

REQUEST FOR PROPOSAL

RFP #14-010P

Production, Installation and Removal of Graphics on Buses



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: Monday, August 25, 2014

**Date Due: Thursday, September 25, 2014
at 2:00 P.M. Local Time**



SUBMIT PROPOSAL TO:	Pinellas Suncoast Transit Authority Purchasing Division 3201 Scherer Drive St. Petersburg, FL 33716	REQUEST FOR PROPOSAL PSTA
PROPOSAL TITLE: Production, Installation and Removal of Graphics on Buses NON-MANDATORY PRE-PROPOSAL MEETING: THURSDAY, SEPTEMBER 11, 2014 AT 10:00 A.M.		Proposal No: 14-010P www.psta.net
PROPOSAL IS DUE: THURSDAY, SEPTEMBER 25, 2014 AT 2:00 P.M. AND MAY NOT BE WITHDRAWN FOR 180 DAYS AFTER SUCH DATE AND TIME. DEADLINE FOR WRITTEN QUESTIONS: TUESDAY, SEPTEMBER 16, 2014 AT 3:00 P.M. MUST BE SUBMITTED TO GINGER LETELLIER, CPPB, PURCHASING BUYER AT GLETELLIER@PSTA.NET, (727) 540-1800, OR FACSIMILE (727) 540-0681.		ISSUE DATE: Monday, August 25, 2014

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.

Non-Mandatory Pre-Proposal Meeting: All interested Proposers should attend the pre-proposal conference and on-site inspection. The meeting will be held at the above address in the main Administration building. Immediately afterwards a site visitation may occur. Questions, suggestions or modifications may be discussed with Pinellas Suncoast Transit Authority at this meeting and may be considered as possible addenda to this Bid. It is advised to bring your questions in writing.

Submittal Instructions: Place a label in front of your sealed bid 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: (1) One Original and (4) Four Copies and (1) One CD shall be enclosed and sealed in envelope(s) marked: "RFP #14-010P" with the Bidder's official name. The original bid 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 website to download any addenda that may have been issued. Please remember to sign and return addenda acknowledgement form Attachment 1 with completed proposal package.



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SECTION 1: 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 #14-010P
3201 Scherer Drive
St. Petersburg, Florida 33716
727-540-1800

One (1) unbound original proposal and four (4) copies shall be enclosed and sealed in envelope(s) marked: "RFP #14-010P Production, Installation and Removal of Graphics on Buses" and the Proposer's official name. The original proposal must be clearly marked as "Original". If a Proposer's submittal does not fit in one box, please mark the boxes accordingly (for example, Box 1 of 2, Box 2 of 2).

GENERAL FORMAT: In preparing the proposal, please duplex print all sections to reduce paper consumption and use recycled products, where feasible. Proposals shall be prepared on 8.5" x 11" paper with 1" margins on all sides. Typing shall be single spaced and no smaller than font size 11. Use of 11" x 17" fold out sheets for large tables, charts or diagrams is permissible, but should be limited. Each part of the proposal should be clearly labeled and tabbed for easy reference. Promotional or advertising information will not be accepted.

A) Cover Letter:

- A cover letter transmitting the proposal must be submitted and dated. 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.
- The cover letter shall contain the name, title, address, e-mail address, and telephone number(s) of an individual(s) with authority to bind the Proposer during the period in which PSTA is evaluating proposals. The cover letter shall also identify the legal form of the firm. If the firm is a corporation, the cover letter shall identify in which state the company is incorporated. If a consortium, joint venture or team approach is being proposed, provide the above information for all participating firms. The Proposer should specifically describe the Proposer's role in relationship to its subcontractors and shall describe the interfaces with said subcontractors.
- 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.

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

C) Team/Firm Experience and Expertise: 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. This section should provide an indication that the Proposer has an understanding of those services and what relevant work it has completed. Statement whether the firm is local, national or international. Also include the consulting company's profile and financial information.



