

**Request for Proposal  
RFP # 17-057P  
Security Guard Services**



**Pinellas Suncoast Transit Authority  
Procurement Division  
3201 Scherer Drive  
St. Petersburg, FL 33716  
Telephone (727) 540-1800  
Facsimile (727) 540-0681  
[www.psta.net](http://www.psta.net)**



<b>SUBMIT PROPOSAL TO:</b>	Pinellas Suncoast Transit Authority c/o Eric L. Haubner Attn: RFP No. 17-057P 3201 Scherer Drive St. Petersburg, FL 33716	<b>REQUEST FOR PROPOSAL</b> <b>RFP No. 17-057P</b> <b>Security Guard Services</b>
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**Contact Person:** Eric L. Haubner, Purchasing Agent II, EHaubner@psta.net

<b>Planned Procurement Schedule:</b>	
<b>Issue Date:</b>	September 29, 2017
<b>Non-Mandatory Pre-Proposal Meeting:</b>	October 10, 2017 9:00 a.m.
<b>Deadline for Questions:</b>	October 17, 2017 by 2:00 p.m. EST via email only
<b>Response to Questions:</b>	October 20, 2017 (Tentative)
<b>Proposal Due Date:</b>	October 30, 2017 by 2:00 p.m. EST
<b>Final Evaluation Meeting:</b>	November 7, 2017 (Tentative)
<b>Board Approval:</b>	December 6, 2017

**PSTA’s Mission:** To safely connect people to places

**Duration of Offer:** All Proposals shall remain in effect for a minimum of one hundred ninety (190) days from the Proposal opening date. **Offers that allow less than one hundred ninety (190) days for acceptance by PSTA will be considered non-responsive and will be rejected.**

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

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

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

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



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## **SECTION 1: INTRODUCTION**

### **Profile of the Authority**

Pinellas Suncoast Transit Authority (PSTA or the Authority) was created in 1984 via a merger of the St. Petersburg Municipal Transit System and the Central Pinellas Transit Authority to provide Pinellas County with a cohesive public transit system. A fleet of 194 buses and 16 trolleys serve 38 fixed routes throughout Pinellas County.

Pinellas County is 280 square miles with approximately 954,569 residents (2010 Census). Pinellas County is located along the west coast of Florida and includes a corridor of smaller beach communities along the Gulf of Mexico. Pinellas County is the second smallest county in the state of Florida; however, it is the most densely populated county in the state and is nearly three times more densely populated than the next closest county.

The Authority serves most of the unincorporated area and 19 of the County's 24 municipalities. This accounts for 98% of the County's population and 97% of its land area. The cities of St. Pete Beach, Treasure Island, Kenneth City, Belleair Beach, and Belleair Shore are not members of the Authority; however, St. Pete Beach and Treasure Island do contract for trolley service.

During fiscal year 2016, PSTA's vehicles traveled a total of 9.1 million revenue miles, providing approximately 611,000 hours of service, and 12.4 million passenger trips.

### **Officials**

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

### **Services and Service Delivery**

The Authority provides virtually all public transportation services in this area. These services include fixed route, demand response, and specialized services. The Authority maintains over 4,906 bus stops, 531 shelters, 14 transfer hubs, 4 customer service centers, and a fleet of 210 buses. Persons with disabilities who are unable to use regular bus service may be eligible for an ADA paratransit specialized service or Demand Response Transportation (DART). Since DART offers vehicles that are equipped with wheelchair lifts they are accessible to passengers in both wheelchairs and electric carts. DART service is a complement to the Authority's fixed routes with service available to certified customers during the same days and hours as the fixed route bus service at a fare of not more than twice the regular bus fare.



## SECTION 2: SCOPE OF SERVICES

1. **SCOPE:** The intent of Pinellas Suncoast Transit Authority in issuing this Request for Proposal is to obtain proposals for the purpose of establishing a contract for stable, reliable unarmed security guard services, exclusively for the purpose of building and property security for the below locations.
  
2. **LOCATION AND SCHEDULE OF SERVICES:** Services required under this contract shall be performed at:
  1. Park Street Terminal  
525 Park St.  
Clearwater, FL 33756
  
  2. Grand Central Station Terminal  
3180 Central Ave.  
St. Petersburg, FL 33712
  
  3. Shoppes at Park Place (Parkside Mall)  
3801 70<sup>th</sup> Avenue N  
Pinellas Park, FL 33781
  
  4. Pinellas Suncoast Transit Authority (Optional Location)  
3201 Scherer Drive N  
St. Petersburg, FL 33716

### 3. TERMINAL SECURITY GUARD HOURS:

	Park Street Terminal	Grand Central Station	Pinellas Park Transfer Center	PSTA (Optional Location)
<b>Monday</b>	7:00am to 11:30pm	7:00am to 11:30pm	7:00am to 5:30pm	8:00am to 4:30pm
<b>Tuesday</b>	7:00am to 11:30pm	7:00am to 11:30pm	7:00am to 5:30pm	8:00am to 4:30pm
<b>Wednesday</b>	7:00am to 11:30pm	7:00am to 11:30pm	7:00am to 5:30pm	8:00am to 4:30pm
<b>Thursday</b>	7:00am to 11:30pm	7:00am to 11:30pm	7:00am to 5:30pm	8:00am to 4:30pm
<b>Friday</b>	7:00am to 12:45am	7:00am to 12:00am	7:00am to 5:30pm	8:00am to 4:30pm
<b>Saturday</b>	7:00am to 12:45am	7:00am to 12:00am	7:00am to 5:30pm	N/A
<b>Sunday</b>	7:30am to 4:30pm	7:30am to 4:30pm	7:30am to 4:30pm	N/A
<b>Holiday</b>	7:30am to 4:30pm	7:30am to 4:30pm	7:30am to 4:30pm	N/A

### 4. ADDITIONAL SERVICES:

- A. Upon written notice, email or letter, from PSTA to the Site Supervisor or Main office, at least three (3) working days in advance, service locations may be added or deleted; hours, schedules or staff levels may be changed or additional services may be required at various times and locations throughout the County as circumstances warrant. These additional security services will then be provided at the same hourly charge quoted herein. The three (3) working days in advance notice will be waived during a county and/or PSTA emergency.



