

**SOLICITATION, OFFER AND AWARD FORM**PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)
ST. PETERSBURG, FLORIDA**REQUEST FOR PROPOSALS**

1. SOLICITATION #: RFP 18-001P	4. BRIEF DESCRIPTION: The purpose of this RFP is for the procurement of fare media and customer order fulfillment services. The goal of the retail network is to provide Smart Card customers with a robust network of locations that offer a simple and convenient means to purchase Smart Card media and load existing transit accounts.
2. ISSUE DATE: 2/5/18	
3. FOR INFORMATION CONTACT: NAME: Eric L. Haubner, Purchasing Agent PHONE: 727-540-1862 FAX: 727-540-0681 E-MAIL: ehaubner@psta.net	

5. CONFERENCE: (See Exhibit C for more information.)
LOCATION: 3201 Scherer Drive **DATE AND TIME:** 2/13/2018, 9:00 a.m., Eastern Standard Time
St. Petersburg, FL 33716

6. SUBMIT OFFER TO THE FOLLOWING ADDRESS: Pinellas Suncoast Transit Authority (PSTA) Attn: Procurement Department RFP 18-001P 3201 Scherer Drive St. Petersburg, FL 33716	7. OFFER SUBMISSION DUE DATE AND TIME: 3/6/2018, 10:00 a.m., Eastern Standard Time
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8. SUBMIT WITH OFFER: Original offer and 0 photocopies including the 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 120 calendar days from the date specified in Block 7, above.**11.** This solicitation and any resulting contract, respectively, consists of this Form and the exhibits and documents designated on Page 2 of this form.**OFFER**

(To be completed by Offeror)

12. DISCOUNT FOR PROMPT PAYMENT: _____%, _____ Calendar Days (Please refer to Invoice and Payment clauses 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 OF OFFEROR'S REPRESENTATIVE (PERSON AUTHORIZED TO EXECUTE CONTRACTS): (Type or Print)
	17. OFFEROR'S REPRESENTATIVE SIGNATURE & DATE:

AWARD

(To be completed by PSTA)

18. Offeror is a: DBE: Yes No SBE: Yes No **19.** DBE: There are no DBE goals assigned to 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-02	YES
Exhibit B	Special Solicitation Instructions and Conditions	B-01	
Exhibit C	Solicitation Instructions and Conditions	C-03	
Exhibit D	Special Provisions	D-01	
Exhibit F	General Provisions	F-02	
Exhibit H	Statement of Work	H-01	
Exhibit K	Contract		
	Compliance Matrix		YES
	Offeror's Proposal		YES

PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)
ST PETERSBURG, FLORIDA

SCHEDULE

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

Description: Magnetic Stripe Fare Cards

Two (2) Year Base Term - Trim (Fare Box) Issued Fare Cards

Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	1	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	2,400,000	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	1	EA	\$	\$
4	Hernando County Transit (The Bus)	1	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	1	EA	\$	\$
Total Extended Price (A)					\$

Two (2) Year Base Term - TVM Issued Fare Cards

Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	1	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	200,000	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	1	EA	\$	\$
4	Hernando County Transit (The Bus)	1	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	1	EA	\$	\$
Total Extended Price (B)					\$

Two (2) Year Base Term - Other Charges

Item No.	Description	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Artwork Charge for New Cards and Changes	1	EA	\$	\$
2	Break in Production Run Charge	1	EA	\$	\$
3	Special Promotions Campaigns	1	EA	\$	\$
4	Encoding Setup	1	EA	\$	\$
Total Extended Price (C)					\$

Option Year (1) - Trim (Fare Box) Issued Fare Cards

Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	1	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	1,200,000	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	1	EA	\$	\$
4	Hernando County Transit (The Bus)	1	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	1	EA	\$	\$
Total Extended Price (D)					\$

Option Year One (1) - TVM Issued Fare Cards

Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	1	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	100,000	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	1	EA	\$	\$
4	Hernando County Transit (The Bus)	1	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	1	EA	\$	\$
Total Extended Price (E)					\$

Option Year One (1) - Other Charges					
Item No.	Description	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Artwork Charge for New Cards and Changes	1	EA	\$	\$
2	Break in Production Run Charge	1	EA	\$	\$
3	Special Promotions Campaigns	1	EA	\$	\$
4	Encoding Setup	1	EA	\$	\$
Total Extended Price (F)					\$
Option Year Two (2) - <u>Trim (Fare Box) Issued Fare Cards</u>					
Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	1	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	1,200,000	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	1	EA	\$	\$
4	Hernando County Transit (The Bus)	1	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	1	EA	\$	\$
Total Extended Price (G)					\$
Option Year Two (2) - <u>TVM Issued Fare Cards</u>					
Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	1	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	100,000	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	1	EA	\$	\$
4	Hernando County Transit (The Bus)	1	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	1	EA	\$	\$
Total Extended Price (H)					\$

Option Year Two (2) - Other Charges

Item No.	Description	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Artwork Charge for New Cards and Changes	1	EA	\$	\$
2	Break in Production Run Charge	1	EA	\$	\$
3	Special Promotions Campaigns	1	EA	\$	\$
4	Encoding Setup	1	EA	\$	\$
Total Extended Price (I)					\$

Option Year Three (3) - Trim (Fare Box) Issued Fare Cards

Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	1	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	1,200,000	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	1	EA	\$	\$
4	Hernando County Transit (The Bus)	1	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	1	EA	\$	\$
Total Extended Price (J)					\$

Option Year Three (3) - TVM Issued Fare Cards

Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	1	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	100,000	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	1	EA	\$	\$
4	Hernando County Transit (The Bus)	1	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	1	EA	\$	\$
Total Extended Price (K)					\$

Option Year Three (3) - Other Charges

Item No.	Description	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Artwork Charge for New Cards and Changes	1	EA	\$	\$
2	Break in Production Run Charge	1	EA	\$	\$
3	Special Promotions Campaigns	1	EA	\$	\$
4	Encoding Setup	1	EA	\$	\$
Total Extended Price (L)					\$

Total Price for Base Period: (A)+(B)+(C) = _____ (I)

Total Price for Option Year 1: (D)+(E)+(F) = _____ (II)

Total Price for Option Year 2: (G)+(H)+(I) = _____ (III)

Total Price for Option Year 3: (J)+(K)+(L) = _____ (IV)

GRAND TOTAL PRICE AND BASIS FOR AWARD: (I)+(II)+(III)+(IV) = \$ _____

NAME & TITLE OF OFFEROR'S REPRESENTATIVE

(Print or type)

(Name & Title)

(Offeror's Name)

SIGNATURE & DATE:

____/____/____(Date)

(Signature of Offeror's Representative)

PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)
ST PETERSBURG, FLORIDA

SCHEDULE

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Description: Extended Use Media Cards (EU)

Two (2) Year Base Term

Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	20,000	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	20,000	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	1,000	EA	\$	\$
4	Hernando County Transit (The Bus)	200	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	5,000	EA	\$	\$
Total Extended Price (A)					\$

Option Year One (1)

Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	10,000	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	10,000	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	500	EA	\$	\$
4	Hernando County Transit (The Bus)	100	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	2,500	EA	\$	\$
Total Extended Price (B)					\$

Option Year Two (2)					
Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	10,000	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	10,000	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	500	EA	\$	\$
4	Hernando County Transit (The Bus)	100	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	2,500	EA	\$	\$
Total Extended Price (C)					\$

Option Year Three (3)					
Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	10,000	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	10,000	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	500	EA	\$	\$
4	Hernando County Transit (The Bus)	100	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	2,500	EA	\$	\$
Total Extended Price (D)					\$

TOTAL PRICE AND BASIS FOR AWARD: (A)+(B)+(C)+(D) = \$ _____

<p>NAME & TITLE OF OFFEROR'S REPRESENTATIVE (Print or type)</p> <p>_____</p> <p style="text-align: center;">(Name & Title)</p> <p>_____</p> <p style="text-align: center;">(Offeror's Name)</p>	<p>SIGNATURE & DATE:</p> <p>_____ / ____ / ____ (</p> <p style="text-align: center;">(Signature of Offeror's Representative) Date)</p>
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Description: Limited Use Media Cards (LU)

Two (2) Year Base Term - 1 Day Passes

Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	12,000	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	12,000	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	1	EA	\$	\$
4	Hernando County Transit (The Bus)	1	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	1	EA	\$	\$
Total Extended Price (A)					\$

Two (2) Year Base Term - 3 Day Passes

Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	1	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	1	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	1	EA	\$	\$
4	Hernando County Transit (The Bus)	1	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	1	EA	\$	\$
Total Extended Price (B)					\$

Two (2) Year Base Term - 7 Day Passes

Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	1	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	1	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	1	EA	\$	\$
4	Hernando County Transit (The Bus)	1	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	1	EA	\$	\$
Total Extended Price (C)					\$

Two (2) Year Base Term - 31 Day Passes

Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	8,700	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	8,700	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	1	EA	\$	\$
4	Hernando County Transit (The Bus)	1	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	1	EA	\$	\$
Total Extended Price (D)					\$

Option Year One (1) - 1 Day Passes

Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	6,000	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	6,000	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	1	EA	\$	\$
4	Hernando County Transit (The Bus)	1	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	1	EA	\$	\$
Total Extended Price (E)					\$

Option Year One (1) - 3 Day Passes					
Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	1	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	1	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	1	EA	\$	\$
4	Hernando County Transit (The Bus)	1	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	1	EA	\$	\$
Total Extended Price (F)					\$
Option Year One (1) - 7 Day Passes					
Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	1	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	1	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	1	EA	\$	\$
4	Hernando County Transit (The Bus)	1	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	1	EA	\$	\$
Total Extended Price (G)					\$
Option Year One (1) - 31 Day Passes					
Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	4,350	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	4,350	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	1	EA	\$	\$
4	Hernando County Transit (The Bus)	1	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	1	EA	\$	\$
Total Extended Price (H)					\$

Option Year Two (2) - 1 Day Passes

Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	6,000	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	6,000	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	1	EA	\$	\$
4	Hernando County Transit (The Bus)	1	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	1	EA	\$	\$
Total Extended Price (I)					\$

Option Year Two (2) - 3 Day Passes

Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	1	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	1	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	1	EA	\$	\$
4	Hernando County Transit (The Bus)	1	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	1	EA	\$	\$
Total Extended Price (J)					\$

Option Year Two (2) - 7 Day Passes

Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	1	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	1	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	1	EA	\$	\$
4	Hernando County Transit (The Bus)	1	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	1	EA	\$	\$
Total Extended Price (K)					\$

Option Year Two (2) - 31 Day Passes

Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	4,350	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	4,350	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	1	EA	\$	\$
4	Hernando County Transit (The Bus)	1	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	1	EA	\$	\$
Total Extended Price (L)					\$

Option Year Three (3) - 1 Day Passes

Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	6,000	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	6,000	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	1	EA	\$	\$
4	Hernando County Transit (The Bus)	1	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	1	EA	\$	\$
Total Extended Price (M)					\$

Option Year Three (3) - 3 Day Passes

Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	1	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	1	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	1	EA	\$	\$
4	Hernando County Transit (The Bus)	1	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	1	EA	\$	\$
Total Extended Price (N)					\$

Option Year Three (3) - 7 Day Passes

Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	1	EA	\$	\$
	Hillsborough Area Regional Transit (HART)	1	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	1	EA	\$	\$
4	Hernando County Transit (The Bus)	1	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	1	EA	\$	\$
Total Extended Price (O)					\$

Option Year Three (3) - 31 Day Passes

Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	Pinellas Suncoast Transit Authority (PSTA)	4,350	EA	\$	\$
2	Hillsborough Area Regional Transit (HART)	4,350	EA	\$	\$
3	Pasco County Public Transportation (PCPT)	1	EA	\$	\$
4	Hernando County Transit (The Bus)	1	EA	\$	\$
5	Sarasota County Area Transit (SCAT)	1	EA	\$	\$
Total Extended Price (P)					\$

Total Price for Base Period: (A)+(B)+(C)+(D) = _____ (I)
Total Price for Option Year 1: (E)+(F)+(G)+(H) = _____ (II)
Total Price for Option Year 2: (I)+(J)+(K)+(L) = _____ (III)
Total Price for Option Year 3: (M)+(N)+(O)+(P) = _____ (IV)
GRAND TOTAL PRICE AND BASIS FOR AWARD: (I)+(II)+(III)+(IV) = \$ _____

NAME & TITLE OF OFFEROR'S REPRESENTATIVE

SIGNATURE & DATE:

 (Name & Title)

_____/_____/_____
 (Signature of Offeror's Representative) Date)

 (Offeror's Name)

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ST PETERSBURG, FLORIDA

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Retail Network Services

Item Description

- **System Design:** Non-recurring cost for activities associated with the design of the Contractor's retail network solution for the Smart Card System.
- **Integration with INIT back office system:** Non-recurring cost for integration of the Contractor's system with the Smart Card System furnished by INIT.
- **Transit Account Load Commission:** Service fee applied to the total monetary value loaded into the customer's Smart Card account.

Two (2) Year Base Term

Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	System Design	1	Lump Sum	\$	\$
2	Integration with INIT back office system	1	Lump Sum	\$	\$
3	Transit Account Load Commission	1	% of Sale	%	%
4	Other:	1	Lump Sum	\$	\$
Total Extended Price (A)					\$

Option Year One (1)					
Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	System Design	1	Lump Sum	\$	\$
2	Integration with INIT back office system	1	Lump Sum	\$	\$
3	Transit Account Load Commission	1	% of Sale	%	%
4	Other:	1	Lump Sum	\$	\$
Total Extended Price (B)					\$
Option Year Two (2)					
Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	System Design	1	Lump Sum	\$	\$
2	Integration with INIT back office system	1	Lump Sum	\$	\$
3	Transit Account Load Commission	1	% of Sale	%	%
4	Other:	1	Lump Sum	\$	\$
Total Extended Price (C)					\$
Option Year Three (3)					
Item No.	Agency	Estimated Qty (i)	UOM	Unit Price (ii)	Extended Price (i) x (ii)
1	System Design	1	Lump Sum	\$	\$
2	Integration with INIT back office system	1	Lump Sum	\$	\$
3	Transit Account Load Commission	1	% of Sale	%	%
4	Other:	1	Lump Sum	\$	\$
Total Extended Price (D)					\$

TOTAL PRICE AND BASIS FOR AWARD: (A)+(B)+(C)+(D) = \$ _____

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

SIGNATURE & DATE:

(Name & Title)

(Signature of Offeror's Representative)

____/____/____
Date

(Offeror's Name)

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

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

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REPRESENTATIONS

1. Contingent Fee

Except for full-time bona fide employees working solely for the proposer, the proposer 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.

2. Covenant Against Gratuities

The proposer represents as part of its offer that no employee, official, or member of the Authority's Board of Directors is or will be peculiarly interested or benefited directly or indirectly in this 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 Authority's Board of Directors with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of any contract resulting from the solicitation. For breach of any representation or warranty in this clause, the Authority shall have the right to annul this contract without liability and/or have recourse to any other remedy it may have at law.

3. Parent Company and Identifying Data

(a) The proposer 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 proposer. 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 proposer 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 proposer through the use of dominant minority voting rights, use of proxy voting, or otherwise.

