

**REQUEST FOR PROPOSAL**

RFP-17-066P

EXECUTIVE SEARCH AND RECRUITING SERVICES



**Pinellas Suncoast Transit Authority**

**Purchasing Division**

**3201 Scherer Drive**

**St. Petersburg, FL 33716**

**Telephone 727 540 1800**

**Facsimile (727) 540-0681**

**[www.psta.net](http://www.psta.net)**

**Date Issued: Friday, August 11, 2017**

**Date Due: Tuesday, September 5, 2017  
At 2:00 P.M. Local Time**



<b>SUBMIT PROPOSAL TO:</b>	Pinellas Suncoast Transit Authority Purchasing Division 3201 Scherer Drive N. St. Petersburg, FL 33716	<b>REQUEST FOR PROPOSAL PSTA</b>
<b>PROPOSAL TITLE:</b> EXECUTIVE SEARCH AND RECRUITING SERVICES  <b>NON-MANDATORY PRE-PROPOSAL MEETING:</b> N/A		Proposal No: 17-066P  <a href="http://www.psta.net">www.psta.net</a>
PROPOSAL IS DUE: TUESDAY, September 5, 2017 AT 2:00 P.M. EST. AND MAY NOT BE WITHDRAWN FOR 180 DAYS AFTER SUCH DATE AND TIME.  DEADLINE FOR WRITTEN QUESTIONS: <u>THURSDAY, AUGUST 29, 2017 AT 3:00 P.M. EST.</u> MUST BE SUBMITTED TO DAVID LLANTON, PURCHASING AGENT I AT <a href="mailto:DLLANTON@PSTA.NET">DLLANTON@PSTA.NET</a> , (727) 540-1861, OR FACSIMILE (727) 540-0681.		ISSUE DATE: Friday, August 11, 2017

**PSTA's Mission**

PSTA provides safe, affordable public transit to our community. We help guide land use decisions and support economic vitality to enhance our quality of life.

**Submittal Instructions:** Place a label in front of your sealed bid envelope or package. Label should contain proposal number, proposal title, opening date and time, and the name of the company submitting the proposal.

**Number of copies required:** ORIGINAL OFFER AND ONE (1) ELECTRONIC COPY (CD OR FLASH DRIVE)

**Addenda:** From time to time, addenda may be issued to the Request for Proposal. Any such addenda will be posted on Pinellas Suncoast Transit Authority's (PSTA) web site, [www.psta.net](http://www.psta.net). Before submitting your proposal you should check the website to download any addenda that may have been issued. Please remember to sign and return addenda acknowledgement form Attachment 1 with completed proposal package.



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## LEGAL NOTICE

### REQUEST FOR PROPOSAL RFP # 17-066P EXECUTIVE SEARCH AND RECRUITING SERVICES

Sealed proposals are hereby requested by the PINELLAS SUNCOAST TRANSIT AUTHORITY, 3201 Scherer Drive N., St. Petersburg, Florida 33716 to be received until **2:00 p.m. EST, on Tuesday, September 5, 2017.**

Requests for clarification and/or questions concerning the issued document shall be directed to David Llanton, Purchasing Agent I at (727) 540-1861; Fax (727) 540-0681; e-mail [dllanton@psta.net](mailto:dllanton@psta.net). All submittal questions concerning this RFP are due on **Tuesday August 29, 2017 until 3:00 pm EST and must be in writing. Proposal documents will be available on Friday, August 11, 2017.** This will be the only notice rendered for this procurement. Proposal Documents can be obtained at the PSTA Administrative Building, above address, during the hours of 8:30 a.m. to 4:00 p.m., Monday through Friday or PSTA's web-site <http://www.psta.net/procurement.php>.

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



## SECTION 1: PROPOSAL SUBMITTAL REQUIREMENTS

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

The proposal shall be addressed to:

Pinellas Suncoast Transit Authority  
c/o David Llanton-Purchasing Agent I  
ATTN: PROPOSAL # 17-066P  
3201 Scherer Drive N.  
St. Petersburg, Florida 33716  
727-540-1800

**1.1 Original offer and one (1) electronic copy (CD or Flash Drive)** shall be enclosed and sealed in envelope(s) marked: "Executive Search and Recruiting Services" and the Proposer's official name. The original proposal must be clearly marked as "Original". If a Proposer's submittal does not fit in one box, please mark the boxes accordingly (for example, Box 1 of 2, Box 2 of 2).

**1.2 Trade Secret Information:** All proposals submitted are public records subject to production unless specifically exempted by Florida Statutes. Proposals which contain information that is "trade secret" as defined in Section 812.081, Florida Statutes, shall be designated as such and the trade secret information shall be identified. However, any information marked as "trade secret" may be produced by PSTA in response to a public records request if PSTA determines that the information does not meet the definition of "trade secret" in Section 812.081.

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

### 1.3 FINANCIAL PROPOSAL

PSTA is seeking a fixed price plus maximum direct expense allowance arrangement for payment for this executive search. In an effort to minimize expenses, it is envisioned that the firm does not need assume any or at maximum, no more than one trip to PSTA's offices in St. Petersburg.