- D) **Personnel Experience and Expertise:** 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 considered with great care. Proposers must have presented sufficient competent staff, capacity to complete the work in a timely manner, appropriate assignments to administer this project. Attach a resume that demonstrates how each person's background, education background and experience qualify them for the proposed role. This includes level of security clearance, if applicable.
- E) **Technical Approach:** The entire technical approach to this service will be evaluated. Proposals must provide sufficient detail to explain the approach to be taken to accomplish the task assignments in an effective and timely manner. How responsive is the proposal to the services and support required by the scope of work? What are the key elements of task organization and the overall quality of the proposal? Who are the individuals that will be performing the work? These are the type of questions to be utilized in scoring the technical approach of the proposals. The Technical Approach shall not exceed 20 single-spaced pages.
- F) **References:** Proposers must provide a minimum of four (4) references. The reference will contain the companies name, address, phone number, point of contact, the size of the project and description. Must indicate whether private and/or public sector. Proposers are encouraged to submit more than four (4) references if possible.
- G) **Cost:** Proposes must provide the total price for each part of the Project.
- H) **DBE and Forms:** Should contain all required forms including DBE submittals.
- I) **Trade Secret Information:** 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 that is otherwise exempted by Florida Statutes shall be designated as such and the trade secret or exempt information shall be 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 or is not otherwise exempt under Florida Statutes.

1.1 FIRM AND STAFF QUALIFICATIONS

The proposal shall include a general description of the firm and its background as it relates to this project. Specific information regarding the firm and staff shall also be submitted and include:

- A) Information regarding the firm's previous experience with similar or related projects, and a brief description of these projects and project staffing.
- B) Information demonstrating the firm's and staff's capabilities to perform all aspects of this project.
- C) Information regarding the expertise and experience of key staff member(s) that will be assigned to work on this project, and the specific proposed responsibilities of the key staff member(s), and his/her role in the coordination of activities with PSTA staff and estimated workdays of participation.
- D) Information on the current and projected workload of key staff to be assigned to this project, including level and magnitude of involvement, and start and completion dates.
- E) References including client name, address, contact person, telephone number, e-mail, project start and end date as well as a project description. References should be for similar or related projects that proposed key staff members for this project have worked.



If any work is to be subcontracted to another firm(s), the proposal must include the above firm and staff qualification information for each subcontractor, a description of the services the firm performs as well as related projects and references.

1.2 PROPOSED RATE AND COSTS

Proposed rate and costs will be used in the negotiation of fees and shall remain in effect through the length of the contract, except such rates may be adjusted when additional work beyond the original authorization is being negotiated. Any increases in rates shall not exceed increases in the Consumer Price Index since the date of the proposal.

1.3 DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

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:

- A description of any DBE firm(s) and the work it (they) will perform.
- Evidence of the firm's DBE certification.
- Estimated value of services to be performed and/or materials to be provided by DBE firm(s) under the proposal.

1.4 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 Contractor Regarding Debarment, Suspension, and Other Responsibility Matters
- ATTACHMENT 6 – Certification of Lower-Tier Participants (Subcontractors) Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
- ATTACHMENT 7 – DBE Participation Form
- ATTACHMENT 8 – DBE Good Faith Efforts Documentation Form
- ATTACHMENT 9 – Vendor DBE Payment Report
- ATTACHMENT 10 – E-verify Affidavit
- ATTACHMENT 11 – Contractor's Statement on Sub-Contractors
- ATTACHMENT 12 – Drug Free Workplace Program
- ATTACHMENT 13 – Contractor's and Lower Tier Participant's Reference Form
- ATTACHMENT 14 – Offer and Award
- ATTACHMENT 15 – Request for Waiver of Insurance Requirements



- ATTACHMENT 16 – Statement of No Proposal



SECTION 2: 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 such Proposer who is determined, by the PSTA, 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 Evaluation Committee to clarify points on their proposal.

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 Evaluation 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 Evaluation Committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by the Evaluation Committee.

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified proposals. The evaluation criteria shall include the following:

A) Firm And Staff Qualifications (30 Percent)

The evaluation will be based upon the technical qualifications and work experience of key personnel assigned to work with PSTA staff. This also includes the project team's past experience on similar projects. Beyond product and service history, the structure of the corporation, availability of corporate support, and the financial viability of the firm will be considered. Additionally, PSTA is seeking the ability of the Proposer to demonstrate a history of providing high quality customer service, as service quality is a vital review component.

