



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

REQUEST FOR PROPOSAL

1. SOLICITATION #: RFP 22-980447	4. BRIEF DESCRIPTION: MARKETING SERVICES
2. ISSUE DATE: 02/08/2022	
3. CONTRACTING OFFICER: NAME: AL BURNS E-MAIL: aburns@psta.net	

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

Join Zoom Meeting

<https://us02web.zoom.us/j/84699919230?pwd=RUhqVGxDK1oxVjJ1SUw2RENsZkpwZz09>

DATE: Thursday, February 17, 2022
TIME: 1:00 PM Eastern Time
MEETING ID: 846 9991 9230
PASSCODE: 1234

6. SUBMIT OFFER TO THE FOLLOWING WEBSITE (See Exhibit B for more information): https://psta.bonfirehub.com	7. OFFER SUBMISSION DUE DATE AND TIME: March 1, 2022, 10:00am 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 45 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) TELEPHONE: CELL PHONE:	16. NAME AND TITLE OF OFFEROR'S REPRESENTATIVE (PERSON AUTHORIZED TO EXECUTE CONTRACTS): (Type or Print)
	17. OFFEROR'S REPRESENTATIVE SIGNATURE & DATE:

AWARD

(To be completed by PSTA)

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

19. DBE: A DBE goal of 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-01	YES
Exhibit B	Special Solicitation Instructions and Conditions	B-01	NO
Exhibit C	Solicitation Instructions and Conditions	C-07	NO
Exhibit D	Special Provisions	D-01	NO
Exhibit E	Federal Provisions (If Federal Funds Utilized in Future)	E-01	NO
Exhibit F	General Provisions	F-02	NO
Exhibit G	Disadvantaged Business Enterprise Provisions	G-01	YES
Exhibit H	Specifications	H-01	NO
Exhibit K	Contract	K-02	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 (1yr)

Line Item	Staffing Role	Bill Rate Per Hour
1		
2		
3		
4		
5		
6		
7		

Option 1 (YEARS 2 & 3)

Line Item	Staffing Role	Bill Rate Per Hour
1		
2		
3		
4		
5		
6		
7		

Option 2 (YEARS 4 & 5)

Line Item	Staffing Role	Bill Rate Per Hour
1		
2		
3		
4		
5		
6		
7		

NAME & TITLE OF OFFEROR'S REPRESENTATIVE:
(print or type)

(Name & Title)

(Offeror's Name)

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

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

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

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REPRESENTATIONS

1. Affirmative Action Compliance

(a) The offeror represents as part of its offer that it has a workforce of (# of employees): _____

(b) It (Mark one with an "X"):

- has developed and has on file
- has not developed and does not have on file

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or it (Mark one with an "X"):

- has
- has not

previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

2. 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 this contract, 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.

3. 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 pecuniarily interested or benefited directly or indirectly in this contract. 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 this solicitation. For breach of any representation or warranty in this clause, the Authority shall have the right to annul this contract without liability and/or have recourse to any other remedy it may have at law.

4. 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.

5. 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.

6. 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 #:

7. 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**8. 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 executing this certification 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.

9. Certification of Non-Segregated Facilities

(a) By executing this certification, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

- (b) The offeror agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the contract.
- (c) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or nation origin, because of habit, local custom or otherwise.
- (d) It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:
 - (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
 - (2) Retain such certifications in its files; and
 - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for such subcontract or for all subcontracts during a period (i.e., quarterly, semiannually or annually).

Note: the penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

10. 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

(a) 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.

(b) 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.

11. 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.

12. 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.

13. 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.

14. 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.

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

(a) Primary Covered Transactions. [This certification applies to the offer submitted in response to this solicitation and will be a continuing requirement throughout the term of the prime contract.]

(1) In accordance with the provisions of Appendix A to 49 Code of Federal Regulations (CFR) Part 29, 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 Federal 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 to this offer.

(b) Lower Tier Covered Transactions. [This certification applies to a subcontract at any tier expected to equal or exceed \$25,000 and will be a continuing requirement throughout the term of the prime contract.]

(1) In accordance with the provisions of Appendix B to 49 Code of Federal Regulations (CFR) Part 29, the prospective lower tier participant (subcontractor) certifies, by submission of this offer, that neither it nor its principal(s) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(c) The certification required by subparagraph (b), above, shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of certifications to the Contracting Officer upon the Contracting Officer's request.

16. Certification of Restrictions on Lobbying

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

(a) By executing this certification, the offeror certifies, to the best of his or her knowledge or belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions [as amended by "Government-wide Guidance for New restrictions on Lobbying," Fed. Reg. 1413 (1/19/96)].

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

(b) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or not more than \$100,000 for each such failure.

17. Certification of Local 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 on 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.

18. 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).

19. 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:

- The name and mailing address of the disclosing entity;
- The amount of the contract or gift or grant or the value or the interest disclosed;
- The applicable Foreign Country of Concern;
- The date of the termination of the contract or interest;
- The date of the receipt of the grant or gift;
- The name of the agent or controlled entity that is the source or interest holder; and
- 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.

20. 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.

SIGNATURE BLOCK FOR THE ABOVE 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

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1. Introduction

Pinellas Suncoast Transit Authority (PSTA or the Authority) is an independent special district created by special act of the Legislature in 1984, merging the St. Petersburg Municipal Transit System and the Central Pinellas Transit Authority to provide Pinellas County with a cohesive public transit system. A fleet of 210 buses and 16 trolleys serve 39 fixed routes throughout Pinellas County.

Pinellas County is 280 square miles with approximately 959,107 residents (2020 Census). Pinellas County is located along the west coast of Florida and includes a corridor of smaller beach communities along the Gulf of Mexico. Pinellas County is the second smallest county in the state of Florida; however, it is the most densely populated county in the state and is nearly three times more densely populated than the next closest county.

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

During Fiscal Year 2020, PSTA's vehicles traveled a total of 8.1 million revenue miles, providing approximately 663,583 hours of service, and 12.1 million passenger trips.

The Scope of Work (Exhibit H) contains additional detail on the tasks, services, and scope requested to meet PSTA's needs.

2. Proposal Preparation and Format

- (a) The following paragraphs detail the instructions and order to be followed in preparing a response to this solicitation. The Authority reserves the right to reject any offer 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 offers to <https://psta.bonfirehub.com/portal> in PDF format. The Schedule (S-01) shall be submitted in a separate file in Excel format to <https://psta.bonfirehub.com/portal>. Offers **must be received** before the time and date on the solicitation cover sheet (Solicitation, Offer and Award Form, CS-01).
- (c) Each part of the offer should be clearly labeled and tabbed for easy reference. Offers 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.
- (d) To aid in the timely, effective review of all offers, it is required that each offeror closely follow the content requirements provided in Paragraphs 3 and 4 below.
- (e) Offers shall be typed. Offers 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 solicitation. Fancy 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.

