



# ***MISCELLANEOUS PLANNING, TRAFFIC AND PEDESTRIAN FACILITIES***

## **THEA PROJECT No. P-1225**

### **RESPONSIBLE DEPARTMENT**

Robert (Bob) Frey, AICP  
Director of Planning and Innovation

### **PROCUREMENT DEPARTMENT**

Shannon Bush  
Contracts and Procurement Manager  
1104 East Twiggs Street, Suite 300  
Tampa, Florida 33602  
Telephone Number: (813) 272-6740  
Email: [Procurement@tampa-xway.com](mailto:Procurement@tampa-xway.com)

**Notice:** This document is constructed in four (4) sections. Section A contains the general information and general conditions the respondents need to prepare an Expanded Letters of Response (ELOR) package. Section B contains service-specific information and specific response requirements. Section C contains forms required to be submitted as part of the ELOR package. Section D contains attachments incorporated into the ELOR package for general information and reference.

**TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY**  
**PROJECT NO. P-1225**  
**Miscellaneous Planning, Traffic, and Pedestrian Facilities**

The Tampa-Hillsborough County Expressway Authority (THEA) is soliciting responses from qualified respondents interested in providing specialized services on an as-needed basis related to miscellaneous planning, traffic, and pedestrian facilities services (the “Services”) for THEA. THEA contemplates engaging one or more firms under a “continuing contract” as defined by the Florida Competitive Consultants Negotiation Act, Florida Statutes 287.055(2)(g), and in accordance with THEA’s Procurement Policy. THEA is also looking for qualified respondents who have a local presence in the Tampa Bay/Orlando area. The successful respondent(s) and their team(s) shall have proven experience in local and state transportation planning, the federal and state environmental study process, and traffic analysis to the Florida Department of Transportation (FDOT) and the American Association of State of Highway Transportation Officials (ASHTO) standards. The successful respondent(s) and their team(s) shall have proven experience in the USDOT Safe Systems approach, mobility planning, facility conceptual design, urban design, system resilience planning, and placemaking. Experience in planning, design, “owner representative,” and architectural services for transportation infrastructure enhancements and public space enhancements are needed for the successful completion of this project. The successful respondent(s) and their team(s) will have professionals for the broad range of disciplines and expertise (i.e. planner, designers, architects, traffic engineer, etc.) as may be needed for performing the Services. Only firms with FDOT pre-qualifications listed below, as well as THEA Specific services, at the time of the submittal are eligible for selection.

Prequalified Work Types:

- Group 2 – Project Development and Environmental (PD&E) Studies
- Group 3 – Highway Design – Roadway
- Group 4 – Highway Design – Bridges
- Group 6 – Traffic Engineering and Operations Studies
- Group 7 – Traffic Operations Design
- Group 8 – Survey and Mapping
- Group 11 – Engineering Contract Administration and Management
- Group 13 – Planning
- Group 14 – Architect

THEA contemplates engaging one or more firms under a “continuing contract” as defined by the Florida Competitive Consultants Negotiation Act, Florida Statutes 287.055(2)(g), and in accordance with THEA’s Procurement Policy.

Work under the agreement(s) will be assigned on an as-needed basis. THEA gives no assurance that any work will be assigned. THEA may also choose to advertise and contract separately for consultant services for any future projects. Assignments may be adjusted based upon THEA’s review of other important considerations (i.e. consultant’s availability of work forces, quickness of response, turnaround time, consultant’s special expertise, parity of work assignments, SBE participation, etc.). Work assignments will be subject to funding each fiscal year by THEA. THEA also reserves the right to terminate the contract(s) at its convenience with proper notice.

In its sole and absolute discretion, THEA intends to award a contract to the respondent(s) who is determined to be the most responsive and responsible in accordance with the evaluation process described herein. Selection will be made from the Expanded Letters of Response (ELOR) packages and Oral Presentations. THEA will evaluate the ELOR packages and will shortlist a minimum of three (3) but not more than five (5) respondents that will proceed to Oral

## Presentations.

Interested respondents are to obtain a copy of the ELOR Instructions and Submittal Documents and submit a completed ELOR package to THEA as referenced in Paragraph 1.4, Schedule of Events.

ELOR packages shall include completion of the documents and required forms attached within this solicitation in Section C. Required Forms. Respondents failing to submit the Required Forms may be deemed non-responsive. The Schedule of Events containing additional important deadlines is located in Section A, Paragraph 1.4., "Instructions and Submittal Documents".

The Instructions and Submittal Documents are available on THEA's website (<https://www.tampa-xway.com/doing-business/procurement/>) and through the DemandStar System (<https://network.demandstar.com/>).

Questions concerning this advertisement **must** be directed by email to THEA's Procurement Office at [procurement@tampa-xway.com](mailto:procurement@tampa-xway.com).

## **SECTION A**

### **GENERAL INFORMATION AND GENERAL CONDITIONS**

#### **1. GENERAL INFORMATION:**

##### **1.1 INSTRUCTIONS TO RESPONDENTS:**

To be considered, responses must be made in accordance with the instructions and requirements as contained within this advertisement's corresponding sections.

##### **1.2 ATTACHMENTS:**

The documents listed in Section D of this advertisement are, by this reference, hereby incorporated into and made a part of this advertisement as though fully set forth herein.

##### **1.3 PROCUREMENT PROCESS:**

The procurement process that will be utilized for this engagement will be Expanded Letters of Response (ELOR) and Oral Presentations. It is THEA's intention to solicit responses from potentially qualified respondents and to enter into a contract for services upon successful negotiation of satisfactory contracts with the respondents whose response is judged, through the evaluation and negotiation process, to be in the best interest of THEA in its sole and absolute discretion.