B) Technical Approach (20 Percent)

The evaluation will be based upon the Proposer's compliance with and responsiveness to PSTA's Scope of Work (Section 4), as shown through technical materials submitted with the proposal, exceptions to the specification, etc. The ability of the Proposer to provide high quality customer service will be a significant factor in award.

C) Management Plan and Schedule (20 Percent)

The evaluation will be based upon how the firm will manage their responsibilities, schedule the work to be performed and work with PSTA personnel.

D) Price Structure and Disadvantaged Business Enterprise Participation (30 Percent)

The proposal should state the total price for each of the items in the Scope of Work. DBE participation is not mandatory but the Proposer will be required to make a good faith effort to utilize DBE subcontractors. If a portion of the services is to be subcontracted to a DBE, the Proposer must submit



for each subcontractor the information requested in Section 3.20. This good faith effort must be documented as part of the proposal.

PSTA's Evaluation Committee will consist of the following PSTA staff and outside representatives:

- Marketing Director – as advisor
- Communications Manager
- Maintenance Director
- Finance Dept.

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.

The interview 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 Evaluation Committee.

Following completion of the interview process, the Evaluation 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 Evaluation 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 3: INSTRUCTIONS TO PROPOSERS

3.1 PLANNED PROCUREMENT SCHEDULE

The following procurement schedule is planned for the Production, Installation and Removal of Graphics on Buses:

- Request for Proposal Release: 8/25/2014
- Pre-proposal Meeting: 9/11/2014
- Questions Due: 9/16/2014
- Responses to Questions Issued: 9/19/2014
- Proposals Due: 9/25/2014
- Oral Presentations (If necessary): 10/02/2014
- Board Approval Decision (Award): 10/22/2014

3.2 PRE-PROPOSAL MEETING

PSTA will conduct a pre-proposal meeting. 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.

3.3 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 Buyer 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 Buyer 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.

3.4 ORAL PRESENTATION

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

3.5 ADDENDUM TO RFP

If it becomes necessary to revise this RFP, an addendum will be provided to all participants having signed in at the pre-proposal meeting or those having expressed, in writing, an interest in providing a proposal.

3.6 TYPE OF CONTRACT

PSTA intends to award a firm, fixed price contract. The services of the Proposer will be based on the Statement of Work outlined in Section 4 of this RFP.



3.7 USE OF "PINELLAS SUNCOAST TRANSIT AUTHORITY" NAME IN CONTRACTOR ADVERTISING OR PUBLIC RELATIONS

PSTA reserves the right to review and approve any advertising copy related to this 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 Proposer's firm, service or product. In submitting a proposal, the Proposer agrees not to use the results therefrom as a part of any commercial advertising.

3.8 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. In the event PSTA rejects all proposals and concurrently provides notice of its intent to reissue, all proposals will be exempt from public record production until PSTA issues a notice of intended decision on the reissued request for proposals, or as otherwise provided by law.

3.9 PROPOSAL PROTEST PROCEDURES

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

- A) Right to Protest – Any interested party, 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/proposal tabulation or scores or after the issuance of the notice of PSTA’s decision or intended decision and shall file a formal written protest within ten days after the date of the Notice of Protest. The formal written protest shall state with particularity the basis of the protest, including the facts and law upon which the protest is based, and providing any supporting documentation. Failure to file a Notice of Protest or failure to file a formal written protest within the time periods set forth above shall constitute a waiver of protest.
- B) Providing a Bond – Any 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 Article. 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/proposers with a written determination of the protest within fifteen (15) days of receiving the formal written protest. The CEO’s or his/her designee’s decision is final. 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) Stay of Procurement During Protests – There shall be no stay of the bid/proposal process or the procurement during protests.
- E) Notice to Bidders – Bid tabulations or proposal scores with recommendations will be posted on a bulletin board maintained at PSTA’s principal place of business for purposes of posting bid tabulations or proposal scores. Upon receipt of a formal written protest, PSTA will give notice of the protest to all bidders/proposers, or if the bid/proposal already was awarded at the time the protest was filed with PSTA, only to the successful bidder/proposer. When a protest results in a delay of an award of the contract pending the disposition of the protest, the bidder(s)/proposer(s) whose bids/proposals might become eligible for award will be requested, before expiration of the time for acceptance of their



bids/proposals (with consent of sureties, if any) to extend the time for acceptance so as to avoid the need for re-advertisement and re-submittal.