3. 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 7 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	Introduction and Submittals	0
2	Qualifications of the Offeror	300
3	Qualifications of the Staff	200
4	Understanding/Approach to the Scope of Work	300
5	Price	200
6	Exceptions	0
7	Promotional Literature	0
Total Points		1000

Proposals submitted by offerors that meet the minimum qualifications, above, will be evaluated for award based on the following “technical” to “price” split. A breakdown of points is provided below.

- (1) Technical (800 Total Maximum Points), and
- (2) Price (200 Total Maximum Points).

Section 1 – Introduction and Submittals (Required Forms; No Technical Points):

- A. A letter of introduction to include:
 - (i) A statement of the type of firm, partnership or other teaming arrangement and members. A list and description of ownership, office location, and principal office where the majority of the Authority’s work will be performed with contact information,
 - (ii) The Solicitation Offer and Award Form,
 - (iii) A fully completed Exhibit A.

Section 2 – Qualifications of the Offeror – (300 Maximum Points)

- Describe in detail the offeror’s previous experience with assignments relating to the government, nonprofit, and public sector, especially portfolio clients with any specific focus on transportation. **(100 Total Maximum Points)**
- Provide a detailed description of the offeror’s knowledge, expertise and capabilities in providing experience with: **(100 Total Maximum Points)**
 - Research-based strategic planning capabilities (25 points)
 - Creative and graphic design capabilities, including samples of work in web, digital, print, and out of home applications (25 points)
 - Comprehensive media planning and buying capabilities with an ongoing commitment of maximizing all media spending (25 points)
 - Experience in developing and implementing successful cooperative advertising programs with local, state and national partners; and experience in implemented billing practices and procedures per government accounting specifications. (25 points)
- Provide client testimonials and 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. **(50 Total Maximum Points)**

- Provide statement whether the offeror is local, national, or international. Also include the company's profile and financial information. **(50 Total Maximum Points)**

Section 3 – Qualifications of the Staff – (200 Maximum Points)

- 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. **(100 Total Maximum Points)**
- 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 – (300 Maximum Points)

- How responsive is the proposal to the ability to perform the functions of a full-service media planning, buying, and creative agency? **(200 Total Maximum Points)**
- How responsive is the proposal to provide a dedicated resource for strategic planning, research, media planning and buying, promotions, marketing, strategic partnerships, production, and accounting with emphasis on government billing? **(100 Total Maximum Points)**

Section 5 – Price (200 Total Maximum Points).

- (a) Price proposals shall be submitted on the Schedule Form (S-01) in Excel format provided by the Authority. Pricing methodologies, other than that provided in the Schedule (S-01), shall not be considered. Requests to modify the pricing schedule should be communicated to the Contracting Officer, as defined in Exhibit F to this solicitation and identified in Block 3 of the solicitation cover sheet (Solicitation, Offer and Award Form, CS-01) within ten (10) days of the solicitation issue, so that the Authority may consider amending the Schedule (S-01) if such change is in the best interest of the Authority.

Section 6 - 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.

Section 7 - Promotional Literature (No Points).

This section should contain any promotional literature submitted for informational purposes only.

4. Evaluation of Proposals and Selection Procedure

- (a) The Authority's Contracting Officer will appoint an evaluation committee to evaluate and score the proposals determined to have met the minimum qualifications specified in paragraph 3, above, on the technical criteria), in paragraph 3, above.
- (b) Proposals may be determined to be "Acceptable," "Potentially Acceptable" (that is, susceptible of being made "Acceptable"), or "Unacceptable." Proposals evaluated as technically "Unacceptable" shall be rejected and will receive no further consideration for award.

-
- (c) The Contracting Officer shall, also, evaluate prices 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 the initial proposals; 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 by the evaluation committee. Or
 - (3) Evaluate proposals against all evaluation criteria set forth in the solicitation in order to establish a competitive range of proposals that the Contracting Officer, in his/her sole discretion, deems reasonably susceptible of award. The Contracting Officer may select one or more offerors within the competitive range with which to commence negotiations. Negotiations may address either the technical or price proposal, or both. At the conclusion of discussions, the Contracting Officer will set a time and date for the submission of "best and final offers." If an offeror chooses not to submit a best and final offer, its initial proposal (including price) will be considered its "best and final offer." After the date and time set for receipt of best and final offers, the Contracting Officer will evaluate the best and final offers and may present his/her recommendation for award by PSTA's Board of Directors based upon the total points for both the technical and price components of each best and final offer. The offerors' initial scores will not be re-calculated based on the received best and final offers. The ultimate decision on the contract award shall be made by PSTA's Board of Directors in its sole and absolute discretion.
- (d) The Authority reserves the right to investigate the qualifications of all offerors under consideration; to confirm any part of the information furnished by an offeror; and/or to require other evidence of managerial, financial, or technical capabilities that are considered necessary for the successful performance of work under a resulting contract.
- (e) Offerors are hereby reminded that the Authority reserves the right to award a contract following evaluation of initial proposals. Offerors should therefore ensure that they submit their best technical and price proposals in their initial proposal submissions.
- (f) The Authority shall be the sole judge of offeror's qualifications.

5. **Evaluation of Option Pricing**

- (a) The Authority shall evaluate proposals for award purposes by including the total price for the initial contract term, with any optional terms noted under each; however, the optional terms and any associated optional term pricing may not necessarily be exercised under the contract.
- (b) The offeror must demonstrate the financial capacity to support their ability to provide services on a reimbursement basis.

6. **Incorporation of Offeror's Proposal**

The Authority reserves the right to incorporate the successful offeror's proposal into any resulting contract, by reference or full text (See Exhibit K). 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
(FEDERALLY ASSISTED - REQUEST FOR PROPOSALS)**

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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> or by email, to the contact person identified in Block 3 of the Solicitation Offer and Award form, 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.
- (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) General. Any interested party affected in connection with a PSTA decision or intended decision, or award of contract may submit a written notice of protest and a formal written protest. For purposes of this section, "Interested Party" means a party that is an actual or prospective bidder 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 bid 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.

(b) Timeline for Notice of Protest

(1) Protest of Decision or Intended Decision Concerning Award of Contract. Any Interested Party who is adversely affected by the Authority's decision or intended decision to award a contract must file a notice of protest in writing within seventy-two (72) hours after the posting of the notice of decision or intended decision. Failure to submit the notice of protest within seventy-two (72) hours shall constitute a waiver of protest.

(2) Notice Requirements. The notice of protest shall include at a minimum:

- (i) the notice of protest shall be titled "Notice of Protest";
- (ii) name and address of the protester and its/his/her relationship to the procurement sufficient to establish that the protest is being filed by an Interested Party;
- (iii) identification of the procurement or contract;
- (iv) name of the attorney and firm representing protester, if applicable; and
- (v) reason(s) for the protest.