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

Respondents must submit a "Expanded Letters of Response (ELOR) Package" conforming to and containing all documents, forms and information as required by the Expanded Letters of Response (ELOR) Instructions and Submittal Documents and as specifically identified in Section B, Service Information and Expanded Letters of Response (ELOR) Requirements at Section 2.1, Expanded Letters of Response (ELOR) Package.

THEA will evaluate the ELOR packages and will shortlist a minimum of three (3) but not

more than five (5) respondents that will proceed to Oral Presentations.

THEA will evaluate and rank all responses received by the submittal date as set forth in this advertisement, 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, THEA reserves the right to waive as informalities any irregularities in any response and to reject any and/or all responses, in its sole and absolute discretion. THEA is contemplating engaging with one or more firms and will commence contract negotiations with the top-ranked firm(s).

#### 1.4 **SCHEDULE OF EVENTS:**

The selection process will adhere to the following schedule. All times given are Eastern Standard 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 ELOR package to be rejected and disqualified from further consideration.

#### **SCHEDULE OF EVENTS**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>LOCATION</b>
<b>August 27, 2024, by 5:00 PM</b>	Advertisement published	THEA Website & Demandstar
<b>September 11, 2024, by 9:00 AM</b>	Deadline for respondent's submission of questions to THEA	Email to <a href="mailto:Procurement@tampa-xway.com">Procurement@tampa-xway.com</a>
<b>September 18, 2024, by 5:00 PM</b>	Deadline for THEA to respond to respondent's questions	THEA Website & Demandstar
<b>October 2, 2024, by 9:00 AM</b>	Deadline for submitting Expanded Letters of Response (ELOR) Package	Email to <a href="mailto:Procurement@tampa-xway.com">Procurement@tampa-xway.com</a>
<b>October 16, 2024, by 9:00 AM</b>	Evaluation committee submits scoring to THEA Procurement Office	Email to <a href="mailto:Procurement@tampa-xway.com">Procurement@tampa-xway.com</a>
<b>October 23, 2024, @ 11:00 AM</b>	Evaluation committee confirm ranking and discussion of ELOR packages of shortlisted respondents	THEA Office 1104 E. Twiggs Street, Suite 300 Tampa, FL 33602
<b>November 5, 2024</b>	Oral presentations with shortlisted respondents	THEA Office 1104 E. Twiggs Street Tampa, FL 33602
<b>November 5, 2024; directly following the last presentation</b>	Evaluation committee meeting	THEA Office 1104 E. Twiggs Street Tampa, FL 33602
<b>November 19, 2024, by 9:00 AM</b>	Evaluation committee submits final scores to THEA Procurement Office	Email to <a href="mailto:Procurement@tampa-xway.com">Procurement@tampa-xway.com</a>
<b>November 20, 2024, @ 11:00 AM</b>	Evaluation committee meets to confirm final scores and final ranking of respondents	THEA Office 1104 E. Twiggs Street, Suite Tampa, FL 33602

<b>November 21, 2024, by 5:00 PM</b>	Posting of Notice of Intended Final Ranking	THEA Website & Demandstar
<b>December 16, 2024, @ 1:30 PM</b>	Board approval of final ranking and award of contract	THEA Board Room 1104 E. Twiggs Street Tampa, FL 33602
<b>December 17, 2023, by 5:00 PM</b>	Posting of Final Ranking	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](http://www.demandstar.com)) and is also available through a link on the THEA website ([www.tampa-xway.com](http://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 solicitation, pursuant to the Americans with Disabilities Act, should contact the THEA Procurement Manager in person at 1104 East Twiggs Street, Suite 300, Tampa, Florida 33605 or by telephone at 813-272-6740, or by email at [Procurement@tampa-xway.com](mailto:Procurement@tampa-xway.com) at least five (5) business days prior to the scheduled meeting.

**1.7 ELECTRONIC DISTRIBUTION SYSTEM:**

THEA advertisement for solicitations are issued electronically via THEA Website (<https://www.tampa-xway.com/procurement/#>) and Demand Star's eProcurement distribution system. (DemandStar Contact Information: Telephone: 800-711-1712 /[www.demandstar.com](http://www.demandstar.com))

Obtaining documents through DemandStar ensures respondents have the following capabilities:

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

**RESPONDENTS WHO OBTAIN THIS SOLICITATION DOCUMENTS REGARDING THIS SOLICITATION FROM SOURCES OTHER THAN DEMANDSTAR ARE CAUTIONED THE SOLICITATION DOCUMENTS MAY BE INCOMPLETE.**

**1.8 QUESTIONS ABOUT THE SOLICITATION OR THE SERVICES:**

All requests for interpretation, clarification or questions about the procurement process or the Services **must be in writing**, addressed to THEA, Procurement Department at [Procurement@tampa-xway.com](mailto:Procurement@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 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](http://www.demandstar.com)) and the THEA 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 solicitation.

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 6**.

All Letters of Clarification and Addendum so issued shall become part of the contract documents.

#### **1.9 COMMUNICATIONS/CONE OF SILENCE:**

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

Any communications regarding this advertisement must be in writing to THEA, Attention Procurement Department at [procurement@tampa-xway.com](mailto:procurement@tampa-xway.com).

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

#### **1.10 MODIFICATION AND WITHDRAWAL:**

ELOR 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 ELOR Package confers no right of withdrawal or modification after the ELOR has been opened at the appointed time and place by THEA.

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

#### **1.11 DISQUALIFICATION AND CANCELLATION OF THIS SOLICITATION:**

THEA reserves the right to disqualify ELOR Packages 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 ELOR Package nonresponsive that is not prepared and submitted in accordance with the instructions as contained within this solicitation and may waive as informalities any irregularities, or reject any and all responses, at its sole and absolute discretion.

THEA reserves the right to reject, at its sole and absolute discretion, an ELOR Package if the evidence submitted by the respondent or an investigation of the qualifications and/or experience of the respondent fails to satisfy THEA's Evaluation Committee that such

respondent is sufficiently qualified or experienced to carry out the obligations as required in the solicitation. THEA also reserves the right to reject all ELOR Packages to the solicitation, in its sole and absolute discretion.

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

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

1.11.2 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 the response package contingent on another contract award.

#### **1.12 WAIVER OF IRREGULARITIES:**

THEA reserves the right to waive as informalities any irregularities contained in any ELOR 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.

#### **1.13 BINDING OFFER:**

Respondent's submission of an ELOR Package will be considered a binding offer to perform the required services, assuming all terms are negotiated satisfactorily. The submission of an ELOR Package shall be taken as prima facie evidence that the respondent has familiarized itself with the contents and requirements of this solicitation.

#### **1.14 COST OF PREPARATION:**

The cost of preparing an ELOR Package for this solicitation shall be borne entirely by the respondent.

#### **1.15 DELIVERY OF ELOR PACKAGE:**

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

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

All ELOR Packages shall be delivered using the method stated in the **Deadline for Submitting Expanded Letters of Response (ELOR) Package** referenced in Paragraph 1.4, Schedule of Events.

All ELOR Packages must be submitted in accordance with the instructions set forth within the solicitation Instructions and Submittal Documents and specifically in accordance with the requirements of Section B.

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

**1.16 OPENING OF ELOR PACKAGES:**

ELOR Packages will be received and opened on the date and time and at the location specified for the **Deadline for Submitting Expanded Letters of Response (ELOR) Package** referenced in Paragraph 1.4, Schedule of Events. The Procurement Office will conduct examinations of the ELOR Packages for responsiveness to the requirements of the solicitation. Those determined to be non-responsive and for not responsible will be automatically rejected. Responsive packages will be delivered to the Evaluation Committee to be evaluated.

**1.17 ELOR PACKAGE EVALUATIONS:**

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.

An Evaluation Committee consisting of representatives of THEA will be established to review and evaluate all ELOR Packages submitted in response to this solicitation THEA reserves the right to request additional information and clarification of any information submitted, including any omission from the original response.

The Evaluation Committee will meet to confirm their scores of the ELOR Packages and Shortlist a minimum of three (3) but not more than five (5) respondents on the date, time, and at the location stated for **Evaluation Committee Meets to Shortlist Firms** referenced in Section A, Paragraph 1.4, Schedule of Events. Respondents are not required to attend; however, the meeting is open to the public.

Criteria for evaluating the ELORs to shortlist respondents are as follows:

	<b><u>SHORTLIST EVALUATION CRITERIA</u></b>	<b><u>Maximum Points</u></b>
1.	<p><b><u>Understanding the Scope</u></b>  <u>The respondent shall demonstrate their understanding of the scope of services including any unique issues involved in any project and their ability to meet the challenges. Assumptions (if any) should be clearly stated. Having knowledge of THEA and the jurisdictions THEA operates is required.</u></p>	35
2.	<p><b><u>Qualifications and Experience of Key Personnel</u></b>                      The Consultant firm shall discuss the availability of qualified staff.</p> <ul style="list-style-type: none"> <li>• Provide the name of the proposed Project Manager key staff with roles by function.</li> <li>• Provide the credentials/expertise/experience of the key staff</li> <li>• Provide Project Administrator experience in overseeing scope of services, submitting invoices, progress reports and outside Agency requirements (USDOT, FHWA, FDOT, etc)</li> <li>• Explain the organization of the team, how this team can meet the scope and the functional responsibilities of each subconsultant.</li> <li>• Discuss the staffing quality and availability, individuals experience on similar projects</li> </ul>	25



3.	<p><b><u>Quality Assurance</u></b>  <u>The Respondent firm shall demonstrate its implementation and commitment to a Quality Assurance Program that is specific to these Services and meets the requirements of the Services.</u></p> <ul style="list-style-type: none"> <li>• <u>Discuss key aspects of the firm's QA program that are most important to its success in providing the Services.</u></li> <li>• <u>Present their review and QA/QC approach. Include discussion on types of documents to be reviewed, frequency of reviews, official and unofficial reviews</u></li> <li>• <u>Discuss project QA/QC responsibilities</u></li> </ul>	15
4.	<p><b><u>Communication</u></b>  <u>The Respondent will discuss the PM's ability to communicate with THEA and their commitment in responding to THEA.</u></p> <ul style="list-style-type: none"> <li>• <u>Discuss their approach to timely review and submittal of contractor invoices, THEA personnel action requests, and committing requested personnel in a timely manner. The Respondent shall discuss their communication with their subconsultants. The Respondent will discuss their approach to communicating with the Authority and with the public.</u></li> </ul>	15
5.	<p><b><u>Workload:</u></b>  <u>The Respondent shall discuss its recent, current and projected workload, as well as, workforce availability to undertake THEA work.</u></p> <ul style="list-style-type: none"> <li>• <u>Identify other current and projected work that the Respondent has or is pursuing and their impact on the staffing for this project</u></li> </ul>	10
<b>Total</b>		100

**The 100 total points are for scoring of the Shortlist firms only and will not carry over to the Evaluation Criteria in Section 1.19.**

After ranking by the evaluation committee, the respondents will be contacted by the THEA Procurement Office regarding the order of the oral presentations. The top ranked firms (minimum of three (3) and a maximum of five (5)) be shortlisted to advance to the Presentations in Paragraph 1.18.

**1.18 PRESENTATIONS:**

Presentations will be used to select the successful respondents from an initial Shortlist.

The order of presentations will be established by random drawing by the Procurement Office. A representative of the Procurement Office shall facilitate the presentations, be the timekeeper during the meeting, and ensure the respondents adhere to the time constraints set forth in this section.

The respondents will be responsible for bringing their own electronic devices to connect to THEAs conference room equipment via an HDMI port. Approximately 5 minutes will be allowed for set-up and breakdown of respondents' equipment for the presentation. The respondent will be required to submit their presentation to the Procurement Office prior to the scheduled presentation. Set-up and breakdown are not included in the time limit for presentation or Question-and-Answer. Each shortlisted respondent will be allotted 5 minutes for opening statements, followed by a 20-minute presentation. A 15-minute Question-and-Answer session for clarifying questions by the Evaluation Committee will be held until the end of the presentation.

No additional handouts or visual aids other than the presentation and business cards are permitted before, during, or after the presentation. Respondents are not permitted to use

any other clocks, smartphones, laptops, or tablets during the presentation outside of the equipment used for the presentation.

#### **1.19 EVALUATION CRITERIA:**

The Evaluation Committee will meet to confirm their scores of the presentations and final ranking of the respondents on the date, time, and at the location stated for Evaluation Committee Meets to Confirm Scores and Final Ranking of Firms 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 reserves the right to request additional information and clarification of any information submitted, including any omission from the original response.

The presentation will be scored by the Evaluation Committee per the criteria provided below. The maximum points to be earned in the Evaluation are one hundred (100) points per evaluator.

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

	<b>PRESENTATION EVALUATION CRITERIA</b>	<b>Maximum Points</b>
1.	<p><b><u>Understanding the Scope</u></b>            The respondent shall demonstrate their understanding of the scope of services, including any unique issues involved, and their ability to meet the challenges of providing planning services for analysis. Assumptions (if any) should be clearly stated.</p>	40
2.	<p><b><u>Ability to convey Experience</u></b></p> <ul style="list-style-type: none"> <li>• The respondent shall discuss the experience and availability of qualified staff.</li> <li>• Provide the credentials/expertise/experience of the key staff, to include Senior Project Engineer.</li> <li>• Explain the organization of the team, how this team can meet the unpredictable needs, and the functional responsibilities of each subconsultant.</li> <li>• Discuss the staffing quality and availability, individuals experience on similar projects</li> <li>• The Team's ability to convey the information and the ability to speak to a group will be evaluated as these Services will require considerable communication with a variety of audiences, The ability to react to questions will be paramount.</li> </ul>	25
3.	<p><b><u>Quality Assurance</u></b>            The respondent firm shall demonstrate their implementation and commitment to a Quality Assurance Program that is specific to these Services and meets the requirements of these Services.</p> <ul style="list-style-type: none"> <li>• Discuss key aspects of the firm's QA program that are most important to the success on these types of Services, as unexpected requirements can introduced.</li> <li>• Present their project review and QA/QC approach.</li> <li>• Discuss project QA/QC responsibilities</li> </ul>	15
4.	<p><b><u>Innovative Approach</u></b>            The respondent will discuss their team's ability to take the THEA Project Managers direction and provide innovative solutions. This contract will require looking for industry acceptable solutions that may meet alternate standards (NACTO) and adhere to the USDOT Safe System Approach.</p> <p>Providing both summaries and PowerPoint presentations that explain unique and complicated subject matter to include not only how a solution works, but also potentially business use cases and resiliency impacts on the Agency's Work Program.</p>	15
5	<p><b><u>Workload:</u></b>            The respondent shall discuss its recent, current and projected workload, as well as, workforce availability to undertake THEA work.</p> <ul style="list-style-type: none"> <li>• Identify other current and projected work that the respondent has or is pursuing and their impact on the staffing for this project</li> </ul>	5
<b>TOTAL:</b>		<b>100</b>

After ranking of the respondents presentations 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.

**1.20 FINAL SELECTION:**

The ranking of respondents based on the evaluation committee's evaluation will be presented to the THEA's Board of Directors for consideration and approval with a recommendation that the highest-ranked respondents(s) be selected 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 of Directors may decide to reject all proposals.

After approval of the final ranking of the respondents and award of the contract(s) 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.

### **1.21 AWARD OF CONTRACTS:**

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

Upon approval of the final ranking by the THEA Board of Directors, THEA will begin negotiations with the top ranked respondent(s). Negotiations will include discussion of miscellaneous fees and other charges, insurance requirements, and any other negotiable terms and conditions of the contract. Once THEA and the selected firm(s) have negotiated a satisfactory agreement THEA may then enter into a contract with the selected respondent(s).

### **1.22 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 after the Protest Period of 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:**

The successful respondent(s) and their team(s) shall have proven experience in local and state transportation planning, the federal and state environmental study process, and traffic analysis to the Florida Department of Transportation (FDOT) and the American Association of State of Highway Transportation Officials (ASHTO) standards, as well as the USDOT Safe Systems Approach and NACTO as it impacts urban pedestrian facilities. The successful respondent(s) and their team(s) shall have proven experience in mobility planning, design, agency coordination, urban planning, design, placemaking, resiliency, and work program development. The successful respondent(s) and their team(s) will have professionals for the broad range of disciplines and expertise (i.e. planner, designers, architects, traffic engineer, landscape architects, drainage etc.) as may be needed for performing the services (the "Services"). Only firms with FDOT pre-qualifications for the services listed, as well as the THEA Specific services, at the time of the submittal are eligible for selection.

Prequalified Work Types:

Group 2 – Project Development and Environmental (PD&E) Studies

Group 3 – Highway Design – Roadway

Group 4 – Highway Design – Bridges

Group 6 – Traffic Engineering and Operations Studies

Group 7 – Traffic Operations Design

Group 8 – Survey and Mapping

Group 11 – Engineering Contract Administration and Management

Group 13 – Planning

Group 14 – Architect

The respondent must include with its ELOR Package a completed FORM 4 – 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 Services.

Failure to submit a completed FORM 4 – QUESTIONNAIRE shall be cause for determining the respondent non-responsible and/or its ELOR Package non-responsive to the solicitation resulting in rejection and disqualification at the sole and absolute discretion of THEA.

## **2.2 PERSONNEL:**

ELOR 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 ELOR Package.

By submitting an ELOR Package, the respondent agrees and acknowledges that it will provide the full complement of staff required to perform the Services, including the specific individuals named in the respondent's ELOR Package.

The specific key personnel named in the respondent's ELOR Package shall remain assigned for the duration of the Services unless otherwise agreed to in writing by THEA.

After the award of the resulting contract from this solicitation, in the event that 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 provide the Services.

## **2.3 AVAILABILITY OF PERSONNEL:**

Personnel described in the respondent's ELOR 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 qualified "Project Manager" having experience in performing and/or administering similar types of services and who will be 100% responsible for oversight and management of the Services.

The "Project Manager" shall be the single point of contact as liaison with THEA during the procurement process and during performance of the awarded contract. THEA desires that the Project Manager be located in the Tampa Bay/Orlando area to be able to respond to requests and/or meetings in a timely manner.

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 respondent'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(s) shall enter into contract(s) with THEA for the Services with the terms and conditions as specified within this solicitation's Instructions and Submittal

Document.

**2.6 CONTRACT DURATION:**

The contract duration will be for three (3) years with two (2) one-year THEA options to extend.

**2.7 CONTRACT ASSIGNMENT:**

The selected respondent(s) 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 ELOR Package or annul the award in the event respondent's ELOR 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(s) will become the sole property of THEA.

**2.11 PUBLIC RECORDS LAW:**

In accordance with *Florida Statutes* section 119.0701, and, except as may be provided by other applicable State and Federal Laws, all respondents should be aware that this advertisement 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 ELOR Package which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exemption law.

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

**2.12 INDEMNIFICATION (GENERAL LIABILITY):**

The contracts will contain an indemnification clause wherein the selected respondents agree 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 utilize by the respondent in performance of the contract.

**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 during or after completion of the Services. These obligations shall survive acceptance of any goods, services, and/or performance and payment therefore 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, consultant, subcontractor, or contractor 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 respond to this solicitation must include a current sworn statement pursuant to Section 287.133 (1) Florida Statutes, on public entity crimes. A copy of the required **Form 2 - PUBLIC ENTITY CRIMES** is contained in Section C.

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 INSURANCE REQUIREMENTS:**

For the term of the contract and during contract award the respondent shall procure and maintain insurances of the types and limits specified in **ATTACHMENT 2, INSURANCE REQUIREMENTS, COVERAGES AND LIMITS**.

**2.16 BID SECURITY:**

A Bid Security is not required for this solicitation.

**2.17 PAYMENT AND PERFORMANCE BOND:**

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

**2.18 CONFLICTS OF INTEREST:**

The respondent shall state if it represents clients that may present conflicts or potential conflicts with representation of THEA. Respondent shall provide a list of any potential conflicts by description. Respondent need not identify a particular client. If conflicts are listed, the respondent shall address how these conflicts will be resolved. A copy of the required **CONFLICTS OF INTEREST STATEMENT** is contained in Section C as **Form 3**.

**2.19 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, Iran Terrorism Sectors List, Boycott Israel 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, Iran Terrorism Sectors List, Boycott Israel 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, Iran Terrorism Sectors List, Boycott Israel List 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/Contractor is found to have submitted a false statement or if Respondent/Contractor 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*, Iran Terrorism Sectors List, Boycott Israel List 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 **Form 4 - CERTIFICATION REGARDING SECURITIZED COMPANIES LIST** is contained in Section C.

## **2.20 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 solicitation shall utilize the U.S. Department of Homeland Security's E-Verify System ([www.uscis.gov](http://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 advertisement.

The selected respondent entering a contract for this solicitation shall also require sub-consultants performing work or providing services during the term of the resulting contract from this advertisement to utilize the U.S. Department of Homeland Security's E-Verify System ([www.uscis.gov](http://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 subconsultant during the term of the resulting contract from this solicitation.

The selected respondent and all its subconsultants shall provide proof of registration and required certificate (as of January 1, 2021) in the E-Verify system to THEA upon execution of a contract.

## **2.21 NOTICE OF PROTEST:**

### **2.21.1 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 advertisement 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.

**2.21.2 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.

**2.22 EXPANDED LETTERS OF RESPONSE (ELOR) PACKAGE REVIEW:**

To assist respondents in preparing and submitting a complete ELOR Package, a checklist is included for respondent's use.

The **RESPONDENT'S Expanded Letters of Response (ELOR) PACKAGE REVIEW CHECKLIST** is contained in Section C as **Form 6**.

**2.23 RESTRICTION ON RESPONDENT'S ELIGIBILITY TO COMPETE FOR THIS PROJECT**

A respondent, its affiliate, or sub-consultant that is under contract with THEA for the development of this solicitation cannot be part of a respondent's team proposing on this solicitation.

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

## SECTION B

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

#### 1.1 **DESCRIPTION OF SCOPE OF SERVICES:**

The Scope of Services describes and defines the Miscellaneous Planning, Traffic, and Pedestrian Facilities services.

#### 1.2 **SCOPE OF SERVICES:**

A Scope of Services is attached hereto as **Attachment 1 - Scope of Services**.

### 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 the Scope of Services.

#### 2.1 **EXPANDED / LETTERS OF RESPONSE (ELOR) PACKAGE:**

ELOR Packages must be submitted using the method stated in the **Deadline for Submitting Expanded Letters of Response (ELOR) Package** referenced in Section A, Paragraph 1.4, Schedule of Events.

**Submittal Deadline** - The deadline for delivery of respondent's ELOR Package is no later than the date and time stated for the **Deadline for Submitting Expanded Letters of Response (ELOR) Package** referenced in Section A, Paragraph 1.4, Schedule of Events.