**5. PSTA HOLIDAYS:** The following days shall be holidays for the purpose of this contract:

New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

**6. CONTRACTOR'S RESPONSIBILITIES:**

- A. The contractor will provide the number of contracted personnel as outlined in this contract.
- B. The contractor will submit a written resume on each employee at a minimum of 72 hours before the employee begins training.
- C. The contractor will insure that all security guards are unarmed.
  - 1) Use of any private or company owned personal firearm or knife or carrying of a concealed firearm or weapon is prohibited under this contract. This applies even if the person is otherwise legally licensed to carry a concealed weapon.
- D. The contractor will insure that all security guards are employees of the contractor.
- E. The contractor will insure trained back-up guards are available to fill-in for any regularly assigned guard that fails to report for work.
- F. The contractor will insure that no Guard is assigned to any post unless that guard has been:
  - 1) Fully trained for that post.
  - 2) Approved in writing by the Safety and Security Superintendent of the area.
  - 3) Badged in accordance with the Safety and Security Superintendent's guidelines.
- G. The contractor shall insure that guards are at their post in ample time to receive information from the previous shift.
- H. The contractor shall report attendance at all posts to the Safety and Security Superintendent each day.
- I. The contractor shall insure that all guards at all locations remain on their assigned post unless performing authorized duties as listed in the individual site post orders.
- J. The contractor will insure that if any emergency occurs requiring a guard to leave during their duty time that a trained backup guard will be on post before the primary guard leaves.



- K. The contractor will provide the equipment listed in paragraph 9.
- L. The contractor will insure that no guard shall be scheduled for work for more than 12 consecutive hours.
- M. The contractor will insure that all required reports and paperwork are completed in accordance to instructions for the Safety and Security Superintendent and submitted on time.
- N. The contractor will insure that all meetings outlined in this contract or calls by PSTA are attended.

**7. CONTRACTOR'S SUPERVISORY AND POINT OF CONTACT:**

- A. One (1) contact person will be assigned by the contractor to cover all locations covered by this contract. The contractor's contact person shall have decision-making authority for the contractor. Specifically, the contact person will have the authority and responsibility to fire, schedule, discipline secure back-up guards when necessary, fill-in at guard posts temporarily if necessary (2 hours maximum), effect response to duly presented security requests from PSTA personnel, and perform all supervisory functions associated with proper control of a guard force in the field. Hiring, scheduling, directing, controlling and discharging of all guards shall be the sole function, responsibility and expense of the contractor.

**8. GUARD QUALIFICATIONS:**

- A. All guards must be high school graduates or possess a GED certificate, and valid Florida driver's license.
- B. Every guard must have held an active Florida Class "D" Security Officer license for the past two (2) years.
- C. Every guard must have two (2) years of security guard experience or two (2) years of military, or civilian police experience or a "G" license.
- D. Security guards shall be without felony records.
- E. Every guard must present a professional appearance in uniform attire.
- F. Every guard must have good personal hygiene.
- G. Every guard must be in good physical condition – every guard must be able to stand, walk, bend, jump, run and lift. (Positions are not to be fulfilled with "light duty" personnel").
- H. Every guard must be able to lift repetitively up to 20 lbs while standing.
- I. Every guard must be able to stand/walk not less than 45 min in a 60 min period. To conduct security rounds within the interior, exterior of the complex.





- J. Every guard must also be respectful of and have an understanding in cultural diversity issues.
- K. Every guard must remain calm during emergencies.
- L. Every guard must have the ability to remain alert throughout the duration of a shift.
- M. All security guards are to be proficient in the English language with the ability of full comprehension, speech and written communication skills. They must also have good near and distant vision, ability to distinguish basic colors and to hear conversational voice.
- N. All security guards shall have the ability to learn and perform their duties and assigned tasks, acquire knowledge of their assigned buildings and grounds, and of the rules, regulations and procedures of the security functions required by PSTA. They shall be able to take orders, follow directions, write reports acceptable to the Superintendent or contract administrator, communicate, and deal courteously and patiently with the public and employees.
- O. All security guards must be able to perform all tasks outlined in this contract.
- P. All security guards must be fully trained in the duties of the guard post they are assigned to.
- Q. All security guards must perform other duties assigned as mutually agreed to by PSTA.
- R. All security guards must be provided with contact equipment and contact phone numbers.
- S. All security guards must be able to contact local law enforcement with a form of communication. PSTA prefers a cell phone for communication.
- T. All security guards must notify PSTA with incident reports. A copy of the incident reports needs to be sent to PSTA to the Safety and Security Superintendent within 48 hours.
- U. All security guard's written correspondence must go through the PSTA Safety and Security Superintendent; ie: daily incident report and daily guard log.
- V. PSTA is a transportation agency and our first priority is to our customers and passengers. All guards are responsible for maintaining exceptional customer relations with PSTA passengers and employees.
- W. All security guards must attend PSTA Transit System Security Training at their own expense to become certified.
- X. Any violation of PSTA Policies and Procedures per RFP #12-012P will result in immediate removal of the security guard from PSTA Property. Upon removal of the security guard the contractor is responsible to immediately replace the security guard with a backup guard within 24 hours.

**9. BACKUP GUARDS:**



- A. PSTA's Safety and Security Superintendent shall be provided a list of at least three trained back-up personnel in addition to permanently assigned guards for each location displaying phone numbers, and copies of each guard's driver's licenses and State of Florida Guard licenses.
- B. This list must be kept current at all times.
- C. The trained back-up personnel must not be permanently assigned to any other location under this contract.

**10. REQUIRED EQUIPMENT:**

The following equipment will be supplied by the contractor for use of the contractor's employees at no additional charge to PSTA. All equipment cost, which includes airtime, shall be assumed by the contractor.

- a. The contractor will provide each security guard with a complete set of uniforms.
- b. The contractor will provide each shift with a two way radio system and or cellular phone.
- c. The contractor will provide each shift with a cellular phone, charger and two batteries, at no additional charge to PSTA. This phone shall be of such size and design to allow easy carrying and operation. CELLULAR PHONE IS TO BE OPERATIONAL AT ALL TIMES SO THAT WHEN CALLED, IT IS ANSWERED BY THE GUARD PERSONNEL ON DUTY. If the cell phone breaks or becomes non-functional it will be repaired or replaced within 24 hours.

**11. TRAINING:**

You must have successfully completed a minimum of 40 hours of professional training provided by a Security Officer School or Training Facility licensed by the Department of Agriculture and Consumer Services. The training may be obtained by one of the following methods:

- Successful completion of 40 hours of training before initial application.
- Successful completion of 24 hours of training before initial application and successful completion of 16 hours of training within 180 days of the date your application was submitted to the Division of Licensing.
  - a. These times are to be recorded on the contractor's payroll as training hours.
  - b. All training hours must be completed within 30 days from the start of training.
  - c. The contractor will provide documentation to PSTA showing that each guard has completed the required amount of training.
    - i. This documentation will include proof of:
      - a) Training hours.
      - b) Passing of a written exam with an 85% grade or better.