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

(c) If the proposer 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 #:

4. Type of Business

(a) The proposer 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 firm: __ years, __ months

(d) Previous year's annual gross receipts:

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

CERTIFICATIONS

5. Certification of Independent Price Determination

(a) By submission of this offer, the proposer 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 proposer 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 proposer and will not knowingly be disclosed by the proposer 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 proposer or to any competitor; and

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

(b) Each person signing this offer certifies that:

(1) He/she is the person in the proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he 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 proposer's organization responsible within that organization for the decision as to the prices being offered herein but that he 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.

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

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

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

(ii) have not within a three-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

7. Certification of Restrictions on Lobbying

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

The purposes of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a protest is resolved, or the competitive selection process is otherwise concluded. Nothing herein shall prohibit a proposer from contacting the purchasing division or PSTA's general counsel to address situations such as clarification and/or questions related to the procurement process or protest.

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

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

8. Conflict of Interest Certification

By submission of this offer, 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 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.

9. Non-Discrimination Assurance

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

10. Disadvantaged Business Enterprise Goals

If goals have been established, by submission of this offer, the proposer 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.

**SIGNATURE BLOCK FOR ALL
 REPRESENTATIONS & CERTIFICATIONS**

NAME OF PROPOSER & ADDRESS (INCLUDE ZIP & PHONE)

Signature:

TYPE NAME:

DATE:

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

EXHIBIT B

SPECIAL SOLICITATION INSTRUCTIONS and CONDITIONS

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1. **Introduction and Purpose of Solicitation**

PSTA's Mission

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

The Pinellas Suncoast Transit Authority, one of the largest and most dynamic public transit systems in the state of Florida, providing service throughout Pinellas County, FL on the Gulf of Mexico side of the Tampa Bay region, is seeking responses from qualified candidates to provide fare media and customer order fulfillment services. This fare media shall include but not limited to:

- A. Current fare card description: Magnetic Stripe cards for bus and TVMs unloaded.
- B. Contactless media compliant with ISO 14443 and ISO 7810-ID1, Smart card for Extended Use (EU) and Limited Use Tickets (LU)
- C. Chip used MiFARE Desfire EV1(EU), MIFARE Ultralight(LU) and other media using ISO 14443
- D. Mailing of smartcards to customers location through orders from using our web portal

2. **Proposal Preparation and Format**

- (a) Proposers shall submit Original offer and one (1) CD or USB flash drive, including the exhibits and attachments listed on Page 2 of this form.
- (b) All proposal sheets and the original forms must be executed and submitted in a sealed envelope.
- (c) Unnecessarily elaborate proposals or lengthy presentations are not desired.
- (d) Proposals shall be organized as follows:
 - Section 1 Introduction of Firm and Required Submittals (Forms and Exhibits)
 - Section 2 Firms and Staff Qualifications
 - Section 3 Network Service Plan
 - Section 4 Price
 - Section 5 Exceptions
 - Section 6 Promotional Literature

(1) Section 1 – Introduction and Submittals (No Points)

A. A letter of introduction to include:

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

(2) Section 2 – Firms and Staff Qualifications (200 Total Maximum Points)

List and describe a minimum of three (3) projects/contracts awarded within the past 10 years that best reflect the Proposer's experience and expertise with projects/contracts most similar to this project. Transit-specific experience is preferred, including the following information for each project/contract listed:

- Name of project/contract and brief description
- Year completed or period of performance
- Project/contract location
- Contract title, value, and scope of proposer's work
- Client reference (Name, Title, Phone, Email)

(100 Total Maximum Points)

The Proposer shall provide information on the Principal, Project Manager, and other key personnel in the firm who will have overall responsibility for directing the work, assurance of attention to needs of this work, coordination with work by others and the Authority, and development and execution of the content of major deliverables. Also, specifically highlight each individual's experience offered, including previous role, the relevance to the implementation of the scope in this RFP. Submit one page resumes for Project Manager, and other key personnel identified in the proposal. **(100 Total Maximum Points)**

(3) Section 3 – Retail Network Service Plan (500 Total Maximum Points)

Proposals shall present an approach and plan for the full scope of all Program elements, including current and proposed retail network deployment, proposed additional outreach efforts, system integration, implementation schedule and proposed post-implementation service plan. The Proposer's approach and network service plan will be evaluated according to the following criteria:

- (a) Retail Network (Current) – proposals should describe, list, and illustrate the Contractor's network based on current merchant locations within the region. Proposer's list shall include the merchant name, address, and latitude/longitude for each merchant location that is currently included in the proposer's network. **(50 Total Maximum Points)**
- (b) Retail Network Deployment – proposals should describe in detail the merchant network that the Proposer is committed to deploying and maintaining if selected for contract award. Planned merchant outreach and recruitment efforts including businesses to be targeted and specific merchant locations should be described in detail. **(50 Total Maximum Points)**
- (c) Approach – proposals will be evaluated on and should include a detailed description of the Contractor's approach to meeting the requirements of this RFP. Components of the approach should include but not be

limited to:

- A detailed description of the cradle-to-grave flow for eFare transactions on the Contractor's network and how the Contractor's back office interfaces with the INIT eFare back office
- Fare media acquisition, packaging, and distribution
- Data and network security
- Customer privacy
- Technical approach and solution for integrating merchants that do not possess an enterprise level POS solution.

(100 Total Maximum Points)

(d) Implementation Schedule – proposals should include the Proposer's overall schedule for performing the required work. The schedule shall be sufficiently detailed to identify the design, integration, testing, and implementation activities that are required for a successful deployment of the network. **(100 Total Maximum Points)**

(e) Financial Administration – proposals will be evaluated on the Proposer's approach to managing the financial aspects of the program including but not limited to:

- eFare funds settlement, including describing the process to be followed and the frequency and timing of settlement
- Financial reporting, including a list of reports to be made available and how reports are accessed by RWG
- Network accuracy and auditability
- Verification of system controls

(200 Total Maximum Points)

(f) Technical Requirements Compliance Matrix – As part of its Technical Proposal, Proposers shall submit a completed Compliance Matrix indicating compliance with the Technical Requirements specified in this Request for Proposals. Proposers must indicate compliance with each system requirement as Fully Compliant (F) or Does Not Comply (N), as defined below. Proposers are not allowed to break out portions of the requirement to respond to individual parts of that requirement.

- Fully Compliant responses must not include comments, limitations, conditions, qualifications or explanations. Any Fully Compliant responses by the Proposer that are qualified by comments, explanations, limitations, etc. in the Compliance Matrix shall be considered non-compliant (Does Not Comply). Comment boxes shall not include other statements (e.g., N/A) if Proposer "fully complies." If Proposers are fully compliant with only part of the requirement, the correct response would be "Does Not Comply."
- Does Not Comply responses are not required to include comments in the Compliance Matrix, however proposers are encouraged to provide remarks.

The Compliance Matrix must be signed by an authorized representative of the Proposer with authority to execute binding contracts on its behalf. Additionally, each page must be initialed by the authorized representative. Proposal responses that are missing appropriate signatures and/or initials may be considered nonresponsive.

(4) Section 4 – Price (300 Total Maximum Points)

Price proposals should be submitted on the Schedule forms provided by the Authority. Pricing methodologies, other than that provided in the Schedules are highly discouraged. Requests to modify the pricing schedules 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 Schedules if changing the pricing scheme is in the best interests of the Authority.

(5) Section 5 – Exceptions (No Points)

Exceptions to, or variances from, any portion of the solicitation, including the Statement of Work, contract terms and conditions, **supplemental Contractor Agreements** etc., shall not be considered unless the Proposer specifically identifies them in this Section 6. Exceptions are, however, strongly discouraged and may not be accepted by the Authority. As with price, Proposers are strongly encouraged to contact the Purchasing Agent well in advance of the deadline for receipt of offers with any proposed changes to the Authority's terms and conditions.

(6) Section 6 – Promotional Literature (No Points)

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

3. Evaluation of Proposals and Selection Procedure

(a) Multiple awards may be made.

(B) SECTIONS 1.3, 1.4, AND 1.5 OF EXHIBIT H WILL BE EVALUATED ON PRICE ONLY. PROVIDED THE PROPOSER'S PRODUCT MEETS THE REQUIREMENTS OUTLINED IN EXHIBIT H.

(c) The Authority's Contracting Officer will appoint an Evaluation Committee to evaluate technical proposals. Technical proposals will be evaluated applying the evaluation factor(s) above.

(d) 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.

(e) 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 award a contract based on the evaluation of initial offers; or

(2) Seek clarifications and/or request the remaining Proposers 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. The Contracting Officer may then proceed directly to award a contract; and/or

(3) Determine which of the remaining offers are within the competitive range, and invite the Proposers 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 Proposer chooses not to submit a best and final offer, its initial proposal (including price) will be considered its "best and final offer." After the date and time set for receipt of best and final offers the Contracting Officer will evaluate the best and final offers and a determination for award based upon the total points for both the technical and price components of each best and final offer.

4. Evaluation of Option Pricing

(a) Failure of a Proposer to provide pricing for all "Line Items" may be cause for rejection of the proposal as unacceptable. Proposers should insert "N/C", for items provided at "no charge" to the Authority.

(b) The quantities specified in the Schedule as "Estimated" are the Authority's best estimates only and are to be used as a basis for assessing price for Sections 1.3, 1.4, and 1.5 of exhibit H, however points will be assigned and evaluated for the Retail Network Services, Section 2.1. These quantities may not necessarily be purchased during the contract term.

- (c) Also, to be eligible for award the Proposer must provide pricing for "Option Years." In evaluating and assigning price points, option pricing shall be considered.

5. Incorporation of Proposer's Proposal

The Authority reserves the right to incorporate the successful Proposer's proposal into any resulting contract, by reference or full text. This includes any revisions and supplements through the date set for submission of best and final offers, if applicable. Additionally, any modification of the otherwise successful offer prior to award of the contract, which makes its terms more favorable to the Authority, will be considered and may be accepted.

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

EXHIBIT C
SOLICITATION INSTRUCTIONS AND CONDITIONS
(REQUEST FOR PROPOSALS)

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1. Preparation of Offers

(a) Proposers are expected to examine the Schedule, solicitation instructions, Special Provisions, General Provisions, all drawings, specifications, the statement of work, and all other provisions of, and exhibits to, the solicitation, whether incorporated by reference or otherwise, prior to the submission of offers. Failure to do so will be at the proposer's risk.

(b) Each proposer shall furnish the information required by the solicitation. Proposers 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 proposer (other than an officer or a partner of the proposer) are to be accompanied by evidence of the agent's authority (unless such evidence has been previously furnished to the Authority).

(c) Pricing for the goods or services offered shall be provided by proposers in the format required by the Authority. Where goods are being offered, the prices offered shall include packing unless otherwise specified. In case of any discrepancy between a unit price and any 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 will not be considered unless specifically authorized in the solicitation.

(e) The proposer must state a definite time for delivery of goods or for performance of services unless otherwise specified in the solicitation. All measurements shall be in the system of weights and measures in common usage in the United States, and pricing shall be in U.S. dollars.

(f) In computing any period of time for the solicitation or any resulting contract, "days" means calendar days, and the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Florida holiday, in which event the period shall run to the end of the next business day.

(g) Proposers are responsible for all costs with preparing of the Proposals, participating in the RFP process. Regional Working Group shall not be responsible to any Proposer for such costs.

2. Confidential Data

Each proposer shall clearly mark each page of the offer that contains trade secrets or other confidential commercial or financial information which the proposer believes is exempt from disclosure under Chapter 119 Florida Statutes. Disclosure of information so marked will be determined by the Authority in accordance with the Florida laws, rules and regulations.

3. Explanation to Proposers

Any explanation desired by an proposer regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing from the Authority's Contracting Officer and with sufficient time allowed for a reply to reach proposers before the submission of offers. Oral explanations or instructions given before the award of any contract, at any pre-proposal conferences or otherwise, will not be binding on the Authority. Any information given to an proposer concerning an interpretation of the solicitation will be furnished to all proposers as an amendment to the solicitation, if such information is necessary to proposers in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed proposers.

4. Procurement Confidentiality

(a) Proposers are cautioned that until this solicitation is either awarded or cancelled, they may have contact only with the contact person identified in the Solicitation, Offer and Award Form. Discussions or communications regarding this solicitation with any other personnel associated in any capacity with the Authority, its consultants, contractors or members of its Board of Directors, are strictly prohibited, unless otherwise approved in writing by the Contracting Officer.

5. Pre-Proposal Conference and Questions Concerning the Solicitation

(a) A pre-proposal conference may be held for all interested parties to discuss the solicitation requirements.

(b) Questions and requests for clarification relating to this solicitation, shall be submitted in writing, to the contact person identified in Block 3 of the Solicitation Offer and Award form by mail, facsimile or commercial courier, 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 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 reach proposers before the offer submission due date and time, as required by the "Acknowledgement of Amendments to the Request for Proposals" clause.

6. 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) Proposers 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 specified for receipt of offers.

7. Submission of Offers

(a) Offers and modifications thereof shall be enclosed in sealed envelopes or sealed cartons and submitted to the Authority at the address specified in the solicitation. The proposer shall show the hour and date specified in the solicitation for receipt of offers, the solicitation number, and the proposer's name, address, and telephone number on the face of the envelope or carton.

(a) Electronic (email, facsimile) offers will not be considered unless authorized by the solicitation; however, proposers may be modified or withdrawn by written, electronic (email, facsimile) notice, provided such notice is received prior to the hour and date specified for receipt of offers.

(b) Samples of items, when required, must be 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 proposer's request and expense, unless otherwise specified in the solicitation

(c) Each copy of the offer shall include the legal name of the proposer and a statement whether the proposer is a sole proprietorship, a corporation, or any other legal entity. An offer from a corporation shall further give the state of incorporation.

8. Late Submissions, Modifications and Withdrawals of Offers

Any offer received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is the only offer received on the date specified for receipt of offers.

(a) Any modification of an offer, except a modification resulting from the Contracting Officer's request for a "best and final" offer, is subject to the same conditions as in (a)(1) and (a)(2) of this provision.

(b) A modification resulting from the Contracting Officer's request for a "best and final" offer received after the time and date specified in the request will not be considered unless received before award, and the late receipt is due solely to mishandling by the Authority after receipt at the Authority's offices.

(c) The only acceptable evidence to establish:

(1) the date of mailing of a late offer or modification sent either by registered or certified mail is the U.S. Postal Service postmark on both the envelope and wrapper and on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the offer, modification or withdrawal shall be deemed to have been mailed late. The term "postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter machine impression, that is readily identifiable without further action as having been supplied and affixed on the date of mailing by an employee of the U.S. Postal Service. Therefore, proposers should request the postal clerk to place a hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper; and

(2) the time of receipt at the Authority is the time-date stamp of the Authority on the offer wrapper or other documentary evidence of receipt maintained by the Authority.

(3) the date of mailing of a late offer, modification, or withdrawal sent by U. S. Postal Service Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U. S. Postal Service. "Postmark" has the same meaning as defined in paragraph (d)(1) of this provision. Therefore, proposers should request the postal clerk to place a legible hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper.

(d) Notwithstanding (a), (b), and (c) of this provision, a late modification of an otherwise successful offer which makes its terms more favorable to the Authority will be considered at any time it is received.

