PINELLAS SUNCOAST TRANSIT AUTHORITY
ST. PETERSBURG, FLORIDA

SOLICITATION, OFFER AND AWARD FORM

REQUEST FOR PROPOSAL

1. SOLICITATION #: RFP 25-980753	**4. BRIEF DESCRIPTION:**
2. ISSUE DATE: 08/05/2025	**TAMPA BAY FERRY VESSELS & SERVICE**
3. FOR INFORMATION CONTACT Contracting Officer: **NAME:** Edith Randle **E-MAIL:** erandle@psta.net purchasing@psta.net	

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

IN PERSON LOCATION:

PSTA ADMINISTRATIVE BUILDING
AUDITORIUM
3201 SCHERER DRIVE
SAINT PETERSBURG, FL 33716

DATE AND TIME:

FRIDAY, AUGUST 08, 2025
10:00 AM EST (EASTERN STANDARD TIME)

MICROSOFT TEAMS
MEETING ID: 299 278 730 064 8
PASSCODE: P45SW9I7
JOIN THE MEETING NOW

6. SUBMIT OFFER TO THE FOLLOWING WEBSITE (See Exhibit B for more information): https://psta.bonfirehub.com	**7. OFFER SUBMISSION DUE DATE AND TIME:** **THURSDAY, AUGUST 28, 2025** **10:00 AM EST** (EASTERN STANDARD TIME)

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 180 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 the 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:** **E-MAIL:** **CELL PHONE:** **FAX:**	**16. NAME AND TITLE 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:**
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-02	YES
Exhibit H	Specifications	H-01	NO
Exhibit K	Contract	K	YES
Affidavit	FL Statutes Section-288-0071 Affidavit-of-Compliance	AFFIDAVIT	YES
Affidavit	FL Statutes Section-787.06 (13) Anti-Human Trafficking	AFFIDAVIT	YES
Attestation	Common Carrier or Contracted Carrier Attestation	PUR 1808	YES

PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA) RFP 25-980753

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, vessel licensing, 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.

REMINDER: CONTRACTOR SHALL NOT INCLUDE VESSEL FUEL COST NOR INCLUDE ANY ASSUMED REVENUES.

INSTRUCTIONS: Enter the appropriate values for *Revenue Hours (Vessel) Rate.*

BASE TERM (YEAR 1-5) REVENUE HOURS (VESSELL) RATE:

Definiton of Revenue Hour (Vessel) **(Rate)**:		The hours that the vessel travels while in revenue service, meaning times when passengers are boarding or on board. The passenger boarding process and safety processes are included in the calculation of revenue service. Vessel revenue hours (VRH) include the hours from revenue service only. Vessel revenue hours exclude; deadhead, employee/crew training, and maintenance testing when paying passengers are not permitted on board.
1	**YEAR 1 -** Revenue Hours (Vessel) **(Rate/6000)**	$0.00
2	**YEAR 2 -** Revenue Hours (Vessel) **(Rate/6000)**	$0.00
3	**YEAR 3 -** Revenue Hours (Vessel) **(Rate/6000)**	$0.00
4	**YEAR 4 -** Revenue Hours (Vessel) **(Rate/6000)**	$0.00
5	**YEAR 5 -** Revenue Hours (Vessel) **(Rate/6000)**	$0.00

BASE TERM (YEAR 1-5) TOTAL PRICE:

Definition of Total First Year Price: Represents the cost of 6,000 service hours multiplied by the Revenue Hours (Vessel) Rate.

PSTA shall retain 100% of all fare revenue and PSTA shall provide the fuel for the ferry operation. **The price proposals from the contractor shall be total gross costs, not including any fuel costs or offset by any revenues of any kind including fare, concession, or other revenue**. All maintenance expenses related to maintaining the Vessels should be included in the price.

1.1	**YEAR 1 -** Total Price	
2.1	**YEAR 2 -** Total Price	
3.1	**YEAR 3 -** Total Price	
4.1	**YEAR 4 -** Total Price	
5.1	**YEAR 5 -** Total Price	
	TOTAL BASE TERM PRICE:	$0.00

OPTION TERM (YEAR 6-10) REVENUE HOURS (VESSELL) RATE:

Definiton of Revenue Hour (Vessel) **(Rate)**:		The hours that the vessel travels while in revenue service, meaning times when passengers are boarding or on board. The passenger boarding process and safety processes are included in the calculation of revenue service. Vessel revenue hours (VRH) include the hours from revenue service only. Vessel revenue hours exclude; deadhead, employee/crew training, and maintenance testing when paying passengers are not permitted on board.
6	**YEAR 6 -** Revenue Hours (Vessel) **(Rate/6000)**	$0.00
7	**YEAR 7 -** Revenue Hours (Vessel) **(Rate/6000)**	$0.00
8	**YEAR 8 -** Revenue Hours (Vessel) **(Rate/6000)**	$0.00
9	**YEAR 9 -** Revenue Hours (Vessel) **(Rate/6000)**	$0.00
10	**YEAR 10 -** Revenue Hours (Vessel) **(Rate/6000)**	$0.00

BASE TERM (YEAR 1-5) TOTAL PRICE:

Definition of Total First Year Price: Represents the cost of 6,000 service hours multiplied by the Revenue Hours (Vessel) Rate.

6.1	**YEAR 6 -** Total Price	
7.1	**YEAR 7 -** Total Price	
8.1	**YEAR 8 -** Total Price	
9.1	**YEAR 9 -** Total Price	
10.1	**YEAR 10 -** Total Price	
	TOTAL OPTION TERM PRICE:	$0.00
	COMBINED (BASE & OPTION) PRICE:	**$0.00**

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

SIGNATURE & DATE:

(Name & Title)

(Signature of Offeror's Representative) Date

(Offeror's Name)

SAMPLE MONTHLY INVOICE TO PSTA

INSTRUCTIONS: Enter the pertinent values within the cells under *Period of Performance Metrics & Revenue Collected* . The Tampa Bay Ferry Service Monthly Total cells with be calculated automatically.

Period of Performance Metrics & Revenue Collected	
Contract Number:	
Purchase Order Number:	
Invoice Number:	
Billing Period:	
Revenue Hours (Vessel) Hours Performed:	
Number of Total Passengers:	
Total Collected from Concessions Sales:	
Total Collected from Advertising:	
Total Collected from Charter Services:	

PSTA Tampa Bay Ferry Service	Tampa Bay Ferry Service Monthly Total:
Revenue Hours Service Hours *(Service Hours Performed)*	0.00
Revenue Hours Service Hourly Rate: *(Revenue Hour (Vessel) Rate - From S-01)*	**$0.00**
Monthly Cost: *(Revenue Service Hours Performed * Revenue Service (Vessel) Hourly Rate)*	**$0.00**
- Less	
Fares Collected owned by PSTA: (All Fares Collected to be paid to PSTA)	$0.00
Concession Sales: (50% of all **NET** Concessions to be paid to PSTA)	$0.00
Advertising Revenue: (50% of all Advertising Revenue to be paid to PSTA)	$0.00
Charter Services Revenue: (50% of all Charter Service Revenue to be paid to PSTA)	$0.00
TOTAL DUE TO VENDOR - NET 45:	**$0.00**

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 **

TABLE OF CONTENTS

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 (https://www.ecfr.gov/current/title-49/subtitle-A/part-26)

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, rest rooms and wash rooms, 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, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(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

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

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

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 of 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). The final award of the contract shall be the Effective Date of the contract.

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. <u>Scrutinized Companies Certification</u>

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) if the Contract Total is one million U.S. dollars ($1,000,000.00) or more: (1) it is not on the Scrutinized Companies with Activities in Sudan List, (2) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (3) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (4) it does not have Business operations or is engaged in business in Cuba or Syria, (5) it is not on the Scrutinized Companies that Boycott Israel List, and (6) it is not engaged or engaging 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 for cause if: (1) the offeror is found to have submitted a false certification regarding (1) – (6) above in accordance with section 287.135(5), Florida Statutes, or (2) the offeror is found to have been placed on the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activites in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel. Such termination shall be in addition to any and all remedies available to the PSTA at law or in equity. The terms Boycott of Israel" and "Business operations" used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes; or

(b) if the Contract Total is less than one million U.S. dollars ($1,000,000.00): (1) it is not on the Scrutinized Companies that Boycott Israel List, and (2) it is not engaged 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 for cause if: (i) the offeror is found to have submitted a false certification regarding (1) or (2) above in accordance with section 287.135, Florida Statutes, or (ii) the offeror has been placed on the Scrutinized Companies that Boycott Israel List or is or has been engaged in a Boycott of Israel. Such termination shall be in addition to any and all remedies available to the City at law or in equity. The term "Boycott of Israel" used in this section is defined as in, and the Scrutinized Companies that Boycott Israel List is the list maintained pursuant to, Section 287.135, Florida Statutes.

19. <u>Foreign Country of Concern Disclosure Certification</u>

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

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

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

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

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

☐ NONE

OR

☐ CURRENT OR PRIOR INTEREST WITH FOREIGN COUNTRY OF CONCERN

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

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

20. <u>Common Carrier Attestation</u>

Offeror attests that it is not willfully providing and will not willfully provide any service during the term of any awarded contract in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, as that term is defined in section 908.111(1)(d), Florida Statutes, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. Offeror must complete Florida Department of Management Services Form PUR 1808, Common Carrier or Contracted Carrier Attestation Form, incorporated by reference into rule 60A-1.020, F.A.C., and submit the completed form to PSTA. Notwithstanding anything contained in this document to the contrary, PSTA may immediately terminate any awarded contract for cause if offeror fails to make its attestation or is found in violation of its attestation. Such termination shall be in addition to any and all remedies available to PSTA at law or in equity

****

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.

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

EXHIBIT B
SPECIAL SOLICITATION INSTRUCTIONS and CONDITIONS

Table of Contents

1. <u>Introduction</u>

The Pinellas Suncoast Transit Authority (PSTA) is an independent special district created by the State of Florida in 1984 to provide public transportation services in Pinellas County. It is governed by a 15-member Board of Directors comprised nearly entirely of elected officials. In addition to passenger fares, funding for PSTA is obtained through ad valorem property taxes, as well as state and federal grants. PSTA is considered a nationwide leader in innovation in the transportation industry, starting with being the first transit agency in the country to partner with a Transportation Network Company in 2016, followed by unveiling of the region's first zero emission, all-electric buses, and now advancing the region's very first rapid transit service in its history. Now PSTA is expanding its modes to include successful passenger ferry operations including a ferry service between St. Petersburg and Tampa operated by the successful Contractor of this procurement. This service will be funded in partnership with municipal funding support from the Cities of St. Petersburg and Tampa.

A fleet of over 300 buses, vans and trolleys, plus contracted ferry operations to be supplemented by this procurement's service, are provided by PSTA throughout Pinellas County. The management staff consists of a CEO who reports to a 15-member Board of appointed elected officials from the Cities and County in Pinellas County. PSTA's Operations Division led by its Chief Operating Officer who reports to the PSTA CEO oversees the day-to-day operation of all public transportation services in Pinellas County, including this ferry service.

This is a solicitation for a partnership between the PSTA and a private provider to acquire and operate ferry vessels for the Tampa Bay Ferry Service between Tampa and St. Petersburg, Florida. The complete project involves first utilizing a federal grant to purchase one or two new or used ferry boats and then following the acquisition of the vessels, the operation and management of ferry services for an initial term of five years, with an option for the PSTA Board to approve an additional 5 year term for a total possible contract term of 10 years. PSTA is looking for an experienced private sector partner to efficiently implement this waterborne transit service in the most effective way possible.

2. <u>Proposal Format and Preparation</u>

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

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

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

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

(e) Proposals shall be typed. Proposals should contain **<u>no more than thirty (30) pages</u>**, exclusive of the covers, staff resumes, organization charts, required Exhibits, and tab sheets. Proposals should be prepared as simply and economically as possible while providing straightforward, concise information of the Offeror's capabilities to satisfy the requirements of this RFP. Fancy binding, colored displays, promotional material, etc. are neither necessary nor desired. Technical literature about the Offeror's experience and qualifications must be included. The emphasis should be on completeness and clarity of content. Unnecessarily elaborate proposals or lengthy presentations are not desired.

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

3. Evaluation Criteria

Proposals will be evaluated based on "Technical Acceptability." A breakdown of points is provided below for 100 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 6 below, the Offeror should organize its proposal so that the qualifications are clearly illustrated in each of the following categories.

No.	Criteria	Maximum Points
1	Cover Letter and Required Submittals	0
2	Contractor Experience and Capacity with Similar Passenger Ferry Operations	40
3	PHASE I - Vessel Acquisition Strategy	15
4	PHASE II - Operation Strategy	15
5	Price	30
6	Exceptions	0
	Total Points	**100**

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

A. A cover letter transmitting the proposal must be submitted and dated. The letter should describe the Offeror's interest in the contract and brief description of general approach or unique features of the Offeror or team. Provide founding date of Offeror, brief history, overall philosophy, and unique benefits/qualifications for this account.

B. The cover letter shall also contain the name, title, address, E-mail address, and telephone number(s) of an individual(s) with authority to bind the Offeror during the period in which PSTA is evaluating proposals.

C. The cover letter shall identify the legal form of the Offeror. If the Offeror is a corporation, the cover letter shall identify in which state the company was incorporated. The letter should also include a description of the Offeror. If a consortium, joint venture, or team approach is being proposed, provide the above information for all participating entities.

D. The cover letter shall be signed by a principal of the Offeror or other person fully authorized to act on behalf of the Offeror or team. The letter must indicate that the Offeror agrees to be bound by the contract upon award without modifications, unless mutually agreed to upon further negotiations between PSTA and the Offeror.

Section 2 – Contractor Experience and Capacity with Similar Passenger Ferry Operations (40 Total Maximum Points)

A. Provide a detailed description of the qualifications and experiences of both the Offeror and the General Manager/Project Manager(s) who will be assigned to each part of this Contract (Phase I and Phase II). Include detailed resumes of key personnel who will be part of each Phase including every member of the proposed management team.

B. Provide a detailed description of the Offeror's expertise in public ferry operations including meeting the minimum requirement of at least 10 years of experience in ferry operations.

1. Offerors should provide a list of all similar assignments they are performing or have performed within the last ten (10) years and provide any reason for cancellation. Information on each assignment should be provided in a table format and include the following:

    a) Date contract of service began and ended or if still operating such dates of the contract term.

b) Description of services performed
c) Years services were performed
d) Name, title, address, current telephone and email address, if possible, of references who were in a direct oversight or managerial role.
e) Total fixed dollar value of the contract.

C. Outline experience in acquiring and maintaining similar ferry boat vessels including a listing of all similar passenger vessels currently owned by the Offeror including age and method of acquisition.

D. Demonstrate financial viability to perform this service. This should be done by providing audited financial statements for the last three (3) years (including balance sheet and income statements). If the Offeror is a joint venture or partnership, audited financial statements should be provided for each joint venture member or general partner.

E. Proven compliance with United States Coast Guard (USCG), Maritime Administration (MARAD), and Federal Transit Administration (FTA) requirements. This can be demonstrated by providing any available documentation.

<u>Section 3 – PHASE ONE Vessel Acquisition Strategy (15 Total Maximum Points)</u>

Provide examples to demonstrate the following requirements related to Phase I of this Contract, Vessel Acquisition.

A. 10 years of experience in maritime brokerage and vessel acquisition
B. Successful procurement of passenger vessels is desired.
C. Network of licensed marine surveyors, transport firms, and legal experts
D. Proven compliance with USCG requirements
E. Life cycle cost containment strategy
F. Describe your proposed approach to identifying, evaluating, recommending and acquiring the best possible vessel or vessels for this service within the limits of the $4.8 million FTA Ferry Boat Grant.

<u>Section 4 – PHASE TWO Operation Strategy (15 Total Maximum Points):</u>

This section shall provide Offeror's ability to address phase 2 and service needs and manage personnel changes throughout the contract term.

A. Team and Staffing – Describe your staffing plan including how your management team will achieve service delivery goals including an Org Chart. The proposed team in the staffing plan must comply with any federal, state, or local requirement, including but not limited to the requirements of the U.S. Coast Guard. Describe your approach to hiring, training, promoting and retaining employees, evaluating and disciplining employees to maintain and grow a quality workforce. Resumes for the Key personnel including General Manager/Project Manager should be included in Section 1 above.

B. Describe your approach to service operation for this ferry service in compliance with the requirements contained within Section 2 of the Scope of Work including:

a. Methods used to achieve service delivery performance metrics.
b. Vessel maintenance, both minor regular, and major overhauls.
c. Describe your organization-wide and specific approach to prioritizing safety for this Contract. Outline your safety adherence to USCG and this Contract's requirements including how you will meet the requirement to have approved Safety Plans.
d. Describe your approach to coordinating with PSTA and/or the U.S. Coast Guard via radio dispatch.
e. Describe your fare and reservation services
f. Describe your Concession services/
g. Meeting the Reporting Requirements.
h. Describe, and provide examples of your working relationship with the U.S. Coast Guard.

<u>Section 5 – Price (30 Total Maximum Points)</u>

Price proposals should be submitted on the Schedule form provided by the Authority. Methodologies, other than those provided in the Schedule are highly discouraged.

Requests to modify the pricing schedule should be communicated to the Purchasing Agent specified on the solicitation cover sheet well in advance of the deadline set to receive offers, so that the Purchasing Agent may consider amending the Schedule if changing the pricing scheme is in the best interests of the Authority.

PSTA shall retain 100% of all fare revenue and PSTA shall provide the fuel for the ferry operation. The price proposals from the contractor shall be total gross costs, not including any fuel costs or offset by any revenues of any kind including fare, concession, or other revenue. All maintenance expenses related to maintaining the Vessels should be included in the price.

A detailed breakout of your YEAR One (1) expenses is required. Use the example provided (Attachment #1).

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.

4. Evaluation of Proposals and Selection Procedure

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

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

C. The Contracting Officer shall, also, evaluate prices for proposals determined to be "Acceptable" or "Potentially Acceptable." After completing this evaluation, the Contracting Officer may:

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

2. Seek clarifications and/or request the remaining Offerors to make oral presentations concerning their technical proposals. If oral presentations are required, the Contracting Officer will establish the specific criteria and parameters for oral presentations. Oral presentations shall be used to clarify written proposals and may be evaluated; and/or

3. Determine which of the remaining offers are within the competitive range and invite the Offerors in the competitive range to participate in discussions. The competitive range will consist of all proposals that have a reasonable chance of being selected for award. Discussions may address either the technical or price proposal, or both. At the conclusion of discussions, the Contracting Officer will set a time and date for the submission of "best and final offers." If a Offeror chooses not to submit a best and final offer, its initial proposal (including price) will be considered its "best and final offer." After the date and time set for receipt of best and final offers the Contracting Officer will evaluate the best and final offers and may present his/her recommendation for award to PSTA's Board of Directors based upon the total points for both the technical and price components of each best and final offer. The ultimate decision on the contract award shall be made by PSTA's Board of Directors in its sole and absolute discretion.

ATTACHMENT # 1 (Exhibit B) Fillable Form

The Year 1 total should match the total provided in the pricing schedule.