### 1.4 FORMS

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

- ATTACHMENT 1 – Acknowledgement of Addenda
- ATTACHMENT 2 – Proposer Information Form
- ATTACHMENT 3 – Proposal Form
- ATTACHMENT 4 – Non-Collusion Affidavit



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- ATTACHMENT 5 – Certification of Contractor Regarding Debarment, Suspension, and Other Responsibility Matters
  - ATTACHMENT 6 – Certification of Lower-Tier Participants (Subcontractors) Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
  - ATTACHMENT 7 – E-verify Affidavit
  - ATTACHMENT 8 – Contractor’s Statement on Sub-Contractors
  - ATTACHMENT 9 – Drug Free Workplace Program
  - ATTACHMENT 10 – Contractor’s and Lower Tier Participant’s Reference Form
  - ATTACHMENT 11 – Offer and Award
  - **ATTACHMENT 12 – Request for Waiver of Insurance Requirements**
  - ATTACHMENT 13 – Statement of No Proposal





## SECTION 2: PROPOSAL EVALUATIONS

PSTA reserves the right to accept or reject any or all proposals and may select, and negotiate with one or more Proposers concurrently should they both be deemed equal, and enter into a Contract with such Proposer who is determined, by the PSTA, to provide the services which are in the best interest of PSTA. PSTA may agree to such terms and conditions as it may determine to be in its interest.

PSTA's Evaluation Committee reserves the right to request additional information from Proposers, to negotiate terms and conditions of the Contract, request oral presentations, or ask Proposers to appear before the Evaluation Committee to clarify points on their proposal. PSTA may plan to conduct oral presentations if this should be decided proposers will be notified.

The Evaluation Committee will evaluate the submittals in accordance with the evaluation criteria listed below, and will identify and prepare a short-list of the top-rate Proposers to interview. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by the Evaluation Committee.

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

### **A) Firm And Staff Qualifications (400 Total Maximum Points)**

The evaluation will be based upon the technical qualifications and work experience of key personnel assigned to work with PSTA staff. (100 Total Maximum Points)

-This also includes the project team's past experience on similar projects. (100 Total Maximum Points)

-Beyond product and service history, the structure of the corporation, availability of corporate support, and the financial viability of the firm will be considered. (100 Total Maximum Points)

-Additionally, PSTA is seeking the ability of the Proposer to demonstrate a history of providing high quality customer service, as service quality is a vital review component. (100 Total Maximum Points)

### **B) Management Plan and Schedule (300 Total Maximum Points)**

The evaluation will be based upon:

-How the firm will manage their responsibilities (100 Total Maximum Points)

-How the firm will schedule the work to be performed (100 Total Maximum Points)

-How the firm will work with PSTA personnel. (100 Total Maximum Points)

### **C) Proposed Fee (300 Total Maximum Points )**

The proposal should state the total fee and expense allowance for the service.

PSTA's Evaluation Committee will consist of PSTA staff

No PSTA employee, officer, or agent, including any member of an evaluation committee for a PSTA project, may participate in the selection, award, or administration of a PSTA contract if a real or apparent conflict of interest would exist. Such a conflict would exist when any of the following parties has a material financial or other interest in a firm selected for award: any employee, officer, or agent of PSTA; any member of his/her



immediate family; his/her partner; or an organization employing or about to employ any of the preceding. Any interest as owner or stockholder of one percent (1%) or less in such a firm shall not be deemed to be a material financial interest, but serving as Director, officer, consultant, or employee of such an organization would be deemed a material interest.

**1. Evaluation of Proposals and Selection Procedure**

(a) The Authority's Contracting Officer will appoint a Selection Committee to evaluate and score technical proposals. Technical proposals will be evaluated applying the evaluation factor(s) above.

(b) Proposals may be determined to be "Acceptable", "Potentially Acceptable" (that is, susceptible of being made "Acceptable"), or "Unacceptable". Proposals evaluated as technically "Unacceptable" shall be rejected, and will receive no further consideration for award.

(c) The Contracting Officer shall, also, evaluate prices. After completing the evaluation of the initial technical and price proposals, the Contracting Officer may:

(1) Proceed directly to award a contract based on the total scores received; or

(2) Reject proposals determined to be "Unacceptable" and seek clarifications from the remaining offerors and/or request the remaining offerors to make oral presentations concerning their technical proposals. If oral presentations are required, the Contracting Officer will establish the specific criteria and parameters for oral presentations. Oral presentations shall be used to clarify written proposals and shall be evaluated. The Contracting Officer may then proceed directly to award a contract; or

(3) Reject proposals determined to be "Unacceptable," determine which of the remaining offers are within the competitive range, and invite the offerors in the competitive range to participate in discussions. The competitive range will consist of all proposals that have a reasonable chance of being selected for award. Discussions may address either the technical or price proposal, or both. At the conclusion of discussions, the Contracting Officer will set a time and date for the submission of "best and final offers." If an offeror chooses not to submit a best and final offer, its initial proposal (including price), will be considered its "best and final offer." After the date and time set for receipt of best and final offers the Contracting Officer will evaluate the best and final offers and a determination for award based upon the total points for both the technical and price components of each best and final offer.

(d) The Authority reserves the right to investigate the qualifications of all offerors under consideration; to confirm any part of the information furnished by an offeror; and/or to require other evidence of managerial, financial, or technical capabilities that are considered necessary for the successful performance of work under a resulting contract.

