOR’S STATEMENT ON SUB-CONTRACTORS.....	66
ATTACHMENT 15 DRUG FREE WORKPLACE PROGRAM	67
ATTACHMENT 16 CONTRACTOR’S AND LOWER TIER PARTICIPANT’S REFERENCE FORM	68
ATTACHMENT 17 OFFER & AWARD.....	69
ATTACHMENT 18 REQUEST FOR WAIVER OF INSURANCE REQUIREMENTS	70
ATTACHMENT 19 STATEMENT OF NO PROPOSAL	71

SECTION 1: SCOPE OF WORK

1.1 BACKGROUND

PSTA is part of a regional solution to transportation, and is working across the region with transit partners and planning agencies. Currently, PSTA operates bus and paratransit systems within Pinellas County. To help provide regional mobility, PSTA plans to implement operational efficiencies and envisions new services, infrastructure upgrades, transit partnerships, and other new transit solutions in concert with the community interests. PSTA will also continue an active dialogue with the public for all projects and system changes.

PSTA will continue to use staff and consultants to meet its federal and state required plans and documents such as the Triennial Title VI Report and Transportation Development Plan updates as well as other projects across the agency related to operational efficiency and safety, general architecture, engineering, construction management, and technology procurement and implementation.

PSTA currently has two General Services Consultants (GSC) contracts and is now adding a third to accommodate additional services related with operational analysis and efficiency changes. Past projects under this contract included the PSTA Transit Development Plan Major Update, Community Bus Plan, Regional Fare Collection RFP development, A/E design for customer service centers, specifications for bus shelters and ADA landing pads, GIS assistance, rider surveys, and public engagement activities such as telephone town halls, website design/programming, and focus groups.

Partnerships with related agencies and local jurisdictions are critical to the success of PSTA. Projects are frequently jointly funded and managed with the Florida Department of Transportation, Pinellas County, Pinellas County MPO, the Tampa Bay Area Regional Transportation Authority (TBARTA) and cities throughout Pinellas County.

General Consultant Procurement

PSTA is issuing this Request for Proposal (RFP) for a recommended consultant team to provide professional services in three core areas: Engineering and Architectural Design, Planning and Environmental Assistance and Operational Efficiency/Technology Assistance. The intent of this solicitation is to award a single three (3) year general services contract with two (2) potential one-year options for renewal.

PSTA will seek to award based on the combination of firms that provide PSTA with the highest ranked team of consultants. As this procurement will be for Architectural & Engineering and other similar services, PSTA will use a qualifications based procurement in recommending the top ranked team. PSTA's DBE Program and Small Business element encourages Proposer's to include local and/or DBE firms on their teams, when possible. Once the ranking has been identified, PSTA will negotiate billing rates with the top firm/team.

1.2 Task Order Based Contract

Each task to be completed pursuant to this RFP will be assigned by written task order by PSTA ("Task Orders"). The issuance of Task Orders is ongoing and multiple Task Orders may be assigned simultaneously. Completed work on a task will be billed at hourly rates by personnel classification established in the contract. PSTA will only issue Task Orders in writing.

Upon issuance of a Task Order, the consultant must provide a written estimate of the hours required and corresponding cost for each task order. PSTA must approve each cost estimate in writing before the consultant initiates work on the task(s). Each Task Order will contain its own completion date. The completion date of a Task Order may extend beyond the expiration date of the contract, as long as the Task Order is issued prior to the expiration date of the contract.

PSTA and the consultant will negotiate a maximum fee for each individual Task Order in accordance with the following provisions:

- A. The Maximum Fee amount established for each Task Order shall be the agreed person-hour effort required for performance of the desired services at the approved hourly rates, plus miscellaneous and out-of-pocket expenses, plus the cost of negotiated expenses (if any).
- B. Miscellaneous and out-of-pocket expenses for the Prime Consultant(s) and Sub-consultant(s) shall be established for each Task Order covered by this Agreement and will consist of the following:
 - (1) Out-of-pocket expenses include incidental costs of printing, materials, expendable equipment, and travel within the limits of Florida Statute 112.061, equipment rental, long distance calls, and tolls.
 - (2) Compensation for additional services, if required, shall be negotiated for each assignment.

Each Task Order will define the deliverables. Data collected from research and deliverables shall be provided on disk along with a written summary of the contents of the disk to PSTA at the close of each Task Order. Deliverables shall be accepted by the assigned PSTA Task Manager before payment for such work is approved.

1.3 SCOPE OF SERVICES

PSTA will seek a consultant in the following three areas of expertise. Examples of the types of tasks under each discipline are noted.

A. Architectural & Engineering Services

Scope of Services:

PSTA desires to engage a state certified consultant to have the capability of providing the full spectrum of Architectural and Engineering Services for transit related needs such as, but not limited to:

- Architectural Services
- Capital Project Design
- Bus and Rail Facility Design
- Bus and Rail Infrastructure Design
- Station and Station Area Design
- Resident Engineering
- Construction Inspection
- Constructability Review
- Shop Drawing Review

- Project Progress Reporting
- Field Testing
- Data Management
- Project Closeout
- Bus Stop and Transit Passenger Facility Design Capabilities
- Specialty Environmental Engineering and Remediation Analysis (Geotechnical, Subsurface Utility Engineering, and Contamination)
- Specification Development for Bid Process
- Quality Assurance and Quality Control

B. Planning & Environmental Assistance

PSTA desires the Consultant(s) to have the capability to undertake various transportation planning and project development assistance tasks including, but not limited to:

- Strategic Planning
- Facilitation Services
- Transit Development Plans
- Service Planning
- Performance Measures and Prioritization
- Transit Master Plans
- Light and Commuter Rail System and Corridor Planning
- Bus Rapid Transit System and Corridor Planning
- Station Area Planning, including Urban Design
- Transit-Oriented Development
- Travel Demand Forecasting
- Traffic Impact Analysis
- Direct Ridership Forecasting
- Multi-modal Interaction
- Capital Plan Development and Cost Estimating
- Financial Planning
- ADA Assessments
- NEPA Class of Action Determinations
- Categorical Exclusions
- Environmental Assessments
- Environmental Impact Statements
- Specialty Environmental Analysis (Noise and Vibration, Biological Assessments, Cultural Resources, etc.)
- Stakeholder Coordination
- Public Engagement Strategy and Implementation
- Geographic Information System (GIS) Analysis and Mapping
- Graphic Design
- Quality Assurance and Quality Control

C. Operational Efficiency/Technology Assistance

PSTA desires the Consultant(s) to have the capability to undertake various tasks related to agency operational functions and use of technology solutions including, but not limited to;

- Strategic Planning and Facilitation Services
- Administration Organization and Cost Review
- Operational Efficiency Reviews
- Bus Maintenance Audits and Training
- Safety and Security Audits and Training
- Development of System Evaluation Criteria
- Service Performance Monitoring
- Analysis of Computer Information System Planning Applications
- Intelligent Transportation Systems Planning
- Computerized GIS Mapping
- Transit Modeling
- Transit Scheduling
- Transit Signal Priority Systems
- Radio Communication Infrastructure Technical Support
- Development of Reports and Service Performance Monitoring
- Technology Specification and Scope Development
- Technology Best Practices and Implementation
- Quality Assurance and Quality Control

SECTION 2: PROPOSAL SUBMITTAL REQUIREMENTS

SEALED PROPOSALS: All proposal sheets and the original forms must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE). All proposals are subject to the conditions specified herein. Proposals that do not comply with these conditions are subject to rejection.

The proposal shall be addressed to:

Pinellas Suncoast Transit Authority
c/o Ana Owen, Purchasing Manager
ATTN: PROPOSAL #15-005P
3201 Scherer Drive N.
St. Petersburg, Florida 33716

GENERAL FORMAT: The following paragraphs detail the instructions and order to be followed in preparing a response to this RFP. PSTA reserves the right to reject any proposal as non-responsive if the proposal fails to include any of the required information in the specified order. Each part of the proposal should be clearly labeled and tabbed for easy reference. The proposal shall be submitted in an 8½ x 11 format with 11x17 foldouts utilized as necessary.

A. Cover Letter (2 page maximum)

1. A cover letter transmitting the proposal must be submitted and dated. The letter should describe the Proposer's interest in the contract and brief description of general approach or unique features of the Proposer or team.
2. The cover letter shall also 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.
3. The cover letter shall identify the legal form of the firm. If the firm is a corporation, the cover letter shall identify in which state the company was incorporated. The letter should also include a firm description and statement whether the firm is local, national or international. If a consortium, joint venture or team approach is being proposed, provide the above information for all participating firms.
4. The cover letter shall be signed by a principal of the firm or other person fully authorized to act on behalf of the firm or team. The letter must 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.