**12. LIABILITIES:**

In addition to indemnification requirements specified in Section A of this Request for Proposal, the contractor will be held responsible for any loss of, damage to or unauthorized use of PSTA property directly attributable to action or negligence of the contractor's employees. Monetary charges, such as



equipment replacement cost, unauthorized long distance calls, etc. will be deducted from the most current contractor's invoice being processed.

At no time or under any circumstances should a security guard attempt to apprehend a wrong-doer.

The guard is strictly responsible for reaching the proper authorities (police, fire rescue, etc.) in the case of an emergency.

### **13. BASIC GUARD DUTIES AND REQUIREMENTS:**

- a. The security guards shall provide maximum protection to PSTA property, buildings and equipment, at assigned locations(s), against loss or damage from preventable cause, including but not limited to fire, structure or equipment failure, theft, vandalism, trespass or other violation of the law.
- b. See that all entryway and exits are operational for activities after normal business hours.
- c. Ensure that all designated vehicles are locked. Any unsecured vehicles are to be documented in the daily guard report.
- d. Stop losses occurring through theft or causality, if possible to do so, without personal danger, and without apprehending a wrong-doer oneself.
- e. At each location, the contracting firm will provide a copy of the contract, post orders and special orders to the guard personnel. All security guards must read and comprehend the entire package.
- f. The contracting firm will be responsible to create and maintain a set of post orders for each site. All instructions found in the information activity clipboard/book, kept at the security guard station, are to be known and followed.
- g. Remain awake and alert while on duty.
- h. Give routine information to the public upon request.
- i. Each guard will be required to use each locations approved method of time keeping for hours worked. This includes time clocks, card access reports or written time sheets. Payment will be based on these documents.
- j. Climb stairs if applicable, patrol parking lots, and work indoors and outdoors.
- k. Conduct themselves with decorum at all times, and treat all employees and visitors with courtesy and tact.
- l. Be neatly attired in proper approved uniform while performing duties. Uniforms will consist of:
  - i. A clean pressed shirt with long or short sleeves with company name and security emblem embroidered on the front. Company logo on the left sleeve and America flag on the right sleeve.
  - ii. Dress pants.
  - iii. Baseball cap with "Security" embroidered above the brim.
  - iv. Cold weather coat with company name and security emblem embroidered on the front.
  - v. Black shoes and socks.
  - vi. Proper uniform is also described as clean, ironed and well fitting.
- m. Make written reports to the Safety and Security Superintendent detailing any incident, burnt out lights, improperly working doors and locks, building leaks, any apparent functional abnormality of mechanical, electrical or plumbing systems, or suspected or observed theft or vandalism.
- n. Complete incident and hazard reports when appropriate and send copies to the Safety and Security Superintendent.
- o. Immediately report to the Safety and Security Superintendent any hazardous or flooding condition, and clean up the area.



- p. Be able to identify the keys assigned to them and their function.
- q. Notify responsible authority when a problem required immediate attention outside of guard's ability.
- r. Turn out lights when rooms are not in use.
- s. Turn off water to any overflowing fixture.
- t. Learn the operation and the security personnel's responsibilities in the event of a fire alarm or burglar alarm.
- u. It is hereby noted that the duties and responsibilities of security guards on PSTA property include, but are not limited to, the above. Policy and procedure changes and additions made by the Safety and Security Superintendent will be appropriately conveyed by the Safety and Security Superintendent and will be followed by all security guards.
- v. Perform any other related work as required.
- w. The following are prohibited:
  - i. Possession of weapon(s) while performing security guard duties on PSTA property.
  - ii. Leaving assigned location unguarded.
  - iii. Radio or television entertainment, or recreational reading while on duty.
  - iv. Alcoholic beverages or illegal substances brought or consumed upon PSTA property.
  - v. Smoking in any PSTA building, office, garages or computer room.
  - vi. Personal visitors during duty hours.
  - vii. Using moving or handling any equipment except to fulfill duties, without explicit permission from the Safety and Security Superintendent. This refers to, but is not limited to: stoves, refrigerators, ovens, typewriters, calculators, copiers, data processing equipment, fan, heaters, tools, material, photographic or video equipment and telephones.
  - viii. Opening drawers or using desks, cabinets or furniture other than those assigned to the security function.
  - ix. Personal Electronic Devices (PEDS) are not to be used by guards for personal business while on duty.

**14. DEDUCTIONS FOR NON-PERFORMANCE:**

Upon the occurrence of any acts or omissions listed below deductions may be assessed in whole or in part, against the contractor in the amounts as indicated below, for each occurrence and for each day the occurrence remains uncorrected. In the event that the date of the initial occurrence cannot be established, the assessment will start from the date of discovery until the irregularity is corrected. Except for time and attendance infractions, the Safety and Security Superintendent shall provide the contractor with written notice of intent to make such assessment against the infractions listed below. These deductions will be deducted against monies due or to become due the contractor.

**A. \$350.00 Deductions**

- 1) The contractor is found to be placing on post guards that do not meet required employment criteria.
- 2) The contractor fails to fully staff a shift in accordance with paragraph 3 of this Section. Each trained and approved guard missing equals one (1) occurrence.

**B. \$150.00 Deductions**



- 1) Failure to maintain trained back-ups as required.
- 2) Failure to maintain a working cell phone, pager and radio system.
- 3) Failure to assign a properly uniformed guard as specified in this contract.
- 4) Failure to report missing damaged or expended fire extinguishers, smoke detectors, damaged sprinklers or any other fire safety deficiencies.
- 5) Failure to provide the Safety and Security Superintendent with any of the required paperwork.
- 6) Failure to carry out any assigned task outlined in the contract, post orders, special orders or direction given by the Safety and Security Superintendent.
- 7) Failure to wear proper identification credentials (photo ID).
- 8) Failure to maintain and/or safeguard the security guard logbook.
- 9) Failure to provide each guard and or location with appropriate equipment as specified in this contract.
- 10) Repeated failure by the guard force to fulfill any one of the security guard duties and responsibilities as outlined in this contract and post orders.

C. \$100.00 plus actual cost PSTA

- 1) Damaged PSTA Property. PSTA reserves the right to charge the contractor for any broken equipment caused by neglect or willful acts of its employees. The broken item will be repaired or replaced as determined by the Safety and Security Superintendent.
- 2) Misuse of PSTA Telephones. PSTA reserves the right to charge the contractor for any charges attributed to the security guard force.
- 3) PSTA will absorb the cost of replacing the first six (6) keys broken or lost per contract year. There will be a charge of seven (\$7.00) dollars for each key broken or lost after the initial six (6).
- 4) Replacement of lost or stolen ID badges or keys.