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. Failure to file a Notice of Protest within the time periods set forth herein shall constitute a waiver of protest.

(3) Timeline for Formal Written Protest. The formal written protest shall be filed within ten (10) days after the date the notice of protest is timely filed. Failure to submit the formal written protest within ten (10) days will constitute a waiver of protest.

(4) Written Protest Requirements. The formal written protest shall include at a minimum:

- (i) the formal written protest shall be titled "Formal Written Protest";
- (ii) state with particularity the identity of the contact person for the protester, including name, title, address, telephone, fax, and email address;
- (iii) name of the attorney and firm representing protestor, if applicable;
- (iv) identification of the solicitation;
- (v) reason(s) for the protest;
- (vi) a statement of the specific relief requested;
- (vii) the protest must demonstrate how the protestor has been aggrieved as a result of the Authority's decision and shall include the facts, argument(s), and the law upon which the protest is made;
- (viii) include documents to substantiate the basis or ground for the protest; and
- (ix) the required protest bond.

If the formal written protest is submitted electronically, the protestor 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. Failure to file a formal written protest within the time periods set forth herein 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. 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 protests will be governed by the PSTA's Rules and Regulations.

(c) Protest Bond. Any firm or person who files a protest of a decision or intended decision concerning award of contract pursuant to this section shall post with the Authority, at the time of filing a formal written protest, a bond payable to the Authority in the following amounts:

- (1) an amount equal to one (1) percent of the estimate of the total value of the contract or \$5,000, whichever is less.

(d) Condition of Bond. The bond required by this subsection shall be conditioned upon the payment of all costs which may be adjudged against the person filing the protest in the court in which the action is brought and any subsequent appellate court proceeding. If, after completion of the court process and any appellate court proceedings, the Authority prevails, it shall recover all costs and charges which shall be included in the final order or judgment, excluding attorneys' fees. Upon payment of such costs and charges by the person filing the protest, the bond shall be returned to him or her. If the person filing the protest prevails, the bond shall be returned to him or her.

(e) Failure to Submit a Protest Bond. Failure to submit a protest bond with a formal written protest will result in the protest being rejected by the CEO/ED or CEO/ED's designee without further consideration by the Authority.

(f) Time Computation. Saturdays, Sundays, or Federal or State of Florida holidays shall be excluded in the computation of the time periods provided by this section.

(g) Delivery. Notice of protest, formal written protests, and protest bond shall be sent via hand delivery or certified mail. **Electronic forms of delivery are not an acceptable means of delivery.** The protestor is solely responsible for verifying that the written protest was received in a timely manner. Written protests should be addressed to:

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

(h) Stay of Procurement. Upon receipt of a timely filed formal written protest and protest bond, the Authority shall not proceed further with the contract award process when a protest has been timely filed prior to an award by PSTA. If PSTA does not make an award while a protest is pending with PSTA, after five (5) days from the date the CEO/ED of his/her designee shall confirm with FTA that FTA has not received a protest on the contract in question before PSTA proceeds with making an award or with the procurement if an award already had been made.

(i) Resolution of Protest.

(1) Review of Protest. The CEO/ED shall review all information and documents provided by the protester including the procurement file to make a determination on the protest. When the CEO/ED is a member of the committee that makes a recommendation or intended decision, the CEO/ED will designate a Department Director to consider the protest.

(2) Hearing or Opportunity to be heard. The CEO/ED or CEO/ED's designee may provide the protestor an opportunity to be heard on the issues stated in the protest. 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.

(3) Written Determination. The CEO/ED or his/her designee will provide the protestor and all other offerors with a written determination of the protest within fifteen (15) days of receiving the formal written protest.

(4) Reconsideration of Determination. Any protestor may submit a request for reconsideration to PSTA's CEO/ED within seven (7) days if data or information becomes available after the submittal of the formal written protest that was not previously known to the protestor, or there has been an error of law. Such request must specify the newly available data, information or the error. The CEO/ED may then reconsider his/her determination and ordinarily will have five (5) days to issue a determination on the request for reconsideration.

17. FTA Protest Procedures

Any Interested Party to a procurement funded by the FTA may file a protest with FTA only if the protest concerns a matter that is primarily a Federal concern. Examples of Federal concerns include but are not limited to situations where a special Federal interest is declared because of program management concerns, possible mismanagement, impropriety, waste, or fraud.

18. 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 (Exhibit E-01)
- (2) the Form of Contract (Exhibit K; K-01);
- (3) Schedule (Form S-01);
- (4) Representations and Certifications (Exhibit A; Form A-01);
- (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-07);
- (8) Special Provisions (Exhibit D; Form D-01);
- (9) General Provisions (Exhibit F; Form F-01); and
- (10) the Specifications or Statement of Work (Exhibit H; Form H-01);
- (11) the Cover Sheet (Form CS-01); and
- (12) Disadvantages Business Enterprise (DBE) Provisions (Exhibit G; Form G-03)

19. 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).

EXHIBIT D

SPECIAL CONTRACT PROVISIONS

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1. Type of Contract

- (a) This is a fixed price indefinite quantity, indefinite delivery contract for the supplies and/or services specified elsewhere in the contract.
- (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 one (1) year (from the date of the award of contract, with two (2) 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) Orders may be issued by electronic mail with an attached order.

5. 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.

6. 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.

7. 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.

8. 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 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. PSTA does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor'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 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.

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 or, at its sole discretion, shall be authorized to purchase such coverage and charge the Contractor 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 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
 Address: 3201 Scherer Drive North,
 St. Petersburg, FL 33716

(f) Except for workers' compensation coverage and professional liability coverage, the Contractor'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 is responsible for the amount of any deductibles, self-insurance or self-insured retentions.

(h) Insurance required of the Contractor 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	\$1,000,000 Limit Each Accident
	\$1,000,000 Limit Disease Aggregate
	\$1,000,000 Limit Disease Each Employee

(j) Commercial General Liability insurance with Occurrence Form shall be maintained by the Contractor. 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, and broad form property damage with the following minimum limits:

- \$1,000,000 each occurrence for bodily injury and property damage
- \$5,000,000 general aggregate
- \$1,000,000 products completed operations aggregate
- \$1,000,000 personal & advertising injury

The Contractor 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 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 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

- Project Specific Aggregate/Per Job Aggregate/Per Location Aggregate Provides that the General Aggregate applies separately to the project under contract.

- Waiver of Subrogation
All of Contractor's insurance policies, except Professional Liability, will waive rights of recovery against the 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.