This sheet is used to calculate gross total expenses per category for Year 1 of ferry vessel operations. Expenses shall not account for any fuel cost, fare revenue, concessions revenue, or any other revenue.

Facility	QTY	Year 1 Total
Rent	1	
Utilities	1	
Maintenance	1	
Telecommunications	1	
Corporate overhead	1	
Other:	1	
Other:	1	
Other:	1	
Facility Total		$ 0.00
Administrative Cost	**QTY**	**Year 1**
General Manager (including Fringes)	1	
Clerical Staff (including Fringes)	1	
Liability insurance;	1	
Workers Compensation	1	
Other:	1	
Other:	1	
Other:	1	
Administrative Cost Total		$ 0.00

Operating Cost	QTY	Year 1
Crew Wages (Including Fringes)	1	
Other Wages (Including Fringes)	1	
Uniforms	1	
Training	1	
Licenses	1	
Other:	1	
Other:	1	
Operating Cost Total		$ 0.00
Maintenance Cost	**QTY**	**Year 1**
Mechanic Wages (Including Fringes)	1	
Training	1	
Licenses	1	
Parts/Supplies	1	
Uniforms	1	
Shop Supplies	1	
Other:	1	
Other:	1	
Maintenance Cost Total		$ 0.00
TOTAL PRICE OFFER --->		$ 0.00

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

Table of Contents

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.

(f) PSTA shall issue a notice of award, if any, to successful offeror(s), however, no contract shall be formed between offeror and the PSTA until the PSTA signs the Contract. PSTA shall not be liable for any costs incurred by a offeror in preparing or producing its response or for any work performed before the Contract is effective.

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. Without limiting any other indemnification provision(s) herein, offeror will without limitation protect, defend, indemnify, and hold harmless PSTA for all claims, cases, actions, controversies, costs, fines, damages, fees, including but not limited to attorneys' fees, arising from or relating to offeror's designation of materials as trade secret or otherwise confidential.

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.

(a) 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. This provision is not applicable to bid protests.

(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 protestor, 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 protester must submit a hard copy of the executed formal written protest to PSTA's CEO/ED within twenty-four (24) hours of submitting the electronic copy. 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/ED. A formal written protest may be supplemented if new evidence or information becomes available to the protestor, but in no case will a supplement file more than ten (10) days after the filing of the formal written protest will be considered. All 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.

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(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 protester 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 protester, 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);
(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-02); 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-02)

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).

20. Notice Regarding section 287.05701, Florida Statutes

Section 287.05701, Florida Statutes, as may be amended, states in pertinent part as follows:
Prohibition against considering social, political, or ideological interests in government contracting.—

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

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

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

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

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

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

EXHIBIT D
SPECIAL CONTRACT PROVISIONS

Table of Contents

1. <u>Type of Contract</u>

(a) This is a firm fixed price contract for the supplies and/or services specified in Exhibit H.

2. <u>Term of Contract</u>

The term of contract shall be five (5) years from the date of the award of contract, with one (1) five (5) year option to follow.

3. <u>Exercise of Option</u>

(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 ten (10) years from contract award.

4. <u>Ordering</u>

(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. **Liquidated Damages**

(a) There may be occasions where the Contractor does not perform as required by PSTA. If a Contractor violates one of the standards as listed on Exhibit H, liquidated damages may be assessed at PSTA's sole discretion. If so, the Contractor will receive written notification within thirty (30) days of assessment. The Contractor then has ten (10) days to provide written justification or other reasonable excuse for the removal of an assessment. As determined by PSTA and in PSTA's sole discretion, if no acceptable removal justification is received by PSTA within ten (10) days, the assessment will automatically be applied to the Contractor's billing invoice for the period. PSTA acknowledges that certain situations are out of Contractor's control and agrees to consider such factors in determining Liquidated Damages, including time of year, special events in the area, weather events, and other similar factors.

(b) **Periods Where Liquidated Damages May Be Waived -** PSTA may elect to waive the assessment of any liquidated damages during the following periods or under the following conditions:

1. The day before and after Christmas Day.

2. December 31 (New Year's Eve).
3. March 1 through April 30 (Peak Spring Season)
4. Periods of documented marine service disruption due to weather, tidal conditions, or other navigational hazards where service suspension or delay was approved or directed by PSTA (e.g., gale warnings, storm surge, low visibility, rough seas, or USCG-mandated conditions).

(c) **Good Faith -** PSTA and other operating Contractor representatives have a history of addressing in good faith all contractual obligations between the Parties. Where specific circumstances (peak traffic generated by holidays, special events, weather conditions, etc.) equally affect Contractor's on-time performance and PSTA's on-time performance in the same area as Contractor's service, PSTA will consider the assessment of penalties to Contractor in these circumstances on a case-by-case basis.

(d) **Excessive Damages -** Excessive liquidated damages over a period of time shall, at the sole discretion of PSTA Chief Executive Officer, be cause for suspension and/or termination of the contract. Likewise, the PSTA Chief Executive Officer shall have the authority to waive any and all liquidated damages.

8. <u>Warranty of Service</u>

(e) "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.

(f) "Correction," as used in this clause, means the elimination of a defect.

(g) 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.

(h) For a period of 180 days after the date of Acceptance by PSTA, known hereafter as the "Warranty Period," Contractor is required to correct or re-perform at no cost to the Authority, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Authority thereby, or make an equitable adjustment in the contract price.

9. <u>Minimum Insurance Requirements</u>

CONTRACTOR and their subcontractors, to the extent reasonably applicable to their respective scope of work, provided that, CONTRACTOR shall be responsible for any uninsured claims subject to the limitation of liability hereunder and to the extent directly attributable to PSTA's failure to require such coverage, shall procure and maintain from the date of start of the AGREEMENT for the duration of the term of the Agreement, insurance coverage compliant with the requirements set forth in this Section, together with any additional insurance required by applicable federal, state, or local laws and regulations, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, employees, or subcontractors.

If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below for all policies, PSTA requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to PSTA to the extent necessary to cover any actual damages suffered by PSTA.

ASSUMING OPERATION CONTRACT CONDITION from Phase 1: Up to Two ferry vessels, which will be owned by PSTA. PSTA will lease vessels to Contractor, Contractor is responsible for all insurance for the vessels.

I. **Ferry Vessels' Protection & Indemnity, Pollution, and Hull & Machinery**

A. Limits of Liability (Minimum)
   a. Hull Physical Damage – Value To Be Determined upon procurement of vessels
   b. Pollution Limits - $5,000,000
   c. P&I Liability Limits – $5,000,000
   • Including Passengers & Crew (Maritime EL/Jones Act)

B. Coverages Required – Include in Certificate of Insurance and/or Description of Operations:
   a. Include War Risk
   b. Loss of Hire
   c. Non-Owned Vessel Liability for Operator
   d. Any property of operator shall be the responsibility of the operator
   e. PSTA is included as Additional Insured
   f. Waiver of Subrogation in favor of PSTA

II. Marine/Commercial General Liability

A. Limits of Liability (Minimum)

a.	Bodily Injury & Property Damage Liability	
b.	Each Occurrence	$ 5,000,000
c.	Policy Aggregate – Per Project/Job	$10,000,000
d.	Personal & Advertising Injury	$ 5,000,000
e.	Products & Completed Operations	$ 5,000,000

B. Coverages Required – Include in Certificate of Insurance and/or Description of Operations:
   a. Waiver of Subrogation in favor of PSTA
   b. Insurance shall apply on a primary and non-contributory basis
   c. Pinellas Suncoast Transit Authority (PSTA) is included as “Additional Insured”

III. Auto Liability (if applicable)

A. Limits of Liability (Minimum)
   • CSL Each Occurrence $3,000,000
   Bodily Injury & Property Damage Liability, including H/NO

IV. Workers’ Compensation / Maritime Employers’ Liability / Jones Act / Crew Coverage

Workers Compensation must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

Contractor(s) must be in compliance with all applicable state and federal workers’ compensation laws, such as US Longshore and Harbor Workers Compensation Act and Jones Act/Protection.

In no event shall Contractor be permitted to utilize in the execution of this agreement, the following:
   i) any employee, subcontractor or subcontractor employee that is exempted or purported to be exempt from Workers’ Compensation insurance coverage; or
   ii) any employee, subcontractor or subcontractor employees who will be covered by an employee leasing arrangement.

V. Cyber Liability

A. Limits of Liability
   Each Occurrence $1,000,000

   Including Liability for Data Breach, Media Content,
   Privacy Liability and Network Security for third parties.
   Retro Date – Prior to commencement of job. Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

Vendor must notify PSTA, in writing, of any potential Information Security Incidents within 24 hours of becoming aware of the Incident.

VI. Umbrella/Excess Liability (Excess Follow Form) can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and PSTA as Additional Insured status. Umbrella should include Employer’s Liability.

Other Conditions Required:

Subcontractors’ Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

Cancellation Requirements: Required insurance shall be maintained throughout the contract. The above policies shall provide PSTA with 10 days’ written notice of cancellation or material change from the insurer. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.

Notice Requirements: If an insurable incident occurs while Contractor is engaged in a PSTA project, notification to PSTA is required.

Insurance Carrier Financial Stability Requirements:
Insurance must be provided by companies authorized to do business in the State of Florida. PSTA reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.

The Company must be rated no less than “A-” as to management, and no less than “Class VII” as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by PSTA Risk Management. If a company is downgraded during the agreement term, Contractor shall notify PSTA.

Certificates of Insurance/Verification of Coverage: Proof of the required insurance must reflect all required insurance above will be furnished by Contractor via Certificate of Insurance within 5 days of notification of award. All certificates (and any required documents) must be received and approved by PSTA Purchasing/Risk Management before any work commences to permit Contractor time to remedy any deficiencies.

Valid Certificates verifying coverage is in force as required above must be on file with PSTA at all times during contract. If insurance policies renew during the term of the Contract, updated Certificates verifying coverage is in force shall be submitted to the PSTA within 10 days of expiration. Contractor and/or any Subcontractor shall not perform or continue to work pursuant to this agreement, unless all coverages remain in full force and effect; work delay is subject to provisions in this agreement. If Contractor fails to provide proof of insurance within 7 days of PSTA’s receipt of notice at any time during this agreement, PSTA shall have the right to consider the agreement breached, and therefore terminated.

A copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

Notices/ Certificate Holder, Additional Insured, and Loss Payee (Builders Risk):

Pinellas Suncoast Transit Authority (PSTA)
3201 Scherer Drive
St. Petersburg, FL 33716
Email: purchasing@psta.net

PSTA reserves the right to review/revise, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein at any time, such as for contract compliance, operational clarifications or changes, and at the time of the insurance submission.

10. <u>Key Personnel</u>

The Contractor shall not remove or reassign any key personnel without submitting a written request to and obtaining written consent from the Contracting Officer prior to taking such action. However, the Contractor shall, if requested to do so by the

Contracting Officer, remove or reassign any key personnel not acceptable to the Authority. For performance of this contract, the key personnel are those persons whose names are specified in the offeror's proposal.

11. Contract Identification Number

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

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

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

TABLE OF CONTENTS

The Contractor clauses and provisions of 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 which may be in conflict therewith.

1. Disadvantaged Business Enterprise (DBE)

(a) It is the policy of the Authority and the U.S. Department of Transportation ("DOT" or "U.S. DOT") that Disadvantaged Business Enterprises (DBEs) as defined in 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the DBE requirements of 49 C.F.R Part 26 apply to this Contract and all subcontracts awarded under this Contract.

(b) The Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26, and the Authority's DOT approved Disadvantaged Business Enterprise (DBE) program in the award of subcontracts and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of this Contract or such other remedy, as the Authority deems appropriate, including but not limited to:

(i) Withholding monthly progress payments,

(ii) Assessing sanctions,
(iii) Liquidating damages, and/or
(iv) Disqualifying Contractor or subcontractor from future bidding as non-responsible.

(c) Contractor shall pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Authority makes to the Contractor.

(d) If this Contract contains a defined DBE goal, the Contractor shall use the specific DBEs listed in its bid/proposal/offer to perform the work and supply the materials for which each is listed unless the Contractor obtains the Authority's written consent. Accordingly, the Contractor may not terminate a DBE subcontractor listed in its bid/proposal/offer without the Authority's prior written consent. Contractor actions covered by this subsection include, but are not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with: (i) its own forces or those of an affiliate; (ii) a non-DBE firm; or (iii) another DBE firm. Unless the Authority's consent is provided under this clause, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. If the Authority provides its written consent, the Contractor shall comply with 49 C.F.R. 26.53(f) in executing the termination; the Contractor shall also comply with 49 C.F.R. 26.53(g) and use the delineated good-faith efforts to find another DBE subcontractor to substitute for the original DBE subcontractor and maintain and provide relevant documentation regarding such efforts.

(e) Contractor shall make available upon request a copy of all DBE subcontracts.

(f) Contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower-tier subcontractors be performed in accordance with this clause.

(g) If subcontracts will be let, Contractor shall take the affirmative steps listed in 2 C.F.R. 200.321, which addresses contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

2. <u>Contract Work Hours and Safety Standards Act – Overtime Compensation</u>

(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 laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 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) above, the Contractor and any subcontractor responsible therefor 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 the 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) above, in the sum of $29 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) above.

(c) Withholding for Unpaid and Liquidated Damages. The Authority shall upon its 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 Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the 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) Payroll and Basic Records.

(1) The Contractor or Subcontractor shall maintain 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 C.F.R. 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 Authority, the Federal Transit Administration (FTA), 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 provisions set forth in paragraphs (a) through (d) above, and also a provision 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 provisions set forth in paragraphs (a) through (d) above.

3. Civil Rights and Equal Opportunity

During the performance of this Contract, the Contractor for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees to comply with the following requirements:

(a) Nondiscrimination. In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

(c) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, 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.

(d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § A-27 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(e) Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directive issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Authority, or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(f) Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the provisions of this Contract, the Authority shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the Contractor under the Contract until the Contractor complies; and/or

(2) cancellation, termination or suspension of the Contract, in whole or in part.

(g) Incorporation of Provisions. The Contractor shall include the provisions of paragraph (a) through (f) of this clause in every subcontract or procurement, including subcontracts or procurements for materials and leases of equipment, unless exempt by the applicable law or regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Authority or FTA may direct as a means of enforcing such revisions including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the Authority, and, in addition, the United States to enter into such litigation to protect the interests of the Authority and the United States.

4. <u>Clean Air and Water Act</u>

(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)]; or

(iii) 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, sued 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 Clean Air Standards and Clean Water Standards.

(2) that no portion of the work required by the 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) that it will report all violations to FTA and the Regional Office of the Environmental Protection Agency;

(4) to use best efforts to comply with clean air standards and clean water standards at the facility in which the Contract is being performed; and

(5) to insert the substance of this clause into any nonexempt Subcontract, including this paragraph (b)(4).

5. Energy Policy and Conservation Act

The Contractor agrees to comply with 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. § 6321 et seq.).

6. 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.

7. Cargo Preference – Use of United States Flag Vessels

This clause only applies to contracts in which materials, equipment, or commodities may be transported by ocean vessel in carrying out the terms of the contract. As required by 46 C.F.R. Part 381, the Contractor agrees:

(a) to utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates of United States flag commercial vessels; and

(b) to furnish within twenty (20) days following the date of loading for shipments originating with the United States, or within thirty (30) working days following the date of loading for shipments originating outside of the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to the Authority, (through the prime Contractor in the case of a Subcontractor's bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590, marked with appropriate identification of the project; and

(c) to insert the substance of the provisions of this clause in all Subcontracts issued pursuant to this Contract.

8. Fly America

The Contractor agrees that if Federal funds are used to fund international air transportation of any persons (and their personal effects) involved in or property acquired for the Contract, the transportation must be provided by U.S. flag air carriers to the extent service by these carriers is available, as required by the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. 40118, in accordance with U.S. GAO regulations, "Uniform Standards and Procedures for Transportation Transactions," 4 C.F.R. Part 52, and U.S. GAO Guidelines for Implementation of the "Fly America Act" B-138942, 1981 U.S. Comp. Gen. LEXIS 2166. March 31, 1981.

9. Audit and Inspection of Records

(a) This clause is applicable if this Contract was entered into by means of negotiation and shall become operative with respect to any modification to this Contract whether this Contract was initially entered into by means of negotiation or by means of formal advertising.

(b) The Contractor shall maintain complete and readily accessible records and shall permit the Authority, the U.S. Department of Transportation, and the Comptroller General of the United States or any of their duly authorized representatives access to and the right to examine any directly pertinent books, documents, papers, and records of such Contractor, involving transactions related to the Contract, for the purpose of making audit, examination, excerpts and transcriptions. Such access requires the Contractor to provide timely and reasonable access for the purpose of interview and discussion related to such documents.

(c) The Contractor agrees to comply with the record-retention requirements in 2 C.F.R. 200.334 (previously 2 C.F.R. 200.333). Under such requirements, the Contractor shall maintain all books, documents, papers, and records required under the Contract for a period of at least three years after the date of termination or expiration of the Contract, or the disposition of all litigation, appeals, claims, or exceptions related to this Contract (whichever is later). The rights of access in this clause are not limited to the required retention period(s) but last as long as the records are retained.

(d) The Contractor further agrees to include in all subcontracts a clause that requires the subcontractor:

(1) To maintain complete and readily accessible records and to permit the Authority, the U.S. Department of Transportation, and the Comptroller General of the United States or any of their duly authorized representatives access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the Contract, for the purpose of making audit, examination, excerpts, and transcriptions. The clause shall also require the subcontractor to provide timely and reasonable access for the purpose of interview and discussion related to such documents.

(2) To comply with the record-retention requirements in 2 C.F.R. 200.334 (previously 2 C.F.R. 200.333), the subcontractor shall maintain all books, documents, papers, and records required under the Contract for a period of at least three years after the date of termination or expiration of the Contract, or the disposition of all litigation, appeals, claims, or exceptions related to this Contract (whichever is later). The clause shall note that the rights of access in the clause are not limited to the required retention period(s) but last as long as the records are retained.

10. Restrictions on Lobbying

(a) The Contractor shall timely comply with the requirements of the lobbying restrictions set forth in Section 319 of Public Law 101-121, as implemented by the Department of Transportation in 49 C.F.R. Part 20, and as those authorities may be hereafter amended.

(b) If a Standard Form LLL, "Disclosure Form to Report Lobbying," is required to be completed by the Contractor or Subcontractor at any tier, such disclosure form shall be furnished to the Authority.