D. **REQUEST FOR WAIVER OF DEDUCTIONS:** If the contractor believes that reasonable grounds exist to request a waiver of liquidated damages, the contractor shall notify the Safety and Security Superintendent in writing. The Safety and Security Superintendent shall in its sole discretion determine whether the damages shall be waived in part or in whole and shall respond to the contractor in writing. The granting of a waiver hereunder shall apply only to the specific set of facts presented.



- E. **REMOVAL OF SECURITY GUARDS:** PSTA reserves the right to request dismissal from performing security service under this contract, any security guard found acting in a manner PSTA considers unacceptable, inappropriate for their duties, or attendance problems. No advanced notification is required.
  
- F. **CURRENT POST ORDERS:** The Post Orders will be provided at the time of award of this bid.
  
- G. **PAYMENT:** NOTICE TO CONTRACTOR: PSTA PAYS ON A MONTHLY BASIS IN ACCORDANCE WITH THE FLORIDA PROMPT PAYMENT ACT FOUND IN FLORIDA STATUTES SECTION 218.70. CONTRACTOR IS TO SUBMIT A MONTHLY INVOICE. ANY INVOICING SYSTEM DIFFERENT THAT THIS SYSTEM MUST BE ADJUSTED TO CONFORM TO PSTA'S BILL PROCESSING SYSTEM. THE FIRST AND SUCCEEDING INVOICES WILL BE FOR THE PREVIOUS MONTHS SERVICE. NO PRE-PAYMENTS WILL BE AUTHORIZED. THE ACCEPTABLE INVOICE DATE FOR THE PREVIOUS MONTHS SERVICE IS NOT EARLIER THAN THE FIRST DAY OF THE CURRENT MONTH.

All invoices to include the following information:

- 1) Location of service
- 2) Employees name
- 3) Charged hours
- 4) Applicable rates

A separate bill will be issued for each location of services. The billing address for PSTA is: 3201 Scherer Drive North, St. Petersburg, FL 33716, Attention: Accounts Payable.



## **SECTION 3: GENERAL PROPOSAL REQUIREMENTS**

### **3.1 Minimum Qualification Requirements**

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, which determination 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 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.

### **3.2 Public Meetings**

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

### **3.3 Compliance with Solicitation Requirements**

- A. Each Proposal should meet the requirements specified in this solicitation.
- B. Failure to submit the required forms and information in the manner specified may result in the Proposal being found non-responsive, at the sole discretion of PSTA.
- C. Proposals failing to demonstrate the stated minimum qualifications may be deemed non-responsive, at the sole discretion of PSTA.

### **3.4 Additional Information**

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

### **3.5 Contact with PSTA Staff (Cone of Silence)**

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



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

- B. This prohibition begins with the issuance of this solicitation and ends upon issuance of a purchase order or execution of the contract, whichever comes first, or upon cancellation of the solicitation. Violation of this prohibition may result in the Proposer being considered non-responsive.
- C. Notwithstanding the forgoing, during the negotiation period, Proposer may communicate with those members of PSTA staff, consultants, or third parties as designated by PSTA Director of Procurement.
- D. Proposer shall not disseminate ridership, fare or other data or information to any party without prior written approval from PSTA or as required by law.

### **3.6 Applicable Laws**

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

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

### **3.7 Mathematical Errors**

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

### **3.8 Solicitation Expenses**

Proposers shall bear all costs and expenses incurred with developing, preparing, submitting Proposals and participating in this process.

### **3.9 Sealed Proposals**

All Proposal sheets and the original forms shall be executed and submitted in a sealed envelope. All Proposals are subject to the conditions specified herein. Proposals that do not comply with these conditions are subject to rejection at the sole discretion of PSTA. The Cost Proposal form shall only be included in the Original, not in the Copies.

### **3.10 Insurance**

Proposer 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. All insurance renewal certificates must be on file with PSTA no less than fifteen (15) business days prior to the expiration of the current policy with the approved endorsements.





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 Proposer has subcontractors, including independent contractors, perform any portion of the work in the Contract Documents; either Proposer shall name those subcontractors and independent contractors as "additional insured" or each Subcontractor and independent contractor shall be required to have the same insurance requirements as Proposer. Insurance must be maintained throughout the entire term of this Agreement, insurance of the types and in the amounts set forth. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced or until termination of this Agreement. For services with a "Completion Operation Exposure", Proposer shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. Any penalties and failure to perform assessments shall be imposed as if the work had not been suspended.

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

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

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

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

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



Any certificate of insurance evidencing coverage provided by a leasing company for either workers' compensation or commercial general liability shall have a list of employees certified by the leasing company attached to the certificate of insurance. PSTA shall have the right, but not the obligation to determine that Proposer is only using employees named on such a list to perform work on the jobsite. Should employees not be named be utilized by Proposer, Proposer has the option to work without penalty until PSTA identify proof of coverage or removal of the employee by Proposer occurs, or alternately find Proposer to be in default and takes over the protective measures as needed.

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

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

Waivers. All insurance policies shall include waivers of subrogation in favor of PSTA, from Proposer and Proposer will ensure the compliance with any subcontractors.

**I. Project Specific Insurance Requirements** - The Following policies and minimum coverage shall be maintained throughout the entire term of this Agreement which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for services with a Completed Operations exposure, are as follows:

**A. Commercial General Liability Insurance:** including, but not limited to, Independent Contractors, Supplier Liability Premises/Operations, Completed Operations, and Personal Injury. Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. PSTA, its board members, officers, and employees shall be added as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured-Owners, Lessees, or Proposers).

**Minimum required Commercial General Liability coverage will include:**

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

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



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

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

**This policy should not be subject to any aggregate limit.**

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

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

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

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

If not covered under the Contractor's workers compensation policy, Subcontractor or Independent Contractors shall provide proof of coverage or exemption status to be maintained by Contractor.

### **3.11 Proposal Format and Content**

In preparing the Proposal, please duplex print all sections to reduce paper consumption and use recycled products, where feasible. Proposals shall be prepared on 8.5" x 11" paper with 1" margins on all sides. Typing shall be single spaced and no smaller than font size 11. Use of 11" x 17" fold out sheets for large tables, charts or diagrams is permissible, but should be limited. Each part of the Proposal should be clearly labeled and tabbed for easy reference and as outlined below.

**The Proposals shall be addressed and clearly marked as indicated below:**

Pinellas Suncoast Transit Authority  
**c/o: Eric L. Haubner, Purchasing Agent II**  
**Attn.: Proposal # 17-057P**  
3201 Scherer Drive  
St. Petersburg, Florida 33716

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



**Proposals shall contain the information listed below and formatted with the tabs in the Original and all Copies.**

This section contains instructions for providing the information required to evaluate the Proposals. Each required item is listed separately below with additional information as appropriate. Please provide separate responses to each of these items in the order in which they presented, under each tab accordingly. Any other relevant information not applicable to the required items should be provided as appendices to the Proposal. Completeness and clarity shall assist the evaluators in reviewing a Proposal.