3.10 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.

3.11 DURATION OF OFFER

All proposals shall remain in effect for a minimum of one-hundred eighty (180) days from the proposal opening date or scheduled date for receipt of proposals. Offers that allow less than one-hundred eighty (180) days for acceptance by PSTA will be considered non-responsive and will be rejected.

3.12 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.

3.13 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.

3.14 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. The 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 the Pinellas Suncoast Transit Authority upon debt or contract and is not defaulting as surety or otherwise, upon any obligation to the Pinellas Suncoast Transit Authority.
- F) No member, officer, or employee of PSTA during his tenure or for two years thereafter has any interest, direct or indirect, in this contract or the proceeds thereof.
- G) 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.

3.15 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.

3.16 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.

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.

3.17 WORK COMPLETION SCHEDULE

If Section 4 provides 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.

3.18 USDOT/FTA/FDOT CONCURRENCE FOR CONTRACT AWARD

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

3.19 DEBARMENT AND SUSPENSION (Does not apply to this RFP)

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 Proposal that exceeds \$25,000 or will have a critical influence on or a substantive control over the Services. 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.

3.20 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 for this Contract 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.



3.21 LOBBYING

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

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

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

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

3.22 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.

3.23 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.

3.24 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.



3.25 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

Proposals shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s).

3.26 ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

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

3.27 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 Provider, 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.

3.28 "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.



3.29 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.

3.30 CONTRACT

Upon award, Proposer agrees to be bound by and to execute the contract set forth in Section 5.

SECTION 4: STATEMENT OF WORK

4.1 GENERAL INFORMATION:

- A) This specification defines basic materials, fabrication methods and application procedures for exterior bus advertisements installed on PSTA vehicles. Ads currently offered include Back Attack (full back of bus), Half Side (one side of the bus, below the windows), Full Side (one full side of the bus), and Full Wrap (both full sides plus the full back of the bus).
- B) No deviation from this specification is permissible without written approval from PSTA.

4.2 MATERIALS REQUIRED:

- A) For "short term" installations lasting up to 12 months: 3M vinyl IJ46 with 8509 luster (roll lamination)
- B) For "long term" installations lasting longer than 12 months: 3M vinyl IJ180cv3 with 8519 luster (roll lamination)
- C) For any installations covering the bus windows: 3M mesh vinyl IJ8171 with 8518 luster (roll lamination)
- D) 3M approved inks

4.3 MANUFACTURING:

Posters shall be manufactured using procedures described in the appropriate instruction and product bulletins referred to in Specifications #4.2.

4.4 APPLICATION:

Posters shall be applied by 3M certified installers using methods and tools in accordance with the appropriate instruction and product bulletins referred in Specifications #4.2.

4.5 REMOVAL:

Posters shall be removed using the materials, methods and tools described in appropriate product and instruction bulletins referred to in Specifications #4.2.

4.6 PACKAGING:

Posters shipped to PSTA shall be packaged in substantial cartons which will protect against physical damage in shipping and handling, and against dirt or moisture contamination.

4.7 CERTIFICATION OF MANUFACTURING CONFORMANCE:

It is hereby certified that all posters supplied to PSTA shall be manufactured in accordance with the reference documents identified in Specifications #4. 2 and shall be replaced or repaired without cost if they fail to meet this specification.



4.8 ARTWORK:

Artwork will be provided by PSTA or the advertiser’s representative.

Templates shall be provided to PSTA by the contracted proposer.

4.9 VEHICLES:

PSTA has 35-foot and 40-foot transit buses, most of which are manufactured by Gillig.