11. Access Requirements to 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; the Architectural Barriers Act of 1968, as amended 42 U.S.C. § 4151, et seq.; Federal Transit law, specifically 49 U.S.C. § 5332; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and the following regulations and any amendments thereto:

(a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. Part 39;

(d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(e) DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(f) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(g) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;

(h) FTA regulations, "Transportation for Elderly and Handicapped Persons", 49 C.F.R. Part 609;

(i) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 49 C.F.R. Part 38;

(j) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194;

(k) FTA Circular 4710.1, “Americans with Disabilities Act: Guidance;” and

(l) Other Federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

12. <u>Operations Service Contracts</u>

If this is an operational service contract, the Contractor agrees to the following and agrees to include the substance of this clause in each subcontract that may involve operating public transit services:

(a) <u>Charter Service Operations.</u> The Contractor agrees to comply with 49 U.S.C. § 5323(d), 5323(r), and 49 C.F.R. Part 604. The Contractor is prohibited from providing charter service using federally funded equipment or facilities if there is at least one (1) private charter operator willing and able to provide the service, except under one of the specified exceptions. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation; and

(b) <u>School Bus Operations.</u> Pursuant to 69 U.S.C. § 5323(f) and 49 C.F.R. Part 605, the Contractor may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, the Contractor may not use federally funded equipment, vehicles, or facilities.

13. <u>Program Fraud and False or Fraudulent Statements and Related Acts</u>

(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 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 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 extend 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. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each Subcontract associated with this Contract. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

14. <u>Privacy Act</u>

(a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restriction and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the Contract.

(b) The Contractor agrees to include the above clause in each Subcontract associated with this Contract. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

15. <u>No Obligation By the Federal Government</u>

(a) Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the 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 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 associated with this Contract. The clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

16. Notice of Federal Requirements

(a) The Contractor is advised that Federal requirements applicable to this contract as set forth in federal law, regulations, policies, and related administrative practices may change during the performance of this contract. Any such changes shall also apply to this contract.

(b) The Contractor is advised that Federal requirements applicable to this Contract as set forth in federal law, regulations, policies, and related administrative practices may change during the performance of this Contract. Any such changes shall also apply to this Contract and subcontracts at all tiers.

17. Incorporation of FTA Terms – FTA Circular 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by the DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, 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 Authority requests, which would cause the Authority to be in violation of the FTA terms and conditions.

18. Seismic Safety Regulations

To the extent applicable to Contractor's work, the Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a Subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

19. Drug-Free Workplace Program

(a) As used in this clause:

(1) "Alcohol" means ethyl alcohol and any beverage containing ethyl alcohol.

(2) "Controlled substance(s)" means a substance, including a drug and an immediate precursor listed in Schedules I through V of Subchapter A of the Texas Controlled Substances Act, Tex. Rev. Civ. Stat. Ann. Articles 481.032 - 481.036. These substances include, but are not limited to, marijuana, heroin, LSD, concentrated cannabis or cannabinoids, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (PCP, Angel Dust), opium, opiates, methadone, cocaine, Quaaludes, amphetamines, "exotic/designer" drugs, benzodiazepines, Seconal, codeine, barbiturates, Phenobarbital, or Valium.

(3) "Safety sensitive task" means each category of work performed at a construction workplace which, if performed by a person impaired by the effects of alcohol or a controlled substance:

(i) would pose a serious risk of death or personal injury to the employee or others in the vicinity; or

(ii) could compromise the quality of the construction in such manner as would impose a significant public safety risk in the operation of the Authority's public transportation system.

(4) "Drug-free workplace" means a site for the performance of work done in connection with the Authority's construction contract at which employees are prohibited from using alcohol or from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

(5) "Employee" means an employee of a Contractor or Subcontractor who may be directly engaged in the performance of work under the Authority's construction contract.

(6) "Reasonable suspicion" means the presence or absence of specific criteria identified in the Contractor's drug-free workplace program (indicating the possibility that a person is under the influence of alcohol or a controlled substance) as observed by the Contractor's supervisory personnel with reasonable training in the identification of such criteria.

(b) The program shall provide for mandatory drug testing of employees who are to perform safety sensitive tasks under the following circumstances:

(1) All employees will be tested prior to assignment to the Authority's construction project to ascertain the use of controlled substances if the employee will be performing safety sensitive tasks; and

(2) When there is a reasonable suspicion that an employee is under the influence of alcohol or a controlled substance at the workplace; and

(3) When an employee has been involved in an accident or unsafe practice (as defined in the Contractor's safety program) at the workplace.

(c) The program may, at the Contractor's discretion, include mandatory employee drug testing under the following circumstances:

(1) As part of or as a follow-up to counseling or rehabilitation for controlled substance use; or

(2) As part of a voluntary employee drug testing program.

(d) A random testing procedure to detect the use of alcohol or a controlled substance by employees performing safety sensitive tasks is required as part of the Contractor's program for the purpose of preventing or deterring hazardous performance. The procedure shall require that, at a minimum, five percent (5%) of the Contractor's employees will be randomly tested within the Contract period or within each year of the Contract period, whichever period is shorter.

(e) All testing by or on behalf of the Contractor because of a requirement in the Authority's Contract shall be conducted only for employees engaged (or to be engaged) in safety sensitive tasks and only for use of alcohol or a controlled substance and shall be conducted in a manner and under written policies that minimize the intrusion on the employee's privacy and personal dignity. This provision shall not preclude the Contractor from adding its own additional testing requirements.

(f) The Contractor shall publish a statement notifying employees that the use of alcohol at the workplace or the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by employees at any time is prohibited and specifying the actions that will be taken against employees for violations of such prohibition.

(g) The program must require each employee who will perform a safety sensitive task, prior to working under the Authority's Contract to:

(1) Acknowledge in writing the Contractor's drug-free workplace program; and

(2) Give advance written consent to any drug testing that may be conducted under the Contractor's program and the use of test results for decisions related to employment, disciplinary action, or continued employment. The Contractor will agree, in connection with the employee's consent that the results of testing for alcohol and controlled substances will not be voluntarily referred to any law enforcement agency. If the Contractor is subject to a collective bargaining agreement:

(i) the procedure for obtaining the individual employee's acknowledgment and consent must be consistent with the Contractor's obligations under the collective bargaining agreement; and

(ii) employees shall have the right to be accompanied by a union representative when any specimen is obtained for testing.

(h) The Contractor will establish a drug-free awareness program to inform its employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Contractor's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees who refuse to submit to required testing and for other violations of the drug-free workplace program including, but not limited to, being unable to remain employed at the workplace until approval to return is obtained from the Authority.

(i) The Contractor's drug-free workplace program shall, at a minimum, include:

(1) Policies and procedures for specimen collection, chain of custody for specimens, laboratory qualification standards, laboratory analysis procedures, quality control requirements, and test result reporting procedures which substantially conform to the material requirements of the Mandatory Guidelines for Federal Workplace Drug Testing Programs promulgated by the U.S. Department of Health and Human Services in effect on the date of award of the Authority's construction contract.

(2) Procedures for the Contractor's employees to report their use of prescription drugs used in the course of medical treatment or which have been prescribed and authorized for use by a licensed medical practitioner.

(3) The criteria the Contractor will use for "reasonable suspicion" testing.

(4) The levels of alcohol or controlled substances which will be used in conjunction with a determination that an employee is "under the influence" or is "impaired by the effects of" alcohol or controlled substance(s).

(j) The Contractor shall display a notice, prominently placed near each entrance to the workplace, stating that, by entering the premises, persons are consenting to an inspection of themselves and their property including, but not limited to, their clothing, vehicles, briefcases, lunch boxes, tool boxes, purses, and packages.

(k) The Contractor agrees to use its best efforts to establish and maintain a work environment free of use by employees of alcohol or controlled substances through implementation of paragraph (b) through (j) of this clause. The Contractor shall prepare and maintain records in sufficient detail to demonstrate compliance with the requirements of this clause including, but not limited to, certifications from Subcontractors and records of drug or alcohol tests conducted during performance of the Contract. Such records shall be subject to inspection and audit by the Authority, and the Contractor's noncompliance may authorize the Authority to withhold all or any portion of any payments due the Contractor until the Contractor demonstrates compliance.

(l) As applicable, the Contractor also agrees to establish and implement a drug and alcohol testing program that complies with 49 U.S.C. § 5331, 49 C.F.R. Part 655, and 49 C.F.R. Part 40, produce any documentation necessary to establish its compliance with such requirements, and permit any authorized representative of the U.S. DOT or its operating administrations, any state oversight agency, and/or the Authority, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 before issuance of the Notice to Proceed and annually thereafter and to submit, by March 1 of each year of the term of the Contract, a Management Information System (MIS) report covering the previous calendar year to Hillsborough Transit Authority (HART), Attn: Kelli White, 1201 E. 7th Avenue, Tampa, FL 33605. To certify compliance the Contractor shall use the "Alcohol and Controlled Substances Testing" certification in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

(m) A Drug-Free Workplace Program clause identical to this clause (except for changes appropriate for designation of the parties), including this subparagraph (l) will be included in every Subcontract entered into in connection with this Contract.

20. <u>Recycled Products; 42 U.S.C. § 6962, 40 C.F.R. Part 247, Executive Order 12873, 2 C.F.R. 200.322</u>

(a) <u>Applicability to Contracts</u>

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or Contractor procures $10,000 or more of one of these items during the fiscal year, or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases $10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was $10,000.

(b) <u>Flow Down</u>

These requirements flow down to all contractor and Subcontractor tiers.

(c) <u>Recovered Materials</u>

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 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

21. <u>Transit Employee Protective Agreements; 49 U.S.C. § 5310, § 5311, and § 5333, 29 C.F.R. Part 215</u>

(a) <u>Applicability to Contracts</u>

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a

Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

(b) Flow Down

These provisions are applicable to all contracts and Subcontracts at every tier.

(c) Transit Employee Protective Provisions

(1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(i) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying Contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(ii) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying Contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying Contract in compliance with the conditions stated in that U.S. DOL letter.

(iii) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each Subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

(d) The Authority encourages the Contractor, to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that bar text messaging while driving company-owned or –rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official Authority business or when performing any work for or on behalf of the Authority. See Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving”, Oct. 1, 2009 (available at http://edocket.access.gpo.gov/2009/E9-24203.htm) and DOT Order 3902.10 “Text Messaging While Driving”, Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, February 2, 2010, available at https://www.transportation.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf). This includes, but is not limited to:

(1) Considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;

(2) Conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and

(3) Encouraging voluntary compliance with the agency’s text messaging policy while off duty.

(e) The Contractor is encouraged to insert the substance of this clause in all tier Subcontract awards.

22. Distracted Driving, Including Text Messaging While Driving

(a) The Contractor agrees to comply with:

(1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and:

(i) Adopt and enforce policies that ban text messaging while driving in Contractor-owned or rented vehicles or, if applicable, Authority-owned vehicles; or while driving privately-owned vehicles when performing any Work for or on behalf of the Authority.

(ii) Conduct initiatives in a manner commensurate with the size of the business, such as,

(A) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(B) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(i) *Safety*. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Contract, or when performing any work for or on behalf of the Contract;

(ii) *Contractor Size*. The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) *Extension of Provision*. The Contractor agrees to include these Special Provisions of this Contract in its sub-contract agreements, and encourage its sub-contractors to comply with this Special Provision.

(b) For purposes of this paragraph, the phrase "text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise; it does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

23. Veterans Employment

Hillsborough Transit Authority (HART) is a recipient of Federal financial assistance on this Contract. The Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in Section 2108 of Title 5 C.F.R.) who have the requisite skills and abilities to perform the construction work required under the Contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

24. Seat Belt

Seat Belt Use. The Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(a) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and

(b) Including a "Seat Belt Use" provision in each of its sub-contractor agreements related to the Contract.

25. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

(a) Pursuant to Public Law 115-232, Section 889, and 2 C.F.R. Part 200, including §200.216 and §200.471, the Authority is prohibited from using federal funds to:

(1) Procure or obtain,

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use "Covered Telecommunications Equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system.

(b) As described in Public Law 115-232, section 889, "Covered Telecommunications Equipment or Services" is:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(3) Telecommunications or video surveillance services provided by such entities or using such equipment.

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(c) Contractor shall not use or provide to the Authority Covered Telecommunications Equipment or Services in the performance of this Contract.

(d) Contractor shall insert the substance of this Paragraph in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(e) Contractor shall notify the Authority immediately if Contractor cannot comply with the prohibition during the performance of this Contract.

26. Bus Testing

(a) The following applies to purchases or leases of any new bus model or any bus model with a major change in configuration or components to be acquired or leased with FTA funds.

(b) Contractor agrees to comply with the Bus Testing requirements under 49 U.S.C. § 5318(e) and FTA's implementing regulation at 49 C.F.R. Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the Authority.

27. Trafficking in persons

The Contractor agrees that it and its employees shall not, at any time during the performance of this Contract, do any of the following:

(a) Engage in severe forms of trafficking in persons, as defined Section 103 of the Trafficking Victims Protection Act of 2000 ("TVPA"), as amended, 22 U.S.C. § 7102;

(b) Procure a commercial sex act, as defined Section 103 of the TVPA, as amended, 22 U.S.C. § 7102; or

(c) Use forced labor, defined as labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery, in the performance of the Contract or permit the use of forced labor in the performance of any subcontract hereunder.

28. Government-Wide Suspension and Debarment

(a) Contractor shall comply with the following requirements of 2 C.F.R. Part 180, Subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. Part 1200.

(b) Contractor shall not enter into any "covered transaction" (as defined in the above-referenced regulations) that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by

(i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200;

(ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement," 2 C.F.R. Part 180; and

(iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third Party Participants.

(c) Contractor shall review the U.S.GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 C.F.R. Part 1200.

(d) Contractor will ensure that all subcontracts include a provision necessary to flow down these suspension and debarment provisions to all lower-tier covered transactions.

29. Patent Rights And Rights In Data

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. 401.2 (a) and Contractor is a small business firm or nonprofit organization performing experimental, developmental, or research work under that "funding agreement," the Contractor agrees that the use of any data produced or delivered under the terms of the Contract including, but not limited to, engineering drawings and associated lists, specifications, process sheets and technical reports, shall be governed by the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA. In addition, the Contractor agrees that it will not publish such data without the written consent of the Authority and, if appropriate, the Federal Government.

30. National Intelligent Transportation Systems Standards

The Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless the Authority has obtained an exemption from the requirements and provided Contractor information regarding the exemption. The Contractor further agrees to follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable Federal guidance.

31. Notification Of Legal Matters

Contractor shall notify the Authority of any and all matters that Contractor knows or reasonably should know may affect the Federal Government's interests. This notification requirement includes, but is not limited to, current or prospective legal matters such as an actual or potential major dispute, breach, default, litigation, naming of the Authority or the Federal Government as a party to litigation, or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include but are not limited to, the Federal Government's interests in the Contract, the underlying Authority/FTA Agreement, and any amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. Contractor agrees to include this clause in every subcontract awarded at every tier. Contractor shall further notify the Authority of any potential fraud, waste, or abuse occurring on the contract or Project.

32. Federal Tax Liability And Recent Felony Conviction

Contractor agrees that, prior to entering into any subcontract, Contractor will require the subcontractor to provide a certification on Federal Tax Liability and Recent Felony Convictions, which should be identical to the certification that Contractor provided the Authority. If the prospective subcontractor cannot certify as to the statements, Contractor shall not enter into the subcontract absent Authority and FTA approval. Contractor agrees to include this clause in every subcontract awarded at every tier.

33. Limitation On Certain Rolling Stock Procurements

(a) Pursuant to Section 7613 of the National Defense Authorization Act for Fiscal Year 2020 (NDAA 2020), Public Law 116-92 (Dec. 20, 2019) and 49 U.S.C. § 5323(u), the Authority is prohibited from using financial assistance under Chapter 53 of title 49 U.S. Code to award a contract or subcontract to an entity for the procurement of rolling stock for use in public transportation if the manufacturer of the rolling stock:

(1) is incorporated in or has manufacturing facilities in the United States; and

(2) is owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in a country that -

(i) is identified as a nonmarket economy country (as defined in section 771(18) of the Tariff Act of 1930 (19 U.S.C. 1677(18))) as of the date of enactment of this subsection;

(ii) was identified by the United States Trade Representative in the most recent report required by section 182 of the Trade Act of 1974 (19 U.S.C. 2242) as a foreign country included on the priority watch list defined in subsection (g)(3) of that section; and

(iii) is subject to monitoring by the Trade Representative under section 306 of the Trade Act of 1974 (19 U.S.C. 2416)

(a “Restricted Manufacturer”).

(b) For purposes of this provision, the term “otherwise related legally or financially” does not include a minority relationship or investment.

(c) Contractor shall not provide the Authority with rolling stock under this Contract if the rolling stock is from a Restricted Manufacturer or otherwise in violation of this prohibition.

(d) Contractor shall insert this provision in all applicable subcontracts and other contractual instruments.

(e) Contractor shall notify the Authority immediately if Contractor or any of its subcontractors cannot comply with this provision during the performance of this Contract.

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

(SERVICES CONTRACT)

Table of Contents

1. Definitions

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

(a) The term “Contract” means the contract to be awarded as a result of this solicitation, which shall consist of the Contract Documents as defined in Exhibit K.

(b) The term "Contracting Officer" means the person identified on the Exhibit CS-01 (Solicitation, Offer and Award Form) to this solicitation as executing the Contract on behalf of the Authority or his/her duly appointed successor; and the term includes, except as otherwise provided in the Contract, the authorized representative of the Contracting Officer acting within the limits of his/her authority.

(c) The term “Contract Documents” shall mean and refer to all documents defined in Exhibit K which shall include this solicitation and all schedules and exhibits attached hereto, including all duly executed and issued addenda, Contractor’s Best and Final Offer (BAFO), if any, and Contractor’s proposal in response to the solicitation.

(d) The term “Contractor” shall have the same meaning as defined in the agreement (Exhibit K) to this solicitation.

2. Changes

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

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

3. Excusable Delays

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

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

(c) For the avoidance of doubt, Force Majeure shall not include (1) financial distress or the inability of Contractor to make a profit or avoid a financial loss; (2) changes in market prices, tariffs,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 Statues, 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 reprocuring 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 (DBE) PROVISIONS
(FEDERALLY ASSISTED CONTRACT WITHOUT A PROJECT-SPECIFIC DBE GOAL)

PSTA's FY25, FY26, FY27, DBE Goal is 5.00%. For assistance or with questions concerning the provisions in this Exhibit ONLY, contact Margarita Soto, DBE Coordinator, DBELO, at msoto@psta.net.

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1. DBE Goal

A DBE goal has not been assigned to this solicitation; however, PSTA encourages offerors to provide opportunities to DBEs.

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

2. Banks and Financial Institutions

The Contractor, as defined in Exhibit K to this solicitation, is encouraged to utilize the services of disadvantaged, minority and woman-owned banks and financial institutions.

3. Directory of DBEs

The DBE firm will be verified as a certified DBE through the Florida UCP electronic directory. The directory is located at UCP DBE Directory. The local certifying UCP agency is the Hillsborough County Aviation Authority (HCAA) located at Tampa International Airport. Appropriate forms to apply for DBE certification are available at Business Diversity Management System.

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4. Submission of Subcontractor Utilization Forms and Related Documentation

All offerors must submit the Subcontractor Utilization form (Attachment 1 to Exhibit G) when the initial response to the Authority's solicitation is due. The offeror shall indicate the names of any subcontractor(s), subconsultant(s) or supplier(s) to be used in this contract (DBE-certified or non DBE-certified firms) or indicate that no portion is intended to be subcontracted.

