



**REQUEST FOR PROPOSALS (RFP)
INSTRUCTIONS AND SUBMITTAL DOCUMENTS**

FOR

**General Engineering Consultant
Services**

RFP No. O-00121

Dated: March 26, 2021

RESPONSIBLE DEPARTMENT

Brian W. Pickard, P.E.
Director of Expressway Operations & Engineering

PROCUREMENT DEPARTMENT

Man Le, PMP
Procurement Manager
1104 East Twiggs Street, Suite 300
Tampa, Florida 33602
Telephone Number: (813) 272-2307
Email: Man.Le@tampa-xway.com

Note: This document is constructed in four (4) sections. Section A contains the general information and general conditions the Respondent needs to prepare a Response. Section B contains services engagement specific information and specific response requirements. Section C contains forms required to be submitted as part of the Response Package. Section D contains attachments incorporated into the RFP for general information and reference.

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**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

ADVERTISEMENT

FOR

**REQUEST FOR PROPOSALS (RFP)
INSTRUCTIONS AND SUBMITTAL
DOCUMENTS**

FOR

**General Engineering Consultant
Services**

RFP No. O-00121

**TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY
REQUESTS FOR PROPOSALS
GENERAL ENGINEERING CONSULTANT SERVICES
RFP No. O-00121**

The Tampa-Hillsborough County Expressway Authority (THEA) in Tampa, Florida is soliciting responses from qualified Respondents interested in providing general engineering consultant services.

Services, on an as-needed basis, of general engineering services to include, but not necessarily limited to:

Administration, support and management of engineering, planning, design, environmental, Intelligent Transportation Systems, right-of-way mapping and surveying, construction management, construction inspection, soil exploration, material testing and foundations, contract administration, landscape architecture, public involvement, communications support, and bond financing support services to include preparation of Engineer Reports to the State of Florida and bondholders as required by the Authority's Bond Documents.

Interested Respondents will obtain a copy of the RFP Instructions and Required Submittal Documents and submit a **Letter of Interest** to Man.Le@tampa-xway.com. **Letters of Interest are due by 2:00 p.m., April 27, 2021.**

The RFP Instructions and Submittal Documents are available through the DemandStar System (www.demandstar.com) or through an email request to Man.Le@tampa-xway.com.

RESPONDENTS WHO OBTAIN THE RFP INSTRUCTIONS AND SUBMITTAL DOCUMENTS FROM SOURCES OTHER THAN CITED ABOVE ARE CAUTIONED THAT THE DOCUMENTS MAY BE INCOMPLETE.

THEA encourages the use of registered or certified Small Business Enterprise (SBE) Respondents to the greatest extent possible and requires nondiscrimination on the basis of race, color, sex and national origin in its employment and contracting practices.

Questions concerning this RFP **must** be directed by email to Man Le, THEA Procurement Manager at Man.Le@tampa-xway.com.

[END OF ADVERTISEMENT]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

SECTION A

**GENERAL INFORMATION AND GENERAL
CONDITIONS**

FOR

**REQUEST FOR PROPOSALS (RFP)
INSTRUCTIONS AND SUBMITTAL
DOCUMENTS**

FOR

**General Engineering Consultant
Services**

RFP No. O-00121

1. GENERAL INFORMATION:

1.1 INSTRUCTIONS TO RESPONDENTS:

To be considered, responses to this solicitation must be made in accordance with the instructions as contained within this document entitled "RFP Instructions and Submittal Documents."

1.2 ATTACHMENTS:

The attachments listed in Section D of this RFP Instructions and Submittal Documents are by this reference hereby incorporated into and made a part of this RFP as though fully set forth herein.

1.3 PROCUREMENT PROCESS:

The procurement process that is utilized for the consulting services will be Requests for Proposals (RFP). It is THEA's intention to solicit responses from potentially qualified Respondents and to enter into a contract for services upon successful negotiation of a satisfactory contract with the Respondent whose responses are judged, through the evaluation and negotiation process, to be in the best interest of THEA.

Respondents must demonstrate to THEA that they are fully capable, staffed, and qualified to provide the services required by this RFP. Fully qualified Respondents (and/or their team assigned to this engagement) will have the skills (knowledge, education, training, expertise and skills), and experience (documentation, successful, and relevant) necessary to meet the requirements of this RFP. Determination of the Respondent best qualified and experienced to perform the services required through this RFP will be determined by THEA in its sole opinion.

Respondents must submit a "Response Package" conforming to and containing all documents, forms and information as required by the RFP Instructions and Submittal Documents and as specifically identified in Section B, Services Information and Response Requirements at Section 2.1, Response Package. THEA will evaluate and rank all responses received by the submittal date as set forth in this RFP, or as amended by addendum, on the basis of the criteria stated herein.

THEA reserves the right to request additional information and to seek clarification of any information submitted, including any omission from the original response. Additionally, the Evaluation Committee reserves the right to waive as informalities any irregularities in any response and to reject any and/or all responses, in its sole discretion. If a satisfactory agreement cannot be negotiated with the top ranked Respondent, then negotiations would begin with the next highest ranked Respondent.

1.4 **SCHEDULE OF EVENTS:**

The selection process will adhere to the following schedule. All times given are Eastern Daylight Savings Time. THEA reserves the right to make changes or alterations to the schedule as THEA determines in its best interest. Unless otherwise notified in writing by THEA, the dates, times and locations indicated below for submission of items or for other actions on the part of a Respondent shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall be cause for the Respondent's proposal to be rejected and disqualified from further consideration.

SCHEDULE OF EVENTS

DATE	DESCRIPTION	LOCATION
March 10, 2021 At 11:00 a.m.	Industry Forum	Zoom Meeting
March 26, 2021	RFP Advertisement Published	THEA Website & Demandstar Local newspapers
April 07, 2021	Deadline for Respondent's submission of questions to THEA	Man.Le@tampa-xway.com
April 09, 2021	Deadline for THEA to respond to Respondent's questions	THEA Website & Demandstar
April 27, 2021 At 2:00 p.m.	Deadline for Letter of Interest & Required forms	Transportation Management Center 1104 E. Twiggs Street, Suite 300 Tampa, FL 33602
May 06, 2021	Presentation/Q&A of Respondents (limit to 5 representatives from each Respondent)	Transportation Management Center
May 11, 2021	Evaluation Committee meets to evaluate and score final ranking of Respondents	Transportation Management Center
May 12, 2021	Posting of Notice of Intended Final Ranking of Respondents	THEA Website & Demandstar
May 24, 2021	Board Approval of Final Ranking and Award of Contract	Transportation Management Center
May 25, 2021	Posting of Notice of Board Approval of Final Ranking and Award of Contract	THEA Website & Demandstar

1.5 CHANGES TO SCHEDULE OR MEETING PLACE/TIME:

Any changes to the Schedule of Events or meeting place/time will be posted as an Addendum and published through the DemandStar System (www.demandstar.com) and is also available through a link on the THEA website (www.tampa-xway.com) under the Procurement Notice section.

1.6 SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate in a THEA meeting regarding this RFP, pursuant to the Americans with Disabilities Act, should contact the THEA Procurement Manager by email at Man.Le@tampa-xway.com at least five (5) business days prior to the scheduled meeting.

1.7 PRE-PROPOSAL CONFERENCE:

Not applicable for this RFP.

1.8 ELECTRONIC DISTRIBUTION SYSTEM:

THEA solicitations are issued electronically via DemandStar's eProcurement distribution system (DemandStar Contact Information: 800-711-1712 / www.demandstar.com)

Obtaining solicitations through DemandStar ensures Respondents have the following capabilities:

- a) Receipt of RFP Instructions and Submittal Documents electronically;
- b) Tracking status of the procurement process;
- c) Receiving Letters of Clarification and addendum;
- d) Receiving the results of response tabulations and contract awards;
- e) Viewing drawings, plans and blueprints online.

RESPONDENTS WHO OBTAIN SOLICITATION DOCUMENTS REGARDING THIS RFP FROM SOURCES OTHER THAN DEMANDSTAR OR THEA'S PROCUREMENT MANAGER ARE CAUTIONED THE SOLICITATION DOCUMENTS MAY BE INCOMPLETE.

1.9 QUESTIONS ABOUT THIS RFP SOLICITATION:

All requests for interpretation, clarification or questions about the RFP solicitation process or the consulting services **must be in writing**, addressed to THEA, Procurement Manager, Man Le at Man.Le@tampa-xway.com .

To be considered, such requests must be received no later than the date and time stated for the **Deadline for Respondent's Submission of Questions to THEA** referenced in Paragraph 1.4, Schedule of Events.

THEA will **not** make any oral response to requests for interpretation, clarification or questions about the solicitation process or the consulting services.

Any such responses or supplemental instructions by THEA to the Respondents will be in the form of a Letter of Clarification or written Addendum which if issued, will be posted on the DemandStar System (www.demandstar.com) and THEA's website no later than the date and time stated for the **Deadline for THEA to Respond to Respondent's Questions** referenced in Paragraph 1.4, Schedule of Events.

Failure of any Respondent to receive any such Letter of Clarification or Addendum shall not relieve said Respondent from any obligations contained within this RFP.

Respondents are required to acknowledge receipt of such Addendum issued for this solicitation. A copy of the required **ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM** is contained in Section C as **Form 7**.

1.10 COMMUNICATIONS:

Respondents to this RFP or persons acting on their behalf **may not** contact members of the Evaluation Committee, or other THEA staff, THEA officers or THEA Board Members, or the consultants representing THEA with this solicitation and consulting services once the advertisement of the solicitation has been published and until the THEA Board has made a final decision regarding the award of this contract.

Any communications regarding this RFP must be in writing to THEA, Attention Man Le, Procurement Manager via email at Man.Le@tampa-xway.com.

Violation of this provision shall be cause for the Respondent's Response Package to be rejected and disqualified from further consideration.

1.11 MODIFICATION AND WITHDRAWAL:

Response Packages may be withdrawn by written request dispatched by the Respondent and received by THEA at any time prior to the deadline stated for the **Deadline for Submitting Response Package** referenced in Paragraph 1.4, Schedule of Events.

Negligence on the part of the Respondent in preparing its Response Package confers no right of withdrawal or modification after the Response has been opened, at the appointed time and place by THEA.

Responses shall remain valid and in force for a period of one hundred twenty (120) days after the opening date.

1.12 DISQUALIFICATION AND CANCELLATION OF THIS SOLICITATION:

THEA reserves the right to disqualify responses before or after opening, upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Respondent.

THEA may consider any response informal that is not prepared and submitted in accordance with the instructions as contained within this RFP, and may waive as informalities any irregularities, or reject any and all responses, at its sole discretion.

