

**REQUEST FOR PROPOSAL
RFP # 17-031P
Waste Management and Recycling Services**



**Pinellas Suncoast Transit Authority
Procurement Division
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SUBMIT PROPOSAL TO:	Pinellas Suncoast Transit Authority c/o Eric Haubner Attn: RFP No. 17-031P 3201 Scherer Drive St. Petersburg, FL 33716	REQUEST FOR PROPOSAL RFP No. 17-031P Waste Management and Recycling Services
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Contact Person: Eric Haubner, Purchasing Agent II, EHaubner@PSTA.net

Procurement Schedule:

Issue Date: March 31, 2017
Non-Mandatory Pre-Proposal Meeting: April 6, 2017 9:00 a.m. EST
Deadline for Questions: April 12, 2017 2:00 p.m. EST via email
Response to Questions: April 14, 2017 (Tentative)
Proposal Due: April 28, 2017 2:00 p.m. EST
Short List Evaluation: May 8, 2017 (Tentative)
In-Person Interviews for Short-Listed Firms: May 16, 2017 (Tentative)
Board Approval: June 28, 2017 (Tentative)

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

Duration of Offer: All Proposals shall remain in effect for a minimum of one hundred twenty (120) days from the Proposal opening date. **Offers that allow less than one hundred twenty (120) days for acceptance by PSTA will be considered non-responsive and will be rejected.**

Non-Mandatory Pre-Proposal Meeting: All interested Proposers are invited to attend the Pre-Proposal meeting. The meeting will be held at the above address in the main Administration building. Questions may be discussed with Pinellas Suncoast Transit Authority Representatives at this meeting. Oral explanations provided by PSTA will not be binding until they are produced in writing by PSTA and issued as an Addendum. Only questions submitted in writing will be considered as possible Addendum items.

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

Number of copies required: One (1) original, seven (7) copies and one (1) CD or USB shall be enclosed and sealed in envelope(s) with the Proposer’s official name. **The original Proposal must be clearly marked as “Original”.**

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



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SECTION 1: INTRODUCTION

Profile of the Authority

Pinellas Suncoast Transit Authority (PSTA or the Authority) was created in 1984 via a merger of the St. Petersburg Municipal Transit System and the Central Pinellas Transit Authority to provide Pinellas County with a cohesive public transit system. A fleet of 210 buses and 16 trolleys serve 39 routes throughout Pinellas County.

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

The Authority serves most of the unincorporated area and 21 of the County's 24 municipalities. This accounts for 98% of the County's population and 97% of its land area. The cities of St. Pete Beach, Treasure Island, Kenneth City, Belleair Beach, and Belleair Shore are not members of the Authority; however, St. Pete Beach and Treasure Island do contract for trolley service.

During fiscal year 2016, PSTA's vehicles traveled a total of 8.1 million revenue miles, providing approximately 561,477 hours of service, and 13.4 million passenger trips.

Officials

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

Services and Service Delivery

The Authority provides virtually all public transportation services in this area. These services include fixed route, demand response, and specialized services. The Authority maintains over 4,906 bus stops, 691 shelters, 14 transfer hubs, 4 customer service centers, and a fleet of 207 buses. Persons with disabilities who are unable to use regular bus service may be eligible for an ADA paratransit specialized service or Demand Response Transportation (DART). Since DART offers vehicles that are equipped with wheelchair lifts they are accessible to passengers in both wheelchairs and electric carts. DART service is a complement to the Authority's fixed routes with service available to certified customers during the same days and hours as the fixed route bus service at a fare of not more than twice the regular bus fare.



SECTION 2: SCOPE OF WORK

INTRODUCTION: Pinellas Suncoast Transit Authority (PSTA) is soliciting proposals from qualified Proposers to provide Waste Management and Recycling Services for its locations in Pinellas County Florida. This Request For Proposal identifies the services to be provided by qualified Proposers.

PSTA intends to contract with Proposers to provide Waste Management Services and Recycling Services. PSTA may elect to award one contract for Waste Management Services and one contract for Recycling Services.

- Proposer shall collect, transport, and dispose of solid waste from PSTA's locations in Pinellas County, Florida.
- Proposer shall collect and transport PSTA's recyclables to a suitable materials recovery facility.
- Proposer shall process and market recyclables collected from PSTA.

PSTA is seeking Proposers to provide Waste Management and Recycling Services in an environmentally sound, economically viable and socially responsible manner within Pinellas County, Florida. The services shall include containers, ancillary equipment, refuse collection, refuse disposal, and necessary permits/licenses to provide refuse services. The Proposers shall ensure that the current and future collection needs are in accordance with all current laws and regulations.

GENERAL: The successful Proposers shall provide appropriate sizes and quantities of containers for each respective waste and recyclable as described in this RFP. The Proposers shall furnish all labor, equipment, materials, tools, insurance, supervision, and any other incidental items in order to provide the required services. For waste that will not be recycled (i.e. refuse), the Proposers shall transport waste to a location that is required by Pinellas County Government standards and requirements. At a minimum, the Proposer shall perform the below services:

- a) Dumpster collection, transportation, and disposal of garbage and solid waste from PSTA's site locations.
- b) Provide roll-off containers, delivery, collection, transportation and disposal services as requested.
- c) Provide collection, transportation, and disposal of compacted solid waste from compactor(s).
- d) Provide account representative for managing the relationship, invoicing, and reporting.

Collections Containers: The collection containers shall be provided by the Proposer for Waste Management and Recycling Services. Proposer shall determine the appropriate containers and shall modify if the need arises. PSTA reserves the right to request the Proposer to relocate, add, or remove external collection containers at any of its site locations. The costs for providing such services shall be included in the proposed collection cost. PSTA shall notify the Proposers of its intent to add Recyclable Material (RM) categories to the collection system at least thirty (30) days in advance of implementing the new materials.