4.10 AD SIZES:

Type	Approximate Size
Full Back	7 ft X 6 ft
King Kong	19 ft X 7.75 ft
Half Side	25-40 ft X 3.5 ft
Full Side	35-40 ft X 7.75 ft
Full Wrap	both sides plus back
SmartBus Mini Back	42 in X 20 in
Curbside Quarter Panel	12.5 ft X 3.5 ft
Trolley Half Side	35 ft X 3.5 ft
Trolley Back Attack	7 ft X 6 ft

4.11 WARRANTY:

Warranty shall be per Manufacturers Specifications for each vinyl type.

The Vendor is responsible for removal and replacement of materials that fail due to vendor error in either production or installation.

4.12 CATALOG WITH PRICING:

PSTA wants the vendor who is awarded this contract to come to our site and look at all of our units that need graphics on it and create a parts catalogue for replacement graphic material with pricing. PSTA needs the ability for the replaced graphics and the pieces to be ordered by part number.

4.13 REPORTS:

The Contractor is required to submit a report immediately following every installation that shows the vehicle number, ad size, ad description and photos.



SECTION 5: CONTRACT

AGREEMENT TO PROVIDE PRODUCTION, INSTALLATION AND REMOVAL OF GRAPHICS ON BUSES

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 N. , 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. RFP #14-010P for Production, Installation and Removal of Graphics on Buses on Monday, August 25, 2014; and

WHEREAS, Provider submitted a proposal to PSTA’s RFP on Thursday, September 25, 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 \$ _____.

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, PSTA’s Request For Proposals for Production, Installation and Removal of Graphics on Buses and all exhibits attached thereto including all duly executed and issued addenda (referred to herein as the “RFP” and attached hereto as **Exhibit A**), and Contractor’s Response to the RFP (attached hereto as **Exhibit B**). 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 Contractor’s Response
- 3. SCOPE OF SERVICES.** Contractor, at the direction of PSTA, shall produce, install and remove Graphics on Buses in accordance with the specifications, tasks, and scope of work set forth in the RFP (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”) November 1, 2014 and shall remain in effect for one year with four (4) renewal options, unless terminated sooner as set forth herein.



5. TERMS OF PERFORMANCE.

5.01 Representatives. Prior to the start of any Services, 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.

5.02 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.

5.03 Status Reports: Contractor shall submit written status reports to PSTA outlining the status of the Services to date throughout the term of this Agreement. Contractor is required to submit a report immediately following every installation that shows the vehicle number, ad size, ad description and photos. 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 upon expiration or termination of this Agreement, however terminated.

5.04 Reviews: Until the completion of the Services and the final payment therefore by PSTA, 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 the Services. The Parties agree that if either party deems it advisable to hold either a conference or any inspection of work in progress, all parties will be notified and may participate.

5.05 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 services 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. 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.

5.06 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 and Contractor’s 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 _____ in accordance with the amounts bid and set forth in Exhibit B. However, all payments to Contractor individually and in the aggregate shall not exceed _____ (\$ _____) (“Contract Total”). Payment shall be made only for work which is actually performed and approved by PSTA. Contractor shall submit monthly invoices to PSTA no later than the fifteenth (15) day of the month immediately following the month in which the work or



services were completed. PSTA will make payment within forty-five (45) 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
3201 Scherer Drive
St. Petersburg, Florida 33716
Or e-mail invoices 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.

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.

7.02 Written Change Orders. 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 Contract Total or give Contractor any claim for monies in addition to the Contract Total. 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 Contract Total, the written notice shall state in all capital, bold letters that PSTA's written order would result in an increase in the Contract Total. Such notice must be submitted and approved by PSTA's Board of Directors prior to performing any work in accordance with the written order or changes made by PSTA. Upon receipt of such notice, PSTA will endeavor to make such adjustments as are appropriate and equitable. Failure to agree to any adjustment shall be a dispute within the meaning of Section 39. Disputes, Breaches, Defaults, or other Litigation.

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

7.04 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 and prior approval by PSTA's Board of Directors.