(e) Offers may be withdrawn by written notice received in accordance with § 3-203.11 (Modification or Withdrawal of Proposals).

9. Authority-Furnished Property

No material, labor, or facilities will be furnished by the Authority unless otherwise provided for in the solicitation.

10. 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.

11. Award of Contract

(a) The contract will be awarded by PSTA Board of Directors to that responsible responsive proposer selected as the most highly qualified and who, upon the request of the Contracting Officer, submits pricing that is determined to be fair and reasonable. Award of this contract will only be made to the Proposer which is responsive in all respects to the RFP requirements, and where the Proposer is determined to be a responsible Proposer, a determination that shall be

made solely at the discretion of PSTA. The Proposer affirms and declares:

- A) The Proposer has the capacity to do business within the State of Florida.
- B) The Proposer has the capability to assure completion of the required services within the time specified under this contract.
- C) The Proposer presently has the necessary facilities, financial resources and licenses to complete the contract in a satisfactory manner and within the required time.
- D) The Proposer is of lawful age and that no other person, firm or corporation has any interest in this proposal or the contract proposed to be entered into.
- E) The Proposer is not in arrears to the Pinellas Suncoast Transit Authority upon debt or contract and is not defaulting as surety or otherwise, upon any obligation to the Pinellas Suncoast Transit Authority.
- F) No member, officer, or employee of PSTA during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- G) To be "qualified" by PSTA, the Proposer must have all State and Local licenses as legally required that are necessary to perform and complete the work as called for herein.
- H) The Proposer is not on the Comptroller General's list of ineligible Providers.

RIGHTS OF PSTA IN REQUEST FOR PROPOSAL PROCESS

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

- Disqualify any Proposer in accordance with Instruction to Proposers
- Reject any or all of the Proposals, in its sole and absolute discretion
- Remedy errors in the RFP
- Cancel the entire RFP
- Issue subsequent RFP
- Rank firms and negotiate with the highest ranking firms
- Select the proposal(s) it believes will serve the best interest of PSTA
- Appoint evaluation committees to review Proposals
- Seek the assistance of outside technical experts to review Proposals
- Approve or disapprove the use of particular Subcontractors and Suppliers
- Establish a short list of Proposers eligible for discussions after review of written Proposals
- Solicit best and final offers (BAFO) from all or some of the Proposers
- Determine whether or not a Proposer is a responsible Proposer
- Reject any part of a proposal
- Negotiate with any, all, or none of the Proposers
- Award a contract to one or more proposers
- Accept other than the lowest priced Proposal
- Request any necessary clarifications or proposal data without changing the terms
- Disqualify the Proposal(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer(s)
- Waive any informalities or irregularities in any Proposal, to the extent permitted by law
- Make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation

This RFP does not bind or commit PSTA to enter into a contract with any of the Proposers and does not create any property interest or expectation of any award.

(b) The Authority may accept any item or group of items of any offer, unless the proposer 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 proposer specifies otherwise in the offer.

(c) A written award (or acceptance of offer) which is mailed, sent electronically, or otherwise furnished to the successful proposer within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract without further action by either party.

(d) The Authority may award a contract based on the initial price received from the highest evaluated proposer 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.

12. Cancellation of Solicitation

This solicitation may be cancelled by the Authority before or after receipt of offers or proposals (as applicable) in the sole discretion of the Authority.

13. Access to Records

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

14. Omission

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

15. Code of Ethics

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

16. Public Entity Crimes

In accordance with Section 287.133, Florida Statutes, a 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 a proposer, supplier, subproposer, 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 287.0 17 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

17. Protest Procedures

- A. Right to Protest – Any Interested Party, defined as a party that is an actual or prospective bidder or offer or whose direct economic interest would be affected by the award or failure to award the contract at issue. (does not include subcontractors), who has submitted a timely bid or proposal in response to a PSTA 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, shall submit a written Notice of Protest with PSTA's CEO/ED. The Notice of Protest must be signed by the person who signed the bidder's or proposer's response to PSTA's procurement solicitation and be submitted within seventy-two (72) hours after the issuance of the notice of PSTA's decision or intended decision. The Notice of Protest shall state with particularity the name and address of the protesting party and its relationship to the procurement sufficient to establish that the protest is being filed by an Interested Party. If the Notice of Protest is submitted electronically, the protester must submit a hard copy to PSTA's CEO/ED within twenty-four (24) hours of submitting the electronic copy. The protester shall file a formal written protest within ten (10) days after the date of the submittal of the Notice of Protest. The formal written protest shall state with particularity the identity of the contact person for the protester, including name, title, address, telephone, fax, and email address; identification of the procurement; the basis of the protest, including the facts and law upon which the protest is based; a statement of the specific relief requested; and a notarized affirmation by the protester (if an individual) or by an owner or officer of the protester (if not an individual) as to the truth and accuracy of the statements made in the protest submittal; and providing any supporting documentation. If the formal written protest is submitted electronically, the protester must submit a hard copy of the executed formal written protest to PSTA's CEO/ED within twenty-four (24) hours of submitting the electronic copy unless the CEO/ED waives such requirement. Failure to file a Notice of Protest or failure to file a formal written protest within the time periods set forth above shall constitute a waiver of protest.
- B. Providing a Bond – Any firm or person who files a protest shall file with PSTA, at the time of filing the formal written protest, a bond payable to PSTA in an amount equal to one percent of the estimate of the total value of the contract or \$5,000, whichever is less. Such bond shall be conditioned upon payment of all costs which may be adjusted against the protestor upon the conclusion of the protest proceedings. If the protest determination is not in favor of the protester, PSTA shall recover all costs, damages and charges incurred by it during the protest, excluding attorneys' fees. Upon payment of such costs and charges by the person or firm protesting the decision or intended decision, the bond shall be returned.
- C. Consideration of Protest – PSTA's CEO/ED will consider all protests of a PSTA decision or intended decision concerning a bid solicitation or a contract award where the protestor has complied with the requirements of subsections A and B of this Section. When the CEO/ED is a member of the committee that makes a recommendation or intended decision, the CEO/ED shall designate a Department Director to consider the protest. The CEO/ED or his/her designee shall not consider any protest presented orally, not presented in a manner complying with section 5.03.A., or not presented within the time limits set forth in section 5.03.A. The CEO/ED or his/her designee shall ordinarily provide the protestor and all other bidders with a written determination of the protest within fifteen (15) days of receiving a formal written protest that meets all of the requirements of section 5.03. The CEO/ED may gather additional information, including but not limited to, information from witnesses, or may request additional information from the protestor if he/she deems it necessary or appropriate in rendering a decision on the protest. The CEO/ED may extend the determination period if additional time is required to gather and evaluate information necessary for the decision or for other good cause. The CEO/ED's or his/her designee's decision is final. The CEO/ED or his/her designee may provide an opportunity to resolve the protest by mutual agreement between the parties within seven days, excluding Saturdays, Sundays and legal holidays, of PSTA's receipt of the formal written protest.
- D. Stay of Procurement During Protests – There shall be no stay of the bid process or the procurement during protests.
- E. Notice to Bidders – Bid tabulations with recommendations will be posted on a bulletin board maintained at PSTA's principal place of business for purposes of posting bid tabulations. Upon receipt of a formal written

protest, PSTA will give notice of the protest to all bidders, or if the bid already was awarded at the time the protest was filed with PSTA, only to the successful bidder. When a protest results in a delay of an award of the contract pending the disposition of the protest, the bidder or bidders whose bids might become eligible for award will be requested, before expiration of the time for acceptance of their bids (with consent of sureties, if any) to extend the time for acceptance so as to avoid the need for re-advertisement and re-bidding.

- F. Reconsideration of Determination – Any protestor may submit a request for reconsideration within seven (7) days of the written determination only if data or information becomes available that was not previously known or available to the protester prior to the written determination of the protest, 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 have another five (5) days to issue a determination on the request for reconsideration.

EXHIBIT D
SPECIAL PROVISIONS

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1. Type of Contract

(a) This is a fixed price indefinite quantity, indefinite delivery contract for the supplies and/or services specified elsewhere in the contract. The quantities of supplies and services specified are estimates only and are not purchased by this contract.

(c) Except for any limitations on quantities, which may be specified elsewhere in this contract, there is no limit on the number of orders that may be issued.

(d) Orders issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Authority's rights and obligations with respect to that order, to the same extent as if the order were completed during the contract's effective period.

2. Ordering

(a) Any supplies and services to be furnished under this contract shall be obtained by the issuance of orders. The Contracting Officer and his 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.

(c) If mailed, an order is considered "issued" when the Authority deposits the order in the mail.

(d) Additionally, orders may be issued by telephone followed by a written order, by electronic mail with an attached order, or by facsimile.

(e) Individual purchase orders will be issued for each requirement. The purchase order will contain at a minimum:

- (1) Item Number
- (2) Description
- (3) Quantity
- (4) Numbering Sequence

3. Delivery

Cards will be delivered within 8 weeks after placement of order. The packing slip shall contain the purchase order number. Orders will be delivered to either of the following addresses as indicated on the Purchase Order.

HART (Hillsborough Transit Authority)

Attn: Emmanuel Nunez
4305 East 21st Ave.
Tampa, FL 33605
Receiving hours are from 8:00 am to 4:00 p.m., Monday through Friday.

HART (Hillsborough Transit Authority)

Attn: Emmanuel Nunez
1201 East 7th Ave.
Tampa, FL 33605
Receiving hours are from 8:00 am to 4:00 p.m., Monday through Friday.

PSTA (Pinellas Suncoast Transit Authority)

Attn: Shpresa Zenku
3201 Scherer Drive N
St. Petersburg, FL 33716
Receiving hours are from 8:00 am to 4:00 p.m., Monday through Friday.

PCPT (Pasco County Public Transportation)

Attn:
38053 Live Oak Avenue
Dade City, FL 33523
Receiving hours are from 8:00 am to 4:00 p.m., Monday through Friday.

LAMTD (Lakeland Area Mass Transit District)

Attn:
1212 George Jenkins Blvd.
Lakeland, FL 33815
Receiving hours are from 8:00 am to 4:00 p.m., Monday through Friday.

PCBOCC (Polk County BOCC)

Attn: **Fleet Management Division**
PO Box 9005, DR AS03
Receiving hours are from 8:00 am to 4:00 p.m., Monday through Friday.

Hernando County

Attn: **Vera Matthews General Manager**
1525 E Jefferson
Brooksville FL 64601
Receiving hours are from 8:00 am to 4:00 p.m., Monday through Friday.

MCAT

Attn: **Kevin Hoyt, Operations Chief**
1108 26th Ave East
Bradenton, FL 34208
Receiving hours are from 8:00 am to 4:00 p.m., Monday through Friday.

4. 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.

5. Term of Contract

The term of contract shall be for two (2) years from award of contract, with three (3) one year options not to exceed five (5) years.

6. Exercise of Option

- (a) The Authority may exercise the option listed on the Schedule 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 60 days before the contract expires. The preliminary notice does not commit the Authority to an extension, and any absence of notice shall not affect the validity of any exercise of the option to extend the term of this contract.
- (b) If the Authority exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years from contract award.

7. Invoicing and Payment

The Contractor may offer a cash discount for prompt payment.

Invoices may be submitted once per month and shall conform to policies or regulations adopted from time to time by the Authority. 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.

Subject to the withholding provisions of the contract, payment shall be made after the Authority's receipt of a properly prepared invoice, in accordance with the Prompt Payment Act

Invoices shall be paid within forty five (45) days of the Authority's receipt of a proper invoice. To ensure timely processing of payments, all invoices must be sent to the attention of Accounts Payable by mail or by email. The Agencies' addresses and email addresses are listed below.

HART (Hillsborough Transit Authority)
Attn: Accounts Payable
4305 East 21st Ave.
Tampa, FL 33605

HART (Hillsborough Transit Authority)
Attn: Accounts Payable
1201 East 7th Ave.
Tampa, FL 33605

PSTA (Pinellas Suncoast Transit Authority)
Attn: Accounts Payable or AccountsPayable@psta.net
3201 Scherer Drive N
St. Petersburg, FL 33716

PCPT (Pasco County Public Transportation)
Attn: Accounts Payable
38053 Live Oak Avenue
Dade City, FL 33523

LAMTD (Lakeland Area Mass Transit District)
Attn: Accounts Payable
1212 George Jenkins Blvd.
Lakeland, FL 33815

PCBOCC (Polk County BOCC)
Attn: Accounts Payable
PO Box 9005, DR AS03

Hernando County

Attn: Accounts Payable
1525 E Jefferson
Brooksville FL 64601

MCAT

Attn: Accounts Payable
1108 26th Ave East
Bradenton, FL 34208

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.

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

8. Insurance Requirements

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

- "A - Excellent: FSC VII."

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

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

(c) To document required insurance is in effect, Certificates of Insurance shall be provided to PSTA during the life of the contract or work performed. No work shall commence under the Contract unless and until the required Certificates of Insurance are provided and approved by PSTA. The required certificates shall be supplied with your proposal, on or within seven (7) calendar days of the Authority's request.

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

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

Should at any time the Contractor not maintain the insurance coverages required of it, PSTA may either cancel or suspend delivery of goods or services as required by Contractor/Vendor or, at its sole discretion, shall be authorized to purchase such coverage and charge the Contractor/Vendor for such coverages purchased. PSTA shall be under no obligation to purchase such insurance or be responsible for the coverages purchased or the responsibility of the insurance company/companies used. The decision of PSTA to purchase such insurance coverages shall in no way be construed to be a waiver of its rights. Contractor/Vendor is responsible for providing or requiring the same insurance and conditions for any subcontractors utilized for this project.

Notices and Certificates shall be issued to:

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

(f) Except for workers' compensation coverage and professional liability coverage, the Contractor/Vendor's policies shall be endorsed to name the Hillsborough Transit Authority (HART), Pinellas Suncoast Transit Authority (PSTA), Pasco County Public Transportation (PCPT), Sarasota County Area Transit (SCAT), Hernando County Transit (The Bus), as members of the Regional Working Group (RWG), as an additional insured to the extent of their interests arising from this agreement, contract or lease.

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

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

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

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

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

- \$1,000,000 each occurrence for bodily injury and property damage
- \$1,000,000 general aggregate (Per Job – Projects over \$100,000)
- \$1,000,000 products completed operations aggregate
- \$1,000,000 personal & advertising injury

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

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

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

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

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

OTHER PROVISIONS *in this section, only those that have a check mark are required*

Project Specific Aggregate/Per Job Aggregate/Per Location Aggregate

Provides that the General Aggregate applies separately to the project under contract.

Waiver of Subrogation

All of Contractor/Vendor's insurance policies, except Professional Liability, will waive rights of recovery against the RWG.

Professional Liability/Errors & Omissions Liability

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

- \$1,000,000 Limit Per Occurrence

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

Pollution/Environmental Impairment Liability Coverage

Pollution/environmental Impairment Liability Insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract. The coverage period shall be extended beyond the date of the completed project, until the expiration date of the performance bond. If claims-made the retro date shall be prior or equal to the effective date of the contract. The coverage shall include a "tail" or discovery, or continuous renewal of coverage for a period of 3 years following the completion of the project. Coverage will be provided for non-owned disposal sites utilized for this project.