REQUIREMENTS:

- 1) **Hours of Operations:** PSTA recommends the Proposer to perform waste collection activities between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday weekly; however, PSTA is flexible with the collection times and is willing to work with the successful Proposer upon award of Contract. Additional collections may be requested at the discretion of PSTA.
- 2) **Weight Scales:** The Proposer shall provide in their Proposal their method of calculating the weight of each load.
- 3) **Vehicles:** The Proposer shall maintain its collection vehicles in conformance with the requirements of the Florida Department of Transportation and the Florida Department of Environmental Protection.

COLLECTION CONTAINER SUPPLY AND MAINTENANCE: The Proposer shall provide a least one (1) dumpster collection container at PSTA Administrative Facility. The Proposer shall maintain sufficient spare dumpster



collection containers to replace any and all dumpsters that have been supplied by the Proposer for maintenance and other repairs.

DAMAGES: The Proposer shall repair or replace any property item damaged by the Proposer resulting from collection operations upon request from PSTA and at no additional cost to PSTA. The Proposer shall report any damages to PSTA’s Director of Maintenance on the same working day as the damage is observed or caused.

Section 2.0 Site Locations

The locations for the below described services are: Please note: Recycling Services will not be required at the below locations in the beginning of the contract.

1. **PSTA Administration Building**
3201 Scherer Drive North
St. Petersburg, FL 33716

2. **PSTA Operations Building**
3101 Scherer Drive North
St. Petersburg, FL 33716

3. **Park Street Terminal**
525 Park Street
Clearwater, FL 33756

4. **Grand Central Station**
3180 Central Avenue
St. Petersburg, FL 33756

5. **Pinellas Park Transfer Center**
3801 70th Avenue North
Pinellas Park, FL 33781

Section 2.1 Waste Disposal Scope of Services

CURRENT CONDITION: PSTA currently disposes of the below non-toxic and toxic materials:

Type of Waste/Recyclable	Container Type	Container Quantities	Estimated Frequency of Collection
General Office (includes non-recyclables and potential recyclables)	Desk garbage cans	170	Serviced Daily In house
	Larger garbage cans	30	Will be serviced weekly In house
Paper (secure shredding)	32-gallon bins	7	As needed
Cardboard	PSTA currently owns a cardboard bailer	1	As needed. Currently 8 bales twice per year
Glass	15-yard open container (roll off)	1	Once every four months
Aluminum/Plastic	Not measured	N/A	N/A
Metal	30-yard open container (roll off)	1	As needed. Currently about every other month



Fluorescent Bulbs	Palletized		Annually
Appliances (appliances with CFCs)	N/A		1 to 2 Annually

PROPOSED PSTA REQUIREMENTS:

Solid Waste Compactor:

30-yard self-contained compactor for solid waste service on an on-call basis (Quantity = 1)

Metal Recycling:

30-yard open top container for recyclable metals only (Quantity = 1)

Glass (Windshields):

15-yard open container (Quantity = 1)

Office Recycling Services

Desk garbage cans (Quantity = 170)

Larger garbage cans (Quantity = 30)

Paper Secure Shred Bins

32-gallon bins (Quantity = 7)

Section 2.2 Recycling Services Scope of Work

OVERVIEW: PSTA is requesting Proposals for Recycling services. PSTA is seeking Proposers who will partner with PSTA and be proactive in managing recyclables in the most cost-effective manner. PSTA will established a contract for the collection, processing and marketing of Recyclable Materials (RM) collected at various PSTA site locations. RM must be collected in a single stream. The successful Proposers will be the driving force behind increased diversion – working in partnership with PSTA staff to establish program goals and system efficiency.

Note: PSTA currently does not have a Recycling Program. We do not have historical data. This will be considered a new service for PSTA. Proposers shall take this into consideration and provide the minimum requirements for our Recycling Program.

GREEN, ECO-FRIENDLY, SUSTAINABLE INITIATIVES: PSTA wishes to implement efficient and effective methods of recycling in the most “green, ecofriendly, sustainable” fashion.

The successful Proposer shall meet the following objectives:

1. Assist PSTA in developing a Recycling Program and assist PSTA in increasing diversion (reduce, reuse, and recycle/compost).
2. Optimize current recycling service to reduce overall waste management system costs.
3. Develop a detailed tracking, reporting, and invoicing solution.

Annually, PSTA generates on average approximately 20 tons of waste and 30 tons of recyclable metals (carbon steel, stainless steel and aluminum).



COLLECTION SERVICES:

- The Proposer shall collect RM for PSTA's site locations on a regular collection schedule or on-call basis as mutually agreed to be the most efficient. Collection frequencies may require adjustment during period of high volume. The Proposer shall provide PSTA twenty-four (24) hours' notice if it is unable to comply with a schedule collection.
- For on-call or unscheduled collection, if notified by PSTA of the need for collection service prior to noon, the Proposer shall service the collection container before the end of the next business day. In emergency situations, the Proposer shall service the collection container as soon as possible.
- The Proposer shall remove, at no additional cost to PSTA, spillage generated by the Proposer as a result of servicing the recycling collection containers and place in the appropriate containers.
- All of the Proposer's vehicles shall be maintained in good working order and shall be constructed, operated and maintained so as to reduce unnecessary noise, spillage and odor. PSTA shall have the right to inspect vehicles at any time during the term of this contract, and the Proposer shall comply with all reasonable requests by PSTA relative to the maintenance and repair of said vehicles. PSTA may order any vehicle used in the performance of the contract out of service if the vehicle is not maintained in accordance with the requirements this RFP. In such event, the Proposer shall replace vehicle, at its sole cost and expense, with a vehicle that satisfies the requirements this RFP.

RECYCLABLES PROCESSING: The Proposer shall describe the facility intended to be used to sort, process, and store recyclable materials prior to marketing. These facilities shall be limited to properly license and permitted recyclable materials processing facilities designed and built specifically for the receiving, sorting, processing, and storing of recyclable materials.