**Submittal Quantities** - One (1) electronic copy of the ELOR Package in Adobe PDF shall be delivered to THEA by the date, time, and at the location stated for the **Deadline for Submitting Expanded Letters of Response (ELOR) Package** referenced in Section A, Paragraph 1.4, Schedule of Events.

**Format** - The ELOR Package should be submitted on 8 ½-inch by 11-inch pages unless otherwise authorized. Each page should be typewritten and single-spaced with a font size of 10. Text should be presented single-sided on each separate page. Graphics and photographs shall be held to a minimum.

ELOR Packages must be submitted as a single document attached to an e-mail, submitted electronically to the indicated address as referenced in Section A, Paragraph 1.4, Schedule of Events. The ELOR Packages must not exceed 8 MG in size in Adobe PDF format and unzipped. Failure to comply with the submittal requirements may cause the ELOR Packages to be considered non-responsive.

**Signature** - All ELOR Packages must be either manually or digitally signed by an authorized officer, principal or partner (as applicable).

**Content** - 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 ELOR Package be organized, tabbed and submitted as follows:

**1. Table of Contents**

**2. Expanded Letters of Response (ELOR)**

A maximum of **five (5) pages** will be allowed for the "Expanded Letter of Response" element. The five-page limit does not include organizational chart, resumes, forms, or staff hour estimate. The ELOR shall contain the following:

a) Minimum Requirements:

- State the THEA Project Name and Number;
- Name of Respondent;
- Respondent address;
- Respondent telephone number;
- Project Manager's name (Project Manager will be considered the primary contact for the respondent during the procurement process **and** during performance of the scope of services);
- Project Manager's address;
- Project Manager's telephone number;
- Project Manager's email address;
- Statement indicating Project Manager's number of years' experience in support of this solicitation or similar services;
- A brief statement of interest;
- A brief statement of qualifications of respondent's team;
- Statement confirming respondent's ability to meet the requirements of this solicitation.
- Statement confirming respondent and its Project Manager providing the services meets the minimum qualifications and minimum requirements of this solicitation.

b) Past Performance:

Respondent's past performance and references for specialized services related to planning, evaluating, and determining implementation steps for innovative and emerging technologies.

Respondent must provide the owner's name, title, phone number and email address for references listed for past performance.

c) Respondent's Understanding of the Scope

Respondents detailed approach to provide services and willingness and ability to meet and adhere to schedules and budgets

**3. Organizational Chart**

Attach an organizational chart that includes the following:

- Identify key members of respondent's team including the proposed Project Manager and names and roles of other key personnel;
- State respondents name for key members of Respondent's team (if from a Subconsultant);
- State office location (city and state) for key members of Respondent's team.

Only those members of the team who will **actively** participate under the potential work assignments should be included. Individuals who would be available on an "as-needed" basis should be omitted.

A maximum of 1 page will be allowed for the "Organizational Chart" element. The Organizational Chart may be submitted on paper sized larger than 11" x 17" if folded neatly to 11" x 17".

**4. Resumes**

Include **one (1) page** resumes for the Project Manager and the key staff of respondent's team.

**5. Forms**

The following forms are required to be completed, signed, notarized when indicated and included in respondents' ELOR Package.

- **Form 1 - Declaration of Respondent**
- **Form 2 - Public Entity Crimes Form**
- **Form 3 - Conflicts of Interest Statement**
- **Form 4 - Certification Regarding Scrutinized Companies List**
- **Form 5 - Acknowledgement of Receipt of Addendum**
- **Form 6 - Respondent's Response Package Review Checklist**
- **Form 7 – Anticipated SBE Participation Statement**

**[END OF SECTION B – PROJECT INFORMATION AND RESPONSE REQUIREMENTS]**

## **SECTION C**

### **REQUIRED FORMS**

**Required forms to be completed, signed, notarized when indicated and included in respondent's ELOR Package:**

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

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

**DECLARATION OF RESPONDENT**

1. Name of Respondent: \_\_\_\_\_  
(RESPONDENT, 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 Treasury 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 work,

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 project, 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 advertisement 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)

\_\_\_\_\_  
Respondent 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 affirmed) 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]**



**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC  
OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

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 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]**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
Notary Public – State of \_\_\_\_\_  
My commission expires \_\_\_\_\_  
(Type of Identification)

(Printed, typed or stamped Commissioned Name of Notary Public)  
**(END OF FORM 2- PUBLIC ENTITIES CRIME STATEMENT)**

**CONFLICTS OF INTEREST STATEMENT**

Check one of the boxes below:

- To the best of our knowledge, the undersigned respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this advertisement and project.

**OR**

- The undersigned respondent, 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 advertisement and project.

RESPONDENT:

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(Printed Name of Signer)

\_\_\_\_\_  
Title of Signer)

\_\_\_\_\_  
(Date Signed)

**[END OF FORM 3 – CONFLICTS OF INTEREST STATEMENT]**

**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 4 – CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST]**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM**

Were Addendum issued on this Advertisement?

Yes

No

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

Addendum _____	Date: _____
Addendum _____	Date: _____
Addendum _____	Date: _____
Addendum _____	Date: _____
Addendum _____	Date: _____
Addendum _____	Date: _____

RESPOND  
ENT:

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(Printed Name of Signer)

\_\_\_\_\_  
(Title of  
Signer)

\_\_\_\_\_  
(Date  
Signed)

**[END OF FORM 5 – ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM]**

**RESPONDENT'S EXPANDED LETTERS OF RESPONSE (ELOR) PACKAGE REVIEW  
 CHECKLIST**

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

<b>Proposal Format</b>	<b>Section Title</b>
	1. Table of Contents
	2. ELOR
	3. Organizational Chart
	4. Resumes
	5. Completed Forms Form 1 - Declaration of Respondent Form 2 - Public Entity Crimes Statement Form 3 - Conflicts of Interest Statement Form 4 - Certification Regarding Scrutinized Companies List Form 5 – Acknowledgement of Receipt of Addendum Form 6 - Respondent's Response Package Review Checklist Addendum (if applicable). Form 7 – Anticipated SBE Participation Statement

By submitting this response, we accept and acknowledge that we can comply with all terms and conditions set forth in the ELOR including, without limitation, the insurance and performance/payment bond requirements and the indemnification provision.

\_\_\_\_\_  
 Name of Person Responsible

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title of Person Responsible

\_\_\_\_\_  
 Company Name

**[END OF FORM 6 - RESPONDENT'S EXPANDED LETTERS OF RESPONSE (ELOR)  
 PACKAGE REVIEW CHECKLIST]**

**ANTICIPATED SBE PARTICIPATION STATEMENT**

**FOR TAMPA-HILLSBOROUGH COUNT EXPRESSWAY AUTHORITY**

Project Number: \_\_\_\_\_

Respondent: \_\_\_\_\_

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

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>Minority Status</u>	<u>Dollar</u>	<u>Amount/Percentage</u>
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Submitted by: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

**[END OF FORM 7 – ANTICIPATED SBE PARTICIPATION]**

## **SECTION D**

### **EXHIBITS**

1. Scope of Services
2. Insurance Requirements, Coverages and Limits



## **SCOPE OF SERVICES**

### **1.0 PURPOSE:**

This scope of services describes and defines the services which are required.

### **2.0 SCOPE:**

Services to be provided by the selected respondent(s) may include, but are not limited to or required to include the following:

#### **FDOT Pre-Qualified Services**

- Group 2 – Project Development and Environmental (PD&E) Studies
- Group 3 – Highway Design – Roadway
- Group 4 – Highway Design – Bridges
- Group 6 – Traffic Engineering and Operations Studies
- Group 7 – Traffic Operations Design
- Group 8 – Survey and Mapping
- Group 11 – Engineering Contract Administration and Management
- Group 13 – Planning
- Group 14 – Architect

#### **THEA Specialized Required Services**

- Transit Planning, Engineering and Review
- Tolling Services
- Public Involvement/Agency Coordination
- Miscellaneous Planning & Traffic support
- Multimodal Studies & Data Collection
- Environmental Planning/Engineering
- Evacuation/Transportation Resiliency
- Facilities Planning
- Public Financing (Tolls, Government Funding, Grants, Transit Funding)
- Project Estimating
- Capital Planning Development
- Multi-Mode Mobility Development and Prioritization
- Urban Design/Planning Services/Placemaking: Visioning, Concept Development and Design
- Wayfinding Concept Development and Design, Signage and Guidance
  - Corridor and Mobility Trail Design
  - Landscape and Hardscape Element Design/Architecture
- Facility Enhancement Planning and Design of Public Park Planning and Design
  - Community Parks and Dog Parks
  - Park Amenities and Facilities
  - Underpass Aesthetics
- Emergent Technologies for Greenways/Pedestrian, and Underpass

- Aesthetics & Design
  - Cost Estimates Development
    - Support Procurement Activities
- Public Art and Culture Services
- Public and Stakeholder Involvement/Coordination
- Geographic Information Systems

Successful respondents will provide specific services that their team can provide.

### 3.0 **LENGTH OF SERVICE:**

The services shall begin upon written notification to proceed by THEA.

While no personnel shall be assigned until written notification by THEA has been issued, the consultant shall be ready to assign personnel within two weeks of notification. For the duration of the engagement, coordinate closely with THEA to minimize rescheduling of consultant activities due to changes in scheduling.

Work under the agreement(s) will be assigned on an as-needed basis. Each purchase order will be for one year ending on June 30th of the current year. A new purchase order will be issued on July 1st of the new Fiscal Year. The contract will be for three (3) years with two (2) one-year THEA options to extend.

THEA gives no assurance that any work will be assigned. THEA may also choose to advertise and contract separately for consultant services for any future projects. Assignments may be adjusted based upon the THEA's review of other considerations (i.e. consultant's availability of work forces, response times, project turnaround time, consultant's project specific expertise, parity of work assignments, SBE participation, etc.)

Work assignments will be subject to funding each fiscal year by THEA. THEA also reserves the right to terminate the contract(s) at its convenience with proper notice.

### 4.0 **DEFINITIONS:**

A	<u>Agreement</u>	The professional services agreement between THEA and the consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
B	<u>Authority or THEA</u>	The Tampa-Hillsborough County Expressway Authority
C	<u>Consultant</u>	The consulting respondent under contract to the Authority for administration of professional services.
D	<u>Consultant Project Administrator</u>	The employee assigned by the consultant to be in charge of providing Contract administration services.
E	<u>Consultant Senior Project Engineer</u>	The Engineer assigned by the consultant to be in charge of providing supervision of other consultant employees and act as the lead Engineer/Planner/Technician for the consultant.

### 5.0 **ITEMS TO BE FURNISHED BY THE AUTHORITY TO THE CONSULTANT**

THEA on an as needed basis, will furnish contract documents for each project. These documents may be provided in either paper or electronic format.

## **6.0 ITEMS FURNISHED BY THE CONSULTANT**

### **6.1 Office Automation:**

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Scope of Services.

The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of the contract. Field office equipment should be maintained and operational at all times.

### **6.2 Vehicles:**

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of the contract. Vehicles shall have the name and phone number of the consulting respondent visibly displayed on both sides of the vehicle, if used in the performance of site visits.

### **6.3 Licensing for Equipment Operations:**

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by THEA, upon request.

## **7.0 PERSONNEL:**

### **7.1 General Requirements:**

Provide qualified personnel necessary to carry out its responsibilities efficiently and effectively under the contract.