THEA reserves the right to reject, at its sole discretion, any response if the evidence submitted by the Respondent or an investigation of the Proposals and/or experience of the Respondent fails to satisfy THEA's Evaluation Committee that such Respondent is sufficiently qualified and experienced to carry out the obligations as required in this RFP. THEA also reserves the right to reject all responses to the RFP, in its sole discretion.

THEA reserves the right to reject any or all responses as not responsible or non-responsive; to re-advertise this RFP; to postpone or cancel this process; to waive irregularities in the RFP process or in the responses thereto; and to change or modify the RFP schedule at any time.

1.12.1 Examples of **not responsible** may include, without limitation, termination of a previous contract with THEA, financial weakness, or multiple legal actions taken against the Respondent.

1.12.2 Examples of **non-responsive** may include, without limitation, failure to include all required information in the Response Package, documents not properly signed, goods or services not in compliance with specifications, substitution of terms and conditions, limitation of liability, failure to comply with delivery schedule or qualification of Response Package contingent on another contract award.

1.13 WAIVER OF IRREGULARITIES:

THEA reserves the right to waive as informalities any irregularities contained in any Response Package received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Respondents. Minor irregularities are defined as those that will not have an adverse effect on THEA's interest and will not give a Respondent an advantage or benefit not enjoyed by other Respondents.

1.14 BINDING OFFER:

Respondent's submission of a Response Package will be considered a binding offer to perform the required services. The submission of a Response Package shall be taken as prima facie evidence that the Respondent has familiarized itself with the contents and requirements of this RFP.

1.15 COST OF PREPARATION:

The cost of preparing a Response Package to this RFP shall be borne entirely by the Respondent.

1.16 DELIVERY OF RESPONSE PACKAGE:

The deadline for delivery of Respondent's Response Package is no later than the date and time stated for the **Deadline for Submitting Response Package** referenced in Paragraph 1.4, Schedule of Events.

The delivery of Respondent's Response Package to THEA prior to the deadline is solely and strictly the responsibility of the Respondent.

All responses shall be delivered to the location stated for the **Deadline for Submitting Response Package** referenced in Paragraph 1.4, Schedule of Events.

All Response Packages must be submitted in accordance with the instructions set forth within the RFP Instructions and Submittal Documents and specifically in accordance with the requirements of Section B, Services Information and Response Requirements.

Any response received after the date and time stated for the **Deadline for Submitting Response Package** referenced in Paragraph 1.4, Schedule of Events, will not be considered.

1.17 OPENING OF RESPONSE PACKAGES:

Sealed Response Packages will be received and opened on the date and time and at the location specified for the **Deadline for Submitting Response Package and Response Opening** referenced in Paragraph 1.4, Schedule of Events.

Respondents or their authorized agents are not required to attend the Response Opening; however the meeting is open to the public.

1.18 RESPONSE EVALUATION:

Respondents will be evaluated preliminarily on whether the Respondent is responsible and responsive to this solicitation and then evaluated based on criteria that will be used by THEA for final ranking of the Respondents.

Each Respondent must submit a Letter of Interest as described in Section B. 2.1. The qualified Respondents will be scheduled for a Question and Answer session with the Evaluation Committee. Respondents will be evaluated based on criteria that will be used by THEA for final ranking of Respondents as described in **Section A. 1.19** and **1.20**.

THEA will issue notice as described in Section A, Paragraph 1.4, Schedule of Events.

An Evaluation Committee consisting of representatives of THEA will be established to review and evaluate all responses submitted in response to this solicitation.

The Evaluation Committee will meet to evaluate the Response Packages and Questions and Answers session and final ranking of the Respondent on the date, time and at the location stated as referenced in Section A, Paragraph 1.4, Schedule of Events. Respondents are not required to attend; however, the meeting is open to the public.

The Evaluation Committee shall evaluate the Response Packages on the basis of the criteria as stated in Paragraph 1.19 and Paragraph 1.20. The Evaluation Committee reserves the right to request additional information and clarification of any information submitted, including any omission from the original response.

After ranking of the Respondents by the Evaluation Committee, the results will be posted no later than the date, time and at the locations stated for the **Posting of Notice of Intended Final Ranking** referenced in Section A, Paragraph 1.4, Schedule of Events.

The ranking of Respondents based on the Evaluation Committee's evaluation will be presented to THEA's Board of Directors for consideration and approval, with a recommendation for the top ranked Respondent be selected for award of the GEC contract.

The Letter of Interest will be scored by the Evaluation Committee. The maximum points to be earned in this evaluation are one hundred (100) points per evaluator.

1.19 **EVALUATION CRITERIA STEP 1:**

The following evaluation criteria will be used to determine the best qualified Respondents:

	EVALUATION CRITERIA	Maximum Point Value
1.	<p><u>Qualifications and Experience of the Respondent (Respondent/Team):</u></p> <ul style="list-style-type: none"> • Evaluation based on Respondent’s qualifications of Respondent, history, size, experience, references, resources available, resources, etc. 	20
2.	<p><u>Answers to Written Questions:</u></p> <ul style="list-style-type: none"> • Evaluation based on Respondent’s answers to specific questions identified in the RFP. 	20
3.	<p><u>Qualifications and Experience of Key Personnel:</u></p> <ul style="list-style-type: none"> • Evaluation (credentials/expertise/experience) of project manager and other key individuals who are specifically licensed and/or certified to perform and/or oversee the work detailed in the Scope of services and staff who will be directly assigned to perform on this consulting services contract. 	20
4.	<p><u>Approach and Understanding of Critical Issues</u></p> <ul style="list-style-type: none"> • Evaluation based on Respondent’s demonstrated approach to all the facets of this consulting services contract. 	20
5.	<p><u>Past Performance:</u></p> <ul style="list-style-type: none"> • Consideration of past performance and references on engagements of similar type and size. • Evaluation of possible conflicts of interest, as well as, litigation resulting from any claim(s) of negligence (errors and/or omissions). • Consideration of past performance demonstrating ability to meet and adhere to schedules and budgets. 	20
	TOTAL:	100

Written Questions:

1. How should THEA integrate its systems with Vision Zero philosophy without impacting ramp capacity and reduced safety due to backups?
2. Provide at least two ideas for enhancing preservation and maintenance of the THEA facilities.
3. What steps do you recommend THEA take to entice multiple bidders for future projects?
4. What steps would you as the GEC take to assure ITB, RFP, LOI, and RFP documents are complete and advertised properly to minimize future claims?
5. What steps would you as the GEC take to assure products such as reports, studies, designs, and contracted deliverables are delivered on time and within budget?
6. As the GEC, how will you control your own costs while still providing THEA with exceptional service?
7. As the GEC, what is your succession plan for the key roles at THEA?
8. What do you see as the two most important technology advances that THEA needs to consider adopting in the future not including connected vehicles?

1.20 **EVALUATION CRITERIA STEP 2:**

Respondent's Presentation/ Questions and Answers (Q&A) session will be scored by the Evaluation Committee. The maximum points to be earned in this evaluation are one hundred (100) points per evaluator.

The following evaluation criteria will be used to determine the best qualified Respondents:

	EVALUATION CRITERIA	Maximum Point Value
1.	<p><u>Respondent's Understanding of scope & management approach:</u></p> <ul style="list-style-type: none"> Evaluation based on Respondent's understanding of scope & management approach in presentation 	25
2.	<p><u>Respondent's Use of Resources:</u></p> <ul style="list-style-type: none"> Evaluation based on Respondent's demonstrated effective and efficient use of any and all tools and resources, including human resources and technology, available to the Respondent in providing General Engineering Consulting Services to THEA. 	20
3.	<p><u>Respondent's Comprehensiveness:</u></p> <ul style="list-style-type: none"> Evaluation based on Respondent's demonstrated comprehensiveness, effectiveness and coherency of the proposal and Q&A session. Respondent addressing all required issues and communicate the idea effectively. 	25
4.	<p><u>Unique Concepts & Savings:</u></p> <ul style="list-style-type: none"> Unique concepts & savings presented by the Respondent 	15
5.	<p><u>Respondent's Q&A:</u></p> <ul style="list-style-type: none"> Evaluation based on Respondent's answers to questions posed by the THEA Evaluation Committee 	15
	TOTAL:	100

1.21 FINAL SELECTION:

Final Score for each Respondent will be the total sum of the scores from 1.19 Step 1 and 1.20 Step 2, with the maximum score being 200. The ranking of Respondents based on the Evaluation Committee's evaluation will be presented to THEA's Board of Directors for consideration and approval with a recommendation that the highest-ranked Respondent be selected for the GEC contract on the date, time and at the location stated for the **Board Approval of Final Ranking and Award of Contract** referenced in Section A, Paragraph 1.4, Schedule of Events. Respondents are not required to attend; however, the meeting is open to the public.

THEA's Board of Directors has the right to correct any errors in the evaluation and selection process that may have been made. THEA is not obligated to award the contract and THEA's Board may decide to reject all proposals.

After approval of the final ranking of the Respondents and award of the contract by THEA's Board of Directors, the results will be posted no later than the date, time and at the locations stated for the **Posting of Notice of Board Approval of Final Ranking and Award of Contract** referenced in Section A, Paragraph 1.4, Schedule of Events.

1.22 AWARD OF CONTRACT:

The award of the contract by THEA's Board of Directors, if made, will be within one hundred and twenty (120) days after the opening of the Response Packages.

Upon approval of the final rankings by the THEA Board of Directors, THEA will begin negotiations with the top ranked Respondent for the GEC contract. Should THEA be unable to negotiate a contract with the top ranked Respondent that is satisfactory to THEA, in its sole and absolute discretion, negotiations shall be terminated, and THEA shall then undertake negotiations with the next top ranked Respondent until a satisfactory contract is achieved.

Negotiations will include discussion of services, miscellaneous fees and other charges, insurance requirements and any other negotiable terms and conditions of the contract. Once THEA and the selected Respondents have negotiated satisfactory agreements, THEA may then enter into a contract with the selected Respondent.

1.23 SOLICITATION RESULTS:

Preliminary results will be available on the date, time and at the location specified for the **Posting of Notice of Intended Final Ranking** referenced in Paragraph 1.4, Schedule of Events.

Final results will be available on the date, time and at the location specified for the **Posting of Notice of Board Approval of Final Ranking and Award of Contract** referenced in Paragraph 1.4, Schedule of Events.

2. GENERAL CONDITIONS:

2.1 QUALIFICATIONS OF RESPONDENT:

Respondents, shall be prequalified or may use pre-qualified subconsultants with the Florida Department of Transportation (FDOT) in the following areas:

Work Group 2: Project Development & Environmental (PD&E) Studies

2.0 Project Development & Environmental (PD&E) Studies

Work Group 3: Highway Design Roadway

3.1 Minor Highway Design

3.2 Major Highway Design

3.3 Controlled Access Highway Design

Work Group 4: Highway Design - Bridges

4.1.1 Miscellaneous Structures

4.1.2 Minor Bridge Design

4.2.1 Major Bridge Design – Concrete

4.2.2 Major Bridge Design – Steel

4.2.3 Major Bridge Design – Segmental

Work Group 6: Traffic Engineering & Operations Studies

6.1 Traffic Engineering Studies

6.2 Traffic Signal Timing

6.3.1 Intelligent Trans Sys Analysis and Design

6.3.2 Intelligent Transportation Systems Implementation

6.3.3 Intelligent Trans Traffic Engineering Sys Communications

6.3.4 Intelligent Trans Sys Software Development

Work Group 7: Traffic Operations Design

7.1 Signing, Pavement Marking & Channelization

7.2 Lighting

7.3 Signalization

Work Group 8: Surveying and Mapping

8.1 Control Surveying

8.2 Design, Right of Way, & Const. Surveying

8.3 Photogrammetric Mapping

8.4 Right of Way Mapping

Work Group 9: Soil Exploration, Material Testing and Foundations

9.1 Soil Exploration

9.2 Geotechnical Classification Lab Testing

9.3 Highway Materials Testing

9.4.1 Standard Foundation Studies

9.5 Geotechnical Specialty Lab Testing

Work Group 10: Construction Engineering Inspection

10.1 Roadway Construction Engineering Inspection

10.5 Minor Bridge & Miscellaneous Structures CEI

10.5.1 Major Bridge CEI - Concrete

10.5.2 Major Bridge CEI - Steel

10.5.3 Major Bridge CEI – Segmental

Work Group 11: Engineering Contract Adm. & Mgmt.

11.0 - Engineering Contract Administration and Management (requires qualification in work types 3.1, 3.2, 3.3, 4.1.1, 4.1.2, 4.2.1, 4.2.2, 6.1, 7.1, 7.2, 7.3, and 10.1)

Work Group 13: Planning

- 13.3 Policy Planning
- 13.4 Systems Planning
- 13.5 Subarea/Corridor Planning
- 13.6 Land Planning/Engineering
- 13.7 Transportation Statistics

Work Group 15: Landscape Architect

- 15.0 Landscape Architect

Work Group 21: Right of Way Acquisition & Management

- 21.0 Acquisition, Negotiation, Closing and Order of Taking
- 22.0 Acquisition Business Damage Estimating and Estimate Review

The Respondent shall meet all qualifications, requirements, licensing, registration and/or pre-qualifications as identified in the **Questionnaire, Form 5**, as contained in Section C **prior** to submitting a Response Package for this solicitation:

The Respondent must include with its Response Package a completed **FORM 5 – QUESTIONNAIRE** as contained in Section C, which will provide information on Respondent's experience, and staffing for performing the work, as well as, references and past history of contract defaults, termination for cause, claims, and litigation and other information to be used to evaluate the responsibility of the Respondent for performing the work.

Failure to submit a completed **FORM 5 – QUESTIONNAIRE** shall be cause for determining the Respondent non-responsible and/or its Response Package non-responsive to the solicitation resulting in rejection and disqualification at the sole option of THEA.

2.2 **PERSONNEL:**

Response Packages submitted for this solicitation will be evaluated, in part, based upon the qualifications of the Respondent's team and upon the qualifications of key personnel presented in the Response Package.

By submitting a Response Package, the Respondent agrees and acknowledges that it will provide the full complement of staff required to perform the Scope of Services, including the specific individuals named in the Respondent's proposal.

The specific key personnel named in the Respondent's Response Package shall remain assigned for the duration of the consulting services contract, unless otherwise agreed to in writing by THEA.

After award of the resulting contract from this solicitation, in the event the selected Respondent proposes to substitute any of the key personnel, the individual(s) proposed as substitute(s) must demonstrate equal or superior qualifications and experience as required to successfully perform such duties. THEA shall have the sole right to determine whether key personnel proposed as substitutes are accepted and qualified to work on the contract.

2.3 AVAILABILITY OF PERSONNEL:

Personnel described in the Respondent's Response Package shall be available to perform the services as described. All personnel shall be considered to be, at all times, the employees, or agents of the Respondent and not employees or agents of THEA.

2.4 PROJECT MANAGER:

The Respondent shall designate from its staff a fulltime, qualified "Project Manager" having experience in performing and/or administering similar types of work as set forth in the Scope of Services.

The "Project Manager" shall be the single point of contact as liaison with THEA during the RFP process and during performance of the Scope of Services.

The "Project Manager" shall be the responsible person in charge of coordinating day to day work activities on task assignments, preparing the itemized task order estimates, schedules, payment applications, directing consultant's work forces, reports, day to day administrative matters, coordinating the SBE policy to achieve the established goals and other related items necessary to fulfill the requirements of the contract.

2.5 CONTRACT:

The selected Respondent shall enter into a contract with THEA for this RFP with the terms and conditions as specified within this RFP Instructions and Submittal Document.

2.6 CONTRACT DURATION:

The contract will be for the duration of one three (3) years term with the option to renew for two (2) additional one (1) year terms. Renewal options to be exercised at the sole discretion of THEA.

The contract will have a thirty (30) day termination clause allowing for termination at the convenience of THEA.

2.7 CONTRACT ASSIGNMENT:

The selected Respondent may not make any assignments of their obligations resulting from this solicitation without the prior written authorization of THEA.

2.8 NON-EXCLUSIVITY OF CONTRACT:

The selected Respondent understands and agrees that any resulting contractual relationship is non-exclusive and THEA reserves the right to seek similar or identical services elsewhere if deemed in the best interest of THEA and to cancel any contract with a 30-day written notice from THEA.

2.9 COMPLIANCE:

THEA has the right to reject the Response Package or annul the award in the event Respondent's Response Package does not comply with any of the requirements outlined herein.

2.10 OWNERSHIP OF DOCUMENTS:

All documents resulting from this procurement process and subsequent contract will become the sole property of THEA.

2.11 PUBLIC RECORDS LAW:

In accordance with *Florida Statutes* Chapter 119, and, except as may be provided by other applicable State and Federal Laws, all Respondents should be aware that this RFP and all the responses thereto are in the public domain and are available for public inspection.

The Respondents are requested, however, to identify specifically any information contained in their Response Package which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exemption law.

All Response Packages received in response to this RFP will become the property of THEA and will not be returned.

2.12 INDEMNIFICATION (GENERAL LIABILITY):

The contract will contain an indemnification clause wherein the selected Respondent agrees to indemnify and hold harmless the THEA Board of Directors, THEA and its officers, and employees from all liabilities, damages, losses and costs, including but not limited to attorney fees, to the extent caused by the act, error, omission, negligence, recklessness or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in performance of the Scope of Services.

2.13 INDEMNIFICATION (PATENT OR COPYRIGHT):

The selected Respondent shall indemnify and hold harmless, and defend the THEA Board of Directors, THEA and its officers, employees and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorneys' fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Respondent(s) during or after completion of the Scope of Services. These obligations shall survive acceptance of any goods, services, and/or performance and payment therefor by THEA.

2.14 PUBLIC ENTITY CRIMES STATEMENT:

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for a period of 36 months from the date of being placed on the convicted vendor list.

Any such person, affiliate, or corporation wishing to propose on this RFP must include a current sworn statement pursuant to Section 287.133 (1) Florida Statutes, on public entity crimes. A copy of the required **PUBLIC ENTITY CRIMES FORM** is contained in Section C, as **Form 2**.

THEA may make inquiries regarding alleged convictions or public entity crimes. The failure of the Respondent to promptly supply information in connection with an inquiry or the failure to comply with the requirement contained within this section will cause the rejection of any submitted bid, offer, response, or proposal, at the sole discretion of the THEA.

2.15 SMALL BUSINESS ENTERPRISE (SBE) POLICY:

THEA's Small Business Enterprise (SBE) Policy requires nondiscrimination on the basis of race, color, national origin, and gender in its employment and contracting practices and encourages the solicitation and utilization of SBE's.

2.16.1 SBE Policy:

Businesses contracting with THEA must have or adopt a similar non-discrimination policy.

THEA's SBE Policy defines an "SBE" as a business enterprise that has obtained the required registration or certification from any of the following governmental entities in any one of the categories listed below:

- Hillsborough County as MBE, SBE, or WBE
- City of Tampa as MBE, SBE or WBE
- Florida Department of Transportation as a DBE
- State of Florida as an MBE as defined in Section 288.703(2), Florida Statutes or as an SBE as defined in Section 288.703(1), Florida Statutes
- Small Business Administration as an SBE or SBA 8(a)
- Other governmental entities in the Greater Tampa Bay Area as a DBE, MBE, SBE or WBE. (Greater Tampa Bay area means Hillsborough, Pinellas, Polk, Pasco, and Manatee Counties)

Respondent shall submit a completed Anticipated SBE Participation Statement which shall provide the details of Respondent's anticipated utilization of SBE Respondents during the performance of this consulting services contract. A copy of the required **ANTICIPATED SBE PARTICIPATION STATEMENT** is contained in Section C as **Form 3**.

Respondent's failure to complete and submit all forms required in accordance with Paragraph 2.16 to document its efforts to solicit and utilize SBE Respondents shall be cause for determining the Respondent non-responsive to the RFP.

2.16.2 SBE EQUAL OPPORTUNITY REPORTING SYSTEM:

The successful Respondent entering into a contract with THEA will be required to report monthly to THEA actual payments, minority status, and the type of services of all subcontractors and suppliers. All SBE payments must be reported whether or not the prime consultant initially planned to utilize the company. Each month the prime consultant must report actual payments to all SBE sub-consultants, subcontractors and suppliers.

2.16 INSURANCE REQUIREMENTS:

For the term of the contract, the Respondent shall procure and maintain insurances of the types and limits specified in **ATTACHMENT 1, INSURANCE REQUIREMENTS, COVERAGES AND LIMITS**.

2.17 BID SECURITY:

A Bid Security is not required for this solicitation.

2.18 PAYMENT AND PERFORMANCE BOND:

A Payment and Performance Bond is not required for this solicitation.

2.19 CONFLICTS OF INTEREST:

The Respondents shall state if it represents clients that may present conflicts or potential conflicts with representation of THEA. Respondents shall provide a list of any potential conflicts by description. Respondents need not identify a particular client. If conflicts are listed, the Respondents shall address how these conflicts will be resolved. A copy of the required **CONFLICTS OF INTEREST STATEMENT** is contained in Section C as **Form 4**.

2.20 SCRUTINIZED COMPANIES:

Section 287.135 of the *Florida Statutes* prohibits governmental entities from contracting for goods and services of \$1 million or more with companies that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

A company that, at the time of bidding or submitting a proposal for a new contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of \$1 million or more.

Respondents must certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473 Florida Statutes, or engaged in business operations in Cuba or Syria.

The resulting contract from this solicitation shall contain a provision that allows for immediate termination of the contract by THEA if the Respondent is found to have submitted a false statement or if Respondent during the term of the resulting contract is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473 *Florida Statutes*, or becomes engaged in business operations in Cuba or Syria.

Respondents are required to complete and submit the Certification Regarding Scrutinized Companies Lists with its Response Package. A copy of the required **CERTIFICATION REGARDING SECURITIZED COMPANIES LIST** is contained in Section C as **Form 6**.

2.21 E-VERIFY SYSTEM:

Pursuant to the State of Florida, Office of the Governor, Executive Order Number 11- 116, Verification of Employment Status, the selected Respondent entering a contract for this RFP shall utilize the U.S. Department of Homeland Security's E-Verify System (www.uscis.gov) in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons employed by the respondent during the term of the resulting contract from this solicitation.

The selected Respondent entering a contract for this RFP shall also require sub-consultants performing work or providing services during the term of the resulting contract from this solicitation to utilize the U.S. Department of Homeland Security's E-Verify System (www.uscis.gov) in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons employed by the subcontractor during the term of the resulting contract from this solicitation.

The selected Respondent shall provide proof of registration in the E-Verify system to THEA upon execution of a contract.

2.22 USE OF OTHER GOVERNMENTAL CONTRACTS:

THEA reserves the right to utilize applicable contracts made available by the State and Federal Government or other governmental entities which were procured under competitive solicitation for any items covered by this RFP when the use of same is in the best interest of THEA. (Reference Sections 69-1112 and 69-1119, *Laws of Florida*).

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

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

2.23 NOTICE OF PROTEST:

2.24.1 Protests Prior to Notice of Award:

Any person wishing to protest THEA's procurement process or its solicitation documents for the procurement of services must file a Notice of Intent to Protest accompanied by a Protest Bond in the amount of \$5,000, or for such amount as set forth in the solicitation documents within 72 hours of THEA's publication of the solicitation documents, (excluding Saturdays, Sundays, and legal holidays). Within five (5) calendar days of the filing of the Notice of Intent to Protest and posting of bond, the protesting party must file a written protest stating with particularity the facts and law upon which the protest is based. The protest should: (1) state the specific provision(s) of the bid or proposal package or process applicable to the protest; (2) state the specific manner or method in which the protesting party alleges that THEA erred in its interpretation or implementation of its solicitation process, procedures or statutory provisions; (3) state the basis upon which the protest is premised; and (4) state the Protesting party's position and arguments of law, including any evidence supporting the position.

2.24.2 Protests After Notice of Award:

Any person wishing to protest THEA's actions leading up to a notice of recommendation to either reject any or all bids, or to make a selection or award ("Notice of Decision"), must file a Notice of Intent to Protest, accompanied by a Protest Bond in the amount of \$5,000, or for such amount as shall be set forth in the solicitation documents with THEA within 72 hours of THEA's publication of its Notice of Decision, (excluding Saturdays, Sundays, and legal holidays). The Protest Bond required herein shall be in addition to the Protest Bond referenced in Paragraph 2.27.1 above. Within five (5) calendar days of the filing of the Notice of Intent to Protest and posting of bond, the protesting party must file a written protest stating with particularity the facts and law upon which the protest is based. The protest should: (1) state the specific provision(s) of the bid package or process applicable to the protest; (2) state the specific manner or method in which the protesting party alleges that THEA erred in its interpretation or implementation of its solicitation process, procedures or statutory provisions; (3) state the basis upon which the protest is premised; and (4) state the protesting party's position and arguments of law, including any evidence supporting the position.

2.24 RESPONSE PACKAGE REVIEW:

To assist Respondents in preparing and submitting a complete Response Package, a checklist is included for Respondent's use.

The **RESPONDENT'S RESPONSE PACKAGE REVIEW CHECKLIST** is contained in Section C as **Form 8**.

[END OF SECTION A – GENERAL INFORMATION AND GENERAL CONDITIONS]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

SECTION B

**SCOPE OF SERVICES
AND
RESPONSE REQUIREMENTS**

FOR

**REQUEST FOR PROPOSALS (RFP)
INSTRUCTIONS AND SUBMITTAL
DOCUMENTS**

FOR

**General Engineering Consultant
Services**

RFP No. O-00121

SECTION B

SCOPE OF SERVICES INFORMATION AND RESPONSE REQUIREMENTS

1. **DESCRIPTION OF SCOPE OF SERVICES:**

Tampa Hillsborough Expressway Authority (THEA) is soliciting responses from qualified Respondents interested in providing General Engineering Consultant (GEC). THEA expects to award a contract to the highest ranked Respondent to serve as THEA's GEC.

A Scope of Services is attached hereto as **Attachment 2, Scope of Services** located in Section D.

2. **RESPONSE REQUIREMENTS:**

Respondents are advised to carefully follow the instructions as contained within this section in order to be considered fully responsive to the solicitation. Respondents are further advised that lengthy or wordy submissions are not necessary. Responses should be prepared simply and economically, providing a straight-forward, concise description of the Respondent's ability to fulfill the requirements of this solicitation.

2.1 **RESPONSE PACKAGE:**

Qualified Respondents must submit a Letter of Interest to Man.Le@tampa-xway.com by the time and date indicated as the Response Deadline. Letters of Interest will be submitted as an attachment to an E-mail. Respondents should receive an e-mailed Return Receipt acknowledgement within 2 hours of submittal to the indicated response address. If a Return Receipt acknowledgement is not received by the Respondent within two (2) hours, or by the time and date due, please call the advertisement contact (within normal business hours) to verify the THEA's receipt of your e-mailed Letter of Interest.

Submittal Deadline - The deadline for delivery of Respondent's Letter of Interest and Response Package is no later than the date and time and at the location stated for the **Deadline for Submitting Response Package** referenced in Section A, Paragraph 1.4, Schedule of Events.

Format - Respondent's Response Package must be in Word format or Adobe PDF.

Signature - All responses must be manually and duly signed by an authorized officer, principal or partner (as applicable).

In order to ensure a uniform review process and to obtain the maximum degree of understanding of the Respondent's abilities, experience and qualifications, it is **required** that Respondent's Response Package be organized, tabbed and submitted as follows:

2. Step 1: Letter of Interest -

The Letter of Interest shall contain the following:

- a. Solicitation/RFP number
- b. Consultant's name and address
- c. Proposed responsible office for consultant
- d. Contact person, phone number and Internet E-mail Address
- e. Statement regarding prequalification of consultant or proposed subconsultants in advertised type(s) of work
- f. Proposed key personnel and their proposed roles (do not include resumes)
- g. Organizational chart (*not counted in maximum of 3 pages requirement*)
- h. Subconsultant(s) that may be used for the services engagement
- i. Indication as to whether the prime Respondent and/or subconsultants are disadvantaged business enterprises (DBE) or Small Businesses
- j. Approach to provide the Scope of Services and Understanding of Critical Issues
- k. Relevant experience -similar type of work experience
- l. Responses to Written Questions

A maximum of 6 pages will be allowed for the "Letter of Interest" element.

4. Step 2 (For all Respondents): Forms -

The following forms are required to be completed, signed, notarized when indicated and included in Respondents' Response Package. One (1) original plus four (4) copies of your response as well as one (1) digital storage media (i.e. CD, DVD or USB Drive)

- a) **Form 1 - Declaration of Respondent**
- b) **Form 2 - Public Entity Crimes Form**
- c) **Form 3 – Anticipated SBE Participation Statement**
- d) **Form 4 - Conflicts of Interest Statement**
- e) **Form 5 – Questionnaire**
- f) **Form 6 - Certification Regarding Scrutinized Companies List**
- g) **Form 7 - Acknowledgement of Receipt of Addendum**
- h) **Form 8 – Respondent's Response Package Review Checklist**

[END OF SECTION B – SERVICES INFORMATION AND RESPONSE REQUIREMENTS]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

SECTION C

REQUIRED FORMS

FOR

**REQUEST FOR PROPOSALS (RFP)
INSTRUCTIONS AND SUBMITTAL
DOCUMENTS**

FOR

**General Engineering Consultant
Services**

RFP No. O-00121

SECTION C

REQUIRED FORMS

Required forms to be completed, signed, notarized when indicated and included in Respondent's Response Package:

- FORM 1: Declaration of Respondent
- FORM 2: Public Entity Crimes Statement
- FORM 3: Anticipated SBE Participation Statement
- FORM 4: Conflicts of Interest Statement
- FORM 5: Questionnaire
- FORM 6: Certification Regarding Scrutinized Companies Lists
- FORM 7: Acknowledgement of Receipt of Addendum Issued
- FORM 8: Respondent's Response Package Review Checklist

Note: Failure to submit the required forms may result in Respondent's Response Package being determined non-responsive and rejected.

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

FORM 1 – DECLARATION OF RESPONDENT

FOR

**REQUEST FOR PROPOSALS (RFP)
INSTRUCTIONS AND SUBMITTAL
DOCUMENTS**

FOR

**General Engineering Consultant
Services**

RFP No. O-00121

DECLARATION OF RESPONDENT

1. Name of Respondent: _____
(FIRM, CORPORATION, BUSINESS OR INDIVIDUAL)
2. Name of Contact Person: _____
3. Our local (to Tampa, Florida) business and mailing address is: _____

4. Professional License Number is: _____
5. The Project Manager assigned to this contract has a current Professional License Number of _____ issued by the State of _____.
6. Federal I.D. Number: _____
7. Our primary business address is: _____
8. Our present business phone number is: _____
9. Our present fax number is: _____
10. Our present e-mail address is: _____
11. Our business has been operating under its present name since: _____

The below named Respondent affirms and declares:

- (1) That the Respondent has contractual capacity and that no other person, Respondent, or corporation has any interest in this response.
- (2) That this response is made without any understanding, agreement, or connection with any other person, Respondent or corporation making a response for the same purpose, and is in all respects fair and without collusion or fraud.
- (3) That the Respondent is not in arrears to the Tampa-Hillsborough County Expressway Authority (THEA) upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to THEA.
- (4) That the Respondent is not in litigation or been disbarred from doing business with THEA.
- (5) That no officer or employee or person whose salary is payable in whole or in part from THEA is, shall be, or become interested, directly or indirectly, as surety or otherwise in this response; in the performance of the contract; for the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.

- (6) That by submitting a proposal, the Respondent agrees and acknowledges that it will provide the full complement of staff required to perform the scope of services, including the specific individuals named in the its proposal and the specific key personnel named in its proposal shall remain assigned for the duration of the continuing services contract, unless otherwise agreed to in writing by the THEA.
- (7) By submitting this response, Respondent accepts and acknowledges that Respondent can comply with all terms and conditions set forth in the solicitation including, without limitation, the insurance and performance/payment bond requirements and the indemnification provisions.
- (8) The person signing hereby warrants that they are duly authorized to sign and bind on behalf of the Respondent.

IN WITNESS WHEREOF, this response is hereby signed and sealed as of the date indicated below.

ATTEST:

RESPONDENT:

(Witness Signature)

Firm Name

(Printed Name of Witness)

By: _____
(AUTHORIZED SIGNATURE)

(Witness Signature)

(Printed Name of Signer)

(Printed Name of Witness)

(Title of Signer)

(Date Signed)

NOTE: The person signing for the Respondent shall in his/her own handwriting, sign the company's name, his/her own name and his/her title. Where the person signing for a corporation is other than the President or Vice-President, he/she must by affidavit, show his/her authority to bind the company. Said affidavit shall be attached to this Declaration of Respondent.

STATE OF _____

COUNTY OF _____

Sworn to (or affirm) and subscribed before me this _____ day of _____ 20____, by

(Name of Individual Signing)

Signature of Notary Public

My Commission Expires: _____

[Apply Notary Seal Here]

[END OF FORM 1 - DECLARATION OF RESPONDENT]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 2 – PUBLIC ENTITY CRIMES
STATEMENT**

FOR

**REQUEST FOR PROPOSALS (RFP)
INSTRUCTIONS AND SUBMITTAL
DOCUMENTS**

FOR

**General Engineering Consultant
Services**

RFP No. O-00121

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES

1. This sworn statement is submitted to Tampa-Hillsborough County Expressway Authority
by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement: _____.)

2. I understand that a "public entity crime" as defined in a Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjunction of guilt in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

i. A predecessor or successor of a person convicted of a public entity crime; or

ii. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of

goods or services let by a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on the information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate with a check mark which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Date

State of _____

County of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature in
[Name of individual signing]

the space provided above on this _____ day of _____, 20_____.

Notary Public My commission expires: _____

[Notary Seal]

[END OF FORM 2 – PUBLIC ENTITIES CRIME STATEMENT]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 3 – ANTICIPATED SBE
PARTICIPATION STATEMENT**

FOR

**REQUEST FOR PROPOSALS (RFP)
INSTRUCTIONS AND SUBMITTAL
DOCUMENTS**

FOR

**General Engineering Consultant
Services**

RFP No. O-00121

ANTICIPATED SBE PARTICIPATION STATEMENT
FOR TAMPA-HILLSBOROUGH COUNT EXPRESSWAY AUTHORITY

RFP Number: _____

Prime Contractor Name: _____

Contract Dollar Amount: _____

Is the prime contractor an SBE as described in THEA's Policy adopted February 25, 2002?
(Yes ___) (No ___)

Expected amount of contract dollars to be subcontracted to SBE(s): \$ _____

It is our intent to subcontract _____% of the contract dollars to SBE(s). Listed below are the proposed SBE sub-contractors _____ (to the extent known, please indicate whether the company holds, Minority, Women or Disadvantaged Business Enterprise Status.):

<u>SBE(s) Name</u>	<u>Type of Work/Specialty</u>	<u>Dollar Amount/Percentage</u>	<u>Minority Status</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Submitted by: _____

Title: _____

E-mail Address: _____

Telephone number: _____

Fax Number: _____

Date: _____

[END OF FORM 4 – ANTICIPATED SBE PARTICIPATION STATEMENT]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 4- CONFLICTS OF INTEREST
STATEMENT**

FOR

**REQUEST FOR PROPOSALS (RFP)
INSTRUCTIONS AND SUBMITTAL
DOCUMENTS**

FOR

General Engineering Consultant Services

RFP No. O-00121

CONFLICTS OF INTEREST STATEMENT

Check one of the boxes below:

- To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this solicitation and services engagement.

OR

- The undersigned firm, by attachment to this form, submits information which **may** be a potential conflict of interest due to other clients, contracts or property interest for this solicitation and services engagement.

RESPONDENT:

By: _____
(AUTHORIZED SIGNATURE)

(Printed Name of Signer)

(Title of Signer)

(Date Signed)

[END OF FORM 6 – CONFLICTS OF INTEREST STATEMENT]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

FORM 5 - QUESTIONNAIRE

FOR

**REQUESTS FOR LETTERS OF INTEREST (LOI) &
REQUEST FOR PROPOSALS (RFP)
INSTRUCTIONS AND SUBMITTAL
DOCUMENTS**

FOR

General Engineering Consultant Services

RFP No. O-00121

QUESTIONNAIRE

Respondent shall complete this questionnaire, sign, date and submit with its response.

1. BUSINESS INFORMATION:

1.1. Name of Primary Consultant (Respondent): _____

1.2 Location of primary office which will handle this consulting services contract:

1.3 Business Organization:

a. Number of years your firm (under any name) has been in Business: _____

b. With same person in top management position _____

c. Under present name _____

d. Number of years in Florida _____

e. Total number of full-time staff _____

f. Additional Part-time Staff _____

g. States in which you have performed activities:

2. MINIMUM QUALIFICATIONS:

2.1 Minimum Requirements:

This consulting services engagement requires that **Respondent:**

a. Have previous experience with similar work and previous experience in providing professional engineering services.

b. Procures and maintains insurance of the types and limits as specified in Section C, Attachment 3 – Insurance Requirements, Coverages and Limits.

3. EXPERIENCE AND REFERENCES:

3.1 Experience:

3.1.1. State the total contract volume and value that your organization has been responsible for in the past five years in:

a. Total Dollar value _____

b. Number of Contracts _____

3.1.2. List the dollar volume and number of governmental services engagements your organization has completed in the past 5 years:

a. Dollar Value _____

b. Number of government services engagements _____

3.2 Provide information on at least three services engagements that Respondent has performed within the past five (5) years that were similar to this work. List chronologically, starting with the last services engagement:

3.2.1 Services engagement # 1:

a. Date Services engagement Completed: _____

b. Services engagement Name: _____

c. Owner Name: _____

d. Owner Address: _____

e. Owner Telephone: _____

f. Name of Reference for this consulting services contract: _____

g. Relationship of Reference to Owner: _____

h. Title and Position Reference held for this consulting services contract:

i. Firm name where Reference was employed for this consulting services contract:

j. Reference's Telephone: _____

k. Dollar Amount: _____

l. List any other special criteria – i.e. specialized repair or equipment, etc. worked: _____

m. Describe Your Specific Scope of Work: _____

n. General Contract Amount: _____

o. Your Participation was: _____

p. Completion Date: _____

q. Was Services engagement completed on time? _____

r. Was Services engagement completed within budget? _____

s. If not explain: _____

t. Penalties imposed? (Yes or No; if Yes explain) _____

u. Any liens, claims, or lawsuits? (Yes or No, if Yes explain): _____

v. If a D/W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success did your firm have in achieving the goal. _____

w. Provide names and phone numbers of the D/W/MBE or SBE firms used on the services engagement: _____

x. Any other pertinent information? _____

[Use additional sheets as necessary.]

3.2.2 Services engagement # 2:

- a. Date Services engagement Completed: _____
- b. Services engagement Name: _____
- c. Owner Name: _____
- d. Owner Address: _____
- e. Owner Telephone: _____
- f. Name of reference for this services engagement: _____
- g. Relationship of Reference to Owner: _____
- h. Title and Position Reference held for this services engagement:

- i. Firm name where reference was employed for this services engagement:

- j. Reference's Telephone: _____
- k. Dollar Amount: _____
- l. List any other special criteria – i.e. specialized repair or equipment,
etc. worked: _____
- m. Describe Your Specific Scope of Work: _____

- n. General Contract Amount: _____
- o. Your Participation was:

- p. Completion Date:

- q. Was services engagement completed on time?

- r. Was services engagement completed within budget?

- s. If not explain: _____
- t. Penalties imposed? (Yes or No; if Yes explain) _____

- u. Any liens, claims, or lawsuits? (Yes or No, if Yes explain):

- v. If a D/W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success did your firm have in achieving the goal. _____

- w. Provide names and phone numbers of the D/W/MBE or SBE firms used on the services engagement: _____

- x. Any other pertinent information? _____

[Use additional sheets as necessary.]

3.2.3 Services engagement # 3:

- a. Date Services engagement Completed: _____
- b. Services engagement Name: _____
- c. Owner Name: _____
- d. Owner Address: _____
- e. Owner Telephone: _____
- f. Name of reference for this Services engagement: _____
- g. Relationship of reference to Owner: _____
- h. Title and Position reference held for this Services engagement:

- i. Firm name where reference was employed for this Services engagement:

- j. Reference's Telephone: _____
- k. Dollar Amount: _____
- l. List any other special criteria – i.e. specialized repair or equipment, etc. worked: _____

- m. Describe Your Specific Scope of Work: _____

- n. General Contract Amount: _____
- o. Your Participation was:

- p. Completion Date:

- q. Was services engagement completed on time?

- r. Was services engagement completed within budget?

- s. If not explain: _____
- t. Penalties imposed? (Yes or No; if Yes explain) _____

- u. Any liens, claims, or lawsuits? (Yes or No, if Yes explain):

- v. If a D/W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success did your firm have in achieving the goal. _____

- w. Provide names and phone numbers of the D/W/MBE or SBE firms used on the services engagement: _____

- x. Any other pertinent information? _____

[Use additional sheets as necessary.]

4. STAFF:

4.1 Provide information on Respondent's staff that will be assigned to this services engagement including name, years' experience, credentials and professional licenses.

POSITION	EMPLOYEE NAME	CREDENTIALS & PROFESSIONAL LICENSE	YEARS EXPERIENCE

4.2. Provide a profile of your staff listing classification of personnel, number of personnel and combined years of experience.

Classification	Number of Personnel	Combined Years of Experience	No. of 4-year Degrees
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

6. SUBCONTRACTING:

6.1 Provide a list of five sub-consultants of different trades, preferably located in the Tampa area, that you have used within the past five years. At least one of the firms should be a SBE firm or other community outreach program (i.e. W/MBE with FDOT, W/MBE with City of Tampa or Hillsborough County).

7. DEFAULTS, CLAIMS, LITIGATION AND VIOLATIONS:

7.1. List any Contract defaults or Owner Terminations for cause, which Respondent has had in at least the past five years.

Services engagement description	Year	Owner's Rep	Phone
--	-------------	--------------------	--------------

7.2. Provide detailed information of any contracts you have had within the past five years, which resulted in claims or litigation, even if they were settled out of court, or if you were a third party involved in any litigation or claim of negligence, errors or omissions.

7.3 List any EPA, FDEP or County Environmental violations or fines imposed on Respondent during last five (5) years:

The Respondent's signature below attests that the information provided herein is true and accurate.

Signature

Printed Name

Title

Date

[END OF FORM 5 - QUESTIONNAIRE]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 6 - CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

FOR

**REQUEST FOR PROPOSALS (RFP)
INSTRUCTIONS AND SUBMITTAL
DOCUMENTS**

FOR

**General Engineering Consultant
Services**

RFP No. O-00121

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

This certification is required pursuant to Florida Statute, Section 287.135.

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria, is ineligible for, and may **not** bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of \$1 million or more.

Respondent / Bidder Name: _____

Respondent /Bidder FID or EIN: _____

Address: _____

City: _____ State: _____ Zip: _____

I hereby warrant that I am duly authorized to sign and bind on behalf of the company listed above as the "Respondent/Bidder".

I hereby certify and affirm that the company listed above as the "Respondent/Bidder" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, or engaged in business operations in Cuba or Syria.

I understand pursuant to Florida Statute, Section 287.135, the submission of a false certification may subject the Respondent/Bidder to civil penalties, attorney's fees and/or costs.

RESPONDENT/BIDDER:

By: _____
(Authorized Signature)

(Printed Name of Signer)

(Title of Signer)

(Date Signed)

[END OF FORM 6 – CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 7 – ACKNOWLEDGMENT OF RECEIPT
OF ADDENDUM**

FOR

**REQUEST FOR PROPOSALS (RFP)
INSTRUCTIONS AND SUBMITTAL
DOCUMENTS**

FOR

**General Engineering Consultant
Services**

RFP No. O-00121

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

Were Addendum issued on this Solicitation?

Yes

No

I (We) hereby acknowledge receipt of the following Addendum/Addenda issued in reference to this solicitation by listing the Addendum by number, date and signing the form:

Addendum _____	Date: _____
Addendum _____	Date: _____
Addendum _____	Date: _____
Letter of Clarification _____	Date: _____
Letter of Clarification _____	Date: _____
Letter of Clarification _____	Date: _____

RESPONDENT:

By: _____
(AUTHORIZED SIGNATURE)

(Printed Name of Signer)

(Title of Signer)

(Date Signed)

[END OF FORM 7 – ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 8 – RESPONDENT’S RESPONSE
PACKAGE REVIEW CHECKLIST**

FOR

**REQUEST FOR PROPOSALS (RFP)
INSTRUCTIONS AND SUBMITTAL
DOCUMENTS**

FOR

**General Engineering Consultant
Services**

RFP No. O-00121

FORM 8

RESPONDENT’S RESPONSE PACKAGE REVIEW CHECKLIST

1. Respondent’s Response Package **must be** organized and labeled following the instructions as contained in Section B, Paragraph 2.1, Response Package.

Proposal Format	Section Title
Step 1	Letter of Interest
Step 2	Table of Contents
	<p>Completed Forms (Section C)</p> <ul style="list-style-type: none"> Form 1 - Declaration of Respondent Form 2 - Public Entity Crimes Statement Form 3 - Anticipated SBE Participation Statement Form 4 - Conflicts of Interest Statement Form 5 - Questionnaire Form 6 - Certification Regarding Scrutinized Companies List Form 7 - Acknowledgement of Receipt of Addendum Form 8 - Respondent’s Response Package Review Checklist <p>Addendum (if applicable).</p> <p>One (1) original plus four (4) copies of your response as well as one (1) digital storage media (i.e. CD, DVD or USB Drive)</p>

[END OF FORM 11 - RESPONDENT’S RESPONSE PACKAGE REVIEW CHECKLIST]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

SECTION D

ATTACHMENTS

FOR

**REQUEST FOR PROPOSALS (RFP)
INSTRUCTIONS AND SUBMITTAL
DOCUMENTS**

FOR

**General Engineering Consultant
Services**

RFP No. O-00121

ATTACHMENTS

1. Insurance Requirements, Coverages and Limits
2. Scope of Services
3. Letters of Clarification (when issued)
4. Addendum (when issued)

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**ATTACHMENT 1 – INSURANCE
REQUIREMENTS, COVERAGES AND LIMITS**

FOR

**REQUEST FOR PROPOSALS (RFP)
INSTRUCTIONS AND SUBMITTAL
DOCUMENTS**

FOR

**General Engineering Consultant
Services**

RFP No. O-00121

INSURANCE REQUIREMENTS, COVERAGES and LIMITS
for
Tampa-Hillsborough County Expressway Authority

Consultants, Contractors and Vendors, hereinafter referred to collectively and individually as "Insured" conducting business with the Tampa-Hillsborough County Expressway, "THEA" are required to maintain adequate insurance coverages and provide insurance certification to the THEA.

A. INSURANCE REQUIREMENTS:

- 1) All insurance shall be from responsible insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies or companies with AM Best ratings lower than A- or a financial size category lower than VII may be approved on a case by case basis. If the insurer does not meet these requirements, the THEA retains the right to approve or disapprove the use of the insurer.
- 2) INSURED'S liability policies, other than the Workers' Compensation and Professional Liability, shall provide that the THEA, its officials, officers and employees are additional named insured as to the operations of the INSURED under this AGREEMENT.
- 3) INSURED'S liability policies, other than the Workers' Compensation and Professional Liability, shall provide the "Severability of Interest" provision (a/k/a "Separation of Insured" provision).
- 4) The INSURED'S Certificate of Insurance(s) shall provide THEA as an additional certificate holder for all policies issued.
- 5) The INSURED'S Certificate of Insurance(s) shall state the description of the operations, i.e., "Name of Agreement" between THEA and "Name of Insured" and shall state the Contract Number assigned for the AGREEMENT between THEA and the INSURED.
- 6) The INSURED shall deliver to the THEA, within ten (10) days from the receipt of a Notice of Award of this AGREEMENT, properly executed Certificate(s) of Insurance on insurance industry standard certificate of insurance form(s) (example: ACORD form) setting forth the insurance coverages and limits required herein. All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 7) Except as otherwise specified in the AGREEMENT, the insurance will commence on or prior to the effective date of the AGREEMENT and will be maintained in force throughout the duration of the AGREEMENT. Three years completed operations coverages may be required to be maintained on specific commercial general liability policies and/or professional liability policies effective on the date of substantial completion or the termination of the AGREEMENT, whichever is earlier.
- 8) Aggregate Policy Limits on policies required of INSURED shall apply exclusively for this AGREEMENT.
- 9) INSURED authorizes the THEA to verify its insurance information with its insurance agents, brokers, surety, and insurance carriers. At THEA's request, INSURED shall provide copies of the policies at no cost to the THEA, subject to redaction by the INSURED of any proprietary information.
- 10) All insurance coverages of the INSURED shall be primary to any insurance or self-insurance programs carried by the THEA; and any THEA insurance or coverages shall not be contributory to INSURED'S insurance requirements in this AGREEMENT.

- 11) The insurance coverages and limits required of the INSURED under this AGREEMENT are designed to meet the minimum requirements of the THEA. They are not designed as a recommended insurance program for the INSURED. The INSURED alone shall be responsible for the sufficiency of its own insurance program.
- 12) All policies of insurance required herein will be specifically endorsed to require the insurer provide the THEA with thirty (30) day notice prior to any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverages required in this AGREEMENT, except for the application of the Aggregate Limits Provisions.

The endorsement will specify that such notice will be sent to:

Tampa-Hillsborough Expressway Authority, (THEA)
Contracts & Procurement Manager
1104 East Twiggs St, Suite 300
Tampa, FL 33602

- 13) The THEA accepts no responsibility for determining whether the INSURED'S insurance is in full compliance with the insurance required by the AGREEMENT. Neither the approval by the THEA nor the failure to disapprove the insurance furnished by the INSURED will relieve the INSURED of their full responsibility to provide the insurance required by this AGREEMENT.
- 14) If the INSURED fails to provide or maintain the insurance coverages required in this AGREEMENT, the THEA may terminate or suspend this AGREEMENT, or, at THEA'S sole discretion, may obtain such coverages and invoice the INSURED and include a 15% administrative cost. If not paid within 45 days, the amount will be deducted from INSURED'S invoice. The decision of the THEA to purchase such insurance coverages shall in no way be construed as a waiver of its rights under this AGREEMENT.
- 15) INSURED shall fully comply with the insurance requirements of this AGREEMENT unless excused in writing by the THEA. Any deductible applicable to any claim shall be the responsibility of the INSURED.
- 16) Any liability insurance aggregate limits are to be confirm in writing by the respective insurance company that to their knowledge, as of the date of the AGREEMENT, there are no pending claims or legal actions against the INSURED, which if resolved in favor of the claimant would impair the insurance company's ability to cover the minimum insurance limits stated herein.
- 17) Current Insurance Service Office (ISO) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the THEA without restrictive endorsement.
- 18) The INSURED will not commence work, use or occupy THEA premises in connection with the AGREEMENT until the required insurance is in force, preliminary evidence of insurance acceptable to the THEA has been provided to the THEA and the THEA has granted permission to the INSURED to commence work or use or occupy the premises in connection with the AGREEMENT.
- 19) Upon request, the INSURED shall promptly make available a certified, true and exact copy of the insurance policy and endorsements issued to the policy and any renewal thereof for THEA'S review and inspection. In the event of cancellation or non-renewal of this insurance, the INSURED agrees to purchase the maximum "extended claims reporting period" permitted under the policy within the time allowed, unless replacement coverages is

obtained with retroactive coverages applicable as of the date the INSURED services started under this AGREEMENT.

- 20) All insurance minimum coverages limits extend to any subcontractor and the Prime INSURED is responsible for all subcontractors.

B. INSURANCE COVERAGES and LIMITS:

For the term of this AGREEMENT the INSURED shall procure and maintain insurances of the types and limits specified herein.

- 1) **Workers' Compensation and Employers' Liability Insurance** - The minimum limits of Worker's Compensation/Employer's Liability Insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Workers' Compensation	Florida Statutory Requirements
Employers' Liability	
Each Accident	\$500,000
Disease – Policy Limit	\$500,000
Disease - Each Employee	\$500,000

- 2) **Commercial General Liability Insurance** - The minimum limits of Commercial General Liability Insurance (inclusive of any amount provided by an umbrella or excess policy) are:

General Aggregate	\$1,000,000
Per Person	\$1,000,000
Each Occurrence	\$2,000,000
Personal Injury	\$1,000,000
Property Damage	\$1,000,000
Products & Completed Operations	\$1,000,000

The General Aggregate Limit must be specifically applicable to the AGREEMENT between THEA and the INSURED.

The Certificate must reflect whether the policy is "claims made" or "occurrence".

Products & Completed Operations coverages to be maintained for three (3) years after final completion of the work under this AGREEMENT.

- 3) **Business Automobile Liability Insurance** - The minimum limits of Business Automobile Liability Insurance (inclusive of any amount provided by an umbrella or excess policy) covering ownership, maintenance, use, loading and unloading of all its owned, non-owned, leased or hired vehicles are:

Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	\$1,000,000
Bodily Injury & Property Damage Combined	\$1,000,000

- 4) **Umbrella Liability Insurance or Excess Liability Insurance** – Umbrella Liability Insurance or Excess Liability Insurance must provide the same coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits.

Bodily Injury & Property Damage Combined	
Each Occurrence	\$2,000,000
Aggregate (specific to this AGREEMENT)	\$2,000,000
Aggregate (not specific to this AGREEMENT)	\$1,000,000

- 5) **Professional Liability Insurance, also known as “Errors and Omissions”.**

The minimum limits of Professional Liability Insurance covering all work of the INSURED without any exclusions unless approved in writing by the THEA are:

Each Claim	\$1,000,000
Aggregate	\$1,000,000

Any deductible applicable to any claim shall be the responsibility of the INSURED and shall not be greater than \$100,000 unless approved by the THEA in writing. This coverages shall be maintained by the INSURED for a period of not less than three (3) years from the date the INSURED has completed and the THEA has accepted the services under this AGREEMENT.

- 6) **Fiduciary Liability Insurance** - The minimum limits of Fiduciary Liability Insurance covering all work of the INSURED without any exclusions unless approved in writing by the THEA are:

Each Claim	\$5,000,000
Aggregate	\$5,000,000

Any deductible applicable to any claim shall be the responsibility of the INSURED and shall not be greater than \$100,000 unless approved by the THEA in writing. This coverages shall be maintained by the INSURED for a period of not less than three (3) years from the date the INSURED has completed and the THEA has accepted the services under this AGREEMENT.

- 7) **Environmental Impairment (Pollution) Liability, (if required)** – Environmental Impairment (Pollution) Liability insurance is required only if specifically stated in the RFP Instructions and Submittal Documents package at Section A, Paragraph 2.17.

If required, the minimum limits of Environmental Impairment (Pollution) Liability insurance coverages (inclusive of any amount provided by an umbrella or excess policy) for liability resulting from pollution or other environmental impairment in connection with operations performed by or on behalf of INSURED under this AGREEMENT or the use or occupancy of THEA premises by or on behalf of the INSURED are:

Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

[END OF ATTACHMENT 1 - INSURANCE REQUIREMENTS, COVERAGES AND LIMITS]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

ATTACHMENT 2 – SCOPE OF SERVICES

FOR

**REQUEST FOR PROPOSALS (RFP)
INSTRUCTIONS AND SUBMITTAL
DOCUMENTS**

FOR

**General Engineering Consultant
Services**

RFP No. O-00121

SCOPE OF SERVICES GENERAL ENGINEERING CONSULTANT

I. Purpose

The Tampa-Hillsborough County Expressway Authority (the Authority or THEA) requires professional services of a General Engineering Consultants (GEC or Consulting Engineer) on an as needed basis in connection with a wide range of engineering, inspection, planning, design, environmental, architectural, surveying, mapping, traffic operations, Intelligent Transportation Services (ITS), project construction and technical management, landscape architecture, public involvement and administrative services related to responsibilities under the Authority's Bond Documents and support for the operation, maintenance and construction of the Expressway System and Facilities.

The following is a description of the general scope of work that the GEC may provide on a nonexclusive basis. The Authority, at its option, may elect to expand, reduce or delete any work element described herein or outsource any services to other consultants or THEA staff.

A. Bond Covenant Services Support

B. Engineering / Design Support

C. Planning Support

D. Asset Management: Maintenance Support

E. Asset Management: Traffic Operations and Intelligent Transportation Systems (ITS)

F. Construction Management and Inspection

G. Environmental Management

H. Professional Services Procurement Support

I. General Program Support

J. Other Services

II. Location

The GEC shall maintain an office in Hillsborough County, Florida. The GEC will function as an extension of Authority staff by providing qualified technical and professional personnel and subconsultants to assure that services and responsibilities assigned under this Scope of Services are effectively and efficiently carried out.

III. Beginning and Length of Services

Work task assignments will take the form of long term ongoing assignments, major project assignments, and long or short term specified tasks on a task authorization (purchase order) basis.

There is no guarantee that any or all of the services described in this Scope of Services will be assigned during the contract term. No payment for work performed shall be made to the GEC unless a purchase order has been issued.

The GEC shall develop a transition plan to be implemented upon termination of THEA's agreement to ensure a smooth, efficient and uninterrupted transition to any successor GEC, Consultant, or THEA staff.

IV. Services

The following is a description of the general scope of work to be assigned on an as-needed basis, but not intended to be all inclusive. Major tasks will require a more detailed description of the purpose and scope of work for that task or project. The GEC agrees to comply with the Authority's Small Business Enterprise Policy.

A. Bond Covenant Services

The GEC shall serve as the Authority's Consulting Engineer as set forth in the Authority's Master Resolution adopted on March 11, 1997, as subsequently amended on December 18, 2001, and Trust Agreements (Bond Documents), which are incorporated herein by reference.

The GEC may be authorized to perform the following:

- 1) Provide an independent inspection and report concerning the condition of the Expressway System not less than every two years (GEC Biannual Report), and provide such reports to the Authority Board, the State of Florida, and bondholders upon request.

The Florida Department of Transportation (FDOT), or, other consultants will perform separate independent inspection report(s) of bridges and sign structures. Their report will be incorporated into the GEC Biennial Report.

- 2) Assist and confer with THEA concerning the fiscal year budget for operation, maintenance and repair of the Expressway System.
- 3) Monitor the construction of projects financed with Bond Proceeds
- 4) Coordinate activities with THEA's Traffic and Revenue Consultant for travel demand modeling services including calibration, validation and updating.
- 5) Recommend the appropriate levels of insurance and bond requirements for professional services and construction activities.
- 6) Certify necessary amounts of multi-risk and use and occupancy insurance; and upon damage to an insured risk, approve plans for restoration or replacement of that portion of the Expressway System, certifying as to the schedule and need for replacement or restoration to protect the interests of the Authority and Registered Owners of the Authority's Bonds.
- 7) Certify that any sale, lease, or encumbrance of THEA property will not negatively impact the operation of the Expressway System.
- 8) Prepare Engineer's Report(s) for scheduled bond sales and satisfaction of any bond covenants.
- 9) Assist in preparation of an annual engineers report incorporating engineering field review and analysis of roadway, toll and structural data, and pictures recapping the overall prior year's performance.

- 10) Assist in providing required reports and supporting information to the Florida Transportation Commission on fiscal year reporting cycles.
- 11) Prepare any necessary incidental repair plans as directed.
- 12) Attend meetings as required to carry out above services.

B. Engineering / Design Support

The GEC may be authorized to perform the following:

- 1) Provide engineering markup review of design plans and construction plans prepared by others and provide written comments to cover all significant items found in the review.
- 2) Provide utility plans review and coordination and assist THEA in developing procurement documents for operational and maintenance services.
- 3) Develop project schedules, scope of work and contract provisions as requested.
- 4) Prepare cost estimates at 30%, 60% and 90% levels of design, and prepare comments on constructability. Provide an independent cost estimate of 100% plans which will serve as THEA's Engineers Construction Cost Estimate.
- 5) Provide construction engineering and inspection services, as requested.
- 6) Monitor traffic counts, including data collection, compilation and evaluation.
- 7) Collect and report data on traffic and accidents.
- 8) Conduct a traffic engineering investigation of every fatal crash occurring on the Expressway System. Review crash report compilations on a continual basis and document trends, problems and countermeasures.
- 9) Perform traffic engineering analysis necessary to evaluate existing conditions and future improvements.
- 10) Provide traffic studies and engineering analysis to determine capacity, level of service, travel times, delays, turning movements, signalization and forecast of traffic as needed.
- 11) Coordinate with other agencies on traffic operation and safety issues.
- 12) Review ingress/egress access issues and provide recommendations.
- 13) Maintain real property inventories in GIS format and assist in the disposal of excess property.
- 14) Provide geotechnical advisory support services as requested.
- 15) Coordinate environmental permitting activities for project design to construction; and manage permit process during construction and maintenance.
- 16) Negotiate utility/railroad permits for crossings, closings, relocation schedules; and resolve utility/railroad conflicts with cities, counties, and FDOT.
- 17) Provide professional right-of-way acquisition services such as appraisal services, appraisal review, acquisition, negotiation, closing and order of taking, relocation assistance, property management, preparing right-of-way records, production management, and litigation support.

- 18) Work with the Director of Finance to validate program requirements and budgets and provide support services for bond issuance or finance-related matters.
- 19) Attend meetings and site visits as required to carry out above services.

C. Planning Support

The GEC may be authorized to perform the following:

- 1) Assist THEA staff in planning its work program. This may include performing cost estimates, developing conceptual layouts, verifying other public or private plans for coordination purposes, producing schedules, comparing resources, defining interfaces with other projects or agencies and producing presentation information.
- 2) Represent THEA during regional development pre-application and response processes.
- 3) Represent THEA at technical meetings (e.g. FDOT, MPO, other expressway authorities, local government or quasi-governmental bodies) as requested.
- 4) Provide Project Development and Environment (PD&E) design criteria, construction and maintenance estimates; scopes of services, acquisition schedules; public involvement support; review of socioeconomic data; and other environmental and engineering analysis for State Environmental Impact Reports (SEIRs).
- 5) Provide exhibits, maps and presentations for public meetings.
- 6) Review THEA Traffic & Revenue Consultant design traffic modeling.
- 7) Perform general planning studies and design for minor or emergency projects.

D. Asset Management – Maintenance Support

The GEC may be authorized to perform the following:

1. Expressway (Roadway and Bridge) Maintenance Support:

- 1) Provide cost estimates and recommendation for system-wide safety, speed, crash analysis, and signage requirements.
- 2) Review construction plans and assist in developing procurement documents for operation and maintenance services.
- 3) Perform or assign services to subconsultant/contractor prequalified by FDOT, subject to THEA approval, for the following work groups: surveying and mapping, legal description, location survey, right-of-way mapping, clearing, construction surveying, soil exploration, materials testing, foundation studies, special engineering, architectural or landscape architecture studies as necessary and directed by THEA, including providing surveying and Computer Aided Design and Drawing (CADD) and geographic information systems (GIS).
- 4) Assist in the management of maintenance activities for the Authority's wetland mitigation program.
- 5) Assist in the management of maintenance activities performed by the Authority's maintenance contractors, including the Asset Maintenance Contractor.

- 6) Maintain a systems-wide signing inventory and provide engineering support for maintenance and replacement of signs.
- 7) Monitor, review and certify work performed by other consultants/contractors or THEA staff.
- 8) Prepare and certify the amounts necessary for funding operations and maintenance (O&M) projections for 20-year Renewal and Replacement Plans.
- 9) Support THEA staff in development of scopes of services relating to engineering, maintenance, facilities, or roadway operational needs.
- 10) Recommend contract retainages to limit THEA obligations in the event of a contract default for labor or materials for a project.
- 11) Maintain up-to-date project reports showing expenditures to date and remaining balances.
- 12) Review Bridge Inspection Reports of bridges in THEA ROW and work with the Director of Operations and Engineering in developing scopes and contract acquisition to resolve deficiencies found in the reports.