(e) Offerors are hereby reminded that the Authority reserves the right to award a contract following evaluation of initial proposals. Offerors should therefore ensure that they submit their best technical and price proposals in their initial proposal submissions.

(f) The Authority shall be the sole judge of proposers' qualifications.



## SECTION 3: INSTRUCTIONS TO PROPOSERS

### 3.1 PLANNED PROCUREMENT SCHEDULE

The following procurement schedule is planned for the Executive Search and Recruiting Services:

- Request for Proposal Release: 8/11/2017
- Pre-proposal Meeting: N/A
- Questions Due: 8/29/2017
- Responses to Questions Issued: 8/31/2017
- Proposals Due: 9/5/17
- Oral Presentations (If necessary): N/A
- Board Approval Decision (Award): N/A

### 3.2 INTERPRETATION OF RFP DOCUMENTS

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

### 3.3 ORAL PRESENTATION

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

### 3.4 ADDENDUM TO RFP

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

### 3.5 TYPE OF CONTRACT

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

### 3.6 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 Project in any way prior to publication. The successful Proposer will not allow such copy to be published in their advertisements or public relations programs until submitting such copy and receiving prior written approval from PSTA. The successful Proposer agrees that published information relating to this Project will be factual and in no way imply that PSTA endorses the successful Proposers firm, service or product. In submitting a proposal, the Proposer agrees not to use the results there from as a part of any commercial advertising.



### **3.7 RIGHTS OF PSTA IN REQUEST FOR PROPOSAL PROCESS**

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

- Disqualify any Proposer in accordance with Instruction to Proposers
- Reject any or all of the Proposals, at its discretion
- Remedy errors in the RFP
- Cancel the entire RFP
- Issue subsequent RFP
- Rank firms and negotiate with the highest ranking firms
- PSTA reserves the right to select the proposals that it believes will serve the best interest of PSTA
- Appoint evaluation committees to review Proposals
- Seek the assistance of outside technical experts to review Proposals
- Approve or disapprove the use of particular Subcontractors and Suppliers
- Establish a short list of Proposers eligible for discussions after review of written Proposals
- Solicit best and final offers (BAFO) from all or some of the Proposers
- Determine whether or not a Proposer is a responsible Proposer
- Reject any part of a proposal unless the proposal has been qualified as provided
- Negotiate with any, all or none of the Proposers
- Award a contract to one 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.



### 3.8 PROPOSAL PROTEST PROCEDURES

The protest procedures below will govern this proposal.

- A) Right to Protest – Any interested party, who wishes to protest a PSTA decision or intended decision concerning a bid or a contract award, shall file a written Notice of Protest with the CEO of PSTA within seventy-two hours after the posting of the bid/proposal tabulation or scores or after the issuance of the notice of PSTA’s decision or intended decision and shall file a formal written protest within ten days after the date of the Notice of Protest. The formal written protest shall state with particularity the basis of the protest, including the facts and law upon which the protest is based, and providing any supporting documentation. Failure to file a Notice of Protest or failure to file a formal written protest within the time periods set forth above shall constitute a waiver of protest.
- B) Providing a Bond – Any firm or person who files a protest shall file with PSTA, at the time of filing the formal written protest, a bond payable to PSTA in an amount equal to one percent of the estimate of the total value of the contract or \$5,000, whichever is less. Such bond shall be conditioned upon payment of all costs which may be adjusted against the protestor upon the conclusion of the protest proceedings. If the protest determination is not in favor of the protestor, PSTA shall recover all costs, damages and charges incurred by it during the protest, excluding attorneys’ fees. Upon payment of such costs and charges by the person or firm protesting the decision or intended decision, the bond shall be returned.
- C) Consideration of Protest – PSTA’s CEO will consider all protests of a PSTA decision or intended decision concerning a bid solicitation or a contract award where the protestor has complied with the requirements of subsections A and B of this Article. When the CEO is a member of the committee that makes a recommendation or intended decision, the CEO shall designate a Department Director to consider the protest. The CEO or his/her designee shall not consider any protest presented orally or not presented within the time limits set forth in subsection A. The CEO or his/her designee shall provide the protestor and all other bidders/proposers with a written determination of the protest within fifteen (15) days of receiving the formal written protest. The CEO’s or his/her designee’s decision is final. The CEO or his/her designee may provide an opportunity to resolve the protest by mutual agreement between the parties within seven days, excluding Saturdays, Sundays and legal holidays, of PSTA’s receipt of the formal written protest.
- D) Stay of Procurement During Protests – There shall be no stay of the bid/proposal process or the procurement during protests.
- E) Notice to Proposers – Bid tabulations or proposal scores with recommendations will be posted on a bulletin board maintained at PSTA’s principal place of business for purposes of posting bid tabulations or proposal scores. Upon receipt of a formal written protest, PSTA will give notice of the protest to all bidders/proposers, or if the bid/proposal already was awarded at the time the protest was filed with PSTA, only to the successful bidder/proposer. When a protest results in a delay of an award of the contract pending the disposition of the protest, the bidder(s)/proposer(s) whose bids/proposals might become eligible for award will be requested, before expiration of the time for acceptance of their bids/proposals (with consent of sureties, if any) to extend the time for acceptance so as to avoid the need for re-advertisement and re-submittal.