7.05 Representative. The PSTA Project Manager, Chief Financial Officer, or CEO are the only PSTA representatives authorized to make changes within this Section, and only if such change does not increase the Contract Total. 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, or any instruction that would increase the Contract Total without prior approval of PSTA's Board of Directors 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 services 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.

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, subject to the following provisions:

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 Subcontractor. 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 subcontractor, 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 Provision for Other Agencies. Unless otherwise expressly stated by Contractor in Contractor's Response, Contractor agrees to make available to all government agencies, departments, authorities, and municipalities the proposal prices submitted in response to the RFP should any said governmental entity desire to buy under this proposal. Eligible users shall mean and include all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, transit authorities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.



10. DELAY IN PERFORMANCE/FORCE MAJEURE.

10.01 Time of the Essence. The timely receipt of services and deliveries to PSTA is essential. If the Services and all deliverables 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 delivery of the Services, 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 No Damages for Delay. Notwithstanding anything contained herein to the contrary, costs caused by delay in delivery of supplies or for any other reason shall be borne solely by Contractor. Contractor shall not be entitled to any claim for damages as a result of delay.

10.05 Notification. Contractor will notify PSTA as soon as Contractor has, or should have, knowledge that an event has occurred which will delay completion of the Services. 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 13(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. Disputes arising in the performance of this Agreement, which are not resolved by amicably by the Parties, shall 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.

12.04 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. The parties recognize that Contractor is an independent Contractor. Contractor agrees to assume liability for and indemnify, hold harmless, and defend PSTA, its board members, officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, whether or not due to or caused by the negligence of PSTA, its board members, officers, employees, agents, and/or attorneys excluding only the sole negligence of PSTA, its officers, employees, agents, and attorneys. This includes claims made by the employees of Contractor against PSTA, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by PSTA in the enforcement of this indemnification provision. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which PSTA is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

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.

Before beginning work (including pre-staging personnel and material), the Contractor shall obtain insurance at his expense. Delays in commencement due to failure to provide satisfactory evidence shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work commenced as scheduled. In the event the Contractor has Subcontractors perform any portion of the work in this contract, either the Contractor shall name those Subcontractors as “additional insurers” or each Subcontractors shall be required to have the same insurance requirements as the Contractor. Insurance must be maintained throughout the entire term. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced. Delays in completing work resulting from failure of the Contractor to maintain insurance shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work had not been suspended. Coverage shall be provided by a company (ies) authorized to do business in the State of Florida. The company (ies) must maintain a minimum rating of A- as assigned by AM Best. If the Contractor has been approved by the State Department of Labor, as an authorized self-insurer for Workers’ Compensation, PSTA shall recognize and honor such status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor’s Excess Insurance Program. If the Contractor participates in a self-insurance fund, updated financial statements may be required upon request. The Contractor shall provide to PSTA’s Purchasing Division satisfactory evidence of the required insurance, either:

- A Certificate of Insurance with an insurance endorsement or
- A Certified copy of the actual insurance policy.

PSTA, at its sole option, has the right to request a certified copy of policies required by this contract. **Certificate of Insurance and policies must specify they are not subject to cancel, non-renewal, material change, or reduce coverage unless at least 30 days notice is given to PSTA.** The acceptance and approval of the Contractor’s Insurance shall not be construed as relieving the Contractor from liability or obligation assumed under this contract or imposed by law. PSTA, its employees and officers, will be included as “Additional Insured” on all policies, except Workers’ Compensation.

Requirements – Commercial General Liability with, at minimum:

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

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

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



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

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

Workers’ Compensation – Prior to beginning work, Contractor shall obtain Workers’ Compensation Insurance with limits sufficient to meet Florida Statute 440. Contractor shall maintain throughout, Employers’ Liability Insurance with limits no less than:

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

15. MISCELLANEOUS PROVISIONS.

15.01 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.

15.02 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.

15.03 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
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.

15.04 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.

15.05 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.

15.06 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.

15.07 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.

