Request For Proposals

Parks Design Services

THEA PROJECT No. P-0826

RESPONSIBLE DEPARTMENT

Manuel Flores
Design Project Manager

PROCUREMENT DEPARTMENT

Toni-Catherine Atkinson
Procurement Manager
1104 East Twiggs Street, Suite 300
Tampa, Florida 33602
Telephone Number: (813) 272-6740
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Notice: This document is constructed in four (4) sections. Section A contains the general information and general conditions the respondents need to prepare an Expanded Letter of Response Package. Section B contains service-specific information and specific response requirements. Section C contains forms required to be submitted as part of the ELOR Package. Section D contains attachments incorporated into ~~the ELOR Package~~this solicitation for general information and reference.

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY
EXPANDED LETTER OF RESPONSE ~ No. P-0826
Parks Design Services

The Tampa-Hillsborough County Expressway Authority (THEA) in Tampa, Florida is soliciting a Request for Proposals ("RFP") including Expanded Letters of Response (ELOR) from Firms/Respondents that are Florida Department of Transportation (FDOT) pre-qualified to provide parks design services**.** This contract will cover the design of proposed park facilities that include, but is not limited to, 12th Street Park, Meridian Trail and Storm Water, Bay to Bay Park and Selmon Greenway from Deputy Kotfila Memorial Dog Park~~12th Street~~ to 19th Street. Selection will be made from the ELOR Package and oral presentation.

The following firms participated in the development of the scope or procurement documentation for this project and are prohibited from proposing or participating with a proposer on this project.

- HNTB Corporation

Selection will be made from the ELOR Packages and oral presentations. THEA will evaluate the ELOR Packages and will shortlist a minimum of three (3) respondents to proceed to oral presentations. In its sole and absolute discretion, THEA intends to award a contract to the respondent who is determined to be the most responsive and responsible in accordance with the evaluation process described herein.

Responses will be evaluated and ranked on the following criteria: Relevant Firm and Team Experience; Qualifications and Availability of Key Personnel; Understanding of THEA's Program, Sites, and Critical Issues; Technical Approach to Design and Project Delivery; Management of a Multitask, Multidisciplinary Contract; and SBE Participation and Team Integration.

Interested respondents will obtain a copy of the ELOR instructions and submittal documents and submit a completed ELOR Package to THEA as referenced in Paragraph 1.4, Schedule of Events.

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

The Instructions and Submittal Documents are available on THEA's website and the DemandStar System (www.demandstar.com).

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

SECTION A

GENERAL INFORMATION AND GENERAL CONDITIONS

1. GENERAL INFORMATION:

1.1 INSTRUCTIONS TO RESPONDENTS:

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

1.2 ATTACHMENTS:

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

1.3 PROCUREMENT PROCESS:

The procurement process that will be utilized for this selection will be Expanded Letters of Response (ELOR) Packages and oral presentations. It is THEA's intention to solicit responses from potentially qualified respondents and to enter into a contract for services upon successful negotiation of a satisfactory contract with one (1) respondent whose ELOR and oral presentation are 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 provide 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 respondent 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 an "Expanded Letters of Response Package" conforming to and containing all documents, forms, and information as required by the ELOR Instructions and Submittal Documents and as specifically identified in *Section B~~., Service Information and Expanded Letters of Response (ELOR) Requirements at Section 2.1, Expanded Letters of Response (ELOR) Package.~~*

THEA will evaluate 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 as informalities any irregularities in any response and to reject any and/or all responses, in its sole and absolute discretion. A minimum of three (3) top ranked respondents will proceed to oral presentations.

1.4 SCHEDULE OF EVENTS:

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

SCHEDULE OF EVENTS

DATE	DESCRIPTION	LOCATION
October 2, 2026, by 5:00 PM	Solicitation Published	THEA Website, DemandStar
October 19, 2026, by 9:00 AM	Deadline for respondent's submission of questions to THEA	Email to Procurement@tampa-xway.com
October 30, 2026, by 5:00 PM	Deadline for THEA to respond to respondent's questions	THEA Website, DemandStar
November 13, 2026, by 9:00 AM	Deadline for Submitting Expanded Letters of Response (ELOR)	Email to Procurement@tampa-xway.com
December 4, 2026, by 12:00 PM	Evaluation Committee submits scoring of ELORs to THEA Procurement Office	Email to Procurement@tampa-xway.com
December 9, 2026, @ 1:00 PM	Evaluation Committee Meets to Confirm Scoring and Recommend Proposers for Shortlisting	Authority's Office 1104 E. Twiggs Street Tampa, FL 33602
December 9, 2026, @ 5:00 PM	Posting of Notice of Intended Shortlist	Authority Website, DemandStar
December 14, 2026, @ 1:30 PM	Board Approval of Shortlist	Authority's Office: Authority Board Room 1104 E. Twiggs Street Tampa, FL 33602
~~**January 17, 2026**~~**January 19, 2027** ~~**@ 9:00 – 11:00 AM**~~	Oral presentations with shortlisted respondents	Authority's Office: 1104 E. Twiggs Street Tampa, FL 33602
January 29, 2027, by 5:00 PM	Evaluation Committee submits scores to Procurement Office	Email to Procurement@tampa-xway.com
February 3, 2027, @ 10:00 AM	Evaluation Committee Meets to Confirm Scoring & Selection	Authority's Office: 1104 E. Twiggs Street Tampa, FL 33602
February 4, 2027, by 5:00 PM	Posting of Notice of Intended Selection	THEA Website, DemandStar
February 22, 2027, @ 1:30 PM	Board Approval of Intended Selection	Authority's Office: Authority Board Room 1104 E. Twiggs Street Tampa, FL 33602
February 22, 2027, by 5:00 PM	Posting of Final Rankings	THEA Website, DemandStar

1.5 CHANGES TO SCHEDULE OR MEETING PLACE/TIME:

Any changes to paragraph 1.4 Schedule of Events or meeting place/time will be posted as an addendum and published through the DemandStar System (www.demandstar.com), OpenGov System (opengov.com), and is also available through a link on the THEA website (www.tampa-xway.com) under the Procurement Notice section.

1.6 SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate in a THEA meeting regarding this solicitation, pursuant to the Americans with Disabilities Act, should contact the THEA Procurement Manager in person at 1104 East Twiggs Street, Suite 300, Tampa, Florida ~~33605~~ 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.

1.7 ELECTRONIC DISTRIBUTION SYSTEM:

THEA advertisements of solicitations are issued electronically via the THEA Website (https://www.tampa-xway.com/procurement/#), DemandStar's eProcurement distribution system. (DemandStar Contact Information: Telephone: 800-711-1712 /www.demandstar.com).

Obtaining solicitations 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;

RESPONDENTS WHO OBTAIN SOLICITATION DOCUMENTS REGARDING THIS SOLICITATION FROM SOURCES OTHER THAN DEMANDSTAR OR THE 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 OR SHAREPOINT. PLEASE CONTACT THE PROCUREMENT OFFICE AT PROCUREMENT@TAMPA-XWAY.COM TO REQUEST YOUR LINK.

1.8 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 1.4, Schedule of Events.

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

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 the THEA website no later than the date

and time stated for the **Deadline for THEA to respond to respondent's questions** referenced in Paragraph 1.4, Schedule of Events.

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

Respondents are required to acknowledge receipt of any such addendum issued for this solicitation. A copy of the required **ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM** is contained in Section C as **Exhibit 6**.

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

1.9 COMMUNICATIONS/CONE OF SILENCE:

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

Any communications regarding this advertisement must be in writing to THEA, Attention Procurement 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.

1.10 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 1.4, Schedule of Events.

Negligence on the part of the respondent in preparing its ELOR Package confers no right of withdrawal or modification after the ELOR 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 unresponsive that is not prepared and submitted in accordance with the instructions as contained within this solicitation and may waive as informalities any irregularities, or reject any and all responses, at its sole and absolute discretion.

THEA reserves the right to reject, at its sole and absolute discretion, an ELOR Package if the evidence submitted by the respondent or an investigation of the qualifications and/or experience of the respondent fails to satisfy THEA's Evaluation Committee that such respondent is sufficiently qualified or experienced to carry out the obligations as required in the solicitation. THEA also reserves the right to reject all ELOR Packages to the solicitation, in its sole and absolute discretion.

THEA reserves the right to reject any or all ELOR Packages as not responsible or non-responsive; to re-advertise for the services; to postpone or cancel this process; to waive irregularities in the procurement process or in the ELOR 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 the ELOR 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:

There will be no pre-proposal meeting.

1.15 COST OF PREPARATION:

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

1.16 DELIVERY OF ELOR PACKAGE:

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

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

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

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

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

1.17 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 1.4, 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 EVALUATIONS:

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

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

The Evaluation Committee will meet to confirm their scores of the ELOR Packages and shortlist a minimum of three (3) and no more than five (5) respondents on the date, time and location stated for the **Evaluation Committee meets to confirm ELOR Package scores** referenced in Paragraph 1.4, Schedule of Events. In the event THEA receives fewer than three ELOR Packages, 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:

	ELOR EVALUATION CRITERIA	Maximum Points
1.	**Relevant Firm and Team Experience** Evaluates the demonstrated experience of the prime consultant, subconsultants, and proposed personnel in designing urban parks, shared-use trails, greenways, public spaces, stormwater landscapes, recreational facilities, streetscapes, and improvements beneath or adjacent to transportation infrastructure. The evaluation will address experience advancing projects from concept through final design, permitting, bidding, and construction support.	25
2.	**Qualifications and Availability of Key Personnel** Evaluates the qualifications, relevant experience, licensing, role, commitment, and availability of the proposed Project Manager and key discipline leads. The evaluation will address architecture, landscape architecture, transportation, drainage, structures, utilities, environmental resources, arboriculture, ~~community engagement,~~ and permitting. The Consultant's ability to mobilize personnel for separate assignments issued through ~~purchase~~ task orders will be evaluated.	20
3.	**Understanding of THEA's Program, Sites, and Critical Issues** Evaluates the consultant's understanding of the four identified project settings and their distinct functions, users, constraints, and opportunities. The response should demonstrate understanding of connectivity, pedestrian and bicycle safety, stormwater performance, recreational programming, placemaking, community compatibility, utilities, constructability, maintainability, permitting, and operation beneath or adjacent to an active expressway.	20
4.	**Technical Approach to Design and Project Delivery** Evaluates the proposed process for existing-conditions assessment, ~~community/stakeholder engagement,~~ concept development, design development, construction documents, technical specifications, opinions of probable cost, permitting, bidding assistance, and post-design services. The approach should include how the disciplines will be integrated and how previous conceptual designs and the Selmon Greenway Master Plan will be validated and advanced.	20
5.	**Management of a Multitask, Multidisciplinary Contract** Evaluates the consultant's ability to manage multiple, potentially concurrent ~~purchase~~ task orders with different schedules, budgets, disciplines, and community needs. The evaluation will address task-order mobilization, workload allocation, schedule and budget controls, responsiveness, quality management, subconsultant coordination, risk management, cost control, and communication with THEA.	10
6.	**SBE Participation and Team Integration** Evaluates meaningful integration of SBEs into study tasks and deliverables. THEA's SBE goal is 15%.	5
	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 1.20.

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 1.4, Schedule of Events.

The ranking of respondents based on the Evaluation Committee's evaluation will be presented to THEA's Board of Directors for consideration and approval, with a recommendation, that the top ranked respondents (minimum of 3 and no more than 5) be shortlisted to advance to oral presentations as described in Paragraph ~~1.18~~1.19.

1.19 ORAL PRESENTATION:

Presentations will be used to select the successful respondent from an initial shortlist. During the oral presentation, 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 oral presentation 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 presentations will be established by random drawing by the procurement office. A representative of the procurement office shall facilitate the presentations, be the timekeeper during the meeting, and ensure the respondents adhere to the time constraints set forth in this section.

Each shortlisted respondent will be allotted 5 minutes for opening statements, followed by a 30-minute oral presentation and a 15-minute question-and-answer session or clarifying questions by the Evaluation Committee will be held until the end of the presentation if time permits. A total of 50 minutes in total for the oral presentations.

No handouts or printed visual aids other than business cards are permitted before, during, or after the presentation. Laptops will be permitted to be used via a ~~USB/USBC~~HDMI cord to display on provided screen.

1.20 EVALUATION CRITERIA:

The Evaluation Committee will meet to confirm their scores 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 1.4, Schedule of Events. Respondents are not required to attend; however, the meeting is open to the public.

The oral presentations 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:

Criteria for shortlisted respondents presentations are as follows:

	PRESENTATION EVALUATION CRITERIA	Maximum Points
1.	**Relevant Firm and Team Experience** Evaluates the relevance and depth of experience demonstrated by the proposed team during the presentation. Proposers should connect prior experience directly to THEA's anticipated park, trail, greenway, stormwater, streetscape, and under-expressway facilities. The evaluation will address lessons learned, challenges encountered, and application of that experience to THEA projects.	25
2.	**Understanding of THEA's Program and Project-Specific Issues** Evaluates whether the presenters distinguish among the needs of the four initial project areas and recognize the program's major design, engineering, safety, community, permitting, utility, constructability, maintenance, and implementation issues. The consultant should demonstrate insight beyond restating the scope.	20
3.	**Technical Approach and Assignment Delivery Strategy** Evaluates how the consultant would advance an assignment from authorization through existing-conditions assessment, ~~community engagement,~~ design development, permitting, bidding, and construction support. The evaluation will address interdisciplinary integration, design decision-making, alternatives development, cost control, constructability, sustainability, resilience, maintenance, and incorporation of community input.	20
4.	**Key Personnel, Team Integration, and Availability** Evaluates the demonstrated competence, collaboration, communication, role clarity, and availability of the actual proposed personnel.	15
5.	**Project Management, Quality, Responsiveness, and Risk Control** Evaluates the consultant's ability to manage a multifaceted contract involving separate assignments, varying schedules, multidisciplinary reviews, cost estimates, permitting dependencies, stakeholder coordination, and construction-phase support. The evaluation will address QA/QC, schedule and budget control, risk management, turnaround time, document control, and issue escalation.	10
6.	**Responses to Evaluation Committee Questions** Evaluates the accuracy, completeness, directness, clarity, and professionalism of the consultant's answers. The evaluation will address technical judgment, candor regarding assumptions and limitations, consistency among team members, ability to address follow-up questions, and ability to translate complex design issues into clear recommendations for THEA.	10
	TOTAL:	**100**

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

1.21 FINAL SELECTION:

The ranking of respondents based on the Evaluation Committee's evaluation will be presented to the THEA's Board of Directors for consideration and approval with a recommendation that the highest-ranked respondent be selected on the date, time and at the location stated for the **Board Approval of Intended Selection** referenced in Section A, Paragraph 1.4, Schedule of Events. Respondents are not required to attend; however, the meeting is open to the public.

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

After approval of the final ranking of the respondents and award of the contract 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 Rankings** referenced in Section A, Paragraph 1.4, Schedule of Events.

1.22 AWARD OF CONTRACT:

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

Upon approval of the final ranking by the THEA Board of Directors, THEA will begin negotiations with the top ranked respondent. Negotiations will include scope clarification, discussion of miscellaneous fees and other charges, insurance requirements and any other negotiable terms and conditions of the contract. Should THEA and the selected respondent not be able to negotiate a satisfactory contract THEA may negotiate and enter into a contract with the second highest ranked respondent.

1.23 Solicitation Results:

Preliminary results will be available on the date, time and at the location specified for the

Posting of Notice of Intended Final Ranking referenced in Paragraph 1.4, Schedule of Events.

Final decision will be posted publicly on the date and time referenced in Paragraph 1.4, Schedule of Events.

2. GENERAL CONDITIONS:

2.1 QUALIFICATIONS OF RESPONDENT:

Each respondent shall *be a FDOT Pre-Qualified Consultant for the following Work Types:*

3.1 Minor Highway Design
4.1.1 Miscellaneous Structures
4.1.2 Minor Bridge Design
6.1 Traffic Engineering Studies
6.2 Traffic Signal Timing
6.3.1 Intelligent Transportation Systems Analysis and Design
7.1 Signing, Pavement Marking & Channelization
7.2 Lighting
7.3 Signalization

8.1 Control Surveying
8.2 Design, Right of Way, & Const. Surveying
8.3 Photogrammetric Mapping
9.1 Soil Exploration
9.4.1 Standard Foundation Studies
14.0 Architect
15.0 Landscape Architecture

The pre-qualification requirements can be met with a combination of qualifications between the prime consultant and sub-consultants of the respondent's team within the identified work categories.

2.2 PERSONNEL:

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

By submitting an ELOR Package, the respondents agree and acknowledge that they will provide the full complement of staff required to perform the services, 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 services, unless otherwise agreed to in writing by THEA.

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

2.3 AVAILABILITY OF PERSONNEL:

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

2.4 CONTRACT:

The selected respondent shall enter into a contract 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 contract duration will be for three (3) years plus two (2) one (1) year renewal options.

2.6 CONTRACT ASSIGNMENT:

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

2.7 NON-EXCLUSIVITY OF CONTRACT:

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

2.8 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 contracts 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 advertisement will become the property of THEA and will not be returned.

2.11 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 2 - PUBLIC ENTITY CRIMES** is contained in Section C.

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

2.12 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 **ATTACHMENT 2**, **INSURANCE REQUIREMENTS, COVERAGES AND LIMITS**.

2.13 BID SECURITY:

A Bid Security is not required for this solicitation.

2.14 PAYMENT AND PERFORMANCE BOND:

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

2.15 COMPUTER ANIMATION:

The selected firm will develop this project utilizing Computer Aided Drafting and Design (CADD) systems and provide a 3D model to the THEA general engineering consultant ("GEC"). It is the responsibility of the selected firm to meet the requirements in the *FDOT CADD Manual* and coordinate with the

THEA GEC to determine the 3D model requirements. The selected firm will submit final documents and files as described therein. The selected firm will find additional related information in the *FDOT Design Manual.*

The selected firm will scan all computer disks and drives for viruses prior to submitting files to the THEA. Failure to scan for viruses may result in a lower selected firm work performance evaluation.

2.16 CONFLICTS OF INTEREST:

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

2.17 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 4 - CERTIFICATION REGARDING SECURITIZED COMPANIES LIST** is contained in Section C.

2.18 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 respondent 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 the 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 one (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.

2.19 NOTICE OF PROTEST:

2.19.1 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 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.

2.19.2 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 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~~2.19.1 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.

2.20 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 5**.

2.21 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.

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

SECTION B

EXPANDED LETTERS OF RESPONSE (ELOR) PACKAGE:

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

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

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

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

Signature - All 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 the table of contents, organizational chart, resumes or Required Forms defined in Section C~~, 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 services);
   - Project Manager's address;
   - Project Manager's telephone number;

- Project Manager's email address;
- Relevant Firm and Team Experience
- Qualifications and Availability of Key Personnel
- Understanding of THEA's Program, Sites, and Critical Issues
- Technical Approach to Design and Project Delivery
- Management of a Multitask, Multidisciplinary Contract
- SBE Participation and Team Integration

3. Organizational Chart

Attach an organizational chart that includes the following:

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

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

A maximum of 1 page will be allowed for the "Organizational Chart" element. The Organizational Chart may be submitted on an 11" x 17" sized page. ~~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 each of the lead staff of respondent's team.

5. FDOT Prequalification Letter

Include the FDOT Prequalification Letter for all consultant firms included on the respondent's team's organizational chart.

[END OF SECTION B – RESPONSE REQUIREMENTS]

SECTION C

REQUIRED EXHIBITS

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

EXHIBIT 1: Declaration of Respondent
EXHIBIT 2: Public Entity Crimes Form
EXHIBIT 3: Conflicts of Interest Statement
EXHIBIT 4: Certification Regarding Scrutinized Companies Lists
EXHIBIT 5: Respondent's Response Package Review Checklist
EXHIBIT 6: Acknowledgment of Receipt of Addendum
EXHIBIT 7: Drug Free Workplace Form
EXHIBIT 8: Anticipated SBE Participation Statement Form

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

EXHIBIT 1

DECLARATION OF RESPONDENT

1. Name of Respondent: _____
(RESPONDENT, CORPORATION, BUSINESS OR INDIVIDUAL)

2. Name of Contact Person: _____

3. Our local (to Tampa, Florida) business and mailing address is: _____

_____

4. Professional License Number is:_____

5. The Project Manager assigned to this contract has a current Professional License Number of _____ issued by the State of _____.

6. Federal I.D. Number: _____

7. Our primary business address is: _____

8. Our present business phone number is: _____

9. Our present fax number is: _____

10. Our present e-mail address is: _____

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

The below named respondent affirms and declares:

(1) That the respondent has contractual capacity and that no other person, respondent, or corporation has any interest in this response.

(2) That this response is made without any understanding, agreement, or connection with any other person, respondent or corporation making a response for the same purpose, and is in all respects fair and without collusion or fraud.

(3) That the respondent is not in arrears to the Tampa-Hillsborough County Expressway Authority (THEA) upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to THEA.

(4) That the respondent is not in litigation or been disbarred from doing business with THEA.

(5) That no officer or employee or person whose salary is payable in whole or in part from THEA is, shall be, or become interested, directly or indirectly, as surety or otherwise in this response; in the performance of the contract; for the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.

(6) That by submitting a proposal, the respondent agrees and acknowledges that it will provide the full complement of staff required to perform the scope of

services, including the specific individuals named in the its proposal and the specific key personnel named in its proposal shall remain assigned for the duration of the 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 ~~and performance/payment bond~~ requirements and the indemnification provisions.

(8) The person signing hereby warrants that they are duly authorized to sign and bind on behalf of the respondent.

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

ATTEST:	**RESPONDENT:**
_____ (Witness Signature)	_____ Respondent Name
_____ (Printed Name of Witness)	By: _____ (AUTHORIZED SIGNATURE)
_____ (Witness Signature)	_____ (Printed Name of Signer)
_____ (Printed Name of Witness)	_____ (Title of Signer)
	_____ (Date Signed)

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

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____20_____, by

_____. (Name
of Individual Signing)

_____
Signature of Notary Public

My Commission Expires: _____

[Apply Notary Seal Here]

[END OF EXHIBIT 1 - DECLARATION OF RESPONDENT]

EXHIBIT 2

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

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

1. This sworn statement is submitted to Tampa-Hillsborough County Expressway Authority

by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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

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

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

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

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

_____
[signature]

Sworn to and subscribed before me this _____day of _____, 20_____.
Personally known _____ OR Produced identification ____
Notary Public – State of _____
My commission expires _____
(Type of Identification)
(Printed, typed or stamped Commissioned Name of Notary Public)

(END OF EXHIBIT 2- PUBLIC ENTITIES CRIME STATEMENT)

EXHIBIT 3

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 3 – CONFLICTS OF INTEREST STATEMENT

EXHIBIT 4

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 Statue, 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 4 – CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST]

EXHIBIT 5

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. FDOT Prequalification Letter
	6. Completed Forms Exhibit 1 - Declaration of Respondent Exhibit 2 - Public Entity Crimes Statement Exhibit 3 - Conflicts of Interest Statement Exhibit 4 - Certification Regarding Scrutinized Companies List Exhibit 5 - Respondents Response Package Review Checklist Exhibit 6 - Acknowledgement of Receipt of Addendum Exhibit 7 - Drug Free Workplace Form Exhibit 8 - Anticipated SBE Participation Statement Form

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

EXHIBIT 6

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 6 - ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM]

EXHIBIT 7

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 7 - DRUG FREE WORKPLACE FORM]

EXHIBIT 8

ANTICIPATED SBE PARTICIPATION STATEMENT

FOR TAMPA-HILLSBOROUGH COUNT EXPRESSWAY AUTHORITY

Project Number: _____

Respondent: _____

Is the prime contractor an SBE as described in THEA's Policy adopted February 25, 2002?
(Yes___) (No___)

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

SBE(s) Name	Type of Work/Specialty Minority Status	~~Dollar Amount/~~Percentage

Submitted by:_____

Title: _____

Email: _____

Date: _____

[END OF EXHIBIT 8 – ANTICIPATED SBE PARTICIPATION]

SECTION D

ATTACHMENTS:

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

ATTACHMENT 1

SCOPE OF SERVICES

FOR

PARKS DESIGN SERVICES

1. PURPOSE:

Tampa-Hillsborough County Expressway Authority (THEA) is soliciting qualified firms to provide parks design services. The Scope of Services defines the services that are required.

2. SCOPE:

THEA intends to engage the selected firm to perform park and trail design services at the following locations:

- 12th Street Park
  12th Street Park is a new park located along the Selmon Greenway north of the Deputy Kotfila Dog Park and west of North 12th Street. Strategically located between Downtown Tampa, Water Street, Ybor City, the Channel District, GasWorx, and future waterfront development areas, the park will serve as a critical pedestrian and bicycle connection while providing recreational and open-space amenities. The park will include enhanced stormwater facilities, ecological space, recreational areas, greenspace and plaza areas. Conceptual design has been completed for 12th Street Park and will be made available as a reference document.

- Meridian Avenue Trail and Stormwater Project
  The Meridian Avenue Trail and Stormwater Project transforms the Meridian Avenue Corridor into distinct components: the Meridian Interpretive Trail, the Meridian Streetscape and an innovative Stormwater facility that uses the natural elements functionally as part of the aesthetic and feel along the corridor. Consistent with the Selmon Greenway Master Plan, the project takes separate components and forms a unified open space strategy that places functional stormwater operations and pedestrian safety at the forefront.

- Selmon Greenway from Deputy Kotfila Memorial Dog Park to 19th ~~Ave~~Street
  This east greenway anchor is an important connection between Historic Ybor City and planned developments around the Greenway. This zone includes public spaces, safe pedestrian crossings and street front improvements on

Adamo Dr that create a boulevard style experience connecting Ybor City and future developments across Adamo. The eastern trailhead is a jump-off location for western Greenway destinations, as well as a potential new link to future Greenway trail opportunities linking to the Bypass Canal Trail. Conceptual design has been completed for this segment of the Selmon Greenway and will be made available as a reference document.

- Bay to Bay Community Park
  The Bay-to-Bay Community Park is a proposed park in South Tampa, underneath the Selmon Expressway at the intersection of Bay-to-Bay Blvd and MacDill Ave. The proposed area has been identified by THEA and the surrounding neighborhoods for aesthetic enhancements, recreational areas, a potential dog park, and flexible use plaza space. The purpose of the Bay-to-Bay Community Park is to provide additional recreational opportunities and community connectivity leveraging the area under the Selmon Expressway.

The successful firm and their team shall have proven experience in park and trail design and include professionals that cover the broad range of disciplines and expertise needed for performing the services. THEA has a goal of 15% SBE participation.

Work under the contract will be assigned as separate task orders. THEA gives no assurance that any work will be assigned. THEA may also choose to advertise and contract separately for consultant services for any future work assignments. Assignments may be adjusted based upon THEA's review of other important considerations (i.e., firm's availability of work force, responsiveness, turnaround time, firm's special expertise, parity of work assignments, Small Business Enterprise (SBE) participation, etc.).

Assignments will be subject to funding by THEA. THEA also reserves the right to terminate the contract at its convenience with proper notice.

The successful firm(s) shall engage professionals and technicians who are licensed, certified and qualified to perform the work. Key personnel anticipated on the project, include:

- Project Manager
- Architect
- Landscape Architect
- Transportation Engineer
- Drainage Engineer
- Structural Engineer
- Mechanical Engineer
- Electrical Engineer
- Utility Coordinator
- Utility Engineer/Designer
- Environmental Scientist
- Arborist

- ~~Community Engagement Lead~~
- Archaeologist/Historian

Park and trail design services to be provided by the selected respondent may include, but are not limited to or required to include the following:

Project Management and Coordination

- Conduct project kickoff meeting with THEA
- Facilitate regular progress meetings with THEA
- Develop and maintain the project schedule and communication protocols.
- Coordinate with subconsultants and partner agencies throughout design.
- Prepare monthly progress reports and attend project coordination meetings.
- Quality Control/Assurance

Existing Conditions Inventory and Assessment

- Review available GIS data, surveys, environmental reports, utility information, and master plans.
- Archaeological and historical resource evaluation.
- Conduct field investigations to document existing site conditions, vegetation, drainage, access points, structures, and adjacent land uses.
- Obtain updated survey and geotechnical information.
- Subsurface utility engineering (SUE).
- Identify opportunities and constraints affecting trail alignment and park improvements.

Community Engagement Support

- Community engagement will be lead by a communications firm under contract with THEA. The parks design consultant will provide services to support community engagement.
- ~~Facilitate~~ Support workshops, meetings, and stakeholder outreach events.
- Develop presentation materials, exhibits, and ~~meeting summaries~~other materials for use in community engagement.
- ~~Gather and i~~Incorporate community input into the design process.
- Support ~~D~~documentation of public preferences, priorities, and concerns.

Develop Design Documents

- Concept Design
- Schematic Design (30%)
- Design Development (60%)
- Construction Documents (90% and Final)
- Technical Specifications
- Opinions of Probable Cost

Permitting Support

- Coordinate with regulatory agencies and THEA.
- Prepare permit application(s), environmental clearances, and supporting documentation.
- Address agency review comments.
- Support permitting efforts as required.

Bidding Assistance

- Respond to contractor requests for information (RFIs).
- Attend pre-bid meeting(s).

Post-Design Services

- Review shop drawings and material submittals.
- Respond to construction RFIs.
- Conduct periodic site observations.
- Participate in construction progress meetings.
- Coordinate with the CEI to provide support during construction.

Anticipated Deliverables

- Project Schedule
- Quality Assurance Plan
- Existing Conditions Report
- Conceptual Design Plans
- ~~Community Engagement Plan~~
- 30%, 60%, 90%, and Final Design Plans for related disciplines (Architecture, Engineering, and Landscape Architecture).
- Opinions of Probable Cost
- Technical Specifications
- Permit Packages
- Bid Documents
- Post-Design Documentation

Design Elements

The following elements may be included in the designs at THEA's sole discretion:

- At-Grade Trails
  - Primary trails are anticipated to be 10' – 24' wide with a paved surface.
  - Secondary trails are narrower trails that connect to site features and can be paved or surfaced with permeable materials, such as crushed stone.
- Above-Grade Trails
  - Bridges
  - Boardwalks
- Trail Street Crossings
  - Trail crossings that span the roadway.
  - Safety components (signals, paint, signage) on existing or new crossings to improve pedestrian safety.
- Urban Parks and Greenway Activities Nodes
  - Plazas
    - Trailhead/Gateway: a place of orientation & arrival
    - Art space: places for community expression and highlighted art. Design of art is not included in this scope.
    - Concert and presentation space: places for celebration and performance
    - Market and festival space: places for commerce and events

    - Active Recreation
        - Courts: pickleball, tennis, paddleball, basketball
        - Turf fields: soccer, putting green, bocce ball, corn hole
        - Exercise areas: group and individual stations
        - Playscapes: playgrounds, bouldering walls, ropes courses, etc.
- Site Amenities
    - Site Furnishings (seating, trash receptacles, bike racks, water fountains, etc.)
    - Signage and Wayfinding
    - Lighting (street lighting, site lighting, court/field lighting, decorative lighting, etc.)
    - Art/Sculptures Coordination. Design of art/sculptures is not included in this scope.
    - Specialty Hardscapes and Surface Treatments
    - Shade Structures
    - Miscellaneous Structures
    - Amphitheater Structures
    - Restrooms
- Stormwater Facilities
    - Ditches and Swales
    - Retention Ponds
    - Bioretention Facilities
    - Streetscape Stormwater Cells
    - Rain Gardens/Bioswales
    - Fountains

- Landscape and Irrigation
    - Florida Friendly Landscaping
    - Aesthetic Placemaking
    - Visual Buffering
    - Tree Preservation
    - Smart Irrigation
- Utility Relocations

~~**Pre-Qualification**~~

~~Pre-qualification by the Florida Department of Transportation (FDOT) in all of the identified categories of work is required. The prime consultant must be pre-qualified in or provide a sub- consultant who is pre-qualified in the identified work categories. The pre-qualification requirements can be met with a combination of qualifications between the prime consultant and sub-consultants of the firm's team within the identified work categories.~~

~~The work categories for this solicitation are:~~

~~3.1 Minor Highway Design~~

~~4.1.3 Miscellaneous Structures~~
~~4.1.4 Minor Bridge Design~~
~~6.1 Traffic Engineering Studies~~
~~6.2 Traffic Signal Timing~~
~~6.3.1 Intelligent Transportation Systems Analysis and Design~~
~~7.4 Signing, Pavement Marking & Channelization~~
~~7.5 Lighting~~
~~7.6 Signalization~~
~~8.4 Control Surveying~~
~~8.5 Design, Right of Way, & Const. Surveying~~
~~8.6 Photogrammetric Mapping~~
~~9.2 Soil Exploration~~
~~9.4.2 Standard Foundation Studies~~
~~14.0 Architect~~
~~15.0 Landscape Architecture~~

3. LENGTH OF SERVICE:

The services shall begin with a ~~purchase~~ task order and written notification to proceed by THEA.

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

Work under the contract will be assigned on an as-needed basis through individual ~~purchase~~ task orders. The contract duration will be for three (3) years plus two (2) one- year renewal options.

4. ITEMS TO BE FURNISHED BY THEA:

THEA will furnish contract documents for each assignment. These documents may be provided in either paper or electronic format.

5. ITEMS TO BE FURNISHED BY THE CONSULTANT:

Office Automation:

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

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

Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able

to effectively carry out the requirements of the contract. Vehicles shall have the name and phone number of the consulting respondent visibly displayed on both sides of the vehicle, if used in the performance of site visits.

Licensing for Equipment Operations:

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

6. PERSONNEL:

General Requirements:

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

Personnel Qualifications:

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

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

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

Staffing:

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

7. QUALITY ASSURANCE (QA) PROGRAM:

Quality Assurance Plan:

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

Significant changes to the work requirements may require the consultant to revise the QA Plan. It shall be the responsibility of the consultant to keep the plan

current with the work requirements. The QA Plan shall include, but not be limited to, the following areas:

Organization:

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

Quality Assurance Reviews:

Detail the methods used to monitor and achieve organization compliance with contract requirements for services and products. Conduct semi-annual quality assurance reviews to ensure compliance with the requirements of the contract.

Quality Assurance Records:

Outline the types of records which will be generated and maintained during the execution of the quality assurance program. Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under the contract. All records shall be available to THEA, upon request, during the contract term. All records shall be kept and shall be subject to audit review.

Quality Control of Subconsultants and Vendors:

Detail the methods used to control subconsultant and vendor quality.

8. CONTRACT MANAGEMENT:

General:

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

When the consultant identifies a condition that will require an amendment to the contract, the consultant will communicate this need to the THEA project manager for acceptance. Upon acceptance, prepare and submit an amendment request and all accompanying documentation for approval and further processing. The amendment request is to be submitted in sufficient time to allow

THEA to process, approve, and execute the amendment request. The content and format of the amendment request and accompanying documentation shall be in accordance with the instructions and format to be provided by THEA.

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

Invoicing Instructions:

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

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

All invoices shall be submitted to THEA in accordance with THEA's procedures.

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

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

9. CONTRADICTIONS:

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

10. THIRD PARTY BENEFICIARY:

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

11. TAMPA HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY (THEA) AUTHORITY:

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

12. REFERENCE DOCUMENTS

The following documents are included for reference:

- Conceptual Design for 12th Street Park
- Conceptual Design for Selmon Greenway from Deputy Kotfila Memorial Dog Park to 19th Ave
- Meridian Concept Vision
- Selmon Greenway Master Plan

ATTACHMENT 2

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

Contractors and Vendors, hereinafter referred to collectively and individually as "INSURED" conducting business with the Tampa-Hillsborough County Expressway Authority, ("THEA") are required to maintain adequate insurance coverages 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 insured as to the operations of the INSURED under the contract.

3) INSURED'S liability policies, other than the Workers' Compensation and Professional Liability, shall provide the "Severability of Interest" provision (a/k/a "Separation of Insured" provision).

4) The INSURED'S Certificate of Insurance(s) shall provide THEA as an additional certificate holder for all policies issued.

5) The INSURED'S Certificate of Insurance(s) shall state the description of the operations, i.e., "Name of Contract" between THEA and "Name of Insured" and shall state the Contract Number assigned for the contract between THEA and the INSURED.

6) The INSURED shall deliver to THEA, within ten (10) days from the receipt of a Notice of Award of the contract, properly executed Certificate(s) of Insurance on insurance industry standard certificate of insurance form(s) (example: ACORD form) setting forth the insurance coverages and limits required herein. All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.

7) Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the contract and will be maintained in force throughout the duration of the contract. Three years completed operations coverages may be required to be maintained on specific commercial general liability policies and/or professional liability policies effective on the date of substantial completion or the termination of the contract, whichever is earlier.

8) Aggregate Policy Limits on policies required of INSURED shall apply exclusively for the contract.

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 contract.

11) The insurance coverages and limits required of the INSURED under the contract are designed to meet the minimum requirements of THEA. They are not designed as a recommended insurance program for the INSURED. The INSURED alone shall be responsible for the sufficiency of its own insurance program.

12) All policies of insurance required herein will be specifically endorsed to require the insurer provide THEA with thirty (30) day notice prior to any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverages required in the contract, except for the application of the Aggregate Limits Provisions.

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

    Tampa-Hillsborough Expressway Authority,
    (THEA) PROCUREMENT DEPARTMENT
    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 contract. 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 contract.

14) If the INSURED fails to provide or maintain the insurance coverages required in the contract, THEA may terminate or suspend the contract, or, at THEA's sole discretion, may obtain such coverages and invoice the INSURED and include a 15% administrative cost. If not paid within 45 days, the amount will be deducted from INSURED'S invoice. The decision of THEA to purchase such insurance coverages shall in no way be construed as a waiver of its rights under the contract.

15) INSURED shall fully comply with the insurance requirements of the contract 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 contract, 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 contract 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 contract.

19) Upon request, the INSURED shall promptly make available a certified, true and exact copy of the insurance policy and endorsements issued to the policy and any renewal thereof for THEA's review and inspection. In the event of cancellation or non-renewal of this insurance, the INSURED agrees to purchase the maximum "extended claims reporting period" permitted under the policy within the time allowed, unless replacement coverages is obtained with retroactive coverages applicable as of the date the INSURED services started under the contract.

20) All insurance minimum coverages limits extend to any subcontractor and the prime INSURED is responsible for all Subcontractors.

B. INSURANCE COVERAGES and LIMITS:

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

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

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

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

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

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

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

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

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

5) **Professional Liability Insurance, also known as "Errors and Omissions".**

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

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

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