



**REQUEST FOR PROPOSALS
FOR
GENERAL TOLL CONSULTANT SERVICES**

THEA PROJECT No. T-0626

RESPONSIBLE DEPARTMENT

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**TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY
REQUEST FOR PROPOSALS
FOR
GENERAL TOLL CONSULTANT**

The Tampa-Hillsborough County Expressway Authority (the “Authority” or “THEA”) requires professional services of General Tolling Consultant(s) (GTC) on an as needed basis in connection with a wide range of services associated with electronic toll collection. Respondents shall have proven experience providing GTC services similar to those outlined in this RFP, including oversight in the planning, design, development, testing, and maintenance of toll systems, including applicable infrastructure, with special emphasis on All-Electronic Toll (AET) collection.

The selection will be made from Expanded Letters of Response (ELOR) and interviews. THEA will evaluate the ELOR Packages and will shortlist up to five (5) firms that will proceed to interviews. The Authority will select up to five (5) firms from the shortlisted respondents.

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 1.3, Schedule of Events.

ELOR Packages shall include completion of the documents and forms in Section C, Required Exhibits of this RFP. Respondents failing to submit the Required Exhibits may be deemed non-responsive. The Schedule of Events containing additional important deadlines is located in Section A, Paragraph 1.3., “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 solicitation **must** be directed by email to THEA’s Procurement Office at procurement@tampa-xway.com.

GENERAL TOLLING CONSULTANT

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SECTION A

GENERAL INFORMATION AND GENERAL CONDITIONS

1. GENERAL INFORMATION

1.1 BACKGROUND AND PURPOSE

As an independent agency of the state, the Authority owns, maintains, and operates four facilities within Hillsborough County: the Selmon Expressway, the Brandon Parkway, Meridian Avenue, and the Selmon Greenway. The 17-mile Selmon Expressway includes 17 toll plazas and is the only limited access facility that passes through the downtown area of the City of Tampa. The All-Electronic Toll Facility, stretching from Brandon to the Gandy Bridge, has more than 80 million toll transactions each year. THEA's toll systems currently include a roadside toll collection system and an operational back office. THEA also contracts with the Florida Turnpike Enterprise (FTE) for primary processing of toll transactions via FTE's Centralized Customer Service System (CCSS) and contracts with a private collections agency for the collection of unpaid tolls.

The Authority is requesting letters of response from qualified consulting firms (respondents) to provide General Tolling Consultant (GTC) services as described in **Attachment 1, Scope of Work**. With this solicitation, the Authority seeks to establish a panel of qualified firms, to provide the services on an as-needed basis. The Authority intends, but is not obligated, to enter into an agreement with up to five (5) qualified consulting firms to perform the services as stated herein.

1.2 PROCUREMENT PROCESS

The procurement process that will be utilized for this engagement will be Expanded Letters of Response (ELOR) and oral interviews. It is THEA's intention to solicit responses from potentially qualified respondents and to enter into contracts for services 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 solicitation. 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 solicitation. Determination of the respondents best qualified and experienced to perform the services required through this solicitation 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 of this RFP.

THEA will evaluate the ELOR packages and will shortlist up to five (5) respondents that will proceed to oral interviews.

THEA will evaluate and rank all responses received by the submittal date as set forth in this solicitation, 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 informalities any irregularities in any response and to reject any and/or all responses, in its sole and absolute discretion.

1.3 SCHEDULE OF EVENTS

THE SELECTION PROCESS WILL ADHERE TO THE FOLLOWING SCHEDULE. ALL TIMES GIVEN ARE EASTERN STANDARD TIME OR EASTERN DAYLIGHT SAVINGS TIME. THEA RESERVES THE RIGHT TO MAKE CHANGES OR ALTERATIONS TO THE SCHEDULE AS THEA DETERMINES IN ITS BEST INTEREST. UNLESS OTHERWISE NOTIFIED IN WRITING BY THEA, THE DATES, TIMES, AND LOCATIONS INDICATED BELOW FOR SUBMISSION OF ITEMS OR FOR OTHER ACTIONS ON THE PART OF A RESPONDENT SHALL CONSTITUTE ABSOLUTE DEADLINES FOR THOSE ACTIVITIES, AND FAILURE TO FULLY COMPLY BY THE TIME STATED SHALL BE CAUSE FOR THE RESPONDENT'S EXPANDED LETTERS OF RESPONSE (ELOR) PACKAGE TO BE REJECTED AND DISQUALIFIED FROM FURTHER CONSIDERATION.