- Crime/Employee Dishonesty/Employee Fidelity Bond Coverage –Crime/Employee Dishonesty/Fidelity insurance is to be purchased or extended to cover Dishonest Acts of the Contractor's employees on PSTA's premises resulting in the loss to PSTA. Dishonest Acts include theft of monies, securities, vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

9. 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.

10. Contract Identification Number

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

EXHIBIT E
ADDENDUM TO GENERAL PROVISIONS
(FEDERALLY ASSISTED SUPPLY/SERVICES CONTRACT)

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The contract clauses and provisions in this Exhibit apply to all Federally-assisted supply and service contracts. These provisions supersede and take precedence over any other clause or provision contained within this contract that may be in conflict therewith. The term “Contractor” shall have the same meaning as defined in the agreement (Exhibit K) to this solicitation.

1. No Obligation by the Federal Government

(a) The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Authority, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Access to Records

The following access to records requirements apply to this contract:

(a) The Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(b) The Contractor 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 Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

4. Federal Changes

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

5. 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.

(a) 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.

(b) 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.

(c) 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.

(d) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. Access Requirements for Individuals with Disabilities

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and the following regulations and any amendments thereto:

- (a) US. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR. Part 37;
- (b) US. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR. Part 27;
- (c) US. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR. Part 38;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR. Part 35;
- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR. Part 36;
- (f) General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 CFR. Part 101-19;
- (g) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR. Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR. Part 64, Subpart F; and
- (i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

7. Clean Air and Water Act

(a) Definitions:

- (1) "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).
- (2) "Clean air standards," as used in this clause, means:
 - (i) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;
 - (ii) An applicable implementation plan as described in Section 110(d) of the Air Act [42 U.S.C. 7410(d)];
 - (iii) An approved implementation procedure or plan under Section 110(c) or Section 111(d) of the Air Act [42 U.S.C. 7411(c) or (d)]; or
 - (iv) An approved implementation procedure under Section 112(d) of the Air Act [42 U.S.C. 7412(d)].
- (3) "Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pre-treatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

(4) "Compliance," as used in this clause, means compliance with:

(i) Clean air or water standards; or

(ii) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

(5) "Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised, by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee of the Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

(6) "Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

(b) The Contractor agrees:

(1) To comply with all the requirement of Section 114 of the Clean Air Act (42 U.S.C. 7414) and Section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use best effort to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

(4) To insert the substance of this clause into any nonexempt subcontract, including this paragraph (b)(4).

8. Contract Work Hours and Safety Standards Act- Overtime Compensation-Nonconstruction

(a) Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess for forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(b) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the provisions set forth in paragraph (a) of this clause.

(c) Withholding for Unpaid Wages and Liquidated Damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal Contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payrolls and Basic Records.

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract

work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

9. Disadvantaged Business Enterprise (DBE) Program

It is the policy of the Authority and the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have a level playing field and an opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.

10. Energy Policy and Conservation Act

The Contractor shall recognize mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.).

11. Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

12. Notice of Federal Requirements

The Contractor is advised that Federal requirements applicable to this contract as set forth in federal law, regulations, policies, and related administrative practices will be incorporated by reference and are material to the terms and conditions of the contract pursuant to paragraph 15 below. The Contractor is further advised that such requirements may change during the performance of this contract and that any such changes shall be automatically incorporated and deemed to apply to this contract.

13. Officials Not to Benefit

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

14. Restrictions on Lobbying

(a) The Contractor shall timely comply with the requirements of the lobbying restrictions set forth in 31 U.S.C. § 1352 and 49 CFR Part 20, and as those authorities may be hereafter amended.

(b) If a Standard Form LLL, Disclosure of Lobbying Activities, is required to be completed by the Contractor or subcontractor at any tier, such disclosure form shall be furnished to the Contracting Officer.

15. Incorporation of Federal Transit Administration (FTA) Terms

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

16. Recycled Products

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

17. Buy America Provision

This solicitation and the resulting contract are subject to the Buy America requirements of 49 U.S.C. § 5323(j) and the Federal Transit Administration's implementing regulations found at 49 CFR § 661, the provisions of each of which are incorporated herein by reference. These regulations require, as a matter of responsiveness, that the bidder or offeror submit with its offer a completed certification in accordance with 49 CFR § 661.6 or § 661.12, as appropriate. These certifications are set forth in Exhibit U of this solicitation.

18. Government-Wide Debarment and Suspension

(a) This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

(b) The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

(c) By signing and submitting its bid or proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Pinellas Suncoast Transit Authority. If it is later determined that the proposer or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Pinellas Suncoast Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

19. False Claims Act – Prompt Notification

(a) *Notification to FTA; Flow Down Requirement.* If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify PSTA, and PSTA will promptly notify FTA Chief Counsel and FTA Regional Counsel for the Region in which PSTA is located. The Contractor shall include a similar notification requirement in its third party agreements and include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(b) *Additional Notice to U.S. DOT Inspector General.* Contractor must promptly notify PSTA, and PSTA will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel, if Contractor has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is subject to this Agreement or another agreement between the

Contractor and/or PSTA and FTA, or an agreement involving a principal, officer, employee, agent, or third party participant of PSTA or Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.

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

(SERVICES CONTRACT)**

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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 that the parties stipulate that Force Majeure shall not include the novel coronavirus COVID-19 pandemic which is ongoing as of the date of the execution of this Contract.

(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.

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

EXHIBIT G
DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS
(FEDERALLY ASSISTED CONTRACT WITH A DBE GOAL)

PSTA's FY19, FY20, FY21 DBE Goal is 7.71%.

PSTA HAS ESTABLISHED A XX% DBE GOAL ON THIS CONTRACT.

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

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1. Definitions and Interpretations

The Authority will utilize the following definitions to identify Disadvantaged Business Enterprise (DBE) Program eligibility standards. The definitions defined in 49 CFR Part 26 are hereby incorporated by reference.

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.

3. Certification and Directory of DBEs

(a) All prospective DBEs must be certified through the Florida Unified Certification Program (UCP). The UCP provides "one-stop shopping" to applicants for DBE certification, such that an applicant need apply only once for a DBE certification that will be honored by all UCP members in Florida. PSTA is a member of the Florida UCP.

(b) The DBE firm will be verified as a certified DBE through the Florida UCP Directory. The UCP maintains an electronic DBE directory of all firms certified in Florida. The directory is located at <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://tampaairport.com/minority-and-disadvantaged-business-contracting>.

(c) The eligibility of a DBE certified joint venture will be determined on a project-by-project basis by PSTA.

(d) Offerors are reminded that only certified DBEs may participate in Authority contracts in such capacities. If offerors propose using a DBE not currently certified, it is strongly urged that HCAA be contacted well in advance of the date set for receipt of offers in order to enable review of the proposed DBE's eligibility.