B. Table of Contents

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

C. DBE: Should contain all required forms including DBE submittals.

PSTA has established a DBE Participation Policy Statement for this project. Specific information regarding the policy and goals is provided in Section 3. At a minimum, DBE information shall include:

1. A description of any DBE firm(s) and the work it (they) will perform.



2. Evidence of the firm's DBE certification.
3. Estimated value of services to be performed and/or materials to be provided by DBE firm(s) under the proposal.

D. Forms:

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

- ATTACHMENT 1 – Acknowledgement of Addenda
- ATTACHMENT 2 – Proposer Information Form
- ATTACHMENT 3 – Proposal Form
- ATTACHMENT 4 – Non-Collusion Affidavit
- ATTACHMENT 5 – Certification of Restrictions on Lobbying
- ATTACHMENT 6 – Disclosure of Lobbying Activities
- ATTACHMENT 7 – Buy America Certification
- ATTACHMENT 8 – Certification of 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 – DBE Good Faith Efforts Documentation Form
- ATTACHMENT 12 – Vendor DBE Payment Report
- ATTACHMENT 13 – E-verify Affidavit
- ATTACHMENT 14 – Contractor's Statement on Sub-Contractors
- ATTACHMENT 15 – Drug Free Workplace Program
- ATTACHMENT 16 – Contractor's and Lower Tier Participant's Reference Form
- ATTACHMENT 17 – Offer and Award
- ATTACHMENT 18 – Request for Waiver of Insurance Requirements
- ATTACHMENT 19 – Statement of No Proposal

SECTION 3: 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 should they both be deemed equal, and enter into a contract with the 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's Evaluation Committee reserves the right to request additional information from Proposers, to negotiate terms and conditions of the Contract, request oral presentations, or ask Proposers to appear before the Selection Committee to clarify points on their proposal. PSTA currently plans to conduct oral presentations on **Thursday, February 12, 2015, Friday, February 13, 2015.**

Proposals will be opened immediately after the proposal submittal date and time by Pinellas Suncoast Transit Authority, Purchasing Division, 3201 Scherer Drive, St. Petersburg, FL 33716. The public may attend the proposal opening, but may not immediately review any proposals submitted until PSTA provides a notice of intended decision or 30 days after the opening of the proposals, whichever occurs first. The names of respondents and their proposal amounts will be read aloud at the time of opening. The Selection Committee will evaluate the submittals in accordance with the evaluation criteria listed below, and will identify and prepare a short-list of the top-rate Proposers to interview. Proposers shall include sufficient information to allow the Selection Committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by the Selection Committee.

The evaluation criteria in Section 2 above define the factors that will be used by the Selection Committee to evaluate and score responsive, responsible and qualified proposals.

3.1 PROPOSAL CONTENTS

A. Firm Experience and Expertise (Projects and References) (30 page maximum)

The Proposer shall be evaluated as to its firm's and the team's knowledge, expertise and capabilities in providing the services as described, but not limited to, the Scope of Services contained within this solicitation. Proposers should include very brief descriptions of understanding of those services as they relate to the current and potential future needs of PSTA.

Proposers should include descriptions of similar projects or relevant work. Each project used to demonstrate experience should also include (1) a reference with the client company name, address, point of contact, phone number, email, (2) the size of the project, (3) whether or not the project completed on time and within budget and (4) innovative ideas or unique concepts used during the execution of the project.

Cross-discipline projects should be indicated as such and not repeated if possible. If a project experience and reference applies to more than one firm on the team, please indicate which firms worked on the project, what role each firm played and if multiple client staff contacts are needed for specialty services. No less than five (5) references shall be given for the Prime consultant across all scope categories. No more than ten (10) references shall be given for the team in each scope category.



**B. Key Personnel
(6 page maximum plus resumes)**

The qualifications and relevant experience of the project manager and key staff responsible for completing the various elements as described in the Scope of Services shall be given significant consideration. Proposers must present sufficient and competent staff, capacity to complete the work in a timely manner, and appropriate assignments to administer this project. This section should include a brief description of the team organization, skill sets and availability **(3 page maximum)** including sub-consultants, plus proposed organization chart(s). Proposers may use charts and tables to express complex ideas or data.

Organization charts can be one (1) 11x17 foldout landscape or Proposer can provide one 8½x11 organization chart for each scope category for a maximum of three (3). **(1-3 pages)**

Attach a resume that demonstrates how each person’s background, education background and experience qualifies him/her for the proposed role. This includes level of security clearance, if appropriate. Resumes should be limited to key personnel including those in leadership roles and should not exceed two (2) pages each. Resumes should also include each person’s primary office location.

**C. Commitment to Quality and Project Controls
(2 page maximum)**

The Proposer should describe the proposed quality control program for the project. This should include a concise description of internal control procedures for scope, schedule and cost as well as proposed interaction with the PSTA Project Manager, Task Manager or other specialty areas as needed. This section should include any other information helpful to the Selection Committee in determining the Respondent’s philosophy and ability to manage, control and coordinate the Project.

3.2 BASIS FOR SELECTION AND AWARD

The final ranking and determination of the “most technically qualified proposer(s),” for the Scope of Services as delineated in Evaluation Process, shall be the basis for the selection committee to recommend to the PSTA Board of Directors.

Evaluation criteria and weighting are as follows:

- Firm Experience and Expertise = 20%
- Unique Concepts or Innovative Ideas = 20%
- Quality and Availability of Key Personnel = 50%
- Quality and Project Controls = 10%

The following personnel, or his/her designee, may be on the Selection Committee:

- PSTA CEO
- PSTA Chief Development Officer
- PSTA Chief Financial Officer
- PSTA Chief Operating Officer
- PSTA Planning Manager
- PSTA Director of Maintenance
- PSTA Director of IT



- PSTA Construction Manager
- PSTA Manager of Communications
- PSTA Senior Planner
- FDOT Representative
- Pinellas MPO Representative
- TBARTA Representative

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.

Oral presentations may be conducted as follows: it will begin with a thirty (30) minute oral presentation by the Proposer on their RFP submittal. At the completion of the presentation, the Proposer should be prepared to discuss their submittal and answer questions posed by the Selection Committee.

Following completion of the oral presentations, the Selection Committee will review the evaluation of the written RFP relative to the input received during the interview process and prepare a final ranking of the short-listed Respondents.

All Respondents will be notified after the Selection Committee has selected the most qualified Respondent(s).

Award of this RFP shall be on the basis of the above-outlined evaluation criteria and awarded to the Proposer whose proposal is judged as providing the best value in meeting the interest of PSTA and the objectives of the project, in PSTA's sole determination.



SECTION 4: INSTRUCTIONS TO PROPOSERS

4.1 PRE-PROPOSAL MEETING

PSTA will conduct a pre-proposal meeting on Thursday, January 8, 2015 at 10:00 a.m. (Local Time). Each and every potential Proposer is invited to participate in the pre-proposal meeting. PSTA reserves the right to postpone answers to any questions raised at this meeting until a later date. Any oral explanations provided by PSTA during this meeting will not be binding upon PSTA until they are reduced to a written form by PSTA and given to all interested Proposers. Proposers seeking a written response by PSTA to their questions at the pre-proposal meeting are requested to submit their questions in writing to PSTA in advance. PSTA will make every effort available to respond these questions at the meeting. Attendance at this meeting is not mandatory, but is encouraged by PSTA.

4.2 INTERPRETATION OF RFP DOCUMENTS

No oral interpretations will be made to any firms as to the meaning of specifications or any other contracts documents. All questions pertaining to the terms and conditions or scope of work of this RFP must be sent in writing (mail, e-mail, or fax) to the PSTA Purchasing Manager 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 addenda shall become part of the contract documents. PSTA will not be responsible for any other explanation or interpretation of the proposed proposal made or given prior to the award of the contract. The PSTA Purchasing Manager will be unable to respond to questions received after the specified time frame. If no request for clarification is submitted by the Proposer all conditions and requirements contained within are accepted and understood by the Proposer.

4.3 ORAL PRESENTATION

An oral presentation of the proposal may be requested of any firm, at the Selection Committee's discretion.

4.3 ADDENDUM TO RFP

If it becomes necessary to revise this RFP, a written addendum will be provided to all participants having signed in at the pre-proposal meeting or those having expressed an interest in writing to providing a proposal. No addenda shall be valid unless it is set forth by PSTA in writing. The addendum will be posted on the PSTA's website.

