



ITN ADDENDUM No. 4

**Group Insurance for Medical, Dental and Vision
Issued May 31, 2017**

FOLLOWING IS ADDITIONAL INFORMATION, CHANGES, CLARIFICATIONS, QUESTIONS AND RESPONSES RELATIVE TO ITN GROUP INSURANCE FOR MEDICAL, DENTAL AND VISION. THIS INFORMATION, CHANGES, CLARIFICATIONS SHALL AMEND ITN, THIS ADDENDUM WILL BECOME A PART OF THE PROPOSAL DOCUMENT.

- The Due Date for submittal has been extended from Friday, June 2, 2017 to **Wednesday, June 7, 2017**.
- Attached to this Addendum is PSTA’s General Terms and Conditions and is made part of the ITN.
- Attached to this Addendum is updated PSTA’s Letter designating Gehring Group as the Agent of Record for this procurement and is made part of the ITN.
- Clarification to Section 1: General Information, Paragraph 10 – Consideration of Proposals and Award Contract.

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

	EVALUATION CRITERIA	WEIGHTED FACTORS
1	Cost and Cost Structure (i.e., Funding) of Benefit Program	45
2	Plan Benefits	30
3	Size and Adequacy of Provider Network	15
4	Experience, Skill, Ability and Past Performance	10
	Total	100%

Proposals are being requested for medical, dental and vision. Proposers may submit proposals for just one or more than one of these benefit categories. Evaluation and award will be by benefit category.

- Add the following to paragraphs to Section I: General Information:

16. 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.
- E. Notice to Proposer: Bid tabulations with recommendations will be posted on a bulletin board maintained at PSTA's principal place of business for purposes of posting bid tabulations. Upon receipt of a formal written protest, PSTA will give notice of the protest to all 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 whose Proposal 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-bidding.

17. Insurance Requirements:

Insurance. Before beginning work (including pre-staging personnel and material), the Provider shall obtain insurance at his expense. Delays in commencement due to failure to provide satisfactory evidence shall not extend deadlines. Any penalties and failure to



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

- A Certificate of Insurance with an insurance endorsement

The acceptance and approval of the Provider’s Insurance shall not be construed as relieving the Provider from liability or obligation assumed under this contract or imposed by law. PSTA, its employees and officers, will be included as “Additional Insured” on all policies, except Workers’ Compensation.

Requirements – Commercial General Liability with, at minimum:

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

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

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

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

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



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

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

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

The minimum limits of liability shall be:

- \$3,000,000/\$3,000,000 Aggregate

TERMS AND CONDITIONS

1. PSTA is Tax Exempt. Please contact the Director of Procurement for PSTA's tax exemption certificate.
2. All invoices shall contain the purchase order number, and/or contract number, Supplier's name, phone number, quantities, item descriptions, units of measure and be addressed to:
Pinellas Suncoast Transit Authority
Attention: Finance Department/Accounts Payable
3201 Scherer Drive
St. Petersburg, Florida 33716
Or via E-Mail: Accountspayable@psta.net
PSTA shall pay from invoices only and not statements. If Supplier's invoice lists any freight or cartage charges, such invoice must attach all of Supplier's receipts for transportation bills.
3. Payment: PSTA complies with the Florida Prompt Payment Act (ss. 218.70-218.80). Invoice payment is net 45 days from the date of properly received invoice. All payments, other than payments for construction services, due and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on unpaid balance.
4. Discounts. In connection with any discount offered for prompt payment, time will be computed from date of delivery of the supplies to the carrier, when acceptance is at the point of origin, or from the date of delivery at destination or port of embarkation when delivery and acceptance are at either of these points, or from the date the correct invoice or voucher is received in the office specified by PSTA, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the check by PSTA.
5. Specifications: Any product/service specifications in the associated bid documents and all items attached hereto are hereby made a part hereof as if fully set forth herein. All materials furnished must conform to PSTA specifications, where indicated. There will be no substitutions to requested goods/services without prior approval of the Director of Procurement.
6. Contract: This purchase order, PSTA's bid documents and Supplier's proposal shall constitute, (a) a binding contract on the terms set forth, and (b) shall constitute the entire contract between PSTA and the Supplier. In the case of any ambiguities or conflicts between these documents, PSTA's bid documents, including exhibits, will control, followed in precedence by this Purchase Order and then Supplier's response.
7. The Parties recognize that Supplier is an independent contractor. Supplier agrees to assume liability for and indemnify, hold harmless, and defend the PSTA, its commissioners, 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, relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, or resulting from activities in any way connected to this Agreement, whether or not due to or caused by the negligence of the PSTA, its commissioners, mayor, officers, employees, agents and attorneys. Supplier's liability hereunder shall include all attorneys' fees and costs incurred by the PSTA, in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Supplier against the PSTA, and Supplier hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. The obligations contained in this provision shall survive the termination of this Agreement, however terminated, and shall not be limited by any amount of insurance required to be obtained or maintained under this Agreement. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the PSTA may be entitled to under the doctrine of sovereign immunity or section 768.28, Florida Statutes.