Table 1-1: Schedule of Events

Date and Time (all times Eastern)	Description	Location
June 5, 2026, by 5:00 PM	Solicitation Published	Authority Website and DemandStar
June 23, 2026, @ 10:00 AM	Mandatory Pre-Proposal Meeting	<u>In-person attendance:</u> Authority's Office: 1104 East Twiggs Street, Suite 300 Tampa, Florida 33602.
July 7, 2026, by 5:00 PM	Deadline for Respondents to Submit Questions to the Authority	Email to Procurement@tampaxway.com
July 24, 2026, by 5:00 PM	Deadline for the Authority to Respond to Respondent Questions	Authority Website and DemandStar
August 12, 2026, by 12:00 PM	Deadline for submitting Expanded Letters of Response (ELOR) Package	Email to Procurement@tampaxway.com
August 19, 2026, by 12:00 PM	Evaluation Committee submits scoring of ELORs to THEA Procurement Office	Email to Procurement@tampaxway.com
August 20, 2026 @ 1:00 PM	Evaluation Committee confirms ranking of ELOR Packages of shortlisted respondents	THEA Office: 1104 E. Twiggs Street, Suite 300 Tampa, FL 33602
August 20, 2026 by 5:00 PM	Posting of Notice of Intended Shortlist	THEA Website & Demandstar
August 24, 2026, @ 1:30 PM	Board Approval of Shortlist Ranking	THEA Office:1104 E. Twiggs Street, Suite 300 Tampa, FL 33602
September 15-16,2026, 10:00 AM – 4:00 PM – Time Slots to be provided to shortlisted respondents	Oral Interviews with Shortlisted Respondents – In Person	<u>In-person Meeting:</u> Authority's Office: 1104 East Twiggs Street, Suite 300 Tampa, Florida 33602.

Date and Time (all times Eastern)	Description	Location
September 30, 2026, by 12:00 pm	Evaluation Committee submits final scores to Procurement Office	Email to Procurement@tampa-xway.com
October 6, 2026, @ 11:30 AM	Evaluation Committee meets to confirm final scores and ranking of respondents	In-person Meeting Authority's Office: 1104 East Twiggs Street, Suite 300 Tampa, Florida 33602.
October 7, 2026, by 5:00 PM	Posting of Notice of Intended Final Ranking	Authority Website and DemandStar
October 26, 2026, @ 1:30 PM	Board Approval of Final Ranking and Award of Contract	Authority's Office: Authority Board Room 1104 East Twiggs Street, Suite 300 Tampa, FL 33602
October 27, 2026, by 5:00 PM	Posting of Final Ranking	Authority Website and DemandStar

1.4 CHANGES TO SCHEDULE OR MEETING PLACE/TIME:

Any changes to Paragraph 1.3 Schedule of Events or meeting place/time will be posted as an addendum and published through the DemandStar System (www.demandstar.com) and is also available through a link on THEA website (www.tampa-xway.com) under the Procurement Notice section.

1.5 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 THEA Procurement Manager in person at 1104 East Twiggs Street, Suite 300, Tampa, Florida 33602 or by telephone at 813-272-6740, or by email at Procurement@tampa-xway.com at least five (5) business days prior to the scheduled meeting.

1.6 ELECTRONIC DISTRIBUTION SYSTEM:

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

Obtaining solicitation 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 SOLICITATION DOCUMENTS REGARDING THIS SOLICITATION FROM SOURCES OTHER THAN DEMANDSTAR OR THEA WEBSITE ARE CAUTIONED THE SOLICITATION PROCUREMENT DOCUMENTS MAY BE INCOMPLETE.

ATTACHMENTS, EXHIBITS, AND/OR REFERENCES NOT ATTACHED HERETO WILL BE SUPPLIED UPON REQUEST AND SHARED VIA A ONEDRIVE FILE. PLEASE CONTACT THE PROCUREMENT OFFICE AT PROCUREMENT@TAMPA-XWAY.COM TO REQUEST YOUR LINK.

1.7 QUESTIONS ABOUT THIS 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 Office at 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 1.3, Schedule of Events.

THEA will **not** make any oral response to requests for interpretation, clarification or questions about the procurement 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) and THEA website no later than the date and time stated for the **Deadline for THEA to respond to respondent's questions** referenced in Paragraph 1.3, 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 any such addendum issued for this solicitation. A copy of the required **ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM** is contained in Section C as **EXHIBIT F**.

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

1.8 COMMUNICATIONS/CONE OF SILENCE:

From the time the solicitation is published and until THEA Board of Directors has made a final decision regarding the award of the contracts, 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 Members, or the contractors representing THEA with this solicitation.