**TAB 1**

- Table of Contents
- Cover Letter
  - A cover letter transmitting the Proposal must be submitted and dated. The letter must indicate that the Proposer agrees to be bound by the Proposal without modifications, unless mutually agreed to upon further negotiations between PSTA and the Proposer.
  - The cover letter shall contain the name, title, address, e-mail address, and telephone number(s) of an individual(s) with authority to bind the Proposer during the period in which PSTA is evaluating Proposals.
  - The cover letter must contain a statement that the Proposal is valid for a minimum of one hundred and twenty (120) days.
  - The cover letter must contain a statement that the firm is qualified to meet all requirements of the RFP.
  - The cover letter shall be signed by a principal of the Proposer or other person fully authorized to act on behalf of the Proposer.
- Detailed background of your company
  - Note in particular the length of time you have been providing the required services
  - Clearly identify the relevancy and similarity of the work performed to that which is required by this RFP.
  - Provide a list of references that you provide similar services (Minimum of 4).
  - Articles of Incorporation
  - Description of relationship with Subcontractors , if applicable
- Required Forms

**TAB 2**

- Approach to Providing Services
  - Describe your approach to conducting Security Guard Services.

**TAB 3**

- Cost Proposal

**TAB 4**

- The Proposer may include any additional information which may be beneficial to PSTA.
  - Proposer shall provide a description of what, if any, “value added” services can be provided by the Proposer to improve and enhance equity, efficiency, or effectiveness at no additional cost to PSTA, or if there is a cost associated. Describe the distinctive attributes of the Proposal that will set the Proposer apart from the rest.
  - Note this information will not be used in the evaluation process.

**3.12 Proposals or Withdrawal of Proposals**



- A. Any Proposal received at 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 at the Proposer's expense.
- B. Modifications in writing received prior to the time set for the Proposal opening will be accepted, however will not be considered if received after the time set.
- C. A Proposal may be withdrawn by the Proposer or their authorized representative, provided their identity is made known and written authorization provided.

### **3.13 Public Records**

All Proposals submitted are public records subject to production unless specifically exempt by Florida Statutes. Proposals which contain information that is "trade secret" as defined in Section 812.081, Florida Statutes, or otherwise exempt from Chapter 119, Florida Statutes shall be designated as such and the trade secret or exempt information shall be explicitly identified. However, any information marked as "trade secret" or exempt may be produced by PSTA in response to a public records request if PSTA determines, in its sole discretion, that the information does not meet the definition of "trade secret" in Section 812.081 and is not exempt from Chapter 119, Florida Statutes. Proposers may not designate its entire Proposal as confidential. The Proposer may not designate its cost proposal or any required proposal forms or certifications as confidential.

### **3.14 Interpretation of RFP Documents**

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

### **3.15 Addendum to RFP**

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

### **3.16 Type of Contract**

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

### **3.17 Term of Contract**

This Contract shall become effective and commence on the date of award by PSTA's Board of Director's ("Effective Date") and shall remain in effect for three (3) years with the option to extend for two (2) twelve month renewals at the mutual consent of both parties.



### **3.18 Forms**

Proposer shall comply with the request to complete and return all forms. All attachments shall be completed, signed, and submitted with the Proposal. PSTA, in its sole discretion, may disqualify a Proposer for failure to Complete the below requested forms.

- ATTACHMENT 1 – Acknowledgement of Addenda
- ATTACHMENT 2 – Proposer Information Form
- ATTACHMENT 3 – Cost Proposal Form
- ATTACHMENT 4 – Statement of No Proposal
- ATTACHMENT 5 – Non-Collusion Affidavit
- ATTACHMENT 6 – Certification of Restrictions on Lobbying
- ATTACHMENT 7 – Disclosure of Lobbying Activities
- ATTACHMENT 8 – Certification of Contractor Regarding Debarment, Suspension, and Other Responsibility Matters
- ATTACHMENT 9 – Certification of Lower-Tier Participants (Subcontractors) Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
- ATTACHMENT 10 – DBE Participation Form
- ATTACHMENT 11 – E-verify Affidavit
- ATTACHMENT 12 – Contractor’s Statement on Subcontractors
- ATTACHMENT 13 – Drug Free Workplace Program
- ATTACHMENT 14 – Contract



## SECTION 4: 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:

EVALUATION CRITERIA		MAXIMUM POINTS
A	Experience and Qualifications of the Proposer and Personnel	400
B	Approach and Methodology	250
C	Cost	350

**A) Experience and Qualifications of the Proposer and Personnel (400 Total Maximum Points)**

- 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) Approach and Methodology (250 Total Maximum Points)**

The evaluation will be based upon:

- How the firm will manage their responsibilities **(90 Total Maximum Points)**
- How the firm will schedule the work to be performed **(80 Total Maximum Points)**
- How the firm will work with PSTA personnel **(80 Total Maximum Points)**



**C) Cost (350 Total Maximum Points )**

- The proposal should state the total cost for the service. (350 Total Maximum Points)

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.

**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.

## **4.2 Qualifications for Award**

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

- The Proposer has the capacity, or the ability, to do business within the State of Florida.
- The Proposer has the capability to assure completion of the required services within the time specified under this contract.
- The Proposer presently has the necessary facilities, financial resources and licenses to complete the contract in a satisfactory manner and within the required time (at time of award for the facilities and licenses).
- 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.
- 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.
- 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.
- The Proposer is not on the Comptroller General's list of ineligible consultants.

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.



## SECTION 5: GENERAL CONDITIONS

### 5.1 Rights of PSTA in Request for Proposal Process

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

- Disqualify any Proposer in accordance with the General Conditions
- Reject any or all of the Proposals, at its discretion
- Remedy errors in the RFP
- Cancel the entire RFP
- Issue subsequent RFP
- Rank firms and negotiate with the highest ranking firm
- PSTA reserves the right to select the Proposal (s) 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 Proposers
- 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
- Negotiate with any, all or none of the Proposers
- Award a contract to one Proposer
- Accept other than the lowest priced Proposal
- Request any necessary clarifications or Proposal data without changing the terms
- Disqualify the Proposal(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer(s)
- Waive any informalities or irregularities in any Proposal or this process, to the extent permitted by law
- Make selection of the Proposer or Proposers to perform the services required on the basis of the original Proposals without negotiation

This RFP does not bind or commit PSTA to enter into a contract with any of the Proposers. In the event PSTA rejects all Proposals and concurrently provides notice of its intent to reissue, all Proposals will be exempt from public record production until PSTA issues a notice of intended decision on the reissued Request for Proposals.

### 5.2 Proposal Protest Procedures

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

- A. Right to Protest: Any interested party, as defined by FTA Circular 4220.1F, Chapter VII, as it may be amended from time to time, who wishes to protest a PSTA decision or intended decision concerning a bid or a contract award, shall file a written Notice of Protest with the CEO of PSTA within seventy-two hours after the posting of the bid tabulation or after the issuance of the notice of PSTA's decision or intended decision and shall file a formal written protest within ten days after the date of the Notice of Protest. The formal written protest shall state with particularity the basis of the protest, including the facts and law upon which the protest is based and providing any supporting documentation. Failure to



file a Notice of Protest of failure to file a formal written protest within the time periods set forth above shall constitute a waiver of protest.

- B. Providing a Bond: Any firm or person who files a protest shall file with PSTA, at the time of filing the formal written protest, a bond payable to PSTA in an amount equal to one percent of the estimate of the total value of the contract or \$5,000, whichever is less. Such bond shall be conditioned upon payment of all costs which may be adjusted against the protestor upon the conclusion of the protest proceedings. If the protest determination is not in favor of the protestor, PSTA shall recover all costs, damages and charges incurred by it during the protest, excluding attorneys' fees. Upon payment of such costs and charges by the person or firm protesting the decision or intended decision, the bond shall be returned.
- C. Consideration of Protest: PSTA's CEO will consider all protests of a PSTA decision or intended decision concerning a bid solicitation or a contract award where the protestor has complied with the requirements of subsections A and B of this section. When the CEO is a member of the committee that makes a recommendation or intended decision, the CEO shall designate a Department Director to consider the protest. The CEO or his/her designee shall not consider any protest presented orally or not presented within the time limits set forth in subsection A. The CEO or his/her designee shall provide the protestor and all other proposers with a written determination of the protest within fifteen (15) days of receiving the formal written protest. The CEO or his/her designee may provide an opportunity to resolve the protest by mutual agreement between the parties within seven days, excluding Saturdays, Sundays and legal holidays, of PSTA's receipt of the formal written protest.
- D. Protest to FTA: Any protestor whose protest has been denied by PSTA's CEO or his/her designee may file a protest with FTA within five days of the date the protestor has received actual or constructive notice of the CEO's or his/her designee's decision. The protestor must comply with FTA's procedures and FTA Circular 4220.1F, Chapter VII. PSTA's CEO or his/her designee shall submit any reports or documents requested by FTA in its consideration of the protest.
- E. Stay of Procurement During Protests: When a protest has been timely filed with PSTA or timely filed with FTA, during the pendency of that protest, PSTA shall not make an award of a contract. PSTA shall comply with all provisions of Chapter VII, if it proceeds to make an award during the pendency of a protest filed with FTA. If PSTA does not make an award while a protest is pending with PSTA, after five days from the date the CEO or his/her designee rendered his decision, the CEO or his/her designee shall confirm with FTA that FTA has not received a protest on the contract in question before PSTA proceeds with making an award or with the procurement if an award already had been made.
- F. Notice to Proposers: Proposals with recommendations will be posted on PSTA's website. Upon receipt of a formal written protest, PSTA will give notice of the protest to all Proposers, or if the Proposal already was awarded at the time the protest was filed with PSTA, only to the successful proposer. When a protest results in a delay of an award of the contract pending the disposition of the protest, the proposer(s) whose Proposals might become eligible for award will be requested, before expiration of the time for acceptance of their Proposals (with consent of sureties, if any) to extend the time for acceptance so as to avoid the need for re-advertisement and re-submittal.



### **5.3 Prices, Terms, Payment**

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

Taxes: PSTA does not pay federal excise and sales taxes or state excise and use taxes on direct purchases.

- A. Discounts: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for Proposal evaluation purposes.
- B. 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.

### **5.4 Tax Exemption**

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

### **5.5 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 this process.

### **5.6 Proposal Acceptance, Rejection, and Postponement**

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

PSTA may reject any Proposal in which the qualifications or prices are not deemed to be within an acceptable or competitive range. PSTA may seek clarifications from any or all Proposers regarding their Proposals, or may request that Proposers submit modified Proposals or Best and Final Offers so all Proposers should submit their best Proposal.

Any person, firm, corporation, joint venture/partnership, or other interested party that has been compensated by PSTA or a consultant engaged by PSTA for assistance in preparing the RFP Documents and/or estimate shall be considered to have gained an unfair competitive advantage in proposing and shall be precluded from submitting a Proposal in response to the RFP.

Any person, firm, corporation, joint venture/partnership, or other interested party that has continued discussions regarding this RFP with PSTA or consultant staff other than the contract administrator once the RFP is issued may be considered to have gained an unfair competitive advantage in proposing and may be precluded from submitting a Proposal in response to the RFP.



## **5.7 Use of “Pinellas Suncoast Transit Authority” Name in Contractor Advertising or Public Relations**

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

## **5.8 USDOT/FTA/FDOT Concurrence for Contract Award**

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

Proposer shall at all times comply with all applicable FTA regulations, policies, procedures, contract clauses and directives, including without limitation those listed directly or by reference in the Master Agreement between PSTA and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Proposer’s failure to comply shall constitute a material breach of this Contract.

## **5.9 Disadvantaged Business Enterprises (DBE) Participation**

In connection with the performance of this Contract, the successful Proposer agrees to cooperate with PSTA in meeting its commitments and goals with regard to maximum utilization of DBE. The policy and obligations for maximum utilization of DBE's are herein set forth:

- A. Policy: It is the policy of the Department of Transportation that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or apart with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR, Part 23 apply to this Agreement.
- B. DBE Obligation: PSTA and Proposer agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, PSTA or its consultants shall take all necessary and reasonable steps in accordance with 49 CF, Part 23, to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and to perform contracts. PSTA and its consultants shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

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

While there is no minimum percentage goal established, firms are encouraged to utilize certified DBEs and compliance with the goal may be fulfilled by DBE's performing as either:

- A member of a joint venture as a prime consultant;
- An approved subcontractor;
- An owner-operator of equipment;
- A renter of equipment to a prime consultant;
- A firm manufacturing and supplying goods used in the project;



- A firm supplying goods used in the project (when supplying goods, only 60 percent will be counted).

### **5.10 Exclusionary or Discriminatory Specifications**

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

### **5.11 Collusion**

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

### **5.12 Legal Requirements**

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

### **5.13 Public Entity Crimes**

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

### **5.14 Contract Execution**

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

### **5.15 Proposal Acknowledgement**

Proposers understand and agree that submission of a Proposal will constitute acknowledgement and acceptance of, and a willingness to comply with, all the terms, conditions and criteria contained in this RFP. This RFP, as well as any and all parts of the submitted proposal, may become part of any subsequent contract between the selected paratransit service provider and PSTA.