**Unless otherwise agreed to by THEA, THEA will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist, and Assistant or Associate to any of these positions.**

### **7.2 Personnel Qualifications:**

Provide competent personnel qualified by experience and education. Submit in writing to the THEA Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience.

Personnel identified in the consultant technical proposal are to be assigned as proposed and are committed to performing services under the contract.

Personnel changes will require written approval from THEA. Staff that has been removed shall be replaced by the consultant within one week of THEA notification. Any additional personnel not submitted with all required information per the contract will not be eligible for payment.

Minimum qualifications for the consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. The THEA Director of Planning and Innovation or designee will have the final approval authority on such exceptions.

**7.3 Staffing:**

Once authorized, the consultant shall establish and maintain appropriate staffing throughout the duration of the project.

**7.0 QUALITY ASSURANCE (QA) PROGRAM:**

**7.1 Quality Assurance Plan:**

Within thirty (30) days after receiving the award of the contract, furnish a Quality Assurance (QA) Plan to the THEA Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the consultant's organization for providing services pursuant to the contract. Unless specifically waived, no payment shall be made until THEA approves the QA Plan.

Significant changes to the work requirements may require the consultant to revise the QA Plan. It shall be the responsibility of the consultant to keep the plan current with the work requirements. The QA Plan shall include, but not be limited to, the following areas:

**A. Organization:**

A description is required of the consultant quality assurance organization and its functional relationship to the part of the organization performing the scope of services under the contract. The authority, responsibilities and autonomy of the quality assurance organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

**B. Quality Assurance Reviews:**

Detail the methods used to monitor and achieve organization compliance with contract requirements for services and products.

**C. Quality Assurance Records:**

Outline the types of records which will be generated and maintained during the execution of the quality assurance program, i.e change logs for technology reports, pilots and demonstrations.

**D. Control of Subconsultants and Vendors:**

Detail the methods used to control subconsultant and vendor quality.

**7.2 Quality Assurance Reviews:**

Conduct semi-annual quality assurance reviews to ensure compliance with the requirements of the contract.

### **7.3 Quality Records:**

Maintain adequate records of the quality assurance actions performed by the organization (including Subcontractors and vendors) in providing services and products under the contract. Specifically, a "Change Log" must be kept on technology projects documenting any changes from the agreed upon or industry specifications for the Services. All records shall be available to THEA, upon request, during the contract term. All records shall be kept and shall be subject to audit review.

## **8.0 CONTRACT MANAGEMENT:**

### **8.1 General:**

(1) With each monthly invoice submittal, the Consultant will provide a status report for the contract. This report will provide an accounting of an estimate of the contract completion date, and an estimate of the consultant funds expiration date per the contract schedule for the prime consultant and for each subconsultant. The consultant will provide a printout showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.

(2) When the consultant identifies a condition that will require an amendment to the contract, the consultant will communicate this need to the THEA Project Manager for acceptance. Upon acceptance, prepare and submit an amendment request and all accompanying documentation for approval and further processing. The amendment request is to be submitted at such time to allow THEA time to process, approve, and execute the amendment request. The content and format of the amendment request and accompanying documentation shall be in accordance with the instructions and format to be provided by the THEA.

(3) The consultant is responsible for performing activities to determine the status of each amendment request submitted to THEA.

### **8.2 Invoicing Instructions:**

Monthly invoices shall be submitted to THEA in a format and distribution schedule defined by THEA, no more than thirty (30) calendar days after the end of the billing period.

If the monthly invoice cannot be submitted on time, notify THEA prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Manager or Consultant Senior Project Engineer shall notify the THEA Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted to THEA in electronic and hard copy formats in accordance with THEAs procedures.

All charges to the individual project will end no later than thirty (30) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by THEA.

A final invoice will be submitted to THEA no later than the 30th day following Final Acceptance of the individual project or as requested by THEA.

**9.0 CONTRADICTIONS:**

In the event of a contradiction between the provisions of this Scope of Services and the consultant's proposal as made a part of the contract, the provisions of the Scope of Services shall apply.

**10.0 THIRD PARTY BENEFICIARY**

It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to the contract to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of the contract.

**11.0 TAMPA- HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY (THEA) AUTHORITY**

THEA shall be the final authority in considering modifications to the contract for time, money or any other consideration.

**[END OF EXHIBIT 1 – SCOPE OF SERVICES]**

**INSURANCE REQUIREMENTS, COVERAGES and LIMITS**

for

**Tampa-Hillsborough County Expressway Authority**

Consultants 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 THEA.

20. **INSURANCE REQUIREMENTS:**

- 20) 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, 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 contract between THEA and the INSURED.
- 6) The INSURED shall deliver to THEA, within ten (10) days from the receipt of a Notice of Award of this contract, 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 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 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 the agreement.
- 11) The insurance coverages and limits required of the INSURED under the agreement are designed to meet the minimum requirements of 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 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) 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 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 the agreement.
- 14) If the INSURED fails to provide or maintain the insurance coverages required in the contract, THEA may terminate or suspend the 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 the agreement.
- 15) INSURED shall fully comply with the insurance requirements of the 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 confirmed 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 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 contract.
- 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 the agreement.
- 20) All insurance minimum coverages limits extend to any subconsultant and the Prime INSURED is responsible for all subconsultants.

**B. INSURANCE COVERAGES and LIMITS:**

For the term of the 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 Requirements	Florida Statutory
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 contract 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 the 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 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 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 THEA has accepted the services under the contract.

- 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 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 THEA has accepted the services under the contract.

- 7) **Environmental Impairment (Pollution) Liability, (if required)** – Environmental Impairment (Pollution) Liability insurance is required only if specifically stated in the ELOR 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 the contract 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 EXHIBITS 2 – INSURANCE REQUIREMENTS, COVERAGES and LIMITS]**