4.4 TYPE OF CONTRACT

PSTA intends to award a task-work order based contract. The contract duration will be for a period of three (3) years, with two (2) potential one-year options.

4.5 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 Project 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 Project will be factual and in no way imply that PSTA endorses the successful Proposers 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.

4.6 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 Instruction to Proposers
- 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 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 Suppliers
- 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
- Reject any part of a proposal unless the proposal has been qualified as provided
- 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, to the extent permitted by law
- Make selection of the Proposer 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.

4.7 PROPOSAL PROTEST PROCEDURES

This project is funded through a federal grant, therefore, 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 protestor, PSTA shall recover all costs, damages and charges incurred by it during the protest, excluding attorneys' fees. Upon payment of such costs and charges by the person or firm protesting the decision or intended decision, the bond shall be returned.
- C) Consideration of Protest – PSTA's CEO will consider all protests of a PSTA decision or intended decision concerning a bid solicitation or a contract award where the protestor has complied with the requirements of subsections A and B of this section. When the CEO is a member of the committee that makes a recommendation or intended decision, the CEO shall designate a Department Director to consider the protest. The CEO or his/her designee shall not consider any protest presented orally or not presented within the time limits set forth in subsection A. The CEO or his/her designee shall provide the protestor and all other bidders with a written determination of the protest within fifteen (15) days of receiving the formal written protest. The CEO or his/her designee may provide an opportunity to resolve the protest by mutual agreement between the parties within seven days, excluding Saturdays, Sundays and legal holidays, of PSTA's receipt of the formal written protest.
- D) Protest to FTA – Any protestor whose protest has been denied by PSTA's CEO or his/her designee may file a protest with FTA within five days of the date the protestor has received actual or constructive notice of the CEO's or his/her designee's decision. The protestor must comply with FTA's procedures and FTA Circular 4220.1F, Chapter VII. PSTA's CEO or his/her designee shall submit any reports or documents requested by FTA in its consideration of the protest.
- 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/Bidders – Proposals/bids with recommendations will be posted on a bulletin board maintained at PSTA's principal place of business for purposes of posting proposal/bid tabulations and scores. Upon receipt of a formal written protest, PSTA will give notice of the protest to all proposers/bidders, or if the proposal/bid already was awarded at the time the protest was filed with PSTA, only to the successful bidder. When a protest results in a delay of an award of the contract pending the disposition of the protest, the proposer(s)/bidder(s) whose proposals/bids might become eligible for award will be requested, before expiration of the time for acceptance of their proposals/bids (with consent of sureties, if any) to extend the time for acceptance so as to avoid the need for re-advertisement and re-submittal.



4.8 PRICES, TERMS AND PAYMENT

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

- A) Taxes: PSTA does not pay federal excise and sales taxes or state excise and use taxes on direct purchases.
- B) Discounts: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.
- C) 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.
- D) Invoicing and Payment: Charges rendered by Proposer to PSTA shall be due and payable on terms of Net 45 days after proper and complete billing is received by PSTA.

4.9 DURATION OF OFFER

All proposals shall remain in effect for a minimum of ninety days (90) from the proposal opening date or scheduled date for receipt of proposals. Offers that allow less than ninety (90) days for acceptance by PSTA will be considered non-responsive and will be rejected.

4.10 TAX EXEMPTION

PSTA is exempt from payment of all Federal, State, and local taxes in connection with this Project. Said taxes shall not be included in the proposal or proposal prices. PSTA will provide necessary tax exemption certificates. PSTA's Tax Identification number is: **#85-8012617996C-4**. 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.

4.11 LATE PROPOSALS OR WITHDRAWAL OF PROPOSALS

- A) Any proposal received at the 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.
- B) A proposal may be withdrawn in person by the Proposer or their authorized representative, provided their identity is made known and a receipt is signed for the proposal, and only if the withdrawal is made prior to the time specified for receipt of proposals.

4.12 PUBLIC RECORDS

All proposals submitted are public records subject to production unless specifically exempted 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 that the information does not meet the definition of "trade secret" in Section 812.081 and is not exempt from Chapter 119, Florida Statutes.

4.13 QUALIFICATIONS FOR AWARD

Award of this contract shall be made to the proposal which is responsive in all respects to these procurement requirements and where the Proposer is determined to be a responsible Proposer - a determination that shall be made solely at the discretion of PSTA -he Proposer affirms and declares:

- A) The Proposer has the capacity to do business within the State of Florida.



- B) The Proposer has the capability to assure completion of the required services within the time specified under this contract.
- C) The Proposer presently has the necessary facilities, financial resources and licenses to complete the contract in a satisfactory manner and within the required time.
- D) 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.
- E) The Proposer is not in arrears to PSTA upon debt or contract and is not defaulting as surety or otherwise, upon any obligation to the PSTA.
- F) No member, officer, or employee of PSTA during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- G) To be "qualified" by PSTA, the Proposer must have all State and Local licenses as legally required that are necessary to perform and complete the work as called for herein.
- H) The Proposer is not on the Comptroller General's list of ineligible consultants.

4.14 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 the pre-award process.

4.15 PROPOSAL ACCEPTANCE, REJECTION, AND POSTPONEMENT

PSTA reserves the right 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 by the U.S. Department of Transportation.

Consultants, Subcontractors or Suppliers which do not comply with all requirements associated with the Pre-Qualification Application process may be found non-responsive to these RFP Documents.

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 (with the exception of the Contract Compliance Office regarding DBE informational requests or informational requests on the Lobbying Program) after 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.

4.16 WORK COMPLETION SCHEDULE

4.16.1 Project Schedule

The Project will be task order based, and Consultant will be required to submit a project schedule for PSTA approval upon PSTA's issuance of each task work order under the Contract. The project schedule shall be updated and submitted to PSTA monthly until all work under each respective task work order is complete. Sufficient information shall be shown on the project schedule to enable proper control and monitoring of the



Consultant's work. The project schedule shall show the intended time for starting and completing each activity; the duration of each activity; submittal and approval times, and other significant items related to the progress of the work. The Project Schedule shall include sufficient detail to show how deliverables are intended to be met. If a monthly schedule submitted by the Consultant includes changes affecting the achievement of deliverables based on circumstances the Consultant believes to be a delay cause by PSTA, the Consultant should clearly identify and justify those changes.

4.16.2 Order of Work

If the Scope of Work or Task Order(s) provide a sequence or order of the work to be completed, the Proposer shall follow the sequence of operations set forth therein. Full compensation for conforming to such requirements will be considered as included in the prices paid for the various items of the work and no additional compensation will be allowed therefore.

4.17 USDOT/FTA/FDOT CONCURRENCE FOR CONTRACT AWARD

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

4.18 DEBARMENT AND SUSPENSION

Proposers shall complete and submit as part of their proposal, the Certification of Primary Contractor Regarding Debarment, Suspension, and Other Responsibility Matters for all projects when the total aggregate value of the contract exceeds \$100,000. The Proposer shall also submit a list of subcontracts and subcontractors that will have a financial interest in this Project that exceeds \$25,000 or will have a critical influence on or a substantive control over the Project. A Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusions shall be submitted by the Proposer to PSTA for each listed subcontractor prior to contract award.

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

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

4.19 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) A member of a joint venture as a prime consultant;
- B) An approved subcontractor;
- C) An owner-operator of equipment;
- D) A renter of equipment to a prime consultant;
- E) A firm manufacturing and supplying goods used in the project;
- F) A firm supplying goods used in the project (when supplying goods, only 60 percent will be counted).

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

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

- A) Soliciting through all reasonable and available means the interest of all certified DBE's who have the capability to perform work under the contract. This shall include attendance at pre-proposal meetings, advertising and/or written notices. The Proposer shall allow sufficient time to allow the DBE's to respond to the solicitation.
- B) Selecting portions of the work to be performed by DBE's.
- C) Providing interested DBE's with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- D) Negotiations in good faith with interested DBE's. It will be the responsibility of the Proposer to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or materials consistent with the available DBE's. Evidence of negotiations shall include the names, addresses, and telephone numbers of DBE's that were considered and a description of the information provided regarding the plans and specifications for the work selected for subcontractors, and evidence as to why additional agreements could not be reached for DBE's to perform the work.
- E) Not rejecting DBE's as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- F) Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance as required.



- G) Efforts to assist interested DBE's in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H) Use of services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

The Proposer agrees not to terminate for convenience a DBE subcontractor, and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without PSTA's prior written consent. When a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the Proposer agrees to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated.