## **5.16 Joint Offers**

Where two or more firms desire to submit a single Proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. PSTA does not intend to contract with multiple firms doing business as a joint venture.

## **5.17 Incorporation of Federal Transit Administration (FTA) Terms**

Incorporation of Federal Transit Administration (FTA) Terms – The preceding provisions include, in part, certain Standard Terms and Conditions required by Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained the Agreement. The Proposer shall not perform any act, fail to perform any act, or refuse to comply with any PSTA requests which would cause PSTA to be in violation of the FTA terms and conditions.

## **5.18 E-Verify System**

Pursuant to the State of Florida, Office of the Governor, Executive Order Number 11-116, Verification of Employment Status, the selected Proposer entering into a contract for this RFP shall utilize the U.S. Department of Homeland Security's E-Verify System ([www.uscis.gov](http://www.uscis.gov)) in accordance with the terms governing the use of the system to confirm the employment eligibility of all new persons employed by the Proposer during the term of the contract. The selected Proposer entering a contract for this RFP shall also require any subcontractors performing work or providing services as independent contractors, during the term of the resulting contract to utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons employed by the subcontractor during the term of the contract.

The selected Proposer shall provide proof of registration in the E-Verify system to PSTA upon execution of the Contract.

## **5.19 Use of Other Governmental Contracts**

PSTA reserves the right to utilize applicable contracts made available by the State and Federal Government or other governmental entities which were procured under competitive solicitation for any items covered by this specification when the use of same is in the best interest of PSTA.

Additionally, the submission of any response to this RFP constitutes a response under the same terms and conditions and for the same effective period to all governmental entities.

Any State, Federal or other governmental entity may elect to utilize the selected Proposer under this RFP at their option. All State, Federal and other governmental entities will negotiate their own agreement and coordinate the requirements with the Proposer. PSTA will not be responsible for any transactions between the successful Proposer and any other State, Federal or other governmental entities that may elect to utilize this RFP. As a condition of using the successful Proposer's from this RFP, the governmental entity and Proposer shall hold PSTA harmless from any claims or lawsuits that may arise.



## ATTACHMENTS





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

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

(Give number and date of each)

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

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

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

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

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

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

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

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

\_\_\_\_\_

Company Name

\_\_\_\_\_

Authorized Individual's Name (Print)

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Title



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

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

PLEASE PRINT OR TYPE YOUR INFORMATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



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

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.

Compensation for the provision of the requested service shall be determined on a cost per applicant basis for the Assessments and a per hour charge for Travel Training.

The Cost Proposal must include all costs incurred by Proposer in providing the services under this Contract.

<b>3-YEAR BASE TERM</b>					
<b>ITEM</b>	<b>LOCATION OF DUTY/SERVICES</b>	<b>(A) ESTIMATED WEEKLY HOURS</b>	<b>UNIT</b>	<b>(B) UNIT COST</b>	<b>(C) EXTENDED ANNUAL COSTS</b>
1	Park Street Terminal	110.5	Hour		
2	Grand Central Station Terminal	109	Hour		
3	Shoppes at Park Place (Parkside Mall)	72	Hour		
4	Pinellas Suncoast Transit Authority	42.5	Hour		
<b>(D) TOTAL BASE TERM = (SUM EXTENDED ITEMS 1 THROUGH 4) * 3</b>					

<b>OPTION YEAR ONE</b>					
<b>ITEM</b>	<b>LOCATION OF DUTY/SERVICES</b>	<b>(A) ESTIMATED WEEKLY HOURS</b>	<b>UNIT</b>	<b>(B) UNIT COST</b>	<b>(C) EXTENDED ANNUAL COSTS</b>
1	Park Street Terminal	110.5	Hour		
2	Grand Central Station Terminal	109	Hour		
3	Shoppes at Park Place (Parkside Mall)	72	Hour		
4	Pinellas Suncoast Transit Authority	42.5	Hour		
<b>(D) TOTAL BASE TERM = (SUM EXTENDED ITEMS 1 THROUGH 4) * 3</b>					

<b>OPTION YEAR TWO</b>					
<b>ITEM</b>	<b>LOCATION OF DUTY/SERVICES</b>	<b>(A) ESTIMATED WEEKLY HOURS</b>	<b>UNIT</b>	<b>(B) UNIT COST</b>	<b>(C) EXTENDED ANNUAL COSTS</b>
1	Park Street Terminal	110.5	Hour		
2	Grand Central Station Terminal	109	Hour		
3	Shoppes at Park Place (Parkside Mall)	72	Hour		
4	Pinellas Suncoast Transit Authority	42.5	Hour		
<b>(D) TOTAL BASE TERM = (SUM EXTENDED ITEMS 1 THROUGH 4) * 3</b>					



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

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

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

\_\_\_\_\_  
Date Title



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

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

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

We, the undersigned, have declined to submit on your RFP # 17-057P for the following reasons:

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**ATTACHMENT 5**  
**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 6**  
**CERTIFICATION OF RESTRICTIONS ON LOBBYING**  
(Required with Proposal submittal)

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## ATTACHMENT 7 DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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





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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, the first sub-awardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontract, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/Proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-01."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s) employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form print his/her name, title, and telephone number.

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



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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

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

{NOTARY SEAL}

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

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

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

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



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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

{NOTARY SEAL}

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

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

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

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

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



**ATTACHMENT 10**  
**DBE PARTICIPATION FORM**  
(Required with Proposal submittal)

PSTA has not set a specific goal for this project. PSTA has set an annual DBE goal of 9.78%.

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

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

OR

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

OR

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**ATTACHMENT 11**  
**E-VERIFY AFFIDAVIT**  
(Required with Proposal submittal)

Solicitation #: RFP 17-057P

Project Description: Security Guard Services

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

- a) All persons employed by Vendor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including/Subcontractor's) assigned by Proposer to perform work pursuant to the contract with the Department. Vendor 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 12**  
**CONTRACTOR'S STATEMENT ON SUBCONTRACTORS**  
(To be completed for all, DBE and non-DBE, subcontractors)

1. There are NO sub-contractors associated with this Proposal.

\_\_\_\_\_

Company Name

\_\_\_\_\_

Authorized Individual's Name (Print)

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Title

**OR**

2. Listed below are sub-contractors associated with this Proposal. Additional sheets are attached as required. Disadvantage Business Enterprise Certifications are also attached as appropriate.