Any communications regarding this solicitation must be in writing to THEA, Attention Procurement Office at 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.

1.9 CONSULTANT ELIGIBILITY AND CONFLICT OF INTEREST POLICY:

It is a basic tenet of the Authority's contracting program that contracts are procured in a fair, open, and competitive manner. Proposers shall use the forms provided in Exhibit C, C-3 Conflict of

Interest Forms, when submitting an ELOR package to the Authority regarding any potential conflict of interest related to this procurement.

1.9.1 Consultant Eligibility

The Authority requires that consultants representing the Authority must be free of conflicting professional or personal interests.

A consultant firm, its affiliate, or subconsultant that is under contract with the Authority to provide procurement support services on this Project cannot be a Proposer or a subconsultant to a Proposer. A contractor cannot team, as a prime, with other firms to submit more than one proposal in response to this procurement.

The following consultant firm(s) participated in the development of the RFP for these services and are prohibited from proposing or participating with a Proposer to propose for these services without approval from the Authority.

HNTB Corp.

The consultant firm(s) identified above may not represent a comprehensive list. Consultant firms not listed above who performed services or who are later retained to perform services on this engagement are also prohibited from proposing or participating with a Proposer to propose on this engagement unless an exception is obtained from the Authority.

1.9.2 Undue Influence

The consultant represents and agrees that it has not attempted, and will not attempt to, improperly influence an officer or employee of the Authority regarding any award, extension, continuation, renewal, contract amendment, or modification of any contract with the Authority.

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 Expanded Letters of Response (ELOR) Package** referenced in Paragraph 1.3, 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 Package has been opened at the appointed time and place by THEA.

ELOR Packages 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 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 Package 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 taken against the respondent.

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

1.12 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 MANDATORY PRE-PROPOSAL MEETING:

Attendance at the Pre-Proposal Meeting is mandatory. Any respondent failing to attend may be deemed non-responsive and eliminated from further consideration, at the discretion of THEA. The purpose of the Pre-Proposal Meeting is to provide a forum for THEA to discuss with all respondents the proposed services, and instructions for submitting proposals. In the event that any discussions at the Pre-Proposal Meeting require official additions, deletions, or clarifications of the Request for Proposal, THEA will issue a written addendum to the solicitation as THEA determines is appropriate. No oral representations or discussions which take place at the Pre-Proposal Meeting will be binding on THEA. Respondents shall direct all questions to THEA's Procurement Office: Procurement@tampa-xway.com

1.15 COST OF PREPARATION:

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

1.16 DELIVERY OF ELOR PACKAGE:

The deadline for delivery of respondent's ELOR is no later than the date and time stated for the **Deadline for Submitting Expanded Letters of Response (ELOR) Package** referenced in Paragraph 1.3, Schedule of Events.

The delivery of 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 1.3, 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 1.3, Schedule of Events, will not be considered.

1.17 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 1.3, Schedule of Events. The Procurement Office will conduct examinations of ELOR Packages for responsiveness to requirements of the RFP. Those determined to be non-responsive and not responsible will be automatically rejected. Responsive Packages will be delivered to the Evaluation Committee to be evaluated.

1.18 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 up to five (5) respondents on the date, time and at the location stated for the **Evaluation Committee confirms ranking of ELOR Packages of shortlisted respondents** referenced in Paragraph 1.3, Schedule of Events. In the event the Authority receives fewer than three proposals, all respondents will be shortlisted. Respondents are not required to attend; however, the meeting is open to the public.

Criteria for evaluating the ELOR Packages to shortlist respondents are as follows:

	SHORTLIST EVALUATION CRITERIA	Maximum Points
1.	<u>Understanding the Scope of Work:</u> The respondent shall demonstrate their understanding of the Scope of Work including any unique issues involved in any aspect of the work 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.	30
2.	<u>Qualifications and Experience of Key Personnel Team:</u> The respondent shall discuss the availability of staff. • Provide the name of the proposed Project Manager, qualified key staff and subject matter experts with roles by function. • Provide the credentials/expertise/experience of the key proposed staff • Explain the organization of the team, how this team can meet the Scope of Work and the functional responsibilities of any subconsultants. • Discuss the staffing quality and experience on similar projects	35
3.	<u>Quality Assurance:</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 Scope of Work. • Discuss key aspects of the firm's QA program that are most important to its success in providing the services. • Present their review and QA/QC approach. Include discussion on types of documents to be reviewed, frequency of reviews, official and unofficial reviews • Discuss project QA/QC responsibilities	15
4.	<u>Communication:</u> The respondent will discuss the project manager's ability to communicate with THEA and their commitment in responding to THEA. • Discuss their approach to timely review and submittal of deliverables and committing requested personnel in a timely manner. The respondent shall discuss their communication with their subconsultants, if any.	10
5.	<u>Workload:</u> The respondent shall discuss its recent, current and projected workload, as well as, workforce availability to undertake THEA work. • Identify other current and projected work that the respondent has or is pursuing and their impact on the staffing for the contract.	10
	Total	100

The 100 total points are for scoring of the shortlist firms only and will not carry over to the Evaluation Criteria in Section 1.17.