4.20 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

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

4.21 FEDERAL LOBBYING CERTIFICATION

Per 49 CFR Part 20, Proposers 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 Proposer shall also submit a list of subcontracts and subcontractors that will exceed \$100,000. A Certification of Restrictions on Lobbying shall be submitted by the Proposer to PSTA for each listed subcontractor prior to contract award.

4.22 LOBBYING

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

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

For the purposes of this Paragraph, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with the bidding process through direct or indirect oral or written communication. Lobbying includes such actions whether performed by the bidder itself, any employee of the bidder, the bidder's attorney, agent or other paid or non-paid representative, or any person who performs such actions of behalf or at the behest of the bidder. Further, lobbying includes the attempt to influence Board



members while they are performing their functions for other governmental entities (e.g.) a city or Pinellas County). The final award of the contract shall be the effective date of the contract.

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

4.23 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.

4.24 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.

4.25 EXCEPTIONS

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

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

4.27 "OR EQUAL" DETERMINATION

Where proposing other than specified, the determination of equivalency will be at the sole discretion of PSTA. Proposer shall, as to each item, propose upon the specified products or upon an alternate product which is "equal" as defined herein. The offer of an alternate product for any item shall, for the purpose of evaluation of proposals, be construed as a refusal to propose upon the product specified. Only one alternate product for each item shall be submitted. In the event an alternate product is submitted for any item, the Proposer shall cross out the product specified and type or print the word "ALTERNATE" (failure to do so shall be construed as a proposal upon the product specified) and insert the unit price and the extension or total (unit price multiplied by the number of units) in the columns provided therefore in the same manner as if proposing upon the specified product. In the event any alternate product is submitted the Proposer shall state on additional attached sheets, the precise specifications of the alternate and all of the differences in specifications between the specified product and the alternate products and sketches or blueprints to scale sufficiently accurate,



complete, and detailed as to enable PSTA to make a complete determination of the quality of the alternate. Failure to submit this information in full will constitute basis for determination by PSTA that the alternate submitted is not equal to the product specified as a standard.

4.28 MATERIAL SAFETY DATA SHEETS

In complying with Florida’s “Right to Know” Law, PSTA requires the Proposer submit Material Safety Data Sheets on any hazardous chemical or substances supplied. Failure to supply MSDS’s sheets may result in proposal disqualification.

4.29 CONTRACT

Upon award, Proposer agrees to enter into and execute the contract set forth in Section 5.



SECTION 5: CONTRACT

AGREEMENT TO FURNISH A GENERAL SERVICES CONSULTANT CONTRACT

THIS AGREEMENT is made on _____, by and between the Pinellas Suncoast Transit Authority ("PSTA"), an independent special district with its principal place of business located at 3201 Scherer Drive, St. Petersburg, Florida, and _____ ("Contractor"), a _____ with its principal place of business located at _____ (collectively, the "Parties").

WHEREAS, PSTA issued a Request for Proposal No. 15-005P for a General Services Consultant Contract on Tuesday, December 30, 2014 (the "RFP"); and

WHEREAS, Contractor submitted a Proposal to PSTA's RFP on January 29, 2014 ("Contractor's Response"); and

WHEREAS, PSTA's Board of Directors awarded the RFP to Contractor at its Board of Directors Meeting on _____, and the parties wish to set forth the terms and conditions of their agreement for a total amount not to exceed \$ _____ ("Total Contract Price").

NOW THEREFORE, the parties in consideration of the mutual covenants and conditions set forth herein contained, the adequacy of which is acknowledged by the Parties, 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 RFP and all exhibits attached thereto including all duly executed and issued addenda (attached hereto as **Exhibit A**), the Hourly Rates Schedule (as defined below and attached as **Exhibit B**), any and all Task Order Schedule(s) (as defined below and attached as composite **Exhibit C**), and Contractor's Response to the RFP (attached hereto as **Exhibit D**). 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, this Agreement takes precedence over the Exhibits and any inconsistency between exhibits will be resolved in the following order:

Exhibit A	RFP
Exhibit B	Hourly Rates Schedule
Composite Exhibit C	Task Order Schedule(s)
Exhibit D	Contractor's Response
3. **SCOPE OF SERVICES.** Contractor, at the direction of PSTA, shall furnish the general consultant services described and in accordance with the specifications, tasks, and scope of work set forth in Exhibit A (the "Services"). It is the sole responsibility of Contractor to read the specifications and understand them.
4. **EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement 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 three (3) years, and may be renewed upon mutual written agreement of the Parties for up to two (2) additional one (1) year terms (each a "Renewal Term").



5. TERMS OF PERFORMANCE.

5.01 Task Order Based Contract. PSTA will issue written orders for the tasks that it needs completed (“Task Order(s)”). Upon issuance, Contactor shall respond in writing with specifications for the Task Order, including the key personnel that will be assigned, an estimate of the hours required and total cost to complete the Task Order and all deliverables, a schedule of all tasks, deliverables, and proposed completion date, and any other information required by the Contract Documents or which may be requested by PSTA in order for PSTA to monitor the Task Order (“Task Order Schedule”). Contractor shall not begin work on any Task Order until PSTA has reviewed and approved the Task Order Schedule, incorporating any changes or modifications it deems necessary, in its sole discretion. Once approved, the Task Order Schedule shall be appended to this agreement as Composite Exhibit C and all work and deliverables shall be completed by the date set forth in the Task Order Schedule, unless modified in writing by the Parties. In the event the Task Order Schedule is issued by PSTA during the term of this Agreement or any Renewal Term but has a completion date beyond the term of this Agreement set forth in Paragraph 4 above, the terms and conditions of this Agreement shall be automatically extended through the completion of the Task Order.

5.02 Representatives. 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. Such designation shall include the contact information (including phone numbers) of Contractor’s representative.

5.03 Non-exclusive Contract. PSTA specifically reserves the right to contract with other entities for the services described in the Contract Documents or for similar services if it deems, in its sole discretion, such action to be in PSTA’s best interest.

5.04 Status Reports: Contractor shall submit monthly written status reports to PSTA outlining the status of the each Task Order issued by PSTA throughout the term of this Agreement. Each status report shall be a concise narrative description of activities to date and planned activities until the next status report. A final report, one (1) original and two copies, shall be submitted by Contractor along with all deliverables upon completion of each Task Order. If a monthly schedule submitted by the Consultant includes changes affecting the achievement of deliverables based on circumstances the Consultant believes to be a delay caused by PSTA, the Consultant should clearly identify those changes.

5.05 Reviews: Throughout this Agreement, Contractor shall allow representatives of PSTA to visit the offices and other places of Contractor’s work periodically without prior notice to monitor Contractor’s work completed or progress on Task Orders.

5.06 Contractor Responsibility: Contractor shall provide services of first quality, and the workmanship must be in accordance with customary standards of the various trades and industries involved in the Services. The Services and the work associated therewith 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 or Task Order. Contractor hereby assumes responsibility for all materials, equipment, and processes used in the Services, whether the same is manufactured by Contractor or purchased readymade from a source outside Contractor’s company.

5.07 Compliance with Laws. Contractor shall comply with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and



that, in any manner, could bear on the provision of the Services under the Contract Documents. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents shall be construed as an oversight and shall not relieve Contractor of its obligations to comply with such laws fully and completely. Upon request, Contractor shall furnish to PSTA certificates of compliance with all such laws, orders and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the contract.

6. COMPENSATION. In consideration of Contractor’s faithful performance of the Contract Documents, PSTA agrees to pay Contractor at the hourly rates set forth and attached on Exhibit B (the “Hourly Rates Schedule”) for each Task Order issued and corresponding Task Order Schedule approved by PSTA. However, all payments to Contractor shall not exceed the maximum price set forth in each Task Order Schedule individually and the Total Contract Price in the aggregate. Payment shall be made only for work which is actually performed by Contractor and approved by PSTA. Contractor shall submit invoices to PSTA no later than the fifteenth (15) day of the month immediately following the month in which the work or services on each respective Task Order is completed. PSTA will make payment within forty-five days (30) days after approval of Contractor’s invoice.