The Contractor shall provide a copy of each subcontract agreement to the Contracting Officer for this solicitation, identified in Exhibit CS-01, within three (3) business days of execution and to the DBE Liaison Officer. The Contractor must notify the PSTA Contracting Officer for this solicitation of any change in subcontractor utilization. PSTA encourages Contractors to bring subcontracts to kick-off meetings.

The Contractor will report payments to subcontractors, subconsultants or suppliers by using PSTA's Vendor Compliance System, B2Gnow.

5. Vendor Compliance System

The Authority's Vendor Compliance System is B2Gnow, which is a web-based platform that can be accessed at: 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 requested information, and to check the Vendor Compliance System on a regular basis to manage contract information and contract records. The Contractor is responsible for ensuring all subcontractors have completed all requested items and that their contract information is up to date. The Contractor and any subcontractors, subconsultants or suppliers are required to self-report and verify prompt payment through the Authority's Vendor Compliance System.

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

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

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

Project Name: ____________________ PSTA Solicitation #____________________

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

□ The offeror does not intend to subcontract on this contract.

Name of Contractor's firm: ____________________

Print name/title of person completing this form: ____________________

Signature____________________ Date ______/______/______

Email ____________________ Phone ____________________

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

EXHIBIT H
STATEMENT OF WORK

Table of Contents

Scope of Work
Vessel Acquisition & Operation of Tampa Bay Ferry Service

1. Overview & Summary

1. INTRODUCTION

This Scope of Work (SOW) establishes the framework for a partnership between the Pinellas Suncoast Transit Authority (PSTA) and a private provider to acquire and operate ferry vessels for the Tampa Bay (formerly Cross Bay) Ferry Service between Tampa and St. Petersburg, Florida. The complete project involves first utilizing a federal grant to purchase one or two new or used ferry boats and then following the acquisition of the vessels, the operation and management of ferry services for an initial term of five years, plus a possible second five-year term subject to the PSTA Board's approval for a total maximum term of 10 years. PSTA is looking for an experienced private sector partner to efficiently implement this waterborne transit service in the most effective way possible.

2. PROJECT OBJECTIVES

A. **PHASE ONE: Procurement of Ferry Vessels**: Assist PSTA in acquiring for PSTA's ownership, up to two new or used ferry boats using a Federal Ferry Grant ensuring that the purchase keeps PSTA in full compliance with all Federal laws. Execution of a lease agreement between PSTA who will own the vessels and the Contractor who will operate the vessels to provide the Tampa Bay ferry service under Phase II.

B. **PHASE TWO: Contracted Ferry Operations**: Daily operation and maintenance of the Tampa Bay Ferry Service.

3. SCOPE OF WORK SUMMARY

A. PHASE ONE: Ferry Vessel Acquisition

1 Utilize the **2021 Federal Ferry Vessel Grant** to purchase two new or used ferry boats provided that the cost of the vessels not exceed the available 2021 Federal Ferry Vessel Grant.

2 Identify an appropriate source for new or used ferry vessels for the service. Negotiate the acquisition costs to not exceed the available funds from the grant.

3 Conduct an acquisition in compliance with FTA and USDOT regulations and ensure safe delivery to the Tampa Bay region for the operation of the service.

4 Ensure vessels meet USCG, ADA, and PSTA service requirements.

5 Coordinate the successful lease between PSTA and the selected ferry operator with no liability for PSTA during the provision of the Tampa Bay service. There is a proposed lease agreement attached to RFP.

B. PHASE TWO: Ferry Operations & Management

The selected operator will be responsible for:

1 **Daily operations**: Operating ferry service according to the schedule established by PSTA, ticketing, concession sales, and passenger services

2 **Maintenance & safety compliance**: Adhering to all maritime safety and environmental regulations. Maintaining the PSTA vessels properly so the service quality can be maintained for the life of the vessels. The vessels will always be maintained to meet ADA accessibility requirements. Regular maintenance of the passenger terminals in Tampa and St. Petersburg is also required.

3 **Staffing & training**: Providing licensed captains and crew meeting USCG standards.

4 **Fare collection & reporting**: PSTA will establish the fares for the service and PSTA will receive or get full credit for all fares collected. The Contractor will receive no other payments other than: contracted subsidy

payments, a share of the concession, charter and advertising revenues in compliance with the Vessel Lease Agreement attached. The selected operator will be responsible for submitting financial and ridership data to PSTA following PSTA's required cadence for reporting.

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4. SERVICE AREA & SCHEDULE

A. Route: Downtown Tampa (Tampa Convention Center) to Downtown St. Petersburg (Vinoy Basin).

B. Operating Hours: Every day, 7 days a week service with peak demand periods utilizing both vessels for improved frequency.

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5. Public & Private Partner Responsibilities

A. PSTA:

1. Owns ferry vessels and leases them to the operator.
2. Determines ferry schedule, fare structure, and collects/receives credit for all fare revenue.
3. Oversee contract performance, service quality, and regulatory compliance. All liability for complying with maritime regulations, permitting for concession sales, and all requirements associated with the ferry operation are assumed by the Contractor and NOT PSTA.
4. In coordination with the operator and public municipal partners, use and maintenance of designated ferry terminals/docks in St. Petersburg and Tampa. The Contractor will be required to keep the terminals maintained, clean and safe at all times. In the event of damage caused by the ferry operation, the Contractor will be fully responsible for any repairs. In the event of damage to the terminals caused by a storm or other natural emergency, PSTA will work with the Contractor to seek funding for major repairs.
5. Purchases the fuel for the public passenger ferry service. PSTA will not pay for fuel for any charter service not open to the public and not approved by PSTA.
6. Notifies PSTA of suspension of the service due to weather or water conditions equivalent or equal to the USCG Warning level of Gale Warning or above.
7. Responsible for all marketing and promotion of the service with necessary assistance by the ferry operator.

B. Private Operator/Contractor:

1. Manage safe ferry service operation.
2. Assist PSTA in acquiring up to two new or used ferry vessels for the service using only the 2021 FTA Ferry Grant.
3. Ensures vessels and terminal upkeep.
4. Implements a reservation and fare collection system integrated with PSTA's payment methods and website.
5. Turn over 100% of all fare revenues collected and a portion of all other concession, charter, or other revenues to PSTA.

6. Order and oversee the fuel deliveries using PSTA's approved fuel contractor. Paying for any fuel used for Charter operations.
7. Notifies PSTA of unsafe weather or water conditions to suspend service and restarting service as soon as it is safe to do so even on the same day that service was suspended.
8. Maintains and provides vessel maintenance records this is to include preventive maintenance records on a monthly basis.
9. Submits daily and monthly operational and financial reports to PSTA as well as annual National Transit Database reporting.

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6. Performance Standards & Reporting

A. On-time performance: 90% of trips must depart within 10 minutes of the scheduled time.

B. Maintenance & safety: Compliance with USCG and FTA guidelines.

C. Customer satisfaction: Complaint rates must remain below 12 per 10,000 boardings.

D. Operational reports: Monthly reports on ridership, revenue, customer satisfaction, and maintenance to PSTA. Submit annual Federal National Transit Database report to PSTA.

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7. Financial Model & Funding

A. Federal Grant Funding: 2021 Federal Ferry Vessel Grant will cover the cost of acquiring ferry vessels.

B. Operating Costs: Funded through fare revenues collected by PSTA and potential public sector partner subsidies. Advertising/concessions/charter ferry revenues retained by the private ferry operator and shared with PSTA shall be used to operate and keep the public subsidies to a minimum.

C. Revenue Sharing:

1. PSTA retains 100% of fare revenue.
2. Operator retains up to 50% of net concession, advertising revenue and charter service revenue.

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8. Contract Duration & Renewal

A. 5-year contract term plus one additional 5-year optional term exercised by the approval of the PSTA Board of Directors for a maximum contract term of ten (10) years.

B. Annual contract review and performance evaluation.

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9. Conclusion

This framework ensures a **cost-effective, high-quality ferry service** that enhances regional connectivity and supports long-term transit goals for Tampa Bay. The partnership model reduces reliance on local funding, enhances service sustainability, and maximizes public benefit.

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2. PHASE ONE: Vessel Acquisition

1. INTRODUCTION

The **Pinellas Suncoast Transit Authority (PSTA)** seeks a Contractor to lead its efforts to identify and acquire as many viable ferry vessels as possible within the available grant funding. These can be new ferry vessels but more than likely they will have to be used vessels with the objective of acquiring at least two (2) vessels of the highest speed available. The vessels identified should be optimized to provide the best, most cost-effective service possible for the planned Tampa Bay service over the possible 10-year contract period. The acquisition of the ferry vessels will be entirely funded by the $4.8 million federal grant awarded to PSTA under the Federal Transit Administration (FTA) Passenger Ferry Grant Program.

The selected Contractor will lead all phases of the ferry acquisition process but consistently coordinate with PSTA on aspects including but not limited to procurement planning, technical specification development, regulatory compliance and sales contract oversight. The Contractor will have extensive maritime industry experience, strategic partnerships, and a robust vetting process to ensure PSTA acquires cost-effective, reliable vessels that align with this proposed Tampa to St. Petersburg service's operational, regulatory, grant and budgetary requirements.

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2. SCOPE OF WORK

The Contractor's responsibilities will include, but are not limited to:

A. Project Planning and Management

1. Assist in developing a comprehensive project timeline and procurement plan.
2. Coordinate with PSTA staff and project stakeholders to define vessel requirements, including:
   a. Passenger capacity
   b. ADA compliance
   c. Speed and range (maximum nautical miles between refueling)
   d. Fuel type and efficiency
   e. Safety systems
   f. Docking compatibility
   g. Regulatory and USCG compliance
   h. Visual and operational condition of vessel
   i. Ensure that the structure of the vessel can accommodate food and beverage service, including required space, plumbing, and equipment.
3. Establish budget and timeline constraints.

B. Technical and Regulatory Guidance

1. Develop or refine technical specifications for the ferry vessels.
2. Ensure compliance with U.S. Coast Guard (USCG), Maritime Administration (MARAD), Federal Transit Administration (FTA) requirements, and any other government requirements including those required by the funding partners.
3. Provide an opportunity for PSTA to review vessel options and provide PSTA with information that ensures Buy America provisions are complied with as well as all and other current federal state and local compliance obligations.

C. Anticipated Vessel Requirements

The vessel(s) shall meet and or exceed the following requirements:

1. Vessel must be U.S. Coast Guard (USCG) inspected and certificated to carry passengers for hired. It is preferred that the vessels have a minimum capacity of one hundred (100) passengers.
2. A PSTA official or designated representative shall evaluate and confirm in writing that each vessel is feasible for the Tampa Bay Ferry Service.
3. Vessel must have a fully operational radar and chart plotter to operate in conditions of limited visibility. Vessel must be equipped with technology to identify other above water and below the water's surface and marine animals.
4. Vessel must be able to utilize the Tampa Bay Ferry's terminals with no significant modifications required.
5. Vessels must have a minimum cruising speed of 15 knots, preferably up to 27 knots.
6. Vessel much have conditioned, covered seating areas for a minimum of 70% of passengers. Tarps are not acceptable as cover for the enclosed passenger seating area as the space must be heated and air conditioned.
7. Vessel must be able to be side loaded and be ADA accessible or made to be ADA accessible.
8. Vessel must have a working concession area able to serve food and beverages from.

D. Market Search & Vessel Identification

1. Utilize global and domestic vessel databases and industry contacts, while following Buy America regulations.
2. Issue a Request for Vessel Information (RFVI) to qualified sellers.
3. Shortlist viable vessels for PSTA's review based on technical specs, availability, and price.

E. Due Diligence & Inspection

1. Conduct preliminary inspections and condition assessments.
2. Coordinate third-party marine surveyors for detailed technical inspections.
3. Verify documentation, flag status, compliance history, and service records.

F. Negotiation & Acquisition

1. Represent PSTA in price negotiations and contract execution.
2. Manage all legal and financial documentation.
3. Ensure compliance with FTA and other Federal and State regulations, including collecting documentation of all aspects of the vessel purchase including federal Buy America Compliance documentation.

G. Delivery & Handover

Oversee transport logistics, including:

1. Domestic or international towing or delivery by crew.
2. Insurance during transit.
3. Import/export clearance (if applicable)
4. Ensure vessels arrive in operational condition and within the agreed timeframe, taking into account the need for a place to dock the vessels if new St. Petersburg dock is not ready yet.

5. If the vessels acquired need maintenance, painting, or any preparation for revenue operation the Contractor is responsible for completing this work so the vessels are in optimal shape for the start of public service.
6. Execution of the Lease Agreement between PSTA and the Contractor to maintain and operate the boats.
7. It is assumed that one ferry vessel will be stored in St. Petersburg and one in Tampa but this needs to be confirmed by the Contractor. Access permits or licenses need to be acquired by the Contractor to store the ferry vessels at both locations.
8. Lease Agreement – PSTA will enter into a lease agreement of nominal cost so the contractor can use the vessels owned by PSTA to operate this service. (Attached)

H. Preparation of Vessels for Tampa Bay Revenue Service

The contractor will ensure the vessels get approved by the USCG and meet all other regulatory requirements for operation in Tampa Bay as well as are

1. Cleaned, painted in PSTA-approved color scheme.
2. Have clean passenger seating in excellent condition.
3. Carpet and flooring should be in good condition.
4. All safety equipment should be new and meeting all requirements. This includes but is not limited to lighting, personal floatation devices, fire extinguishers, etc.
5. While the vessels may be pre-owned, prior to their use for this service they should be made to look as close to new as possible.

I. Grant and Documentation Compliance

1. Ensure compliance with Federal Transit Administration federal grant conditions and documentation requirements.
2. Assist PSTA with reporting, audit preparedness, and coordination with FTA as required. This will require the contractor to turn over all acquisition documentation to PSTA including maintenance records provided by the prior owner.

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3. DELIVERABLES

A. Detailed vessel search report and vessel comparison matrix

B. Inspection and survey reports provided by third-party marine surveyors and contractor

C. Purchase agreements and closing documents

D. Delivery logistics plan and successful execution

E. Final handover and compliance documentation package

F. Lease agreement with PSTA.

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4. Phase I Compensation

A. All compensation for Phase I Vessel Acquisition shall be paid from the Federal 2021 Vessel Acquisition Grant by PSTA to the Contractor.

B. Compensation for the search, brokerage fees, travel expenses, delivery expenses, maintenance repairs, etc. shall all be paid out of the $4,863,280 FTA Passenger Ferry Boat Grant PSTA has.

C. Compensation payments to the contractor shall not exceed $100,000. A detailed written plan for how the contractor plans to utilize independent and qualified ship brokers to aid in the vessel acquisition process will be highly valued in the RFP evaluation scoring.

D. Any compensation for other fees, delivery expenses, etc. must be deducted from the grant, leaving enough for the purchase of the vessels.

5. TIMELINE

Phase	**Duration**
Requirements Review & Planning	2 weeks
Vessel Search & Shortlisting	4–6 weeks
Inspections & Due Diligence	2–5weeks
Acquisition & Delivery	8–10 weeks
Total Estimated Duration	**16–24 weeks**

3. PHASE TWO: Ferry Operation & Maintenance

1. DEFINITIONS

A. **Accident:** As defined by FTA, in connection with a PSTA trip under this agreement.

B. **ADA:** Americans with Disabilities Act (ADA) of 1990 and CFR 49 Subtitle A Part 37.

C. **Contractor:** Means the individual, firm, company, corporation, partnership, or association executing the Contract as an entity providing the services specified in this Agreement.

D. **FTA:** The Federal Transit Administration.

E. **General Transit Feed Specifications (GTFS):** The General Transit Feed Specifications (GTFS), also known as GTFS static or static transit to differentiate it from the GTFS real time extension, defines a common format for public transportation schedules and associated geographic information. GTFS "feeds" let public transit agencies publish their transit data and developers write applications that consume that data in an interoperable way. It is PSTA's goal to identify and provide technology whereby the GPS location of the ferry vessels could be tracked and posted for public viewing for this service, but this would be a feature added after the vessels are acquired.

F. **Incident:** Any non-vehicular occurrence outside the normal which occurs in connection with a PSTA service (i.e. slip/fall); any vessel damage not defined above as an "accident"; or an altercation with or between passengers, or any bodily injury that is not received during a defined accident.

G. **Key Personnel May Include**: General Manager, designated Project Manager, Personnel Manager, Operations Manager, Customer Service Manager, Account Manager, Administration, Trainer, Safety/Risk Manager and Systems Manager or similar positions over a functional aspect of the PSTA contract.

H. **Missed Trip:** A missed trip occurs when the Contractor does not complete a scheduled run.

I. **National Transit Database (NTD) Reporting and Other Miscellaneous Reports:** PSTA requires that Contractor collect and maintain all data required by the National Transit Database (NTD) related to the provision of service. PSTA reserves the right to establish a reporting process for and to specify the data to be collected and maintained by the Contractor.

J. **Near Field Communications (NFC):** Near field communication is a set of ideas and technology that enables smartphones and other devices to establish radio communication with each other by touching the devices together or bringing them into proximity to a distance of typically 10 cm (3.9 in) or less.

K. **Net Concession Revenues:** All revenues received from the sale of food and beverages on board the vessels to customers minus direct concession expenses which are limited to direct food, beverage, disposable tableware (cups, plates, spoons, coffee stirrers, straws, etc.) costs only.

L. **On-Time Performance**: Departures occur in accordance with the advertised departure times from each dock. This is also defined as a trip operating no more than zero (0) minutes early nor five (5) or more minutes late.

M. **Passenger Trip**: The act of transporting one person from one location to another.

N. **Passengers per Vessel Revenue Hour**: Calculated by dividing all completed one-way passenger trips by the number vessel revenue hours.

O. **Revenue Vessel:** Any vessel utilized by the Contractor to provide services to customers where revenue or some form of fare media is collected.

P. Related Parties: Affiliates of the Contractor; entities for which investments are accounted for by the equity method by the enterprise; trusts for the benefit of employees, such as pension and profit sharing trusts that are managed by or under the trusteeship of management; principal owners of the Contractor; its management; members of the immediate families of principal owners of the Contractor and its management; and other parties with which the Contractor may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests. Another party also is a related party if it can significantly influence the management or operating policies of the transacting parties or if it has an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

Q. Revenue Hours (Vessel): The hours that the vessel travels while in revenue service, meaning times when passengers are boarding or on board. The passenger boarding process and safety processes are included in the calculation of revenue service. Vessel revenue hours (VRH) include the hours from revenue service only. Vessel revenue hours exclude; deadhead, employee/crew training, and maintenance testing when paying passengers are not permitted on board.

R. Revenue Miles (Vessel): The miles that the vessel travels while in revenue service. Vessel revenue miles (VRM) include the miles from revenue service only. Vessel revenue miles exclude; deadhead, employee/crew training and maintenance testing.

S. Revenue Service: The time during which service is operated where any vessel and crew is available to receive payment for providing transportation including passenger boarding and safety processes.

T. Service Performance Standards: Criteria established by PSTA for service delivery. Every effort must be made by Contractor to meet these standards. The assessment of liquidated damages will be based on the Contractor’s ability to meet these standards.