After ranking of the respondents by the Evaluation Committee, the results will be posted no later than the date, time and at the locations stated for the **Posting of Notice of Intended Shortlist** referenced in Section A, Paragraph 1.3, Schedule of Events.

The ranking of respondents based on the Evaluation Committee's evaluation will be presented to THEA's Board of Directors for consideration and approval, with a recommendation, that the top ranked respondents (up to 5) be shortlisted to advance to the oral interviews in Section A, Paragraph 1.18, Interviews.

1.19 INTERVIEWS

Interviews will be used to select the successful respondent(s) from an initial shortlist. During the interview, the Evaluation Committee will ask questions that will assist in evaluating the capability of the respondent and key staff to provide the desired services. Attendance at the interview is limited to six (6) attendees. Only the respondent's project manager and other key staff providing the services should be present.

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

Each shortlisted respondent will be allotted 5 minutes for opening statements, followed by a 45-minute oral interview. A question-and-answer session or clarifying questions by the Evaluation Committee will be held until the end of the interview if time permits.

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.

1.20 EVALUATION CRITERIA

The Evaluation Committee will meet to confirm their scores of the oral interviews 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 Respondents** referenced in Section A, Paragraph 1.3, Schedule of Events. Respondents are not required to attend; however, the meeting is open to the public.

The oral interviews 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 evaluation committee reserves the right to request additional information and clarification of any information submitted, including any omission from the original response. The following evaluation criteria will be used to determine the best qualified respondents:

	PRESENTATION EVALUATION CRITERIA	Maximum Points
1.	<u>Innovative Approach:</u> The respondent shall demonstrate their understanding of the Scope of Work including any unique issues involved in any aspect of the work and their ability to meet the challenges. Innovative approaches to project work	30

	should be highlighted. Assumptions (if any) should be clearly stated.	
2.	<u>Ability to convey experience:</u> The respondent shall discuss the experience and availability of qualified staff. • Provide the credentials/expertise/experience of the key staff • Explain the organization of the team, how this team can meet the Scope of Work and the functional responsibilities of any subconsultants. • Explain how the team can meet the unpredictable needs emerging technology may create. • Discuss the staffing quality and experience on similar projects	35
3.	<u>Communication:</u> The respondent will discuss their team's ability to communicate with the THEA Project Manager and present to the THEA Executive Director and/or THEA Board of Directors summaries and analysis of the impacts, benefits, and opportunities for specific technologies. • Discuss their approach to communications with THEA and how communication and presentations will be handled. • Ability to support THEA in provision of technical expertise if needed to discuss impacts to THEA projects with other agencies, companies, developments or individuals. • Discuss key aspects of the firm's QA/QC program that are most important to the success on this type of project, as emerging technologies can introduce unexpected requirements. • Discuss project QA/QC responsibilities.	10
4.	<u>Workload:</u> The respondent shall discuss its recent, current and projected workload, as well as, workforce availability to undertake THEA work. • Identify other current and projected work that the respondent has or is pursuing and their impact on the staffing for the contract.	5
5.	<u>Overall Responses to Questions:</u> The respondent firm shall demonstrate their capabilities and commitment to the project and to meet the requirements of the Scope of Work. • Provide clear and detailed response to the questions. • Provide specific answers to the question asked.	20
	Total	100

After ranking of the respondents' oral interviews 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 1.3, Schedule of Events.

1.21 FINAL SELECTION

The ranking of respondents based on the Evaluation Committee's evaluation will be presented to THEA's Board of Directors for consideration and approval with a recommendation that the highest-ranked respondents 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 1.3,

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 contracts 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 contracts 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 Final Ranking and Award of Contract** referenced in Section A, Paragraph 1.3, Schedule of Events.

1.22 AWARD OF CONTRACT:

The award of the contracts 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 THEA Board of Directors, THEA will begin negotiations with up to five (5) the top ranked respondents. Should THEA be unable to negotiate a contract with any of the top ranked respondent that is satisfactory to THEA, in its sole and absolute discretion, negotiations shall be terminated.