6.01 Invoices. All invoices shall be submitted in accordance with the Florida Prompt Payment Act with all details prescribed by PSTA, 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 E-Mail to : Accountspayable@psta.net

6.02 Disputed Invoices. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion will be paid.

6.03 Subcontractor Payments. In accordance with 49 CFR Part 26.29, Contractor shall pay each subcontractor or subcontractor for satisfactory performance of its contract with the subcontractor or subcontractor no later than thirty (30) days from the receipt of each payment Contractor receives from PSTA. Contractor shall further return retainage payments to each subcontractor or subcontractor within thirty (30) days after the subcontractor’s or subcontractor’s work is satisfactorily completed. Contractor shall include as part of its contract or agreement with each subcontractor or subcontractor for work and material a “Prompt Payment Clause”. The Prompt Payment Clause shall require payment to all subcontractors and subcontractors, not only DBEs, for all labor and material for work completed within thirty (30) days of receipt of progress payments from PSTA for said work. The Prompt Payment Clause shall further stipulate the return of retainage within 30 days after the subcontractor or subcontractor achieves the specified work as verified by payment from PSTA.

6.04 Disputes with Subcontractor Payments. Any disputes that arise regarding the satisfactory completion of work by a subcontractor or subcontractor may be brought to the attention of PSTA, who will make a determination. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval from PSTA. This clause applies to both DBE and non-DBE subcontractors.



6.05 *Failure to Abide by DBE Requirements.* Failure by Contractor to carry out the requirements of PSTA's DBE Program and the requirements of 49 CFR Part 26, and/or timely return of retainage, without just cause, is a material breach of this Agreement, which may result in PSTA withholding payment from Contractor until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), termination of this Agreement, or other such remedy as PSTA deems appropriate.

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.

7.01 *Written Change Orders within the Services.* PSTA may at any time, by written order, make changes within the scope of the work to be performed by Contractor under the Contract Documents. However, no such written order shall serve to increase the Total Contract Price or to give Contractor any claim for monies above the Total Contract Price. If any such change causes an increase or decrease in the estimated cost of, or the time required for, the performance of any part of the work under the Contract Documents, whether or not changed by the order, Contractor shall notify PSTA within thirty (30) days in writing. In the case of an increase to the Total Contract Price, the written notice shall state in all capital, bold letters that PSTA's written order would result in an increase in the Total Contract Price. Such notice must be submitted and approved prior to performing any work in accordance with the written order or changes made by PSTA. Any change in the Total Contract Price must be approved by PSTA's Board of Directors and Contractor shall not be entitled to any compensation for such services unless and until approved by PSTA's Board of Directors.

7.02 *No Stoppage of Work.* Notwithstanding the foregoing, nothing in this clause shall excuse Contractor from proceeding with this Agreement, except for those changes which would increase the Total Contract Price.

7.03 *No Increase in Costs.* No services for which an additional cost or fee will be charged by Contractor shall be furnished without the prior express written authorization of PSTA's Board of Directors.

7.04 *Representative.* The PSTA Project Manager, Director of Finance, or CEO are the only PSTA representatives authorized to make changes within this Section, and only if such change does not serve to increase the Total Contract Price. Any instructions, written or oral, given to Contractor by someone other than the PSTA designated representative, that represent a change in the Services or any of its terms, will not be considered as an authorized change. Any action on the part of Contractor taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

8. WARRANTIES AND COVENANTS.

8.01 *Patent, Trademark, Copyright, and Trade Secret.* Contractor warrants that the Services, and all goods and work associated therewith do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold PSTA, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Agreement. PSTA shall promptly notify Contractor of any such claim. PSTA makes no warranty that the production, sale or use of goods or services under this Agreement will not give rise to any such claim and PSTA shall not be liable to Contractor for any such claim brought against Contractor. If any invention, improvement, or discovery of the



Contractor is conceived or first actually reduced to practice in the course of providing the Services under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify the PSTA immediately and provide a detailed report. The rights and responsibilities of the Contractor and PSTA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

8.02 *Covenants against Gratuities.* Contractor warrants that he or she 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 performance of contract.

9. ASSIGNABILITY AND SUBCONTRACTING. 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 of the subcontractors, Contractor shall be directly and wholly responsible for the noncompliance and shall bear all attributable costs.

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.

10. DELAY IN PERFORMANCE/FORCE MAJEURE.

10.01 *Time of the Essence.* The timely receipt of services and deliveries to PSTA is essential. If all deliverables under each Task Order are not received on time, PSTA may cancel the unfilled portion of this Agreement for cause, purchase substitute requirements elsewhere, and recover from Contractor any increased costs and damages thereby incurred by PSTA.

10.02 *Force Majeure.* Contractor shall be entitled to a reasonable extension of time from PSTA for the delays resulting from damage to Contractor's and/or PSTA's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions, power failures, riots, acts of war, strikes or lockouts beyond the control of Contractor and its subcontractors ("Force Majeure"). Any delay other than one mentioned above shall constitute a breach of Contractor's obligations under the Contract Documents.



10.03 Unavoidable Delay. If completion of any Task Order, and all deliverables thereunder, is unavoidably delayed, PSTA may extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Contractor's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Contractor, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Contractor to miss delivery dates and could not adequately have been guarded against by contractual or legal means.

10.04 Notification. Contractor will notify PSTA as soon as Contractor has, or should have, knowledge that an event has occurred which will delay completion of a Task Order. Within five (5) working days, Contractor will confirm such notice in writing, furnishing as much detail as is available and including any request for extension of time. Contractor shall supply, as soon as such data is available, any reasonable proofs that are required by PSTA to make a decision on any request for extension. PSTA will examine the request and any documents supplied by Contractor and will determine if Contractor is entitled to an extension and the duration of such extension. PSTA will notify Contractor of its decision in writing. It is expressly understood and agreed that Contractor will not be entitled to any extension and the granting of such extension is in the sole discretion of PSTA. It is further expressly understood that Contractor shall not be entitled to any damages or compensation, and will not be reimbursed for any losses, on account of delays resulting from any cause.

11. TERMINATION OF AGREEMENT. This Agreement may be terminated with or without cause in accordance with the provisions below.

11.01 Without Cause. If PSTA determines that it is in its best interest to do so, PSTA may terminate this Agreement without cause 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 on work performed up to the time 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. 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 thirty (30) 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 thirty (30) day cure period, Contractor may not terminate this Agreement.

11.03 Re-procurement. Should this Agreement be terminated by PSTA for cause under this Section, Contractor shall be liable for all expenses incurred by PSTA in re-procuring elsewhere the same or similar items or services offered by Contractor.



11.04 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(a) of this Agreement.

11.05 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.

11.06 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. Contractor's disputes arising in the performance of this Agreement be decided in writing by PSTA's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written 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 Delays: If the Contractor is delayed in performing the work by a cause beyond its control, within ten (10) days upon receiving such knowledge, the Contractor shall inform PSTA in writing to request extended time for completion. PSTA will review the request to determine if entitlement to an extension is appropriate and if so, the amount of time and respond to Contractor within ten (10) days in writing. The Contractor shall not be entitled to any claim for damages on account of hindrances or delays for any cause whatsoever including acts of PSTA. This includes, but is not limited to: any actions which result in delays of scheduling, changes in the scope of work or increases in the cost of performance of the work. Prior to final payment, the Contractor must provide waivers of any and all claims and liens from the Contractor and any and all subcontractors or materialmen. These waivers are conditions precedent to final payment. PSTA may withhold amounts necessary to cover any claims of which it has been notified of subcontractors, materialmen, or suppliers from final payment to the Contractor.

12.04 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.

12.05 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 Indemnification for Architectural or Engineering Firms. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless PSTA and its elected officials, officers and employees, from any and all liabilities, any and all claims, including claims for equitable or injunctive relief, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor, its employees, agents, officers, subcontractors and other persons employed or utilized by Contractor in the performance of this agreement. It is the specific intent of the parties hereto that the foregoing indemnification provision comply with Section 725.08, Florida Statutes. It is further the specific intent and agreement of the parties that all the contract documents of any project for which Contractor provided services be hereby amended to include the foregoing indemnification. Contractor expressly agrees that it will not claim, and waives any claim, that this article violates Section 725.08 Florida Statutes, or is unenforceable pursuant to Section 725.08, Florida Statutes. This indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section, including but not limited to 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. This indemnification provision shall include claims made by an employee of Contractor against PSTA and Contractor waives any entitlement to immunity under Section 440.11, Florida Statutes. This indemnification provision shall survive the termination of this agreement however terminated.

13.02 Control of Defense. Subject to the limitations set forth in this provision, Contractor shall assume control of the defense of any claim asserted by a third party against 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 such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

14. INSURANCE

14.01 Insurance. The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below prior and prior to the recommendations for award. Failure to provide insurance within a ten (10) day period following a determination or recommendation of the selected proposer may result in PSTA vacating the original determination or recommendation and proceeding with the recommendation of the next responsive, responsible proposer.

Before beginning work on the Project (including pre-staging personal and material), the Contractor shall obtain and maintain insurance at his expense. 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 of the Contractor has Subcontractors perform any portion of the work in this contract; either the Contractor shall name those Subcontractors as “additional insured” or each Subcontractor shall be required to have the same insurance requirements as the Contractor. Insurance must be maintained throughout the entire term of their contract, 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 termination of the Contract. Delays in completing work resulting from failure of the Contractor to maintain insurance shall not extend deadlines. For projects with a “Completion Operation Exposure”, the Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance” Any penalties and failure to perform assessments shall be imposed as if the work had not been suspended

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of “A-“as assigned by AM Best. Within ten (10) calendar days after the Contractor’s receipt of notice of the award, the Contractor shall email properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of PSTA’s Purchasing/Risk Management Department. A copy of the additional insured endorsement(s) for Commercial General Liability needs to be attached to the certificates. If the Contractor has been approved by the Florida State Department of Labor, as an authorized self-insured for Workers’ Compensation, PSTA’s Purchasing/Risk Management Department shall recognize and honor such status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor’s Excess Insurance Program. If the Contractor participates in a self-insurance fund, updated financial statements may be required upon request, 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. The Contractor shall provide to PSTA’s Purchasing/Risk Management Department, satisfactory evidence of the required insurance by, either:

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

PSTA, at its sole option, has the right to request a certified copy of policies required by this contract. Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to the Authority, if requested by the Authority, Contractor shall, within thirty (30) days after receipt of a written request from the Authority, provide the Authority with a certified copy or certified copies of the policy or policies providing the coverage required herein. Contractor 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 the Contractor's Insurance shall not be construed as relieving the Contractor from liability or obligation assumed under this contract or imposed by law. PSTA, Board Members, Officers and Employees will be included "Additional Insured" on all policies, except Workers' Compensation and Professional Liability coverage.

Should at any time the Contractor not maintain the insurance coverage's required of this Contract, PSTA may either cancel or suspend delivery of goods or services as required by Contractor or, at its sole discretion, shall be authorized to purchase such coverage and charge the Contractor for such coverage purchased. All contracted agencies shall be under no obligation to purchase such insurance or be responsible for the coverage's purchased or the responsibility of the insurance company/companies used. The decision of all contracted agencies to purchase such insurance coverage's shall in no way be construed to be a waiver of their 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 the Contractor is only using employees named on such a list to perform work on the jobsite. Should employees not be named be utilized by the Contractor, the Contractor has the option to work without penalty until PSTA identify proof of coverage or removal of the employee by the Contractor occurs, or alternately find the Contractor to be in default and takes over the protective measures as needed.

The insurance provided by Contractor 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 Contractor.

Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by Contractor 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 Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. In such instances, Contractor shall pay on behalf of the PSTA's board members, officers or employees, any deductible or self-insured retention applicable to a claim against the PSTA's their board members, officer(s) or employee(s).

Waivers

All insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of PSTA, from Contractor and Contractor will ensure the compliance with any subcontractors.

Special Insurance Considerations

- I. Final Insurance Exposure will be determined prior to each project based on the potential exposures and the magnitude of the Task/Project.**

- II. Each Task Work Order insurance requirements will vary. All insurance will be determined prior to the beginning of work. It is expected that the PRIME Contractor/Consultant to have the minimal of \$1,000,000 per occurrence and \$3,000,000 Aggregate.**



III. **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 projects with a Completed Operations exposure, are as follows:

A. **Commercial General Liability Insurance:** including, but limited to, Independent Contractors, Contractor 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, their 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 Contractors).

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

The minimum limits of \$1,000,000 per Occurrence
\$3,000,000 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 contract. In addition, the period for which claims may be reported should extend for a minimum of three (3) years following the expiration of this contract.

Aggregate Limit must be specific for PSTA/Task Work Project and contract location.

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

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

This policy should not be subject to any aggregate limit.

Workers' Compensation Insurance Prior to beginning work, the Contractor shall obtain Workers' Compensation Insurance with must have limits sufficient to meet the requirements of Florida Statutes Limits per Chapter 440. The 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:

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

Umbrella Liability Insurance or Excess Liability Insurance – Of Primary coverage is required, in Commercial General Liability, Workers' Compensation and Vehicle Liability Insurance. This may be used to obtain the limits of Liability coverage required, that shall not be less than:

\$X,XXX,XXX per occurrence
\$X,XXX,XXX Aggregate

Aggregate Limit must be specific for PSTA/Task Work Project and contract location. The Umbrella Liability Insurance requirements will be determined and based on Task Work Project future bases.

Professional Liability Insurance:

Professional Liability-Recognizing that the work governed by this Contract involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain throughout the life of the Contractor, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract.

The minimum limits of liability shall be:

\$1,000,000 per occurrence
\$3,000,000 Aggregate

If coverage is provided on a claims made basis, the Contractor agrees to maintain such Professional Liability Insurance, as described herein, for a period of at least three (3) years following the conclusion of this contract, or purchase an extended claims reporting period of three (3) years following the expiration of this contract.

Aggregate Limit must be specific for PSTA/Task Work Project and contract location.

**Professional Coverage May Include the Following
(These can be combined into a single policy with a consolidated limit)**

Architects Errors and Omissions Liability Insurance Requirements - Recognizing the work governed by this contract involves the furnishing of architectural services, the Contractor shall purchase and maintain, throughout the life of this contract, Architects Errors and Omissions Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the work arising out of work governed by this contract. This insurance shall be maintained in force for a period of three (3) years after the date of Substantial Completion of the Project.

The minimum limits of liability shall be:
\$1,000,000 per Occurrence
\$3,000,000 Aggregate.



Engineers Errors and Omissions Liability Insurance Requirements - Recognizing the work governed by this contract involves the furnishing of engineering services, the Contractor shall purchase and maintain, throughout the life of this contract, Engineers Errors and Omissions Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract. This insurance shall be maintained in force for a period of three (3) years after the date of Substantial Completion of the Project.

The minimum limits of liability shall be:

\$1,000,000 per Occurrence
\$3,000,000 Aggregate

Information Technology (IT) Errors and Omissions Liability Insurance Requirements - Recognizing the work governed by this contract involves the furnishing of IT services, the Contractor shall purchase and maintain, throughout the life of this contract, IT Errors and Omissions Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract. This insurance shall be maintained in force for a period of three (3) years after the date of Substantial Completion of the Project.

The minimum limits of liability shall be:

\$1,000,000 per Occurrence
\$3,000,000 Aggregate

Planning & Design Errors and Omissions Liability Insurance Requirements-Recognizing the work governed by this contract involves the furnishing of Planning & Design services, the Contractor shall purchase and maintain, throughout the life of this contract, Planning & Design Errors and Omissions Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract. This insurance shall be maintained in force for a period of three (3) years after the date of Substantial Completion of the Project.

The minimum limits of liability shall be:

\$1,000,000 per Occurrence
\$3,000,000 Aggregate

Additional Insurance Coverage for Potential Task Work Projects

Cyber Liability Insurance - Recognizing that the work governed by this contract involves the gathering, processing, housing and distributing of electronic data, which may involve Cloud computing and mobile devices protected, private data or confidential information, Contractor shall purchase and maintain, throughout the life of the contract, Cyber Liability Insurance which will respond to damages resulting from any claim whether electronic or non-electronic, arising out of network security breaches and unauthorized disclosure or use of information. Such Cyber Liability coverage shall also include coverage for "Event Management," including, but not limited to costs and expenses relating to notifying effected customers/users of security breach, providing credit monitoring services, computer forensics costs, and public relations expenses, resulting from a breach of security or other compromising release of private data. The minimum limits of liability shall be:

\$1,000,000 per occurrence
\$3,000,000 Aggregate



\$2,000,000 per occurrence for Event Management expenses

If coverage is provided on a claims made basis, Contractor agrees to maintain such Cyber Liability Insurance, as described herein, for a period of at least three (3) years following the conclusion of this contract, or purchase an extended claims reporting period of three (3) years following the expiration of this contract.

*For acceptance of Cyber Risk Liability coverage included within another policy require herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of the Cyber Risk Liability and other coverage combined.

Aggregate Limit must be specific for PSTA/Task Work Project and contract location.

Pollution Legal /Environmental Legal Liability Insurance- Pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge , dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or “tail coverage must be purchased. Coverage should include and be for a least the minimum limits listed below;

1. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property that has not been physically injured or destroyed;
2. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for compensation damages.
3. Cost of Cleanup/Remediation.

Limits:	Per Claim or Occurrence	\$1,000,000
	Per General Aggregate	\$3,000,000

For acceptance of Pollution Legal/Environmental Legal Liability Insurance, coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

Aggregate Limit must be specific for PSTA/Task Work Project and contract location.

Installation Floater Insurance (Replacement Value) - The Contractor shall be required to purchase and maintain throughout the like of the contract, and until the project is accepted by PSTA, Installation Insurance providing coverage for machinery and equipment, governed by this contract, while being transported, installed and tested.

As a minimum, coverage shall include:

Fire	Lightening	Windstorm	Hail
Explosion	Collapse	Strikes	Riots



Civil Commotion
Aircraft

Vandalism
Floods

Malicious Mischief

Vehicles

The policy limits shall be no less than the amount of machinery or equipment being installed.

PSTA, their board, officers and employees shall be named as "Additional Insured and the Loss Payee" as their interest may appear.

15. FEDERAL PROVISIONS. As used in this Section, "the Government" shall mean and refer to the Federal government of the United States of America.

15.01 Prevention of Substance Abuse by Safety Sensitive Employees.

- a. Drug Abuse: To the extent that Contractor, any subcontractor at any tier, or their employees, perform a safety sensitive function under the Services, Contractor agrees to comply with, and assures the compliance of each affected subcontractor at any tier, and their employees with U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 CFR Part 29, Subpart F, as modified by 41 U.S.C. subsection 712 et seq.
- b. Alcohol Abuse: To the extent that Contractor, any subcontractor at any tier, or their employees, perform a safety sensitive function under the Services, Contractor agrees to comply with, and assures the compliance of each affected subcontractor at any tier, and their employees with FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655.

5.02 Access to Records.

- a. In accordance with 49 U.S.C. Section 5325(a), Contractor agrees to provide PSTA, the FTA Administrator, the U.S. Secretary of Transportation, the Comptroller General of the United States, or their duly authorized representatives with access to all books, documents, papers and records of Contractor which are directly pertinent to this Agreement, for the purposes of making audits, examinations, excerpts and transcriptions.
- b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until PSTA, the FTA Administrator, the U.S. Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- d. **Payroll and Basic Records** – (i) Payroll 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 section 1(b)(2)(B) of 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 CFR 29.5(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 section 1(b)(2)(B) of 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.

- e. Contractor agrees to include the above clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.
- f. Completion of the Services under this Agreement does not alter these requirements.

15.03 *Reports and Record Retention.*

- a. Reports: Contractor agrees to provide to the Federal Transit Administration those reports required by U.S. DOT's grant management rules and any other reports the federal government may require.
- b. Record Retention: Contractor agrees that, during the course of the Services and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the Services as the federal government may require for the Services.

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

15.05 *False or Fraudulent Statements and Claims.* Contractor acknowledges and agrees as follows:

- a. Contractor recognizes that the requirements of the Program Civil Remedies Act of 1986, as amended, 31 U.S.C. subsection 3801 et seq. and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with the Services. Accordingly, by signing the contract, Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make pertaining to the contract. In addition to other penalties that may apply, Contractor also acknowledges that if it makes 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, as amended, on Contractor to the extent the federal government deems appropriate.

- b. Contractor also acknowledges that if it makes a false, fictitious or fraudulent claim, statement, submission, or certification to the federal government in connection with an urbanized area formula project financed with federal assistance authorized by 49 U.S.C. section 5307, the Government reserves the right to impose on Contractor the penalties of 18 U.S.C. section 1001 and 49 U.S.C. section 5307 (n) (1).

15.06 No Federal Government Obligations to Third Parties. Contractor agrees that, absent the federal government's express written consent, the federal government shall not be subject to any obligations or liabilities to any sub-recipient, any third party consultant, or any person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of the Services. Notwithstanding that the federal government may have concurred in or approved any solicitation, sub-agreement, or third party contract, the federal government has no obligations or liabilities to any party, including any sub-recipient or any third party consultant.

15.07 Interest of Members of or Delegates to Congress. 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.

15.08 Lobbying Certification. During the term of this Agreement Contractor agrees to comply with the provisions of 31 USC section 1352, which prohibit the use of Federal funds for lobbying by any official or employee of any Federal agency, or member of employee of Congress; and requires Contractor to disclose any lobbying of any official or employee of any Federal agency, or member or employee of Congress in connection with Federal assistance. Contractor agrees to comply with U.S. DOT regulations, "New Restrictions on Lobbying", 49 CFR Part 20 and include these requirements in any subcontract which exceeds \$100,000.

- a. Contractor and all Subcontractors in receipt of contracts exceeding \$100,000 shall submit Standard Form LLL quarterly to PSTA. Contractor shall also submit with each request for payment 1) a list of each contractor and Subcontractor that is subject to the Lobbying Certification, 2) certifications or evidence of certification for all Subcontractors, 3) information regarding material changes in the previous certifications or disclosures, and, 4) Standard Form LLL or evidence that the form was previously submitted to PSTA.
- b. PSTA will not make any payment to Contractor or a subcontractor which 1) does not comply with this Section, or, 2) is not in compliance with the above-cited federal requirements.

15.09 Debarment and Suspension. Contractor agrees to comply with U. S. Department of Transportation regulations, "Government Debarment and Suspension (Non-procurement)", 49 CFR Part 29, and otherwise comply with the requirements of those regulations. This includes the requirement of Contractor to submit the Certification Of Primary Consultant Regarding Debarment, Suspension, And Other Responsibility Matter for all projects when the total aggregate value of the Contract exceeds \$100,000 and to submit a Certification Of Lower Tier Participation Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusions for each Subcontractor which will have a financial interest in the Serviced provided hereunder which exceeds \$25,000 or will have a critical influence on or a substantive control over the Services.



- a. During the term of this Agreement, Contractor agrees to immediately notify PSTA of any potential subcontractor that is subject to this provision and to submit the appropriate certification prior to award of a subcontract; and any information that its certification or certification of its subcontractors was erroneous when submitted; and any information that certifications have become erroneous by reason of changed circumstances.
- b. Contractor shall submit with each request for payment a list of all subcontractors performing work under the Contract Documents which have a financial interest in the Services which exceeds \$25,000 or have had a critical influence on or substantive control over the Services and submit evidence that the appropriate certificate has been submitted and that they remain valid.
- c. PSTA will not make payment to Contractor or a Subcontractor that does not comply with this Section, or is not in compliance with the above-cited federal requirements.

15.10 Environmental, Resource Conservation and Energy Requirements.

- a. Environmental Protection: Contractor agrees to comply with applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321 et seq.; section 14 of the Federal Transit Act, as amended, 49 USC app. §§ 1610; Council on Environmental Quality regulations, 40 CFR Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact And Related Procedures" at 23 CFR Part 771 and 49 CFR Part 622.
- b. Clean Air:
 - 1. 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. Contractor agrees to report each violation to PSTA and understands and agrees that PSTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
 - 2. 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.
- c. Clean Water: Contractor agrees to comply with all applicable Federal laws and regulations in accordance with applicable Federal directives implementing the Clean Water Act, as amended, 33 U.S.C. § § 1251 through 1377. Specifically:
 - i. Contractor agrees to protect underground sources of drinking water as provided by the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § §300f through 300j-6.
 - ii. Contractor agrees to comply with the notice of violating facility provisions of section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. §7606 note.
 - iii. 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.



- d. **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 CFR Part 41 and will certify to compliance to the extent required by the regulation. Contractor also agrees to ensure that all work performed under this Agreement 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.
- e. **Historic Preservation:** Contractor agrees to assist the Government (FTA) to comply with section 106 of the National Historic Preservation Act, 16 USC § 470f, involving historic and archaeological preservation by:
 - i. Consulting the State Historic Preservation Officer on the conduct of investigations, in accordance with Advisory Council on Historic Preservation regulations, "Protection of Historic And Cultural Properties", 36 CFR Part 800, to identify properties and resources listed in or eligible for inclusion in the National Register Of Historic Places that may be affected by the Services, and notifying the Government (FTA) of the existence of any such properties; and,
 - ii. Complying with all Federal requirements to avoid or mitigate adverse effects upon such properties.
- f. **Energy Conservation:** Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy And Conservation Act, 42 USC §§ 6321 et seq.
- g. **Mitigation of Adverse Environmental Effects:** Should the proposed Services cause adverse environmental effects, Contractor agrees to take all reasonable steps to minimize such effects pursuant to 49 USC app. § 1610, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622. Contractor agrees to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreement, and statements required by 49 USC § 303) and with any conditions imposed by the Government as part of a finding of no significant impact or a record of decision; all such mitigation measures are incorporated in and made part of this Agreement by reference. As soon as the Government and Contractor reach agreement on any mitigation measures that have been deferred, those measures will then be incorporated into this Agreement. Such mitigation measures may not be modified or withdrawn without the express written approval of the Government.