ITEMS TO BE RECYCLED AND PROCESSED: The Proposal shall include collection and processing of the following items:

- a) **Fibers:** newsprint and inserts, corrugated cardboard, magazines and brochures, chip board products, paperboard (cereal) boxes, copy/computer paper, phone books, junk mail, catalogs, color inserts, white and color paper, school paper, file folders, shredded paper, envelopes, and hard and soft cover books.
- b) **Glass, Metal, Fluorescent Bulbs, and Plastic Containers (Office building):** including clear, green and amber glass, tin cans, aluminum cans, aluminum foil, aluminum pots and pans, small metals, empty aerosol cans, plastic bottles or containers, and plastic juice and milk containers.
- c) **Industrial Metal: example:** carbon steel, stainless steel and aluminum.

PSTA will not be required to pre-crush recycled cans or other recyclable materials. The Proposer or PSTA may propose, at any time during period of performance, to add additional recyclable materials. Inclusion of additional materials requires consent by both PSTA and the Proposer.

GENERATED WASTES: The Proposer shall be responsible for waste residue associated with recycling collection and costs associated with its disposal.

RECYCLABLE MATERIALS MARKETING/SALES: Proposer shall be responsible for marketing and sales of recyclable materials collected as part of this Contract.

- The Proposer shall process or have processed all RM that have been collected at a properly permitted (Florida Department of Environmental Protection) material recovery facility.
- The Proposer shall market or have marketed all RM defined in this RFP that have been recovered from a PSTA site location.



- The Proposer shall provide PSTA input on the ability to accept proposed additional materials to be included as RM. The Proposer shall also review and provide comments and agree to any revenue share impacts that the additional materials may have.
- The Proposer shall present in their Proposal opportunities to share revenue generated from the sale of RM collected.
- The Proposer is responsible for disposal, at no additional cost to PSTA, of processing residue and contaminants included in the RM collected. Contaminants could include, but not be limited to, other materials not defined as RM. Contaminants must be disposed of at a permitted facility.
- The Proposer shall not dispose of any RM collected, other than contaminants and processing residue, without the express written consent of PSTA.

MANAGEMENT OF RECYCLABLES: The successful Proposers will manage all designated Recycling streams from PSTA facilities including metal, and cardboard, etc. This includes all regularly generated recyclables.

PROPOSED PROGRAM IMPLEMENTATION: PSTA proposes the following phased approach in contracting with the selected service provider to implement the required Scope of Work.

Services Implementation

Proposer shall provide the following at the onset of the program implementation.

Solid Waste Compactor:

30-yard self-contained compactor for solid waste service on an on-call basis (Quantity = 1)

Metal Recycling:

30-yard open top container for recyclable metals only (Quantity = 1)

Paper Secure Shred Bins

32-gallon bins (Quantity = 7)

Additional Services

On a periodic basis, the successful Proposer will also be asked to provide or coordinate disposal of occasional waste streams such as used computers/e-waste, fluorescent ballasts, batteries, office equipment and supplies, or spikes in waste due to construction/demolition or natural disasters. These services are apart from the base Proposal and will be reimbursed by PSTA under a separate purchase order. This type of work may be competitively bid at the sole discretion of PSTA.

Environment, Safety, and Confidentiality Issues

The Recycling program must comply with all applicable federal, state, local regulations, and PSTA's policies in relation to the requested Scope of Work. Proposers to describe its environmental and safety programs that apply to managing risks associated with waste and recycling functions.

Subcontracting

It is understood that the primary Proposer responding to this Request for Proposal may not have the capability to undertake all the tasks outlined. The successful Proposer may develop agreements with subcontractors in order to provide and manage the full Scope of Work requested by PSTA. The Recycling Proposer has full responsibility for the coordination of the Subcontractor's work and their compliance with all federal, state, and local regulations and ordinances. Proposer shall state if you intend to team on the proposed Scope of Work and identify any subcontractors you intend to use as they must be approved by PSTA.



Service Requirements

The estimated number of container pulls identified in listed in this RFP is a general guide for Proposal purposes only and actual service level may increase or decrease depending upon the volume. Proposers are hereby advised that PSTA staff will be involved in the new program but the successful Proposer will be the driving force in identifying opportunities to manage waste at the highest level of the solid waste hierarchy. This should include assistance with improving staff and facilities-led programs and developing new programs, all with a goal of minimizing waste to the landfill.

Recycling Diversion Activities

PSTA is seeking a Recycling program that delivers the following minimum outcomes:

- Reduce waste through preventative upstream measures
- Aid in the development of other waste and cost-reduction initiatives
- Maintain existing waste service levels for a seamless program transition
- Provide full documentation of materials handled through a monthly or quarterly reporting



SPECIAL CONDITIONS

Permits

The Proposer shall be responsible for all permits, fees, and licenses required by any government entity or agency for the handling and transportation of waste materials as described in the Scope of Work and shall be a part of the Proposal, unless otherwise noted in the RFP, if applicable.

Spillage and Leakage

During transport, all materials shall be contained, covered and enclosed so that spilling and leakage of materials does not occur. Successful Proposer shall be responsible for the cleanup of any spillage or leakage from its vehicles. Successful Proposer shall perform all clean-ups of any spillage or leakage from its vehicles within two (2) hours of the spillage or leakage. Successful Proposer shall not leave the spill or leak from its vehicles unattended. Successful Proposer will carry absorbent to clean up liquid and hydraulic spills or leaks on all trucks. If a spill or leak leaves a stain on a roadway, building, or other similar surface caused by successful Proposer, Proposer will use all reasonable means available to remove the stain and restore the facility to the satisfaction of PSTA's Director of Maintenance.

Invoicing/Data Information Systems/Performance Targets

PSTA may consider the Proposer's ability to provide accurate information on volumes of waste and recyclables. The successful Proposers will be expected to supply PSTA with regular information so that PSTA can work with the Proposer to target activities to increase opportunities for recycling.

Invoicing and Reports

Proposer Proposal shall commit to monthly billing requirements and quarterly reports specified below and make recommendations on additional reporting elements.