2. Service Area and Hours of Operations

A. Previous Cross-Bay Service: Operated Wednesday afternoon through Sunday evening plus Monday and Tuesday afternoons when there were Tampa Bay Lightning Games in nearby Amelie Arena in Tampa. One 149-passenger, 29-knot vessel provided this service departed each location approximately every 90 minutes when operating.

B. Proposed Service: With two vessels, daily service is expected to be implemented with peak periods utilizing both ferry vessels at the same time. The peak season of March through April, and Tampa Bay Lightning, Tampa Bay Rays or other special events may require additional trips especially on the weekends. Listed below is a **hypothetical proposed schedule** showing the span of daily service and the number of boats in service. This is not a guaranteed level of service or the finalized schedule. The actual schedule will be adjusted based on anticipated demand and <u>subject to the availability of funds to pay any subsidies for the service</u>.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1 Boat	1 Boat	1 Boat	1 Boat	2 Boats	2 Boats	2 Boats
12PM-10PM	12PM-10PM	10AM-12AM	10AM-12AM	10AM-12AM	10AM-12AM	10AM-7:30PM

C. Increases/Decreases in Service Levels: The service under this contract may be expanded as operating funding permits. PSTA reserves the right to modify the service level as specified herein. As measured from the initial amount of service established at the beginning of this service (measured in revenue hours), if PSTA proposes to increase or decrease the service by more than twenty percent (20%), then either party may request that the unit price per hour of service be re-negotiated between PSTA and Contractor. If the proposed increase or decrease is less than 20% there will not be a change in unit price per hour of service.

D. Short Term Modifications: PSTA at its sole discretion retains the right to amend route alignments, dock locations, or hours of in-service operation from time to time.

E. Special Additional Services: Additional ferry service may be required on established or temporary routes in support of holidays, special events, or emergency response— including but not limited to hurricanes or other regional emergencies — as directed by PSTA and subject to the availability of funding and vessel resources. All such services must remain compliant with ADA requirements and applicable U.S. Coast Guard operational guidelines.

F. Suspension of Service due to Weather Emergencies: The Contractor shall monitor all weather advisories and marine alerts issued by NOAA, the U.S. Coast Guard, and local emergency management agencies. Service may be delayed, adjusted, or suspended in response to adverse marine conditions, including rough seas, storm surge, strong currents, low visibility, lightning, or other environmental hazards deemed unsafe for passenger service. It is expected that the Contractor will operate the ferry service up until the U.S. Coast Guard issues its Gale or greater warnings. At all times, the Contractor must immediately notify PSTA if it recommends suspending the service and PSTA may also direct the Contractor when to suspend operations, secure the fleet, and implement tie-down or safe harbor procedures in advance of severe weather events in order to protect the vessels, crews, and public assets.

G. Unanticipated Extra Service: From time to time, PSTA may request that the Contractor operate the transportation service beyond the fixed schedule. This additional service may include, but will not be limited to, extended hours of service, and/or special routings during special events or to assist during periods after a natural disaster. The Contractor will provide the service as directed by PSTA and will be compensated at the revenue hour rate. The Contractor agrees to provide vessels and personnel to operate additional service. Specifically, it should be assumed that from time to time events such as Tampa Bay Lightning hockey games or other sporting events will go longer, and the last ferry run of the night shall ensure no customer is stranded by waiting an appropriate time after the game ends. Extended event service may be scheduled on any day of the week and at any hour when the event does not conflict with regularly scheduled service.

H. Holiday Service: PSTA and the Contractor will agree on holidays or special events prior to the service being performed. Depending on the day of the week of a holiday or special event, the Contractor may be asked to operate a Saturday schedule or additional trips on the day of the holiday/event or the day before the holiday/event. Examples:

1. New Year's Eve service will be extended to 2:00 a.m.
2. Holiday weekend hours, such as Sundays before Memorial Day and Labor Day may have extended hours.

I. Establishing Service Schedule: PSTA is responsible for all scheduling of the service. The Contractor shall be a full participate in PSTA's planning process for the ferry service and be welcome to periodically make recommendations as to routes, fares, and service standards, subject to the determination and approval.

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3. Passenger Ferry Terminals

A. Downtown St. Petersburg

PSTA and its municipal partners will provide access a temporary barge dock and ultimately a permanent dock in the Vinoy Basin. The permanent dock will likely not be available until the second or third year of operation.

Birdseye view of Vinoy Boat Basin.

Southwest View of Vinoy Basin

Northern Downtown View of Vinoy Basin

1. **Temporary Barge Dock for Initial Years** - A temporary 20' x 80' landing will be provided by using four (4) 10' x 40' barge units, which will be secured into place with "spuds" in the Vinoy Mooring Basin.

2. **Army Corp Permit -** The Contractor is required to coordinate with the City of St. Petersburg to ensure compliance with the City's U.S. Army Corp. of Engineers (USACE) Permit (Permit is attached) for the Temporary Dock.

3. **Potential Adverse Conditions -** An eastern or northeast wind can generate chops that will carry into the Vinoy Basin. Chop can deflect and cause choppy wave action that would have adverse impacts on the ferry vessel and barges. The full severity of such action is unknown, particularly in the event of strong or gale-force winds. In the event it is viewed that such conditions represent a danger to the ferry vessel, it may be necessary to move both vessels to the Tampa Terminal until such conditions lessen.

4. **Vinoy Basin Loading Ramps** - Passenger boarding ramps are required to facilitate transfer of passengers between the shore and ferry vessel at the Vinoy Basin Landing. An existing ramp will be provided by the City to connect the barge to the shore, while a smaller ramp will be constructed to facilitate passenger loading from the barge to the vessel. All ramps and brows must be maintained by the Contractor and at all times be ADA compliant.

5. **Water Depth –** The bathometric (underwater) survey for this area shows the depth quickly drops to 7.5' within several feet of the shore, then continues to drop to 13.7'. The vessel and landing would sit in approximately 11.7' of water.

6. **Utilities** – The City of St. Petersburg will provide for water and electricity available at the Temporary Barge site. Power requirements are 50-amp, 240VAC, single phase. The power station will accommodate a standard marine Hubble Style Connector.

7. **Fueling and Waste Disposa**l – The Contractor shall be responsible for fueling operations that are conducted via truck at the Vinoy Basin location subject to U.S. Coast Guard's continued approval. Fueling may be as much as 1,200-gallons of diesel fuel every other day. This will be the primary fueling location. Additionally, a vacuum truck should access the vessels from this location and provide up to daily black-water/sewage pump outs. The Contractor will utilize PSTA's selected fuel supplier for passenger ferry services under this contract. PSTA will not pay for fuel used for Charter operations.

8. **Upland Facilities –** A secure ticket booth can be located at the foot of the dock.

9. **Parking and Intermodal Transportation** - Public parking spaces are available in both the St. Petersburg and Tampa area. There is ample parking adjacent to the St. Petersburg Terminal that can serve as the primary parking area. PSTA will provide a ferry terminal and parking wayfinding signage. Links to transit and other related transportation infrastructure will include The SunRunner, The Downtown Looper and the Central Avenue Trolley, which all originate nearby the location of the St. Petersburg ferry terminal.

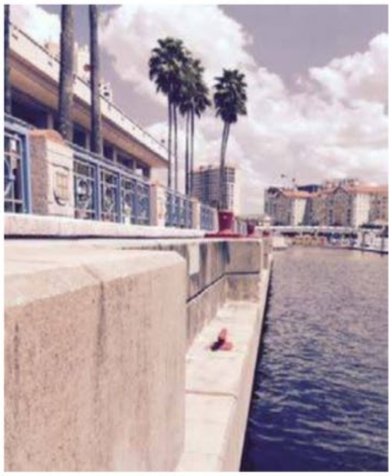
10. **Ticket Sales –** If a manned ticket booth is provided by the Contractor, patrons will be able to purchase tickets at the ticket booth on a first-come first-serve basis or purchase tickets for a later use. However, patrons will be encouraged to use the online ticketing system and/or Mobile Application.

11. **Removal of Barge Dock –** The Contractor will be responsible for assisting with the removal of the Barge Dock once it is no longer needed because the permanent dock is in place.

B. Downtown Tampa

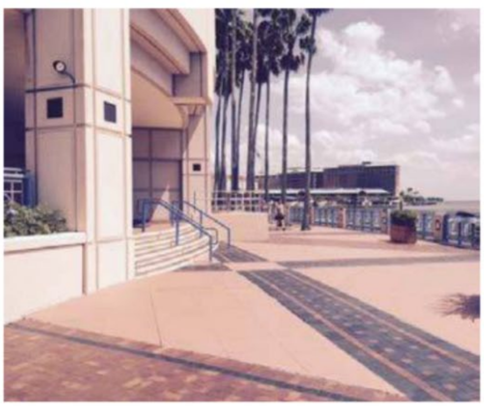
PSTA and its municipal partners will provide access to a ferry terminal in Downtown Tampa located on the waterside of the Tampa Convention Center, just west of the Sail Restaurant and Franklin Street.

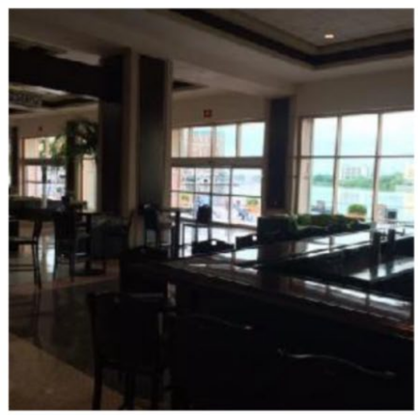
Tampa Convention Center Ferry Landing



The Seawall has proper bollards and cleats installed to accommodate docking.

Passenger comforts, including bathroom facilities, are readily available in the immediate area.





1. **Convention Center Location -** PSTA and the Contractor will coordinate with the City of Tampa to allow the ferry to dock on the Seawall directly in front of, and managed by, the Tampa Convention Center (TCC).

2. **Access Ramps -** Loading and unloading is accommodated by boarding ramps. To facilitate boarding, upon arriving at the slip wall, 6’ boarding ramps will be positioned to accommodate passenger loading and unloading. All ramps must be ADA compliant.

3. **Utilities** - Both power and water are available at the Seawall if needed. The Convention Center can accommodate either 208V 3-phase or 480 VAC.

4. **Upland Facilities –**Covered areas, benches and other passenger comforts, including bathroom facilities, are readily available in the immediate area.

5. **Parking** – In Tampa there is an abundance of parking facilities proximate to the TCC terminal. While there is an abundance of supply, parking capacity can be quite limited, and street congestion is significant on weekend nights when there is an event at Amalie Arena and/or concurrent event at the TCC. Generally speaking, the Ft. Brooke Garage has parking spaces available even during these peak times. In addition, the availability of high quality transit connections to the TCC terminal during operating hours provides an opportunity for additional remote parking as part of a ferry/transit coordination program.

6. **Links to Transit -** The TCC Terminal is directly proximate to the Tampa Streetcar system The Greco Plaza Streetcar stop is a few minutes' walk from the TCC Ferry Terminal. Service is provided to Channelside and Ybor City. There are several water taxi companies operating at or near the TCC.

7. **Ticket Services** - A ticket booth can be located in vicinity of the vessel, either outside under covered area or inside in the public area. It should consist of a desk on casters, iPad, credit card scanner, and a Bluetooth printer for printing tickets

C. **Other Locations/Facilities Required -** While PSTA and its municipal partners will provide the passenger ferry terminals/docks and it is assumed that the Contractor will be able to get an access permit from the municipal partners to dock each of the vessels at the St. Petersburg and Tampa terminals, these facilities may not be suitable for all aspects of the Contractors operations including all vessel maintenance. The contractor is responsible for providing and/or identifying a suitable facility that will accommodate its vessels, staff and necessary equipment to provide the service. PSTA reserves the right to inspect Contractor's facility at any time during the contract period.

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4. Management

A. Project Manager - The Contractor is required to identify a Project Manager who will be responsible for the satisfactory operation of all aspects of services provided under the Contract.

1. The Contractor's Project Manager will serve as the point of contact for communication with PSTA and will attend all meetings with PSTA staff for contract coordination and other requirements when requested.
2. The Contractor's Project Manager must be able to be on site to address any issue within four hours. This includes either the ferry terminal or PSTA Headquarters.

B. Supervisory Staff - At all times while revenue service is in operation and passengers are being transported, the Contractor shall maintain **qualified supervisory personnel** who are capable of overseeing vessel service and able to be on site within four hours, ensuring compliance with PSTA protocols, and maintaining effective communication with PSTA operations, terminal staff, passengers, and vessel crews. This may be the Project Manager but if the Project Manager is unavailable or out of the area, then a second qualified supervisor must be available.

C. Change in Project Management - PSTA reserves the right to:

1. Review the qualifications of the Contractor's Project Manager and other key personnel.
2. Request removal or reassignment of any Contractor personnel deemed unsuitable or ineffective in their performance under this Contract.
3. The Contractor shall not, without prior written notice to and prior approval by PSTA, remove or reassign the Project Manager, or appoint any new Project Manager (whether in an acting or permanent capacity) at any time during the contract term.
4. If the Contractor fails to provide a Project Manager, or removes the Project Manager without PSTA's prior approval, the Contractor shall be subject to a Penalty

D. Audits & Evaluation - The Contractor shall fully cooperate with PSTA and any other authorized agency during audits, reviews, or inspections related to service performance, safety, staffing, or financial compliance.

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5. Staff Hiring, Retention, and Training Requirements

A. **Contractor Personnel Management -** The Contractor shall be solely responsible for payment of wages, benefits, and all employment-related obligations for its staff and subcontractors. All crew wages, hours, and working conditions must comply with local, state, and federal laws, including U.S. Coast Guard (USCG) maritime labor regulations. The Contractor shall also ensure full compliance with laws governing workers' compensation, unemployment insurance, income tax withholding, social security, and any applicable maritime labor agreements. The Contractor shall indemnify and hold harmless PSTA from any claims, damages, or liabilities arising from noncompliance with such requirements. This paragraph shall not 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

B. **Conduct of Contractors Employees -** PSTA reserves the right to notify the Contractor of any concerns regarding crew conduct or service quality. Upon notification, the Contractor must take prompt corrective action, including reassignment or removal of personnel, if warranted.

C. **Notification of Arrests/Suspensions -** All vessel personnel and subcontractors must self-report any arrests, convictions, or suspensions of licensing credentials to the Contractor, who must in turn notify PSTA as applicable.

D. **Hiring and Pre-Employment Screening -** The Contractor shall use appropriate screening methods to hire qualified maritime personnel. This includes verification of USCG-issued licenses (e.g., Master or Mate endorsements), pre-employment drug testing in compliance with 46 CFR Part 16, and a national criminal background check. The Contractor must also screen and employ only trained and professional food and beverage sale employees knowledgeable about all the necessary concession sales regulations and requirements.

E. **Spanish Speaking Preferred -** Bilingual crew members (e.g., English and Spanish) are encouraged.

F. **Workforce Stability -** The Contractor shall maintain a personnel management program addressing recruitment, performance evaluation, retention strategies, and professional development. Given the critical importance of service consistency, the Contractor must provide a retention plan demonstrating efforts to maintain a stable workforce and reduce turnover.

G. **Correction Plans -** PSTA reserves the right to request corrective plans in response to persistent crew turnover or service disruptions.

H. **Employee Conduct and Passenger Interaction -** All Contractor employees and subcontractors must:

1. Present a professional appearance and wear PSTA-approved uniforms.
2. Wear ID badges with first name visible during service hours.
3. Refrain from soliciting gratuities (passive tip jars are permitted).
4. Be courteous and responsive to passenger needs, including ADA accommodation.
5. Refrain from smoking (including e-cigarettes) aboard vessels.
6. Provide accurate fare and service information to passengers.
7. Adhere to all PSTA and USCG policies governing conduct, navigation, and safety.

I. **Electronic Devices Prohibited -** Use of personal devices (e.g., phones, Bluetooth, Wi-Fi) while the vessel is in motion is prohibited. If vessel operations require the use of two-way radios or Bluetooth-enabled devices, the Contractor must maintain a written policy that ensures safe and non-distracted operation of vessels during communication.

J. **Punctuality -** Crew must operate on-time per published schedules unless directed otherwise for safety.

K. **Cleanliness and Comfort -** Crew must maintain vessels in a clean and passenger-ready condition. Sunshades and protection from light weather must be provided onboard.

L. **Animals** - Crew must permit only service animals are permitted without a carrier. Small domestic animals must be contained in carriers

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6. Minimum Crew Qualifications and Disqualifying Offenses

All captains and crew must meet the following requirements:

A. **Master's License -** Hold a valid USCG Master's License or credential appropriate for the vessel type and passenger load.

B. **Work Hours -** Be in full compliance with USCG work hour limitations and fatigue prevention protocols.

C. **ADA Training -** Complete an ADA sensitivity and passenger assistance training program approved by PSTA.

D. **Background Checks -** Pass a background check covering the prior 7 years with no felony convictions involving violence, abuse, weapons, moral turpitude, or crimes against vulnerable persons.

E. **Drug Testing -** Pass a drug screening program compliant with the Contractor's Chemical Testing Program as defined by 46 CFR §16.105 and 49 CFR §655.4.

F. **Clean Record -** Maintain a clear record free of D.U.I./D.W.I. convictions or revoked/suspended licenses within the prior 7 years.

G. **Arrest/Suspension Reporting -** Report any new arrests or offenses immediately to PSTA.

H. **Disqualifying Offenses Include (but are not limited to):**

1. Operating a vessel under the influence.
2. Felony assault, abuse, or sex offenses.
3. Felony involving use of a weapon or controlled substances.
4. Crimes involving fraud, dishonesty, or moral turpitude.
5. Leaving the scene of a maritime incident with injury or death.

I. **Adequate Staffing** - The Contractor is responsible for scheduling and providing a sufficient number of licensed captains and trained crew to operate all revenue service trips, including standby personnel.

J. **Staff Reporting to PSTA -** A current crew roster, including license and certification details, must be submitted to PSTA and updated as changes occur.

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7. Training Program Requirements

The Contractor shall provide a comprehensive training program for all personnel engaged in ferry service. Training shall include classroom instruction, hands-on operational training, and compliance with federal maritime regulations.

A. **Minimum Required Training Topics:**

1. USCG navigation, safety, and emergency response procedures
2. ADA compliance and passenger assistance
3. Vessel equipment, lift, and ramp usage
4. Fare system operations and secure handling of transactions
5. Customer service and de-escalation techniques
6. Radio and communication protocols (VHF, AIS, digital dispatch)
7. First Aid and CPR
8. Drug & Alcohol Testing compliance (FTA/USCG)
9. Annual refresher training for all staff

B. **Training Records -** Training records must be maintained and made available to PSTA upon request.

C. **Trained on All Vessel Types -** Crew members must be trained on **all vessel types** used in the contract, including backup/reserve vessels.

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8. Safety Program

The most important aspect of this ferry service is safety. The Contractor shall provide a safety program including, at a minimum, elements regarding safety of employees and passengers. The Safety Program shall comply with any applicable State and Federal regulations.

