



**PINELLAS SUNCOAST TRANSIT AUTHORITY
ST. PETERSBURG, FLORIDA
SOLICITATION, OFFER AND AWARD FORM**

REQUEST FOR QUOTE

1. SOLICITATION #: RFP 25-320923	4. BRIEF DESCRIPTION: MARKETING SERVICES
2. ISSUE DATE: 04/04/2025	
3. FOR INFORMATION CONTACT Contracting Officer: NAME: Edith Randle E-MAIL: erandle@psta.net purchasing@psta.net	

5. CONFERENCE: (See Exhibit C for more information.)

IN PERSON LOCATION: PSTA ADMINISTRATIVE BUILDING FINANCE CONFERENCE ROOM 3201 SCHERER DRIVE SAINT PETERSBURG, FL 33716	DATE AND TIME: MONDAY, APRIL 14, 2025 09:30 AM EST (EASTERN STANDARD TIME) MICROSOFT TEAMS MEETING ID: 220 769 636 699 PASSCODE: EH7GN6GF JOIN THE MEETING NOW
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6. SUBMIT OFFER TO THE FOLLOWING WEBSITE (See Exhibit B for more information): https://psta.bonfirehub.com	7. OFFER SUBMISSION DUE DATE AND TIME: TUESDAY, APRIL 22, 2025 10:00 AM EST (EASTERN STANDARD TIME)
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8. SUBMIT WITH OFFER: ORIGINAL electronic offer including all exhibits and attachments listed on Page 2 of this form.

9. Offers will NOT be publicly opened.

10. FIRM OFFER PERIOD: Offers shall remain firm for a period of 90 calendar days from the date specified in Block 7, above.

11. This solicitation and any resulting contract, respectively, must include this Solicitation, Offer and Award Form and the exhibits and documents designated on Page 2 of this form.

OFFER
(To be completed by offeror)

12. DISCOUNT FOR PROMPT PAYMENT: ____%, ____ Calendar Days (Please refer to the Invoicing and Payment clause in Exhibit D)

13. If this offer is accepted within the period specified in Block 10 above, the offeror agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the solicitation.

14. ACKNOWLEDGEMENT OF AMENDMENTS: The offeror acknowledges receipt of the following solicitation amendments (write in all amendment numbers and amendment dates.

Amendment Number and Date	Amendment Number and Date	Amendment Number and Date

15. OFFEROR'S NAME AND ADDRESS: (Type or Print)	16. NAME AND TITLE OF OFFEROR'S REPRESENTATIVE (PERSON AUTHORIZED TO EXECUTE CONTRACTS): (Type or Print)
TELEPHONE: CELL PHONE:	17. OFFEROR'S REPRESENTATIVE SIGNATURE & DATE:
E-MAIL: FAX:	

AWARD
(To be completed by PSTA)

18. Offeror is a: DBE: Yes No SBE: Yes No

19. DBE: A DBE goal has NOT been established for this solicitation.

20. ACCEPTED AS TO:	21. TOTAL AMOUNT OF AWARD:	22. CONTRACT NUMBER:
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23. PSTA'S CONTRACTING OFFICER'S SIGNATURE & CONTRACT AWARD DATE:

Name: _____ Signature: _____ Date: ___/___/___

NAME	FORM DESCRIPTION	FORM #	SUBMIT WITH OFFER
Cover Sheet	Solicitation, Offer and Award Form	CS-01	YES
Schedule	Schedule	S-01	YES
Exhibit A	Representations and Certifications	A-02	YES
Exhibit B	Special Solicitation Instructions and Conditions	B-01	NO
Exhibit C	Solicitation Instructions and Conditions	C-03	NO
Exhibit D	Special Provisions	D-01	NO
Exhibit F	General Provisions	F-02	NO
Exhibit G	Disadvantaged Business Enterprise Provisions	G-03	YES
Exhibit H	Specifications	H-01	NO
Exhibit K	Contract	K	YES
Affidavit	FL Statutes Section-288-0071 Affidavit-of-Compliance	AFFIDAVIT	YES
Affidavit	FL Statues Section 787.06 Anti-Human Trafficking Affidavit	AFFIDAVIT	YES

SCHEDULE

CAUTION: A false statement in any offer submitted to PSTA may be a criminal OFFENSE.

NOTE: For Invitations for Bids the terms "Offer" and "Offeror" shall mean "Bid" and "Bidder", respectively; and for Request for Proposals the terms "Bid" and "Bidder" shall mean "Offer" and "Offeror", respectively, in this solicitation and any associated exhibits.

THE OFFEROR MUST SIGN AND DATE THIS SCHEDULE WHERE PROVIDED AND SUBMIT ALL PAGES WITH THE OFFER.

The rates include all costs that the offeror(s) intends to recover, such as, but not limited to: supervision, labor, equipment, materials, vehicle licensing, vehicle title, pick-up, financing, carrying charges, and all other such charges to accommodate the services and requirements. No price adjustments will be made, unless specifically provided for by an additional provision included in this contract.

BASE TERM (2 YEARS)

BRAND & CREATIVE SERVICES

Line Item	STAFF ROLE (Please Complete Based on Organization Roles)	BILLABLE RATE
1	Creative Directors	\$ -
2	Art Director	\$ -
3	Graphic Designer	\$ -
4	Copywriter	\$ -
5	Brand Strategists	\$ -
6	Content Creator	\$ -
7	Account Coordinator	\$ -
8	Account Manager	\$ -
9	Researcher	\$ -
10	Web/UX Designer	\$ -
11	Photographer	\$ -
12	Videographer	\$ -
13		\$ -
14		\$ -
14		\$ -

MEDIA PLANNING & BUYING

Line Item	STAFF ROLE (Make Adjustments to Roles Based on your Organization)	BILLABLE RATE
1	Media Buyer	\$ -
2	Digital Director	\$ -
3	Creative Directors	\$ -
4	Traffic Manager	\$ -
5	Media Analyst	\$ -
6	Account Coordinator	\$ -
7	Account Manager	\$ -
8		\$ -
9		\$ -
10		\$ -

PUBLIC OUTREACH		
Line Item	STAFF ROLE (Make Adjustments to Roles Based on your Organization)	BILLABLE RATE
1	Project Manager	\$ -
2	Content Developer	\$ -
3	Data Scientist	\$ -
4	Learning & Development Facilitator	\$ -
5	Community Engagement Coordinator	\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10		\$ -
CUSTOMER EXPERIENCE, SIGNAGE & WAYFINDING		
Line Item	STAFF ROLE (Make Adjustments to Roles Based on your Organization)	BILLABLE RATE
1	Experiential Graphic Designer	\$ -
2	Account Manager	\$ -
3	Account Coordinator	\$ -
4	CX Designer	\$ -
5	Researcher	\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10		\$ -

OPTION ONE (YEAR 3)

BRAND & CREATIVE SERVICES

Line Item	STAFF ROLE (Make Adjustments to Roles Based on your Organization)	BILLABLE RATE
1	Creative Directors	\$ -
2	Art Director	\$ -
3	Graphic Designer	\$ -
4	Copywriter	\$ -
5	Brand Strategists	\$ -
6	Content Creator	\$ -
7	Account Coordinator	\$ -
8	Account Manager	\$ -
9	Researcher	\$ -
10	Web/UX Designer	\$ -
11	Photographer	\$ -
12	Videographer	\$ -
13		\$ -
14		\$ -
15		\$ -

MEDIA PLANNING & BUYING

Line Item	STAFF ROLE (Make Adjustments to Roles Based on your Organization)	BILLABLE RATE
1	Media Buyer	\$ -
2	Digital Director	\$ -
3	Creative Directors	\$ -
4	Traffic Manager	\$ -
5	Media Analyst	\$ -
6	Account Coordinator	\$ -
7	Account Manager	\$ -
8		\$ -
9		\$ -
10		\$ -

PUBLIC OUTREACH

Line Item	STAFF ROLE (Make Adjustments to Roles Based on your Organization)	BILLABLE RATE
1	Project Manager	\$ -
2	Content Developer	\$ -
3	Data Scientist	\$ -
4	Learning & Development Facilitator	\$ -
5	Community Engagement Coordinator	\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10		\$ -

CUSTOMER EXPERIENCE, SIGNAGE & WAYFINDING

Line Item	STAFF ROLE (Make Adjustments to Roles Based on your Organization)	BILLABLE RATE
1	Experiential Graphic Designer	\$ -
2	Account Manager	\$ -

3	Account Coordinator	\$	-
4	CX Designer	\$	-
5	Researcher	\$	-
6		\$	-
7		\$	-
8		\$	-
9		\$	-
10		\$	-

OPTION TWO (YEAR 4)

BRAND & CREATIVE SERVICES

Line Item	STAFF ROLE (Make Adjustments to Roles Based on your Organization)	BILLABLE RATE	
1	Creative Directors	\$	-
2	Art Director	\$	-
3	Graphic Designer	\$	-
4	Copywriter	\$	-
5	Brand Strategists	\$	-
6	Content Creator	\$	-
7	Account Coordinator	\$	-
8	Account Manager	\$	-
9	Researcher	\$	-
10	Web/UX Designer	\$	-
11	Photographer	\$	-
12	Videographer	\$	-
13		\$	-
14		\$	-
15		\$	-

MEDIA PLANNING & BUYING

Line Item	STAFF ROLE (Make Adjustments to Roles Based on your Organization)	BILLABLE RATE	
1	Media Buyer	\$	-
2	Digital Director	\$	-
3	Creative Directors	\$	-
4	Traffic Manager	\$	-
5	Media Analyst	\$	-
6	Account Coordinator	\$	-
7	Account Manager	\$	-
8		\$	-
9		\$	-
10		\$	-

PUBLIC OUTREACH

Line Item	STAFF ROLE (Make Adjustments to Roles Based on your Organization)	BILLABLE RATE	
1	Project Manager	\$	-
2	Content Developer	\$	-
3	Data Scientist	\$	-
4	Learning & Development Facilitator	\$	-
5	Community Engagement Coordinator	\$	-
6		\$	-

7		\$	-
8		\$	-
9		\$	-
10		\$	-

CUSTOMER EXPERIENCE, SIGNAGE & WAYFINDING

Line Item	STAFF ROLE (Make Adjustments to Roles Based on your Organization)	BILLABLE RATE	
1	Experiential Graphic Designer	\$	-
2	Account Manager	\$	-
3	Account Coordinator	\$	-
4	CX Designer	\$	-
5	Researcher	\$	-
6		\$	-
7		\$	-
8		\$	-
9		\$	-
10		\$	-

OPTION THREE (YEAR 5)

BRAND & CREATIVE SERVICES

Line Item	STAFF ROLE (Make Adjustments to Roles Based on your Organization)	BILLABLE RATE	
1	Creative Directors	\$	-
2	Art Director	\$	-
3	Graphic Designer	\$	-
4	Copywriter	\$	-
5	Brand Strategists	\$	-
6	Content Creator	\$	-
7	Account Coordinator	\$	-
8	Account Manager	\$	-
9	Researcher	\$	-
10	Web/UX Designer	\$	-
11	Photographer	\$	-
12	Videographer	\$	-
13		\$	-
14		\$	-
15		\$	-

MEDIA PLANNING & BUYING

Line Item	STAFF ROLE (Make Adjustments to Roles Based on your Organization)	BILLABLE RATE	
1	Media Buyer	\$	-
2	Digital Director	\$	-
3	Creative Directors	\$	-
4	Traffic Manager	\$	-
5	Media Analyst	\$	-
6	Account Coordinator	\$	-
7	Account Manager	\$	-
8		\$	-
9		\$	-
10		\$	-

PUBLIC OUTREACH

Line Item	STAFF ROLE (Make Adjustments to Roles Based on your Organization)	BILLABLE RATE
1	Project Manager	\$ -
2	Content Developer	\$ -
3	Data Scientist	\$ -
4	Learning & Development Facilitator	\$ -
5	Community Engagement Coordinator	\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10		\$ -

CUSTOMER EXPERIENCE, SIGNAGE & WAYFINDING

Line Item	STAFF ROLE (Make Adjustments to Roles Based on your Organization)	BILLABLE RATE
1	Experiential Graphic Designer	\$ -
2	Account Manager	\$ -
3	Account Coordinator	\$ -
4	CX Designer	\$ -
5	Researcher	\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10		\$ -

(Name & Title)

(Offeror's Name)

(Signature of Offeror's Representative)

Date

EXHIBIT A
REPRESENTATIONS AND CERTIFICATIONS
(LOCALLY ASSISTED SUPPLY/SERVICE CONTRACT)

**** NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH THE OFFER ****

TABLE OF CONTENTS

1. Contingent Fee	1
2. Covenant Against Gratuities	1
3. Disadvantaged Business Enterprise (DBE).....	1
4. Interest of Public Officials	2
5. Parent Company and Identifying Data.....	2
6. Type of Business	2
7. Certification of Independent Price Determination	3
8. Communication Policy and Certification	3
9. Conflict of Interest Certification	4
10. Non-Discrimination Assurance	4
11. Disadvantaged Business Enterprise Goals	4
12. Execution of Contract	4
13. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.....	4
14. Certification of Restrictions on Lobbying	5
15. Verification of Employment Status Certification.....	5
16. Scrutinized Companies Certification.....	5
17. Statement Regarding Federal Funding	5
18. Foreign Country of Concern Disclosure Certification	6

REPRESENTATIONS

1. Contingent Fee

Except for full-time bona fide employees working solely for the offeror, the offeror represents as part of its offer that it (Mark one with an "X"):

has has not

been employed or retained any company or persons to solicit or obtain the contract resulting from this solicitation, and (Mark one with an "X"):

has has not

paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Covenant Against Gratuities

The offeror represents as part of its offer that no employee, official, or member of the Board of the Authority is or will be peculiarly interested or benefited directly or indirectly in the contract to be awarded by this solicitation. The offeror further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the Board of the Authority with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of any contract resulting from the solicitation. For breach of any representation or warranty in this clause, the Authority shall have the right to annul the contract awarded through this solicitation without liability and/or have recourse to any other remedy it may have at law.