### **3.9 PRICES, TERMS AND PAYMENT**

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

- A) Taxes: PSTA does not pay federal excise and sales taxes or state excise and use taxes on direct purchases.
- B) Discounts: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.
- C) Mistakes: Proposers are expected to examine the conditions, scope of work, proposal prices, extensions, specifications and all instructions pertaining to the request for proposal. Failure to do so will be at the Proposers risk.
- D) Invoicing and Payment: Charges rendered by Proposer to PSTA shall be due and payable on terms of Net 45 days after proper and complete billing is received by PSTA.

### **3.10 DURATION OF OFFER**

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

### **3.11 TAX EXEMPTION**

PSTA is exempt from payment of all Federal, State, and local taxes in connection with this Project. Said taxes shall not be included in the proposal or proposal prices. PSTA will provide necessary tax exemption certificates. PSTA's Tax Identification number is: **#85-8012617996C-4**. This provision does not relieve the Proposer from the responsibility to pay all applicable taxes for goods, services, and labor acquired in the performance of this Project.

### **3.12 LATE PROPOSALS OR WITHDRAWAL OF PROPOSALS**

- A) Any proposal received at the PSTA offices designated in the solicitation after the time specified for receipt of proposals will not be considered and will be returned to the Proposer unopened.
- B) A proposal may be withdrawn in person by the Proposer or their authorized representative, provided their identity is made known and a receipt is signed for the proposal, and only if the withdrawal is made prior to the time specified for receipt of proposals.

### **3.13 QUALIFICATIONS FOR AWARD**

Award of this contract shall be made to the proposal which is responsive in all respects to these procurement requirements, and where the Proposer is determined to be a responsible Proposer, a determination that shall be made solely at the discretion of PSTA. 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 Providers.

**3.14 WITHHOLDING AWARD**

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

**3.15 PROPOSAL ACCEPTANCE, REJECTION, AND POSTPONEMENT**

PSTA reserves the right to postpone, accept, or reject any and all proposals in whole or in part, on such basis as PSTA deems to be in its best interest to do so, subject to the rules and regulations set forth by the U.S. Department of Transportation.

Any person, firm, corporation, joint venture/partnership, or other interested party that has been compensated by PSTA or a provider 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 provider staff other than the Contract Administrator (with the exception of informational requests on the Lobbying Program) after the RFP is issued may be considered to have gained an unfair competitive advantage in proposing and may be precluded from submitting a Proposal in response to the RFP.

**3.16 WORK COMPLETION SCHEDULE**

**3.16.1 Project Schedule**

The Firm selected shall submit a Project Schedule for PSTA approval within 30 days of Notice to Proceed. The Project Schedule shall be updated and submitted to PSTA monthly thereafter until the project is complete. Sufficient information shall be shown on the Project Schedule to enable proper control and monitoring of the Firm’s work. The Project Schedule shall show the intended time for starting and completing each activity; the duration of each activity; submittal and approval times, and other significant items related to the progress of the work. The Project Schedule shall include sufficient detail to show how Milestones are intended to be met. If a monthly schedule submitted by the Firm includes changes affecting the achievement of Milestones based on circumstances the Firm believes to be a PSTA-Caused Delay, the Firm should clearly identify and justify those changes.

**3.16.2 Order of Work**

If Section 4 provides a sequence or order of the work to be completed, the Proposer shall follow the sequence of operations set forth therein. Full compensation for conforming to such requirements will be considered as included in the prices paid for the various items of the work and no additional compensation will be allowed therefore.



### **3.17 DEBARMENT AND SUSPENSION**

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

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

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

### **3.18 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS**

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

### **3.19 LOBBYING**

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

The purposes of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a protest is resolved, or the competitive selection process is otherwise concluded. Nothing herein shall prohibit a proposer from contacting the purchasing division or





PSTA's general counsel to address situations such as clarification and/or questions related to the procurement process or protest.

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

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

### **3.20 COLLUSION**

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

### **3.21 LEGAL REQUIREMENTS**

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

### **3.22 EXCEPTIONS**

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

### **3.24 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS**

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

### **3.25 GOVERNMENT DEBARMENT AND SUSPENSION AND OTHER RESPONSIBILITY MATTERS-THIRD PARTY CONTRACTS OVER \$100,000**

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



offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **3.26 STATE AND LOCAL LAW DISCLAIMER**

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State Law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

### **3.27 ACCESS TO RECORDS AND REPORTS**

The following access to records requirements apply to this Contract:

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

### **3.28 BREACHES AND DISPUTE RESOLUTION**

- A) Disputes: Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of PSTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnished a written appeal to the Chief Executive Officer. In connection with any such appeal, the Provider shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Executive Officer shall be binding upon the Provider and the Provider shall abide by the decision.
- B) Performance During Dispute: Unless otherwise directed by PSTA. Provider shall continue performance under this Contract while matters in dispute are being resolved.
- C) Claims for Damages: Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- D) Remedies: Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between PSTA and the Provider arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction with PSTA in which the PSTA is located.