4. Credit Toward Goals

The Authority will count DBE participation toward the overall and contract goals as provided in 49 CFR Section 26.55. In addition, if the materials or supplies are purchased from a **DBE** regular dealer, count 60 percent of the cost of the materials or supplies toward **DBE** goals; do not count 100 percent of the cost.

5. DBE Modifications or Substitutions

This provision applies to all modifications and substitutions under this contract. The Contractor will be required to comply with this provision to the extent needed to achieve the DBE goals agreed to at the time of contract award.

(a) If the Contractor wishes to terminate or substitute a DBE subcontractor listed as fulfilling its contract goal, and then performs the work of the terminated DBE subcontractor with its own forces, an affiliate, a non-DBE subcontractor or with another DBE subcontractor, it must submit written documentation prior to the termination or substitution of the DBE subcontractor to the Contracting Officer, identified in Exhibit CS-01 to this solicitation. This will include any changes to items of work, material, services, or DBE firms that differ from those identified on the Intent to Perform as a DBE Subcontractor form(s) on file with the Contracting Officer. The offeror/Contractor must provide any and all documentation and information as may be requested with respect to the requested change.

(b) The offeror's/Contractor's documentation shall include the specific reasons for the proposed change. Specific reasons that are acceptable include, but are not limited to: the DBE was not able to perform; the DBE was unable to produce acceptable work; and/or the DBE has submitted an unreasonable escalation in price. In the case of a DBE subcontractor being substituted by another DBE subcontractor, the Contractor should include the name, address, certification number and principal office of the proposed DBE firm. After providing an opportunity to the DBE liaison to make a recommendation, the Contracting Officer will approve or disapprove the change.

(c) If the change involves a subcontractor substitution, the offeror/Contractor must make good faith effort to replace one DBE with another DBE. The substitute DBE firm must be certified by the Florida UCP in order for the offeror/Contractor to receive credit toward fulfilling its DBE participation goal for the contract. In the event that the offeror/Contractor is unable to contract with another DBE firm, good faith effort documentation must be provided to the Contracting Officer describing the unsuccessful attempts to locate a substitute DBE. In all situations, the Contractor may not terminate or substitute a DBE subcontractor without the prior written consent of the Contracting Officer.

(d) The offeror/Contractor must submit a new Intent to Perform as a DBE Subcontractor form for the substitute DBE firm(s) with the request for change, to verify that the new DBE firm(s) is certified by the Florida UCP. The Contracting Officer shall notify the offeror/Contractor in writing of his/her decision as expeditiously as possible. If the contract has been awarded and the Contracting Officer approves the proposed substitution in writing, the Contractor shall provide a copy of the executed subcontract agreement with the proposed DBE firm to the Contracting Officer within ten (10) business days of its receipt of the substitution approval.

(e) If the change involves a modification, the Contractor must submit, if applicable, the Intent to Perform as a DBE Subcontractor form specified for contract modifications for any DBE subcontractor affected by this change. This form may be obtained from the Contracting Officer.

(f) If the Contractor does not comply with this provision, the Authority may elect to apply contract remedies as defined in 49 CFR Part 26, or other contract remedies, as appropriate. Additionally, the Contracting Officer may order that the profits from the terminated portion of the DBE subcontract be forfeited by the Contractor.

6. Demonstration of Good Faith Effort

(a) If an offeror does not meet the DBE goal, it shall nevertheless be eligible for award of the contract if it can demonstrate to the Contracting Officer that it has made a good faith effort to meet the DBE goal. This good faith efforts documentation should be submitted when the initial response to the Authority's solicitation is due. All contractors, including DBE prime contractors, are required to submit good faith efforts documentation, if necessary. In evaluating an offeror's good faith effort submission, the Authority will only consider those documented efforts that occurred prior to the good faith efforts determination.

(b) In the event that a firm submitted by an offeror in accordance with the requirements of the Submission of DBE Utilization Forms and Related Documentation provision cannot be certified, the offeror will be notified and given an opportunity to substitute that firm with a certified DBE firm. The offeror will have ten (10) calendar days from the date of notification to accomplish the substitution. In the event the offeror is unable to contract with another substitute DBE firm, the good faith efforts that the offeror made in attempting to contract with a substitute DBE firm must be documented to the Contracting Officer at the end of the same ten (10) calendar day period.

(c) In making a determination that the offeror has made a good faith effort to meet the DBE goal, the offeror shall furnish to the Authority, as part of its DBE utilization information provided under the Submission of DBE Utilization

Forms and Related Documentation provision, such specific documentation concerning the steps it has taken to obtain DBE participation. By way of illustration and not limitation, the Authority will consider the following information:

- (1) Whether the offeror attended any pre-bid or pre-proposal meetings scheduled by the Authority to discuss, among other matters, DBE participation opportunities and acknowledged receipt of DBE certified vendor lists;
 - (2) Whether the offeror advertised in general circulation, trade association, and/or minority/women-focus media concerning subcontracting opportunities;
 - (3) Whether the offeror provided written notice to a reasonable number of DBEs that their interest in the contract was being solicited in sufficient time to allow DBEs to participate effectively;
 - (4) Whether the offeror followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;
 - (5) Whether the offeror selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including, where appropriate, breaking down the contract into economically feasible subcontracts to facilitate DBE participation);
 - (6) Whether the offeror provided interested DBEs with adequate information about the plans, specifications, scope of work and requirements of the contract;
 - (7) Whether the offeror negotiated in good faith with interested DBEs regarding their capabilities, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation;
 - (8) Whether the offeror negotiated in good faith with interested DBEs regarding price, using good business judgment and not rejecting reasonable quotes from interested DBE firms;
 - (9) Whether the offeror made efforts to assist interested DBEs in obtaining bonding, lines of credit, insurance, etc., as required by the Authority or the offeror;
 - (10) Whether the offeror made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services;
 - (11) Whether the Offeror effectively used the services of available minority and women community organizations; contractor groups; local, State, and Federal business assistance offices; and other organizations that provide assistance in the identification of DBEs;
 - (12) Whether the offeror obtained written documentation from a bona fide surety company indicating that bonding was denied and for what reason(s), prior to the DBE being rejected as a potential subcontractor for failing to obtain offeror-required bonding. Documentation furnished by a surety company will be subject to verification by the Authority; and
 - (13) Whether other offerors have attained a sufficient level of DBE participation to meet the contract goals.
- (d) The Authority will look not only at the different kinds of efforts that the offeror has made, but also the quantity and intensity of those efforts. Efforts that are merely pro forma are not good faith efforts to meet the goal (even if they are sincerely motivated) if, given all relevant circumstances, the offeror's efforts could not reasonably be expected to produce a level of DBE participation sufficient to meet the goal.
- (e) Offerors are reminded that the issue of whether or not the offeror has met or exceeded the established goal and/or demonstrated good faith efforts is considered a matter of the offeror's responsibility. The Authority will only award contracts to offerors determined to be responsible. The Contracting Officer, after affording the Authority's DBE personnel an opportunity to make a recommendation, shall be responsible for determining the sufficiency of an offeror's good faith effort to meet contract goals.
- (f) An offeror that the Contracting Officer determines is not responsible may request administrative review and reconsideration under the Authority's Procurement Regulations. As part of any reconsideration, if requested, the offeror may elect to meet in person with the Reconsideration Official (Chief of Administration) to discuss credit toward meeting the DBE goal or whether the offeror made adequate good faith efforts.

7. Offeror's DBE Obligation

The offeror's DBE obligation is outlined in an Exhibit C provision entitled Disadvantaged Business Enterprise (DBE) Participation, and the provision entitled Non-Discrimination Assurance found in Exhibit E of this contract.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of PSTA to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal, as referenced above, has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The bidder will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts.

8. Prompt Payment Documentation and Reporting

The Contractor agrees to pay each subcontractor under the prime contract for satisfactory performance of its contract no later than ten (10) calendar days from receipt of each payment the Contractor receives from PSTA. The Contractor agrees to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced period may occur only for good cause following written approval of PSTA. This language applies to both DBE and non-DBE subcontracts. Failure to satisfy prompt payment to subcontractors no later than ten (10) calendar days from the receipt of payment from PSTA may constitute a breach of contract and may result in termination of the Contractor for default or such remedy as the Authority may deem appropriate.

The Contractor and any subcontractors shall report and verify prompt payment through 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.

As provided elsewhere in this contract, the Authority may withhold all or part of any payment otherwise due the Contractor if the Contractor fails to respond to the Authority by noted response dates and/or make prompt payments to its subcontractors, suppliers, materialmen or laborers.

9. Sanctions for Noncompliance with the Authority's DBE Program Provisions

Failure of the Contractor to carry out the Authority's DBE program provisions shall constitute a breach of contract and may result in termination of the Contractor for default or such remedy as the Authority may deem appropriate. The Authority reserves the right to apply legal and contract remedies available under Federal, state and local law, including but not limited to, responsibility determinations in future contracts, suspension and debarment procedures as outlined in 49 CFR Part 29, and forfeiture of profits as provided for elsewhere. The Authority will bring to the attention of the Department of Transportation (DOT) any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take steps provided in 49 CFR Section 26.107.

10. Submission of Subcontractor Utilization Forms and Related Documentation

(a) Each offeror should submit to the Authority an executed Intent to Perform As a DBE Subcontractor form (Attachment 1) for each proposed subcontractor when the initial response to the Authority's solicitation is due. Good faith documentation (if necessary) should also be submitted at this time. The submission of this information is considered an issue of responsibility, and the Authority will not award a contract to any offeror who has not supplied this documentation.

(b) The Intent to Perform As A DBE Subcontractor form for each proposed subcontractor shall constitute a representation by the offeror to the Authority that it believes such firm is ready, willing, and able to perform the work indicated. It shall also represent a commitment by the offeror that if it is awarded the contract, it will enter into a

subcontract with such subcontractor for the work described at the approximate price set forth in the Intent to Perform As A DBE Subcontractor form.

(c) If the DBE subcontractor participation changes after the forms have been submitted, but prior to award of the contract, the offeror is required to immediately notify the Contracting Officer of the changed amount and the reason(s) for the change. The modification and substitutions of DBE firms that occur shall be governed by DBE Modification or Substitutions provision of this Exhibit.

(d) Except as authorized by the Contracting Officer, the successful offeror shall enter into formal agreements with the subcontracting firms shown in the submitted Intent to Perform As A DBE Subcontractor form(s) within ten (10) business days after receipt of a contract executed by the Authority. The Contractor shall provide the Contracting Officer two (2) copies of each agreement within three (3) business days of execution.

(e) If an offeror is a DBE and lists itself on the Intent to Perform As A DBE Subcontractor form, it is required to perform the work indicated with its own work force.

11. 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.

ATTACHMENT 1 TO EXHIBIT G
(INTENT TO PERFORM AS A DBE SUBCONTRACTOR FOR A CONTRACT AWARD)

All DBE subcontracting firms to be used on this solicitation must fill out this form.

DBE firms participating in PSTA's contracting opportunities must have "current" certification status with Florida's Unified Certification Program (UCP) prior to award of this contract. If PSTA determines that the firm is not an eligible DBE firm for PSTA contracts and subcontracts, the prime contractor will be notified of the ineligibility of the listed firm. The submission of this form is considered an issue of responsibility and PSTA will not award a contract to any offeror who has not supplied this documentation.

1. PSTA Solicitation #: _____
2. Name of **DBE** Subcontracting Firm _____.
3. Has the **DBE** subcontractor been certified as a DBE by a Florida UCP agency? _____
4. The **DBE** subcontractor is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both):

and at the following price \$ _____. (If the materials or supplies are purchased from a **DBE** regular dealer, count 60 percent of the cost of the materials or supplies toward **DBE** goals).

BY: _____
(Signature of **DBE** subcontracting Owner, President or Authorized Agent)

DATE: ____/____/____

PHONE: (____) _____

(Print or Type - Name of Signature of Owner, President or Authorized Agent of **DBE** subcontracting firm)

DECLARATION OF PRIME CONTRACTOR

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title of Declarant)

and a duly authorized representative of _____
(Name of Prime Contractor)

to make this declaration and that I have personally reviewed the material and facts set forth in this Intent to Perform As A DBE Subcontractor form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true, the owner or authorized agent of the subcontracting firm signed this form in the place indicated, and no material facts have been omitted.

Except as authorized by the Contracting Officer, the undersigned will enter into a formal agreement with the listed DBE subcontracting firm for work as indicated by this form within ten (10) business days after receipt of the contract executed by the Pinellas Suncoast Transit Authority. The undersigned will provide the Contracting Officer a copy of that agreement within three (3) business days of execution.

The prime contractor designated the following person as their DBE Liaison Officer:

(Name-Please Print) (Phone)

Pursuant to 49 CFR Section 26.107, any person [entity] who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes and may be referred to the Department of Transportation, and possibly the Department of Justice, for prosecution.

Name of Declarant _____
Signature _____
(Date) _____

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

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

___ The bidder/offeror is committed to a minimum of ___% DBE utilization on this contract.

___ The bidder/offeror (if unable to meet the DBE goal) is committed to a minimum of ___% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

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**

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1. General Scope

Contractor will work in conjunction with the marketing and communications department to provide integrated marketing communications services for the entire organization and will work to develop multi-platform, integrated programs to support PSTA's overall mission and goals. In addition, they will also work to increase brand recognition; strategic planning of campaigns; identify key target audiences and stakeholders; development and implementation of advertising and strategic partnership programs; promotions; ongoing data analysis and creative development and deliverables. Contractor agrees to provide all services in accordance with any advertising policies and procedures adopted by PSTA's Board of Directors and as may be amended from time to time.