3. Disadvantaged Business Enterprise (DBE)

The offeror represents as part of its offer that it (Mark one with an "X"):

is is not

a disadvantaged business enterprise (DBE). A DBE is defined as "a for-profit small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in case of any publicly owned

business, at least 51 percent of the stock is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it." For purposes of this definition, socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Native Americans; women; and any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

4. Interest of Public Officials

The offeror represents and warrants that no employee, official, or member of the Board of the Authority is or will be pecuniarily interested or benefited directly or indirectly in this contract.

5. Parent Company and Identifying Data

(a) The offeror represents as part of its offer that it (Mark one with an "X"):

is is not

owned or controlled by a parent company. A parent company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the offeror. To own the offering company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control an offeror as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

(b) If the offeror is not owned or controlled by a parent company, it shall insert its own Employer's Identification Number below:

(c) If the offeror is owned or controlled by a parent company, it shall enter in the blocks below the name and main office address of the parent company, and the parent company's Employer's Identification Number.

NAME OF PARENT COMPANY AND MAIN OFFICE
ADDRESS (INCLUDE ZIP AND PHONE):

PARENT COMPANY'S EMPLOYER'S IDENTIFICATION #:

6. Type of Business

(a) The offeror represents as part of its offer that it operates as (Mark one with an "X"):

- an individual a sole proprietorship
 a partnership a corporation
 another entity _____.

(b) If incorporated, under the laws of the State of:

(c) Age of the entity: ___ years, ___ months

(d) Previous year's annual gross receipts:

- less than \$500K \$500K - \$2 mil. \$2 mil. - \$5 mil. more than \$5 mil.

CERTIFICATIONS

7. Certification of Independent Price Determination

(a) By executing this certification, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to the opening (in the case of an advertised procurement) or prior to award (in the case of a negotiated procurement), directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or

(2) He/she: (i) is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

8. Communication Policy and Certification

(a) All oral and written communications with the Authority regarding this solicitation should be exclusively with, or on subjects and with persons approved by, the Contracting Officer identified in this solicitation. Discussions or communications with any other person could result in disclosure of proprietary or other competitive sensitive information or otherwise create the appearance of impropriety or unfair competition and, thereby, compromise the integrity of the Authority's procurement system.

(b) By executing this certification, the offeror certifies that it has not, and will not prior to contract award, communicate orally or in writing with any Authority employee or other representative (including Board members, PSTA contractors, or PSTA consultants) other than the Contracting Officer and on subjects approved by the Contracting Officer except as described below: (CHECK "NONE" IF NONE EXISTS.)

NONE

Name of PSTA Representative

Date and Subject of Communication

(c) This certification concerns a material representation of fact upon which reliance will be placed in awarding a contract. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to any other remedies the Authority may have, the Contracting Officer may terminate the contract resulting from this solicitation for default and/or recommend that the offeror be debarred or suspended from doing business with the Authority and/or have recourse to any other remedy it may have at law.

(d) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, he/she learns that its certification was, or a subsequent communication makes, the certification erroneous.

9. Conflict of Interest Certification

By executing this certification, I certify that:

(a) I have read and understand the General Provisions clause entitled "Interest of Public Officials" that will be incorporated into any contract resulting from this solicitation. I further understand that the pecuniary interest in that clause includes employment relationships.

(b) I understand the Authority has an internal conflict of interest policy for its employees that includes as an actual or possible conflict of interest whether or not a member of the employee's immediate family works for a firm doing, or seeking to do, business with the Authority.

(c) Mark one with an "X":

- To the best of my knowledge and belief, no employee of my firm is related to an Authority employee; or
- An employee of my firm is related to an Authority employee and a letter to the Contracting Officer explaining that relationship is attached to this Exhibit A.

(d) The requirements of this certification have been passed through to all first-tier subcontractors or subconsultants anticipated to be used at the time of the submission of my offer.

10. Non-Discrimination Assurance

The offeror certifies that it will not discriminate on the basis of race, color, national origin or sex in the performance of the contract expected to be awarded. The offeror understands that it is required to insert the substance of this clause in all subcontracts and purchase orders. Failure to carry out these requirements is a material breach of any contracts resulting from this solicitation and may result in the contract termination or such other remedy as the Authority deems appropriate. The offeror further agrees by submitting this offer that it will include this certificate, without modification, in all subcontracts and purchase orders.

11. Disadvantaged Business Enterprise Goals

If goals have been established, by executing this certification, the offeror certifies that it will comply with the provisions of Exhibit G entitled "Disadvantaged Business Enterprise Provisions," and will meet such goals as are established in any ensuing contract.

12. Execution of Contract

Upon award of this solicitation by PSTA's Board of Directors, the offeror agrees to execute the contract attached as Exhibit K.

13. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(1) The offeror certifies to the best of its knowledge and belief that it and its principals:

(i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency;

(ii) have not within a three-year period preceding this offer 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;

(iii) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(ii) of this certification; and

(iv) have not within a three-year period preceding this offer had one or more public transactions (federal, state, or local) terminated for cause or default.

(2) Where the offeror is unable to certify to any of the statements in this certification, the offeror shall attach an explanation.

14. Certification of Restrictions on Lobbying

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

The purposes of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, until a protest is resolved, or the competitive selection process is otherwise concluded, whichever is later. Nothing herein shall prohibit an offeror from contacting the purchasing division or PSTA's General Counsel to address situations such as clarification and/or questions related to the procurement process, the procedures to file a protest, or the status of a protest.

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

Any board member, officer, evaluation committee member, employee, agent or attorney who has been lobbied will immediately report the lobbying activity to the Authority's Chief Executive Officer.

15. Verification of Employment Status Certification

In accordance with Florida law, the offeror certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by offeror during the contract term who perform employment duties under any resulting contract to this solicitation and (a) that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to any resulting contract to this solicitation utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

16. Scrutinized Companies Certification

By executing this certification, the contract associated with this solicitation and each and every renewal thereof (if renewal is provided for herein), pursuant to section 287.135, Florida Statutes, the offeror certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) that it does not have business operations in Cuba or Syria, and (d) that it is not participating in a boycott of Israel, and that all such certifications are true as of the time offeror submitted its bid or proposal and as of the effective date of any renewal. Notwithstanding anything contained in this solicitation to the contrary, PSTA may terminate the contract resulting from this solicitation immediately if: (1) the offeror is found to have submitted a false certification regarding (a) – (d) above in accordance with section 287.135(5), Florida Statutes, or (2) the offeror is found to have been placed on the Scrutinized Companies that Boycott Israel List as that term is defined and such list is maintained pursuant to Section 287.135, Florida Statutes, or is otherwise engaged in a boycott of Israel. Such termination shall be in addition to any and all remedies available to PSTA at law. The provisions of this section shall only apply if the contract total is in excess of one million U.S. dollars (\$1,000,000.00).

17. Statement Regarding Federal Funding

The offeror recognizes and understands that while no federal funds are currently being used to fund this procurement, if indicated on the Solicitation, Offer, and Award Form (CS-01), PSTA may, in its sole and absolute discretion, elect to use federal funding in the future for purchases made under this procurement. In the event PSTA determines to do so, the offeror acknowledges and agrees that the provisions of Exhibit E attached to this solicitation and the required contract clauses from the Federal Transit Administration (FTA) shall apply and be binding on the successful offeror.

18. Foreign Country of Concern Disclosure Certification

This certification is applicable if the offer exceeds \$100,000.

Pursuant to section 286.101, Florida Statutes, the offeror is required to disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern.

Offeror's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Note that within one (1) year before proposing any contract to the Authority, such entity must provide a copy of such disclosure to the Florida Department of Financial Services.

By executing this certification, the offeror certifies that it either has, or will prior to contract award, disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern (CHECK "NONE" IF NONE EXISTS).

NONE

OR

CURRENT OR PRIOR INTEREST WITH FOREIGN COUNTRY OF CONCERN

If this option is selected, in the space below, provide:

1. The name and mailing address of the disclosing entity;
2. The amount of the contract or gift or grant or the value or the interest disclosed;
3. The applicable Foreign Country of Concern;
4. The date of the termination of the contract or interest;
5. The date of the receipt of the grant or gift;
6. The name of the agent or controlled entity that is the source or interest holder; and
7. State whether within one (1) year before submitting this offer, such entity provided a copy of the disclosure to the Florida Department of Financial Services.

SIGNATURE BLOCK FOR ALL REPRESENTATIONS & CERTIFICATIONS

NAME OF OFFEROR & ADDRESS (INCLUDE ZIP & PHONE)

Signature:

TYPE NAME:

DATE:

OFFERORS MUST SET FORTH FULL, ACCURATE AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION (INCLUDING THIS ATTACHMENT). FAILURE TO DO SO MAY RENDER THE OFFER NONRESPONSIVE OR UNACCEPTABLE.

EXHIBIT B
SPECIAL SOLICITATION INSTRUCTIONS and CONDITIONS

Table of Contents

1. Introduction 1
 2. Proposal Format and Preparation 1
 3. Evaluation and Basis for Award 2
 4. Evaluation Criteria 2
 5. Selection Procedure 3
 6. Questions Concerning the Solicitation 4
 7. Incorporation of Offeror’s Proposal 4

1. Introduction

The Pinellas Suncoast Transit Authority (PSTA) is an independent special district created by the State of Florida in 1984 to provide public transportation services in Pinellas County. It is governed by a 15-member Board of Directors comprised nearly entirely of elected officials making PSTA’s public profile in the local media and community quite significant. With transportation funding and policies being such an active issue in the larger Tampa Bay Region, PSTA needs a strong, but efficient marketing effort to ensure its positive messages of the value of public transportation are heard. In addition to passenger fares, funding for PSTA is obtained through ad valorem property taxes, as well as state and federal grants. PSTA is considered a nationwide leader in innovation in the transportation industry, starting with being the first transit agency in the country to partner with a Transportation Network Company in 2016, followed by unveiling of the region’s first zero emission, all-electric buses, and now advancing the region’s very first rapid transit service in its history. All these successes have been accomplished despite PSTA being one of the lowest-funded, most efficient transportation systems in the U.S. This innovation success in the face of funding challenges is a key message that needs to be promoted.

A fleet of 210 buses, including 20 trolleys serve about 40 fixed routes throughout Pinellas County. Additionally, more than two dozen additional trolleys are provided through contracted operations as is a 130+ vehicle paratransit program for people with disabilities. The management staff consists of a CEO who reports to a 15-member Board of appointed elected officials from the Cities and County in Pinellas County. Seven Department Directors report to the PSTA CEO and oversee the day-to-day provision of public transportation services in Pinellas County.

Pinellas County is 280 square miles with approximately one million residents located along the west coast of Florida. While part of the larger Tampa Bay region/media market, Pinellas County is one of the nation’s primary tourist destinations with numerous top-rated beaches and resorts along its Gulf of Mexico coast. 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. This level of density and lack of undeveloped land to construct new roads highlights the need for improved public transportation services.

2. Proposal Format and Preparation

(a) The following paragraphs detail the instructions and order to be followed in preparing a response to this RFP. The Authority reserves the right to reject any proposal as non-responsive, in its sole and absolute discretion, if the proposal fails to include any of the required information or fails to present the information in the specified order.

(b) Offerors shall submit an electronic copy of the proposal. Proposals must be received in <https://psta.bonfirehub.com> before the time and date on the solicitation cover sheet (Solicitation, Offer and Award Form CS-01).

(c) Each part of the proposal should be clearly labeled and tabbed for easy reference. The proposal shall be submitted in 8 ½” by 11” format with foldouts utilized as necessary. Organization charts may be one (1) 11x17 foldout landscape. **Font size minimum 11.**

(d) To aid in the timely, effective review of all proposals, it is required that each Offeror closely follow the content requirements provided in Paragraphs 3 and 4 below.

(e) Proposals shall be typed. Proposals should be prepared as simply and economically as possible while providing straightforward, concise information of the Offeror’s capabilities to satisfy the requirements of this RFP. Fancy binding, colored displays, promotional material, etc. are neither necessary nor desired. Technical literature about the Offeror’s

experience and qualifications must be included. The emphasis should be on completeness and clarity of content. Unnecessarily elaborate proposals or lengthy presentations are not desired.