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

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

CONTRACTOR:

PSTA:

By: _____
Duly Authorized Designee

By: _____
Brad Miller, CEO

WITNESS:

Approved as to form:

By: _____

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

YEAR ONE FY 2014/2015:
35 Foot Bus

Ad Size	Print Short Term	Print Long Term	Install/Remove	All Inclusive (print, install, and remove) Short Term	All Inclusive (print, install, and remove) Long Term
Full Back					
Half Side					
Full Side					
Full Wrap					
King Kong					
Curbside Quarter Panel					
SmartBus Mini Back					
Trolley Half Side					
Trolley Back Attack					

Discount for 5-10 ads _____ %
Discount for 11-20 ads _____ %
Discount for 20+ ads _____ %

40 Foot Bus

Ad Size	Print Short Term	Print Long Term	Install/Remove	All Inclusive (print, install, and remove) Short Term	All Inclusive (print, install, and remove) Long Term
Full Back					
Half Side					
Full Side					
Full Wrap					
King Kong					
Curbside Quarter Panel					
SmartBus Mini Back					
Trolley Half Side					
Trolley Back Attack					



Discount for 5-10 ads _____ %
Discount for 11-20 ads _____ %
Discount for 20+ ads _____ %

Signed: _____

Printed Name: _____ Title: _____

Date: _____ Telephone: _____ E-Mail: _____

For (Company): _____ Address: _____



ATTACHMENT 3 - Continued
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 as listed below in accordance with the specifications on file with the Pinellas Suncoast Transit Authority, 3201 Scherer Drive, FL 33716, which have been carefully examined and attached hereto.

YEAR TWO FY 2015/2016:
35 Foot Bus

Ad Size	Print Short Term	Print Long Term	Install/Remove	All Inclusive (print, install, and remove) Short Term	All Inclusive (print, install, and remove) Long Term
Full Back					
Half Side					
Full Side					
Full Wrap					
King Kong					
Curbside Quarter Panel					
SmartBus Mini Back					
Trolley Half Side					
Trolley Back Attack					

Discount for 5-10 ads _____ %
Discount for 11-20 ads _____ %
Discount for 20+ ads _____ %

40 Foot Bus

Ad Size	Print Short Term	Print Long Term	Install/Remove	All Inclusive (print, install, and remove) Short Term	All Inclusive (print, install, and remove) Long Term
Full Back					
Half Side					
Full Side					
Full Wrap					
King Kong					
Curbside Quarter Panel					
SmartBus Mini Back					
Trolley Half Side					
Trolley Back Attack					



Discount for 5-10 ads _____ %
Discount for 11-20 ads _____ %
Discount for 20+ ads _____ %

Signed: _____

Printed Name: _____ Title: _____

Date: _____ Telephone: _____ E-Mail: _____

For (Company): _____ Address: _____



ATTACHMENT 3 - Continued
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 as listed below in accordance with the specifications on file with the Pinellas Suncoast Transit Authority, 3201 Scherer Drive, FL 33716, which have been carefully examined and attached hereto.

YEAR THREE FY 2016/2017:
35 Foot Bus

Ad Size	Print Short Term	Print Long Term	Install/Remove	All Inclusive (print, install, and remove) Short Term	All Inclusive (print, install, and remove) Long Term
Full Back					
Half Side					
Full Side					
Full Wrap					
King Kong					
Curbside Quarter Panel					
SmartBus Mini Back					
Trolley Back Side					
Trolley Back Attack					

Discount for 5-10 ads _____ %
Discount for 11-20 ads _____ %
Discount for 20+ ads _____ %

40 Foot Bus

Ad Size	Print Short Term	Print Long Term	Install/Remove	All Inclusive (print, install, and remove) Short Term	All Inclusive (print, install, and remove) Long Term
Full Back					
Half Side					
Full Side					
Full Wrap					
King Kong					
Curbside Quarter Panel					
SmartBus Mini Back					
Trolley Half Side					
Trolley Back Attack					



Discount for 5-10 ads _____ %
Discount for 11-20 ads _____ %
Discount for 20+ ads _____ %

Signed: _____

Printed Name: _____ Title: _____

Date: _____ Telephone: _____ E-Mail: _____

For (Company): _____ Address: _____



ATTACHMENT 3 - Continued
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 as listed below in accordance with the specifications on file with the Pinellas Suncoast Transit Authority, 3201 Scherer Drive, FL 33716, which have been carefully examined and attached hereto.