- \$1,000,000 Limit Per Occurrence

Builder's Risk:

Builder's Risk Insurance is to be purchased to cover subject property under construction for special perils of loss (including wind, theft and sinkhole). Coverage shall include:

- No coinsurance.
- On-site and off-site storage.
- Transit and installation risks, if such coverages are not separately provided.
- Flood: If property being constructed is located in a Special Flood Hazard Area (SFHA) or flood risk exists, flood insurance must be provided to be provided.
- Deductible: the Contractor/Vendor is responsible for any applicable deductibles.
- Insured Parties: the Builder's Risk Insurance is to be endorsed to cover the interest of all parties, including the agency and all contractors and subcontractors.
- Waiver of Occupancy Endorsement: coverage should be continued if the agency occupies or partially occupies the facility under construction during such activity.
- Machinery/Equipment Endorsement: when the Contract calls for the installation of machinery or equipment, coverage must be provided during transit, installation, and testing.
- Installation Floater Coverage: insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor/Vendor, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

Cyber Liability

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

- \$1,000,000 per occurrence.

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

If work includes systems or other design work, Professional Liability/Errors & Omissions Liability shall also be provided.

✓ **Crime/Employee Dishonesty/Employee Fidelity Bond Coverage**

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

□ **Garage Liability Coverage**

Garage Liability Insurance is to be purchased to cover the Contractor/Vendor and its employees for its garage and related operations while PSTA’s vehicles are in the care, custody and control of Contractor/Vendor.

Garage Liability coverage may be provided in place of Automobile and General Liability coverages, but shall have equal coverage provisions in favor of the PSTA.

Limits of Liability	
Bodily Injury & Property Damage Liability	
Each Occurrence	\$3,000,000

□ **Garagekeepers’ Coverage (Legal Liability Form)**

Garagekeepers’ Liability Insurance is to be purchased to cover the Contractor/Vendor’s liability for damage or loss, including comprehensive and collision risks, to PSTA’s vehicles while in the care, custody, and control of the Contractor/Vendor.

Limits of Liability – Equal to full value of vehicles and equipment.

9. Contract Identification Number

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

EXHIBIT F
GENERAL PROVISIONS
(SERVICES CONTRACT)

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1. Definitions

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

(a) The term "the Authority" means the Pinellas Suncoast Transit Authority or PSTA; and the term "duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized in writing to act for the Authority.

(b) The term "Contracting Officer" means the person administering this contract on behalf of the Authority or his duly appointed successor; and the term includes, except as otherwise provided in this contract, the authorized representative of the Contracting Officer acting within the limits of his authority.

(c) In computing any period of time established under this 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.

(d) The term "Contract Documents" shall mean and refer to the RFP and all schedules and exhibits attached thereto including all duly executed and issued addenda, Supplier's Best and Final Offer (BAFO) and Supplier's Response

2. 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, 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 this contract. No provision of this contract shall be for the benefit of any party other than the Authority and the Contractor.

3. 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.

4. 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 this 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, be adjusted. The Contractor shall not be required to employ any Subcontractor, other person or organization against whom Contractor has reasonable objection.

(c) 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.

5. Compliance with Public Records Law

Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Supplier on behalf of PSTA, Supplier shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by PSTA to perform the work contemplated by this Agreement; (b) upon request from PSTA's custodian of public records, provide PSTA with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Supplier does not transfer the records to PSTA in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if PSTA, in its sole and absolute discretion, requests that all Public Records in possession of Supplier be transferred to PSTA, Supplier shall transfer, at no cost, to PSTA, all Public Records in possession of Supplier within thirty (30) days of such request or (ii) if no such request is made by PSTA, Supplier shall keep and maintain the Public Records required by PSTA to perform the work contemplated by this Agreement. If Supplier transfers all Public Records to PSTA pursuant to (d)(i) above, Supplier 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 Supplier keeps and maintains Public Records pursuant to (d)(ii) above, Supplier 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 Supplier 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 Supplier is acting on behalf of PSTA.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number: _____ **E-mail address:** _____

Mailing address: _____

6. Standards of Performance

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

7. Changes

(a) The Contracting Officer may, at any time, by written order, make changes within the general scope of the contract in the services to be performed. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Contractor of the notification of change unless the Contracting Officer grants a further period of time before the date of final payment under the contract.

(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 Authority.

8. 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 may determine to be appropriate for the convenience of the Authority.

(b) No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension or delay, but not later than the date of final payment. No part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this clause.

9. Excusable Delays

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from (1) acts of God or of the public enemy, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) severe weather events directly affecting the performance under the contract. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is not caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless -

- (1) the subcontracted supplies or services were obtainable from other sources;
- (2) the Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(c) 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 delivery schedule shall be revised, subject to the rights of the Authority under the Termination Clause of this contract.

10. 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 this contract shall be and remain the property of the PSTA and shall be delivered to PSTA upon 30 days notice by 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 this contract, contractor or subcontractor hereby assigns 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 into the project, the intellectual property must be identified in the 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 on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the contractor. Upon contract award, the contractor or contractor shall grant PSTA a non-exclusive, royalty free license to use any of the contractor's/contractor's Background IP delivered to PSTA for the purposes contemplated by the contract.

11. 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 Authority 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 this 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 this contract.

(b) If the Contractor submitted certified cost or pricing data in connection with the pricing of this contract or if the Contractor's cost of performance is relevant to any change or modification to this contract, the Authority 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 this contract, except that:

- (1) if this 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 final settlement or final decision or judgment in any litigation; and

(2) records which relate to appeals under the Disputes Clause of this contract or litigation, or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been resolved.

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

12. 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 this 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 contract requirements, the Authority may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. 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 and (2) reduce the contract price to reflect the reduced value of the services performed.

(e) If the Contractor fails promptly to perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Authority may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Authority that is directly related to the performance of such service or (2) terminate the contract for default or (3) reduce the contract price for the work not done by Contractor.

13. 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 this 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 this 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.

14. 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 this contract including, but not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

15. Compliance with the Law

The Contractor shall perform all work hereunder in compliance with all applicable federal, state, and local laws and regulations. The Contractor shall use only licensed personnel to perform work required by law to be performed by such personnel.

16. Federal, State, and Local Taxes

The contract price includes all applicable federal, state, and local taxes and duties. 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.

17. Publicity Releases

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this 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.

18. Removal of Contract Personnel

(a) The Contractor and any subcontractor acknowledge that any person assigned to work under this contract must perform their duties so as to not unduly impair contract performance. By assigning a person to work under this 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 sole discretion, to be negatively effecting 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 an employee is to be removed, the Contractor agrees to remove immediately 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.

19. 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.

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

20. Soliciting or Accepting Gifts

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

21. Prohibited Interest

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

22. Termination

(a) Termination for Convenience: For and in consideration of an additional \$10.00, notwithstanding any provision herein, PSTA may terminate this contract by written notice, in whole or in part. If this contract is terminated, PSTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination and in accordance with the contract.

(b) Termination for Default: If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Authority may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If the Contractor defaults in performance of this contract PSTA has the right to withhold the disputed amounts.

(c) Opportunity to Cure: The Authority in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

(d) If Contractor fails to remedy to the Authority's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within ten (10) days after receipt by Contractor of written notice from the Authority setting forth the nature of said breach or default, the Authority shall have the right to terminate the contract without any further obligation to 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.

(e) If it is later determined by the Authority that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Authority, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(f) 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.

23. Resolution of Contract Claims, Disputes

(a) Claims and Disputes Authority to Resolve. All claims or disputes by a Contractor against the Authority relating to a contract shall be submitted in writing to the Contracting Officer for a determination.

(b) Definition. Claims and disputes include controversies arising under a 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 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) Reasons 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 know 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 and the Contractor will be considered to have waived any such Claim or Dispute.

(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 decision 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 of Claim or Dispute and shall mail to the contractor. The decision shall state the reasons for the decision reached.

24. Appeal of Contract Claims or Disputes

(a) Appeal. The CEO or CEO's designee's decision shall be final and conclusive unless within five (5) days of receipt of the decision the contractor delivers a written appeal to the CEO or CEO's designee.

(b) Requirements of the Appeal. The Formal Written Appeal of the Claim or Dispute shall include at a minimum:

- (1) the Formal Written Appeal shall be titled "Formal Written Appeal of the 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 appeal;
- (6) requested relief;
- (7) the Appeal of the claim or dispute must demonstrate how the contractor has been aggrieved as a result of the Authority's decision and shall include the facts, argument(s), and the law upon which the appeal is made; and
- (8) documents to substantiate the basis or ground for the claim or dispute.

(c) Delivery of Appeal. Notice of Appeal of a Claim or Dispute under this Subsection shall be sent via hand delivery or certified mail. **Electronic forms of delivery are not an acceptable means of delivery.** The claimant is solely responsible for verifying that the written appeal was received in a timely manner. Written appeals should be addressed to:

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

(d) Failure to submit a timely Appeal. Failure to submit the Appeal within five (5) days of the receipt of the determination will result in the appeal being rejected by the Authority without further consideration.

(e) Review of Appeal. The CEO or CEO's designee may review the Appeal.

(f) Administrative Remedies. This process is considered to be an administrative remedy and all contractors agrees to exhaust its administrative remedies under the Authority policies prior to seeking judicial relief of any type in connection with any matter related to the contract claim or contract dispute.

25. Assignment

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the prior written consent of the Contracting Officer. In addition, any and all successors or assigns of the contractor whether by sale or merger or otherwise shall be approved in writing by PSTA prior to working on this contract.

26. 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: (a) the Schedule; (b) Special Solicitation Instructions and Conditions; (c) Solicitation Instructions and Conditions; (d) Special Provisions; (e) General Provisions; (f) other provisions of the contract whether incorporated by reference or otherwise; and (g) the specifications or statement of work.

27. Governing Law

(a) The work done by the selected contractor in response to the request for proposals shall be in complete compliance with all applicable Federal, State and Local Laws and their respective rules and regulations. This compliance shall be at the Contractor's expense.

(b) 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.

(c) If any provision of the contract is found to be invalid or unenforceable, the remaining provisions shall not be impaired.

**PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)
ST. PETERSBURG, FLORIDA
EXHIBIT H
STATEMENT OF WORK**

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PART 1: Fare Collection System – Fare Media

1.1. PURPOSE

The purpose of this RFP is for the procurement of fare media and customer order fulfillment services. This fare media shall include but not limited to:

- A. Current fare card description: Magnetic Stripe cards for bus and TVMs unloaded.
- B. Contactless media compliant with ISO 14443 and ISO 7810-ID1, Smart card for Extended Use (EU) and Limited Use Tickets (LU)
- C. Chip used MiFARE Desfire EV1(EU), MiFARE Ultralight(LU) and other media using ISO 14443
- D. Mailing of smartcards to customers location through orders from using our web portal

1.2. OVERVIEW

HART, PSTA, PCPT, SCAT, and The Bus, members of the Regional Working Group (RWG) procured and is implementing a new electronic fare collection system which will replace the mag card system with contactless smart cards and mobile ticketing. The system integrator, Innovations in Transportation (INIT), is under contract to design and deliver a complete system in Summer 2018.

The new smart card system will be account-based using primarily RWG-issued ISO 14443-compliant Mifare Desfire EV-1 256B cards encoded with an INIT-licensed software authentication application and encryption keys as credentials for accessing customer transit accounts residing in the fare collection system's central data system. ISO 14443-compliant contactless smart cards MIFARE Ultralight and other media issued by others, such as employers and schools, may also be accepted for transit use subject to advance approval by RWG.

The mobile ticketing sales component of the system will be provided by Bytemark, under subcontract to INIT. Customers with smart phones will be able to download an application which enables them to purchase any of the RWG fare products. The purchased product can then be activated and displayed on the smart phone screen, with text for visual verification and bar code for electronic validation.

Purchasing product, reloading/add value to fare media will be possible via a number of venues. These include:

- Online at the RWG e-commerce website, via individual customer, institutional and corporate web portals
- Customer service windows at the transit center, via customer service web portal
- Retail Network

One advantage of the new system over the old will be the ability of customers to purchase new product online, via mobile app or at a retail outlet and have it immediately available for use on RWG System. The customer can use either a personal smart phone or a personal reusable smart card as a credential to the customer's account.

Other equipment available on buses and transit centers are GFI Genfare CENTSaBILL Fareboxes with TRIM (Ticket Reader/Issue Machine) Model 2 and swipe readers. Transit centers and stations are equipped with GFI Genfare Ticket Vending Machines (TVM) with TRIM model 2 and model 3. We will be ordering for time-based product of 1-Day, for buses and TVMs.

1.3. MAGNETIC STRIPE CARDS

A. GENERAL: The magnetic stripe on the fare card shall be placed in the proper position in order to be read by the GFI fare collection/vending equipment. The magnetic stripe will be encoded to reflect the type of card and fare. Compliance with the strength and criteria of the GFI GENFARE specifications is required (**See Attachment 1 to Exhibit H "Compliance Matrix"**).

B. TECHNICAL SPECIFICATIONS: Encoding of magnetic stripe on passes shall comply with GFI GENFARE Technical Specifications for Magnetic Stripe Tickets found in GFI GENFARE Document 1002FE-C, Revised 1/13/91.

1. All Fare Cards will contain a 10 year expiration date. Any cards expiring prior to 10 years will be returned and replaced at printer's cost.

2. ITEM #01 NON-ENCODED STOCK: 7 Mil Thermal Paper, Trim (Fare Box) issued fare cards, printing HART 2/1 PMS Violet/Black; Streetcar 4 color process.
3. ITEM #02 NON-ENCODED STOCK: 10 Mil Thermal Polyester TVM issued fare cards, printing 2/1 PMS Black/Pantone 3125.
4. ITEM #03 through ITEM #11 and ITEM #13 through ITEM #16 PRE-ENCODED STOCK: 10 Mil Thermal Polyester, pre-encoded for the type of card required.
5. ITEM #12 PRE-ENCODED STOCK: 10 Mil Thermal Paper, Courtesy/1-Ride fare cards, Pre-encoded for 1-Ride required, printing 2/1 PMS Black/Pantone 298.
6. ITEM #01 through ITEM #16 SIZE:3.375"H X 2.125"W
7. ITEM #1 through ITEM #16 DIAGONAL CUT: All cards, encoded and non-encoded, will have a diagonal cut at the upper left corner of the card front.
8. ITEM #03 through ITEM #11: One PMS color/front, Black Print/back. Each card will have a unique front color. The card will be printed with the type of fare the card is valid for.
9. ITEM #13 and ITEM #14: 4 Color Process
10. ITEM #15: 2/1 PMS Black/Pantone 541 and 136 bleed on front only ITEM #16: 4 Color process

C. ARTWORK: Art will be sent via email or transferred via File Transfer Protocol (FTP) ITEM #02 through ITEM #16. See below for current artwork.



D. NUMBERING: The finished passes shall be guaranteed consecutively numbered one time on card, in black. The numbering will be a (6) six or (7) digit field and will be located on the back of the card. HART will provide the numbering sequence at the time the order is placed. An exact number count will be required with a report on all numbers printed submitted to HART. **Trim (Fare Box) issued fare cards do not require numbering.** At some time within the contract period there may be the need to make

changes to the fare pass design or language.