(f) Proposals shall include a "Table of Contents" identifying the page numbers of where to find the various sections included in the proposal. Failure by an Offeror to respond to any of the following requirements may be a basis for elimination from consideration during the evaluation.

3. Evaluation and Basis for Award

1. Number of Awards. Multiple awards may be made.
2. Award of contract shall be made to the responsible Offeror who has provided a responsive offer.

4. Evaluation Criteria

Proposals will be evaluated based on "Technical Acceptability." A breakdown of points is provided below for 1,000 Total Maximum Points for "Technical Acceptability." All criteria are important, however, and it would be wrong to assume the criteria listed last are insignificant. In responding to Evaluation Criteria 1 to 5 below, the Offeror should organize its proposal so that the qualifications are clearly illustrated in each of the following categories.

No.	Criteria	Maximum Points
1	Cover Letter and Required Submittals	0
2	Qualifications of the Offeror	350
3	Qualifications of the Staff	300
4	Understanding/Approach to the Scope of Work	350
5	Exceptions	0
Total Points		1000

Section 1 – Cover Letter and Required Submittals – (No Points)

1. A cover letter transmitting the proposal must be submitted and dated. The letter should describe the Offeror's interest in the contract and a brief description of the general approach or unique features of the Offeror or team.
2. The cover letter shall also contain the name, title, address, E-mail address, and telephone number(s) of an individual(s) with authority to bind the Offeror during the period in which PSTA is evaluating proposals.
3. The cover letter shall identify the legal form of the Offeror. If the Offeror is a corporation, the cover letter shall identify in which state the company was incorporated. The letter should also include a description of the Offeror. If a consortium, joint venture or team approach is being proposed, provide the above information for all participating entities.
4. The cover letter shall be signed by a principal of the Offeror or other person fully authorized to act on behalf of the Offeror or team. The letter must indicate that the Offeror agrees to be bound by the contract upon award without modifications unless mutually agreed to upon further negotiations between PSTA and the Offeror.

Section 2 – Qualifications of the Offeror – (350 Maximum Points)

1. Provide a detailed description of the firm's knowledge, expertise, and capabilities in providing services within their selected specialization. This may include written processes, samples of creative materials or plans and documents, and any other supporting documentation to indicate the firm's processes for service, production, quality assurance, and reporting relevant to their selected service. **(150 Total Maximum Points)**
2. Describe in detail the offeror's portfolio and previous experience with assignments relevant to their selected specialization(s). Wherever possible, the firm should include sample work within public transportation, government, and nonprofit work. **(100 Total Maximum Points)**

3. Provide three references, including client name, address, contact person, telephone number, e-mail, project start, and end date as well as a project description. References should be for similar or related projects. **(100 Total Maximum Points)**

Section 3 – Qualifications of the Staff – (300 Maximum Points)

1. Information regarding the formal education, licenses maintained, professional designations, professional memberships, and employment history of key staff members that will be assigned to work on this assignment. Information should include current job responsibilities of the key staff members and expected job responsibilities for PSTA’s insurance program. **(200 Total Maximum Points)**
2. If any work is to be subcontracted, the proposal must address the above firm and staff qualifications for each subcontractor, a description of the services the subcontractor would perform as well as related projects and references. **(100 Maximum Points)**

Section 4 – Understanding/Approach to the Scope of Work – (350 Maximum Points)

1. The offeror's ability to perform the marketing services within their selected specialization(s). The offeror's ability to demonstrate an understanding of PSTA's specific needs as a public transit authority and governmental entity. The offeror's ability to demonstrate an understanding of and familiarity with target audiences in Pinellas County and the larger Tampa-St. Pete Designated Market Area. **(150 Total Maximum Points)**
2. The offeror's ability to present any innovative ideas or unique concepts used during the execution of a similar service category, and/or contract. Demonstrate methods the firm uses to measure and evaluate campaign effectiveness, optimize their approach, and remain informed of industry trends and emerging media. **(100 Total Maximum Points)**
3. The offeror's ability to indicate an ability to collaborate with internal staff and/or other firms for production, trafficking, execution, and evaluation of campaign performance and effectiveness. The offeror demonstrated the communication and collaboration methods outlined in Exhibit H. **(100 Total Maximum Points)**

Section 5 – Exceptions – (No Points)

Exceptions to, or variances from, any portion of the solicitation, including the statement of work, contract terms, **(INCLUDING ANY SUPPLEMENTAL AGREEMENTS OR CONTRACT TERMS, SOFTWARE AGREEMENTS, OR OTHER TERMS OR CONDITIONS)** will not be considered unless the Offeror specifically identifies them and provides all such terms or variations as part of this section. Exceptions are, however, strongly discouraged and may not be accepted by the Authority. As with price, Offerors are strongly encouraged to contact the Contracting Officer identified in Block 3 of the solicitation cover sheet (Solicitation, Offer and Award Form, CS-01) well in advance of the deadline for receipt of questions and offers with any proposed changes to the Authority's terms and conditions.

5. Selection Procedure

A. The Authority's Contracting Officer will appoint an Evaluation Committee to review technical proposals and make a recommendation for contract award to PSTA's Board of Directors. Technical proposals will be evaluated by the Evaluation Committee applying the evaluation factor(s) above. The ultimate decision on the contract award shall be made by PSTA's Board of Directors in its sole and absolute discretion.

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 for proposals determined to be "Acceptable" or "Potentially Acceptable." After completing this evaluation, the Contracting Officer may:

1. Proceed directly to the PSTA Board of Directors to consider awarding a contract based on the evaluation of initial offers; or

2. Seek clarifications 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 may be evaluated; and/or
3. 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 a 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 may present his/her recommendation for award to PSTA's Board of Directors based upon the total points for both the technical and price components of each best and final offer. The ultimate decision on the contract award shall be made by PSTA's Board of Directors in its sole and absolute discretion.

6. Questions Concerning the Solicitation

Questions and requests for clarification relating to this solicitation, shall be submitted in writing, to the contact person identified in the solicitation by mail, facsimile or commercial courier, at least five (5) working days in advance of the offer submission due date and time, which is the minimum time required for the Authority's reply to reach Offerors before the offer submission due date and time, as required by the "Acknowledgement of Amendments to the Request for Qualifications" clause. Questions received less than five (5) working days in advance of the offer submission due date and time will be responded to only if the Authority determines that the question and its response would have a material and substantive impact on the solicitation.

7. Incorporation of Offeror's Proposal

The successful Offeror's proposal will be incorporated into the resulting contract, by reference or full text. This includes any revisions and supplements through the date set for submission of best and final offers, if applicable.

PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)
ST. PETERSBURG, FLORIDA
EXHIBIT C
SOLICITATION INSTRUCTIONS AND CONDITIONS
(LOCALLY FUNDED - REQUEST FOR PROPOSALS)

Table of Contents

1. Acknowledgment of Amendments to Request for Proposals 1
2. Award of Contract..... 1
3. Rights of PSTA in Solicitation Process 2
4. Cancellation of Solicitation 2
5. Confidential Data 2
6. Discounts..... 3
7. Late Submissions, Modifications and Withdrawals of Offers 3
8. Multiple or Alternate Offers Not Accepted..... 3
9. Pre-Proposal Conference and Questions Concerning the Solicitation 3
10. Preparation of Offers 4
11. Submission of Offers and Samples 4
12. Access to Records 4
13. Omission..... 5
14. Code of Ethics 5
15. Public Entity Crimes 5
16. Protest Procedures..... 5
17. Order of Precedence 6
18. Lobbying 6
19. Notice Regarding section 287.05701, Florida Statutes..... 7

1. Acknowledgment of Amendments to Request for Proposals

- (a) If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
(b) Offerors shall acknowledge receipt of any amendment to this solicitation: (1) by signing and returning the amendment; or (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer. The Authority must receive the acknowledgment by the time and at the place and in the manner specified for receipt of offers through https://psta.bonfirehub.com.

2. Award of Contract

- (a) The contract for this solicitation will be awarded by PSTA's Board of Directors, in its sole and absolute discretion, to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Authority, price and other factors considered. A responsible offeror is one who affirmatively demonstrates to the Authority that the offeror has adequate financial resources and the requisite capacity, capability, and facilities to perform the contract within the delivery period or period of performance, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under the solicitation and laws or regulations applicable to this procurement.
(b) The Authority reserves the right to reject any or all offers in part or in total for any reason, to accept any offer if considered best for its interest, and to waive informalities and minor irregularities in offers received.
(c) The Authority may accept any item or group of items of any offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the solicitation, offers may be submitted for any quantities less than those specified, and the Authority reserves the right to make an award on any item for a unit quantity less than the quantity offered at the unit prices offered unless the offeror specifies otherwise in the offer.
(d) The PSTA Board of Directors may award a contract based on the offer received from the highest evaluated offeror without discussion.
(e) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not

form a part of any resulting contract; provided, however, that if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

3. Rights of PSTA in Solicitation Process

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

- (a) Disqualify any offeror in accordance with the information contained in this solicitation
- (b) Reject any or all of the proposals, in its sole and absolute discretion
- (c) Remedy errors in the solicitation documents
- (d) Cancel the entire solicitation
- (e) Issue subsequent solicitation(s) for the same or similar services
- (f) Rank firms and negotiate with the highest ranking firm or firms, as determined by PSTA in its sole discretion
- (g) Select the proposal(s) it believes will serve the best interest of PSTA
- (h) Appoint evaluation committees to review proposals
- (i) Seek the assistance of outside technical experts to review proposals
- (j) Approve or disapprove the use of particular subcontractors and suppliers
- (k) Establish a short list of offerors eligible for discussions after review of written proposals
- (l) Solicit best and final offers (BAFO) as part of its negotiations with an offeror or multiple offerors
- (m) Determine whether or not an Offeror is a responsible offeror
- (n) Reject any part of a proposal
- (o) Negotiate with any, all, or none of the offerors
- (p) Award a contract to one or more offerors
- (q) Accept other than the lowest priced proposal
- (r) Request any necessary clarifications or proposal data without changing the terms
- (s) Disqualify offeror(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the offeror(s)
- (t) Waive any informalities or irregularities in any proposal, to the extent permitted by law

The issuance of this solicitation does not bind or commit PSTA to enter into a contract with any of the offerors and does not create any property interest or expectation of any award.

4. Cancellation of Solicitation

This solicitation may be cancelled by the Authority at any time, whether before or after receipt of offers, in accordance with the Authority's procurement policies. PSTA's Board of Directors reserves the right to reject any and all proposals in whole or in part, to reissue the solicitation, or to cancel the entire solicitation, on such basis as PSTA's Board of Directors deems to be in its best interest to do so.

5. Confidential Data

Each offeror shall clearly mark each page of its proposal that contains trade secrets or other information which the offeror believes is exempt from disclosure pursuant to Article I, Section 24 of the Florida Constitution and Chapters 119 and 286, Florida Statutes (commonly referred to as the "Sunshine Laws"). If an offeror fails to clearly mark such information, or marks its entire proposal as a confidential trade secret, the Authority will be under no obligation to treat such information as confidential or exempt under the Sunshine Laws. Evaluation and disclosure of information marked according to the requirements of this section will be determined by the Authority in its sole and absolute discretion and in accordance with the Florida laws, rules and regulations.

6. Discounts

(a) Prompt payment discounts will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

(b) In connection with any discount offered for prompt payment, time shall be computed from (1) the date of completion of performance of the services or delivery of the supplies to the carrier if acceptance is at a point of origin, or date of delivery at destination or port of embarkation if delivery and acceptance are at either of these points, or (2) the date the correct invoice or voucher is received in the office specified by the Authority, if the latter is later than the date of performance or delivery. For the purpose of computing the discount earned, payment shall be considered to have been made on the date of the Authority's check.

7. Late Submissions, Modifications and Withdrawals of Offers

(a) Any offer received at <https://psta.bonfirehub.com> after the exact time specified for receipt will not be considered unless it is the only offer received and is received on the date specified for receipt of offers.

(b) Any modification of an offer is considered the new receipt of an offer and is subject to the same conditions as in subsection (a) of this provision.

(c) Offers may not be withdrawn after the deadline specified for receipt of offers.

(d) The only acceptable evidence to establish the date and time an offer was received shall be the date and time the offer was uploaded to <https://psta.bonfirehub.com> as reflected by the Bonfire service.

8. Multiple or Alternate Offers Not Accepted

(a) Definitions.

(1) "Multiple offers" means more than one offer submitted, each satisfying the specific stated requirements of the solicitation.

(2) "Alternate offers" means an offer submitted that may depart from the specific stated requirements of the solicitation.

(b) Unless otherwise specified in this solicitation, Multiple offers or Alternate offers shall not be accepted in response to this solicitation. All Multiple offers or Alternate offers shall be rejected; provided however, that if the offeror clearly identifies a primary offer, it shall be evaluated and considered for award as though it were the only offer submitted.

9. Pre-Proposal Conference and Questions Concerning the Solicitation

A pre-proposal conference may be held for all interested parties to discuss the solicitation requirements. The date and time for such conference, if any, is set forth on CS-01 (Solicitation, Offer and Award Form) of this solicitation.

Questions and requests for clarification relating to this solicitation, shall be submitted in writing, through <https://psta.bonfirehub.com> at least three (3) working days in advance of the scheduled conference to allow sufficient time for responses to be considered and prepared by the Authority.

Questions concerning the solicitation that are not addressed at the conference, if one is held, shall be submitted in writing through <https://psta.bonfirehub.com> no later than five (5) working days in advance of the offer submission due date and time, which is the minimum time required for the Authority's reply to be able to be received by offerors before the offer submission due date and time and acknowledged as required by the "Acknowledgement of Amendments" clause. Questions received less than five (5) working days in advance of the offer submission due date and time will be responded to only if the Authority determines that the question and its response would have a material and substantive impact on the solicitation.

10. Preparation of Offers

- (a) Offerors are expected to examine this entire solicitation, including any schedules, solicitation instructions, special provisions, general provisions, drawings, specifications, statements of work, and any other provisions of, and exhibits to, this solicitation, whether incorporated by reference or otherwise, prior to the submission of offers. Failure to do so will be at the offeror's risk.
- (b) Each offeror shall furnish the information required by the solicitation. Offerors shall sign and print or type their name on the form provided by the Authority for submitting an offer and each continuation sheet on which they make an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent of the offeror (other than an officer or a partner of the offeror) are to be accompanied by evidence of the agent's authority (unless such evidence has been previously furnished to the Authority).
- (c) Pricing shall be provided by offerors in the format required by the Authority. Where property is being offered, the prices offered shall include packing unless otherwise specified. In case of any discrepancy between a unit price and any calculations of extended or total price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- (d) Offers for property or services other than those specified in the Schedule (S-01) will not be considered unless specifically authorized in the solicitation.
- (e) The offeror must state a definite time for delivery of property or for performance of services unless otherwise specified in the solicitation. All measurements shall be in the system of weights and measures in common usage in the United States, and pricing shall be in U.S. dollars.
- (f) In computing any period of time for the solicitation or any resulting contract, "days" means calendar days, and the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Florida holiday, in which event the period shall run to the end of the next business day. This provision does not apply to bid protest.
- (g) Offerors are responsible for all costs and expenses incurred preparing and submitting its offer, and participating in the solicitation process. PSTA shall not be responsible to any offeror for such costs.

11. Submission of Offers and Samples

- (a) Offers and modifications thereof shall be submitted via <https://psta.bonfirehub.com> as described in Exhibit B. No other format will be accepted, including but not limited to printed or hand-delivered offers, or electronic offers submitted via email or to any other internet address.
- (b) Samples of items, when required, must be delivered to PSTA's administrative offices and submitted within the time specified and, unless otherwise specified in the solicitation, at no expense to the Authority. If not destroyed by testing, samples will be returned at the offeror's request and expense, unless otherwise specified in the solicitation

12. Access to Records

- (a) The offeror agrees to provide PSTA or any authorized representatives access to any books, documents, papers and records of the offeror which are directly pertinent to the contract to be awarded for the purposes of making audits, examinations, excerpts and transcriptions.
- (b) The offeror agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (c) The offeror agrees to maintain all books, records, accounts and reports required under the contract to be awarded for a period of not less than three (3) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case offeror agrees to maintain same until PSTA or any duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

13. Omission

Notwithstanding the provision of drawings, technical specifications or other data by PSTA, the offeror shall have the responsibility of supplying all details required to make an accurate proposal of the solutions and/or services offered even though such details may not be specifically mentioned in the specifications.

14. Code of Ethics

With respect to this solicitation, if any offeror violates or is a party to a violation of the State of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such offeror may be disqualified from performing the work described in this solicitation or from furnishing the goods or services for which the offer is submitted and shall be further disqualified from submitting any future proposals to the Authority.

15. Public Entity Crimes

In accordance with Section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a 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 on leases or real property to a public entity, may not be awarded or perform work as an offeror, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

16. Protest Procedures

(a) Right to Protest – Any interested party, who wishes to protest a PSTA decision or intended decision concerning a contract award, must file a written notice of protest with the CEO/ED of PSTA within seventy-two (72) hours after either the issuance of the notice of intended decision or the notice of PSTA's decision and must file a formal written protest within ten (10) days after the date of the filing of the notice of protest. For purposes of this section, "Interested Party" means a party that is an actual or prospective offeror whose direct economic interest would be affected by the award or failure to award the contract at issue, (subcontractors are excluded), who has submitted a timely proposal in response to this procurement solicitation and has a material interest in the decision being protested, who wishes to protest a PSTA decision or intended decision concerning a contract award.

The notice of protest must be signed by the person who signed the offeror's response to PSTA's procurement solicitation. The notice of protest shall state with particularity the name and address of the protesting party and its relationship to the procurement sufficient to establish that the protest is being filed by an Interested Party. If the notice of protest is submitted electronically, the protester must submit a hard copy to PSTA's CEO/ED within twenty-four (24) hours of submitting the electronic copy.

The formal written protest shall state with particularity the identity of the contact person for the protester, including name, title, address, telephone, fax, and email address; identification of the procurement; the basis of the protest, including the facts and law upon which the protest is based; a statement of the specific relief requested; and a notarized affirmation by the protester (if an individual) or by an owner or officer of the protester (if not an individual) as to the truth and accuracy of the statements made in the protest submittal; and providing any supporting documentation. If the formal written protest is submitted electronically, the protester must submit a hard copy of the executed formal written protest to PSTA's CEO/ED within twenty-four (24) hours of submitting the electronic copy unless the CEO/ED waives such requirement.

Failure to file a notice of protest or failure to file a formal written protest within the time periods set forth above shall constitute a waiver of protest. A notice of protest or a formal written protest will be considered filed when received by PSTA's CEO/ED. A formal written protest may be supplemented if new evidence or information becomes available to the protestor, but in no case will a supplement file more than ten (10) days after the filing of the formal written protest will be considered. All bid protests will be governed by the PSTA's Rules and Regulations.

(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 (1) 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 protester, 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/ED 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/ED is a member of the committee that makes a recommendation or intended decision, the CEO/ED shall designate a Department Director to consider the protest. The CEO/ED or his/her designee shall not consider any protest presented orally, not presented in a manner complying with subsection (a), or not presented within the time limits set forth in subsection (a). The CEO/ED or his/her designee shall provide the protestor and all other bidders with a written determination of the protest within fifteen (15) days of receiving the formal written protest. The CEO/ED's or his/her designee's decision is final. The CEO/ED or his/her designee may provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays and legal holidays, of PSTA's receipt of the formal written protest.

(d) Stay of Procurement During Protests – There shall be no stay of the bid process or the procurement during protests.

(e) Notice to Bidders – Bid tabulations with recommendations will be posted on a bulletin board maintained at PSTA's principal place of business for purposes of posting bid tabulations. Upon receipt of a formal written protest, PSTA will give notice of the protest to all bidders, or if the bid already was awarded at the time the protest was filed with PSTA, only to the successful bidder. When a protest results in a delay of an award of the contract pending the disposition of the protest, the offeror(s) whose offer(s) might become eligible for award will be requested, before expiration of the time for acceptance of their offers (with consent of sureties, if any) to extend the time for acceptance so as to avoid the need for re-advertisement and re-bidding.

17. Order of Precedence

In the event of any inconsistency between the provisions of the solicitation (including any resulting contract), the inconsistency shall be resolved by giving precedence in the following order:

- (1) Federal Addendum to General Provisions (if applicable)(Exhibit E-01)
- (2) the Form of Contract (Exhibit K);
- (3) Schedule (Form S-01);
- (4) Representations and Certifications (Exhibit A; Form A-02);
- (5) Any addenda issued by PSTA;
- (6) Special Solicitation Instructions and Conditions (Exhibit B; Form B-01);
- (7) Solicitation Instructions and Conditions (Exhibit C; Form C-03);
- (8) Special Provisions (Exhibit D; Form D-01);
- (9) General Provisions (Exhibit F; Form F-02); and
- (10)the Specifications or Statement of Work (Exhibit H; Form H-01);
- (11) the Solicitation, Offer, and Award Form (Form CS-01); and
- (12)Disadvantaged Business Enterprise Provisions (Exhibit G; Form G-03).

18. Lobbying

Lobbying of any PSTA Board member, officer, evaluation committee member, employee, agent or attorney by a bidder, any member of the bidder's staff, any agent or representative of the bidder, whether compensated or not, or any person employed by any legal entity affiliated with or representing the bidder shall be prohibited on all competitive selection processes and contract awards, including but not limited to requests for proposals, requests for quotations, requests for qualification, invitation for bids, bids or the award of purchasing contracts of any type. Lobbying is strictly prohibited from the date of the advertisement or on a date otherwise established by the Pinellas Suncoast Transit Authority Board of Directors, until either an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded. The purposes of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a protest is resolved, or the competitive selection process is otherwise concluded. Nothing herein shall prohibit a bidder from contacting the purchasing division or PSTA's General Counsel to address situations such as clarification and/or questions related to the procurement process or protest. The Pinellas Suncoast Transit Authority Board of Directors, when the award of the bid is within the Board of Directors' authority, shall deem any bidder who violates the provisions of this Paragraph non-responsible and non-responsive, and the bidder's proposal or bid shall not be considered by the evaluation committee or the Board of Directors. When an award of bid is within the CEO/ED's authority, the CEO/ED shall deem any bidder who violates the provisions of this Paragraph non-responsible and non-responsive and the bidder's proposal or bid shall not be considered by the CEO/ED. For the purposes of this Paragraph, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with the bidding process through direct or indirect oral or written communication. Lobbying includes such

actions whether performed by the bidder itself, any employee of the bidder, the bidder's attorney, agent or other paid or non-paid representative, or any person who performs such actions on behalf or at the behest of the bidder. Further, lobbying includes the attempt to influence Board members while they are performing their functions for other governmental entities (e.g. a city or Pinellas County).

19. Notice Regarding section 287.05701, Florida Statutes

Section 287.05701, Florida Statutes, as may be amended, states in pertinent part as follows:

Prohibition against considering social, political, or ideological interests in government contracting.—

(1) As used in this section, the term "awarding body" means:

(a) For state contracts, an agency or the department.

(b) For local government contracts, the governing body of a county, a municipality, a special district, or any other political subdivision of the state.

(2) (a) An awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

(b) An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

EXHIBIT D
SPECIAL CONTRACT PROVISIONS

Table of Contents

1. Type of Contract 1

2. Term of Contract 1

3. Exercise of Option 1

4. Ordering 2

5. Escalation Clause 2

6. Availability of Funds 2

7. Invoicing and Payment 2

8. Warranty of Service 3

9. Minimum Insurance Requirements 3

10. Key Personnel 5

11. Contract Identification Number 5

1. Type of Contract

- (a) This is a fixed price indefinite quantity, indefinite delivery contract for the supplies and/or services specified in Exhibit H.
- (b) Except for any limitations on quantities, which may be specified elsewhere in this contract, there is no limit on the number of orders that may be issued. However, the quantities included in this solicitation are estimates only and are not any guarantee of any amount of work under the contract to be awarded.
- (c) Orders issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order.
- (d) The contract shall govern the Contractor's and Authority's rights and obligations with respect to that order (all as further defined in Exhibit K to this solicitation), to the same extent as if the order were completed during the contract's effective period.

2. Term of Contract

The term of contract shall be two (2) years from the date of the award of contract, with three (3) one (1) year options to follow.

3. Exercise of Option

- (a) The Authority may exercise the option listed on the Schedule (S-01) of this contract by written notice to the Contractor within the term of the contract. If feasible, the Authority shall give the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Authority to an extension, and any absence of notice shall not affect the validity of any exercise of the option to extend the term of this contract.
- (b) If the Authority exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) year(s) from contract award.

4. Ordering

(a) Any services to be furnished under this contract shall be obtained by the issuance of orders. The Contracting Officer (as identified in CS-01) and his/her designated representative(s) are the only individuals with the authority to place orders against this contract.

(b) All orders are subject to the terms and conditions of this contract. In the event of conflict between an order and this contract, the contract shall control. In the event an order is issued within the contract term that would require services beyond the contract's effective period, such order shall be completed in accordance with the contract to be awarded and the contract shall be deemed to be extended only for the completion of such order.

(c) PSTA may require each Contractor to provide a yearly list of the staff and qualifications, with updated hourly rates per Service Category approved to maintain its contract with PSTA.

(d) Orders may be issued by electronic mail with an attached order.

5. Escalation Clause

(a) All prices are to remain firm for the contract term.

(b) Any escalation in prices thereafter must be requested in writing to the Contracting Officer at least thirty (30) days in advance of the date the change is requested to take effect. One escalation request may be authorized per yearly term, subject to the approval of the Contracting Officer. Nothing contained in this section shall be deemed to alter the requirements in Exhibit F (General Provisions) section titled "Changes" or the limitations of authority to increase the Contract Total without complying with Exhibit F.

(c) Written requests for escalation must include official supplier notices as backup documentation and such supplier notices shall be effective no sooner than thirty (30) days after the requested escalation.

6. Availability of Funds

Funds are not presently available for performance under this contract beyond the current fiscal year. The Authority's obligation for performance of this contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Authority for any payment may arise for performance under this contract beyond the current fiscal year, until the Contractor receives notice of availability of funds, in writing, from the Authority.

7. Invoicing and Payment

(a) The Contractor may offer a discount for prompt payment.

(b) Invoices shall be submitted once per month and shall conform to policies or regulations adopted from time to time by the Authority, and shall be submitted in accordance with the Florida Prompt Payment Act, section 218.72, et seq., Florida Statutes. Invoices shall be legible and shall contain, as a minimum, the following information: (1) the contract and order number (if any); (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any); (3) any discounts offered to the Authority under the terms of the contract; (4) evidence of the acceptance of the supplies or services by the Authority; (5) unique traceable invoice number(s); and (6) any other information necessary to demonstrate entitlement to payment under the terms of the contract. Failure to provide the above critical information may result in the rejection and return of the invoice for resubmission with complete data.

(c) Invoices shall be paid in accordance with the Florida Prompt Payment Act, section 218.72, et seq. To ensure timely processing of payments, all invoices must be sent to the attention of Accounts Payable at AccountsPayable@psta.net or by mail to the following address:

Pinellas Suncoast Transit Authority (PSTA)
Attn: Accounts Payable
3201 Scherer Drive
St. Petersburg, Florida 33716

(d) Progress payments will be allowed where a determination of work performed can be verified by PSTA's Project Manager and where the schedule extends beyond a two-week period. PSTA reserves the right to hold back all or part of payments due until any defective work is corrected or cured. This holdback shall not constitute a breach by PSTA. If defective work cannot be cured or Contractor refuses to cure defective work upon request by PSTA within a reasonable time as specified herein, PSTA may use the holdback payments as partial liquidated damages for cost and expenses to cure the defective work. However, PSTA has the right to seek additional damages beyond the holdback payments to cure defective work caused by the Contractor to the extent allowed by law.

(e) The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contract receives from PSTA. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of PSTA.

8. Warranty of Service

- (a) "Acceptance" as used in this clause, means the act of an authorized representative of the Authority by which the Authority assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.
- (b) "Correction," as used in this clause, means the elimination of a defect.
- (c) Notwithstanding inspection and Acceptance by the Authority or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of Acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within forty-five (45) days after discovery of the defect. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or nonconforming services, or (2) that the Authority does not require Correction or re-performance.
- (d) For a period of 180 days after the date of Acceptance by PSTA, known hereafter as the "Warranty Period," Contractor is required to correct or re-perform at no cost to the Authority, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Authority thereby, or make an equitable adjustment in the contract price.

9. Minimum Insurance Requirements

(a) Before performing any contract work, the Contractor shall procure and maintain, during the life of the contract, unless otherwise specified, insurance to be determined by PSTA. The policies of insurance shall be primary and written on forms acceptable to PSTA and placed with insurance companies approved and licensed by the Insurance Department in the State of Florida in accordance with all laws, and meet a minimum financial **AM Best rating** of no less than:

- "A - Excellent: FSC VII."

Insurance certificates are to be provided to the Procurement and Contracts Administration Department as part of the bid response.

(b) The following amounts and types of insurance are the minimum requirements of the Contractor. The required policies of insurance shall be performable in Pinellas County, Florida, and shall be construed in accordance with the laws of the State of Florida. PSTA reserves the right but not the obligation to revise any insurance requirement, or reject any insurance coverage which fail to meet the criteria stated herein at any time. PSTA reserves the right to require Contractor/Vendor to provide and pay for any other insurance coverage PSTA deems necessary, depending upon the possible exposure to liability or loss. These insurance requirements shall not limit the liability of the Contractor/Vendor. PSTA does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities, but are merely minimums.

(c) To document required insurance is in effect, Certificates of Insurance shall be provided to PSTA during the life of the contract or work performed. No work shall commence under the Contract unless and until the required Certificates of

Insurance are provided and approved by PSTA. The required certificates shall be supplied with your proposal, on or within seven (7) calendar days of the Authority's request.

(d) Required insurance shall be documented by Certificates of Insurance which provide that PSTA will be notified at least 10 days in advance of cancellation, non-renewal or adverse changes. If notice provision is not provided by the insurance policies, Contractor/Vendor is responsible for such notification directly to PSTA Procurement and Contracts Administration Department.

(e) Renewal Certificates of Insurance must be provided to PSTA at least 10 days prior to expiration of current coverages so that there shall be no interruption in the service due to lack of proof of insurance coverages required of the Contractor/Vendor.

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 the Contractor is only using employees named on such a list to perform work on the jobsite. Should employees not be named be utilized by the Contractor, the Contractor has the option to work without penalty until PSTA identify proof of coverage or removal of the employee by the Contractor occurs, or alternately find the Contractor to be in default and takes over the protective measures as needed.

Should at any time the Contractor not maintain the insurance coverages required of it, PSTA may either cancel or suspend delivery of goods or services as required by Contractor/Vendor or, at its sole discretion, shall be authorized to purchase such coverage and charge the Contractor/Vendor for such coverages 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. Contractor/Vendor is responsible for providing or requiring the same insurance and conditions for any subcontractors utilized for this project.

Notices and Certificates shall be issued to:

Pinellas Suncoast Transit Authority
Attn: Procurement Department
3201 Scherer Drive North,
St. Petersburg, FL 33716

(f) Except for workers' compensation coverage and professional liability coverage, the Contractor/Vendor's policies shall be endorsed to name "Pinellas Suncoast Transit Authority, Board Members, Officers and Employees" as an additional insured to the extent of PSTA's interests arising from this agreement, contract or lease.

(g) The Contractor/Vendor is responsible for the amount of any deductibles, self-insurance or self-insured retentions.

(h) Insurance required of the Contractor/Vendor shall be considered Primary and Non-Contributory, and insurance or self-insurance retention of PSTA shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of PSTA, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

(i) Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Contract for all employees, subcontractors, or other persons engaged in the work under this contract, and shall not be less than:

Coverage A: Workers Compensation	Statutory benefits
Coverage B: Employers Liability	\$100,000 Limit Each Accident
	\$500,000 Limit Disease Aggregate
	\$100,000 Limit Disease Each Employee

(j) Commercial General Liability insurance with Occurrence Form shall be maintained by the Contractor/Vendor. Coverage shall include bodily injury and property damage liability for premises, operations, products and completed operations, personal & advertising injury, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage with the following minimum limits:

- \$1,000,000 each occurrence for bodily injury and property damage

- \$1,000,000 general aggregate (Per Job – Projects over \$100,000)
- \$1,000,000 products completed operations aggregate
- \$1,000,000 personal & advertising injury

The Contractor/Vendor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability Policies of the Insurance Services Office. Excess or Umbrella Insurance Coverage may be used to make up the difference between the policy limit of the underlying policy and the total amount of coverage required.

(k) Business Automobile Liability Insurance with Occurrence Form shall be maintained by the Contractor/Vendor for the ownership, maintenance and use of all its owned, non-owned, leased or hired vehicles with limits of not less than:

- \$1,000,000 Combined Single Limit Each Accident Bodily Injury and Property Damage

The Contractor/Vendor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Business Auto Policies of the Insurance Services Office. Excess or Umbrella Insurance Coverage may be used to make up the difference between the policy limit of the underlying policy and the total amount of coverage required.

(l) Umbrella Liability Insurance or Excess Liability Insurance, if used to reach the limits of liability required, shall be follow form any underlying insurance and in compliance with underlying requirements, including Additional Insured Provisions.

OTHER PROVISIONS

Waiver of Subrogation All of Contractor/Vendor's insurance policies, except Professional Liability, will waive rights of recovery against PSTA.

Cyber Liability

Required for products or services that involve website or other electronic data or systems to include Data Breach, Media content, Privacy Liability, and Network Security. Contractor shall maintain limits of:

- \$1,000,000 per occurrence.

If coverage is claims-made, the retroactive date shall be prior or equal to the effective date of any contract with PSTA. The coverage shall include a "tail" or Discovery, or continuous renewal of coverage for a period of three (3) years following the completion of the project.

Professional Liability/Errors & Omissions Liability

Insurance shall be maintained for professional services rendered in accordance with this contract:

- \$1,000,000 Limit Per Occurrence

Insurance will be maintained for at least two (2) years from the termination of this contract with no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the contract, PSTA must be notified within 10 days of the change.

10. Key Personnel

The Contractor shall not remove or reassign any key personnel without submitting a written request to and obtaining written consent from the Contracting Officer prior to taking such action. However, the Contractor shall, if requested to do so by the Contracting Officer, remove or reassign any key personnel not acceptable to the Authority. For performance of this contract, the key personnel are those persons whose names are specified in the offeror's proposal.

11. Contract Identification Number

The contract number shall be clearly displayed on all correspondence, invoices and submittals.

**PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)
ST. PETERSBURG, FLORIDA
EXHIBIT F
GENERAL PROVISIONS

(SERVICES CONTRACT)**

Table of Contents

- 1. Definitions 1
- 2. Changes..... 1
- 3. Excusable Delays 2
- 4. Examination and Retention of Records 2
- 5. Independent Contractor 3
- 6. Composition of Contractor 3
- 7. Subcontractors and Outside Consultants 3
- 8. Compliance with Public Records Law..... 4
- 9. Inspection..... 4
- 10. Notice of Labor Disputes 4
- 11. Licenses and Permits 5
- 12. Compliance with the Law 5
- 13. Federal, State, and Local Taxes 5
- 14. Publicity Releases..... 5
- 15. Interest of Public Officials 5
- 16. Civil Rights 5
- 17. Soliciting or Accepting Gifts 6
- 18. Prohibited Interest..... 6
- 19. Termination 6
- 20. Resolution of Contract Claims and Disputes 7
- 21. Assignment 8
- 22. Governing Law..... 8
- 23. Ownership of Information..... 8
- 24. Standards of Performance 9
- 25. Suspension of Work..... 9
- 26. Removal of Contract Personnel..... 9

1. Definitions

As used throughout this solicitation, the following terms shall have the meaning set forth below:

- (a) The term "Contract" means the contract to be awarded as a result of this solicitation, which shall consist of the Contract Documents as defined in Exhibit K.
- (b) The term "Contracting Officer" means the person identified on the Exhibit CS-01 (Solicitation, Offer and Award Form) to this solicitation as executing the Contract on behalf of the Authority or his/her duly appointed successor; and the term includes, except as otherwise provided in the Contract, the authorized representative of the Contracting Officer acting within the limits of his/her authority.
- (c) The term "Contract Documents" shall mean and refer to all documents defined in Exhibit K which shall include this solicitation and all schedules and exhibits attached hereto, including all duly executed and issued addenda, Contractor's Best and Final Offer (BAFO), if any, and Contractor's proposal in response to the solicitation.
- (d) The term "Contractor" shall have the same meaning as defined in the agreement (Exhibit K) to this solicitation.

2. Changes

(a) The Contracting Officer may, at any time, by written order, make changes within the scope of the services to be performed. However, no such change shall serve to increase the maximum contract amount as approved by PSTA's CEO (for all contracts under \$100,000) or awarded by PSTA's Board of Directors (for all contracts exceeding \$100,000) ("Contract Total"), nor to give the Contractor a claim for any compensation that would exceed the Contract Total, nor to increase the Contract term as set forth in Exhibit D. In the event any change would result in an increase in the Contract Total or Contract term, Contractor shall notify PSTA within seven (7) days in writing. The written notice shall state in all capital, bold letters that the change order would result in an increase in the Contract Total and/or Contract term and shall include a statement outlining the reasons for the change, a complete description of the change, and detailed description of all matters related thereto. 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. Contractor waives any claims for additional compensation or an increase of the Contract Time for any work it performs prior to approval of a change order by PSTA in accordance with this provision,

(b) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer and no such additional costs or fees shall serve to increase the Contract Total.

3. Excusable Delays

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform the Contract under its terms if the failure arises from a Force Majeure beyond the control and without the fault or negligence of the Contractor. For purposes of this section, a "Force Majeure" shall mean: (1) acts of God or of the public enemy, (2) acts of the Authority solely in either its sovereign or proprietary capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather such as hurricanes. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor; provided however, Force Majeure shall not include COVID-19 or any variant thereof or a pandemic related thereto.

(b) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the schedule of services may be revised subject to all other rights of the Authority under the Contract.

(c) For the avoidance of doubt, Force Majeure shall not include (1) financial distress or the inability of Contractor to make a profit or avoid a financial loss; (2) changes in market prices or conditions; or (3) a Contractor's financial inability to perform its obligations hereunder. The obligations of the party affected by the event of Force Majeure (the "Affected Party") shall be suspended, to the extent that those obligations are affected by the event of Force Majeure, from the date the Affected Party first gives notice in respect of that event of Force Majeure until cessation of that event of Force Majeure (or the consequences thereof).

(d) The Affected Party shall use commercially reasonable efforts to resume, with the shortest possible delay, compliance with obligations under this Contract. Upon the cessation of the event of Force Majeure, the Affected Party shall promptly give notice to the other party of such cessation. If an event of Force Majeure shall continue for more than thirty (30) consecutive calendar days, then the other party shall have the right to terminate this Contract without penalty.

4. Examination and Retention of Records

(a) If this is a cost-reimbursement type, incentive, time and materials, labor hour, or price re-determinable contract, or any combination thereof, the Contractor shall maintain, and the Contracting Officer shall have the right to examine, all books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of the Contract. Such right of examination shall include inspection at all reasonable times at the Contractor's plants, or such parts thereof, as may be engaged in or maintain records in connection with the performance of the Contract.

(b) If the Contractor submitted certified cost or pricing data in connection with the pricing of the Contract or if the Contractor's cost of performance is relevant to any change or modification to the Contract, the Contracting Officer shall have the right to examine all books, records, documents, and other data of the Contractor related to the negotiation, pricing, or performance of such contract, change, or modification for the purpose of evaluating the costs incurred and the accuracy, completeness, and currency of the cost or pricing data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the costs incurred and the cost or pricing data submitted, along with the computations and projections used therein.

(c) The materials described in (b) and (c), above, shall be made available at the office of the Contractor at all reasonable times for inspection, audit, or reproduction until the expiration of three (3) years from the date of final payment under the Contract, except that:

- (1) if the Contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any termination and final payment; and
- (2) records which relate to appeals under the Disputes Clause of the Contract or litigation, or the settlement of claims arising out of the performance of the Contract, shall be made available until such appeals, litigation, or claims have been fully and finally resolved.

(d) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (d), in all subcontracts exceeding \$10,000 hereunder, altered to reflect the proper identification of the contracting parties and the Contracting Officer under the prime contract.

5. Independent Contractor

The Contractor at all times shall be an independent contractor. The Contractor shall be fully responsible for all acts and omissions of its employees, contractors, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor or supplier of the Contractor and the Authority by virtue of the Contract. No provision of the Contract shall be for the benefit of any party other than the Authority and the Contractor.

6. Composition of Contractor

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

7. Subcontractors and Outside Consultants

(a) Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the Contract will be limited to such individuals or firms as were specifically identified and agreed to by the Authority in connection with the award of the Contract. Any substitution in such subcontractors, associates, or consultants will be subject to the prior approval of the Contracting Officer.

(b) The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment whether initially or as a substitute), against whom PSTA may have reasonable objection. A subcontractor or other person or organization identified in writing to PSTA by Contractor prior to the Notice of Award and not objected to in writing by PSTA prior to the Notice of Award will be deemed acceptable to PSTA. Acceptance of any subcontractor, other person or organization by PSTA, shall not constitute a waiver of any right of PSTA to reject defective work. If PSTA after due investigation has reasonable objection to any subcontractor, other person or organization proposed by the Contractor after the Notice of Award, Contractor shall submit an acceptable substitute and the contract price shall not, however, be adjusted. The Contractor shall not be required to employ any subcontractor, other person or organization against whom Contractor has reasonable objection.

(c) The Contractor shall be fully responsible for all acts and omissions of its/his/her subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract Documents shall create any contractual relationship between PSTA and any subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of PSTA to pay or to see to the payment of any monies except as may otherwise be required by law. PSTA may furnish to any subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done.

(d) All work performed by a subcontractor will be pursuant to an appropriate agreement between the Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of PSTA.

8. Compliance with Public Records Law

Pursuant to section 119.0701, Florida Statutes, for any tasks performed by the Contractor on behalf of PSTA, the 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 the Contract; (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 the Contract and following completion or termination of the Contract, if the Contractor does not transfer the records to PSTA in accordance with (d) below; and (d) upon completion or termination of the Contract, (i) if PSTA, in its sole and absolute discretion, requests that all Public Records in possession of the Contractor be transferred to PSTA, the Contractor shall transfer, at no cost, to PSTA, all Public Records in possession of the Contractor within thirty (30) days of such request or (ii) if no such request is made by PSTA, the Contractor shall keep and maintain the Public Records required by PSTA to perform the work contemplated by the Contract. If the Contractor transfers all Public Records to PSTA pursuant to (d)(i) above, the 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 the Contractor keeps and maintains Public Records pursuant to (d)(ii) above, the 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 the 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 the 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 THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Telephone number: 727-540-1806 E-mail address: Records@psta.net
Mailing address: Attn: Public Records Department 3201 Scherer Drive N.
Saint Petersburg, Florida 33716**

9. Inspection

(a) "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the Services under the Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Authority during Contract performance and for as long afterwards as the Contract requires.

(c) The Authority has the right to inspect and test all Services called for by the Contract, to the extent practicable, at all times and places during the term of the Contract. The Authority shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the Services do not conform with the Contract Documents, the Authority may, in addition to all other remedies available, require the Contractor to perform the Services again in conformity with Contract requirements, at no increase in Contract Total. When the defects in Services cannot be corrected by reperformance, the Authority may (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; (2) reduce the Contract price to reflect the reduced value of the services performed; or (3) proceed with all other remedies available under the Contract Documents, at law, or in equity.

10. Notice of Labor Disputes

(a) If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Contract, the Contractor immediately shall give notice, including all relevant information, to the Contracting Officer.

(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract under which a labor dispute may delay the timely performance of the Contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

11. Licenses and Permits

The Contractor shall, without additional expense to the Authority, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of the work or to the products or services to be provided under the Contract including, but not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

12. Compliance with the Law

The Contractor shall comply with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in the Contract Documents that, in any manner, could bear on the Contract or the work to be performed under the Contract. PSTA 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 work under the Contract. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents shall be construed as an oversight and shall not relieve the Contractor of its obligations to comply with such laws fully and completely. Upon request, the Contractor shall furnish to PSTA certificates of compliance with all such laws, orders and regulations.

13. Federal, State, and Local Taxes

The Authority is exempt from Florida state and local sales and use taxes, and any such taxes included on any invoice or voucher received by the Authority shall be deducted from the amount of the invoice or voucher for purposes of payment.

14. Publicity Releases

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning the Contract or the work hereunder which the Contractor or any of its subcontractors desires to make for purposes of publication in whole or in part, shall be subject to approval by the Contracting Officer prior to release.

15. Interest of Public Officials

The Contractor represents and warrants that no employee, official, or member of the Board of the Authority is or will be pecuniarily interested or benefited directly or indirectly in the Contract. The Contractor further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the Board of the Authority with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of the Contract. For breach of any representation or warranty in this clause, the Authority shall have the right to annul the Contract without liability and/or have recourse to any other remedy it may have at law.

16. Civil Rights

(a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity.

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable

equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

17. Soliciting or Accepting Gifts

Pursuant to section 112.3148(3), Florida Statutes, no PSTA employee shall solicit anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action.

18. Prohibited Interest

No member, officer, or employee of PSTA or of a local public body during his/her tenure or two (2) years thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof, except as provided by law.

19. Termination

The Contract may be terminated with or without cause in accordance with the provisions below.

(a) Termination for Convenience: For and in consideration of \$10.00, if PSTA determines that it is in its best interest to do so, PSTA may terminate the Contract without cause upon thirty (30) days' written notice to the Contractor. If PSTA terminates the Contract pursuant to this subsection, Contractor shall promptly submit to PSTA its costs to be paid on work performed up to the time of termination. If the Contractor has any property belonging to PSTA in its possession, Contractor shall account for the same and dispose of it as directed by PSTA.

(b) Termination for Default: PSTA may terminate the Contract for cause at any time immediately upon written notice to the Contractor, if: (1) the Contractor fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) the Contractor fails to perform in the manner called for in the Contract Documents; or (3) the Contractor does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, PSTA may allow the 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 the Contractor shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Should the Contract be terminated by PSTA for cause under this Section, Contractor shall be liable for all expenses incurred by PSTA in reprocurring elsewhere the same or similar items or services offered by Contractor. Any such termination for default shall not in any way operate to preclude the Authority from also pursuing all available remedies against Contractor and its sureties for said breach or default. The Contractor may terminate the Contract 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 the Contract.

- (c) If it is later determined by the Authority that the Contractor's failure to perform is a result of Force Majeure, the Authority may, in its sole and absolute discretion, may allow Contractor to continue performance under a new time for performance or treat the termination as if terminated without cause under Paragraph 19(a) above.
- (d) In the event PSTA, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under the Contract, PSTA shall notify Contractor of such occurrence and the Contract shall terminate on the last day of the current fiscal period without any penalty or expense to PSTA.

20. Resolution of Contract Claims and Disputes

- (a) Claims and Disputes Authority to Resolve. All claims or disputes by the Contractor against the Authority relating to the Contract shall be submitted in writing to the designated Contracting Officer for a determination in accordance with this Section.
- (b) Definition. Claims and disputes include controversies raised by the Contractor arising under the Contract and those based upon breach of contract, mistake, misrepresentation or other cause of contract modification, termination or rescission.
- (c) Notice of Claim or Dispute. The Contractor shall submit a notice of claim or dispute to PSTA in writing within ten (10) days of issue giving rise to claim or dispute. The date of the issue shall include when the Contractor knew of the issue or should have known of the issue that gave rise to the claim or dispute.
- (d) Notice Requirements. The notice of claim or dispute shall include at a minimum:
- (1) the notice of claim or dispute shall be titled "Notice of Contract Claim" or "Notice of Contract Dispute";
 - (2) name and address of the Contractor;
 - (3) name of the attorney and firm representing Contractor, if applicable;
 - (4) identification of the Contract; and
 - (5) reason(s) for the claim or dispute.
- (e) Failure to Timely Submit Notice. Failure to submit the notice of claim or dispute within ten (10) days of the issue that gave rise to the dispute or claim will result in the claim or dispute being rejected by the Authority without further consideration. The date of the issue shall include when the Contractor knew of the issue or should have known of the issue that gave rise to the claim or dispute.
- (f) Delivery. A Notice of claim or dispute shall be sent via hand delivery or certified mail. **Electronic forms of delivery are not an acceptable means of delivery.** The Contractor is solely responsible for verifying that the notice of claim or dispute was received in a timely manner. Notice of claim or dispute should be addressed to:

Pinellas Suncoast Transit Authority
Attention: Chief Executive Officer
3201 Scherer Drive
St. Petersburg, Florida 33716

- (g) Timeline for Formal Written Claim or Dispute. The formal written claim or dispute shall be filed within seven (7) days after the date the notice of claim or dispute is timely filed. Failure to submit the formal written claim or dispute within seven (7) days will result in the claim or dispute being rejected by the Authority without further consideration.
- (h) Written Claim or Dispute Requirements. The formal written claim or dispute shall include at a minimum:
- (1) the formal written claim or dispute shall be titled "Formal Written Contract Claim or Dispute";
 - (2) name and address of the Contractor;
 - (3) name of the attorney and firm representing Contractor, if any;
 - (4) identification of the solicitation;

- (5) reason(s) for the claim or dispute;
- (6) requested relief;
- (7) the claim or dispute must demonstrate how the Contractor has been aggrieved as a result of the Authority's action or inaction and shall include the facts, argument(s), and the law upon which the claim or dispute is made;
- (8) documents to substantiate the basis or ground for the claim or dispute.
- (i) No Further Consideration. Any documents, basis or ground(s) for the claim or dispute not set forth or provided in the formal written contract claim or dispute required under this provision shall be deemed waived.
- (j) Written Determination. The Contracting Officer shall issue a decision in writing within ten (10) days of the timely submission of the formal written claim or dispute and shall mail it to the Contractor. The decision shall state the reasons for the decision reached.
- (k) Administrative Remedies. This process is considered to be an administrative remedy and all Contractors agree to exhaust their administrative remedies under the Authority policies prior to seeking judicial relief of any type in connection with any matter related to the claim or dispute.
- (l) Continue with Work. Unless otherwise directed by PSTA, Contractor shall continue performance under the Contract while matters in dispute are being resolved.

21. Assignment

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. However, the rights and obligations of the Contractor may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without PSTA's prior written consent. The 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. 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.

22. Governing Law

- (a) The Contract Documents shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. Contractor consents to jurisdiction over it and agrees that venue for any state action shall lie solely in the Sixth Judicial Circuit in and for Pinellas County, Florida, and for any state actions shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division.
- (b) 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.

23. Ownership of Information

(a) All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under the Contract shall be and remain the property of the PSTA and shall be delivered to PSTA upon thirty (30) days' notice from PSTA. With respect to software computer programs and/or source codes developed for PSTA, the work shall be considered "work for hire", i.e., PSTA, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of law, be a work made for hire in accordance with the terms of the Contract, the Contractor or subcontractor agrees to assign to PSTA all right,

title and interest in and to any copyright, and PSTA shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.

(b) Should the Contractor anticipate bringing pre-existing intellectual property as part of its work under the Contract, the intellectual property must be identified in the Contractor's proposal. Otherwise, the language in the first paragraph of this section prevails. If the Contractor identifies such intellectual property ("Background IP") in its proposal, then the Background IP owned by the Contractor as of the effective date of the Contract, as well as any modifications or adaptations thereto, remain the property of the Contractor. However, upon the Notice of Award, the Contractor or subcontractor shall grant PSTA a non-exclusive, royalty free license to use any of the Contractor's/subcontractor's Background IP delivered to PSTA for the purposes contemplated by the Contract.

24. Standards of Performance

The Contractor shall perform all services required by the Contract Documents in accordance with high professional standards prevailing in the Contractor's field of work.

25. Suspension of Work

(a) The Contracting Officer may order the Contractor in writing to suspend all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the Authority.

(b) Contractor shall not be entitled to any claim for additional compensation or damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by PSTA suspending all or any part of the work to be performed.

26. Removal of Contract Personnel

(a) The Contractor and any subcontractor acknowledge that any person assigned to work under the Contract must perform their duties so as to not unduly impair Contract performance. By assigning a person to work under the Contract, the Contractor agrees to be responsible for the behavior of that person during Contract performance.

(b) The Contractor acknowledges that the Authority has the right to require the removal of any Contractor or subcontractor employee that the Contracting Officer determines, at his/her sole discretion, to be negatively affecting performance of work under the Contract. Examples of such behavior include: (1) conduct which poses a threat to the safety of anyone working under the Contract; (2) conduct which is disruptive to Contract performance; (3) careless work performance; and (4) other behavior determined by the Contracting Officer to be objectionable or unduly hindering Contract performance.

(c) Upon receipt of written notice from the Contracting Officer that a person's behavior is unduly impairing Contract performance, the Contractor agrees to remove that person from doing any further work on the Contract, and to cause that person to be removed from the worksite. The Contractor agrees that it is not entitled to any additional costs it may incur as a result of the removal of the person named by the Contracting Officer.

EXHIBIT G

Small Business Enterprise (SBE) and Subcontractor Utilization Provisions (NON-FEDERALLY ASSISTED CONTRACT)

For assistance or with questions concerning the provisions in this Exhibit ONLY, contact Margarita Soto, DBE Coordinator at MSoto@psta.net.

1. Small Business Participation

There is no goal for small business participation on this contract; however, PSTA encourages prime contractors to provide contract opportunities to small businesses.

The offeror's summary of subcontractor utilization (Attachment 1) is to be submitted when the initial response to the Authority's solicitation is due, as described in section 4 below.

2. Banks and Financial Institutions

The Contractor, as defined in Exhibit K to this solicitation, is encouraged to utilize the services of disadvantaged, minority and woman-owned banks and financial institutions. The identity of such banks is available at <https://www.fdic.gov/regulations/resources/minority/mdi.html>.

3. Directory of DBEs

The Unified Certification Program (UCP) maintains an electronic DBE directory of all firms certified in Florida. The directory is located <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>. The local certifying UCP agency is the Hillsborough County Aviation Authority (HCAA) located at the Tampa International Airport. Appropriate forms to apply for DBE certification are available at <http://www.tampaairport.com/minority-and-disadvantaged-business-contracting>.

The Contractor is also encouraged to utilize the Authority's Vendor Registry to search for vendors that have registered to do business with PSTA at <https://psta.gob2g.com>.

4. Submission of Subcontractor Utilization Forms and Related Documentation

All offerors shall submit the Subcontractor Utilization form (Attachment 1 to Exhibit G) when the initial response to the Authority's solicitation is due. The offeror shall indicate the names of any subcontractor(s), subconsultant(s) or supplier(s) to be used in this contract (DBE-certified or non DBE-certified firms), or indicate that no portion is intended to be subcontracted. Any and all changes in subcontractor, subconsultant, or supplier utilization must be approved in advance by the PSTA Contracting Officer, identified in Exhibit CS-01 to this solicitation.

The Contractor must provide a copy of each subcontract agreement to the Contracting Officer for this solicitation within three (3) business days of execution and must notify the PSTA Contracting Officer for this solicitation of any change in subcontractor utilization. PSTA encourages Contractors to bring copies of subcontracts to kick-off meetings.

5. Vendor Compliance System

The Authority's Vendor Compliance System is B2Gnow, which is a web-based platform that can be accessed at the following internet address: <https://psta.gob2g.com>.

The Contractor and any subcontractors shall provide any noted and/or requested contract compliance-related information electronically in the Authority's Vendor Compliance System. The Contractor and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the Vendor Compliance System on a regular basis to manage contract information and contract records. The Contractor is responsible for ensuring all subcontractors have completed all requested items and that their contract information is up to date. The Contractor and any subcontractors, subconsultants or suppliers are required to self-report and verify prompt payment through the Authority's Vendor Compliance System.

ATTACHMENT 1 TO EXHIBIT G
(SUMMARY OF SUBCONTRACTOR(S)/SUBCONSULTANT(S)/SUPPLIER(S))

Offerors should provide information on **all** of their prospective subcontractor(s)/subconsultant(s)/supplier(s) who will participate on this solicitation. Use additional sheets as necessary.

Project Name: _____ PSTA Solicitation # _____

Names and Addresses of SUBCONTRACTOR(s)/Subconsultant(s)	Type of Work to be Performed		OWNER'S ETHNICITY & GENDER		PREVIOUS YEAR'S ANNUAL GROSS RECEIPTS	\$ AMOUNT ON CONTRACT
NAME & ADDRESS	TYPE OF WORK	✓	Black American	✓	less than \$500K	
CONTACT'S NAME, PHONE, EMAIL	EIN # _____ AGE OF FIRM _____ Is this a FL UCP certified DBE? YES NO		Hispanic American		\$500K - \$2 mil	
			Native American		\$2 mil - \$5 mil	
			Subcont Asian Amer		more than \$5 mil	
			Asian Pacific American			
			Non-Minority Woman			
			Other			
Names and Addresses of SUBCONTRACTOR(s)/Subconsultant(s)	Type of Work to be Performed	✓	OWNER'S ETHNICITY & GENDER	✓	PREVIOUS YEAR'S ANNUAL GROSS RECEIPTS	\$ AMOUNT ON CONTRACT
NAME & ADDRESS	TYPE OF WORK		Black American		less than \$500K	
CONTACT'S NAME, PHONE, EMAIL	EIN # _____ AGE OF FIRM _____ Is this a FL UCP certified DBE? YES NO		Hispanic American		\$500K - \$2 mil	
			Native American		\$2 mil - \$5 mil	
			Subcont Asian Amer		more than \$5 mil	
			Asian Pacific American			
			Non-Minority Woman			
			Other			
Names and Addresses of SUBCONTRACTOR(s)/Subconsultant(s)	Type of Work to be Performed	✓	OWNER'S ETHNICITY & GENDER	✓	PREVIOUS YEAR'S ANNUAL GROSS RECEIPTS	\$ AMOUNT ON CONTRACT
NAME & ADDRESS	TYPE OF WORK		Black American		less than \$500K	
CONTACT'S NAME, PHONE, EMAIL	EIN # _____ AGE OF FIRM _____ Is this a FL UCP certified DBE? YES NO		Hispanic American		\$500K - \$2 mil	
			Native American		\$2 mil - \$5 mil	
			Subcont Asian Amer		more than \$5 mil	
			Asian Pacific American			
			Non-Minority Woman			
			Other			

The offeror does not intend to subcontract on this contract.

Name of bidder/offeror's firm: _____

Print name/title of person completing this form: _____

Signature _____ Date _____

Email _____ Phone _____

PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)
ST. PETERSBURG, FLORIDA

EXHIBIT H
STATEMENT OF WORK

Table of Contents

1. BACKGROUND..... 1
2. PURPOSE 1
3. TASK ORDER-BASED CONTRACT 1
4. SCOPE..... 2
5. CONTRACTOR'S STAFF, QUALIFICATIONS AND SUBCONTRACTING REQUESTED 3
6. PROJECT PROGRESS REPORTS 3
7. COMPLIANCE WITH SERVICE REQUESTS 3
8. MEETINGS 3

1. BACKGROUND

The Pinellas Suncoast Transit Authority (PSTA) is an independent special district created by the State of Florida in 1984 to provide public transportation services in Pinellas County. It is governed by a 15-member Board of Directors comprised nearly entirely of elected officials, making PSTA’s public profile in the local media and community quite significant. Pinellas County is 280 square miles with approximately one million residents located along the west coast of Florida, making it the most densely populated county in Florida. This level of density and lack of undeveloped land to construct new roads highlights the need for improved public transportation services.

With transportation funding and policies being such an active issue at the local, state, and national level, PSTA needs a strong, but efficient marketing effort to ensure its positive messages of the value of public transportation are heard. PSTA is considered a nationwide leader in innovation in the transportation industry, starting with being the first transit agency in the country to partner with a Transportation Network Company in 2016, followed by unveiling of the region’s first zero emission, all-electric buses, the successful launch of SunRunner, the region’s first bus rapid transit (BRT) service, and more. All these successes have been accomplished despite PSTA being one of the lowest-funded, most efficient transportation systems in the U.S.

PSTA’s in-house Communications and Marketing team includes a group of professionals in communications, marketing, and public engagement. The goal of this RFP is to supplement those in-house capabilities and provide additional strategic insight in order to increase ridership, improve community sentiment, enhance the customer experience, and continue PSTA’s track record of excellence.

2. PURPOSE

The purpose of this solicitation is to establish contracts for the provision of marketing services in several service categories. PSTA intends to contract experienced, well-qualified and innovative vendors to perform marketing. The vendors will be responsible for the completion initiatives in the following service categories:

- Brand and Creative Services
- Media Planning & Buying
- Public Outreach
- Customer Experience, Signage and Wayfinding

3. TASK ORDER-BASED CONTRACT

This will be a Task Order-based contract and will have no minimum guarantee of contract value. The issuance of Task Orders will be ongoing throughout the contract and multiple Task Orders may be assigned simultaneously. Completed work on a task will be billed at hourly rates by personnel classification established in the contract. PSTA will issue Task Orders in writing.

Task Order scope concepts will be initiated by PSTA staff and detailed in writing by the consultant performing the work. The Consultant(s) must provide a written estimate of the person-hours required and corresponding cost for each Task Order. PSTA must approve each scope and cost estimate in writing before the Consultant(s) initiates work on the task(s). Each Task Order will contain its own completion date. The completion date of a Task Order may extend beyond the expiration date of the Contract, as long as the Task Order is issued prior to the expiration date of the Contract.

PSTA and the Consultant(s) shall negotiate a Maximum Fee for each individual Task Order. The Maximum Fee shall be determined in accordance with the following provisions:

- A. The Maximum Fee amount established for each Task Order shall be the agreed person-hour effort required for performance of the desired services at the approved hourly rates, plus miscellaneous and out-of-pocket expenses, plus the cost of negotiated expenses (if any).
- B. The approved hourly rates per job classification for the Prime Consultant(s) and any Sub-consultant(s) to be applied to this contract are set forth in the Fee Structure section below.
- C. Miscellaneous and out-of-pocket expenses for the Prime Consultant(s) and Sub-consultant(s) shall be established for each Task Order covered by this Agreement and will consist of the following:

(1) Out-of-pocket expenses include incidental costs of printing, materials, expendable equipment, and travel within the limits of Florida Statute 112.061, equipment rental, long distance calls, and tolls.

(2) Compensation for additional services, if required, shall be negotiated for each Task Order assigned prior to Task Order notice to proceed.

Each Task Order will define the deliverables. Data collected from research and deliverables shall be provided in a savable, editable digital format along with a written summary of the contents to PSTA at the close of each Task Order. Deliverables shall be accepted by the assigned PSTA Task Manager before payment for such work is approved.

4. SCOPE

Task orders will be issued by PSTA. PSTA is not obligated to assign a minimum amount of work to the Contractor during the term of the agreement. The service categories listed below provide information for project themes under this solicitation but does not represent all project types that may be needed by PSTA. Offerors are encouraged to submit proposals on categories that are listed below. Offerors may submit proposals on multiple categories. .

SERVICE CATEGORY: BRAND & CREATIVE SERVICES

- Develop recommendations for brand strategy and creative treatments, including both the overarching PSTA brand as well as service-specific and program-specific brand development.
- Idea generation and development of creative media strategies and comprehensive marketing campaigns.
- Presentation of creative (new concepts, ideas, etc.) to PSTA leadership.
- Creating renderings/comps for external and internal review of advertising and promotions opportunities.
- Creative executions for print, radio, television, tradeshow displays, promotional products, direct mail pieces and other collateral and some web/online digital production.
- Develop collateral support to complement promotional marketing programs.
- Collaborate with Media Planning & Buying agency to develop advertising creative within specifications and provide deliverables to the appropriate teams.

SERVICE CATEGORY: MEDIA PLANNING & BUYING

- Identify and evaluate new media opportunities.
- Develop methodology for identifying appropriate target audiences and media that will perform best for that specific audience or target group.
- Execute media buys including development, placement and coordination of media plans including negotiation of added value elements and promotions.
- Analyze advertising for effectiveness and optimize accordingly to maximize campaign effectiveness.
- Provide advice/input and develop concepts for direct marketing programs.
- Collaborate with Brand & Creative Services agency to provide advertising creative specifications and traffic deliverables to appropriate teams.

SERVICE CATEGORY: PUBLIC OUTREACH

- Public engagement plan development and implementation.
- Research and employment of inclusive public engagement techniques.
- Development of educational collateral for specific transit programs.
- Development and training of street team personnel for community events, studies, and public hearings.

SERVICE CATEGORY: CUSTOMER EXPERIENCE, SIGNAGE & WAYFINDING

- Develop designs and recommendations for transit-specific deliverables including print and digital signage, wayfinding, bus schedules, vehicle delivery.
- Provide print-ready artwork files for all deliverables to PSTA and any contractors.
- Work alongside both Communications & Marketing and Project Management office in developing specifications related to delivering PSTA's brand on construction and infrastructure projects.
- Review project plans and provide specific recommendations for signage, wayfinding, and other design enhancements that will improve the customer experience onboard PSTA vehicles and at PSTA facilities.