A. **Safety Program Plan -** Contractor shall develop and maintain a Safety Program Plan and present it to PSTA prior to service start up and present PSTA with any subsequent revisions.

B. **Security Program Plan -** The Contractor shall develop and maintain a Security Plan and present it to PSTA prior to service start up and present any subsequent revisions to PSTA for approval as well.

C. **Continuity of Operations Plan (COOP) –** The Contractor shall develop and maintain a Continuity of Operations Plan (COOP) to ensure there are operating procedures for recovery and continued operation of ferry services in case of an emergency, disaster, or other unforeseen event which may inhibit the normal operation of services.

D. **Other Plan Requirements -** Contractor shall develop and maintain all other plans as required by federal, state, and local regulations. Such plans may include a fire and emergency evacuation plan.

E. **Emergencies/Natural Disasters -** In the event of a storm-related emergency such as a tropical storm or hurricane that requires ferry services to be suspended, all suspensions shall be approved in advance by PSTA's Transportation Office and if necessary, in coordination with the Pinellas County Emergency Operations Center.

F. **Assistance with Emergencies -** In the event of an emergency or natural disaster, PSTA may require the Contractor to make available, to the maximum extent possible, transportation and communications services and facilities to assist PSTA in ameliorating such incidents. Any such use of the ferry vessels for emergency response purposes must be pre-approved by PSTA, and said approval must be secured in writing. To the extent PSTA requires the Contractor to provide such emergency services; the Contractor shall be relieved of the obligation to fulfill the duties and responsibilities of operating regular ferry operations. Further, the Contractor shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by the Contractor and PSTA prior to the conclusion of the emergency or disaster, or at such other time as they may mutually agree upon.

G. Other Operational Safety Requirements - The Contractor will observe all safety rules and other requirements of regulatory bodies having jurisdiction over the service area and operate the vessels with the highest regard for all aspects of safety:

1. **Illegal Use -** The Contractor will not use or allow the vessels to be used for any illegal purpose.
2. **Pushing/Towing Prohibition -** The vessels shall not be used for towing, pushing or any purpose other than the transportation of passengers.
3. **Excess Capacity -** The Contractor shall not overload the vessels beyond their specified carrying capacity nor operate the vessels in an unsafe manner.
4. **Lights Must Be Turned On -** All vessels shall operate with all required lighting in accordance with all USCG and other marine requirements while in service.
5. **ADA Customer Safety -** Mobility impaired passengers shall be assisted, as necessary, from the landside to a secured position on the ferry vessel while boarding, or in reverse while alighting the vessel. An Operator shall not provide assistance to a mobility-impaired passenger beyond disembarking them from the vessel.
6. **Compliance with U.S. Army Corp of Engineers Safety Permit Requirements** – At all times the Contractor shall comply with the USACE Permit acquired by the City of St. Petersburg to oversee safe operation and protection of marine mammals.
7. **Written Pre-Trip Inspections Required -** The Contractor shall require its captains to perform a vessel pre-trip inspection when traveling away from their daily starting position, before starting a new shift, or going into revenue service at any time. Each inspection needs to be documented in writing and available to be submitted to PSTA or other regulatory agencies upon request in a timely fashion.
8. **Safety Equipment -** Life Jackets and all other safety equipment shall be inspected daily and be assured to be be in excellent condition prior to any service to the public.

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9. Accidents and Incidents

A. Notification & Response - All accidents involving any vessel used for PSTA service, or PSTA passengers, shall be reported immediately to PSTA via telephone notification followed by written email notification. A supervisory level employee of the Contractor shall respond to all such accidents for the purpose of determining the cause of the accident.

B. Media Inquiries – The Contractor must forward any media inquiries about an accident or incident to PSTA without making any public statements.

C. Post Accident Drug & Alcohol Testing - The Contractor shall comply with all requirements of USCG regulations regarding drug and alcohol testing after an accident or incident. The Contractor shall provide PSTA written documentation of the captain’s name, reporting supervisor, and police reports including drug and alcohol testing results as soon as possible after the accident.

D. Incidents/Injuries - Written documentation of all accidents and injuries involving passengers that are not a result of a vessel-related accident or incident such as a passenger injury or other on-board issue shall be provided to PSTA within twenty-four (24) hours of occurrence. Documentation should include a description of how the injury occurred, where and when the injury occurred, how Contractor employees responded to the injury, an outline of follow-up conversations with the passenger, and recommendations for prevention of future injuries of the same type.

E. Fines/Penalties - If fines or other charges for which the Contractor is responsible are levied, assessed, charged or imposed against PSTA, PSTA will notify the Contractor in writing. PSTA may pay any fine or their charge, whether levied, assessed, charged, or imposed against PSTA for the Contractor. In the event payment is made by PSTA, the Contractor will reimburse PSTA within seven (7) calendar days after receipt of an invoice. Failure to make such reimbursement when due may, at the option of PSTA, be deemed a default under the Contract or be recouped from any payments due to the Contractor.

10. Vessels

A. Additional Vessels - All vessels used for the service must be pre-approved by PSTA. If the Contractor proposes to use any other vessels other than the two purchased in Phase I of this Contract, PSTA must approve the additional vessels.

B. Licensing, Insurance, Maintenance - The Contractor is responsible for acquiring and maintaining all licensing and registration of all vessels. The Contractor will be responsible for maintaining all required insurance coverage, maintenance, and all daily operating costs.

11. Vessel Fueling & Maintenance

A. Fueling – PSTA will procure the fuel supplier and purchase the quantities and types of fuel the vessels require. It is the Contractor's requirement to coordinate the fuel deliveries with PSTA's fuel supplier. The Contractor will develop and maintain a regular fueling schedule for both vessels including calling in deliveries as needed. It is envisioned that the most convenient fueling location will likely be St. Petersburg.

B. Minimum Maintenance Requirements and Plan

1. **Maintenance Plan -** The Contractor shall develop and maintain a vessel maintenance plan which should meet FTA, FDOT, and USCG requirements. The maintenance plan shall be submitted and approved by PSTA prior to service start up.
2. **Major Component Maintenance Plan** – By the end of the first year of the ferry operation, the Contractor shall develop and present to PSTA for approval a Major Component Maintenance Plan identifying planned major component replacements for the remaining term of the Contract. Major Components are defined as those items on the Vessels such as engines, thrusters, etc. that exceed one-hundred thousand dollars ($100,000) to replace and need to be replaced periodically due to normal safe operations. This plan will not cover accident repairs or other preventative damage to the vessels.
3. **Future Reimbursement for Major Components -** PSTA will attempt to program Federal Transit grant funds for approved major component replacements contained within the Contractor's approved Maijor Component Maintenance Plan. If PSTA is successful and chooses to use Federal grant funds for Major Components, PSTA will require the Contractor to renegotiate its contract operating cost per hour to account for this additional subsidy. This funding is not guaranteed at the start of this agreement, so the Contractor is expected to assume all costs for proper maintenance of the vessels.
4. **Maintenance Requirement -** At all times the Contractor shall maintain the vessels in a safe, clean, and mechanically sound condition in accordance with manufacturer guidelines:
   a) **Cleanliness/Free of Damage -** The Contractor will be responsible for maintaining the appearance and cleanliness of all vessels used in service under this Contract. Vessels shall be removed from service due to damage that is beyond repair. PSTA reserves the right to request to have any vessel removed from service until it is in a safe, reliable and clean presentable condition.

b) **Compliance With All Marine Regulations -** Vessels shall be maintained at all times so they can be operated in accordance with applicable Federal, State of Florida, and local laws. Due regard for the safety, comfort, and convenience of passengers, property, and for the safety of the general public must be taken at all times. The Contractor shall arrange for all necessary inspections, including USCG performed on the Vessel, including but not limited to, annual Contractor inspections and hull inspections.

c) **Dry Docking –** When the Vessels are required to have a mandatory dry-docking inspection, the Vessels will need to be transported to and from the selected dry-docking facility identified and fully implemented by the Contractor. The Contractor is fully responsible for all the costs of the dry dock.

d) **Preventative Maintenance –** All preventive maintenance, record keeping, mechanical repairs, including all parts and labor is solely the responsibility of the Contractor. Regular preventive maintenance inspections shall be conducted in accordance with the Contractor's maintenance plan approved by PSTA. Random unannounced maintenance inspections will be conducted by PSTA staff to verify regular preventative maintenance schedules and safe conditions of operational vessels. A maintenance report for preventive maintenance schedule adherence shall be submitted to PSTA with monthly invoices.

e) **Additional Reporting -** Periodic inspection and servicing checklists will be developed by the Contractor that conform at least to manufacturer's most severe service recommendations and generally accepted best industry practices.

f) **Other equipment -** The Contractor will be responsible for providing complete maintenance and service of any PSTA-required equipment, including fare collection, reservation or other technology devices.

g) **ADA Equipment/Lifts -** Each vessel shall be accessible to all ADA passengers at all times. If for any reason, customers with disabilities cannot utilize the ferry, substitute transport shall be made available by the Contractor at the Contractor's expense for these passengers to complete their trip.

h) **HVAC Must Be Operable -** The Contractor shall properly maintain operating HVAC systems on all vessels at all times.

C. Equipment Failure

1. **Alternative Transportation Provision -** In the event that any vessels used as part of this Contract experiences an accident, equipment failure or service interruption of any kind, the Contractor will be responsible for providing alternative transportation at the Contractor's sole expense. The Contractor will coordinate this transportation in advance with PSTA Operations, but the Contractor shall always pay for the alternative transportation.
2. **Alternative Transportation for ADA Customers -** Any wheelchair passengers that cannot board a vessel due to equipment failure shall be transported to their destination within sixty (60) minutes per ADA regulations and at no additional cost to the passenger or PSTA.

D. Vessel Cleaning

1. **Contractor's Sole Responsibility -** Contractor shall provide all labor and materials necessary to keep the vessels clean at all times.
2. **Restroom Cleaning -** If the vessels used have public restrooms, these restrooms shall at all times be clean and functioning.
3. **Weekly/Daily Cleaning -** Contractor shall wash the exteriors of the vessels at least weekly and shall clean the interiors of the vessels daily by picking up all litter, sweeping the floor, and cleaning the windows if required. Contractor shall mop the vessel floors and clean all other interior items, including seats, handrails, and windows, as needed to maintain a clean vessel.
4. **Terminal & Upland Cleaning –** Contractor shall clean the entire passenger terminals daily by picking up all litter on the docks and adjacent upland areas and sweeping and mopping the docks as necessary.
5. **Insects/Pests -** The interior passenger compartment shall be free of roaches and other insects or vermin as well as noxious odors from cleaning products.

6. **Graffiti -** Contractor shall remove all graffiti from the exterior and interior of the vessels immediately or as soon as it is practical, but no later than the start of the next day's service. If the graffiti is offensive or vulgar and cannot be removed, that vessel shall be taken out of service immediately.
7. **Concession Areas -** The concession/food and beverage area should be cleaned at times to meet the highest food regulation provisions.

12. PSTA Furnished & Contractor Required Equipment

A. PSTA Equipment - PSTA may provide and install equipment such as GPS/Vehicle locator technology, smart card fare readers, or automated passenger counters on the revenue vessels that integrate with PSTA's advanced customer service information systems. The Contractor shall maintain, repair and protect all equipment, tools and materials provided by PSTA or supplied for the benefit of PSTA services. The equipment is the sole property of PSTA and therefore shall be returned to PSTA at the end of the contract. The Contractor cannot use the equipment for non-PSTA service.

B. Contractor Required Video Surveillance Equipment - The Contractor is required to purchase, install and maintain an On-Board Video Surveillance System, All data from the video surveillance system must be maintained and accessible for a minimum of thirty (30) days. All cash counting operations must be videoed with PSTA having access to this video of revenue counting.

C. Radio - All vessels must maintain and monitor a Marine VHF radio during operation.

D. Passenger Counting Required - The Contractor must develop an accurate method of counting passengers and boarding location and regularly reporting this information to PSTA. This can be accomplished with hand count sheets and clickers.

13. Passenger Fare Collection

A. Fare Collection & Reservation System - The Contractor shall be responsible for implementing and maintaining a complete fare collection system including an advanced reservation system to collect passenger fares from each customer in accordance with PSTA's fare policies. The fare collection system shall support all fare media authorized by PSTA, including but not limited to:

1. Mobile fare payments (NFC, QR code) i.e. taps.
2. Open loop contactless payments (debit/credit, mobile wallets)
3. Federally required senior citizens and people with disabilities discounts per PSTA's fare policy.
4. Reservation system permitting reservations at least 7 days in advance of the trip.
5. Reservation systems ticket codes (QR/barcode)
6. Reduced and full fare cash payments

B. Fares go to PSTA - 100% of all these passenger fares will be paid to PSTA. All payments by PSTA will be for gross operating expenses of operating the service. Passenger fares are 100% paid to PSTA. aboard all vessels in accordance with PSTA's fare policies. the Contractor shall install, maintain, and operate all other fare collection infrastructure and processes.

C. Fare Policy Training - The Contractor shall ensure all vessel crew are trained to enforce fare media acceptance rules, including proper treatment of discount categories as defined by PSTA.

D. Features of the Fare Collection System

1. Should be able to track numbers of tickets sold by "channel" meaning at each terminal ticket booth, online, via any kind of app, credit/debit, cash, senior/disabled discounted, etc.

2. Automated email receipts to customers or other e-ticket options are preferred.
3. Full or customized refunds should also be permitted for cancellations due to bad weather etc.
4. Promo codes, digital gift card options, summaries of customer email lists, etc. are all desired features of the reservation/payment system required.
5. Credit/Debit Card transactions must be provided for.
6. The system should allow for an embedded link to be hosted on the PSTA website so patrons of the ferry can pay for their ride (and reserve a ride) via the PSTA website.

E. Fare Collection System Architecture & Network Connectivity

1. The Contractor shall design, deploy, and maintain a fare collection and reservation system architecture that ensures high availability, reliable data transmission, and full operational capability in both connected and disconnected (offline) states. The system must support the unique operational environment of waterborne transit, including fluctuating connectivity and remote diagnostics requirements.
2. **Connectivity Requirements** - All onboard systems (validators, reservation scanners, point-of-sale (POS) devices, etc.) shall connect to reservation back-office systems using: Dual-SIM cellular routers supporting 5G/LTE and a satellite uplink or dockside Wi-Fi synchronization where cellular is insufficient. The system must support **automatic reconnection**, failover between network sources, and error recovery.
3. **Offline Operation & Data Resilience -** All fare and reservation systems must function offline for a minimum of 24 hours without data loss. However, during offline operation, the system shall cache fare rules, media validation data, and seat reservation manifests locally. Queue all transactions for later upload. Prevent duplicate taps or tickets through onboard verification logic. Upon restoration of connectivity, the system shall automatically reconcile data with the back office.
4. **System Redundancy** - Systems shall be designed with **redundancy and failover** capability to avoid single points of failure: At least one spare validator unit must be maintained onboard or dockside. Power-over-Ethernet (PoE) or dedicated battery backup must be supported for 30 minutes minimum.

F. Fare Collection System Maintenance - The Contractor shall ensure maintenance and technical support for all fare collection and reservation system components, ensuring consistent uptime, timely issue resolution, and operational reliability. All core systems (validators, reservation platform, communications equipment, and back-office interfaces) shall maintain a minimum **99.5% uptime** per calendar month.

G. Cybersecurity & Compliance - The Contractor shall maintain a secure fare collection and reservation system that protects sensitive data, ensures payment security, and meets all applicable industry and regulatory standards. All systems must be designed with security, privacy, and resiliency in mind from initial deployment through ongoing operations. The system shall comply with the following minimum requirements:

1. Payment Card Industry Data Security Standard (PCI-DSS) compliance for all components involved in fare payment processing.
2. All fare, transaction, and passenger data shall be encrypted in transit and at rest.
3. Access to personally identifiable information (PII), fare media identifiers, and transactional data shall be restricted to authorized personnel.
4. All fare collection and reservation system components must align with and support **PSTA's existing data protection protocols**. All systems must integrate seamlessly with PSTA's Flamingo fares established processes for secure data handling, storage, and access control.
5. All data handling must comply with applicable state and federal data privacy laws, and any data exchanges must use PSTA-approved secure interfaces or APIs.
6. Notification to PSTA within 24 hours of any suspected security breach.

H. Fare Collection Reports - The system shall provide PSTA with timely access to operational and financial data to support decision-making and compliance. The Contractor shall deliver:

1. Submit monthly transactional logs with tap-in/tap-out data, reservation scans, fare types, device IDs, and time stamps.
2. Monthly performance reports, including:
   a) Ridership by fare media and discount category
   b) Fare revenue by source (onboard, reservation, cash, open payment)
   c) Data must be archived for a minimum of 5 years unless otherwise directed by PSTA.
   d) The system must support scheduled and on-demand data exports to PSTA.

I. **Data Property -** All data collected through fare collection and reservation systems shall be the sole property of PSTA. The Contractor shall not sell, share, or otherwise distribute PSTA data without explicit written authorization. Upon contract expiration or termination, the Contractor shall provide PSTA with a full export of all historical data and metadata in an open, non-proprietary format.

J. **Reservation System –** The Contractor must implement an online reservation system for advanced ticketing; it must be designed to coordinate with the fare collection system and allow flexibility for both reserved and walk-up customers. If the system is on a separate website, the branding of the reservation website must be approved in advance by PSTA and an embedded link to the reservation system must be provided to PSTA to include in the PSTA website. Reservations shall remain optional to customers but a first come, first serve process is encouraged.

K. **Functional Requirements –** The reservation system shall:
1. Be mobile-friendly and ADA-accessible.
2. Take reservations at least up to 7 days in advance of the reserved trip.
3. Abide by Web Content Accessibility Guidelines industry standards.
4. Display real-time availability and capacity.
5. Generate scannable tickets (e.g., QR code or barcode) for onboard validation.
6. Accept PSTA-authorized fare media and payment types [credit/debit cards].
7. Support verification of discounted fare eligibility (e.g., senior, through registered approved fare media.
8. Be accessible from the PSTA Website in addition to its own website if required.

L. **Non-Discrimination -** Service shall be provided to all orderly persons who pay the proper fare and comply with ridership rules and regulations established by PSTA. The Contractor shall not discriminate against any paying passenger or prospective paying passenger because of race, color, religion or country of origin, age, gender, sexual preference or disability.

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14. Concessions & Advertising & Charter Revenues

A. Summary of Revenue Retention Opportunities by the Contractor

1. Fare Revenue (See Sec. 13 Above) **–**	100% PSTA	0% Contractor
2. Concessions -	50% PSTA	50% Contractor
3. On-Board Advertising -	50% PSTA	50% Contractor
4. Charter Boat Operations & Other -	50% PSTA	50% Contractor

B. **Concessions -** Contractor is expected to sell food and beverages to passengers of the ferry, and the net proceeds will be defined as concessions. All net concession revenue minus 50% shall be itemized on the monthly invoice and provided as a credit against the operating expenses paid by PSTA. Concession expenses that may be netted off of the net revenue calculation are limited to direct food, beverage, and disposable tableware (cups, plates, spoons, coffee stirrers, straws, etc.) costs only. No more than 50% of the total concession revenue may be retained by the contractor.