NOTE: Each pass will have a unique design on the front and unique wording on the back relating to the value and designation of that pass. (See Attachment 2 to Exhibit H)

E. PACKAGING

1. ITEM #03 through ITEM #16 Pre-encoded fare cards shall be packaged 1000 per box. Fare cards will be shrink wrapped in quantities of 10 for HART 1-Day Passes ITEM #03 through ITEM #06 with the highest number displayed (IE: 10, 20, 30, 40, etc.). All other fare cards ITEM #07 through ITEM #11 and ITEM #13 through ITEM #16 will be shrink wrapped in quantities of 25 with the highest number displayed (IE: 25, 50, 75, 100, etc.). Each box of 1,000 shall be secured with heavy duty tape and production date will be stamped on the outside of the box. Boxes of 1,000 shipped in cartons shall be secured with heavy duty security tape or bands to ensure the integrity of the contents, and to deter theft during shipment. The contractor may be held liable for retail value of fare cards lost during shipment due to poor packaging.
2. ITEMS #1, 2 and 12: these fare cards do not require shrink wrapping. ITEM #1 and ITEM #12 will be packaged in boxes of 2,000.

F. ORDERING

1. Ordering: Individual purchase orders will be issued for each requirement. The purchase order will contain at a minimum:
 - a. Item Number
 - b. Description
 - c. Quantity
 - d. Numbering Sequence

G. RUSH ORDERS

ITEM #184-9 "Break in Production": During the span of the contract, HART will have a need to print fare cards quickly. The printer will need to make all possible efforts to accommodate rush orders for HART with, if need be, a "Break in Production

1.4. EXTENDED USE MEDIA (EU)

- A. RWG must be able to print additional text and image data 16 on the card, including but not limited to card sequence number, organizational logo, and cardholder's photograph.
- B. Extended used cards (EU) are non-personalized cards and shall be produced with graphics/text on both the card front and card back. Final design will be established following award and as part of design proofing activities.
- C. Attributes for fare media:
 1. Printed front
 2. Printed back

3. Card No. Mfg. No.,3-Digit Security code
4. Security Code Scratch-off covering

D. Chip Specification: MIFARE Desfire EV1 256B or approved equal.

E. General physical characteristic requirements for EU media:

1. Card shall be compliant to ISO 7910 ID-1 for size
2. Shall be boxed in quantities of 500.
3. Antenna – Printed
4. Cards must be produced using Hot-Lamination process where different card layers are uniformly bonded using appropriate lamination process consisting of pressure, heating cycle and cooling cycle.
5. Physical card body must be constructed with appropriate material for a durable useful life of minimum ten (10) years.

F. Compliance:

1. Contactless media compliant with ISO 14443 and ISO 7810-ID1
2. RWG has an interoperable automated fare collection System based on an account- based architecture that accepts range of fare media including but not limited to ISO/IEC- 14443 compliant contactless media smartcards, stickers and wearables. INIT will provide the specification for the smartcard, and associated contactless interface, to be used for fare payment within the eFare system.

1.5. LIMITED USE MEDIA (LU)

A. RWG wants the vendor to provide “Limited” use Smart Card options that can be sold at any RWG approved outlet. The “Limited” use Smart Card options should be “Time based Products”.

B. Limited use media (LU) is for the use for over-the-counter sales at third party agencies. LU will be used for the sale of 1-Day passes and 31-day passes. The RWG reserves the right to add or discontinue products depending the need of the region. The LU media shall be fanfold and pre-encoded for a Time Based product.

C. Attributes for Fare Media

1. Encoded fare category, for example, 1-Day, 31-Day
2. Printed front
3. Printed back
4. Card No., Mfg. No.

D. Chip Specification: MIFARE Ultralight or its equivalent

E. General physical characteristic requirements for LU media:

1. Paper
2. Fan fold – Stacks of 1,005 perforated cards; folded every third card
3. Card Thickness: 14 mil; +/- 0.03 mil
4. Card size: 33/8 X 21/8 in.
5. Antenna – Printed
6. The physical card body must be constructed with appropriate material for durable useful life

(in use, not storage) of minimum six (6) months.

Final design will be establish following award and as part of design proofing activities.

1.6. CARD FULFILLMENT

The RWG have an e-commerce website, via individual customer, institutional and corporate web portals with the option to order Extended Use(EU) media with no value or product. The proposer shall provide a plan to fulfill EU media order to individual customer, institutional and corporate.

1.7. INVENTORY MANAGEMENT

Accompanying every batch of delivered media, the Contractor(s) shall provide an electronic file listing each card's Unique Identifier (UID), printed card number, encoded card number, manufacturing number, and any other salient characteristics, such as the encoded fare category (e.g., 1-Day, 31-Day) to be further defined following award. The file format for the electronic inventory shall be Excel and supplied on a password protected CD or flash-drive with the shipment. This electronic file will be imported into the Flamingo® central system as the received inventory of fare media. In addition, the electronic file will be used to verify that the quantity of delivered cards matches the number of entries in the electronic file.

1.8. MEDIA AND MAGNETIC STRIPES ORDERING REQUIREMENTS

- A. Contractor shall provide a mechanism for placing media orders in a secure manner such as web-based interface or email. Only authorized individuals shall be allowed to place orders, per fare media type (LU and EU) with the Contractor(s). Once an order is placed, there shall be a confirmation that the order has been received, with a corresponding reference number to use for order inquiries, status, etc. If required, the Contractor(s) shall provide artwork/graphic proof for approval prior to shipping.
- B. Each RWG Members and retailers shall be responsible for ordering their respective media. The RWG expects the contractor(s) to establish accounts with each authorized entity responsible for placing orders.
- C. (EU and LU): The Contractor(s) providing this media shall establish an account with RWG to place orders for all non-retail Flamingo® media. RWG members plan to place orders for non-retail media approximately every four (4) to six (6) months and store media in a secure, climate-controlled location. All non-retail EU and LU shall be shipped on pallets with each box number labeled with black permanent marking pen or affixed printed label on the top of the box. The box numbers shall be large, at least three (3) inches in height or a font size of approximately 300. Individual stacks and roles of media shall be bound by shrink-wrap or other approved packaging to protect media from moisture and for ease of handling.
- D. RWG reserves the right to add agencies and retailers as needed. Contractor(s) shall establish accounts with each authorize entity for placing orders.
- E. RWG cannot specify a minimum order quantity for each card type as card usage varies considerably during the year and certain card types may be discontinued over the next five years.
- F. Contractor must have the ability to produce and deliver all orders (both large orders and small orders) within a 6 to 8-week timeframe.
- G. All smartcards shall be delivered boxed in quantities of 2,400 cards. Each box contains 6 sleeves of 400 cards each broken up in small batches of 50.
- H. All shipments to any RWG member must include packing and inventory paperwork indicating by card type the number of boxes and number of cards per shipment. Boxes of cards should be individually numbered and listed on the packing slip. Purchase Order (PO) number must be

included on the packing slip.

- I. If a card delivery exceeds 8 weeks from time of order, HART as contract holder, may, at its discretion, select an alternate vendor to fulfill the order. A penalty will be assessed at a fixed price of \$400 plus \$0.40 per card. This penalty will cover the extra cost of expediting a new order from an alternate vendor. \$400 setup + ((\$0.35 expedite fee + \$0.05 overnight shipping) per card)].
- J. For magnetic stripes, see section I on packing.

1.9. SMARTCARD ENCODING PROCESS

Following contract award, RWG will provide the successful Contractor(s) with its encoding specifications, including the encoding layout for each of the fields that need to be encoded in the media, key values, key derivation algorithm(s), checksum algorithm, and access conditions for ADF/files, etc. The keys will be exchanged between RWG and the Contractor(s) in a secure manner through the exchange of either a Transportation Key (TK) or RWG providing the Contractor with a Secure Access Module (SAM)

PART 2: Retail Network Services

2.1. PURPOSE AND OBJECTIVES

The goal of the retail network is to provide Smart Card customers with a robust network of locations that offer a simple and convenient means to purchase Smart Card media and load existing transit accounts. Objectives of the retail network design and implementation include:

- Attract new customers to the smart card system through convenience and ease of use
- Accommodate the unbanked and under-banked community
- Address the need to provide convenient sales outlets in areas in which low income and minority populations reside
- Consolidate smart card media distribution
- Maintain smart card sales reporting
- Maintain fiscal controls and expedite sales revenue recognition

2.2. SYSTEM ARCHITECTURE

The system to be provided by the Smart Card System Integrator (INIT) will be based on an account-based, open payment architecture with key system interfaces supported by Application Programming Interfaces (APIs) published by the System Integrator, and fully owned or licensed by the RWG. The System Integrator will supply the Contractor with specifications for all APIs needed to integrate the retail network with the Smart Card system and perform all required services.

The Contractor will procure Smart Cards that are produced in accordance with technical specifications provided by INIT and the RWG.

2.3. RETAIL NETWORK COVERAGE

- A. The network of retail locations will provide geographic coverage across the service areas of all participating agencies: for HART, PSTA, PCPT, SCAT and The Bus, the members of the Regional Working Group (RWG).
- B. Retail locations must serve all Smart Card customer demographic groups. The types of vendors participating in the retail network will include at a minimum: multi-location and independently owned grocery stores, pharmacies and convenience stores.
- C. Network Coverage

1. At least one sales venue must be located within one-quarter mile of each RWG local bus stop that is in a designated Title VI zone.
 2. At least one sales venue must be located within one-half mile of each RWG local bus stop that is not within a designated Title VI zone.
- D. Hours of Service: Sales venues satisfying these minimum coverage criteria must be open for business during normal business hours, seven days per week, excluding major holidays. These hours are defined as: 8am-8pm weekdays, 8am-5pm Saturdays, and Sundays. Smart Card sales transaction processing by trained personnel must be available during all hours of business.
- E. Visibility and Accessibility:
1. Smart Card cards available for sale must be placed in a readily identifiable and accessible location to customers entering the venue.
 2. Venue must be clearly identified as a Smart Card merchant at all times from the outside at all public entrances. Contractor is to provide identification approved by the RWG for each retail location.
 3. Venue must be accessible to persons with disabilities.
- F. Forms of Payment: Each sales venue must accept cash as payment for each Smart Card transaction. Venues may also accept other forms of payment such as credit cards, debit cards, personal or payroll checks, provided merchant or the Contractor accepts all risk associated with these alternate forms of payment.
- G. Customer Charges: Amount charged a customer for a Smart Card sales transaction must be exactly the amount specified by the RWG, with no additional fees or discounts initiated by network Contractor or sales venue merchant.
- H. Products Sold: Each venue must sell Smart Cards as specified by RWG.
- I. Sales Receipt: A printed sales receipt must be machine printed and issued to the customer at the conclusion of each sale. At a minimum, the receipt must include the following information:
1. Name of Store, including for multi-branch merchants a unique identifier of the specific store or branch location
 2. Date and time of transaction
 3. Smart Card serial number
 4. Itemized purchase amount for card(s) and/or stored value
 5. Payment tendered
 6. Method of payment (i.e., cash, credit card)
 7. For credit card payments: Card brand and last four-digits of the card number.

2.4. TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

The retail reload network service provider (Contractor) shall provide the following services:

- A. Establish and maintain a Network of Sales Venues that satisfies the RWG criteria for region coverage and quality of service.
- B. Procure RWG-authorized reloadable Smart Cards that are produced in accordance with RWG-issued technical specifications provided by INIT.
- C. Manage, distribute and track an Inventory of RWG-authorized reloadable Smart Cards, ensuring that all venues are always stocked to sell a card to a customer
- D. Provide training, documentation and on-going technical support to ensure that venue personnel assigned to sell Smart Card products (cards and fares) are capable of performing these duties.
- E. Provide system software and hardware required to:
 1. Process sales of:
 - New Smart Cards and new value loaded to the card or specific fare products (3 Day Pass, 7 Day Pass, 31 Day Pass, etc.)
 - Additional value loaded to an existing active Smart Card presented by the customer

- Additional value added to an existing virtual Smart Card Mobile Application presented by the customer
 - Specific fare products (3 Day Pass, 7 Day Pass, 31 Day Pass, etc.) loaded on an existing active Smart Card or virtual Smart Card Mobile Application presented by the customer
2. Communicate with the RWG Smart Cards central system via RWG-supplied APIs licensed by INIT Innovations in Transit to:
- Request and receive authorization from the RWG Smart Card central system to proceed with a transaction with a customer Smart Card
 - Immediately report the transaction to the RWG Smart Card central system, which may include sale and activation of a new fare card, and/or sale of additional value onto the new card or a card already activated and presented by the customer.
- F. Provide reports to the RWG on sales, venue status and performance, and changes to network.
- G. Respond immediately to RWG requests for information concerning specific transactions and venue status and performance.

2.5. RETAIL NETWORK USE CASES

Retail network functionality shall support the following customer use cases.

2.6. CARD SALES AT ATTENDED LOCATION (with value added)

- A. Customer selects Smart Card from vendor display
- B. Customer presents card to cashier for purchase
- C. Cashier records Smart Card sale by scanning the barcode on the card or retail package, or swiping the card's magnetic stripe
- D. Cashier is prompted by merchant's POS system to ask whether customer wishes to add value to the Smart Card account
- E. Customer replies "Yes"
- F. Cashier enters desired load amount through the POS system, or scans a barcode associated with pre-established dollar amount
- G. Customer pays cashier for any card fee and value loaded using cash, check, or credit/debit
- H. Customer receipt is issued
- I. Card sale, transit account activation, and load transactions are sent to Smart Card system
- J. Load value is scheduled for settlement to the RWG

2.7. SMART CARD ACCOUNT RELOAD

- A. Customer presents cashier with a Smart Card or virtual Smart Card in Mobile Application that is linked to an account to be reloaded
- B. Cashier scans card's barcode or swipes card's magnetic swipe through the retailer's POS system
- C. Cashier is prompted to enter the value the customer wishes to add
- D. Cashier enters desired load amount through the POS system, or scans a barcode associated with a pre-established dollar amount
- E. Customer pays cashier for the value loaded using cash, check, or credit/debit
- F. Customer receipt is issued

- G. Reload transaction is sent to Smart Card system
- H. Account add value funds bundled for settlement to the RWG

2.8. SMART CARD ACCOUNT RELOAD WITH SPECIFIC FARE PRODUCTS

- A. Customer presents cashier with a Smart Card or virtual Smart Card in Mobile Application that is linked to an account to be reloaded
- B. Cashier scans card's barcode or swipes card's magnetic swipe through the retailer's POS system
- C. Cashier is prompted to enter the product the customer wishes to add
- D. Cashier enters desired product through the POS system, or scans a barcode associated with a pre-established product
- E. Customer pays cashier for the product loaded using cash, check, or credit/debit
- F. Customer receipt is issued
- G. Reload transaction is sent to Smart Card system
- H. Account add product funds bundled for settlement to the RWG

2.9. PRODUCTS TO BE SOLD

The purpose of establishing a retail reload network is to provide convenient venues throughout the service at which a customer can purchase a new Smart Card and/or add value to the associated account. A customer will also be able to add stored value and have it added to a Smart Card account that has already been activated and is presented by the customer. New Smart Card cards offered for sale by the retailer shall be inactive and unusable with no material value to the fare system until sold by the retailer and activated as part of the sales process. There may be more than one type of cards sold at the retail outlets. All retail outlets must be able to sell and the cards specified by the RWG and add value to the card at the time of sale.