2. Permit Operations within Limited Access Right of Way and Other Use Permits

- 1) Coordinate with THEA's Director of Operations and Engineering to process drainage, utility, outdoor advertising/billboard, overweight/over-dimensional permits, general use, special use and filming permits within the Expressway System limited access right of way ("LA R/W"). THEA may establish fees for such use.
- 2) Review other permissive use requests outside the limited access R/W for compliance with THEA guidelines and applicable FDOT guides, specifications and design index, and other local or other jurisdictional requirements.
- 3) Require restoration and stabilization of the right of way prior to THEA's final acceptance of work.

E. Asset Maintenance – Traffic Operations and Intelligent Transportation System (ITS)

The GEC may be authorized to perform the following:

- 1) Assist in planning and design requirements for toll collection facilities and equipment.
- 2) Serve as THEA's technical representative with respect to automated electronic toll collection (AET), open road tolling, video tolling, and ITS and traffic operations projects and maintenance of THEA's fiber optic network and ITS infrastructure.
- 3) Provide qualified engineers, consultants, organizations, vendors and contractors to perform engineering analysis, design, installation and testing of specialized tolls devices, and communications and networking systems for the Authority's Traffic Operations and ITS system-wide needs.
- 4) Provide qualified individuals to perform toll equipment related construction engineering and inspection, and maintenance services for THEA's advanced ITS traveler information and traffic management systems.

- 5) Coordinate ITS needs with THEA's work program and budget projections and identify funding needs related to capital improvements, routine maintenance, and renewal/replacement of ITS equipment.
- 6) Perform analysis and design work related to storm protection of toll related operational assets, facilities and equipment. Hire specialized sub-consultants/contractors, as necessary, to perform any necessary repairs or corrections.
- 7) Provide engineering expertise in the areas of Radio Frequency (RF), automatic vehicle identification (AVI), magnetic loop technology and revenue collection systems and related technologies.
- 8) Assist in managing, scheduling and performing toll systems related hardware and software testing.
- 9) Assist in design, development, planning, recommendation, implementation and support of programs related to toll collection operations, call center operations, violation enforcement operations, back office processing systems, and other revenue collection activities and customer service needs within the toll industry.
- 10) Review contractor/consultant performance of services to determine adequacy of work performed as reported in requests for progress payments.
- 11) Conduct detailed traffic operations studies and capacity analyses to identify and correct capacity deficiencies on the Expressway System.
- 12) Direct, develop, and update engineering plans which address security, safety enhancement, and THEA's evacuation procedures.

F. Construction Management

The GEC may be authorized to perform the following:

- 1) Assist in developing engineer's estimate and contract time for projects.
- 2) Provide constructability and bid-ability review of plans and specifications as necessary in packaging of construction contract bids.
- 3) Conduct pre-bid conference for construction, operations and maintenance contracts.
- 4) Recommend possible changes for improvement to contract documents that include the use of innovative processes and methods to reduce construction project time, cost overruns, and increase the quality of the project and safety to the traveling public.
- 5) Develop scopes of services, special provisions, technical special provisions, supplemental specifications, supplemental agreements, work orders, estimates, request for proposals and other contract related documents.
- 6) Review contractor's bid tabulation submittals and line item prices and compare with the Engineer's Estimate. Also attend and participate in value engineering studies.
- 7) Verify that the contractor has procured all necessary construction and utility permits, material allocations, and other project-required authorizations, including approved shop drawings and other specs and data.

- 8) Review and negotiate construction management or contractor fee proposals for supplemental agreements, change orders, and work orders on construction related services; and requests for extra work or adjustments in accordance with FDOT Standard Specifications for Road and Bridge Construction, and THEA policies, procedures and specifications.
- 9) Recommend the appropriate levels of insurance requirements for construction activities and professional services as necessary for balancing the need to limit THEA exposure and reduce project costs.
- 10) Prepare and maintain a monthly construction work status and monitor the SBE (MBE, WMBE, DBE) payout curves for accuracy on all active construction contracts.
- 11) Assist THEA Project Manager's efforts to track time and money, and produce monthly reports to insure THEA's plan review process is sufficient.
- 12) Provide periodic reviews of contractor schedules, including recommendation of bonus incentive projects and milestone conditions, and review and sign-off contractor's requests for payment. Areas of concern may include, but not be limited to asphalt paving operations, earthwork, concrete, structures, striping, signing, building/structures, permit compliance and preparation of record drawings in a timely manner.
- 13) Ensure that all CEI and contractor services and work product are performed or prepared in accordance with FDOT standards and specifications and other relevant federal, state and local procedures, and conform to contract requirements of acceptance, rejection, rework or replacement, quality control, and materials testing. If non-compliance is observed, recommend and implement corrective action.
- 14) Provide electronic document control support to govern the distribution and file copies of project-related correspondence, plans, drawings, specs, equipment inventories, permits, correspondence, and contract documents.
- 15) Provide construction related documents, as-built documents, and reports for a Dispute Review Board, or Authority Board, if necessary.
- 16) Assist the Director of Operations and Engineering in analyzing and managing Notices of Intent to claim, and certified claims on construction and CEI contracts.

G. Environmental Management

- 1) The GEC may be authorized to provide expertise, review and oversight of wetlands ecology, botany, biology, chemistry, geology, hydrology, archaeology, engineering, noise analysis, air analysis, social and cultural analysis, wildlife ecology, hazardous materials, traffic analysis, landscape architecture, CADD, GIS, and other areas necessary to manage program areas which include but are not limited to:
 - PD&E and SEIR Reports
 - Prepare permit packages to include drawings and data provided by design consultants.
 - Prepare and/or review and provide written comments on permit requirements.
 - Environmental Permit
 - Monitor environmental permit status and production schedules.
 - Identify permit conditions and effects during contract development.
 - Monitor construction and maintenance project compliance with permit

conditions and requirements.

- Assist in expediting submittals to environmental agency (ies) and coordination with other governmental agency.
- Environmental Management Support
 - Manage and coordinate THEA's hazardous materials/contamination program, noise impact program, and other programs in accordance with environmental laws, policies, rules and procedures.

H. Professional Services Procurement and Contract Support

The GEC may be authorized to perform the following:

- 1) Assist in the acquisition of professional services for architecture, professional engineering, landscape architecture, and land surveying; and other contractual services such as planning services, right-of-way services, and other contractual services.
- 2) Develop scopes of work, procurement documents, special contract provisions, and assist THEA with coordinating /conducting site visits and scope of services meetings.
- 3) Prepare man hours and cost estimates for proposed services; assist THEA in the review and evaluation of consultant technical and fee proposals.
- 4) Provide written recommendations of the lowest responsive bid based on Authority's best interest, when requested for selection and project awards.
- 5) Assist THEA staff in negotiating consultants' price proposals or extension of time requests for performance of services.
- 6) Develop milestone schedules and track performance of services and coordination of activities with various entities involved in a project.
- 7) Prepare Notice to Proceed packages.
- 8) Develop and implement procedures for consultant involvement and coordinate submittal of contractor shop drawings and design services during construction.
- 9) Analyze and recommend insurance requirements for providing professional consultant services or contractor services.
- 10) Review and sign off consultant invoice submittals. Monitor payment compliance for subcontractor or SBE services.
- 11) Provide subcontract advice on technical matters requiring specialized skills, techniques or equipment.
- 12) Assist the Authority in evaluating unsolicited proposals for transportation projects.
- 13) Assist with any bid protest and provide services directly to THEA's General Counsel or designee.
- 14) Coordinate activities with Director of Operations & Engineering and Contracts Manager.

I. General Program Support and Administrative Services

The GEC may be authorized to perform the following:

- 1) Assist THEA in developing and maintaining an electronic document control and filing system of project file correspondence, reports, plans, official documents and technical data such as design drawings, structural, roadway, construction and as-built drawings, and CADD and Geographical Information Systems (GIS) files.
- 2) GEC shall ensure that all hard copies of contract documents and supporting documents are stored at its office through project completion. Project files shall be transferred to THEA upon completion of the work or as otherwise directed.
- 3) Records management and storage procedures will be coordinated with THEA's Administrative Services Manager and Director of Operations and Engineering.
- 4) Comply with the Authority's minority (MBE, DBE, WMBE) participation requirements according to its Small Business Enterprise (SBE) Policy.
- 5) Furnish testimony in administrative hearings or other litigation and/or prepare trial exhibits.
- 6) Represent THEA at industry functions and meetings as required.

J. Other Services

The GEC may be authorized to perform the following:

- 1) Minor Design and CEI Services
 - Provide design and CEI services on an assigned project, as approved by the Authority.
 - Provide design and CEI services on an emergency basis.
- 2) Special/Technical
 - Provide CADD support for THEA and provide liaison between design, maintenance and construction in this area.
 - Provide surveying field equipment and personnel sufficient to provide any necessary services to complete special surveys, as directed, or to resolve survey issues.
 - Monitor construction activities through aerial photography, if needed.
 - Assist in development of safety guidelines and a safety policy (Emergency Response Manual) for THEA Operations & Maintenance Department; and provide support as needed in an area-wide emergency such as a hurricane or other catastrophic event.
 - Provide administrative support to THEA staff on an as-needed or emergency basis.
 - Monitor and audit final estimates and perform administrative tasks for project closeout.
 - Warranty management and enforcement.
 - Property inventory and management.
- 3) Public Communications Support
 - The GEC may be directed on a case-by-case basis to assist in the following:
 - Strategic Workshops, Long Range Planning Workshops (Vision Plan).
- 4) Miscellaneous tasks as needed to conduct day-to-day THEA business. Building Management and Maintenance
 - Assist the Director of Operations and Engineering in management of THEA's

buildings including environment control and access.

- Assist the Director of Operations and Engineering in acquisition of contractors and personnel to perform maintenance and repair of THEA's buildings and properties not otherwise identified in the Scope of Services.

- 5) Other professional GEC services in support of THEA's program areas such as Roadway Maintenance; Facilities and Telecommunication Maintenance; Traffic Operations; Construction Management and Materials; and Geotechnical Engineering not otherwise identified in this Scope of Services in addition to or to replace services being provided to THEA by other consultants or contractors.

[END OF ATTACHMENT 2 – SCOPE OF SERVICES]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**ATTACHMENT 3 – LETTERS OF
CLARIFICATION
(when issued)**

FOR

**REQUEST FOR PROPOSALS (RFP)
INSTRUCTIONS AND SUBMITTAL
DOCUMENTS**

FOR

**General Engineering Consultant
Services**

RFP No. O-00121

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**ATTACHMENT 4 – ADDENDUM
(when issued)**

FOR

**REQUEST FOR PROPOSALS (RFP)
INSTRUCTIONS AND SUBMITTAL
DOCUMENTS**

FOR

**General Engineering Consultant
Services**

RFP No. O-00121