C. **On-Board Advertising -** Contractor shall remit fifty percent (50%) of the gross advertising revenues generated and collected by Contractor for advertising on the vessels to PSTA.

D. **Charter Boat Operations or Other Revenues –** The Contractor is encouraged to arrange additional charter service beyond the regular transit service and gross charter revenues, less the contractual hourly rate, shall be shared 50% with PSTA. All Charter activities shall be pre-approved by PSTA staff, with the Contractor notifying PSTA at least 24 hours in advance of any special service. Charter revenue is defined as only occasions where 100% of a vessel is rented out by a single party. Special extra service whereby individual customers pay individually shall not be considered Charter service and PSTA shall retain 100% of the special service fares. The Contractor will calculate the fuel utilized by any Charter activities and PSTA will reduce payments owed to the Contractor by deducting this fuel expense including any fuel taxes as required by law.

E. **Revenue Reporting -** A written report no later than the fifteenth (15th) day of each month, outlining all net Concession revenues, gross advertising revenues, charter revenues and any other revenues shall be provided to PSTA along with the monthly invoice each month. Upon reasonable request (defined as no less than 72 hours' notice) from PSTA, the Contractor shall make available backup documentation, at Contractor's office of operation during routine business hours, including invoices, cashed checks and/or receipt deposits sufficient for PSTA to review and verify the gross and net revenues for any month requested by PSTA. Nothing contained herein is intended to conflict with any other agreement PSTA or Contractor may have with other vendors regarding the sale of advertising on its own equipment.

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15. Passenger Complaints

A. **Complaint Routing -** PSTA will forward all passenger complaints and comments received through its customer service channels to the Contractor electronically. The Contractor shall have primary responsibility for investigating and resolving each complaint, including those involving vessel operations, crew behavior, safety concerns, accessibility, or on-board experience. Any written or electronic complaints received by the Contractor directly shall also be responded to and provided to PSTA.

B. **Contractor Response -** The Contractor shall submit a written response electronically to PSTA within **three (3) business days** of receipt, detailing the investigation findings, corrective action taken, and measures implemented to prevent recurrence.

C. **Immediate Safety or Conduct Concerns** - In cases where PSTA determines that any Contractor personnel have engaged in **illegal, unethical, or unsafe behavior** while operating waterborne service, the Contractor shall immediately comply with PSTA's directive to **remove or reassign** the individual(s) from performing any duties under this contract.

D. **Participation in Complaint Review Meetings** - PSTA reserves the right to require the Contractor's **Project Manager and/or other relevant supervisory staff** to attend scheduled or ad hoc meetings with PSTA staff to review complaint trends, customer feedback, or specific incidents involving ferry operations.

E. **Ongoing Feedback Tracking** - PSTA will maintain a centralized system for receiving, documenting, and categorizing passenger compliments, comments, and complaints related to ferry service. Complaint categories will be defined by PSTA and used to calculate service-related performance metrics.

F. **Contractor's Proposed Protocol** – The Contractor shall include a clear and detailed description of its internal process for **receiving, tracking, investigating, and resolving passenger complaints**. This should include communication timelines, escalation protocols, crew training related to customer service, and any customer relations software or systems used to ensure accountability.

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16. Drug and Alcohol Program

A. **United States Coast Guard Required Program -** The Contractor agrees to establish a Chemical Testing Program / Drug and Alcohol Testing Program that complies with all federal requirements including Title 46 Code of Federal Regulations (CFR) Part 16; 46 CFR Part 4, 33 CFR Part 95, and 49 CFR Part 40; to produce any documentation necessary to establish its compliance with these federal regulations; and to permit any authorized representative of the United States Department of Transportation, United States Coast Guard, and PSTA to inspect the facilities and records associated with the implementation of the required program.

B. Safety Sensitive Employees Covered - The Contractor shall ensure that all employees performing safety-sensitive functions, including vessel captains, deckhands, dispatchers, and maintenance personnel, are included in the Chemical Testing Program as defined by 46 CFR §16.105 and 49 CFR §655.4."

C. Types of Tests - The Contractor is required to be 100 percent compliant with the required program, including but not limited to 100 percent compliance with pre-employment, random, serious marine incident, and reasonable cause testing; recordkeeping and reporting requirements; Employee Assistance Program; and training requirements. Compliance will be determined by PSTA.

D. Annual Certification of Compliance to PSTA - The Proposer agrees to certify annually its compliance with required drug and alcohol program regulations before February 15 to PSTA's Human Resources Benefits Coordinator, 3201 Scherer Drive, St. Petersburg, FL 33716. To certify compliance the Proposer shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements", which is published annually in the Federal Register.

E. Written Chemical Testing Program Required - The Proposer agrees further to submit for review and approval a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the Proposer agrees to submit upon request all documentation needed to verify compliance with required program regulations, including but not limited to: Drug-Free Workplace Policy, Drug-Free Awareness Program, Correspondence / Notification to employees, Employee Assistance Program, selection of certified laboratory, substance abuse professional, Medical Review Officer, and the use of any consortiums.

F. Serious Marine Incident - In the event of a Serious Marine Incident as defined in 46 CFR Part 4, the Contractor must follow all drug and alcohol testing timelines, specimen handling procedures, and post-incident reporting requirements as directed by the USCG and notify PSTA of the incident within 2 hours.

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17. Minimum Performance Standards

A. PSTA Monitors Performance - PSTA will monitor the service delivered by the Contractor and related activities in order to assess Contractor performance. As part of the monitoring procedure, PSTA will conduct random/periodic inspections and field audits of all services and vessels as part of the overall quality assurance and control program. Contractors shall be required to provide PSTA full access to observe service and equipment.

B. Performance Standards Defined - The below performance standards are subject to review after each three month evaluation period. The performance standards may be adjusted, if needed, based on actual data collected during the first three months of the service provided.

1. **On-Time Performance** - An on-time trip is one that departs on time and no more than ten (10) minutes late from any scheduled stop.

   Performance under this Contract shall require the Contractor to meet a daily standard of 90 percent (90%) on-time performance. During peak season, between March and May, the Contractor shall closely monitor on time performance. The efficiency of the recovery from the service delays shall be monitored.

2. **Customer Complaints** - Complaints shall be received and logged with the Contractor and PSTA and shall be measured per 10,000 customer boardings as measured by monthly passenger counts. Only valid customer complaints shall be used for this performance measure.

   Performance under this Contract shall require the Contractor to meet a standard of less than twelve (12) complaints per 10,000 boardings.

3. **Accident Rate** - An accident is any contact with an object, vessel, marine animal, or person. An accident includes all occurrences, whether the vessel is in revenue service or not. The accident rate is determined by the number of accident occurrences per 100,000 miles.

   Performance under this Contract shall require the Contractor to meet a standard no more than one (1) occurrence per 100,000 miles.

4. **Miles between Service Calls** - Service calls are defined as: (1) a vessel was unable to be operated due to a mechanical failure; (2) vessel lost time due to a mechanical failure. Service call reporting shall follow all USCG and NTD guidelines for reporting service calls.

   Performance under this Contract shall require the Contractor to meet a standard of ten thousand (50,000) miles between service calls.

5. **Availability of Project Manager** – The Contractor's Project Manager, or an approved designate, shall be available 24/7/365 for purposes related to this Contract. If the Project Manager is removed or changed without prior written notice to PSTA and prior approval by PSTA, that will also be defined as one day without an approved Project Manager.

   Performance under this Contractor shall require that for each day that PSTA is not notified and liquidated damages of $500 per day without a Project Manager or approved designate will be assessed

Service Attribute	Measure	Performance Standard	Liquidated Damages
On-Time Performance	Departs one (1) minute early and no more than ten (10) minutes late.	90% On Time	85.5% results in a (0.25%) reduction. 81% results in a (0.50%) deduction.
Complaints	Number of Complaints per 10,000 boardings.	12	12.6 results in a (0.25%) reduction. 13.2 results in a (0.50%) deduction.
Accidents	Number of Accidents per 100,000 miles	1	1.2 results in a (0.25%) reduction. 1.4 results in a (0.50%) deduction
Miles between Vessel failures	Number of Revenue Miles between Vessel failures	50,000	45,000 results in a (0.25%) reduction. 40,000 results in a (0.50%) deduction
On Time Reports	All reports are submitted accurately on or before the due date	100%	Reports submitted after due date result in a (0.25%) reduction for every three (3) days past due.
Availability of a Project Manager	The Contractor must have an approved Project Manager or approved designate available 24/7/365 during this contract.	100%	$500 per day without an approved Project Manager or approved designate o

18. Reporting Requirements

The Contractor is required to provide all operational statistics in an MS Excel format. Reports should be provided by the times specified for each report. Some of the reporting requirements may change as PSTA's external reporting requirements or systems change.

A. **Financial & Statistical Reports -** The Contractor shall maintain financial records in accordance with all Federal, State and PSTA standards. Monthly financial reports required include a minimum reconciliation of fares collected (cash, credit cards and passes), concession expenses and revenue, vessel miles traveled and hours of revenue service, and ridership levels.

B. **Reports -** The following reports will be required by the Contractor.

   1. **National Transit Database (NTD) Records/Reporting (Quarterly)** - In accordance with the Federal Transit Administration (FTA) guidelines, Contractor will be responsible for the tracking, collecting, and preparation of National Transit Database (NTD) report data. Section 15 of FTA NTD reporting requirements entails a high level of financial and operational data sampling (approximately one per week) utilizing FTA approved sampling techniques or by collecting 100% of the data. All source documents shall be maintained for three years following final payment under this contract and may be audited by PSTA and/or FTA at any time within this period.

   2. **Passenger and Fare, Advertising, Concession and Other Revenue Reports (Monthly)** - Contractor is required to report all revenue information including concession, other revenue, passenger, fare, and deposit information on a monthly basis. Required data is required to be submitted with monthly invoice.

   3. **Quarterly Preventive Maintenance and Vessel Mileage Update Reports (Monthly)** - A monthly Preventive Maintenance (PM) Report shall be submitted to PSTA indicating the date and mileage for when the last PM was performed for each vessel and the type of PM, Propulsion Inspection, HVAC Inspection, etc.) that was performed. This report will match the Contractor's maintenance records and will be audited by PSTA on a random announced or unannounced basis. PM reports for PSTA furnished equipment shall also be provided. The vessel fuel and oil consumption shall also be submitted quarterly.

   4. **Major Component Replacement Plan (Annually Updated after Year 1) –** By the end of the first year of operation of the Ferry Service, the Contractor will develop and present to PSTA for approval, a Major Component Replacement Plan identifying the predictive replacement schedule for major components on the Vessels including Engines, Thrusters or any other significant component with a replacement cost over $100,000. PSTA will attempt to secure Federal grant funds for these major items and renegotiate a lower Contract hourly rate if PSTA is successful. This reimbursement is not guaranteed and unlikely to occur until at least the second year of the service. Therefore, the Contractor is to assume all maintenance costs, including replacement of major components in their initial cost proposals.

   5. **Daily Accident/Incident Report (Immediate/Daily)** - A daily Accident/Incident Report will be emailed to PSTA within 24 hours of each accident/incident involving a PSTA trip (regardless of fault). Any major accident/incident involving injuries or significant damage to Contractor's vessel will be immediately reported by phone, followed by a written summary of the accident/incident.

6. **Operational Statistics (Monthly) -** Monthly Operational Statistics shall be submitted to PSTA. Statistics include ridership, on-time performance, maintenance servicing, accidents, and other information as required by PSTA.

7. **U.S. Department of Transportation Drug and Alcohol MIS Reporting (Daily, Annually)** - Contractors are subject to Department of Transportation (DOT) drug and alcohol testing regulations and thus shall submit their annual drug and alcohol testing data to PSTA as required by the DOT for their Drug and Alcohol Management Information System (MIS).

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19. Marketing, Branding, and Public Engagement

A. PSTA Marketing/Promotion Only - PSTA shall be solely responsible for preparing, scheduling and paying for advertising and promotional materials designed to inform customers of services. Contractor shall distribute and disseminate materials in accordance with the provisions of this Agreement and any supplemental directions provided by PSTA at no cost PSTA.

B. Contractor Marketing Prohibited - Contractors are not to permit or allow, any signage or unauthorized advertising to be placed in any vessel used for PSTA service, except as authorized by PSTA. The Contractor shall ensure authorized PSTA information items and notices are not destroyed, soiled or mutilated. The Contractor and all of its employees must forward all media inquiries to PSTA without public comment. No social media or other advertisements by the Contractor are permitted.

C. Requirements - The Contractor shall:

1. Coordinate public information and marketing collateral materials and distribution with designated PSTA personnel.
2. Coordinate with PSTA to provide a link to the Contractor's reservation and fare collection system so that PSTA's website can allow customers to reserve a ride and pay for their ride by contacting PSTA. (See Section 13)
3. Comply with system wide marketing standards including all social media posts.
4. Refer all media inquiries relating to service provided to PSTA and cooperate in providing public information through PSTA.

D. PSTA Brand - PSTA has a distinctive and established brand for the public transit services it provides. Contractors will be expected to work with PSTA staff to ensure branding for the ferry services complement PSTA's brand.

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20. Compensation, Invoices, and Terms of Payment

A. Invoice will be Proposal Prices Per Vessel Hour – The monthly invoice shall be prepared by the Contractor to specifically itemize the number of operated and scheduled hours of service and PSTA shall pay the proposed hourly rate times the actual number of hours provided.

B. Maximum Payment – At no time shall PSTA pay the Contractor in excess of the available subsidies provided by the funding municipalities. Annually, PSTA will identify the operating schedule for the service and compute the maximum number of hours of ferry service anticipated to operate the service schedule. PSTA shall establish maximum monthly hours of service hours that the Contractor may not exceed. Each month, service that is not operated due to weather or for any other reason will be deducted from the maximum by the Contractor.

C. Itemized Revenues – The monthly invoice shall separately credit PSTA with revenues collected per the splits itemized in Section 14 above.

EXHIBIT K

AGREEMENT FOR TAMPA BAY FERRY VESSELS & SERVICE

THIS AGREEMENT FOR TAMPA BAY FERRY VESSELS & SERVICE ("Agreement") is entered into on this _____ day of _______ 2025 (the "Effective Date"), by and between Pinellas Suncoast Transit Authority, an independent special district ("PSTA"), with its principal place of business at 3201 Scherer Drive, St. Petersburg, FL 33716, __________________ ("Contractor"), a _________________ with its principal place of business located at ______________________________ (collectively referred to as the "Parties").

WHEREAS, Contractor currently provides ferry services to the public in and around the ______________________________- ("Ferry Services"); and

WHEREAS, PSTA desires to procure the Ferry Services from the Contractor to better serve the public by expending grant funds from the Federal Transit Administration ("FTA") Contract # ___________________ and contributory funds from the __________________________ ("Partners").

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

1. RECITALS. The above recitals are true and correct and incorporated herein by reference.

2. CONTRACT DOCUMENTS. The "Contract Documents" shall mean and refer to this Agreement, the RFP including all exhibits attached thereto including any and all duly executed and issued addenda (attached hereto as **Exhibit 1**), Contractor's Best and Final Offer (BAFO), if any (attached hereto as **Exhibit 2**), and Contractor's Response (attached hereto as **Exhibit 3**). All of the foregoing are incorporated herein by reference and are made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the exhibits, the federal terms attached to the RFP 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	RFP
Exhibit 2	Contractor's BAFO
Exhibit 3	Contractor's Response
Exhibit 4	FTAFTA Grant

3. SCOPE OF WORK. Contractor shall provide ferry operations and related services in accordance with the specifications, tasks, and scope of services set forth in **Exhibit 1** to this Agreement (the "Services"). Contractor acknowledges that it has read the specification for the Services and understands them. Nothing contained in this Agreement or any of its exhibits or attachments shall be construed as a guarantee or implication as to any minimum quantity of services that Contractor will provide or for which it will be compensated. It is further understood and agreed by the Parties that Contractor, in the performance of the Services, is subject to the control and direction of PSTA as to the designation of tasks to be performed and the results to be accomplished for the Services, but not as to the means, methods, or sequence used by Contractor for accomplishing such results.

4. TERM OF AGREEMENT. This Agreement shall commence and be effective on the Effective Date and shall remain in effect for five (5) years and may be renewed for five (5) years unless terminated sooner as provided herein ("Contract Term"). A "Term Year" shall mean each twelve (12) month period commencing on October 1 and ending on September 30 of each year during the term of the Agreement.

5. TERMS OF PERFORMANCE.

5.01 *Time for Performance.* Contractor shall begin providing the Services on the Effective Date and shall continue throughout the Contract Term. Time is of the essence in performing the Services under this Agreement.

5.02 *Representatives; Relationship of Parties.* Prior to the start of any work under this Agreement, Contractor shall designate a primary and alternate representative, who will have management responsibility for the Services and who have authority to act on technical matters and resolve problems with the Services and the Agreement, to PSTA in writing ("Contractor's Representative"). Such designation shall include the contact information (including phone numbers) of Contractor's Representative. PSTA will advise Contractor in writing of the personnel who will represent PSTA in the administration of the Agreement ("PSTA's Project Manager"). Such writing from PSTA may include the specific duties of each individual and each representative's limits of authority. The Parties acknowledge that the relationship created by this Agreement is of independent contractors and neither party shall have the ability or authority to bind the other party to any other contract or obligation. Contractor shall have no authority to and shall not pledge PSTA's credit or in any way render PSTA a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

5.03 Intentionally deleted.

5.04 *Licenses and Permits*. Contractor shall secure all necessary licenses and permits that may be necessary to perform the Services under this Agreement. PSTA shall not be held responsible in the event Contractor fails to meet any local or state regulation, or to secure any permits or licenses required to provide the Services under this Agreement. Any such failure shall be considered a material breach of the terms and conditions of this Agreement.

5.05 *Contractor Responsibility.* Contractor shall provide Services of first quality in accordance with customary standards of the industries involved in the Services. 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 providing the Services. Contractor represents and warrants that it has no obligations or indebtedness that would impair its ability to perform the Services under this Agreement.

5.06 *Compliance with Laws.* Contractor shall be solely responsible for being familiar with and complying with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including but not limited to those set forth in this Agreement, and that, in any manner, could bear on the Services including, but not limited to, data privacy laws, all rules and regulations related to safety and compliance therewith including but not limited to those applicable to conflict of interest and collusion, Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60). PSTA and PSTA's Project Manager will communicate directly with Contractor's Representative and shall have no authority to direct, oversee, or instruct Contractor's employees, subcontractors, or materialmen, or any other individuals performing the Services. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Agreement shall not relieve Contractor of its obligations to comply with all laws fully and completely. Upon request, Contractor shall furnish to PSTA certificates of compliance with all such laws, orders and regulations.

5.07 *Suspension of Services*. PSTA may, in its sole discretion, suspend or delay all or part of the Services provided by Contractor under this Agreement upon written notice to the Contractor. Such notice shall specify the nature and expected duration of the suspension or delay. Contractor shall resume providing services upon written direction from PSTA.