2.10. TABLE OF SYSTEM TECHNICAL REQUIREMENTS

Proposers should address each of the following requirements specifically in their proposals.

Req #	Heading	Requirement
1	General Requirements	The retail network will enable smart card media sales.
2		Contractor shall enroll a diverse set of retail network merchants that must be accommodating to all users regardless of demographics
3		Contractor shall submit a retail network coverage plan that describes in detail the scope of Contractor's proposed retail network coverage
4		Contractor shall establish and maintain through the life of the Contract a retail merchant network that meets or exceeds the coverage commitments established by the Contractor in response to requirement 2
5		Contractor shall ensure that at least 100 retail merchants are fully tested and deployed prior to public launch of the smart card system. Contractor shall work with the RWG to identify the geographic and service coverage targets for the first 100 merchants.
6		Contractor may replace underperforming locations at their discretion, with a 30-day advanced notice to the RWG.

7		Contractor will notify the RWG of any involuntary changes in the network of participating retail merchants within two (2) business days of becoming aware of such change.
8		The retail network will support the sale of multiple media types if needed. Validation of reduced fare eligibility or other requirements associated with the use of reduced fare cards will not be required.
9		The sale of a smart card by a retail merchant will initiate the automatic activation of a transit account within the smart card system.
10		The retail network will enable the adding of value to an existing smart card account based on card serial number or encoded account number.
11		Retail network provisioning and testing will be completed in coordination with INIT to support operation of a fully functional retail network no later than the commencement of smart card revenue service.
12		Contractor shall maintain proper accounting records and accounting controls relating to this Contract and make such records available at its business location at all reasonable times. The retail network shall retain and make available such records for the term of this Contract plus six (6) years from its termination or expiration and permit authorized representatives of the RWG to inspect, audit and obtain copies of such records.
13		Contractor shall submit, as part of their proposal, a retail network coverage plan that describes in detail the scope of Contractor's proposed retail network coverage commitment and how the network will meet or exceed the coverage goals.
14		Contractor will notify the RWG of any involuntary changes in the network of participating retail merchants within two (2) business days of becoming aware of such change.
15		Contractor shall develop and submit as part of their proposal a Retail Network Design and Interface document that provides a detailed description of the Contractor's systems and infrastructure that will be utilized in the execution of the smart card scope of work. The Retail Network Design and Interface document shall clearly identify components of the Contractor's solution that currently exist and components that are being designed and built for the RWG smart card project.
16	Schedules and Project Control	Contractor shall develop and submit as part of the proposal a project schedule that identifies all program activities and milestones.
17		Contractor shall update the project schedule on a monthly or more frequent basis and submit the updated schedules for the RWG review and approval.
18	Transaction Processing	The retail network will support the following transaction types: <ul style="list-style-type: none"> • Smart card sale – three (3) card types • smart card account load (new and existing accounts)
19		Card sale transactions may involve the collection of card fees. The card fee amount shall be configurable and will be established by the RWG.

20		The retail network will support the sale of a card and loading of the associated account in a single transaction.
21		The minimum transaction value for account loads will be established by the RWG. The maximum transaction value will be \$250.00. The RWG will notify the Contractor at least 30 days in advance of any change in the minimum account load transaction value.
22		Account load transactions will be supported for all smart card/account types. The card that is linked to the transit account must be present.
23		Account load transactions will require the collection of funds for the amount of the load.
24		The INIT system will serve as the system of record for card and account status. Card sale and load transactions will be communicated to the smart card back office in real-time, enabling the cardholder to use the card and associated funds within five (5) seconds of the completion of a transaction.
25		The Contractor shall utilize RWG-issued APIs, licensed from INIT. Contractor shall work with INIT to design, implement and test the specified interface.
26		Every smart card transaction performed at a merchant location shall generate a customer receipt documenting the details of the transaction.
27		Card sale and add value receipt design and data elements will be defined in conjunction with the RWG during the design process. The font size and design must support ease of reading by the general public. Receipt data elements include the following: <ul style="list-style-type: none"> o Name of Store, including for multi-branch merchants a unique identifier of the specific store or branch location o Date and time of transaction o Smart card serial number o Product purchased o Payment tendered o Method of payment (i.e., cash, credit card) o For credit card payments: Card brand and last four-digits of the card number
28		The retail network will allow a merchant to reverse a transaction prior to authorization of the transaction with the smart card system. Authorization and provision of smart card refunds will be the responsibility of the RWG and the smart card system. Retail network transaction reversals will result in no charge to the customer or the RWG.
29	Contractor Network	Retail network participants utilizing a POS system that is integrated with the Contractor's system will support smart card sales and the loading of account value.
30		The integrated system workflow will be similar to that supporting the sale and loading of gift cards and similar products, to reduce merchant training requirements.

31		The time and level of effort required by the merchant to perform a card sale and load on the integrated system solution will be similar to a card sale and account load of a traditional gift card.
32		Contractor shall be required to supply an interface, retail sales terminal or web based, to support smart card sales at locations where POS integration is not possible.
33	Fare Media	Fare media available for purchase through the retail network will be limited to extended-use, closed-loop smart card and virtual Smart Card in Mobile Application.
34		The smart card fare media will be a Mifare Desfire EV-1 256B or its equivalent contactless smartcard that also contains barcode and a magnetic stripe, as required by the retail network supplier to support media sales and loading of account value in the retail environment.
35		INIT will provide the specification for the smartcard and associated contactless interface to be used for fare payment within the smart card system.
36		Contractor shall monitor and distribute smart card inventory to ensure adequate stock is maintained to provide guaranteed availability of smart card media at all participating retail network locations.
37		All merchants in the Contractor's network shall accept cash as a form of payment for smart card sale and account load transactions.
38		All credit/debit transactions will be processed utilizing the Contractor's or retailer's payment gateway.
39		All fees for payment processing, including interchange and acquirer fees, shall be borne by the Contractor or retail merchants. No fees shall be assessed to the RWG or the smart card customers for the use of cash, bank cards or checks.
40	Security	All retail network systems and interfaces will be compliant with agency, local, and state policies for the handling of customer Personally Identifiable Information (PII).
41		A Virtual Private Network (VPN) will be used for all communications where practicable.
42		Firewalls will be established around all Smart Card-specific servers.
43		Any communications through firewalls will be established from inside the firewall.
44		Security-sensitive information will be submitted separately according to a procedure to be jointly developed between the Contractor and the RWG Project Manager. Security-sensitive information will include: <ul style="list-style-type: none"> • Information that would allow an individual to duplicate, skim or counterfeit fare media • Information that would allow an individual to overcome locking features or interlocks intended to prevent access to revenue • Other information that would allow an individual to divert revenue, whether electronic or cash, from the system, without such diversion becoming evident to the RWG or the Agencies through normal reporting by the system

45	Data & Reporting	Contractor's system used to support the sale of cards and loading of account value will capture smart card transaction data.
46		Transaction data elements will be defined by INIT during design review. Transaction data elements will include at a minimum: <ul style="list-style-type: none"> • Card type • Unique card identifier • Transit account number • Date and time of transaction • Transaction type • Transaction value • Beginning transit account balance • Ending transit account balance • Merchant ID • Merchant name • Merchant location
47		Transaction data will be transmitted to or available for download by the RWG on a daily basis. Transaction data will be provided in a format to be defined during design review.
48		Contractor will provide the RWG with a set of canned reports generated by their system, including but not limited to: <ul style="list-style-type: none"> • Sales reports (itemized and summary) • Financial settlement reports (itemized and summary) • Media inventory reports including sold and unsold media • Lost/stolen media reports • Active retail locations, including store name, address, GIS coordinates, phone number, and store hours
49		Inventory reports shall include the following information by location at a minimum: <ul style="list-style-type: none"> • Card stock (including central inventory) • Card type, if more than one card type • Card status (sold/unsold) • Serial number ranges issued (sold/unsold) • Cards under procurement • Delivery dates to retail locations
50		Reports will be available in PDF, comma delimited, and Excel formats.
51		Contractor will provide a web-based reporting tool for the RWG to use in accessing reports as needed.
52		The web-based reporting tool will enable RWG staff to specify date ranges for generation of the canned reports.
53	Training	Contractor will provide training, documentation and on-going technical support to ensure that venue personnel assigned to sell smart card products (cards and fares) are capable of performing these duties.
54	Marketing	Contractor shall distribute RWG-furnished marketing and signage materials to retail network merchants for placement in merchant facilities.

55		Contractor shall work collaboratively with the RWG to assist in the design of smart card marketing and signage materials.
56		Contractor will ensure that signage and marketing materials are appropriately installed and displayed at all retail network merchant locations.
57		Contractor will provide the RWG with advance notification of, and obtain written approval for, any Contractor or merchant-initiated smart card outreach, advertising, and/or marketing campaigns.
58	Program Management	Contractor shall maintain an operational retail network in accordance with the requirements stated herein and throughout this specification, for the duration of the agreement.
59		Contractor shall maintain and provide the RWG with a list of all active retail locations, including retailer name, address, GIS coordinates, and hours of operation.
60		Contractor shall provide the RWG with an updated list of retail network locations within two business days of any known change to active participants.
61		The RWG reserves the right to request the removal of a retail location from the retail network.
62		The RWG reserves the right to direct the Contractor to perform targeted retail vendor recruitment.
63		Contractor shall bear all costs of managing the retailers within the retail network, including equipment installations (if necessary), smart card product placement and display, employee training, testing, and merchant recruitment, replacement, and decommissioning.
64	Funds Settlement	Contractor shall guarantee payment of funds to the RWG for all completed smart card sales and account load transactions performed via the retail network, including indemnifying the RWG against any payment fraud, NSF checks, chargebacks or bankruptcy at the retail locations.
65		Card sales revenue and account add value funds collected through the retail network will be electronically transferred to a RWG-specified bank account via wire transfer or ACH. Other forms of funds transfer are not permitted unless approved in writing by the RWG.
66		The Contractor shall settle funds to the RWG designated bank account(s) as frequently as possible, and no later than one (1) business day following the Contractor's receipt of funds from the retail merchant.
67		The Contractor shall settle funds to the RWG's designated bank accounts as frequently as possible, but no later than an average seven (7) calendar days (as measured monthly) following the date when the sale took place at the retail merchant location.

68		Financial variances will be limited by all reasonable means, and in no event shall financial variances among fare instrument sales, fare load sales, and other payments made to the RWG exceed 0.01%. Any financial variances exceeding 0.01% among fare instrument sales, fare load sales, and other payments made to the RWG shall be addressed within three (3) business days after month end. Any financial variances exceeding 0.01% among fare instrument sales, fare load sales, and other payments made to the RWG that persist beyond three (3) business days following month end shall be subject to a 30-day cure period. Failure to attain compliance with financial variance requirements after the 30-day cure period shall be deemed to be a material breach of this Agreement.
69		Contractor shall comply with all local, state and federal regulatory licensing requirements.
70	Fees	Contractor and its partner merchants shall not assess customer fees of any kind for the sale of smart card media or value, other than those described below or approved by the RWG and permitted by law.
71		Contractor compensation for smart card retail network services shall be limited to the following: <ul style="list-style-type: none"> • Transit Account Load Commission: service fee applied to the total amount of stored value loaded to customer smart card accounts. • Integration with INIT back office system: non-recurring price for integration of the Contractor's system with the smart card system furnished by INIT. • System Design: non-recurring price for any necessary design activities associated with the design of the Contractor's retail network solution for Smart Card.
72		To change the card fee, the RWG will notify Contractor at least 90 days in advance of any change and will work with Contractor to establish implementation policies and procedures.
73	System Integration Lab Test	The Contractor shall work collaboratively with INIT to provide the necessary equipment, documentation, and services to support the successful completion of a System Integration Lab Testing at INIT's facilities in Chesapeake, VA.
74		Contractor shall work collaboratively with INIT to develop test scripts that together accurately and completely confirm all features and functionality of Contractor's retail network system.
75		Contractor shall work with INT to incorporate retail network functionality into the SI test bed.
76		SI test bed will be connected directly to a Contractor-specified payment processor to fully test the processing of smart card purchases using credit/debit as a form of payment.
77	System Integration Field Testing	Contractor shall deploy and activate the retail sales and reload system in the initial three retail locations for field testing prior to expanding the system to other sites. Contractor shall work with INIT to establish and test the interface with the RWG system using the test scripts applied in the system integration lab test. The RWG approval to proceed with full deployment will be contingent upon satisfactory performance, accuracy and reliability, as well as the RWG verification that retail staff has been adequately trained and cards for sale are properly displayed.

78	System Acceptance Testing	Following roll-out of the INIT system into revenue service, the system will undergo a System Acceptance Test, which must be passed as a condition of final acceptance. The Retail Reload Network will undergo system acceptance testing concurrently.
79		System Acceptance Testing will commence 30 days after the start of revenue service and continue for a minimum of 90 days. Final acceptance of the Retail Reload Network system shall be approved by the RWG when all key performance indicators specified below are satisfied.
80		Acceptance Testing will be performed with all components, subsystems, and third-party networks completely functional, operational, on-line, and in service.
81		Acceptance Testing will be comprised of a 90 consecutive day period in which the retail network meets all Key Performance Indicators specified in Section 85 and full deployment of retail network is achieved in compliance with the Contractor-specified retail network commitment.
82		Public launch of the smart card system may occur during the Acceptance Testing period.
83		Contractor shall identify and implement remedial action at no cost to the RWG in the event that the retail network functionality does not meet the performance requirements during the Acceptance Testing.
84		Within 10 business days following the completion of Acceptance Testing, the Contractor shall provide all testing data, documentation, reports, and all other related testing information to the RWG for approval.
85	Performance Indicators	Key Performance Indicators (KPIs) include: -Reload system availability: 95% -Card reading reliability: 98% -Account activation and reload accuracy upon successful card read: 99% -Cards displayed for purchase: 95% -smart card transaction successfully completed by trained personnel: 95%
86		Within 10 business days of Notice to Proceed, Contractor shall identify its bar code and/or magnetic stripe requirements for inclusion on smart cards and smart card packaging.
87		Initial project schedule shall be based upon successful deployment to at least three retail outlets no later than January 31, 2018.
88		Project schedule submitted within 10 business days of NTP shall identify key milestones for system development, test and deployment, including all support and information required from INIT and the RWG.

Agreement to Provide Fare Collection System

THIS AGREEMENT is made on _____, 2018 by and between the Pinellas Suncoast Transit Authority ("PSTA"), an independent special district with its principal place of business located at 3201 Scherer Drive, St. Petersburg, Florida 33716 and _____ ("Supplier"), a _____ with its principal place of business located at _____ (collectively, the "Parties").

WHEREAS, PSTA issued a Request for Proposal No. 18-001P Smart Cards and Retail Network on December __, 2017 (the "RFP"); and

WHEREAS, Supplier submitted a Proposal to the RFP on or before _____, 2017 ("Supplier's Response"); and

WHEREAS, PSTA's Board of Directors awarded the contract to Supplier at its meeting on February 28, 2018 ("Effective Date"); and

WHEREAS, the Parties wish to set forth the terms and conditions of their agreement for a total amount not to exceed \$_____ (the "Total Contract Price").