5. CONTRACTOR'S STAFF, QUALIFICATIONS AND SUBCONTRACTING REQUESTED

The Contractor shall have qualified and experienced staff to address the service categories that it has applied to, and which have been approved. PSTA may require each Contractor provide a yearly list of the staff and qualifications per Service Category approved to maintain its contract with PSTA. PSTA may deem the Contractor not qualified to render services based on the evaluation of staff qualifications and experience presented at the time of scoping and development of any new project.

The Contractor shall have qualified and experienced staff to address the service categories that it has applied to, and which have been approved. PSTA may deem the Contractor not qualified to render services based on the evaluation of staff qualifications and experience presented at the time of scoping and development of any new project.

The Contractor, upon approval by PSTA, may use other specialists if considered to be necessary. The Contractor, however, shall not subcontract any work under this agreement without the prior written consent of the Project Manager. Such written consent includes, but is not limited to, a written service request issued by the Project Manager provided the fee proposal for that service request indicates the use of subcontractors.

6. PROJECT PROGRESS REPORTS

PSTA may require the Contractor to provide written reports regarding the status and overall progress of the work with a projection as to whether deliverables will be on time and within budget. In addition, the Project Manager may require the Contractor to provide an overall percentage of completion estimate; if behind in the schedule, a proposed recovery plan; list of existent and anticipated problems; corrective actions planned or needed; outline of proposed activities during the coming reporting period; and any other reasonable information regarding the Contractor's performance.

7. COMPLIANCE WITH SERVICE REQUESTS

The Project Manager will monitor the Contractor's work product for compliance with the service request and may make comments and recommendations to the Contractor regarding the Work. However, any such monitoring or comments and recommendations by the Project Manager, or absence thereof, shall not relieve the Contractor of any of its obligations under the contract awarded. Any comments or recommendations to the Contractor by the Project Manager, if adopted and followed by the Contractor, in whole or in part, shall be used at the risk and responsibility of the Contractor; and PSTA shall assume no liability thereof. The Contractor retains sole authority and responsibility for the adequacy and accuracy of its services in accordance with generally accepted practices. The Contractor's work shall be in compliance with the agreement awarded and each service request.

8. MEETINGS

The Contractor agrees to attend regularly scheduled and special meetings at the request of the Project Manager. Either the Project Manager or the Contractor may request and be granted a meeting with the other party.



EXHIBIT K

AGREEMENT FOR MARKETING SERVICES

THIS AGREEMENT FOR MARKETING SERVICES (“Agreement”) is made on _____, 2025, by and between the Pinellas Suncoast Transit Authority (“PSTA”), an independent special district of the state of Florida with its principal place of business located 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 Solicitation No. 25-320923 for Marketing Services on _____, 2025 (the “Solicitation”); and

WHEREAS, Contractor timely submitted its response to the Solicitation on or before _____, 2025 (“Contractor’s Response”); and

WHEREAS, PSTA’s Board of Directors awarded the contract to Contractor at its duly held Board of Directors Meeting on _____, 2025 (the “Effective Date”) for a total amount not to exceed \$ _____ (“Contract Total”).

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

- 1. RECITALS.** The above recitals are true and correct and incorporated herein by reference.
- 2. CONTRACT DOCUMENTS.** The “Contract Documents” shall mean and refer to this Agreement, the RFP including all exhibits attached thereto including any and all duly executed and issued addenda (attached hereto as **Exhibit 1**), Contractor’s Best and Final Offer (BAFO), if any (attached hereto as **Exhibit 2**), and Contractor’s Response (attached hereto as **Exhibit 3**). 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 1	RFP
Exhibit 2	Contractor’s BAFO
Exhibit 3	Contractor’s Response
- 3. SCOPE OF SERVICES.** Contractor, at the direction of PSTA, shall furnish the following marketing services **BRAND & CREATIVE SERVICES**, **MEDIA PLANNING & BUYING**, **PUBLIC OUTREACH**, **CUSTOMER EXPERIENCE, SIGNAGE AND WAYFINDING** described and in accordance with the specifications, tasks, and scope of work set forth in the RFP (the “Services”). Contractor acknowledges that it has read the specifications and understands them.
- 4. EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement shall become effective and commence on the Effective Date and shall remain in effect for five (5) years and may be renewed upon written notice from PSTA for up to three (3) additional one (1) year terms (each a “Renewal Term”).
- 5. TERMS OF PERFORMANCE.**



5.01 Time for Completion. Contractor shall commence work under the Agreement immediately upon receipt of a written request from PSTA and shall continue to provide the Services upon request from PSTA throughout the term of this Agreement, including any Renewal Terms.

5.02 Representatives. Prior to the start of any ordering or supplying the Services under this Agreement, Contractor shall designate a primary and alternate representatives, who will have management responsibility for the Services and who have authority to act on technical matters and resolve problems with the Services and the Contract Documents, to PSTA in writing. Such designation shall include the contact information (including phone numbers) of Contractor's representatives. PSTA will advise Contractor in writing of the personnel who will represent PSTA in the administration of the Contract Documents. Such writing from PSTA may include the specific duties of each individual and each representative's limits of authority.

5.03 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 Reviews. Throughout this Agreement, Contractor shall allow representatives of PSTA to visit the offices and other places of Contractor's work periodically without prior notice to monitor Contractor's work completed or progress on the Services.

5.04 Contractor Responsibility. Contractor shall provide Services of first quality, and the workmanship must be in accordance with customary standards of the various trades and industries involved with the Services. The Services and the work associated therewith shall be high-quality in all respects. No advantage will be taken by Contractor in the omission of any part or detail of the Services. Contractor hereby assumes responsibility for all materials, equipment, and processes used in the Services, whether the same is manufactured by Contractor or purchased readymade from a source outside Contractor's company.

5.05 Compliance with Laws. Contractor shall comply with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the provision of the Services under the Contract Documents. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents shall be construed as an oversight and shall not relieve Contractor of its obligations to comply with such laws fully and completely. Upon request, Contractor shall furnish to PSTA certificates of compliance with all such laws, orders and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the contract

6. COMPENSATION. In consideration of Contractor's faithful performance of the Contract Documents, PSTA agrees to pay Contractor pursuant to the prices and hourly rates bid as set forth in Contractor's Response or Contractor's BAFO, if any. However, all payments to Contractor individually and in the aggregate shall not exceed the maximum price set forth in the Total Contract Price. Payment shall be made only for work, which is actually performed and approved by PSTA. Contractor shall submit invoices to PSTA no later than the fifteenth (15th) day of the month immediately following the month in which the Services are completed. PSTA will make payment in accordance with the Florida Prompt Payment Act, Section 218.72, *et seq.*, Florida Statutes.

6.01 Invoices. All invoices shall be submitted in accordance with the Florida Prompt Payment Act, Section 218.72, *et seq.*, Florida Statutes, with all details prescribed by PSTA in the RFP, and delivered to the following address:

Pinellas Suncoast Transit Authority
Attention: Finance Department/Accounts Payable
3201 Scherer Drive

St. Petersburg, Florida 33716

or via electronic mail to:

AccountsPayable@psta.net

6.02 Disputed Invoices. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion will be paid.

6.03 Availability of Funds. Contractor understands that the funds are not presently available under this Agreement beyond the current fiscal year. PSTA's obligation for performance under this Agreement beyond the current fiscal year is contingent upon the availability of funds from which payments can be made. PSTA is not legally liable for any payment that may arise under this Agreement beyond the current fiscal year, until the Contractor receives a written notice of availability of funds from the PSTA's Contracting Officer.

7. WARRANTIES AND COVENANTS.

7.01 Patent, Trademark, Copyright, and Trade Secret. Contractor warrants that the Services, and all work 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. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of providing the Services under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify the PSTA immediately and provide a detailed report. The rights and responsibilities of the Contractor and PSTA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

7.02 Covenants Against Gratuities. Contractor warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of PSTA with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of this Agreement.

7.03 E-Verify. Contractor shall utilize the U.S. 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.

7.04 Piggybacking. Contractor agrees to make the prices and terms under this Agreement available to any other governmental entity, should any such governmental entity desire to purchase under the terms and conditions of this Agreement. 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.

8. DELAY IN PERFORMANCE/FORCE MAJEURE.

8.01 Time is of the Essence. The timely receipt of Services and deliverables to PSTA is essential. If any Services under this Agreement are not performed on time, PSTA may cancel the unfilled portion of this

Agreement for cause, contract for the Services elsewhere, and recover from Contractor any increased costs and damages thereby incurred by PSTA.

8.02 Unavoidable Delay. If completion of the Services, and all deliverables under the Agreement, is unavoidably delayed, PSTA may, in its sole and absolute discretion, extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Contractor's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Contractor, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Contractor to miss delivery dates and could not adequately have been guarded against by contractual or legal means.

8.03 No Damages for Delay. Contractor shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by PSTA. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling, substantial changes in scope of the project or substantial increases in the costs of performing the work under the Contract Documents.

8.04 Notification. Contractor shall notify PSTA as soon as Contractor has, or should have had, knowledge that an event has occurred which will delay completion of Services. Within five (5) working days, Contractor will confirm such notice in writing, furnishing as much detail as is available and including any request for extension of time. Contractor shall supply, as soon as such data is available, any reasonable proofs that are required by PSTA to make a decision on any request for extension. PSTA will examine the request and any documents supplied by Contractor and will determine if Contractor is entitled to an extension and the duration of such extension. PSTA will notify Contractor of its decision in writing. It is expressly understood and agreed that Contractor will not be entitled to any extension and the granting of such extension is in the sole discretion of PSTA. It is further expressly understood that Contractor shall not be entitled to any damages or compensation, and will not be reimbursed for any losses, on account of delays resulting from any cause.

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

9.01 Claims for Damages. Should Contractor suffer injury or damage to person or property because of any act or omission of the party 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 five (5) days of when Contractor knew or should have known of such injury or damage.

9.02 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.

9.03 Attorneys' Fees. In the event of legal action or other proceeding arising under this Agreement, PSTA shall be entitled to recover from Contractor all its reasonable attorneys' fees and cost incurred by PSTA in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings filed by or against Contractor. PSTA also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to PSTA. The reasonable costs to which PSTA will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert



witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

9.04 Controlling Law and Venue. This Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District and Tampa Division.

10. INDEMNIFICATION.

10.01 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.

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

11. MISCELLANEOUS PROVISIONS.

11.01 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.



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

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

To Contractor:

With required copy to:
Alan S. Zimmet, B.C.S.
Bryant Miller Olive, P.A.
One Tampa City Center, Suite 2700
Tampa, FL 33602

Either Party may change its above noted address by giving written notice to the other Party in accordance with the requirements of this Section 11.02.

11.03 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.

11.04 Assignment. The terms and provisions of this Agreement shall be binding upon the Parties and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. Notwithstanding the foregoing, a party’s rights and obligations under this Agreement may only be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way with the other party’s prior written consent.

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

11.06 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.

11.07 Authorization. The 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.

11.08 Electronic Signatures. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties’ legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

11.09 Severability. If any provision of this Agreement or the application thereof to any Party, person, or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Agreement, which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.



11.10 Foreign Country of Concern. Pursuant to section 286.101, Florida Statutes, the Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

For purposes of this section, “Foreign Country of Concern” means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern.

Contractor’s disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. The Contractor represents that within one (1) year before proposing any contract to PSTA, the Contractor provided a copy of such disclosure to the Florida Department of Financial Services.

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

CONTRACTOR:

PSTA:

By: _____
Duly Authorized Designee

By: _____
Brad Miller, CEO

WITNESS/ATTEST:

Attest:

By: _____

Rachael Cappolla, Executive Assistant

Approved as to form:

By: _____
Alan S. Zimmet, General Counsel

AFFIDAVIT

Before me, a notary public, in and for the State of Florida – at large, personally appeared, _____, and having first made due oath or affirmation, states: (Write Name Here)

1. My name is _____
(Write Name Here)

2. I am the _____ of _____
(Insert Job Title) (Insert Company Name)

3. The Company was formed in _____ and is a _____
(Country and State) (List the Type of Entity (ex.: LLC, Inc., etc.))

4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.

5. I affirm that the Company is not:

- a. Owned or controlled by the government of the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where ‘controlled by’ means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or*
- b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

(Signature of Affiant)

The foregoing instrument was acknowledged before me this _____ day of _____,
(Insert Day) (Insert Month)
_____, by _____.
(Insert Year) (Insert Name of Affiant)

Personally known _____
OR Produced Identification _____
Type of Identification Provided _____

PRINT, TYPE OR STAMP NAME OF NOTARY

Anti-Human Trafficking Affidavit

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with the Pinellas Suncoast Transit Authority ("PSTA").

The undersigned, on behalf of _____ ("Contractor"), hereby attests as follows:

- A.** Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits PSTA from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
 - **"Coercion"** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
 - **"Labor"** means work of economic or financial value.
 - **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B.** Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.**

Authorized Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20_____, by _____, as _____ on behalf of the company/corporation. They are personally known to me or have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: _____