- **Monthly Invoicing:** Invoices must include the number of times service is performed and the material hauled (e.g., recyclables, trash, or co-mingled waste). Any extra costs for additional services (e.g., one-time roll-offs) must be similarly itemized. State your ability to have a single, itemized invoice for all. Proposer must provide a sample invoice and/or sample template they would propose to use.
- **Quarterly Reports:** At a minimum, the Proposer shall provide reports for collection, recycling, and processing for all waste and recyclables. A monthly and annual summary is required. The Proposer shall report on material volume and weight of waste and recyclables. If estimates are used, the Proposer shall document assumptions regarding density of materials and estimated volume of material serviced. The reports should also include the facility names used for final deposition of all materials. State your ability to submit annual reports electronically and in what form the reports will be sent. Excel is recommended by PSTA.
- The Proposer's performance including recycling rate and cost savings will be tracked. Thus, reports should include disposal costs and any cost savings documented for revenues received from recyclables. Include in your Proposal any other information you would suggest in monthly and annual reports, including metrics, to assist PSTA.

Compensation

- 1) **Collection:** PSTA shall compensate the Proposer for its collection services based upon the number of roll-off and dumpster collection containers pulled during a calendar month and the rates stated in Attachment Form 3. The collection service fee shall include the cost of collecting, processing and marketing the RM.
- 2) **Container Equipment:** PSTA shall compensate the Proposer for providing recyclable services as described in this RFP. The rates shall be listed in the Attachment Form 3.



Proposer shall list all cost on Attachment Form 3 to represent the entire cost to perform the services outlined in this RFP, which includes all fees, permits, and any other costs.

Fuel surcharges associated with performing the services in accordance with this Scope of Work shall be stated in the per pull charge, if applicable.



SECTION 3: GENERAL PROPOSAL REQUIREMENTS

3.1 MINIMUM QUALIFICATIONS OF PROPOSERS

Minimum Standards: Proposer should meet the following requirements:

- Should have been in business a minimum of five (5) years.
- Proposer shall or have the ability to be licensed to do business in the State of Florida by contract execution.
- Ability to meet PSTA's insurance requirement for minimum amounts of insurance: commercial general liability insurance and professional (errors and omissions). Proposer selected for award must be able to provide a copy of Certificates of Insurance evidencing coverage as required. Policies other than Worker's Compensation shall be issued only by companies authorized to conduct business in the State of Florida.

PSTA shall make such investigations as deemed necessary to determine ability of Proposer to perform the work and Proposer shall furnish to PSTA all such information and data for this purpose that PSTA may request.

PSTA reserves the right to reject the Proposal of any Proposer, who has previously failed to perform properly, or to complete on time, contracts of similar nature; who is not in a position to perform required services, or who has habitually and without cause neglected payment of bills or otherwise disregarded obligations to a subcontractor, supplier, or their employees.

3.3 PUBLIC MEETINGS

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

3.4 COMPLIANCE WITH SOLICITATION REQUIREMENTS

- A. Each Proposal should meet the requirements specified in this solicitation.
- B. Failure to submit the required forms and information in the manner specified may result in the Proposal being found non-responsive, at the sole discretion of PSTA.
- C. Proposals failing to demonstrate the stated minimum qualifications may be deemed non-responsive, at the sole discretion of PSTA.
- D. PSTA objects to and shall not consider any additional terms or conditions submitted by a Proposer, including documents attached to the Proposal. In submitting its response, Proposer agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, may be grounds for rejecting a Proposal.

3.5 ADDITIONAL INFORMATION

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

3.6 LOBBYING/ CONTACTS WITH PSTA STAFF AND PSTA BOARD (Cone of Silence)

- A. After the issuance of the solicitation, prospective Proposers or any agent, representative or person acting at the request of such Proposer shall not contact, communicate with or discuss any matter



relating in any way to the solicitation with any officer, agent or employee of PSTA, including members of evaluation committees including, PSTA Board Members, members outside of PSTA, other than the Purchasing Agent's named in the solicitation. Failure to comply with this provision may result in the disqualification of the Proposer, at the option of PSTA.

- B. Notwithstanding the forgoing, during the negotiation period, Proposer may communicate with those members of PSTA staff, Proposers, or third parties designated by PSTA's Director of Procurement.
- C. Lobbying of any PSTA board member, officer, evaluation committee member, employee, agent or attorney by a Proposer, any member of the Proposer's staff, any agent or representative of the Proposer, whether compensated or not, or any person employed by any legal entity affiliated with or representing the Proposer shall be prohibited. Lobbying is strictly prohibited from the date of the advertisement or on a date otherwise established by the PSTA Board of Directors, until an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded. Nothing herein shall prohibit a Proposer from contacting the Procurement Division to address situations such as clarification and/or questions related to the procurement process or protest. PSTA Chief Executive Officer shall deem any Proposer who violates the provisions of this Paragraph non-responsible and non-responsive, and the Proposer's Proposal shall not be considered by the evaluation committee or the Board of Directors. Any board member, officer, evaluation committee member, employee, agent or attorney who has been lobbied shall immediately report the lobbying activity to the Chief Executive Officer.

3.7 APPLICABLE LAWS

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

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

3.8 MATHEMATICAL ERRORS

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

3.9 SOLICITATION EXPENSES

Proposers shall bear all costs and expenses incurred preparation of Proposal or Proposals in response to this solicitation, or to procure or contract for goods or services. Proposer shall be responsible for all costs incurred as part of their participation in this process.

3.10 OWNERSHIP AND FORMAT OF WORK PRODUCT

All plans and specifications developed under any contract resulting from this solicitation shall become the property of PSTA and may not be re-used by the Proposer without PSTA's permission, if applicable. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of PSTA unless stated otherwise in the contract.



3.11 ROYALTIES AND PATENTS

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

3.12 SEALED PROPOSALS

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

3.13 LATE PROPOSALS or WITHDRAWAL OF PROPOSALS

- A. Any Proposal received at PSTA office 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. Modifications in writing received prior to the time set for the Proposal opening will be accepted, however will not be considered if received after the time set.
- C. A Proposal may be withdrawn by the Proposer or their authorized representative, provided their identity is made known and a receipt is signed for the Proposal or written authorization provided, and only if the withdrawal is made prior to the time specified for receipt of Proposals.