NOW THEREFORE, the Parties in consideration of the mutual covenants and conditions set forth herein contained, the receipt and adequacy of which is hereby acknowledged, agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein by reference.
2. CONTRACT DOCUMENTS. The "Contract Documents" shall mean and refer to this Agreement (**Exhibit K**), the RFP and all schedules and exhibits attached thereto including all duly executed and issued addenda (attached hereto as **Exhibit A**), Supplier's Best and Final Offer (BAFO) and Supplier's Response (attached as **Comp. Exhibit C**). 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, any inconsistency will be resolved in the following order:

This Agreement
The RFP
Supplier's BAFO
Supplier's Response

3. DEFINITIONS. Capitalized terms used in this Agreement have the following meanings:
 - 3.01 "Acceptance Tests" means those tests described in the RFP.
 - 3.03 "Final System Acceptance" means the RWG has accepted the System and all deliverables and other work have been completed, including all corrections,

changes or variances, in a live environment, and the Parties have executed the System Acceptance Certificate attached as Exhibit E.

- 3.04 "Regional Working Group (RWG)" means HART, PSTA, PCPT, SCAT and The Bus, who are members of the group who are procuring and implementing the System.
- 3.05 "Documentation" shall mean product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the System and Software (including all physical or electronic media upon which such information is provided).
- 3.06 "Software" means all software, whether owned by Contractor or third-party, in object code format that may be furnished to integrate the System with INIT.
- 3.07 "Specifications" means the functionality and performance requirements of the System as described in the RFP.
- 3.08 "System" means all Software, hardware and materials that are combined together into a complete fare collection system PSTA that meets the minimum specifications contained in the RFP, along with any upgrade or enhancement PSTA is entitled to receive under this Agreement.
- 3.09 "Warranty Period" means () years from the date of Final System Acceptance.

4. SCOPE OF SERVICES.

4.01 *General Scope.* Supplier, at the direction of PSTA, shall provide retail network services to PSTA in accordance with the Specifications and scope of services set forth in the RFP, including the System and all services related thereto (the "Services"). Supplier acknowledges that it has read the specifications for the Services and understands them.

4.02 *Grant of License.* Contractor hereby grants to PSTA a personal, limited, non-transferable (except as permitted in Section 10) and non-exclusive license to use the Software, in object code form, and the Documentation in connection with PSTA's use of the System under this Agreement. The license granted herein shall include the right to use the source code provided by Contractor in the event Contractor ever ceases to exist under the laws of the State of Florida, is incapacitated, or is in any way unable to provide PSTA with the service necessary to operate and maintain the System.

TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT. CONTRACTOR SHALL PROVIDE A COPY OF SUCH SEPARATE LICENSE AGREEMENT TO PSTA.

4.03 *Third-Party Open Source Software.* If the Software licensed under this Agreement contains or is derived from third-party open source Software, the terms and conditions governing the use of the third-party open source Software shall be those included in the open source Software licenses of the copyright owner. Contractor shall use commercially reasonable efforts to: (i) determine whether any open source Software is provided as part of the System under this Agreement; (ii) identify the open source Software and provide PSTA a copy of the applicable license (or specify where that license may be found); and, (iii) provide PSTA a copy of the open source Software source code, without charge.

5. TERM OF AGREEMENT. This Agreement shall commence and become effective on the Effective Date and shall continue for two (2) years, unless terminated sooner as provided herein. This Agreement may be extended by PSTA by written notice in accordance with the terms of the RFP for three (3) additional one year periods for a maximum total of five (5) years (each a "Renewal Term").

6. TERMS OF PERFORMANCE.

6.01 *Time for Completion.* Supplier shall commence work under this Agreement immediately upon receipt of a written Notice to Proceed from PSTA for Supplier to perform the Services. Time is of the essence for all services under this Agreement. Supplier shall perform all services in accordance with the Project Schedule, which shall be updated at least monthly by the Supplier. All updates must be reviewed and approved by the RWG.

6.02 *Representatives.* Prior to the start of any work under this Agreement, Supplier 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 Contract Documents, to PSTA in writing ("Supplier's Representative"). Such designation shall include the contact information (including phone numbers) of Supplier's Representative. PSTA will advise Supplier in writing of the personnel who will represent PSTA in the administration of the Contract Documents ("PSTA'S Representative"). Such writing from PSTA may include the specific duties of each individual and each representative's limits of authority.

6.03 *Non-exclusive contract.* PSTA specifically reserves the right to contract with other entities for the Services described in the Contract Documents or for similar services if it deems, in its sole discretion, such action to be in PSTA's best interest. Supplier further acknowledges that multiple suppliers may be selected by PSTA in response to the RFP and that PSTA may order the Services from any or all of them in its sole discretion. Supplier shall cooperate with existing and future PSTA suppliers and contractors upon request by PSTA.

6.04 *Status Reports.* Supplier shall submit monthly written status reports to PSTA outlining the status of the Services to date throughout the term of this Agreement. Each status report shall be a concise narrative description of activities to date and planned activities until the next status report. A final report, one (1) original and two copies, shall be submitted by

Supplier upon expiration or termination of this Agreement, however terminated, and any Renewal Term(s).

6.05 *Reviews.* Throughout the entire term of this Agreement, including any Renewal Term(s), Supplier shall allow representatives of PSTA to visit the offices and other places of Supplier's work periodically without prior notice to monitor Supplier's work completed or progress on the Services.

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

6.07 *Compliance with Laws.* Supplier shall be solely responsible for compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the Services and the Contract Documents including, but not limited to all rules and regulations related to safety and compliance therewith. PSTA will communicate directly with Supplier's Representative and shall have no authority to direct, oversee, or instruct Supplier's employees, subcontractors, or any other individuals performing the Services. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents shall not relieve Supplier of its obligations to comply with all laws fully and completely. Upon request, Supplier shall furnish to PSTA certificates of compliance with all such laws, orders and regulations. Supplier shall be responsible for obtaining all necessary permits and licenses required for performance and completion of the Services.

6.08 *System Testing and Acceptance.* Contractor shall install and complete all Acceptance Tests associated with the System in accordance with the Project Schedule and shall notify PSTA when the System is complete and ready for final acceptance review. PSTA shall have twelve (12) months to examine and review the System. In the event PSTA determines that the System is unacceptable, PSTA shall notify Contractor in writing and Contractor shall have thirty (30) days from the date of the notice to cure any defects in the System. If Contractor fails to cure the defects within the thirty (30) day period, in addition to all other remedies available at law, PSTA may terminate this Agreement. If at the end of the twelve (12) month period, PSTA determines that the System is acceptable, PSTA and Contractor shall complete the System Acceptance Certificate attached hereto as **Exhibit E**.

7. **COMPENSATION.** In consideration of Supplier's faithful performance of the Contract Documents, PSTA agrees to pay Supplier pursuant to the compensation schedule set forth in **Comp. Exhibit C**. The aggregate payments made under this Agreement shall not exceed

the Total Contract Price. Payment shall be made only for work which is actually performed and approved by PSTA per the deliverables established in the Contract Documents. Supplier shall submit invoices to PSTA no later than the fifteenth (15) day of the month immediately following the month in which the work or services were performed. PSTA will make payment in accordance with the Florida Prompt Payment Act.

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

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

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

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

8. **MODIFICATION OF CONTRACT DOCUMENTS**. The Contract Documents, including the scope, specification, and details of the Services may only be modified by written agreement of the Parties. No modification shall serve to increase the Total Contract Price unless such change has been approved by PSTA's Board of Directors prior to any work being performed that would serve to increase the Total Contract Price.

9. **WARRANTIES AND COVENANTS**.

9.01 *Patent, Trademark, Copyright, and Trade Secret*. Supplier warrants that the Services, and all works, documents, goods and services associated therewith do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold PSTA, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright, trade secret, or other intellectual property right, by reason of the sale or use of any goods, services, software, or equipment purchased under this Agreement. PSTA shall promptly

notify Supplier of any such claim. PSTA makes no warranty that the production, sale or use of goods or services under this Agreement will not give rise to any such claim and PSTA shall not be liable to Supplier for any such claim brought against Supplier.

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

9.03 *Warranties.* Contractor represents and warrants that the System will be free from all reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the System throughout the term of this Agreement and the Warranty Period. Contractor does not warrant that PSTA's use of the System will be uninterrupted or error-free. However, Contractor shall endeavor to make any such interruption or error to the most reasonably commercial minimum and shall use reasonable efforts to remedy any defect in the System. These efforts shall involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors. If Contractor cannot correct the defect within a reasonable time, Contractor shall replace the defective component with functionally-equivalent item or license to PSTA a substitute which will accomplish the same objective.

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

10.01 *Written Approval Required.* The rights and obligations of Supplier may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without PSTA's prior written consent. Supplier 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.

10.02 *Responsibility for Subcontractors.* If Supplier's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Supplier 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, Supplier shall be directly and wholly responsible for the noncompliance of its assignee or subcontractor and shall bear all attributable costs.

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

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

10.05 *Provision for other Governmental Entities*. Unless otherwise stated in Supplier's Response, Supplier agrees to make the prices in Supplier's Response available to any other governmental entity, should any such governmental entity desire to purchase the same Services under the same terms and conditions of the Contract Documents. For purposes of this section, "governmental entity" shall mean all State of Florida agencies, the legislative and judicial branches, political subdivisions, counties, school boards, community colleges, municipalities, transit authorities, special districts, or other public agencies or authorities.

11. DELAY IN PERFORMANCE/FORCE MAJEURE.

11.01 *Time of the Essence*. The timely receipt of the Services and all deliverables to PSTA is essential. If the Services and all deliverables associate therewith are not received on time, PSTA may cancel the unfilled portion of this Agreement for cause, purchase substitute requirements elsewhere, and recover from Supplier any increased costs and damages thereby incurred by PSTA.

11.02 *Force Majeure*. Supplier shall be entitled to a reasonable extension of time from PSTA for the delays resulting from damage to Supplier's and/or PSTA's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions, power failures, riots, acts of war, strikes or lockouts beyond the control of Supplier and its subcontractors ("Force Majeure"). Any delay other than one mentioned above shall constitute a breach of Supplier's obligations under the Contract Documents.

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

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

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

12. TERMINATION OF AGREEMENT. This Agreement may be terminated with or without cause or penalty in accordance with the provisions below.

12.01 *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 or penalty upon thirty (30) days' written notice to Supplier. Any such termination shall be without any penalty or expense to PSTA. If PSTA terminates this Agreement pursuant to this subsection, Supplier shall promptly submit to PSTA its costs to be paid on work performed up to the time of termination. If Supplier has any property belonging to PSTA in its possession, Supplier shall account for the same and dispose of it as directed by PSTA, or return to PSTA.

12.02 *With Cause.* PSTA may terminate this Agreement with cause and without penalty at any time immediately upon written notice to Supplier, if: (1) Supplier fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) Supplier fails to perform in the manner called for in the Contract Documents; or (3) Supplier does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, PSTA may allow Supplier 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 Supplier shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Supplier may terminate this Agreement for cause if PSTA fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that Supplier 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, Supplier may not terminate this Agreement.

12.03 *Re-procurement.* Should this Agreement be terminated by PSTA for cause under this Section, Supplier shall be liable for all expenses incurred by PSTA in re-procuring elsewhere the same or similar items or services offered by Supplier.

12.04 *Force Majeure.* If it is later determined by PSTA that Supplier's failure to perform was a result of a Force Majeure, PSTA may allow Supplier to continue performance under a new

time for performance or treat the termination as if terminated without cause under Section 12.01 of this Agreement.

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

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

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

13.01 Disputes. Disputes raised by Supplier which are not resolved amicably by the Parties shall be decided in writing by PSTA's Director of Procurement. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Supplier mails or otherwise furnishes a written appeal to PSTA's Chief Executive Officer. In connection with any such appeal, Supplier shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of PSTA's Chief Executive Officer shall be final and binding upon Supplier and Supplier shall abide by the decision.

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

13.04 Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by PSTA or Supplier 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 specifically set forth herein or as may be specifically agreed in writing.

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

as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, Proposer and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statutes, rule or guideline.

14. INDEMNIFICATION

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

14.02 *Control of Defense.* Subject to the limitations set forth in this provision, Supplier shall assume control of the defense of any claim asserted by a third party against PSTA arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at Supplier's expense. Supplier shall have the right, at its option, to participate in the defense of any third party claim, without relieving Supplier of any of its obligations hereunder. If Supplier assumes control of the defense of any third party claim in accordance with this paragraph, Supplier shall obtain the prior written consent of PSTA before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Supplier shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by PSTA and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of PSTA, be detrimental in any material respect of PSTA's reputation; (ii) the third party claim seeks an injunction or equitable relief against PSTA; or (iii) Supplier 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.

15. INSURANCE. Before beginning any work under this Agreement, Supplier shall obtain insurance as specified in the RFP at Supplier's sole expense and shall provide PSTA with proof of insurance as specified therein. Supplier shall maintain such insurance throughout the entire term of this Agreement, including any Renewal Term(s).

16. MISCELLANEOUS PROVISIONS

16.01 *Venue and Jurisdiction.* The Contract Documents shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. Supplier and PSTA consent to jurisdiction over them and agree 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.

16.02 *Entire Agreement.* The Contract Documents, including all exhibits, constitute the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, Proposals and/or understandings. There are no representations or warranties unless set forth in the Contract Documents.

16.03 *Public Records.* Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Supplier on behalf of PSTA, Supplier shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by PSTA to perform the work contemplated by this Agreement; (b) upon request from PSTA's custodian of public records, provide PSTA with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Supplier does not transfer the records to PSTA in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if PSTA, in its sole and absolute discretion, requests that all Public Records in possession of Supplier be transferred to PSTA, Supplier shall transfer, at no cost, to PSTA, all Public Records in possession of Supplier within thirty (30) days of such request or (ii) if no such request is made by PSTA, Supplier shall keep and maintain the Public Records required by PSTA to perform the work contemplated by this Agreement. If Supplier transfers all Public Records to PSTA pursuant to (d)(i) above, Supplier 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 Supplier keeps and maintains Public Records pursuant to (d)(ii) above, Supplier 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 Supplier 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 Supplier is acting on behalf of PSTA.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number: _____ **E-mail address:** _____

Mailing address: _____

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

To PSTA:

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

To Supplier:

With required copy to:

Alan S. Zimmet, Esq.
Bryant Miller Olive P.A.
One Tampa City Center, Suite 2700
Tampa, FL 33602

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

16.05 *Severability.* If any one or more of the provisions of the Contract Documents shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and the Contract Documents shall be treated as though that portion had never been a part thereof.

16.06 *Modification.* The Contract Documents may not be amended or altered without prior written approval by PSTA. Supplier shall be liable for all costs resulting from and/or for

satisfactorily correcting any specification, change not properly ordered by written modification to the Contract Documents and signed by PSTA.

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

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

16.09 *Third Party Beneficiaries.* The Parties expressly recognize that all members of the RWG are third-party beneficiaries of the Services and the System to be provided by Contractor under this Agreement and shall have all rights to make claims and assert rights to enforce its respective intended benefits in accordance with the terms of this Agreement.