1.23 SOLICITATION RESULTS:

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

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

2. GENERAL CONDITIONS:

2.1 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 Scope of Work, including the specific individuals named in the respondent's proposal.

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

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

2.2 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.

2.3 PROJECT MANAGER:

The respondent shall designate from its staff a qualified "Project Manager" having experience in performing and/or administering similar types of work as this engagement.

The "Project Manager" shall be the responsible person in charge of coordinating day to day work activities on task assignments, directing consultant's work forces, reports, day to day administrative matters, ~~coordinating the SBE policy to achieve the established goals and other related items necessary to fulfill the requirements of the contract.~~ The Authority aspires to achieve a minimum of fifteen percent (15%) Small Business Enterprise (SBE) participation on this contract and encourages proposers to make good-faith efforts to include certified SBEs in meaningful roles consistent with the scope of work and project objectives.

2.4 CONTRACT:

The selected respondents shall enter contracts with THEA for these services with the terms and conditions as specified within this solicitation's Instructions and Submittal Document.

2.5 CONTRACT DURATION:

The term of the contract will be for three (3) years with the option of two additional one year terms.

2.6 CONTRACT ASSIGNMENT:

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

2.7 NON-EXCLUSIVITY OF CONTRACT:

The selected respondent understand and agree 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.

2.8 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.

2.9 OWNERSHIP OF DOCUMENTS:

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

2.10 PUBLIC RECORDS LAW:

In accordance with *Florida Statutes* Chapter 119, and, except as may be provided by other applicable State and Federal Laws, all respondents should be aware that this solicitation 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.

2.11 INDEMNIFICATION (GENERAL LIABILITY):

The contracts will contain an indemnification clause wherein the selected respondent agrees to indemnify and hold harmless THEA Board of Directors, THEA, its members and its officers, representatives and employees from any claim, loss, suit, action, demand, liability, damage, cost, charge, and expense, including but not limited to attorney and paralegal fees (at trial and on appeal), to the extent caused by any negligent act, error, omission, recklessness, or intentional misconduct by the respondent, its agents, employees, or subcontractors arising out of the execution, performance nonperformance of the duties of the respondent under this solicitation, the enforcement of this solicitation, or resulting from the activities of the respondent in any way connected to this solicitation.

2.12 INTENTIONALLY LEFT BLANK

2.13 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 propose on 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 **EXHIBIT B - 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 THEA.

2.14 INSURANCE REQUIREMENTS:

For the term of these Services and agreement, during contract award the respondent shall procure and maintain insurances of the types and limits specified in **EXHIBIT H, INSURANCE**

REQUIREMENTS, COVERAGES AND LIMITS.

2.15 BID SECURITY:

A bond is not required for this solicitation.

2.16 PAYMENT AND PERFORMANCE BOND:

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

2.17 CONFLICTS OF INTEREST:

Each 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 **EXHIBIT C**.

2.18 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 with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its ELOR Package.

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, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, 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, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel.

The resulting contract from this solicitation shall contain a provision that allows for immediate termination of the contract by THEA if the respondent is found to have submitted a false statement or if the respondent during the term of the resulting contract is placed on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel.

Respondents are required to complete and submit the Certification Regarding Scrutinized Companies Lists with its ELOR Package. A copy of the required **EXHIBIT E - CERTIFICATION**

REGARDING SECURITIZED COMPANIES LIST is contained in Section C.

2.19 E-VERIFY SYSTEM:

The respondent shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this solicitation. The respondent shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of respondent. The respondent may not enter into a contract with a subcontractor to perform work under the awarded Respondents agreement unless and until the subcontractor registers with and uses the E-Verify system. If the respondent enters into a contract with a subcontractor to perform work, the respondent must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The respondent must maintain copies of all such affidavits for the duration of these Services. THEA may terminate the executed agreement for cause if THEA determines that Respondent or respondent's subcontractor has not complied with any applicable provision of sections 448.09 or 448.095, Florida Statutes, as may be amended. THEA will terminate the agreement for cause if THEA has a good faith belief that Respondent has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If THEA has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but THEA determines that respondent otherwise complied with section 448.09(1), Florida Statutes, as may be amended, THEA will notify the respondent as such, and the respondent must immediately terminate the respondent's contract with said subcontractor. If the executed agreement is terminated under section 448.095(c), F.S.: (a) such termination is not a breach and may not be considered as such; (b) respondent may not be awarded a public contract for at least 1 year after the date on which the agreement is terminated; and (c) respondent is liable for any additional costs incurred by THEA as a result of the termination of the agreement.

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.

2.20 NOTICE OF PROTEST:

2.20.1 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 this solicitation documents within 72 hours of THEA's publication of the procurement 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 procurement 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.

2.20.2 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 this procurement 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 procurement 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 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 **EXHIBIT D**.

2.22 RESTRICTION ON RESPONDENTS 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 to this solicitation.

SECTION B

EXPANDED LETTERS OF RESPONSE

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 1.3, 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 response should be submitted on 8½-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 secure Onedrive that will be provided by the procurement manager, 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 responses 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**

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 ~~or forms, or staff hour estimate~~. The ELOR shall contain the following:

Minimum Requirements:

- State the RFP name and number;
- Name of Firm;
- Firm address;
- Firm 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 Work);

- 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 RFP 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 RFP.
- Statement confirming respondent and its Project Manager providing the services meets the minimum qualifications and minimum requirements of this RFP.
- Respondent's Understanding of the Scope of Work:
 - Respondents detailed approach to provide services and willingness and ability to meet and adhere to schedules and budgets

3. Team and Organizational Chart

Please explain your team membership and each organization's roles and lead(s) by area of expertise. ~~PD&E being an inter-disciplinary exercise requires a mix of disciplines and areas of expertise. Being able to bring that expertise to the project and work with THEA is an important quality of the successful firm, this is more than an organizational chart.~~

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 firm name for key members ~~and subject matter experts~~ 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** resume for the Project Manager, and ~~key each of the lead staff and subject matter experts~~ of respondent's team.

5. Required Exhibits

See **Section C.**

[END OF SECTION B – RESPONSE REQUIREMENTS]

SECTION C

REQUIRED **EXHIBITS**

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

- EXHIBIT A: Declaration of Respondent
- EXHIBIT B: Public Entity Crimes
- EXHIBIT C: Conflicts of Interest Statement
- EXHIBIT D: Respondent's Response Package Review Checklist
- EXHIBIT E: Certification Regarding Scrutinized Companies Lists
- EXHIBIT F: Acknowledgment of Receipt of Addendum
- EXHIBIT G: Drug Free Workplace
- EXHIBIT H: Insurance Requirements

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

EXHIBIT A

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 _____.~~

4. Federal I.D. Number: _____

5. Our primary business address is: _____

6. Our present business phone number is: _____

7. Our present fax number is: _____

8. Our present e-mail address is: _____

9. Our business has been operating under its present name since: _____

The below named respondent affirms and declares:

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

- limitation, the insurance 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

By: _____ (Printed Name of Witness)

(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]

EXHIBIT B

**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, if there has been 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 EXHIBIT B- PUBLIC ENTITIES CRIME STATEMENT)

EXHIBIT C

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 solicitation 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 solicitation and project.

RESPONDENT:

By: _____
(AUTHORIZED SIGNATURE)

(Printed Name of Signer)

(Title of Signer)

(Date Signed)

[END OF EXHIBIT C – CONFLICTS OF INTEREST STATEMENT]

EXHIBIT D

**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.

Proposal Format	Section Title
	1. Table of Contents
	2. ELOR
	3. Organizational Chart
	4. Resumes
	5. Required Exhibits EXHIBIT A: Declaration of Respondent EXHIBIT B: Public Entity Crimes EXHIBIT C: Conflicts of Interest Statement EXHIBIT D: Respondent's Response Package Review Checklist EXHIBIT E: Certification Regarding Scrutinized Companies Lists EXHIBIT F: Acknowledgment of Receipt of Addendum EXHIBIT G: Drug Free Workplace EXHIBIT H: Insurance Requirements

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

EXHIBIT E

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

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

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

Firm: _____

Firm 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 “Firm”.

I hereby certify and affirm that the company listed above as the “Firm” certifies, represents, and warrants that:

(a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. 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.

Firm:

By: _ (Authorized Signature)

(Printed Name of Signer) (Title of Signer)

(Date Signed)

[END OF EXHIBIT E – CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST]

EXHIBIT F

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

Were Addenda issued on this Solicitation?

☐ Yes

☐ No

Were Letter of Clarification issued on this Solicitation?

☐ Yes

☐ No

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

Addendum _____ Date: _____

Addendum _____ Date: _____

Addendum _____ Date: _____

Addendum _____ Date: _____

Letter of Clarification _____ Date: _____

Letter of Clarification _____ Date: _____

Letter of Clarification _____ Date: _____

Letter of Clarification _____ Date: _____

RESPONDENT:

By: _____
(AUTHORIZED SIGNATURE)

(Printed Name of Signer)

(Title of Signer)

(Date Signed)

[END OF EXHIBIT F - ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM]

EXHIBIT G

DRUG FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Status 287.087 hereby certifies that
_____ does:

Name of Business

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.

Firm's Signature

Date

[END OF EXHIBIT G - DRUG FREE WORKPLACE FORM]

EXHIBIT H

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

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

A. INSURANCE REQUIREMENTS:

- 1) All insurance shall be from responsible insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies or companies with AM Best ratings lower than A- or a financial size category lower than VII may be approved on a case by case basis. If the insurer does not meet these requirements, 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 THEA, its officials, officers and employees are additional named insureds as to the operations of the INSURED under the 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 Insureds" provision).
- 4) The INSURED’S Certificate of Insurance(s) shall provide THEA as an additional certificate holder for all policies issued.
- 5) The INSURED’S Certificate of Insurance(s) shall state the description of the operations, i.e., “Name of Agreement” between THEA and “Name of Insured” and shall state the Contract Number assigned for the AGREEMENT between THEA and the INSURED.
- 6) The INSURED shall deliver to THEA, within ten (10) days from the receipt of a Notice of Award of the agreement, properly executed Certificate(s) of Insurance on insurance industry standard certificate of insurance form(s) (example: ACORD form) setting forth the insurance coverages and limits required herein. All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 7) Except as otherwise specified in the AGREEMENT, the insurance will commence on or prior to the effective date of the AGREEMENT and will be maintained in force throughout the duration of the AGREEMENT. Three years’ completed operations coverage 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 the 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 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) days notice prior to any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverages required in the agreement, except for the application of the Aggregate Limits Provisions.

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

Tampa-Hillsborough County Expressway, (THEA)
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 agreement, THEA may terminate or suspend the agreement, or, at the 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 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 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 THEA has been provided to THEA and THEA has granted permission to the INSURED to commence work or use or occupy the premises in connection with the

AGREEMENT.

- 19) Upon request, the INSURED shall promptly make available a certified, true and exact copy of the insurance policy and endorsements issued to the policy and any renewal thereof for THEA'S review and inspection. In the event of cancellation or non-renewal of this insurance, the INSURED agrees to purchase the maximum "extended claims reporting period" permitted under the policy within the time allowed, unless replacement coverage is obtained with retroactive coverage applicable as of the date the INSURED services started under the agreement.
- 20) All insurance minimum coverage limits extend to any subcontractor and the Prime INSURED is responsible for all subcontractors.

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

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

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

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

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

Products & Completed Operations coverage 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 the agreement)	\$2,000,000
Aggregate (not specific to the 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:

Professional Liability	
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 coverage 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 agreement.

- 6) **Environmental Impairment (Pollution) Liability, (if required)** – Environmental Impairment (Pollution) Liability insurance is required only if specifically stated in the Instructions and Submittal Documents package.

If required, the minimum limits of Environmental Impairment (Pollution) Liability insurance coverage (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 agreement or the use or occupancy of THEA premises by or on behalf of the INSURED are:

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

[END OF EXHIBIT H - INSURANCE REQUIREMENTS, COVERAGES AND LIMITS]

SECTION D

DESCRIPTION OF SCOPE OF WORK

1. DESCRIPTION OF SCOPE OF WORK

1.1 SCOPE OF WORK

A Scope of Work is attached hereto as Attachment 1 - Scope of Work

ATTACHMENT 1

1. SCOPE OF WORK

1.1 INTRODUCTION

The Tampa-Hillsborough County Expressway Authority (the “Authority” or “THEA”) requires professional services of General Tolling Consultant(s) (GTC) on an as needed basis in connection with a wide range of services associated with electronic toll collection.

Respondents shall have proven experience providing GTC services similar to those outlined in this RFP, including oversight in the planning, design, development, testing, and maintenance of toll systems, including applicable infrastructure, with special emphasis on All-Electronic Toll (AET) collection. This experience should include all tolling roadside, operational back office (OBO) and commercial back office (CBO) functions including transaction processing and revenue collection, transaction and revenue lifecycle reconciliation, data analysis and reporting, facility planning, civil infrastructure design and design review and debt collection for unpaid tolls.

The successful respondent(s) and their team(s) will have professionals for the broad range of disciplines and expertise (e.g. architects, civil engineers, systems development, data and business analytics, Artificial Intelligence(AI), machine learning, business intelligence tools, software engineering, structural engineering, traffic engineering, mechanical engineering, electrical engineering, cyber security, network engineering, project managers and procurement specialists) as may be needed for performing the services. The successful respondent(s) will have professionals and technicians who are licensed/certified (if required) in the state of Florida, as applicable, and qualified to perform the work as determined by the Authority.

Work under the contract will be assigned on an as needed basis via negotiated purchase orders. The Authority does not guarantee work assignments. Assignments will be made at the sole discretion of the Authority based on the Authority’s needs with considerations for the consultant’s workforce availability, responsiveness, turnaround times and specialized expertise.

1.2 SERVICES TO BE PROVIDED

The services the selected consultant(s) may be requested to support include, but are not limited to, the following.

- a) Overseeing the planning, design, development, installation and testing of roadside, back office, roadside system audit and related toll technology systems, equipment and infrastructure. This includes both on premises and cloud-based systems.
- b) Overseeing the planning, design, development, testing, system analysis and security and performance audits related to all tolling communication networks including system interfaces.
- c) Planning and development of operating procedures, business rules and support activities related to day-to-day operations, training, and knowledge transfer.
- d) Overseeing the integration and testing of external data exchange interfaces (e.g.

collections, independent auditing systems, etc.) with Authority systems.

- e) Dynamic pricing planning, algorithm development, trip-matching, and toll rate schedule changes.
- f) Conducting roadside and back-office transaction and revenue lifecycle audits.
- g) Supporting and conducting system performance audits for toll and auditing systems, including roadside systems, back-office systems and collections processes and systems.
- h) Participating in and reviewing cyber security compliance audits and assisting in development and oversight of security compliance issue remediation.
- i) Providing roadside equipment certification audits to ensure system accuracy and conformance with contract(s) related to key performance indicators.
- j) Conducting video transaction data and processing analysis, financial impact analysis, and revenue assurance planning and monitoring related to video tolling.
- k) Developing policies related to tolling and the collection of tolls.
- l) Monitoring legislative activities impacts, or potential impacts, on the Authority and recommending modifications to the Authority systems and/or operations to remain in alignment with modified state, regional and/or federal legislation and/or policies.
- m) Planning and design of toll facilities and developing cost estimates in support of planning efforts.
- n) Analyzing Authority toll-related data and providing relevant national, state, and local tolling industry data to support Authority or project-specific objectives, policy development, and strategic decision-making.
- o) Developing, managing and overseeing customer discount programs.
- p) Participating in multi-agency tolling-related meetings, groups, and conferences as directed by the Authority.
- q) Developing scopes for procurement documents (e.g. RFPs, RFQs, RFIs., etc) as well as technical and functional requirements, interface control documents, KPIs, evaluation and scoring criteria, pricing forms and instructions related to toll systems and toll operations.
- r) Supporting activities related to Authority tolling procurements such as, but not limited to industry forums, vendor meetings and interview support.
- s) Developing system management reports, ad-hoc reports and/or dashboards using Authority systems and/or third-party tools (e.g. power BI, etc.) to support operational, management and executive-level needs.
- t) Reviewing contract deliverables from the Authority contractors including management and design documents, interface plans and documents, and system and operational manuals to ensure that deliverables conform to contract terms and standards
- u) Completing system design reviews for the Authority, including review of hardware and software development, design configurations and system interfaces.

- v) Monitoring testing efforts of tolls systems and advising the Authority on test process, progress, and results.
- w) Performing cost/benefit analysis, developing cost-to-collect models and assessing cost per transaction.
- x) Overseeing and/or participating in annual or bi-annual system accuracy testing, SOC Audits and/or lane audits.
- y) Providing support to the Authority for local, statewide and regional interoperability.
- z) Supporting pilot projects for new tolling-related technologies.
- aa) Providing other operational or technical services as requested by the Authority

1.3 PROJECT AND CONTRACT MANAGEMENT:

1.3.1 Project Manager and Staffing

The consultant shall designate a project manager for all work assignments. The project manager shall serve as the point of contact for all associated services and activities and shall be responsible for the work conducted by the consultant. The consultant shall establish and maintain appropriate staffing throughout the duration of the assigned work. Assigned staff shall have the skills and background to support the work assigned.

1.3.2 Quality Assurance

Upon the issuance of a purchase order, and at no cost to THEA, furnish the consultant's Quality Assurance (QA) Plan to the THEA Project Manager. The QA Plan shall detail the procedures to ensure quality assurance of all deliverables. The QA Plan shall include, but may not be limited to, the following areas:

1. Organization

A description of the consultant quality assurance organization and its functional relationship to the part of the organization performing the scope of services under the contract.

2. Quality Assurance Reviews

The methods used for quality assurance reviews, including supporting documentation of the review.

3. Quality Assurance Records

Identify the types of records which will be generated and maintained during the execution of quality assurance for assigned purchase orders.