3.14 PUBLIC RECORDS

All Proposals submitted are public records subject to production unless specifically exempt by Florida Statutes. Proposals which contain information that is "trade secret" as defined in Section 812.081, Florida Statutes, or otherwise exempt from Chapter 119, Florida Statutes shall be designated as such and the trade secret or exempt information shall be explicitly identified. Any information marked as "trade secret" or exempt may be produced in response to a public records request if PSTA determines that the information does not meet the definition of "trade secret" in Section 812.081 and is not exempt from Chapter 119, Florida Statutes.

3.15 INTERPRETATION OF RFP DOCUMENTS

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



3.16 ADDENDUM TO RFP

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

3.17 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.

The Proposals shall:

- Contain concise written materials that enable the reviewer to clearly understand the Proposer's capabilities and approach to providing the requested services.
- Specifically describe the Proposer's role in relationship to its Subcontractors and shall describe the interfaces with said Subcontractors, if applicable.
- Reflect a level of understanding of the work required.

The Proposals shall be addressed to:

Pinellas Suncoast Transit Authority
c/o: Eric Haubner, Purchasing Agent II
Attn.: RFP 17-031P
3201 Scherer Drive
St. Petersburg, Florida 33716

If a Proposer's submittal does not all fit in one box, please mark the boxes accordingly (example – Box 1 of 2, Box 2 of 2).

A. Cover Letter:

- A cover letter transmitting the Proposal should 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 should also identify the legal form of the Proposer. If the Proposer 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 Proposer or other person fully authorized to act on behalf of the Proposer or team.

B. Table of Contents:

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

C. References:



Proposers shall 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. Should indicate whether private and/or public sector. References should be for similar or related services that proposed key staff members for this service have worked.

3.18 FORMS

Proposer should comply with these requirements in order to be considered for contract award. All attachments should be completed, signed, and submitted with the Proposal.

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

3.19 PROPOSAL FORMAT

Proposals shall include a “Table of Contents and be organized as follows:

- ✓ Section 1 Introduction of Proposer and Required Submittals (Forms and Exhibits)
- ✓ Section 2 Experience and Qualifications of the Proposer
- ✓ Section 3 Project Approach, Capacity and Implementation Plan
- ✓ Section 4 Price
- ✓ Section 5 Equipment List (i.e. types of containers for waste removal and recyclables and vehicles.)



SECTION 4: PROPOSAL EVALUATIONS

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

PSTA Selection Evaluation Committee reserves the right to request additional information from Proposers, to negotiate terms and conditions of the Contract, request presentations, or ask Proposers to appear before the Selection Evaluation Committee to clarify their Proposal. If PSTA chooses to request presentations/interviews of some or all proposing Proposers, they will be held on **May 16, 2017** at PSTA's office.

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

The Selection Evaluation Committee will evaluate the Proposals in accordance with the evaluation criteria listed below. Proposers shall include sufficient information to allow the Selection Evaluation Committee to thoroughly evaluate and score their Proposals.

4.1 EVALUATION CRITERIA

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

	PROPOSAL EVALUATION CRITERIA	WEIGHTED FACTORS
1	Experience and Qualifications of the Proposer	20%
2	Project Approach and Methodology	35%
3	Invoicing and Reporting	10%
4	Price	35%
Total		100%

Oral Interview/Presentations

PSTA may choose to conduct presentations/interviews on **May 16, 2017** and make a final contract award based on the same criteria as the initial evaluation listed above. Following the interviews/presentations, the Selection Evaluation Committee may adjust the initial evaluation scores. Selected Proposers may be given a presentation topic to be addressed during their interviews/presentation.

4.2 QUALIFICATIONS FOR AWARD

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

- 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 shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- G. To be "qualified" by PSTA, the Proposer must have all State and Local licenses as legally required that are necessary to perform and complete the work as called for herein.
- H. The Proposer is not on the Comptroller General's list of ineligible Proposers.

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, Proposer, or employee of such an organization would be deemed a material interest.

SECTION 5: GENERAL CONDITIONS

5.1 RIGHTS OF PSTA IN REQUEST FOR PROPOSAL PROCESS

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

- Disqualify any Proposer in accordance with this RFP
- 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
- Determine whether or not a Proposer is a responsible Proposer
- Award a contract to one or more Proposers
- 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.

5.2 PROPOSAL PROTEST PROCEDURES

- A) Right to Protest: Any interested party, who wishes to protest a PSTA decision or intended decision concerning a Proposal or a contract award, shall file a written Notice of Protest with the Chief Executive Officer of PSTA within seventy-two hours after the posting of the tabulation sheet 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 Proposer 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 Proposer protesting the decision or intended decision, the bond shall be returned.
- C) Consideration of Protest: PSTA's Chief Executive Officer will consider all protests of a PSTA decision or intended decision concerning a Proposal solicitation or a contract award where the protestor has complied with the requirements of subsections A and B of this Article. The Chief Executive Officer shall not consider any protest presented orally or not presented within the time limits set forth in subsection A. The Chief Executive Officer shall provide the protestor and all other Proposer with a written determination of the protest within fifteen (15) days of receiving the formal written protest. The Chief Executive Officer's decision is final. The Chief Executive Officer 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 Proposal process or the procurement during protests.
 - A. Notice to Proposers: Proposals with recommendations will be posted on PSTA's website. Upon receipt of a formal written protest, PSTA will give notice of the protest to all Proposers, or if the Proposal already was awarded at the time the protest was filed with PSTA, only to the successful Proposer. When a protest results in a delay of an award of the contract pending the disposition of the protest, the Proposer(s) whose Proposals might become eligible for award will be requested, before expiration of the time for acceptance of their Proposals (with consent of sureties, if any) to extend the time for acceptance so as to avoid the need for re-advertisement and re-submittal.