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

SUPPLIER:

PSTA:

By: _____
Duly Authorized Designee

By: _____
Brad Miller, CEO

WITNESS:

Approved as to form:

By: _____

By: _____
Alan S. Zimmet, Esq., General Counsel

Compliance Matrix (Attachment 1 to Exhibit H)

Signed: _____

Req #	Heading	Requirement	Fully Compliant (F)	Does Not Comply (N)	Comments
1	General Requirements	The retail network will enable smart card media sales.			
2		Contractor shall enroll a diverse set of retail network merchants that must be accommodating to all users regardless of demographics			
3		Contractor shall submit a retail network coverage plan that describes in detail the scope of Contractor's proposed retail network coverage			
4		Contractor shall establish and maintain through the life of the Contract a retail merchant network that meets or exceeds the coverage commitments established by the Contractor in response to requirement 2			
5		Contractor shall ensure that at least 100 retail merchants are fully tested and deployed prior to public launch of the smart card system. Contractor shall work with the RWG to identify the geographic and service coverage targets for the first 100 merchants.			
6		Contractor may replace underperforming locations at their discretion, with a 30-day advanced notice to the RWG.			
7		Contractor will notify the RWG of any involuntary changes in the network of participating retail merchants within two (2) business days of becoming aware of such change.			
8		The retail network will support the sale of multiple media types if needed. Validation of reduced fare eligibility or other requirements associated with the use of reduced fare cards will not be required.			
9		The sale of a smart card by a retail merchant will initiate the automatic activation of a transit account within the smart card system.			
10		The retail network will enable the adding of value to an existing smart card account based on card serial number or encoded account number.			
11		Retail network provisioning and testing will be completed in coordination with INIT to support operation of a fully functional retail network no later than the commencement of smart card revenue service.			
12		Contractor shall maintain proper accounting records and accounting controls relating to this Contract and make such records available at its business location at all reasonable times. The retail network shall retain and make available such records for the term of this Contract plus six (6) years from its termination or expiration and permit authorized representatives of the RWG to inspect, audit and obtain copies of such records.			
13		Contractor shall submit, as part of their proposal, a retail network coverage plan that describes in detail the scope of Contractor's proposed retail network coverage commitment and how the network will meet or exceed the coverage goals.			
14		Contractor will notify the RWG of any involuntary changes in the network of participating retail merchants within two (2) business days of becoming aware of such change.			
15		Contractor shall develop and submit as part of their proposal a Retail Network Design and Interface document that provides a detailed description of the Contractor's systems and infrastructure that will be utilized in the execution of the smart card scope of work. The Retail Network Design and Interface document shall clearly identify components of the Contractor's solution that currently exist and components that are being designed and built for the RWG smart card project.			
16	Schedules and Project Control	Contractor shall develop and submit as part of the proposal a project schedule that identifies all program activities and milestones.			
17		Contractor shall update the project schedule on a monthly or more frequent basis and submit the updated schedules for the RWG review and approval.			
18	Transaction Processing	The retail network will support the following transaction types: <ul style="list-style-type: none"> • Smart card sale - three (3) card types • Smart card account load (new and existing accounts) 			
19		Card sale transactions may involve the collection of card fees. The card fee amount shall be configurable and will be established by the RWG.			
20		The retail network will support the sale of a card and loading of the associated account in a single transaction.			

Req #	Heading	Requirement	Fully Compliant (F)	Does Not Comply (N)	Comments
21		The minimum transaction value for account loads will be established by the RWG. The maximum transaction value will be \$250.00. The RWG will notify the Contractor at least 30 days in advance of any change in the minimum account load transaction value.			
22		Account load transactions will be supported for all smart card/account types. The card that is linked to the transit account must be present.			
23		Account load transactions will require the collection of funds for the amount of the load.			
24		The INIT system will serve as the system of record for card and account status. Card sale and load transactions will be communicated to the smart card back office in real-time, enabling the cardholder to use the card and associated funds within five (5) seconds of the completion of a transaction.			
25		The Contractor shall utilize RWG-issued APIs, licensed from INIT. Contractor shall work with INIT to design, implement and test the specified interface.			
26		Every smart card transaction performed at a merchant location shall generate a customer receipt documenting the details of the transaction.			
27		Card sale and add value receipt design and data elements will be defined in conjunction with the RWG during the design process. The font size and design must support ease of reading by the general public. Receipt data elements include the following: <ul style="list-style-type: none"> • Name of Store, including for multi-branch merchants a unique identifier of the specific store or branch location • Date and time of transaction • Smart card serial number • Product purchased • Payment tendered • Method of payment (i.e., cash, credit card) • For credit card payments: Card brand and last four-digits of the card number 			
28		The retail network will allow a merchant to reverse a transaction prior to authorization of the transaction with the smart card system. Authorization and provision of smart card refunds will be the responsibility of the RWG and the smart card system. Retail network transaction reversals will result in no charge to the customer or the RWG.			
29	Contractor Network	Retail network participants utilizing a POS system that is integrated with the Contractor's system will support smart card sales and the loading of account value.			
30		The integrated system workflow will be similar to that supporting the sale and loading of gift cards and similar products, to reduce merchant training requirements.			
31		The time and level of effort required by the merchant to perform a card sale and load on the integrated system solution will be similar to a card sale and account load of a traditional gift card.			
32		Contractor shall be required to supply an interface, retail sales terminal or web based, to support smart card sales at locations where POS integration is not possible.			
33	Fare Media	Fare media available for purchase through the retail network will be limited to extended-use, closed-loop smart card and virtual Smart Card in Mobile Application.			
34		The smart card fare media will be a Mifare Desfire EV-1 256B or its equivalent contactless smartcard that also contains barcode and a magnetic stripe, as required by the retail network supplier to support media sales and loading of account value in the retail environment.			
35		INIT will provide the specification for the smartcard and associated contactless interface to be used for fare payment within the smart card system.			
36		Contractor shall monitor and distribute smart card inventory to ensure adequate stock is maintained to provide guaranteed availability of smart card media at all participating retail network locations.			
37		All merchants in the Contractor's network shall accept cash as a form of payment for smart card sale and account load transactions.			
38		All credit/debit transactions will be processed utilizing the Contractor's or retailer's payment gateway.			
39		All fees for payment processing, including interchange and acquirer fees, shall be borne by the Contractor or retail merchants. No fees shall be assessed to the RWG or the smart card customers for the use of cash, bank cards or checks.			
40	Security	All retail network systems and interfaces will be compliant with agency, local, and state policies for the handling of customer Personally Identifiable Information (PII).			
41		A Virtual Private Network (VPN) will be used for all communications where practicable.			
42		Firewalls will be established around all Smart Card-specific servers.			
43		Any communications through firewalls will be established from inside the firewall.			

Req #	Heading	Requirement	Fully Compliant (F)	Does Not Comply (N)	Comments
44		Security-sensitive information will be submitted separately according to a procedure to be jointly developed between the Contractor and the RWG Project Manager. Security-sensitive information will include: <ul style="list-style-type: none"> • Information that would allow an individual to duplicate, skim or counterfeit fare media • Information that would allow an individual to overcome locking features or interlocks intended to prevent access to revenue • Other information that would allow an individual to divert revenue, whether electronic or cash, from the system, without such diversion becoming evident to the RWG or the Agencies through normal reporting by the system 			
45	Data & Reporting	Contractor's system used to support the sale of cards and loading of account value will capture smart card transaction data.			
46		Transaction data elements will be defined by INIT during design review. Transaction data elements will include at a minimum: <ul style="list-style-type: none"> • Card type • Unique card identifier • Transit account number • Date and time of transaction • Transaction type • Transaction value • Beginning transit account balance • Ending transit account balance • Merchant ID • Merchant name • Merchant location 			
47		Transaction data will be transmitted to or available for download by the RWG on a daily basis. Transaction data will be provided in a format to be defined during design review.			
48		Contractor will provide the RWG with a set of canned reports generated by their system, including but not limited to: <ul style="list-style-type: none"> • Sales reports (itemized and summary) • Financial settlement reports (itemized and summary) • Media inventory reports including sold and unsold media • Lost/stolen media reports • Active retail locations, including store name, address, GIS coordinates, phone number, and store hours 			
49		Inventory reports shall include the following information by location at a minimum: <ul style="list-style-type: none"> • Card stock (including central inventory) • Card type, if more than one card type • Card status (sold/unsold) • Serial number ranges issued (sold/unsold) • Cards under procurement • Delivery dates to retail locations 			
50		Reports will be available in PDF, comma delimited, and Excel formats.			
51		Contractor will provide a web-based reporting tool for the RWG to use in accessing reports as needed.			
52		The web-based reporting tool will enable RWG staff to specify date ranges for generation of the canned reports.			
53	Training	Contractor will provide training, documentation and on-going technical support to ensure that venue personnel assigned to sell smart card products (cards and fares) are capable of performing these duties.			
54	Marketing	Contractor shall distribute RWG-furnished marketing and signage materials to retail network merchants for placement in merchant facilities.			
55		Contractor shall work collaboratively with the RWG to assist in the design of smart card marketing and signage materials.			
56		Contractor will ensure that signage and marketing materials are appropriately installed and displayed at all retail network merchant locations.			
57		Contractor will provide the RWG with advance notification of, and obtain written approval for, any Contractor or merchant-initiated smart card outreach, advertising, and/or marketing campaigns.			
58	Program Management	Contractor shall maintain an operational retail network in accordance with the requirements stated herein and throughout this specification, for the duration of the agreement.			
59		Contractor shall maintain and provide the RWG with a list of all active retail locations, including retailer name, address, GIS coordinates, and hours of operation.			

Req #	Heading	Requirement	Fully Compliant (F)	Does Not Comply (N)	Comments
60		Contractor shall provide the RWG with an updated list of retail network locations within two business days of any known change to active participants.			
61		The RWG reserves the right to request the removal of a retail location from the retail network.			
62		The RWG reserves the right to direct the Contractor to perform targeted retail vendor recruitment.			
63		Contractor shall bear all costs of managing the retailers within the retail network, including equipment installations (if necessary), smart card product placement and display, employee training, testing, and merchant recruitment, replacement, and decommissioning.			
64	Funds Settlement	Contractor shall guarantee payment of funds to the RWG for all completed smart card sales and account load transactions performed via the retail network, including indemnifying the RWG against any payment fraud, NSF checks, chargebacks or bankruptcy at the retail locations.			
65		Card sales revenue and account add value funds collected through the retail network will be electronically transferred to a RWG-specified bank account via wire transfer or ACH. Other forms of funds transfer are not permitted unless approved in writing by the RWG.			
66		The Contractor shall settle funds to the RWG designated bank account(s) as frequently as possible, and no later than one (1) business day following the Contractor's receipt of funds from the retail merchant.			
67		The Contractor shall settle funds to the RWG's designated bank accounts as frequently as possible, but no later than an average seven (7) calendar days (as measured monthly) following the date when the sale took place at the retail merchant location.			
68		Financial variances will be limited by all reasonable means, and in no event shall financial variances among fare instrument sales, fare load sales, and other payments made to the RWG exceed 0.01%. Any financial variances exceeding 0.01% among fare instrument sales, fare load sales, and other payments made to the RWG shall be addressed within three (3) business days after month end. Any financial variances exceeding 0.01% among fare instrument sales, fare load sales, and other payments made to the RWG that persist beyond three (3) business days following month end shall be subject to a 30-day cure period. Failure to attain compliance with financial variance requirements after the 30-day cure period shall be deemed to be a material breach of this Agreement.			
69		Contractor shall comply with all local, state and federal regulatory licensing requirements.			
70	Fees	Contractor and its partner merchants shall not assess customer fees of any kind for the sale of smart card media or value, other than those described below or approved by the RWG and permitted by law.			
71		Contractor compensation for smart card retail network services shall be limited to the following: <ul style="list-style-type: none"> • Transit Account Load Commission: service fee applied to the total amount of stored value loaded to customer smart card accounts. • Integration with INIT back office system: non-recurring price for integration of the Contractor's system with the smart card system furnished by INIT. • System Design: non-recurring price for any necessary design activities associated with the design of the Contractor's retail network solution for Smart Card. 			
72		To change the card fee, the RWG will notify Contractor at least 90 days in advance of any change and will work with Contractor to establish implementation policies and procedures.			
73	System Integration Lab Test	The Contractor shall work collaboratively with INIT to provide the necessary equipment, documentation, and services to support the successful completion of a System Integration Lab Testing at INIT's facilities in Chesapeake, VA.			
74		Contractor shall work collaboratively with INIT to develop test scripts that together accurately and completely confirm all features and functionality of Contractor's retail network system.			
75		Contractor shall work with INT to incorporate retail network functionality into the SI test bed.			
76		SI test bed will be connected directly to a Contractor-specified payment processor to fully test the processing of smart card purchases using credit/debit as a form of payment.			

Req #	Heading	Requirement	Fully Compliant (F)	Does Not Comply (N)	Comments
77	System Integration Field Testing	Contractor shall deploy and activate the retail sales and reload system in the initial three retail locations for field testing prior to expanding the system to other sites. Contractor shall work with INIT to establish and test the interface with the RWG system using the test scripts applied in the system integration lab test. The RWG approval to proceed with full deployment will be contingent upon satisfactory performance, accuracy and reliability, as well as the RWG verification that retail staff has been adequately trained and cards for sale are properly displayed.			
78	System Acceptance Testing	Following roll-out of the INIT system into revenue service, the system will undergo a System Acceptance Test, which must be passed as a condition of final acceptance. The Retail Reload Network will undergo system acceptance testing concurrently.			
79		System Acceptance Testing will commence 30 days after the start of revenue service and continue for a minimum of 90 days. Final acceptance of the Retail Reload Network system shall be approved by the RWG when all key performance indicators specified below are satisfied.			
80		Acceptance Testing will be performed with all components, subsystems, and third-party networks completely functional, operational, on-line, and in service.			
81		Acceptance Testing will be comprised of a 90 consecutive day period in which the retail network meets all Key Performance Indicators specified in Section 85 and full deployment of retail network is achieved in compliance with the Contractor-specified retail network commitment.			
82		Public launch of the smart card system may occur during the Acceptance Testing period.			
83		Contractor shall identify and implement remedial action at no cost to the RWG in the event that the retail network functionality does not meet the performance requirements during the Acceptance Testing.			
84		Within 10 business days following the completion of Acceptance Testing, the Contractor shall provide all testing data, documentation, reports, and all other related testing information to the RWG for approval.			
85	Performance Indicators	Key Performance Indicators (KPIs) include: <ul style="list-style-type: none"> • Reload system availability: 95% • Card reading reliability: 98% • Account activation and reload accuracy upon successful card read: 99% • Cards displayed for purchase: 95% • Smart card transaction successfully completed by trained personnel: 95% 			
86		Within 10 business days of Notice to Proceed, Contractor shall identify its bar code and/or magnetic stripe requirements for inclusion on smart cards and smart card packaging.			
87		Initial project schedule shall be based upon successful deployment to at least three retail outlets no later than January 31, 2018.			
88		Project schedule submitted within 10 business days of NTP shall identify key milestones for system development, test and deployment, including all support and information required from INIT and the RWG.			