2. Marketing Communications Objectives and Strategies

- a) Promote public transit to residents as a benefit to the local economy, community, environment, and quality of life.
- b) Continue to build brand awareness and intent to increase overall ridership throughout the system.
- c) Position PSTA as an innovative, award-winning leader in the transit industry.

3. Promote the variety of programs that PSTA offers to riders that provide transportation options along with the additional ways to connect to transit that highlights our commitment to sustainability.

- a) Promote PSTA's strengths and build on its reputation as an agency to residents, stakeholders, and government officials.
- b) Work with the PSTA Marketing and Communications department to develop effective award-winning advertising campaigns using innovative marketing media and creative concepts.
- c) Conduct research to develop relevant messaging.
- d) Negotiate media buys and secure added value benefits where.
- e) Identify and contact digital outlets, radio stations, newspapers, publications, out of home or broadcast options to ascertain interest in best media placement strategies. Promotional Return on Investment (ROI) outline shall be provided to PSTA at a minimum of quarterly.
- f) Provide advice/input and develop concepts for marketing programs.

g) Presentation of creative (new concepts, ideas, etc.) Graphic design work for digital, web, print, radio, television, trade show, and other channels to be determined based on campaign strategy.

4. Graphic design work for digital, web, print, radio, television, trade show, and other channels to be determined based on campaign strategy.

a) PSTA shall retain exclusive ownership and all rights of use of all marketing and advertising materials generated by successful Offeror. Offeror shall have no such rights.

b) PSTA shall have final review and approval of all work conceptualized, created and or produced for PSTA by the successful Offeror.

5. Comprehensive campaign strategy and media planning/buying for various initiatives, including PSTA service, technology projects, new products/services,

a) Media plans/buys should include comprehensive strategic recommendations, including print, digital, broadcast, radio, and out of home.

b) Media planning should include innovative ad placement options, detailed targeting recommendations, ways that budget will be maximized, and comprehensive reporting of campaign results.

6. Reporting Requirements:

a) Develop a methodology to be approved by PSTA for measuring impact and success of all marketing/advertising programs and provide monthly analysis of such measurement to show the return on investment (ROI).

b) At least one standing meeting per month with PSTA staff to provide project updates – either in person or via video conference.

c) Create presentations/reports to Board Meetings and any other industry meetings, as needed.

d) Provide and analysis of all advertising programs to evaluate effectiveness of the programs via appropriate audience segment input.

7. Acting as a steward of funds:

a) PSTA is funded largely through government grants, including federal and state funds. Contractor should act as a responsible steward of those funds and provide all required reports in compliance with grant requirements.

b) Contractor also understands that specific projects may have specific creative requirements and stakeholder approval requirements in order to comply with funding requirements, and plans campaigns accordingly.

8. Contractor Responsibilities:

a) Research

- Provide appropriate competitive research, to include but not limited to; customer surveys, community surveys, and focus groups,
- Assist in strategic planning.

b) Media planning and buying

- Identify and evaluate new media opportunities.
- Develop methodology for identifying appropriate target audiences and choosing media that best reaches each target group.

c) Execute media buys including development, placement and coordination of media plans including negotiation of added value elements and promotions. PSTA will not pay any commissions or mark-up on media buys or placements. All services shall be provided to PSTA at-cost.

d) Create media plans and media analysis reports.

9. Creative

a) Development of creative media strategies and comprehensive marketing campaigns. Graphic design work for digital, web, print, radio, television, trade show, and other channels to be determined based on campaign strategy. Demonstrated understanding of graphic design best practices based on user experience, consumer behavior, and market knowledge as outlined in creative brief. Design work should adhere to all PSTA brand guidelines and high standards for artistic quality.

10. Web design & development

- a) Develop a site map and recommendations to improve user experience
- b) Design new website in accordance with PSTA brand guidelines
- c) Recommendation and selection of CMS and required plugins that meets PSTA's web needs
- d) Back end & front-end development of new site, with specific attention to mobile responsiveness and ADA compliance.

11. Production/Trafficking

- a) Responsible for trafficking of materials (print, broadcast, etc.) to advertising outlets, printers, etc.
- b) Provide electronic files of finished materials to PSTA including PDF files, JPEGs, raw files, etc.
- c) Prepare advertising materials for presentation purposes (mounting, scanning PowerPoint).

12. Account Service

- a) Strategic Planning – contributing and assisting with the development of strategic marketing plans, development of brand strategy, development of creative concepts and other strategies.
- b) Meetings – at agency cost, attend internal meetings on marketing programs as needed.
- c) Presentations – assisting with development of presentations regarding marketing programs, giving presentations as appropriate, and providing content and electronic materials to incorporate into presentations.
- d) Budgeting – providing input and ongoing tracking of the marketing budget, developing program budgets, and budget status reports, ensuring agency budgets remain in sync with PSTA budgets.
- e) Daily Account Service - ongoing communication, status reports and other reports as necessary, contributing to program summaries, analysis of campaigns, etc.



EXHIBIT K

AGREEMENT FOR MARKETING SERVICES

THIS AGREEMENT FOR MARKETING SERVICES (“Agreement”) is made on _____, 2022, 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. 22-980447 for Marketing Services on _____, 2022 (the “Solicitation”); and

WHEREAS, Contractor timely submitted its response to the Solicitation on or before _____, 2022 (“Contractor’s Response”); and

WHEREAS, PSTA’s Board of Directors awarded the contract to Contractor at its duly held Board of Directors Meeting on _____, 2022 (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 Solicitation 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, the federal terms attached to the Solicitation as Exhibit E shall take precedence over all other terms, followed by this Agreement, which takes precedence over the exhibits attached hereto and any inconsistency between the exhibits attached hereto will be otherwise resolved in the following order:

- | | |
|-----------|-----------------------|
| Exhibit 1 | Solicitation |
| Exhibit 2 | Contractor’s BAFO |
| Exhibit 3 | Contractor’s Response |

3. SCOPE OF SERVICES. Contractor, at the direction of PSTA, shall furnish to PSTA marketing services as described and in accordance with the specifications, tasks, and statement of work set forth in the Solicitation (the “Services”). Contractor acknowledges that it has read the specifications and understands them. Contractor agrees to provide the Services in accordance with any advertising policies and procedures adopted by PSTA’s Board of Directors and as may be amended from time to time.

4. EFFECTIVE DATE AND TERM OF AGREEMENT. This Agreement shall become effective and commence on the Effective Date and shall remain in effect for ____ years and may be renewed for _____ terms (each a “Renewal Term”).