5.3 TAX EXEMPTION

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

5.4 WITHHOLDING AWARD

This solicitation for Proposals does not bind or commit PSTA to award a Contract.

5.5 PROPOSAL ACCEPTANCE, REJECTION, AND POSTPONEMENT

PSTA reserves the rights to postpone, accept, or reject any and all Proposals in whole or in part, on such basis as PSTA deems to be in its best interest to do so, subject to the rules and regulations set forth 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 Proposer 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 Proposer staff other than the Procurement representative once the RFP is issued may be considered to have gained an unfair competitive advantage in proposing and may be precluded from submitting a Proposal in response to the RFP.

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

PSTA reserves the right to review and approve any advertising copy related to this RFP in any way prior to publication. The successful Proposer will not allow such copy to be published in their advertisements or public relations programs until submitting such copy and receiving prior written approval from PSTA. The successful Proposer agrees that published information relating to this RFP will be factual and in no way imply that PSTA endorses the successful Proposer's firm, service or product. In submitting a Proposal, the Proposer agrees not to use the results therefrom as a part of any commercial advertising.

Proposers may not issue any news release nor make any statement to the news media or through social media channels pertaining to this RFP, any Proposal, the contract, or work resulting therefrom, without first obtaining prior approval by PSTA.

5.7 USDOT/FTA/FDOT CONCURRENCE FOR CONTRACT AWARD

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

5.8 DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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 in part 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 Proposers shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and to perform contracts. PSTA and its Proposers shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

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



Proposers 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 Proposer;
- B. An approved subcontractor;
- C. An owner-operator of equipment;
- D. A renter of equipment to a prime Proposer;
- E. A firm manufacturing and supplying goods used in the solicitation;
- 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, Proposer must notify PSTA.



5.9 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

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

5.10 COLLUSION

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

5.11 LEGAL REQUIREMENTS

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

5.12 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted Proposer list following a conviction for public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals of a public building or public work, may not submit Proposals on leases of real property to public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Proposer 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 Proposer list. PSTA may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a Proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a Proposal. Additionally, a conviction of a public entity crime may cause the rejection of a Proposal.

5.13 INSURANCE

Insurance. Supplier must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below by the Effective Date. Failure to provide insurance by the Effective Date shall constitute a material breach of this Agreement and may result in PSTA terminating this Agreement, without any penalty or expense to PSTA.

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



been reinstated or replaced or termination of this Agreement. For services with a "Completion Operation Exposure", Supplier shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. Any penalties and failure to perform assessments shall be imposed as if the work had not been suspended.

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. Supplier shall provide PSTA with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements to PSTA's Purchasing/Risk Management Division. A copy of the additional insured endorsement(s) for Commercial General Liability needs to be attached to the certificates. If Supplier has been approved by the Florida State Department of Labor, as an authorized self-insured for Workers' Compensation, PSTA's Purchasing/Risk Management Department shall recognize and honor such status. Supplier may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on Supplier's Excess Insurance Program. If Supplier participates in a self-insurance fund, updated financial statements may be required upon request, such self-insurance fund shall only be accepted, at the sole discretion of PSTA, and only if PSTA finds the financial statements to be acceptable. Supplier shall provide to PSTA's Purchasing/Risk Management Department, satisfactory evidence of the required insurance by, either:

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

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

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

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

Any certificate of insurance evidencing coverage provided by a leasing company for either workers' compensation or commercial general liability shall have a list of employees certified by the leasing company attached to the certificate of insurance. PSTA shall have the right, but not the obligation to determine that Supplier is only using employees named on such a list to perform work on the



jobsite. Should employees not be named be utilized by Supplier, Supplier has the option to work without penalty until PSTA identify proof of coverage or removal of the employee by Supplier occurs, or alternately find Supplier to be in default and takes over the protective measures as needed.

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

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Supplier shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, PSTA may permit the application of a deductible or permit Supplier to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Supplier shall pay on behalf of PSTA and PSTA's board members, officers or employees, any deductible or self-insured retention applicable to a claim against PSTA and PSTA's board members, officer(s) or employee(s).

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

- I. **Project Specific Insurance Requirements** - The Following policies and minimum coverage shall be maintained throughout the entire term of this Agreement which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for services with a Completed Operations exposure, are as follows:
 - A. **Commercial General Liability Insurance:** including, but limited to, Independent Contractors, Supplier Liability Premises/Operations, Completed Operations, and Personal Injury. Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. PSTA, its board members, officers, and employees shall be added as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured-Owners, Lessees, or Suppliers).

Minimum required Commercial General Liability coverage will include:

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

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

Vehicle Liability Insurance - Recognizing that the work governed by the Contract Documents requires the use of vehicles, Supplier, prior to the commencement of work, shall obtain Vehicle



Liability Insurance. Coverage shall be maintained throughout the life of this Agreement and include, as a minimum, liability coverage for:

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

This policy should not be subject to any aggregate limit.

Workers' Compensation Insurance. Prior to beginning work, Supplier shall obtain Workers' Compensation Insurance with must have limits sufficient to meet the requirements of Florida Statutes Limits per Chapter 440. Supplier shall maintain throughout, and will remain in force during the term of this Agreement for all employees engaged in work under this contract.

The Employers' Liability Insurance with limits no less than:

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

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

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

The minimum limits of liability shall be:

- \$1,000,000 per Claims Made Bases/or per Occurrence
- \$2,000,000 Aggregate

If coverage is provided on a claims made basis, Supplier agrees to maintain such Professional Liability Insurance, as described herein, for a period of at least two (2) years following the conclusion of this Agreement, or purchase an extended claims reporting period of two (2) years following the expiration of this contract.

5.14 TYPE OF CONTRACT

PSTA intends to award a firm, fixed price contract. The services of the Proposer will be based on the Specifications (or Statement of Work) as outlined in this RFP.



5.15 TERM OF CONTRACT

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

5.16 CONTRACT EXECUTION

Upon award, Proposer agrees to enter into and execute the Contract set forth in Section 6. The awarded Proposer (s) shall fully sign the Contract and send it back to PSTA for signatures within five (5) calendar days of receipt of notification of the award by the PSTA Board of Directors.



SECTION 6 CONTRACT

AGREEMENT FOR WASTE MANAGEMENT AND RECYCLING SERVICES

THIS AGREEMENT is entered into on this ____ day of _____ 2017, by and between Pinellas Suncoast Transit Authority, an independent special district ("PSTA"), with its principal place of business at 3201 Scherer Drive, St. Petersburg, FL 33716, and _____ ("Contractor") a _____, with its principal place of business located at _____ (collectively referred to as the "Parties").

WHEREAS, PSTA issued Request for Proposal No. 17-031P for Waste Management and Recycling Services on March 31, 2017 (the "RFP"); and

WHEREAS, Contractor submitted a response to the RFP on April 28, 2017 ("Contractor's Response"); and

WHEREAS, PSTA's Board of Directors awarded the proposal to Contractor at the Board of Director's meeting on June 28, 2017 (the "Effective Date"); and

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

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

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

This Agreement
The RFP
Contractor's Response

3. **SCOPE OF WORK.** Contractor shall provide waste management and recycling services in accordance with the specifications, tasks, and scope of services set forth in the RFP (the "Services"). Contractor acknowledges that it has read the specifications for the Services and understands them. Nothing contained in this Agreement or any of its exhibits or attachments shall be construed as a guarantee or implication as to any minimum quantity of services that Contractor will provide or for which it will be compensated. It is further understood and agreed by the Parties that Contractor, in the performance of the Services, is subject to the control and direction of PSTA as to the designation of tasks to be performed and the results to be accomplished for the Services, but not as to the means, methods, or sequence used by Contractor for accomplishing such results.

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



5. TERMS OF PERFORMANCE.

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

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

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

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

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

5.06 *Compliance with Laws.* Contractor shall be solely responsible for being familiar with and compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including but not limited to those set forth in this Agreement, and that, in any manner, could bear on the Services including, but not limited to, environmental laws, and all rules and regulations related to safety. PSTA will communicate directly with Contractor's Representative and shall have no authority to direct, oversee, or instruct Contractor's employees, subcontractors, or materialmen, or any other individuals performing the Services. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents shall not relieve Contractor of its obligations to comply with all laws fully and completely. Upon request, Contractor shall furnish to PSTA certificates of compliance with all such laws, orders and regulations.



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

6. **COMPENSATION.** In consideration of Contractor's faithful performance of the Services, PSTA agrees to pay Contractor according to prices set forth in **Exhibit 2**. All prices shall be held firm throughout the duration of the Contract.

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

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

6.02 *Payment Due Date.* Payment due date is calculated from time PSTA Accounts Payable Accountant has received and accepted the invoice pursuant to the Florida Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the accepted date.

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

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

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

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

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

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



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

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

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

10. DELAY IN PERFORMANCE/FORCE MAJEURE.

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

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

10.03 *Unavoidable Delay.* In the event there is a delay in performance that is not reasonably expected to occur, including but not limited to delays in connection with Contractor's suppliers or agent thereof, that are substantial enough to cause delay of the Services to PSTA, Contractor shall notify PSTA immediately and in no event more than three (3) calendar days of Contractor being made aware that such event has occurred, or when Contractor should be aware that such event has occurred, and request extended time for completion. PSTA shall review the request and determine whether it is appropriate. PSTA shall respond to Contractor in writing within three (3) business days of receipt of Contractor's request for extension and, if granted, shall extend the time for completion for the determined number of days attributable to the unavoidable delay. Contractor shall not be entitled to any damages or compensation and shall not be reimbursed by PSTA for losses on account of delays or hindrances resulting from any cause including, but not limited to, any actions which result in change in scheduling, changes in the scope of services, or increases in the cost of performing the Services.



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

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

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

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

11.04 *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.

11.05 *Force Majeure.* If it is later determined by PSTA that Contractor's failure to perform was a result of a Force Majeure, PSTA may allow Contractor to continue performance under a new time for performance or treat the termination as if terminated without cause under Section 11.01 of this Agreement.

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



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

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

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

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

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

12.04 *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.

10. INDEMNIFICATION.

10.01 *General.* The Parties recognize that Contractor is an independent contractor. Contractor agrees to assume liability for and indemnify, hold harmless, and defend PSTA, its board members, officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and



suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, loss of use, or Contractor's violation or alleged violation of any third parties' trade secrets, proprietary information, trademark, copyright, patent rights or first amendment rights arising out of the execution, performance, nonperformance, or enforcement of this Agreement, whether or not due to or caused by the negligence of PSTA, its board members, officers, employees, agents, and/or attorneys excluding only the sole negligence of PSTA, its officers, employees, agents, and attorneys. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by PSTA in the enforcement of this indemnification provision. This includes claims made by the employees of Contractor against PSTA, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which PSTA is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. All obligations contained in this Section 10 shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under the Contract Documents.

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

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

12. **MISCELLANEOUS PROVISIONS.**

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

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



16.3 *Public Records Requirements.* Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor 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”), required by PSTA to perform the work contemplated by this Agreement; (b) upon request from PSTA’s custodian of public records, provide PSTA with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time 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 for the duration of the term of this Agreement and following completion or termination of this Agreement, if Contractor does not transfer the records to PSTA in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if PSTA, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to PSTA, Contractor shall transfer, at no cost, to PSTA, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by PSTA, Contractor shall keep and maintain the Public Records required by PSTA to perform the work contemplated by this Agreement. If Contractor transfers all Public Records to PSTA pursuant to (d)(i) above, Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to PSTA and provide PSTA with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to PSTA, upon request from PSTA’s custodian of public records, in a format that is compatible with the information technology of PSTA. If Contractor does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, PSTA may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of PSTA.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number: _____ **E-mail address:** _____
Mailing address: _____

16.4 *Interest of Members of or Delegates to Congress; conflicts of interest.* Contractor represents and warrants that no public officers or procurement employees have a material ownership interest in Contractor and this Agreement is not otherwise prohibited by part III, chapter 112, Florida Statutes. Contractor further represents and warrants that its current business dealings will not conflict in any manner with Contractor’s performance of the Services. Contractor shall promptly notify PSTA’s Project Manager of any potential conflicts of interest which may arise throughout this Agreement with respect to any prospective business association, interest or other circumstance with may influence, or appear to influence, Contractor’s judgment or quality of the Services. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of PSTA as to whether the association, interest or circumstance



would, in the opinion of PSTA, constitute a conflict of interest if entered into by the Contractor. PSTA agrees to notify Contractor of its decision within thirty (3) days of receipt of notification by Contractor.