5.08 *Transitioning to a Subsequent Contractor.* Contractor shall reasonably cooperate and participate in transitioning the Services to a new subsequent contractor upon termination or expiration of this Agreement. Contractor shall participate in meetings with PSTA and the other contractors, transfer records, and take all other reasonable actions necessary to transition its duties no less than one hundred twenty (120) calendar days prior to the start of services provided by a new contractor (the "Transition Period"). Contractor shall participate in the smooth transition of the Services to ensure that the transition results in minimum disruption of the Services and PSTA's operations. During the Transition Period, Contractor shall comply with all of PSTA's reasonable requests related to the transition and in the timeframe designated by PSTA.

6. COMPENSATION. In consideration of Contractor's faithful performance of the Services, PSTA agrees to pay Contractor on a per revenue hour basis according to the costs and methods set forth in **Exhibit 2**, as reduced by any deductions for late trips, missed trips, hold times, and/or erroneous reporting, and any Liquidated Damages pursuant to section 12.04 of this Agreement, all as determined by PSTA. Total costs per revenue hour and any discounts shall be held firm throughout the duration of the Contract Term and any Extension Terms, unless otherwise agreed upon in writing by the Parties. The total amount of compensation paid to Contractor pursuant to this Agreement shall not exceed _______________. **Exhibit 2** identifies Contractors fixed costs, which PSTA will make a monthly payment prior to the first of each month, and Contactor's variable costs as identified in Exhibit 2, which will be the basis of a payment made by PSTA after the end of each month based on the service provided by Contractor in the prior month. Each Term Year during the term of this Agreement, the Parties will mutually agree to the Contractor's fixed costs for the upcoming Term Year.

6.01 *Invoices.* All invoices shall be submitted in accordance with the Florida Prompt Payment Act with all details prescribed by PSTA, including but not limited to the PSTA Purchase Order Number, 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 E-Mail: Accountspayable@psta.net

6.02 *Payment Due Date.* All payments shall be due on the date established by the Florida Prompt Payment Act. Payment due date is calculated from the time PSTA Accounts Payable Accountant has received and accepted the invoice pursuant to the Florida Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the accepted date.

6.03 *Disputed Invoices.* In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein. Contractor shall have thirty (30) days from the date of payment to challenge any payments from PSTA.

6.04 *Tax-exempt.* PSTA does not pay sales or use tax and will provide sales tax exemption certificate at the written request of Contractor, where necessary.

6.05 *Billing Documentation*. In addition to all billing requirements and documentation required for compensation under this Agreement, PSTA will provide to Contractor a maximum number of monthly revenue hours and maximum amount of additional "plug" revenue hours that may be used throughout the applicable fiscal year. The maximum provided by PSTA is an estimate only and Contractor shall only be compensated for actual revenue hours completed in any given month. Additionally, Contractor shall not be eligible for any compensation above the maximum number of annual revenue hours provided by PSTA unless Contractor: (1) notifies PSTA as soon as it is aware, or should be aware, that additional hours will be required; and (2) submits sufficient backup and documentation justifying any increase in revenue hours. The approval of such additional hours shall be in the sole and absolute discretion of PSTA.

7. COVENANTS AGAINST GRATUITIES.

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

7.02 *Driver Requirements*. Contractor shall prohibit and ensure that no representative, employee, contractor, driver, or any person providing the Services under this Agreement shall not solicit any gratuity, tip, or compensation from any rider who is receiving Services provided under this Agreement.

8. ASSIGNABILITY; SUBCONTRACTING; EMPLOYEES.

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

8.01 *Written Approval Required.* The rights and obligations of Contractor may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without PSTA's prior written consent. Contractor may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subcontractor by PSTA.

8.02 *Responsibility for Subcontractors.* If Contractor's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Contractor shall complete or pay to have completed the work which the assignee or subcontractor failed to complete at no additional cost to PSTA. In the event of any noncompliance by any assignee or subcontractors, Contractor shall be directly and wholly responsible for the noncompliance of its assignee or subcontractor and shall bear all attributable costs. Contractor shall require all subcontractors performing or contributing to the Services under this Agreement to keep written records in reasonable detail of all services performed and to maintain all books, data information and records in a form that will support the subcontractor's invoice billed to the Contractor.

8.03 *Assignment by PSTA.* PSTA may assign its rights and obligations under the Agreement 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.

8.04 *E-Verify.* Contractor shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Agreement. Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Contractor. Contractor may not enter into a contract with a subcontractor to perform work under this Agreement unless and until the subcontractor registers with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform work under this Agreement, Contractor must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor must maintain copies of all such affidavits for the duration of this Agreement. PSTA may terminate this Agreement for cause if PSTA determines that Contractor or Contractor's subcontractor has not complied with any applicable provision of sections 448.09 or 448.095, Florida Statutes, as may be amended. PSTA will terminate this

Agreement for cause if PSTA has a good faith belief that Contractor has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the PSTA has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but PSTA determines that Contractor otherwise complied with section 448.09(1), Florida Statutes, as may be amended, PSTA will notify Contractor as such, and Contractor must immediately terminate Contractor's contract with said subcontractor. If this Agreement is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this Agreement and may not be considered as such; (b) Contractor may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated; and (c) Contractor is liable for any additional costs incurred by the PSTA as a result of the termination of the Agreement.

8.05 *Employees*. Contractor is an independent contractor and no relationship of employer-employee exists between the Parties for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable as employees of PSTA. PSTA is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. Contractor shall be solely responsible for paying all of its subcontractors, employees, payroll taxes, and/or benefits. If, in performing the Services, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors. Contractor shall be solely responsible for satisfying all obligations that may be owed its employees, whether derived from statute, regulation or agreement, throughout this Agreement and after expiration or termination of this Agreement, however terminated.

8.06 *Criminal History Checks.* Contractor shall ensure that all employees, subcontractors, and subcontractor employees have completed a fingerprint based criminal history check, which shall include Level 2 Background Screening pursuant to section 435.04, Florida Statutes. Contractor shall not charge any additional fees or expenses for such background checks.

9. DELAY IN PERFORMANCE/FORCE MAJEURE.

9.01 *Time of the Essence.* Time is of the essence for all Services provided under this Agreement. If Contractor fails to promptly provide the Services under this Agreement, PSTA may terminate this Agreement immediately, purchase substitute services elsewhere, and recover from Contractor any increased costs and damages thereby incurred by PSTA.

9.02 *Force Majeure*. Neither party shall be liable for its non-performance or delayed performance if caused by Force Majeure. Force Majeure shall be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, governmental act, law, ordinance, rule or regulation, or events which are not the fault or are beyond the control of the party. Notwithstanding the foregoing, Force Majeure shall not include strikes or labor disputes.

9.03 *Unavoidable Delay.* In the event there is a delay in performance that is not reasonably expected to occur, including but not limited to delays in connection with Contractor's suppliers or agent thereof, that are substantial enough to cause delay of Services to PSTA, Contractor shall notify PSTA immediately and in no event more than ten (10) days of Contractor being made aware that such event has occurred, or when Contractor should be aware that such event has occurred, and request extended time for completion. PSTA shall review the request and determine whether it is appropriate. PSTA shall respond to Contractor in writing within ten (10) days of receipt of Contractor's request for extension and, if granted, shall extend the time for completion for the determined number of days attributable to the unavoidable delay. Contractor shall not be entitled to any damages or compensation and shall not be reimbursed by PSTA for losses on account of delays or hindrances resulting from any cause including, but not limited to, any actions which result in change in scheduling, changes in the scope of services, or increases in the cost of performing the Services.

10. TERMINATION OF AGREEMENT.

This Agreement may be terminated with or without cause in accordance with the provisions below.

10.01 *Without Cause*. For and in consideration of $10.00, if PSTA determines that it is in its best interest to do so, PSTA may terminate this Agreement without cause and without penalty or expense to PSTA, upon ninety (90) days' written notice to Contractor. If PSTA terminates this Agreement pursuant to this subsection, Contractor shall promptly submit to PSTA its costs to be paid for services performed up to the date of termination. If Contractor has any property belonging to PSTA in its possession, Contractor shall account for the same and dispose of it as directed by PSTA.

10.02 *With Cause*. PSTA may terminate this Agreement with cause at any time immediately upon written notice to Contractor, if: (1) Contractor fails to fulfill or abide by any of the terms or conditions specified in the Agreement; (2) Contractor fails to perform in the manner called for in the Agreement; or (3) Contractor does not provide services in accordance with the requirements of the specifications in the Agreement. PSTA will provide Contractor ninety (90) days' written notice in which to cure a defect in performance or non-performance. In such case, PSTA's written notice of termination to Contractor shall state the conditions for Contractor's cure, if applicable. If Contractor fails to cure the defect in performance, or if it has received a written notice of termination to Contractor for the same issue more than two (2) times over the course of this Agreement, this Agreement may be terminated by PSTA immediately. Contractor agrees that any assessment or payment of Liquidated Damages as set forth in section 12.04 of this Agreement does not cure any defect in performance and does not adequately compensate PSTA for the damages and harm sustained from a pattern of substandard performance. Contractor may terminate this Agreement for cause if PSTA fails to fulfill or abide by any duties or conditions specified in the Agreement, provided that Contractor must first provide notice of the alleged breach to PSTA and give PSTA ninety (90) 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 ninety (90) day cure period, Contractor may not terminate this Agreement.

10.03 ***Effect of Termination.*** Upon expiration or termination of this Agreement, however terminated, and final payment for the Services rendered in accordance with the Agreement, PSTA shall have no further obligations or responsibilities to Contractor. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against PSTA arising out of this Agreement or otherwise relating to the Services, except those identified in writing by Contractor to PSTA prior to receipt of final payment. Neither the acceptance of the Services nor payment by PSTA shall be deemed to be a waiver of PSTA's rights or remedies, including but not limited to the right to enforce the warranties provided by Contractor in this Agreement, any obligations of Contractor under this Agreement, or to the recovery of damages for failure to provide the Services in accordance with the Agreement.

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

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

10.06 *Waiver of Remedies for any Breach*. In the event that PSTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver 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. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.

11.01 *Disputes*. Disputes raised by Contractor which are not resolved amicably by the Parties, shall be decided in writing by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules which shall take place in Pinellas or Hillsborough County, Florida, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

11.02 *Performance during Dispute*. Unless otherwise directed by PSTA, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

11.03 *Claims for Damages*. Should Contractor suffer injury or damage to person or property because of any act or omission of PSTA or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to PSTA within ten (10) days after the first observance of such injury or damage.

11.04 Intentionally deleted.

11.05 *Rights and Remedies*. The duties and obligations imposed by the Agreement 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.

11.06 *Attorneys' Fees.* In the event of legal action or other proceeding arising under this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all its reasonable attorneys' fees and cost incurred by the prevailing Party 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 one of the Parties. The prevailing Party 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 the prevailing Party. The reasonable costs to which the prevailing Party 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.

12. INDEMNIFICATION.

12.01 *General.* The Parties recognize that Contractor is an independent contractor. Contractor agrees to assume liability for and indemnify, hold harmless, and defend the PSTA, FTA, and Cities of St. Petersburg and Tampa (the "Partners"), their commissioners, mayors, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance nonperformance of the duties of the Contractor under this Agreement, the enforcement of this Agreement, or resulting from the activities of the Contractor in any way connected to this Agreement, whether or not due to or caused by the negligence of the PSTA, FTA, or Partners, their commissioners, mayors, officers, employees, agents and attorneys. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by the PSTA, FTA, or Partners, in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Contractor against the PSTA, FTA or Partners, and Contractor hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained in this contract, and specifically this provision requiring Contractor to indemnify the PSTA, FTA, and Partners, is intended to nor shall it be construed as an additional waiver of sovereign immunity by PSTA, FTA, or Partners 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 paragraph shall survive the 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.

12.02 *Control of Defense.* Subject to the limitations set forth in this section , Contractor shall assume control of the defense of any claim asserted by a third party against the PSTA for which Contractor is obligated to indemnify, defend, and hold harmless the PSTA and, in connection of such defense, shall appoint lead counsel in each case at Contractor's expense. The 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 section, Contractor shall obtain the prior written consent of the PSTA before entering into any settlement of such claim. Notwithstanding anything to the contrary in this section, Contractor shall not assume or maintain control of the defense of any third-party claim, but shall pay the fees of counsel retained by the PSTA and all expenses, including experts' fees, if (a) an adverse determination with respect to the third-party claim would, in the good faith judgment of the PSTA, be detrimental in any material respect to the PSTA's reputation; (b) the third-party claim seeks an injunction or equitable relief against the PSTA; or (c) 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.

13. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not transact business with any public entity in excess of the threshold amount provided in Section 287.133, Florida Statutes, for Category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. PSTA may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of the Contractor to promptly supply information in connection with an inquiry or the conviction of a public entity crime may be grounds for termination of this Agreement.

14. MISCELLANEOUS PROVISIONS.

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

14.2 *Entire Agreement.* This Agreement, 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, bids and/or understandings. There are no representations or warranties unless set forth in the Agreement.

14.3 *Public Records Requirements.* Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of the PSTA, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the PSTA to perform the work contemplated by this Agreement; (b) upon request from the PSTA's custodian of public records, provide the PSTA with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Contractor does not transfer the records to the PSTA in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the PSTA, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to the PSTA, Contractor shall transfer, at no cost, to the PSTA, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by the PSTA, Contractor shall keep and maintain the Public Records required by the PSTA to perform the work contemplated by this Agreement. If Contractor transfers all Public Records to the PSTA pursuant to (d)(i) above, Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the PSTA and provide the PSTA with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the PSTA, upon request from the PSTA's custodian of public records, in a format that is compatible with the information technology of the PSTA. If Contractor does not comply with a Public Records request or does not comply with a Public Records request within a reasonable amount of time, the PSTA may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of the PSTA.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the custodian of Public Records at:

Telephone number: 727-540-1806

E-mail address: rcappolla@psta.net

Mailing address: 3201 Scherer Drive, St. Petersburg, FL 33716

14.4 *Interest of Members of or Delegates to Congress; conflicts of interest.* No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to receive any benefit there from. Contractor represents and warrants that no public officers or procurement employees have a material ownership interest in Contractor and this Agreement is not otherwise prohibited by part III, chapter 112, Florida Statutes. Contractor further represents and warrants that its current business dealings will not conflict in any manner with Contractor's performance of the Services. Contractor shall promptly notify PSTA's Project Manager of any potential conflicts of interest which may arise throughout this Agreement with respect to any prospective business association, interest or other circumstance with may influence, or appear to influence, the Contractor's judgment or quality of the Services. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of PSTA as to whether the association, interest or circumstance would, in the opinion of PSTA, constitute a conflict of interest if entered into by the Contractor. PSTA agrees to notify Contractor of its decision within thirty (3) days of receipt of notification by Contractor. If, in the opinion of PSTA, the prospective business association, interest or circumstance would not constitute a conflict of interest, PSTA shall so state in the notification and Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to the Services.

14.5 *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:

Attn:

With required copy to:
Alan S. Zimmet, General Counsel

Bryant Miller Olive
One Tampa City Center
Suite 2700
Tampa, Florida 33602
Phone: (813) 273-6677
Fax: (813) 223-2705

Either party may change its above-mentioned address by giving written notice to the other party in accordance with the requirements of this Section.

14.6 *Severability.* If any one or more of the provisions of the 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 the Agreement shall be treated as though that portion had never been a part thereof.

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

14.8 *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.

14.9 *No Third Party Beneficiaries.* This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents of PSTA or citizens of its service area, nor shall it be construed as enforceable by any third parties.

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

14.11 *Mutual Drafting*. This Agreement is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party.

14.12 *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.

14.13 *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.

14.14 *Scrutinized Companies*. By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Contractor 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) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the PSTA may terminate this Agreement immediately for cause if: (1) Contractor is found to have submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) Contractor is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the PSTA at law or in equity. The terms "Boycott of Israel" and "Business operations" used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

14.15 *Foreign Countries of Concern*. Pursuant to section 286.101, Florida Statutes, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Contractor's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Contractor represents that within one (1) year before proposing any contract to the PSTA, Contractor provided a copy of such disclosure to the Florida Department of Financial Services.

14.16 *Electronic Signatures*. Contractor agrees that Contractor does not and will not, nor will it allow a subcontractor to, use any funds from the PSTA for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

14.17 *Grant Funding*. Contractor recognizes that this Agreement is being funded, in part by FTAFTA Grant #___, which is attached to and incorporated in this Agreement as **Exhibit 4**. Contractor recognizes that this Agreement is subject to approval by FTA. Contractor is responsible for complying with all provisions of the grant applicable to Contractor. Contractor's failure to comply with the grant is grounds for PSTA to terminate for cause. If FTA rejects PSTA's Agreement with Contractor, PSTA may terminate this Agreement immediately. If the grant is terminated for any reason, PSTA shall provide notice of this termination to Contractor and may terminate this Agreement upon thirty (30) days written notice.

14.18 *Disadvantaged Business Enterprise (DBE) Policy and Obligation*. DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. PSTA and Contractor agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, Contractor shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

14.19 *Discriminatory Vendor List*. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. Contractor warrants that it has not been placed on the Discriminatory Vendor List. Should Contractor be placed on the Discriminatory Vendor List during the term of this Agreement, PSTA may terminate the Agreement immediately for cause by providing written notice to Contractor.

14.20 *Prohibition on Using Funds for Lobbying*. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

14.21 *Unauthorized Aliens*. PSTA shall consider the employment by Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and entered into this Agreement on the Effective Date.

CONTRACTOR:

____
Print Name, Title

By: ___________________________________
Duly Authorized Designee

Witness/Attest:

____
Print Name, Title

By: ___________________________________

PSTA:

By: ___________________________________
Brad Miller, CEO

Attest:

By:___________________________________
Rachael Cappolla, Executive Assistant

Approved as to form:

By:___________________________________
Alan S. Zimmet, General Counsel

Solicitation No. 25-980753

Anti-Human Trafficking Affidavit

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

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

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits PSTA from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

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

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

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

Authorized Signature: _____________________________________ Date: _____________

Printed Name:____ Title: ______________

STATE OF _________________________________

COUNTY OF _______________________________

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization,

this _________ day of _____________________, 20_______, by _____________________________,

as _______________________________ on behalf of the company/corporation. They ☐ are personally known to me

or ☐ have produced ___________________ as identification.

____

Signature of Notary Public

____

Name of Notary Typed, Printed or Stamped

My Commission Expires: __________________________

AFFIDAVIT

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

1. My name is ____________________________
(Write Name Here)

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

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

4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.
5. I affirm that the Company is not:
   a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity;* or
   b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

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

____
(Signature of Affiant)

The foregoing instrument was acknowledged before me this ________ day of _____________,
(Insert Day) (Insert Month)

_________ , by_______________________________ .
(Insert Year) (Insert Name of Affiant)

Personally known________________________
OR Produced Identification_________________
Type of Identification Provided______________

____
PRINT, TYPE OR STAMP NAME OF NOTARY

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

[Name of Common Carrier or contracted carrier] is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true. Printed Name: Title: Signature: Date: