REQUEST FOR PROPOSALS (RFP)

FOR

REAL ESTATE DEVELOPMENT OPPORTUNITIES

THEA PROJECT NO. E-0326

RFP Issue Date: 11/6/2026

Response Due Date: 1/13/2027 by 12pm ET

RESPONSIBLE DEPARTMENT

Executive Director

Greg Slater

PROCUREMENT DEPARTMENT

Toni Atkinson, Procurement Manager

1104 East Twiggs Street, Suite 300, Tampa, Florida 33602

Telephone Number: (813) 272-6740

Email: procurement@tampa-xway.com

Table of Contents

SECTION 1: EXECUTIVE SUMMARY 1
A. Procurement Framework 1
B. Project Site 1
C. Project to Align with THEA's Mission and Project Goals 2
SECTION 2: SCHEDULE AND OPTIONAL PREPROPOSAL MEETING 3
A. Schedule of Events 3
B. Optional Preproposal Meeting 4
C. Changes to Schedule or Meeting Place 5
D. Special Accommodations 5
SECTION 3: EVALUATION CRITERIA AND SCORING METHODOLOGY 5
A. Scoring Matrix 5
B. Technical Proposal 6
C. Financial Proposal 7
D. Other Required Attachments (Forms and Certifications) (Pass/Fail) 8
E. Financial Statements and Prime Contractor Bonding Capacity (Pass/Fail) 8
SECTION 4: INSTRUCTIONS TO RESPONDENTS 8
A. Submittal Process 8
B. Proposal Contents 9
SECTION 5: EVALUATION AND AWARD 16
A. Cumulative Scoring 16
B. Interviews and Presentations 16
C. Negotiations 17
D. Award 17
SECTION 6: ADDITIONAL INFORMATION & TERMS 17

Attachment 1 – Similar Projects Form
Attachment 2A – Financial Term Sheet
Attachment 2B – Financial Excel Sheet
Attachment 3 – Respondent Company Profile Form
Attachment 4 – Addenda Acknowledgement Form
Attachment 5 – Certification Forms

Exhibit A – Meridian Site
Exhibit B – THEA Office Space Requirements
Exhibit C – Additional Procedural and Proposal Requirements

SECTION 1: EXECUTIVE SUMMARY

The Tampa-Hillsborough County Expressway Authority ("THEA" or the "Authority") owns strategically located real property assets in downtown Tampa, Florida, that present a significant opportunity for thoughtful redevelopment in support of THEA's mission, long-term operational needs, and the public interest. This solicitation relates to one publicly owned site: the approximately 1.41-acre undeveloped Meridian Site located at South Meridian Avenue and East Whiting Street ("Meridian Site").

THEA is seeking approaches for the development of the Meridian Site and is open to a variety of use cases. **THEA strongly encourages, but does not require, Respondents to incorporate new replacement office space for THEA's operations within the Meridian Site development ("THEA Office Space").** For reference, THEA's current office space consists of an approximately 27,727 gross square foot facility located on 1.42 acres at 1104 East Twiggs Street that currently houses THEA's corporate headquarters, executive and administrative offices, operational staff, and traffic management center. Please see Exhibit B: THEA Office Space Requirements for more details.

A. Procurement Framework

Pursuant to Section 348.54(3), Florida Statutes, THEA is authorized to acquire, purchase, hold, lease as lessee, and use real property or any interest therein that is necessary or desirable for carrying out the purposes of the Authority, and to sell, lease as lessor, transfer, and dispose of any property or interest therein at any time acquired by it. This procurement is conducted in accordance with THEA's enabling Act, applicable provisions of Chapters 287 and 348, Florida Statutes, and THEA's duly adopted procurement policies and procedures, including without limitation THEA Policy Series 500 (Procurement Policy) and any other applicable Board-approved policies.

THEA is issuing this Request for Proposals ("RFP") to the shortlisted Respondents as Step 2 of a two-step, competitive procurement process to select a Respondent with the qualifications, experience, capacity, development plan, and demonstrated understanding necessary to deliver a complex urban development involving real property currently owned by THEA in a transportation-adjacent environment.

As described in more detail below, this RFP phase requests shortlisted Respondents to submit a technical proposal and a financial proposal (collectively, the "Proposal") that will include a proposed development plan, past project experience closely analogous to the proposed development plan, selection of a recommended transaction structure (such as a ground lease or fee simple sale framework), identification of the economic consideration to be given to THEA, a detailed development schedule, and other terms and conditions for negotiation and potential THEA Board approval.

Participation in this RFP by shortlisted Respondents does not require THEA to select any Respondent or to award any contract or only one contract. THEA reserves the right to discontinue the procurement process if THEA determines that doing so is in its best interest.

B. Project Site

THEA currently owns the Meridian Site, a strategically located parcel of real property in downtown Tampa that is being evaluated for potential redevelopment as part of this RFP. The

Meridian Site is an approximately 1.41-acre undeveloped site located at South Meridian Avenue and East Whiting Street.

The Meridian Site is located immediately adjacent to current and future phases of the Water Street Tampa development and represents a significant urban infill opportunity within the downtown core. It presents the potential for a mixed-use development that is commensurate with and complementary to surrounding development patterns and market growth. The Meridian Site's location at the intersection of major transportation infrastructure and emerging mixed-use districts underscores its significance as a long-term strategic asset. Exhibit A to this RFP provides additional information regarding the Meridian Site.

The Meridian Site presents a range of potential development scenarios within a concentrated and highly connected geographic area. Additional context regarding surrounding development activity, downtown market conditions, and other THEA-owned property assets was provided in the Request for Qualifications at Exhibit C, which is intended to inform Respondents' understanding of the broader development environment and the strategic context for this procurement.

C. Project to Align with THEA's Mission and Project Goals

THEA seeks Respondents whose experience as a developer and approach to this project align with the Authority's mission and long-term objectives, including advancement of transportation connectivity, support for transit-oriented and mobility-enhancing development, and delivery of projects that generate sustainable revenue and public benefit.

Alignment with THEA's Mission

- **Transportation Initiatives.** Support and integrate with THEA's existing and planned transportation initiatives, including the Whiting Street Extension as reflected in the Whiting Street Project materials and Project Development and Environment Study (located at: https://whitingstreetproject.com/) by considering the incorporation of elements associated with the Selmon Greenway, Meridian Avenue, downtown parking systems, transit facilities, and micromobility infrastructure, as well as opportunities to create functional synergies with any proposed THEA Office Space and other transportation system components serving the Tampa region.
- **Connectivity.** Strengthen connectivity between the Selmon Expressway and surrounding residential, commercial, and mixed-use districts. This includes leveraging the Meridian Site's central location to enhance linkages to nearby neighborhoods such as Water Street, Channelside, Gas Worx, Ybor Harbor, and downtown Tampa, while also improving connections to other transportation modes, including the Tampa Streetcar network, Tampa Union Station, micromobility facilities, and the Meridian and Lee Roy Selmon Greenway.
- **Community Focus.** Prioritize community-centric enhancements that contribute to the public good, such as accessible green spaces, cultural hubs, and infrastructure that serves the local population, while also considering the sustainable economic viability of the Meridian Site.

Project Goals

- **Community Impact.** Serving the growing and changing population in Tampa in the long-term while maintaining a community focus.
- **Site Control and Risk Mitigation.** Appropriate control of site and risk mitigation.
- **Promote sustainable revenue streams and asset monetization**. Promote long-term recurring revenue to support THEA operations and/or an upfront monetization/ financial benefit to THEA.
- **Feasibility and Execution.** Implement a reasonable approach to execution, plan, and timeline.
- **Incorporation of mobility focused transportation elements.** Improved connectivity between the Selmon Expressway and the Channelside District, Selmon Greenway, Ybor Harbor, Water Street, downtown and the Selmon Expressway that enables commuter transit connectivity, connected/autonomous vehicle shuttles, smart parking garages, rideshare and car sharing priority, intermodal center passenger processing space, micro-mobility/first-mile last-mile docking space and future potential for eVTOL facilities.
- **Incorporation of THEA Office Space.** THEA strongly prefers that the proposed development plan include THEA Office Space meeting the requirements set forth in Exhibit B.

Overall, THEA is seeking a Respondent-developer and development plan that enhances both the financial and societal value of the Meridian Site. Proposals should consider community impact and be consistent with regional characteristics, plans, zoning regulations, and site constraints. Example suitable facility use cases include commercial/general office space, general retail, hotel, mixed-use, and multifamily residential.

THEA encourages Respondents to propose forward-thinking, innovative, and sustainable solutions that demonstrate sensitivity and enhancement to the surrounding neighborhoods and long-term resilience. Respondents are encouraged to propose the transaction structure and use case that best supports financial feasibility, economic efficiencies, long-term value creation, public benefit, compatibility with regional infrastructure plans, as well as that best aligns with THEA's Mission and Project Goals described above. THEA reserves the right to negotiate final terms based on what is most beneficial for THEA and the community.

SECTION 2: SCHEDULE AND OPTIONAL PREPROPOSAL MEETING

A. Schedule of Events

The procurement process will adhere to the schedule below. All times given are Eastern Time. THEA reserves the right to make changes or alterations to the schedule by written addendum 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 other actions on the part of a Respondent shall constitute absolute deadlines for those activities, and failure to fully comply by

the time stated shall be cause for the Respondent's Proposal to be rejected and disqualified from further consideration.

Date and Time (all times Eastern)	**Description**	**Location**
11/06/2026 by 5:00 PM	Issuance of RFP to Shortlisted Respondents	Notification Sent to Proposer's Email Address
11/12/2026 10:00 AM	Virtual Pre-Proposal Meeting	Email link request to **Procurement@tampa-xway.com**
11/23/2026 by 5:00 PM	Deadline for Submission of RFP Questions	Emailed to **Procurement@tampa-xway.com**
12/7/2026 by 5:00 PM	Deadline for the Authority to Respond to Proposer Questions	Authority Website and DemandStar
01/13/2027 by 12:00 PM	Deadline for Submission of Proposals	Physical copies sent to Authority's office; electronic copy uploaded to Respondent's assigned OneDrive folder to be provided by the Authority.
02/03/2027 (time slots will be provided to proposers)	Oral Presentations	In-Person at Authority's Office: Authority Board Room 1104 E. Twiggs Street Tampa, FL 33602
02/10/2027 at 10:00 AM	Evaluation Committee Meets to Determine Ranking	Authority's Office: 1104 E. Twiggs Street Tampa, FL 33602
02/10/2027 by 5:00 PM	Posting Notice of Intended Final Ranking	THEA Website; DemandStar
02/22/2027 at 1:30 PM	Board Approval of Final Ranking and Award of Contract	Authority's Office: Authority Board Room 1104 E. Twiggs Street Tampa, FL 33602
02/22/2027 by 5:00 PM	Posting Notice of Decision	THEA Website; DemandStar

B. Optional Preproposal Meeting

THEA intends to conduct a preproposal meeting for the purpose of reviewing the objectives of this RFP, outlining the overall procurement process, and clarifying the requirements for submission of Proposals.

Attendance at the preproposal meeting is optional and is not a prerequisite for submitting a Proposal. Any official changes, clarifications, or interpretive guidance resulting from the preproposal meeting will be issued, if at all, only through a written addendum. No oral statements or discussions shall be binding on THEA.

All questions concerning this RFP shall be directed to THEA's Procurement Office at: **Procurement@tampa-xway.com**.

C. Changes to Schedule or Meeting Place

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

D. Special Accommodations

Any person requiring special accommodations to attend or participate in a THEA meeting regarding this advertisement, pursuant to the Americans with Disabilities Act, should contact the 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.

SECTION 3: EVALUATION CRITERIA AND SCORING METHODOLOGY

A. Scoring Matrix

The following scoring matrix summarizes how responsive Proposals submitted by shortlisted Respondents in response to this RFP will be evaluated and scored.

	Evaluation Criteria	Maximum Points
Technical Proposal		
1.	Development Plan	35 Points
2.	Relevant Qualifications	15 Points
3.	Community-Centric Enhancements	10 Points
Financial Proposal		
1.	NPV of Consideration to THEA	30 points
2.	Strength and Credibility of Financial Plan	10 Points
Other Requirements		
1.	Other Required Attachments (Forms and Certifications)	*Pass/Fail*

2.	Financial Statements and Prime Contractor Bonding Capacity	*Pass/Fail*
Total Points Available		**100 Points**

Detailed requirements for each Evaluation Criteria category are further described in Section 3 and Section 4, below.

Responsive Proposals will be evaluated by the Evaluation Committee. The evaluation and scoring process is intended to allow the Evaluation Committee to exercise informed professional judgment while applying a structured and consistent framework across the submissions. The Authority intends to score each responsive Proposal on a total 100-point scale utilizing a cumulative scoring method, with points allocated among the Evaluation Criteria categories described below.

B. <u>Technical Proposal</u>

1. Development Plan (35 points)

In this category, the Evaluation Committee will evaluate the Respondent's proposed vision, development program, and overall approach to delivering the Meridian Site, including its quality, feasibility, and executability. The Evaluation Committee will consider whether the proposed use case is supported by market conditions and is consistent with applicable zoning regulations, site constraints, regional plans, and surrounding development patterns. It will also consider how well the Development Plan advances THEA's Mission and Project Goals outlined in Section 1(C), including approaches to coordinating with relevant stakeholders, leasing, and obtaining additional approvals. **The Evaluation Committee strongly prefers, and will give additional scoring consideration to, Proposals that include THEA Office Space and that incorporate mobility focused transportation elements into their Development Plan**. The Evaluation Committee will also evaluate the associated delivery approach, including how effectively the THEA Office Space is integrated into the overall Development Plan and meets the requirements in Exhibit B.

2. Relevant Qualifications (15 points)

In this category, the Evaluation Committee will evaluate how well the Respondent and its proposed Development Team (defined below) are qualified to deliver the specific Development Plan proposed for the Meridian Site. This includes their organizational qualifications, development platform, and demonstrated experience delivering complex, large-scale development on publicly owned real property in an urban, transportation-adjacent environment. The RFQ evaluated qualifications generally. This category will examine in more detail how closely the Respondent's experience and Development Team match their proposed Development Plan. For example, the Evaluation Committee will consider whether the Respondent has served as lead developer or principal development entity on comparable projects and experience with phased implementation, complex entitlement and approval processes, and coordination with public-sector owners or partners.

3. Community-Centric Enhancements (10 points)

In this category, the Evaluation Committee will evaluate how well the Respondent's Development Plan prioritizes and incorporates community-centric enhancements that contribute

to the public good, such as accessible green spaces, cultural hubs, and infrastructure that serves the local population, while also considering the sustainable economic viability of the Meridian Site. The Evaluation Committee will consider whether the proposed enhancements are (i) substantive, (ii) accessible to and inclusive of the full range of community members, (iii) integrated into the overall development vision, and (iv) supported by a financially feasible plan for their delivery, operation, and long-term maintenance. Community-centric enhancements that are vaguely described, unfunded, not shown on the site plan, or deferred without a firm schedule will receive less credit.

C. Financial Proposal

1. Net Present Value (NPV) of Consideration to THEA (30 points)

In this category, the Evaluation Committee will evaluate the Respondent's proposed sale price, ground lease payments, Annual Base Rent, Percentage Rent (defined in Attachment 2A) or other forms of financial return to THEA, including, but not limited to, user fees or other service payments. To compare financial benefits across differing time horizons reflected in these different eligible transaction structures, the cash flows to THEA presented in Attachment 2A: Financial Term Sheet and Attachment 2B will be discounted at a rate of 5% per annum to January 1, 2027 to determine the NPV benefit to THEA. The highest NPV total will be given the full point value, with proportional scoring given to Respondents who fall below the highest NPV value (i.e., if Respondent 2 is 20% lower on NPV compared to Respondent 1, Respondent 2 will receive 80% of the total points, while Respondent 1 will receive the full points).

2. Strength and Credibility of Financial Plan (10 points)

In this category, the Evaluation Committee will evaluate the credibility, certainty, and achievability of the Respondent's financial plan. This includes how likely it is that the economic consideration proposed to THEA in Attachment 2A – Financial Term Sheet and Attachment 2B can be delivered as proposed without material repricing or renegotiation.

While the NPV of Consideration to THEA category measures the size of the financial benefit proposed, this category assesses whether that benefit is well supported and realistically achievable. Key criteria for evaluation include:

- **Reasonableness of key assumptions and forecasts.** The Evaluation Committee will place particular emphasis on how reasonable, internally consistent, and well-supported the key assumptions and forecasts behind financial considerations to THEA are. As applicable, these include:
    - Projected gross revenues underlying any Percentage Rent calculation. Note that committed Annual Base Rent serving as the minimum annual payments will be scored higher than Percentage Rent contingent on less committed percentages of Respondent's projected gross revenue
    - Rental rates, occupancy, and absorption
    - Rent growth and escalation
    - Operating expenses, development costs, and capitalization rates

The Evaluation Committee may compare these assumptions with prevailing market data and comparable projects. Payments to THEA that rely on aggressive, unsupported, or internally inconsistent assumptions may be viewed as less credible and scored accordingly.

- **Firmness of offer and likelihood of repricing.** The Evaluation Committee may consider the extent to which the proposed amounts and terms represent a firm, committed offer. This includes the number and nature of conditions and contingencies, the additional activities required before a committed offer can go to the THEA Board, and any reliance on public incentives or other public support. Proposals with fewer contingencies and a clear path to a committed offer will be viewed as more credible and scored more favorably. The Evaluation Committee may also consider whether the Respondent has clearly identified its anticipated equity and debt investors and their source of funds, backed by letters signed by authorized representatives. It may also consider those investors' experience and capacity to fund projects of similar scale, and the nature and extent of any further investment committee or credit approvals still required. Committed or highly advanced financing will generally be viewed more favorably than indicative or unidentified sources.
- **Sensitivity to external factors and risk mitigation.** The Evaluation Committee may further consider how exposed the financial plan is to external factors and how well the Respondent has identified and mitigated those risks. Such factors include changes in interest rates and capital market conditions, construction cost escalation, and shifts in market demand.

D. Other Required Attachments (Forms and Certifications) (Pass/Fail)

1. Complete and submit Attachment 3 (Respondent Company Profile Form)
2. Complete and submit Attachment 4 (Addenda Acknowledgement Form)
3. Complete and submit all forms in Attachment 5 (Certification Forms)

E. Financial Statements and Prime Contractor Bonding Capacity (Pass/Fail)

Financial capability will be determined through an evaluation of financial statements which may include an assessment of factors such as profitability, capital structure, ability to service existing debt and other commitments and contingencies, as well as the bonding capacity of the Prime Contractor.

SECTION 4: INSTRUCTIONS TO RESPONDENTS

A. Submittal Process

THEA must receive all Proposals at the location, date, and time and in the manner identified in the Schedule of Events. It shall be the sole responsibility of the Respondent to have its Proposal physically delivered to THEA on time. Facsimile or telegraphic submittals will not be

accepted. Delays in delivery shall not be the responsibility of THEA. Proposals received after the deadline shall not be considered and may be returned only at the Respondent firm's request and expense.

Type size shall not be less than 10-point font. The Proposal shall be indexed and all pages should be sequentially numbered. Proposals shall be submitted electronically via OneDrive upload and via mail delivery for physical copies to the mailing address below.

One (1) signed electronic copy uploaded to OneDrive (to the link previously assigned by the Procurement Department to each Respondent during Step 1) and ten (10) physical copies of the Proposal must be delivered to the Authority's Procurement Department, at the address below, clearly marked, "Request for Proposals No. E-0326 for Real Estate Development Opportunities", sent or delivered to:

Toni Atkinson, Procurement Manager
1104 East Twiggs Street, Suite 300
Tampa, Florida 33602
Telephone Number: (813) 272-6740
Email: procurement@tampa-xway.com

The Proposal shall clearly indicate the legal name, Federal taxpayer identification number, address, and telephone number of the Respondent. The person signing the Proposal on behalf of the Respondent shall have the authority to bind the Respondent to the submitted Proposal.

All further requirements set forth in Exhibit C to this RFP must be observed and followed throughout this solicitation**, including all cone of silence requirements.**

B. Proposal Contents

Each Proposal must contain the sections listed below, organized with bookmarks (or other navigational formatting), with headings numbered and labeled as shown below. To be considered responsive, the Proposal should follow the required sequence. Required submittals are categorized as either Not Scored, Pass/Fail, or Scored as part of the Evaluation Criteria.

i. Proposal Cover Sheet (Not Scored) - The cover sheet shall be marked and identified with the RFP's name, project number, date of submission, and the Respondent's name.

ii. Table of Contents (Not Scored) – Provide a Table of Contents as follows:

(A) Introduction letter

(B) Technical Proposal

1. Development Plan
2. Relevant Qualifications
3. Community-Centric Enhancements

(C) Financial Proposal

1. NPV of Consideration to THEA
2. Financial Plan

(D) Other Required Attachments (Forms and Certifications)

(E) Financial Statements and Prime Contractor Bonding Capacity

(A) Introduction Letter (Not Scored) - Submit a letter of introduction signed by an individual authorized to bind the Respondent. Submission of the letter constitutes (i) a certification that the Proposal is submitted in accordance with the requirements of this RFP and any addenda, and (ii) a representation that the Respondent is willing and able to immediately begin negotiations with THEA for the project proposed by Respondent if selected by THEA.

The letter must also identify the Respondent's legal entity (including state of formation), the primary point of contact for this procurement (including the contact's mailing address, email address, and telephone number), and identification of Respondent's lead negotiator and any limitations of authority to contractually bind the Respondent in negotiations.

(B) Technical Proposal (Scored)

1. Development Plan (35 points)

a) Clearly identify what transaction structure you are proposing:

1) Ground Lease: Long-term ground lease arrangements, which may include Annual Base Rent, Percentage Rent, participation mechanisms, reversion provisions, and other customary commercial terms, or

2) Fee Simple Sale: Fee simple conveyance, subject to negotiated commercial terms, conditions, and applicable legal requirements, or

3) Alternative Transaction Structure: describe in detail the alternative proposed.

b) Provide a summary of the proposed vision for the Meridian Site. Clearly identify if any additional THEA-owned parcels identified in Exhibit A are included in your Development Plan.

c) Provide a summary of the proposed development use case for the Meridian Site. Describe how the use case best supports financial feasibility, economic efficiencies, long-term value creation, public benefit, compatibility with regional infrastructure plans, and THEA's Mission and Project Goals. As applicable, describe how the THEA Office Space will fit within the context of proposed use case.

d) Provide a generalized pre-schematic design(s), including site plan and 3-D illustration(s).

e) Provide a total development cost budget along with an associated narrative describing and itemizing the budget, for all envisioned costs. To the extent available, Respondent should include a general description of all estimated construction costs for the project, including hard and soft costs, and general estimated infrastructure costs.

f) Provide detailed development schedule work plan, including project start date; tasks during pre-design, design, approvals, permitting, construction, etc., through completion; construction start date and duration; and initial occupancy.

g) Provide a detailed method by which you propose to secure any additional interests or approvals required for the project. Detail any innovative techniques or cost-reduction terms.

h) Provide the approach to working with public stakeholders during development.

i) Provide the approach to leasing or otherwise obtaining occupants for the project, as applicable.

2. Relevant Qualifications (15 points)

a) Describe in detail up to four (4) projects that Respondent has developed within the past ten years (completed or ongoing) that are most similar to the scope, scale, financing structure, and community context that Respondent is currently proposing in its Development Plan.

- Ideally, Respondents should identify development projects delivered under similar public-sector transaction frameworks as the Respondent is proposing to THEA now.

b) For each similar project identified above, complete the attached Similar Projects Form (Attachment 1).

c) Identify the Respondent's proposed Development Team (defined as the Prime Contractor, Lead Operator, Key Firms, and Key Personnel) that will have sustained involvement in the project.

- Respondent: the entity responsible for the overall initiation, planning, coordination, financing, and management of the project.
- Prime Contractor: the company that will hold a direct contract with the Respondent and that will be responsible for delivering all construction work and ensuring the project is built according to specifications, on time, and within budget.
- Lead Operator: the lead operating partner that will operate the project over the term.
- Key Firms: in addition to the Prime Contractor and Lead Operator, any other known major contractors, architects, engineers, subcontractors, subconsultants, partners, or affiliates that will play a material role in the development effort.
    - Include a clear definition of roles and responsibilities of each Key Firm, including clear decision-making processes at managerial and technical levels. Include the office location (city and state) for Key Firms.
- Key Personnel: key individual members of the Development Team including the proposed Project Manager, the Project Manager's role,

and names and roles of other individuals who will work on the Development Team.

- Include a short bio (one to two paragraphs) for Key Personnel. Include resumes for the Project Manager and other Key Personnel (please limit resumes to no more than 2 pages).
- Identify which Key Personnel will be located full-time in the Tampa area, and those who will be working remotely.
- Note that only those individuals 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.

All members of the Development Team must be properly licensed for the work they are performing and must meet the minimum standards for qualifying professional services and contracts for traditional procurement projects.

d) Describe the anticipated role and responsibilities of each member of the Development Team identified in item c) above, and explain how the Development Team's collective experience, continuity, and prior working relationships support the delivery of projects of similar complexity and duration.

e) Include an organizational chart identifying all proposed Development Team members identified in item d) above by name, entity, and proposed role/title.

The Authority reserves the right to solicit from all available sources relevant information concerning a Respondent's past performance (whether the project is disclosed or not), conduct independent reference checks, or review publicly available information relevant to past performance and the Evaluation Committee may consider such information in its scoring of this category.

3. Community-Centric Enhancements (10 points)

a) Identify all enhancements in the Development Plan that are designed mainly to benefit the public, and not mainly the Respondent, its tenants, or its commercial users. Community-centric enhancements should be built into the site plan, phasing schedule, financing structure, and operating model.

b) The following are examples of community-centric enhancements. The list is purely illustrative, not exhaustive, and not representative of any preference. Respondents are not required to propose any or every element:

- Accessible Green and Open Space. This includes publicly accessible parks, plazas, greenways, tree canopy, recreational areas, and storm-water features that double as amenities.
- Cultural Hubs and Civic Facilities. This includes spaces for arts, performance, education, community meetings, or nonprofit use, offered at below-market or no cost.

- Public Gathering Areas. This includes flexible indoor and outdoor spaces that can host farmers' markets, festivals, public events, and informal gathering.
- Public Art. This includes permanent or rotating works of art that are visible and accessible to the public.

c) Describe how the community-centric enhancements reflect a coherent design and programming concept consistent with the character of the Meridian Site and the surrounding community.

d) Describe the community engagement the Respondent has conducted or will conduct, before and after award, including how stakeholder input has shaped or will shape the proposed community-centric enhancements.

(C) Financial Proposal (Scored)

1. **NPV of Consideration to THEA (30 points)**

a) As applicable, describe in narrative form the proposed fee simple sale price, ground lease payments, Annual Base Rent, Percentage Rent (revenue sharing), or other forms of financial return to THEA, including but not limited to user fees or other service payments. Include details on proposed term(s), escalation, and any contingencies.

b) Complete Attachment 2A – Financial Term Sheet.

c) Complete Attachment 2B (the Financial Excel Sheet).

2. **Financial Plan (10 points)**

a) Clearly identify the proposed transaction type (e.g., fee simple sale, ground lease, or alternative transaction structure).

b) Provide a summary of key terms and conditions associated with the proposed financing structure. Include a description of the debt-to-equity allocation and list of sources for both debt and equity.

c) Provide a description of the level of diligence completed to date, the level of commitments and the outstanding steps necessary to secure committed financing.

d) Provide an estimated timeline for financial closing and phasing (if applicable).

e) Identify the anticipated equity investor(s), including a letter signed by an authorized representative of such equity investor (chief financial officer, treasurer, or equivalent), describing:

- Investor name(s);
- Investor source of funds (e.g., fund name, size)

f) Identify debt investors, including a letter(s) signed by an authorized representative, and a description of additional approval process or steps required.

g) Outline any additional incentives or public support anticipated or requested, or specify that there are no public incentives requested.

h) Provide a statement on the extent to which the amounts and terms provided represent a firm, committed offer by the Respondent. Please address what additional activities, if any, will need to be undertaken to result in a firm, committed offer that can be submitted to the THEA Board for approval as part of a finalized agreement, and the anticipated timeline for completing such activities.

i) Provide a summary of any perceived challenges or major financial risks and proposed mitigation strategies to address those challenges and risks. Please specifically address absorption risk, any pre-leasing strategies to be utilized, and details regarding any planned concessions during initial lease-up.

j) Provide a preliminary financial pro forma, total cash-flow analysis, or other supporting financial analysis in Microsoft Excel to demonstrate the proposed project's financial feasibility and value to THEA.

(D) Other Required Attachments (Pass/Fail) - Complete, execute, and submit all other required forms and certifications included **in Attachment 3, Attachment 4, and Attachment 5** to this RFP.

(E) Financial Statements and Prime Contractor Bonding Capacity (Pass/Fail)

1. Financial Statements of Respondent and Prime Contractor

Please provide financial statements (meeting the requirements below) for the previous three (3) completed fiscal years **for the Respondent and Prime Contractor**.

Financial statement information must include the following information:

1. Opinion Letter (Auditor's Report);
2. Balance Sheet;
3. Income Statement;
4. Statement of Cash Flows; and
5. Footnotes.

In addition, financial statements must meet the following requirements:

Generally Accepted Accounting Principles – Financial statements must be prepared in accordance with United States Generally Accepted Accounting Principles (U.S. GAAP) or International Financial Reporting Standards (IFRS). If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant

discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS.

a) **United States Dollars** – Financial statements must be provided in United States (U.S.) dollars. If financial statements are not readily available in U.S. dollars, the Respondent must convert, at a minimum, Balance Sheet, Income Statement, and Statement of Cash Flows, as well as any notes related to undrawn liquidity facilities, into U.S. dollars and provide a summary of the conversion methods and applicable foreign exchange rates used to do so.

b) **Audited** – Financial statements must be audited by an independent party qualified to render audit opinions (e.g., a certified public accountant). If audited financial statements are not available, include unaudited financial statements certified as true, correct, and accurate by the chief financial officer (CFO) or equivalent position or role.

c) **English** – Financial statement information must be prepared in English. If audited financial statements are prepared in a language other than English, translations of all financial statement information, including footnotes, must be provided.

d) **Newly Formed/Not Yet Formed Entity** – If the entity providing the financial statements (the Respondent and/or the Prime Contractor) is a newly formed entity or has not yet formed a legal entity and does not have independent financial statements, the responding entity shall expressly state that it is a newly formed entity or a not yet formed entity, as applicable, and does not have independent financial statements. THEA may, in its discretion, request information from a parent company or other affiliate company to act as a guarantor with respect to financial capabilities (a "Guarantor"), including potentially requesting a financial officer's certificate confirming the intentions of the Guarantor to support the relevant entity.

e) **Securities and Exchange Commission Filings** – If the Respondent or any other entity for which financial information is required files reports with the Securities and Exchange Commission (SEC), then such financial statements shall be provided through a copy of its annual report on Form 10-K. For all subsequent quarters, a copy of any report filed on Form 10-Q or Form 8-K which has been filed since the latest filed Form 10-K shall be provided.

Any financial or organizational information submitted in response to this criterion and clearly marked as "CONFIDENTIAL" or "TRADE SECRET" will be handled in accordance with Chapter 119, Florida Statutes, including applicable exemptions under Sections 119.071 and 119.0715, Florida Statutes, to the extent permitted by law, and used solely for evaluating Respondent qualifications. Respondent shall designate only those specific portions of its submittal claimed to be exempt, identify the applicable statutory basis for each such claim (including, as applicable, trade secret information as defined in Section 688.002, Florida Statutes), and provide sufficient support for the claimed exemption.

2. Prime Contractor Bonding Capacity

Provide a statement from the Prime Contractor's Surety of the Prime Contractor's maximum single project bonding capacity and the Prime Contractor's aggregate bonding capacity, with minimum limits not less than the project's estimated value of construction.

The Surety must be rated no less than "A-" as to management and no less than "VIII" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Post Office Box 1107, Summit, New Jersey 07901. Information shall be provided by the Surety on behalf of the Prime Contractor.

SECTION 5: EVALUATION AND AWARD

A. Cumulative Scoring

The Evaluation Committee will evaluate responsive Proposals that meet the pass/fail criteria using the Evaluation Criteria and maximum point values set forth in this RFP. The Evaluation Committee may, in its sole discretion, request additional or clarifying information from any Respondent in order to clarify a Proposal or to address an apparent omission; however, the Evaluation Committee is not obligated to request such information. Failure to timely provide requested clarifying information may result in a determination that the Proposal is non-responsive.

Following completion of the initial evaluation, individual scores will be tabulated to arrive at cumulative scores, and the Evaluation Committee will develop an initial ranking based on total points. Based on that cumulative scoring and ranking, THEA anticipates recommending to the Board that it commence negotiations with the top-ranked Respondent(s), and that if an agreement cannot be reached with the top-ranked Respondent(s) that THEA commence negotiations with the second-ranked Respondent and so on until an agreement(s) is reached or THEA cancels this procurement.

THEA reserves the right to interview shortlisted Respondents prior to ranking and award. The Evaluation Committee shall meet at a properly noticed public meeting with minutes kept pursuant to THEA policies and applicable Florida Statutes. THEA reserves the right to continue investigating the qualifications and financial capability of each Respondent, as well as any other information available to it, in making its selections.

B. Interviews and Presentations

THEA may, in its sole discretion, require shortlisted Respondents to participate in interviews and presentations. Interviews and presentations, if conducted, are intended to (i) clarify information contained in the Proposals, (ii) further assess the qualifications and capacity of the Respondent and its proposed Development Team, and (iii) evaluate the Respondent's understanding of the opportunity and compatibility with THEA's objectives. THEA reserves the right to structure interviews and presentations in a manner it deems appropriate, including individual presentations, panel interviews, question-and-answer sessions, or other formats designed to support comparative evaluation. Following these interviews and presentations, if held, the Evaluation Committee shall finalize the scoring and make a ranking of the shortlisted Respondents to recommend to the Board. The Board will then make a final ranking of the shortlisted Respondents and instruct THEA staff to engage in negotiations as set forth below.

C. Negotiations

Upon directive from the Board, THEA and the highest-ranked Respondent(s) will begin negotiations for a comprehensive agreement for the Meridian Site, including all relevant terms and conditions, insurance, bonds, and other appropriate guarantees. THEA shall be the sole judge of its own best interests, reflected in the selected Proposals, and the negotiated agreement(s).

If THEA is not satisfied with the results of the negotiations with the top-ranked Respondent, THEA may commence negotiations with the second-ranked Respondent and so on until an agreement is reached or THEA cancels this procurement.

D. Award

THEA anticipates entering into a comprehensive negotiated agreement with the Respondent that submits the Proposal judged by THEA to be in its best interest. Respondent understands and agrees that this RFP does not, in itself, constitute an agreement with or offer to the Respondent. The Respondent, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions required by THEA.

Prior to execution of the negotiated agreement, Respondent may be required to deliver surety bonds, letters of credit, equity partner guarantees, or other financial assurances and security acceptable to THEA, in a form and amount satisfactory to THEA and which ensure the Respondent's performance under the agreement.

For any component of the proposed project plan involving construction on THEA-owned property, performance and payment bonds equal to 100% of construction cost shall be required and are subject to the recordation, notice, suit limitation, and other requirements of section 255.05, *Florida Statutes.*

SECTION 6: ADDITIONAL INFORMATION & TERMS

1. **The Meridian Site is offered "As-Is".** The site is offered "As-Is". Assessment of existing condition is the responsibility of each Respondent, and THEA does not make any representations regarding its condition or use for any specific purpose. During the RFQ stage, THEA made available to each Respondent, without warranty or representation, certain information on the site that is in THEA's possession. Each Respondent shall rely solely on its own due diligence with respect to the site and any entry upon the property shall be Respondent's sole expense and risk, subject to THEA's prior notice and approval and an advance written agreement providing Respondent's indemnity and insurance requirements.

   THEA does not:

   1. make (and will not be deemed to have made) any representation, warranty or guaranty as to the accuracy, completeness, utility or relevance of any information or materials provided in this RFP or otherwise, including any addenda;
   2. make (and will not be deemed to have made) any representation, warranty or guaranty as to the condition of the site, the availability of utilities or any access to and from the site, or as to any subsurface or soils conditions of the site;
   3. have (and will not be deemed to have) any obligation to update any such information or materials, the contents of which may reflect information available as of the date that they were prepared or as of such other date indicated therein; or

4. retain responsibility or liability (and will not be deemed to retain such responsibility or liability) for any lack of accuracy, completeness, utility or relevance of, or for any interpretations of or conclusions drawn from, any such information and materials.

2. **Binding Offer.** Respondents' submission of a proposal will be considered a binding offer for the proposed solution, assuming all terms are negotiated satisfactorily. The submission of a Proposal shall be taken as prima facie evidence that the Respondent has familiarized itself with the contents and requirements of this solicitation and has no objection as to its terms.

3. **Modification and Withdrawal.** A Proposal may be withdrawn by written request submitted by the Respondent and received by THEA no later than the deadline for submission of Proposals set forth in this RFP. Negligence on the part of a Respondent in preparing a submission shall not confer any right to withdraw or modify a Proposal after the submission deadline.

4. **Changes to Respondent Organization.** No Respondent shall, without THEA's written consent, at any time from the date Proposals are due to the date of the announcement of the highest-ranked Respondent, undertake any of the following (each an "Organizational Change"): (a) add, delete, or substitute a member of the Development Team or other person(s) explicitly identified in its Proposal as being part of its Development Team; or (b) otherwise reorganize its Development Team to the extent that such reorganization would render the organizational charts and descriptions provided in its Proposal inaccurate or incomplete. Respondents may make Organizational Changes only with THEA's written consent, to be given in THEA's sole discretion. As a condition to making any such change, a Respondent must submit to THEA a description of the proposed change and any relevant documentation related to the change.

5. **Disqualification and Cancellation of this Solicitation**. THEA reserves the right, in its sole and absolute discretion, to disqualify any Respondent before or after the submission deadline upon evidence of collusion, intent to defraud, or other unlawful or unethical practices. THEA may, in its sole and absolute discretion, determine whether a Respondent is responsible and responsive and to reject any Proposal if the information submitted by the Respondent, or an investigation of the Respondent's qualifications and experience, fails to satisfy THEA that the Respondent is sufficiently qualified or capable of performing the services contemplated by this RFP. THEA further reserves the right, at any time, to reject any or all Proposals; to re-advertise this procurement; to suspend, postpone, or cancel the solicitation; to waive informalities or irregularities; and to modify the procurement schedule or requirements, all as determined by THEA to be in its best interest. Examples of circumstances that may result in a determination that a Respondent is not responsible include, without limitation, termination of a previous contract with THEA, demonstrated financial instability, or a history of significant or recurring legal actions. Examples of non-responsiveness may include, without limitation, failure to submit all required information, failure to properly execute required documents, or submission of materials that do not comply with the requirements of this RFP.

6. **Waiver of Irregularities.** THEA reserves the right, in its sole and absolute discretion, to waive minor irregularities or informalities in any Proposal where such irregularities are matters of form rather than substance and the waiver is not prejudicial to other Respondents. Minor

irregularities are those that do not adversely affect THEA's interests and do not provide an unfair competitive advantage.

7. **Cost of Preparation.** All costs incurred by a Respondent in preparing and submitting a Proposal, attending meetings, or otherwise participating in this procurement process shall be borne solely by the Respondent.
8. **Ownership of Submittals**. All Proposals submitted in response to this RFP and any submission made by a Respondent under this RFP shall become the property of THEA upon receipt by THEA. Proposals and other submittals will not be returned. THEA shall have the right to copy, use, reproduce, publicize, or otherwise dispose of each submittal in any way that THEA selects.
9. **Rejection of Proposals**. Proposals may be rejected as non-responsive for reasons including but not limited to:
    1. All questions, instructions, and forms in the RFP have not been properly completed.
    2. The Proposal is found to have concealed or contained false and/or misleading information.
    3. THEA did not receive the Proposal by the submittal deadline.
    4. Attachments have not been completed, signed, and/or submitted.
    5. The Proposal is not properly executed.

THEA reserves the right to reject all Proposals, to waive any informalities or minor irregularities, and to solicit and re-advertise this procurement.

ATTACHMENT 1 – SIMILAR PROJECTS FORM

Attach additional sheets as necessary.

Project Name: _____

Owner Name: _____

Current contact person for owner: _____

Telephone:_____ Fax: _____ E-mail:_____

Owner Address: _____

Website for Project (if applicable): _____

What was the Respondent's role in the Project? _____

_____

Project Cost: _____ Start date:_____ Completion date:_____
(month/year) (month/year)

Within budget? ☐ Yes ☐ No Additional detail: _____

_____

Within schedule? ☐ Yes ☐ No Additional detail: _____

_____

Were change orders issued? ☐ Yes ☐ No. If yes, explain: _____

_____

Principal/Project Manager in Charge:_____

Other Development Team Members involved in this Project and their roles:_____

_____

_____

_____

ATTACHMENT 2A – FINANCIAL TERM SHEET

Instructions:

Respondents can propose a fee simple sale, ground lease, or alternative transaction structure.

Use additional pages if needed.

Definitions for ground lease transaction structures:

1. Annual Base Rent: Annual Base Rent will serve as the minimum annual payment to be paid by the Respondent to THEA.
2. Percentage Rent: In addition to the Annual Base Rent, Respondent may also propose to pay THEA annual rent based on a percentage of the Respondent's gross revenue from the project (for each year where the applicable Percentage Rent exceeds the minimum Annual Base Rent). If such proposal is included, the Respondent shall provide its own pro forma estimate of the Percentage Rent over the term of the Ground Lease in the preliminary financial pro forma.

Transaction Structure	_____ (Sale, Ground Lease, or Alternative)
Fee Simple Sale Price (if applicable)[1]	$_____
Length of Ground Lease Term (if applicable)	_____ (years)
Annual Base Rent (if applicable)	$_____ (per year)
Percentage Rent (if applicable)	_____ (% of total annual gross revenue)

[1] Please clarify when this would be paid and any conditions or contingencies for this payment being received by THEA

Additional Financial Terms (Escalation rate, etc.)	
Optional Terms for Alternative Structures **(if applicable)**	
New THEA Office Space (Payments from THEA to Developer for the THEA Office Space)	
Payment Amount	$_____ (per year)
Additional Financial Terms related to THEA Office Space (Term, escalation rate, or alternative structures)	

Name of Respondent's Organization:

_____

Signature of Authorized Representative:

_____

Date_____

Print Name_____

ATTACHMENT 2B – FINANCIAL EXCEL SHEET

Provided in a separate document

ATTACHMENT 3 – RESPONDENT COMPANY PROFILE FORM

Firm Name: _____

Address of Proposed Office in Charge: _____

Phone Number: _____

E-mail Address: _____ Website: _____

If applicable, parent company: _____

If different, address of parent company: _____

If different, phone number of parent company: _____

If different, website of parent company: _____

Type of Business: Individual Corporation Partnership

Other, please explain: _____

If corporation, complete the following:

Date of Incorporation: _____ State of Incorporation: _____

Date Authorized to Do Business in Florida: _____ FEIN.: _____

President: _____

Vice President: _____

Secretary: _____

If partnership, complete the following:

Date Organized: _____ Type (e.g., general, limited): _____

FEIN: _____

Names and Address of Partners (attach pages if necessary):

_____ _____

_____ _____

_____ _____

ATTACHMENT 4 – ADDENDA ACKNOWLEDGMENT FORM

Acknowledgement is hereby made of the following Addenda received since issuance of the Request for Proposals:

ADDENDA	DATE ISSUED

Name of Respondent's Organization:

_____

Signature of Authorized Representative:

_____

Date_____

Print
Name_____

ATTACHMENT 5 - CERTIFICATION FORMS A - D

A. DECLARATION OF RESPONDENT

1. Name of Respondent: _____
2. Name of contact person: _____
3. Respondent's local (to Tampa, Florida) business and mailing address is: _____
4. Respondent's Professional License Number (if applicable) is: _____
5. The Project Manager identified in the Proposal has a current Professional License Number of _____ issued by the State of _____.
6. The Prime Contractor identified in the Proposal has a current Contractor's License Number of _____ issued by the State of _____.
7. Respondent's Federal I.D. Number: _____
8. Respondent's primary business address is: _____
9. Respondent's present business phone number is: _____
10. Respondent's present fax number is: _____
11. Respondent's present e-mail address is: _____
12. Respondent 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, the state of Florida, or any state agency.

4. That the Respondent is not in litigation with and has not 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 agreement; 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 deliver the project, including the specific individuals named in its proposal and the specific Development Team members named in its proposal shall remain assigned for the duration of the project, unless otherwise agreed to in writing by THEA.

7. By submitting this response, respondent accepts and acknowledges that respondent can comply with all terms and conditions set forth in the solicitation including, without limitation, the insurance and performance/payment bond requirements and the indemnification provisions, if applicable.

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:

_____
(Witness Signature)

_____
(Printed Name of Witness)

_____
(Witness Signature)

_____
(Printed Name of Witness)

RESPONDENT:

_____
Respondent Name

By: _____
(AUTHORIZED SIGNATURE)

_____
(Printed Name of Signer)

_____
(Title of Signer)

_____
(Date Signed)

[additional requirements below]

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 by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, (year), by (name of person making statement).

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced

[END OF DECLARATION OF RESPONDENT]

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 Section 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 agreement 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 Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication 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 Section 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 Section 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]

[notarization on the following page]

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this day of, (year), by (name of person making statement).

(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced

[END OF SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES]

C. CONFLICT OF INTEREST STATEMENT

Check one of the boxes below. Please also see Exhibit C Additional Procedural and Proposal Requirements section for a list of organizations which could be considered organizational conflicts of interest.

☐ 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, agreements or property interest for this solicitation and project.

RESPONDENT NAME: _____

By: _____
(AUTHORIZED SIGNATURE)

_____
(Printed Name of Signer)

_____
(Title of Signer)

_____
(Date Signed)

[END OF CONFLICTS OF INTEREST STATEMENT]

D. 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 agreement or renewal of an existing agreement, 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 an agreement with an agency or local government entity for goods or services of $1 million or more.

Respondent/Bidder Name:_____

Respondent/Bidder FIN or EIN: _____

Respondent/Bidder Street 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, Iran Terrorism Sectors List, Boycott Israel 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:

By: _____

(Authorized Signature)

_____

(Printed Name of Signer)

_____

(Title of Signer)

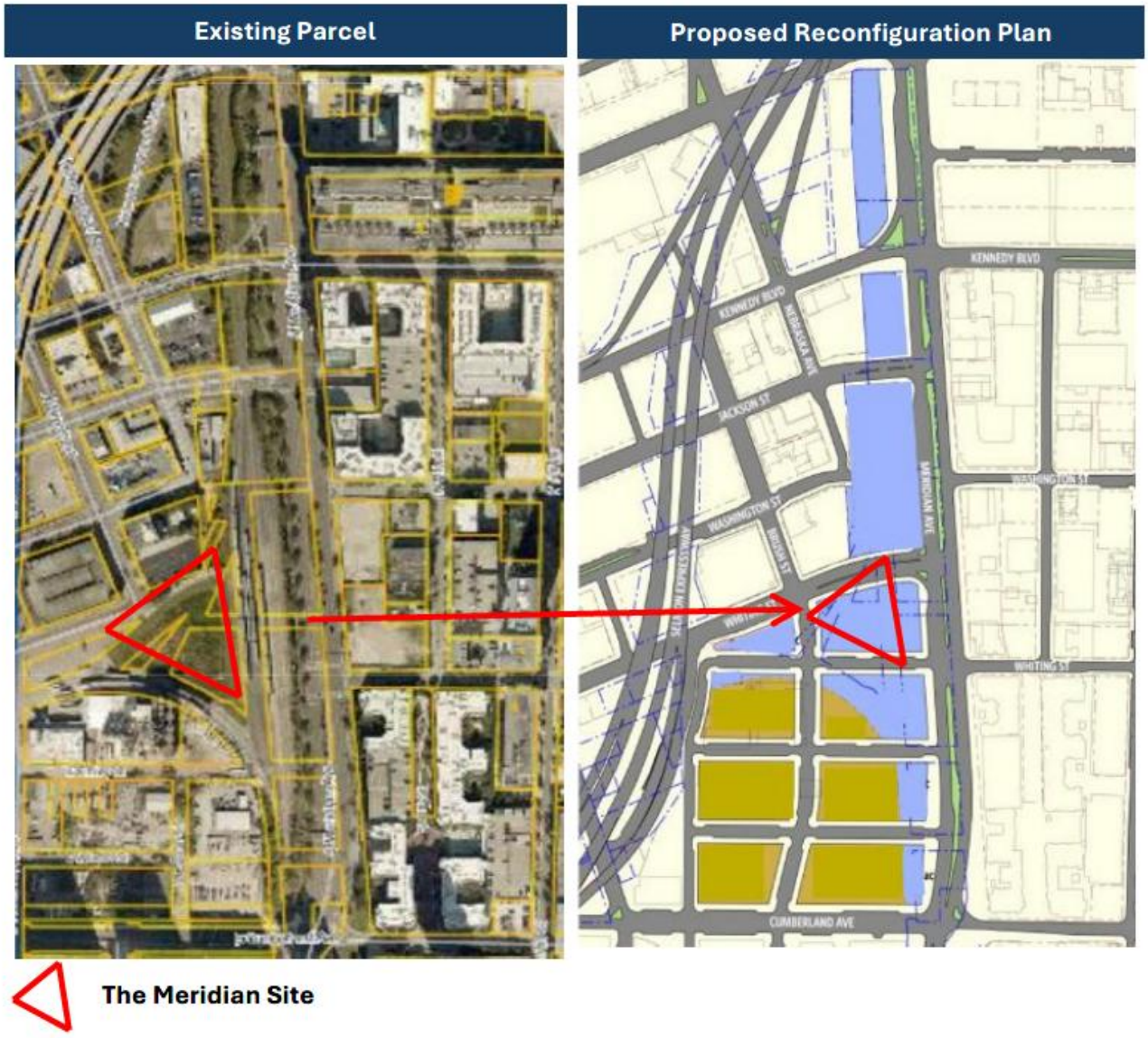
_____

(Date Signed)

[END OF CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST]

EXHIBITS

EXHIBIT A – MERIDIAN SITE



On the Proposed Reconfiguration Plan Map shown above, areas shaded in gold represent parcels currently owned by an adjacent developer.

All parcels shaded blue are owned by THEA. Certain adjacent THEA-owned parcels along Meridian Avenue may be included in a proposal, but only in conjunction with the Meridian Site and should be connected with the mobility-focused transportation elements described in Section 1.C of the RFP.

Enhanced Meridian Site image:



EXHIBIT B – THEA OFFICE SPACE REQUIREMENTS

Parameter	Figure
Square Footage	Approximately 20,000 square feet in size, similar to THEA's current office site space.
Other	To include a boardroom/hosting site, control room for the Traffic Management Center, parking spots commensurate to an approximately 20,000 square foot site and standard Utilities/Mechanical Electrical and Plumbing (MEP) buildout.

EXHIBIT C – Additional Procedural and Proposal Requirements

Procurement Process

1. No interpretation of the RFP or correction of any apparent ambiguity, inconsistency or error therein, will be made to any individual Respondent. Every request for an interpretation or correction must be submitted via email to: procurement@tampa-xway.com. All questions must be received no later than the date and time stated for the deadline for Respondents' submission of questions to THEA as referenced in the Schedule of Events. Responses will be posted to THEA's website and at THEA's administrative office.

   THEA will **not** provide any oral responses to questions. All official responses or supplemental instructions will be issued by THEA in the form of a Letter of Clarification or a written Addendum. If issued, these documents will be posted on the DemandStar System and on the THEA website no later than the deadline stated in the Schedule of Events. All Letters of Clarification and Addenda issued shall become part of the contract documents for any contract awarded under this procurement.

   Failure by a Respondent to receive any such Letter of Clarification or Addendum shall not relieve the Respondent of any obligation under this solicitation.

   Respondents are required to acknowledge receipt of any addendum issued for this solicitation. A copy of the required Addenda Acknowledgment Form is attached to this RFP. If the Respondent fails to acknowledge receipt of any such Addendum in the Form, its Proposal will nevertheless be construed as though the Addendum had been received and acknowledged, and the submission of its Proposal will constitute acknowledgement of the receipt of the same.

2. Cone of Silence. Under Revised Policy 501.03 respondents, their agents, or associates shall refrain from contacting or soliciting any THEA staff, consultants representing THEA regarding this procurement, or members of the Board of Directors directly or indirectly regarding this RFP and this solicitation once the Request for Qualifications is published and until the Board of Directors has made a final decision to award the contract. Failure to comply with this provision may result in the disqualification of the Respondent.

3. Each Respondent shall examine all documents and shall determine all matters relating to the interpretation of such documents.

4. All proposals submitted are public records. Section 119.071(1)(b)2, F.S. provides that sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from section 119.07(1), F.S. until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier. If all the bids, proposals, or replies are rejected and a notice of intent to re-issue the competitive solicitation, the rejected bids, proposals, or replies remain exempt until the agency provides notice of an intended decision or it is more than twelve (12) months after the initial notice rejecting all bids, proposals, or replies. If a Respondent maintains that any additional public records exemptions apply to its proposal, such information must be clearly marked and identified, and a Florida Statute citation supporting the exemption must be provided with the proposal.

Evaluation Process

1. THEA Evaluation Committee meeting must be at a properly noticed public meeting with minutes being kept pursuant to THEA Policy 502.05.
2. If THEA receives only one responsive and responsible Proposal, the Evaluation Committee and the Board are expressly authorized to proceed with that Respondent, notwithstanding the receipt of a single response. Alternatively, THEA may, in its sole discretion, cancel this RFP or procurement, re-issue the procurement or otherwise determine the appropriate course of action as THEA deems to be in its best interest.
3. This RFP does not seek or evaluate public-private partnership ("P3") proposals. Any unsolicited P3 proposal submitted to THEA pursuant to section 348.635 or section 255.065, Florida Statutes, shall be considered, if at all, in a separate process independent of this RFP. Nothing in this RFP limits THEA's statutory authority to receive or evaluate unsolicited P3 proposals consistent with applicable law.

Restrictions on Participation

1. The following firms listed below are retained by THEA to represent the agency in this solicitation and further as its legal counsel and advisors in effectuating the project to be awarded, and are therefore determined to have a potential organization conflict of interest of this RFP. This list is not exclusive, and additional firms may be added.
    a. Ernst & Young Infrastructure Advisors, LLC and affiliates, including Ernst and Young LLP
    b. GrayRobinson
    c. Nelson Mullins
2. Nothing contained herein shall be construed as a limitation or conflict as to these firms' continued representation of THEA, including any representation of THEA in the contracts awarded by this solicitation or the transactions to be closed.