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

To PSTA:

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

To Contractor:

With required copy to:

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

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

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

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

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

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

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



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

CONTRACTOR:

By: _____
Duly Authorized Designee

Date: _____

WITNESS:

By: _____

PSTA:

By: _____
Brad Miller, CEO

Date: _____

Approved as to form:

By: _____
Alan S. Zimmet, General Counsel



ATTACHMENTS



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

The undersigned acknowledges receipt of the following Addenda.

(Give number and date of each)

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

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

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title



ATTACHMENT 2
PROPOSER INFORMATION FORM
(Return with Proposal submittal)

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

PLEASE PRINT OR TYPE YOUR INFORMATION.

Company Name: _____

Company Street Address: _____

Company Mailing Address: _____

Company Contact Person: _____

Company Telephone & Fax #: _____

Contractor Federal I.D. #: _____

Company Contact Email: _____

Age of the Firm (years): _____

Annual Gross Receipts (\$): _____

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

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

Authorized Individual's Name (Print)

Authorized Signature

Date

Title



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

The undersigned has read and understands all conditions and terms of this RFP, is authorized to submit this Proposal, and hereby offers to perform the services requested for the amounts indicated below:

Waste Management Services:

LOCATION	CONTAINER / COMPACTOR FEE (Per year)	HAUL OFF FEE (Per pull)	WASTE DISPOSAL FEE (per pull)	ESTIMATED FREQUENCY OF SERVICE	ANNUAL TOTAL
PSTA Main Campus (30 Yard)				Bi-weekly	

Recyclables Services:

SERVICE DESCRIPTION	RENTAL FEE	NUMBER OF CONTAINERS	ESTIMATED FREQUENCY OF COLLECTION	UNIT PRICE PER PULL	ANNUAL TOTAL
Metal Recycling (30-yard)		1	Monthly or As Needed		
Cardboard (One Compactor)	N/A	N/A	Quarterly		
Curbside Recycling Bins: Aluminum/steel cans, mixed paper, milk/juice cartons, newspaper, plastic bottles and plastics #1-7 and glass bottles (95-gallon) (Per Pinellas Co. guidelines Single Stream Recycling)		8	Weekly		
Fluorescent Tubes (approximately 1,000 per year)	N/A	Varies	Annually		
TOTAL					

Onsite Secure Shred Bins (Paper):

TYPE	NUMBER OF CONTAINERS	ESTIMATED FREQUENCY OF COLLECTION	UNIT PRICE PER PULL	ANNUAL TOTAL
Secure Shredding Bins	7 (65-gallon bins)	As Needed		
Secure Onsite Shredding	N/A	Monthly		
TOTAL				

Disaster Response Services: Please attach your pricing schedule for this service to this form.



This form must be completed in full, signed and included with your Proposal. Cost/fees listed above, or in a pricing schedule, shall include all overhead and profit. No billing will be accepted that shows any costs other than those listed above or on an attached pricing schedule. This includes, but is not limited to, secretarial, printing, delivery, rent, phone calls, postage, overnight mail service, accounting and consulting fees.

Company Name

Authorized Signature

Authorized Individual's Name (Print)

Title

Date

Email Address

Telephone Number



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

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

Pinellas Suncoast Transit Authority
Eric Haubner, Purchasing Agent II
3201 Scherer Drive
St. Petersburg, FL. 33716

We, the undersigned, have declined to submit on your RFP # 17-031P 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 IFB
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet bond requirements
- Unable to meet specifications
- Specifications unclear (explain below)
- Unable to meet insurance requirements
- Remove us from your "Contractors List" altogether
- Other (specify below)

Remarks: _____

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

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title



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

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

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

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

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

State of _____ County of _____

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

Name of Person Acknowledging

{NOTARY SEAL}

Signature of Notary Public

Name of Notary Typed, Printed, or Stamped

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____



ATTACHMENT 6
CERTIFICATION OF RESTRICTIONS ON LOBBYING
(Return with Proposal submittal)

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

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

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

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

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

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title



ATTACHMENT 7 DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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



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

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

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

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

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



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

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

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

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

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

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

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

State of _____ County of _____

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

Name of Person Acknowledging

{NOTARY SEAL}

Signature of Notary Public

Name of Notary Typed, Printed, or Stamped

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____



ATTACHMENT 9

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

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

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

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

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Date

Title

State of _____ County of _____

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

{NOTARY SEAL}

Signature of Notary Public

Name of Notary Typed, Printed, or Stamped

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____

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



ATTACHMENT 11
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 13
CONTRACTOR'S AND LOWER TIER PARTICIPANT'S REFERENCE FORM
(To be completed by prime and sub Proposers/subcontractors; Required with Proposal submittal)

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Fax #: _____

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

Authorized Signature: _____

How Long at Present Location: _____

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

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

Reference #1:

Company: _____

Address: _____

Phone/Fax #: _____

Contact: _____

E-Mail: _____

Reference #2:

Company: _____

Address: _____

Phone/Fax #: _____

Contact: _____

E-Mail: _____

Reference #3:

Company: _____

Address: _____

Phone/Fax #: _____

Contact: _____

E-Mail: _____

Reference #4:

Company: _____

Address: _____

Phone/Fax #: _____

Contact: _____

E-Mail: _____

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