- E) Rights and Remedies: The duties and obligations imposed by the Contract Documents and the right and remedies available hereunder 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 the PSTA, (Architect) or Provider shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **3.29 PUBLIC ENTITY CRIMES**

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

### **3.30 AUDIT & INSPECTION OF RECORDS**

The Provider shall permit the authorized representatives of PSTA, the State of Florida, the U.S. Department of Transportation, FTA, and the Comptroller of the United States to inspect and audit all data and records relating to its performance under the Contract. These rights of audit shall extend for a period of three (3) years following final payment under this Contract. Any such right of inspection and audit shall only be exercisable upon prior notice and during normal business hours. Furthermore, PSTA agrees that it shall bear all of its own costs and expenses with respect to such audit. In the event funds paid to the Provider under this Contract are later properly disallowed by PSTA, or a State or Federal agency because of accounting errors or charges not in conformity with this Contract, the Provider shall refund such disallowed amounts to PSTA promptly.

**NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

### **3.31 STATE EXECUTIVE ORDER NO. 11-02**

Pursuant to the State of Florida, Office of the Governor, Executive Order Number 11-02 entered on January 4, 2011, Provider will utilize the U. S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

- A. All persons employed during the term of the Contract by Provider to perform employment duties within Florida within 3 business days after the date of hire; and
- B. All persons (including subcontractors) assigned by Provider to perform work pursuant to the Contract with the Department within 90 calendar days after the date the Contract is executed or within 30 days after such persons are assigned to perform work pursuant to the Contract, whichever is later.
- C. An affidavit assuring compliance with the Executive Order is in Attachment 7 of the RFP.

### **3.32 CONTRACT**

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



## SECTION 4: STATEMENT OF WORK

The Pinellas Suncoast Transit Authority, one of the largest and most dynamic public transit systems in the state of Florida, providing service throughout Pinellas County, FL on the Gulf of Mexico side of the Tampa Bay region, is seeking responses from qualified agencies to provide Executive Search services. The successful agency will be a critical partner to PSTA in recruiting and hiring Management and Executive level positions throughout the agency. The selected agency will conduct national searches, for the most qualified individuals to fill various positions, and will be authorized to make an initial offer before final negotiations are completed by the PSTA CEO and his staff.

4.1 For each position, the Executive Search Firm is expected to:

- A. Develop a timeline for all activities during the process, including specific actions necessary by both parties and key decision points.
- B. Develop and execute a marketing and search strategy to identify and attract the most qualified field of prospective candidates for the position, including outreach to encourage applicants from diverse backgrounds to apply. This strategy will include the preparation of a recruiting brochure, and advertisements in appropriate publications and web-based forms of communication. PSTA reserves the right to recommend which forms of advertisement are necessary, and all advertisements shall be provided to PSTA for approval prior to placement.
- C. Review all initial materials submitted by prospective applicants.
- D. Develop and implement documented a screening process that narrows the field of those whose background, experience, and education best meet the needs of PSTA. The extent of this screening will be determined by PSTA.
- E. Conduct preliminary telephone or video conference interviews of screened candidates.
- F. Provide written reports of all findings.
- G. Prepare and deliver a product in the form of a search report that recommends the top six (6) to eight (8) candidates, and provide PSTA with detailed information about applicants from telephone interviews and reference checks from public domain, third-party sources and interviews. Assist PSTA in narrowing these candidates down to no more than four top-qualified individuals.
- H. Conduct further, in-depth reference checks of the candidates who are being seriously considered for the position.
- I. Schedule and coordinate the interview process leading to the selection of the candidate best-suited to the position (including assistance with drafting of interview questions). If none of the individuals is found by PSTA to be suitable, PSTA may require another slate of individuals to be furnished until one is selected.
- J. Provide such additional research, reference check as may be required by PSTA
- K. Review current compensation package and recommend changes, if necessary, based on market and competitive conditions. Assist PSTA in structuring job offer employment package.
- L. Facilitate and deliver ongoing communication, oral presentations, and detailed progress reports throughout the entire process.
- M. Contractor should have experience in recruiting for governmental agencies e.g. Transit agencies.



- N. All additional expenses to include but no limited to prospective employee travel expenses will be a pass through with NO ADDITIONAL MARK-UP.
- O. Keep candidates appraised of their status throughout the process, and notify applicants who are not selected.

#### **4.2 PLACEMENT WARRANTY**

The successful respondent shall re-initiate the search, at no fee to PSTA, if the successful candidate leaves employment either through resignation or termination (with or without cause) within two years of placement. The search firm shall also agree not to attempt to recruit any of PSTA's employees for other positions for a period of two years from completion of the contract.



**SECTION 5: CONTRACT**  
**AGREEMENT TO FURNISH EXECUTIVE SEARCH & RECRUITING SERVICES**

**THIS AGREEMENT** is made on this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Pinellas Suncoast Transit Authority (“PSTA”), an independent special district with its principal place of business at 3201 Scherer Drive, St. Petersburg, Florida, 33716, and, \_\_\_\_\_, (“Contractor”), a \_\_\_\_\_ with its principal place of business located at \_\_\_\_\_ (collectively, the “Parties”).

**WHEREAS**, PSTA issued a Request for Proposal No. RFX17-066P for executive search and recruiting services on \_\_\_\_\_, 2017 (the “RFP”); and

**WHEREAS**, Contractor submitted a Proposal to the RFP on or before \_\_\_\_\_, 2017 (“Contractor’s Response”); and

**WHEREAS**, PSTA’s Board of Directors awarded the RFP to Contractor at its Board of Directors Meeting on \_\_\_\_\_, 2017 (the “Effective Date”) for an amount not to exceed \$ \_\_\_\_\_ (the “Contract Total”) 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 A**), and the Contractor’s Response (attached hereto as **Exhibit B**). All of the foregoing are incorporated herein by reference and are made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the Exhibits, this Agreement takes precedence over the exhibits and any inconsistency between exhibits will be resolved in the following order:

This Agreement;  
The RFP;  
Contractor’s Response.

- 3. SCOPE OF WORK.** Contractor, at the direction of PSTA, shall provide executive search and recruiting services in recruiting and hiring management and executive level positions at PSTA. Contractor will conduct national searches for the most qualified individuals to fill various positions and will have authority to make an initial offer to prospective candidates before final negotiations are completed by PSTA in accordance with the specifications, tasks, and scope of work set forth in the RFP (the “Services”).

- 4. EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement shall become effective and commence on the Effective Date and shall remain in effect for a period of \_\_\_\_\_ ( )



year(s), unless terminated sooner as provided herein (“Contract Term”). This Agreement may be renewed upon mutual written agreement of the Parties for up to \_\_\_\_ (#) \_\_\_\_ [day/month/year] terms (each a “Renewal Term”) for a maximum total of \_\_\_\_\_ (#) [days/months/years].

## 5. TERMS OF PERFORMANCE.

*5.01 - Time for Completion.* Contractor shall commence the Services immediately upon receipt of a written request for Services from PSTA. Contractor shall complete the Services as requested by PSTA, and all tasks associated therewith, within the time requested by PSTA.

*5.02 - Representatives.* Prior to the start of any work under this Agreement, Contractor shall designate a primary and alternate representative, who will have management responsibility for the Services and who have decision making authority to act on all 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 nor 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.

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

*5.06 – Status Reports.* Contractor shall submit monthly written status reports to PSTA outlining the status of the Services to date throughout the Contract Term and any Renewal Term(s). Each status report shall be a concise narrative description of activities to date and planned activities until the next status report. A final report, consisting of one (1) original and two (2) copies, shall be submitted to PSTA upon completion of the Contract Term and any Renewal Term(s).

*5.02 - Contractor’s Responsibilities.* Contractor shall provide services of first quality in accordance with the customary standards of the profession, and will adhere to all requirements and specifications outlined in the Contract Documents regarding Contractor responsibilities.

*5.05 - Compliance with Laws.* Contractor shall be solely responsible for compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in the Contract Documents and that, in any manner, could bear on the Services including, but not limited to, all rules and regulations related to safety and compliance therewith. PSTA and PSTA’s Project Manager will communicate directly with Contractor’s Representative and shall have no authority to direct, oversee, or instruct Contractor’s employees, subcontractors, or 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. Contractor shall be



responsible for obtaining all necessary permits and licenses required for performance and completion of the Services.

*5.06 – Reviews.* Until the completion of the Contract Term and the final payment by PSTA, Contractor shall allow representatives of PSTA to visit the offices and other places of Contractor periodically without prior notice to monitor Contractor’s work completed or progress on the Services.

## **6. COMPENSATION.**

In consideration of Contractor’s faithful performance of the Services, PSTA agrees to pay Contractor pursuant to the unit prices set forth in Exhibit B. However, total payments to Contractor individual and in the aggregate shall not exceed the Contract Total. Payment shall be made only for Services that are actually rendered to and approved by PSTA. PSTA will make payment within in accordance with the Florida Prompt Payment Act.

*6.01 - Invoices.* Contractor shall submit monthly invoices to PSTA no later than the fifteenth (15<sup>th</sup>) day of the month for the prior month’s services. All invoices shall be submitted in accordance with the Florida Prompt Payment Act with all details prescribed by PSTA and delivered to the following address:

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

*6.02 - Disputed Invoices.* In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein.

*6.03 – 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 signed written agreement of the Parties.

PSTA may at any time, by written order, make changes within the scope of the Services to be performed by Contractor under the Contract Documents. However, no such written order shall serve to increase the Contract Total or give Contractor any claim for monies that would be in addition to the Contract Total. If any such change causes an increase or decrease in the estimated cost of, or the time required for, the performance of any part of the work under the Contract Documents, whether or not changed by the order, Contractor shall notify PSTA within seven (7) days in writing. The written notice shall state in all capital, bold letters that the change order would result in an increase in the Contract Total and/or the time for performance and shall include a statement outlining the reasons for the change, a complete description of the change, and detailed description of products to be purchased and any back-up detail and documentation supporting the request. Such notice must be submitted and approved by PSTA’s Board of Directors at a duly noticed public meeting prior to performing any work





contemplated by the change order. If Contractor proceeds with additional work prior to such approval or without providing the notice required herein strictly in accordance with the terms of this subsection, Contractor shall not receive any additional compensation for such work. Failure to agree to any adjustment shall be a dispute within the meaning of Section 12.

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

*7.03 - No Increase in Costs.* No services for which an additional cost or fee will be charged by Contractor shall be furnished without the prior express written authorization of PSTA. Any increase in costs which would serve to increase the Contract Total must be approved by PSTA's Board of Directors before such costs are incurred.

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

## **8. WARRANTIES AND COVENANTS.**

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

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

## **9. ASSIGNABILITY AND SUBCONTRACTING.**

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

*9.01 - Written Approval Required.* The rights and obligations of Contractor may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of, or encumbered in any way without



PSTA's prior written consent. Contractor may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subcontractor by PSTA.

*9.02 - Responsibility for Subcontractors.* If Contractor's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Contractor shall complete or pay to have completed the work which the assignee or subcontractor failed to complete at no additional cost to PSTA. In the event of any noncompliance by any assignee or subcontractor, Contractor shall be directly and wholly responsible for the noncompliance of its assignee or subcontractor and shall bear all attributable costs.

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

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

*9.05 - Provision for other Governmental Entities.* Unless otherwise stated in Contractor's Response, Contractor agrees to make the 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.**

*10.01 - Time of the Essence.* The timely receipt of the Services to PSTA is essential. If the Contractor is delayed in performing the work by a cause beyond its control, within ten (10) days upon receiving such knowledge, Contractor will inform PSTA in writing to request extended time for completion. If Services herewith are not received on time, PSTA may cancel the unfilled portion of this Agreement for cause, 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.

*10.02 - 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 and without penalty 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 upon thirty (30) days' written notice to Contractor. Any such termination shall be without any penalty or expense to PSTA. If PSTA terminates this Agreement pursuant to this subsection, Contractor shall promptly submit to PSTA its costs to be paid on work properly performed under the Contract Documents up to the time of termination. If Contractor has any property belonging to PSTA in its possession, Contractor shall account for the same and dispose of it as directed by PSTA or return to 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 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 the cure is permitted and other appropriate conditions, if applicable. Contractor may terminate this Agreement for cause if PSTA fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that Contractor must first provide notice of the alleged breach to PSTA and give PSTA thirty (30) days' written notice to cure the alleged breach. If PSTA cures the alleged breach or is making a good faith effort to cure said breach during the thirty (30) day cure period, Contractor may not terminate this Agreement.

*11.03 - Re-procurement.* If PSTA terminates this Agreement for cause under this Section, in addition to all other damages and remedies available to PSTA, Contractor shall be liable for all expenses incurred by PSTA in re-procuring elsewhere the same or similar items or services offered by Contractor.

*11.04 - Force Majeure.* If PSTA determines 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.



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

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

*11.07 - 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.

## **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 Project Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Contractor sends notice in the form of a written appeal to PSTA's Chief Executive Officer. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of PSTA's Chief Executive Officer shall be final and 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, or shall be forever barred.

*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 costs incurred



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

### **13. INDEMNIFICATION.**

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

*13.02 - Control of Defense.* Subject to the limitations set forth in this provision, Contractor shall assume control of the defense of any claim asserted by a third party against PSTA arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel in each case at Contractor's expense. Contractor shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If Contractor assumes control of the defense of any third party claim in accordance with this paragraph, Contractor shall obtain the prior written consent of PSTA before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by PSTA and all expenses including experts' fees, if (1) 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; (2) the third party claim seeks an injunction or equitable relief against PSTA; or (3) Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim



and shall furnish or cause to be furnished such records and information and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

#### **41. INSURANCE.**

*14.01 - Insurance.* Contractor 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 Contractor has subcontractors perform any portion of the work in the Contract Documents, either Contractor shall name those subcontractors as "additional insured" or each subcontractor shall be required to have the same insurance requirements as Contractor. Insurance must be maintained throughout the entire term of this Agreement. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced or termination of this Agreement. Delays in completing work resulting from failure of the Contractor to maintain insurance shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work had not been suspended.

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

- A Certificate of Insurance with the additional insured endorsement; or
- A Certified copy of the actual insurance policy.

PSTA, at its sole option, has the right to request a certified copy of policies required by this Agreement. Certificate of Insurance and policies must specify they are not subject to cancellation, non-renewal, material change, or reduced coverage unless at least thirty (30) days' notice is given to PSTA. Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to PSTA, if requested by PSTA, Contractor shall, within thirty (30) days after receipt of a written request from PSTA, provide PSTA with a certified copy or certified copies of the policy or policies providing the coverage required herein. Contractor may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies that are not relevant to the insurance required herein.

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

**Requirements - Commercial General Liability coverage will include, at a minimum:**



- (i) Premises Operations
- (ii) Products and Completed Operations
- (iii) Blanket Contractual Liability
- (iv) Personal Injury Liability
- (v) Expanded Definition of Property Damage
- The minimum limits 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 Agreement. In addition, the period for which claims may be reported should extend for a minimum of one (1) year following the expiration of this Agreement.

**Vehicle Liability Insurance** - Recognizing that the work governed by the Contract Documents requires the use of vehicles, Contractor, 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 with minimum limits at \$1,000,000 CSL.

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

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

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

**Professional Liability Insurance.** Recognizing that the work governed by the Agreement involves the furnishing of advice or services of a professional nature, Contractor shall purchase and maintain, throughout this Agreement, Professional Liability Insurance that shall respond to damages resulting from any claim arising out of the performance of the professional services or any error or omission of the Contractor arising out of the work governed by this Agreement. If the policy has a Claims-Made Provision, an Extended Reporting Period of two (2) years is requested.

- The minimum of Liability Limits shall be \$500,000.

## 16. MISCELLANEOUS PROVISIONS.

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

*16.02 - Entire Agreement.* The Contract Documents, including all exhibits, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous



written or oral negotiations, agreements, proposals, and/or understandings. There are no representations or warranties unless set forth in the Contract Documents.

**16.03 - 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: 3201 Scherer Drive North Saint Petersburg, FL 33716**

**16.04 - 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: Director of Procurement  
3201 Scherer Drive  
St. Petersburg, FL 33716

**To Contractor:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





**With required copy to:**  
Alan S. Zimmet, General Counsel  
Bryant Miller Olive, P.A.  
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.

*16.05 - 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.

*16.06 – Audit and Inspection of Records.* Contractor shall permit the authorized representative of PSTA, the State of Florida, the U.S. Department of Transportation, FTA, and the Comptroller of the United States to inspect and audit all data and records relating to its performance under this Agreement. These rights of audit shall extend for a period of three (3) years following final payment under this Agreement. Any such right of inspection and audit shall only be exercisable upon prior notice and during normal business hours. PSTA agrees that it shall bear all of its own costs and expenses with respect to such audit. In the event funds paid to the Contractor under this Agreement are later properly disallowed by PSTA, or a State or Federal agency because of accounting errors or charges not in conformity with this Agreement, Contractor shall refund such disallowed amounts to PSTA promptly.

*16.07 - 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.

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

[Remainder of this page intentionally left blank – signature pages follow]

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

CONTRACTOR:

PSTA:

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

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

WITNESS:

Approved as to form:

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

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



## ATTACHMENTS



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

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

(Give number and date of each)

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**ATTACHMENT 2**  
**PROPOSER INFORMATION FORM**  
(Required with proposal submittal)

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

PLEASE PRINT OR TYPE YOUR INFORMATION.

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

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

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

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

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

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

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

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

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

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

Number of calendar days required for completion: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



---

**ATTACHMENT 3**  
**PROPOSAL FORM**  
(Required with proposal submittal)

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

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

**Proposal prices shall be submitted with your proposal**

**Prices shall be firm, fixed unit prices inclusive of all charges not to exceed.**



**ATTACHMENT 4**  
**NON-COLLUSION AFFIDAVIT**  
(Required with proposal submittal)

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

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

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

_____	
Company Name	
_____	_____
Authorized Individual's Name (Print)	Authorized Signature
_____	_____
Date	Title

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

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

{NOTARY SEAL}

_____
Signature of Notary Public
_____
Name of Notary Typed, Printed, or Stamped

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



**ATTACHMENT 5**  
**CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT, SUSPENSION AND**  
**OTHER RESPONSIBILITY MATTERS**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

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

{NOTARY SEAL}

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

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

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

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



**ATTACHMENT 6**  
**CERTIFICATION OF LOWER-TIER PARTICIPANTS (SUBCONTRACTORS) REGARDING DEBARMENT,  
SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**  
(Required for subcontracts greater than \$25,000)

The Undersigned Lower Tier Participant (Subcontractor to the Primary Provider), 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 7**  
**E-VERIFY AFFIDAVIT**  
(Required with proposal submittal)

Contract #:       RFP # 17-066P      

Financial Project # (s): \_\_\_\_\_

Project Description: \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**ATTACHMENT 8  
CONTRACTOR'S STATEMENT ON 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.

\_\_\_\_\_  
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 9**  
**DRUG FREE WORKPLACE PROGRAM**  
(Required with proposal submittal)

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

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

{NOTARY SEAL}

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

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

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

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



**ATTACHMENT 10**  
**CONTRACTOR'S AND LOWER TIER PARTICIPANT'S REFERENCE FORM**

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

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

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

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

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

How Long at Present Location: \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_ Full Time: \_\_\_\_\_ Part Time: \_\_\_\_\_

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

Reference #1:

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone/Fax #: \_\_\_\_\_

Contact: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Reference #2:

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone/Fax #: \_\_\_\_\_

Contact: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Reference #3:

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone/Fax #: \_\_\_\_\_

Contact: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Reference #4:

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone/Fax #: \_\_\_\_\_

Contact: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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



**ATTACHMENT 11**  
**OFFER & AWARD**  
(Required with proposal submittal)

OFFER:

By execution below, Provider hereby offers to furnish the services as indicated herein.

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

*PSTA use only below this line.*

---

AWARD:

By execution below, PSTA accepts offer as indicated above.

\_\_\_\_\_  
Chief Financial Officer Signature

\_\_\_\_\_  
Date of Award

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

\_\_\_\_\_  
Date of Award



**ATTACHMENT 12**  
**REQUEST FOR WAIVER OF INSURANCE REQUIREMENTS**

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

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

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

Contract for: \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reason for Waiver: \_\_\_\_\_

\_\_\_\_\_

Policies Waiver  
will apply to: \_\_\_\_\_

\_\_\_\_\_

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

*PSTA use only below this line.*

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Approved \_\_\_\_\_

Not Approved \_\_\_\_\_

Risk Management \_\_\_\_\_

Date \_\_\_\_\_

PSTA Administrator appeal:

Approved: \_\_\_\_\_

Not Approved: \_\_\_\_\_

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



**ATTACHMENT 13**  
**STATEMENT OF NO PROPOSAL**  
(Not required with proposal submittal)

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

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

We, the undersigned, have declined to submit on your RFP # 17-066P for the following reasons:

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title