5. TERMS OF PERFORMANCE.

- 5.01. *Time for Completion.* Contractor shall commence work under the Agreement immediately on the Effective Date and shall continue to provide the Services throughout the term of this Agreement, including any Renewal Terms, in accordance with the terms of this Agreement. **[or]**
- 5.02. *Task Order Based Contract.* PSTA will issue written orders for the tasks that it needs completed (“Task Orders”). Upon issuance, Contactor shall respond in writing with specifications for the Task Orders, including the key personnel that will be assigned, an estimate of the hours required and total cost to complete the Task Orders and all deliverables, a schedule of all tasks, deliverables, and proposed completion date, and any other information required by the Solicitation or which may be requested by PSTA in order for PSTA to monitor the Task Orders. Contractor shall not begin work on any Task Orders until PSTA has reviewed and approved the Contractor’s specifications for each Task Order, incorporating any changes or modifications PSTA deems necessary, in its sole discretion. Once approved, the Task Orders shall be appended to this Agreement and incorporated as an exhibit and all work and deliverables shall be completed by the date set forth in the Task Orders, unless modified in writing by the Parties. In the event a Task Order approved during the term of this Agreement or any Renewal Term and has a completion date beyond the term of this Agreement set forth in Paragraph 4 above, the terms and conditions of this Agreement shall be automatically extended through the completion of the Task Order.
- 5.03. *Representatives.* Prior to the start of any ordering or supplying the Services under this Agreement, Contractor shall designate a primary and alternate representative, who will have management responsibility for the Services and who will 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 representative. 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.
- 5.04. *Non-exclusive Contract.* PSTA specifically reserves the right to contract with other entities for the Services described in the Contract Documents or for similar services if it deems, in its sole discretion, such action to be in PSTA’s best interest.
- 5.05. *Status Reports.* Contractor shall submit monthly written status reports to PSTA outlining the status of each Task Order issued by PSTA throughout the term of this Agreement. Each Status Report shall be a concise narrative description of activities to date and planned activities until the next Status Report. A final report, one (1) original and two (2) copies, shall be submitted by Contractor along with all deliverables upon completion of each Task Order. If a monthly schedule submitted by the Contractor includes changes affecting the achievement of deliverables based on circumstances the Contractor believes to be a delay caused by PSTA, the Contractor shall clearly identify those changes.
- 5.06. *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 in the Services. The Services and the work associated therewith shall be of 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.
- 5.07. *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 Task Orders. The Parties agree that if either party deems it advisable to hold either a conference or any inspection of work in progress, all Parties will be notified and may participate.

- 5.08. *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 this Agreement.
- 5.09. *Ownership and Use of Materials.* The Parties intend that the material produced by Contractor as part of the Services is “work for hire” as contemplated by the United States Copyright Act and is to be solely owned by PSTA. Notwithstanding the foregoing, Contractor hereby irrevocably grants and assigns to PSTA all rights, title, and interest to all materials produced by Contractor under this Agreement, including, but not limited to, the sole, absolute and exclusive right, license and privilege to exhibit, distribute, market, transmit, duplicate, dub, perform, produce, reproduce, sublicense and otherwise use and exploit the material produced by Contractor throughout the world by all existing formats, including internet and mobile platform, and any as yet undiscovered methods and formats, and Contractor hereby grants PSTA all consent necessary to enable PSTA to exploit the material at its convenience. Contractor shall not be entitled to use the materials or any part of thereof produced under this Agreement, without PSTA’s prior written consent, which PSTA may withhold in its sole and absolute discretion. Upon termination of this Agreement, however terminated, Contractor shall deliver to PSTA all papers and other materials related to the Services performed under this Agreement.

6. COMPENSATION. In consideration of Contractor’s faithful performance of the Contract Documents, PSTA agrees to pay Contractor pursuant to the rates and pricing 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 Contract Total. Payment shall be made only for work which is actually performed by Contractor 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 work or services were performed. PSTA will make payment in accordance with the Florida Prompt Payment Act, section 218.70, *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, and delivered to the following address:

Pinellas Suncoast Transit Authority
Attention: Finance Department/Accounts Payable
Contract #: _____
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 may be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein.

6.03. *Re-procurement.* Should this Agreement be terminated by PSTA for cause, or should the Contractor be unable to or refuse to supply the Services contemplated by this Agreement, Contractor shall be liable for all expenses incurred by PSTA in re-procuring elsewhere the same or similar items or services offered by Contractor.

7. WARRANTIES AND COVENANTS.

7.01. *Patent, Trademark, Copyright, and Trade Secret.* Contractor warrants that the Services, and all goods and 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 he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of PSTA with a view toward securing favorable treatment in the awarding, amending, or evaluating 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.

8. DELAY IN PERFORMANCE/FORCE MAJEURE.

8.01. *Time of the Essence.* The timely receipt of the Services and deliverables to PSTA is essential. If the Services are not supplied in a timely fashion in accordance with the Contract Document, PSTA may cancel the unfilled portion of this Agreement for cause, purchase substitutes elsewhere, and recover from Contractor any increased costs and damages thereby incurred by PSTA.

8.02. *Unavoidable Delay.* If completion of the Services 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 Services or substantial increases in the costs of performing the work under the Contract Documents.

8.04. *Notification.* Contractor will notify PSTA as soon as Contractor has, or should have, knowledge that an event has occurred which will delay completion of the 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.

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 active 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. Nothing contained in this contract, and specifically this provision requiring Contractor to indemnify PSTA, is intended to nor shall it be construed as an additional waiver of sovereign immunity by PSTA beyond the PSTA’s expressed written contractual obligations contained within this contract, nor shall it be construed as a waiver of any defenses or limitations to any claims, including those based on 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. PSTA 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
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.

- 11.03 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 Modification.* The Contract Documents, including the scope, specification, and details of the Services may only be modified by written agreement of the Parties. No modification shall serve to increase the Contract Total unless such change has been approved by PSTA's Board of Directors prior to any work being performed that would serve to increase the Contract Total.
- 11.05 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.
- 11.06 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.
- 11.07 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.
- 11.08 Severability.* If any one or more provisions of this Agreement 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 this Agreement shall be treated as though the invalidated portion(s) had never been a part hereof.
- 11.09 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.
- 11.010 Counterparts.* This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

(SIGNATURES ON FOLLOWING PAGE)



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

CONTRACTOR:

By: _____
Print Name: _____
Duly Authorized Designee

CONTRACTOR'S WITNESS/ATTEST:

By: _____
Print Name: _____

PSTA:

By: _____
Brad Miller, CEO

Attest:

Rachael Cappolla, Executive Assistant

Approved as to form:

By: _____
Alan S. Zimmet, General Counsel