15.11 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 Executive Order 12873 and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

15.12 Buy America. Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR, Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in



FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. A proposer or offeror must submit to PSTA the appropriate Buy America certification with all proposals on FTA-funded contracts, except those subject to a general waiver. Proposals or offers that are not accompanied Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

15.13 Fly America. Contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any person involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag carriers to the extent services by U.S.-flag carriers is available, consistent with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974f. as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations "Use of United States Flag Air Carriers." 41 CFR §§ 301.131 through 301.143.

15.14 Cargo Preferences. Contractor agrees:

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

15.15 Civil Rights Requirements.

- a. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, 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.
- b. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying contract:



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

15.16 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 agrees 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.

15.17 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 eight point fifteen percent (8.15%) of the total contract price, as awarded, may be awarded to certified DBE's by Contractor.

15.18 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.

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

15.20 Incorporation of 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, dated November 1, 2008, (also see Change 1) 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. 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.

15.21 Notification of Federal Participation. In the event the goods or services provided under this Agreement (including construction services) having an aggregate value of \$500,000 or more, Contractor agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of this Agreement.

15.22 Emblems. The Recipient agrees to identify projects supported by FTA by attaching the appropriate emblems as the Government may require.



16. MISCELLANEOUS PROVISIONS.

16.01 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.

16.02 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, proposals and/or understandings. There are no representations or warranties unless set forth in the Contract Documents.

16.03 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, Esq.
Bryant Miller Olive P.A.
One Tampa City Center, Suite 2700
Tampa, FL 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 15.03.

16.04 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.

16.05 Modification. The Contract Documents may not be amended or altered without prior written approval by PSTA. 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.

16.06 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.

16.07 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 parties



executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

CONTRACTOR:

By: _____
Duly Authorized Designee

WITNESS:

By: _____

PSTA:

By: _____
Brad Miller, CEO

Approved as to form:

By: _____
Alan S. Zimmet, General Counsel



ATTACHMENTS



ATTACHMENT 1
ACKNOWLEDGEMENT OF ADDENDA
(Required 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
(Required 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
PROPOSAL FORM
(Required with proposal submittal)

TO: Pinellas Suncoast Transit Authority
3201 Scherer Drive
St. Petersburg, FL 33716

The undersigned hereby agrees to furnish the services herein 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.

SUBMITTAL PRICES SHALL BE SUBMITTED IN A SEPARATE SEALED ENVELOPE

NOTE: INCLUDE HOURLY RATE, TOTAL NUMBER OF HOURS, AND TOTAL COST



ATTACHMENT 4
NON-COLLUSION AFFIDAVIT
(Required 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 5
CERTIFICATION OF RESTRICTIONS ON LOBBYING
(Required 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



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

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

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

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

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



ATTACHMENT 7
BUY AMERICA CERTIFICATION
(Required for contracts greater than \$100,000)

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

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

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

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

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

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

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



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

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

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**
(Required for subcontracts greater than \$25,000)

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
 (Required with proposal submittal)

PSTA has not set a specific goal for this project. PSTA has set an annual DBE goal of 8.29%.

Bidder/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.

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

OR

Bidder/Proposer will meet the DBE goal for this contract. Bidder/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

Bidder/Proposer will meet the DBE goal for this contract. If awarded this contract, Bidder/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 (s)	Total % of Contract Amount
				\$	%

 Company Name

 Authorized Individual's Name (Print)

 Authorized Signature

 Date

 Title



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

PSTA ANNUAL DBE GOAL: 8.29%

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

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

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

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

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



**ATTACHMENT 12
VENDOR DBE PAYMENT REPORT**

(Not to be submitted with proposal; Required with each invoice submittal if selected)

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

For Official Office Use Only	1) Invoice No.	2) Report No.
	3) Reporting Period From: _____ To: _____	

Instructions: All prime contractors are required to complete and submit this report as specified in the contract, or as requested by the Contracts Specialist, until final payment of the contract. Note: Failure to comply with PSTA's Disadvantaged Business Enterprise provisions may result in contract termination, or the suspension or debarment of the contractor from doing business with PSTA in the future in accordance with the procedures set forth in PSTA's Procurement Regulations. **This report must be submitted with each invoice.**

4) PSTA Contract Number		5) Type of Contract (X) () Construction () Service () Professional () Supply		6) Contractor's Business Name, Address and Telephone Number			
7) Date of Contract Award		8) Schedule Date of Completion		9) Original Contract Amount \$ _____		10) Current Contract Amount, Including Modifications (\$ and date) <small>(State amount & date of most recent modification)</small> \$ _____ / ____ / ____	
11) Total Amount Received To Date \$ _____		12) Total Amount Owed \$ _____		13) Committed DBE percentage _____ %		14) DBE Instruction for Calculation of Percentage: Dollar amount paid to DBE divided by dollar amount received by Contractor from PSTA.	15) Actual DBE Participation % to Date _____ %
		Amount of this Invoice \$ _____					
16) Name of Subcontractor	17) DBE Ethnicity and Gender (include Gender)	18) Description of Work	19) Amount & Date of Payment(s) Made During Current Invoice Period	20) Subcontract Dollars	21) Amount Paid to Date (Dollars)	22) % Paid to Date	23) Amount of This Invoice Allocated to Subcontractor
	/		\$ _____		\$ _____		
	/		\$ _____		\$ _____		
	/		\$ _____		\$ _____		
	/		\$ _____		\$ _____		
Company Official's Signature & Title			Date Signed		Name & Title of Individual Completing Report		
			/ /				



ATTACHMENT 13
E-VERIFY AFFIDAVIT
(Required with proposal submittal)

Contract #: RFP # 15-005P

Financial Project # (s): _____

Project Description: _____

Vendor/Proposer 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/sub-vendor's) assigned by Vendor/Proposer to perform work pursuant to the contract with the Department. Vendor/Proposer 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 14
CONTRACTOR'S STATEMENT ON SUB-CONTRACTORS
(To be completed for all, DBE and non-DBE, sub-contractors)

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 15
DRUG FREE WORKPLACE PROGRAM
(Required with proposal submittal)

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

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

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

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

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

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

State of _____ County of _____

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

{NOTARY SEAL}

Signature of Notary Public

Name of Notary Typed, Printed, or Stamped

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____



ATTACHMENT 16
CONTRACTOR'S AND LOWER TIER PARTICIPANT'S REFERENCE FORM

(To be completed by prime and sub consultants/subcontractors; Required with proposal submittal)

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Fax #: _____

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

Authorized Signature: _____

How Long at Present Location: _____

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

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

Reference #1:

Company: _____

Address: _____

Phone/Fax #: _____

Contact: _____

E-Mail: _____

Reference #2:

Company: _____

Address: _____

Phone/Fax #: _____

Contact: _____

E-Mail: _____

Reference #3:

Company: _____

Address: _____

Phone/Fax #: _____

Contact: _____

E-Mail: _____

Reference #4:

Company: _____

Address: _____

Phone/Fax #: _____

Contact: _____

E-Mail: _____

Proposers are required to submit a minimum of four (4) references, but are encouraged to submit more than four (4). Please use a duplicate of this form to submit more references.



ATTACHMENT 17
OFFER & AWARD
(Required with proposal submittal)

OFFER:

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

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

PSTA use only below this line.

AWARD:

By execution below, PSTA accepts offer as indicated above.

Chief Financial Officer Signature

Date of Award

Chief Executive Officer Signature (if >\$25,000)

Date of Award



ATTACHMENT 18
REQUEST FOR WAIVER OF INSURANCE REQUIREMENTS

(Only required if the Proposer does not meet the insurance requirements. – Submit during question and answer period.)

It is requested that the insurance requirements, as specified in PSTA's Schedule of Insurance Requirements, be waived or modified on the following contract. Please attach copies of relevant Certificates of Insurance for waiver decision. This form should be submitted during the question and answer period.

Company Name: _____

Contract for: _____

Company Address: _____

Telephone: _____

Scope of Work: _____

Reason for Waiver: _____

Policies Waiver
will apply to: _____

Authorized Signature: _____

PSTA use only below this line.

Approved _____

Not Approved _____

Risk Management _____

Date _____

PSTA Administrator appeal:

Approved: _____

Not Approved: _____

Date: _____



ATTACHMENT 19
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 #15-005P 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