8. Suppliers warrants that all goods and services do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold PSTA, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Purchase Order.
9. Public Entity Crimes: Supplier certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Florida Statute 287.133 (2) (a).
10. Fair Labor Standards Act – “Hot Goods”: Supplier certifies, by acceptance of a bid/proposal/contract, or purchase order, that goods/services are, or will be, produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.
11. Supplier certifies that its directors and/or principal officers are not employed and/or affiliated with PSTA. Neither party shall be required to perform under this Purchase Oder or any attachments or addenda hereto executed by PSTA’s duly authorized signatory when such performance is delayed or prevented by any cause beyond the party’s or parties’ control.
12. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Supplier on behalf of the PSTA, Supplier shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes (“Public Records”), required by the PSTA to perform the work contemplated by this Agreement; (b) upon request from the PSTA’s custodian of public records, provide the 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 Supplier does not transfer the records to the PSTA in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the PSTA, in its sole and absolute discretion, requests that all Public Records in possession of Supplier be transferred to the PSTA, Supplier shall transfer, at no cost, to the PSTA, all Public Records in possession of Supplier within thirty (30) days of such request or (ii) if no such request is made by the PSTA, Supplier shall keep and maintain the Public Records required by the PSTA to perform the work contemplated by this Agreement. If Supplier transfers all Public Records to the PSTA pursuant to (d)(i) above, Supplier 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 the PSTA and provide the PSTA with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Supplier keeps and maintains Public Records pursuant to (d)(ii) above, Supplier shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the PSTA, upon request from the PSTA’s custodian of public records, in a format that is compatible with the information technology of the PSTA. If Supplier does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the 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 Supplier is acting on behalf of the PSTA.

IF THE SUPPLIER 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 _____

14. In the event the PSTA, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Supplier under this Purchase Order, the PSTA shall notify Supplier of such occurrence and this Purchase Order shall terminate on the last day of the current fiscal period without any penalty or expense to the PSTA.
15. Under no circumstances shall the Supplier assign to a third party any right or obligation of the Supplier pursuant to this Purchase Order without the prior written consent of PSTA. No failure or delay by PSTA to insist on the strict performance of any term of this Purchase Order, or to exercise any right or remedy consequent to any breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term.
16. Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party. Nothing contained in this Purchase Order shall be construed to create a joint venture, partnership, or other like relationship between the parties.
17. Supplier agrees to comply with all applicable federal, state, and local laws.
18. This Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida and for any federal action shall lie solely in the United States District Court, Middle District, Tampa Division.

May 23, 2017

RE: Pinellas Suncoast Transit Authority (PSTA) – Employee Benefits Invitation to Negotiate

Mr. Kurt Gehring, CEO
Gehring Group
11505 Fairchild Gardens Ave., Suite 202
Palm Beach Gardens, FL 33410

Dear Mr. Gehring:

Please accept this letter as Pinellas Suncoast Transit Authority's formal authorization for the Gehring Group to act as Agent of Record for securing proposals on behalf of PSTA for Group Insurance for Medical, Dental and Vision.

PSTA authorizes Gehring Group to receive all pertinent information and negotiate with carries for this solicitation only.

PSTA looks forward to working with you on this project. Please do not hesitate to contact Jean Smith, Purchasing Agent III at jsmith@psta.net if you have any questions.

Thank you,

A handwritten signature in cursive script that reads "Deborah C. Leous".

Deborah C. Leous
Chief Financial Officer