YEAR FOUR FY 2017/2018:
35 Foot Bus

Ad Size	Print Short Term	Print Long Term	Install/Remove	All Inclusive (print, install, and remove) Short Term	All Inclusive (print, install, and remove) Long Term
Full Back					
Half Side					
Full Side					
Full Wrap					
King Kong					
Curbside Quarter Panel					
SmartBus Mini Back					
Trolley Half Side					
Trolley Back Attack					

Discount for 5-10 ads _____ %
Discount for 11-20 ads _____ %
Discount for 20+ ads _____ %

40 Foot Bus

Ad Size	Print Short Term	Print Long Term	Install/Remove	All Inclusive (print, install, and remove) Short Term	All Inclusive (print, install, and remove) Long Term
Full Back					
Half Side					
Full Side					
Full Wrap					
King Kong					
Curbside Quarter Panel					
SmartBus Mini Back					
Trolley Half Side					
Trolley Back Attack					



Discount for 5-10 ads _____ %
Discount for 11-20 ads _____ %
Discount for 20+ ads _____ %

Signed: _____

Printed Name: _____ Title: _____

Date: _____ Telephone: _____ E-Mail: _____

For (Company): _____ Address: _____



ATTACHMENT 3 - Continued
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 as listed below in accordance with the specifications on file with the Pinellas Suncoast Transit Authority, 3201 Scherer Drive, FL 33716, which have been carefully examined and attached hereto.

YEAR FIVE FY 2019/2020:
35 Foot Bus

Ad Size	Print Short Term	Print Long Term	Install/Remove	All Inclusive (print, install, and remove) Short Term	All Inclusive (print, install, and remove) Long Term
Full Back					
Half Side					
Full Side					
Full Wrap					
King Kong					
Curbside Quarter Panel					
SmartBus Mini Back					
Trolley Half Side					
Trolley Back Attack					

Discount for 5-10 ads _____ %
Discount for 11-20 ads _____ %
Discount for 20+ ads _____ %

40 Foot Bus

Ad Size	Print Short Term	Print Long Term	Install/Remove	All Inclusive (print, install, and remove) Short Term	All Inclusive (print, install, and remove) Long Term
Full Back					
Half Side					
Full Side					
Full Wrap					
King Kong					
Curbside Quarter Panel					
SmartBus Mini Back					
Trolley Half Side					
Trolley Back Attack					



Discount for 5-10 ads _____ %
Discount for 11-20 ads _____ %
Discount for 20+ ads _____ %

Signed: _____

Printed Name: _____ Title: _____

Date: _____ Telephone: _____ E-Mail: _____

For (Company): _____ Address: _____



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 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 6
**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 SERVICES.



ATTACHMENT 7
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%.

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

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

OR

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

OR

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

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

 Company Name

 Authorized Individual's Name (Print)

 Authorized Signature

 Date

 Title



ATTACHMENT 8
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 9
 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) <input type="checkbox"/> Construction <input type="checkbox"/> Service <input type="checkbox"/> Professional <input type="checkbox"/> 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 10
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 11
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 12
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:

Reference #2:

Company: _____

Company: _____

Address: _____

Address: _____

Phone/Fax #: _____

Phone/Fax #: _____

Contact: _____

Contact: _____

E-Mail: _____

E-Mail: _____

Reference #3:

Reference #4:

Company: _____

Company: _____

Address: _____

Address: _____

Phone/Fax #: _____

Phone/Fax #: _____

Contact: _____

Contact: _____

E-Mail: _____

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 13
OFFER & AWARD
(Required with proposal submittal)

OFFER:

By execution below, Contractor hereby offers to furnish, install and remove Graphics 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 14
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 15
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 #14-010P 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 "Bidders 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 Bidders List for the Pinellas Suncoast Transit Authority.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title