\_\_\_\_\_

Sub-contractor Company Name

\_\_\_\_\_

Address

\_\_\_\_\_

Contact Person

\_\_\_\_\_

Telephone #

\_\_\_\_\_

E-mail Address for Contact Person

\_\_\_\_\_

Gross Annual Receipts

\_\_\_\_\_

Age of Firm

\_\_\_\_\_

Sub-contractor Company Name

\_\_\_\_\_

Address

\_\_\_\_\_

Contact Person

\_\_\_\_\_

Telephone #

\_\_\_\_\_

E-mail Address for Contact Person

\_\_\_\_\_

Gross Annual Receipts

\_\_\_\_\_

Age of Firm



**ATTACHMENT 13**  
**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 14 - CONTRACT  
AGREEMENT TO FURNISH SECURITY GUARD 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. RFP17-057P for security guard 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 Price”) 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:

Exhibit A: The RFP

Exhibit B: Contractor’s Response.

- 3. SCOPE OF WORK.** Contractor, at the direction of PSTA, shall provide stable, reliable, unarmed security guard services for the purpose of building and property security at the following service locations

- Park Street Terminal  
525 Park Street  
Clearwater, FL 33756;





- Grand Central Station Terminal  
3180 Central Avenue  
St. Petersburg, FL 33712; and
- The Shoppes of Park Place (f/k/a Parkside Mall)  
3801 70th Avenue N  
Pinellas Park, FL 33781

in accordance with the specifications, tasks, and scope of work set forth in the RFP (the “Services”). Contractor shall provide one guard per shift, per location. The schedule of basic services at Park Street Terminal shall be 6:00 a.m. to 8:00 p.m, Monday through Saturday. The schedule of basic services at Grand Central Station shall be 6:00 a.m. to 8:00 p.m, Monday through Saturday, however these hours are subject to be change by written notice from PSTA in its sole and absolute discretion. The schedule of basic services at Shoppes of Park Place will be established by PSTA by written notice to Contractor. Contractor acknowledges that it has read the specifications for the Services and understands them.

Upon written notice from PSTA to Contractor, at least three (3) working days in advance, service locations may be added or deleted; hours, schedules, or staff levels may be changed or additional services may be required at various times and locations throughout the County as circumstances warrant. Any additional security services shall be provided at the same hourly charge quoted in the Contractor’s Response. The three (3) working days’ advance notice shall be deemed to be waived if during a state, county or PSTA state of emergency.

**4. EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement shall become effective and commence on the Effective Date and shall remain in effect for one (1) year unless terminated sooner as provided herein (the “Contract Term”). This Agreement may be extended upon mutual written agreement of the Parties for up to four (4) additional one (1) year terms (each an “Renewal Term”) for a maximum total of five (5) years.

**5. TERMS OF PERFORMANCE.**

*5.01 - Time for Completion.* Contractor shall commence work under this Agreement immediately upon receipt of a written purchase order from PSTA for Contractor to provide the Services.

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

*5.03 - Representatives.* Prior to the start of any work under this Agreement, Contractor shall designate a primary representative, who will have management responsibility for the Services and who has



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 or authority to bind the other party to any other contract or obligation. Contractor shall have no authority to and shall not pledge PSTA’s credit or in any way render PSTA a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

*5.04 - 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.

*5.05 - 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.

**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, as may be reduced per section 6.02. Payment shall be made only for services which are actually rendered to PSTA. Contractor shall submit invoices to PSTA no earlier than the first day of the current month for the prior month’s services. PSTA will make payment in accordance with the Florida Prompt Payment Act.

*6.01 - Invoices.* All invoices shall be submitted in accordance with the Florida Prompt Payment Act with all details prescribed by PSTA and delivered to the following address:

Pinellas Suncoast Transit Authority  
Attention: Finance Department/Accounts Payable  
Purchase Order or Contract #: \_\_\_\_\_  
3201 Scherer Drive  
St. Petersburg, Florida 33716



Or via E-Mail: [Accountspayable@psta.net](mailto:Accountspayable@psta.net).

All invoices shall include the location of service; the guard name(s); charged hours; and hourly rates. A separate invoice shall be issued for each location.

*6.02 – Deductions for Non-Performance.* Contractor acknowledges and agrees that the damages PSTA will suffer as a result of Contractor’s failure to provide the Services in accordance with the terms set forth in Section C(13) of the RFP are not readily ascertainable and would be incapable to quantify. As such, PSTA shall be entitled to liquidated damages as set forth in Section C(13) of the RFP (“Liquidated Damages”). Notwithstanding any other provision of this Agreement, Liquidated Damages shall begin to accrue from the date of the breach and shall not be affected by any cure period or grace periods. The Parties acknowledge that the Liquidated Damages are reasonable, are based on the anticipated harm caused by such breach, and are not a penalty. PSTA may, in its sole discretion, upon thirty (30) days’ written notice to Contractor, deduct Liquidated Damages from Contractor’s invoices for any amounts due or which may become due under this Agreement.

*6.03 - Payment Due Date.* Payment due date is calculated from the date PSTA’s Accounts Payable Accountant has received and accepted the invoice pursuant to the Florida Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the accepted date. All invoices must have the PSTA Purchase Order Number on them in order to be considered a proper invoice.

*6.04 - 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.

*6.05 – 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.

## **7.0 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.

*7.01 - Changes to the Services.* 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 Price or give Contractor any claim for monies that would be in addition to the Contract Price. If any such change causes an increase or decrease in the estimated cost of, or the time required for, the performance of any part of the work under the Contract Documents, whether or not changed by the order, Contractor shall notify PSTA within 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 Price 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 Price.

*7.03 - No Increase in Costs.* No services for which an additional cost or fee will be charged by Contractor shall be furnished without the prior express written authorization of PSTA. Any increase in costs which would serve to increase the Contract Price 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 Price 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.

## **8.0 WARRANTIES AND COVENANTS.**

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

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

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

## **11. TERMINATION OF AGREEMENT.**

This Agreement may be terminated with or without cause 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 in which to cure a defect in performance or non-performance. In such case, PSTA's written notice of termination to Contractor shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Contractor may terminate this Agreement for cause if PSTA fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that Contractor must first provide notice of the alleged breach to PSTA and give PSTA thirty (30) days' written notice to cure the alleged breach. If PSTA cures the alleged breach or is making a good faith effort to cure said breach during the thirty (30) day cure period, Contractor may not terminate this Agreement. Contractor agrees that any assessment or payment of Liquidated Damages as set forth in section 6.02 of this Agreement does not cure any defect in performance and



does not adequately compensate PSTA for the damages and harm sustained from a pattern of substandard performance.

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

*11.05 - 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.

#### **14. 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 which 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 which 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.

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

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

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

CONTRACTOR:

PSTA:

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

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

ATTEST:

\_\_\_\_\_  
Rachael Cappolla, Executive Assistant

WITNESS:

Approved as to form:

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

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