



MISCELLANEOUS DESIGN AND CEI

THEA PROJECT No. O-3125

RESPONSIBLE DEPARTMENT

Judith Villegas, E.I.
ITS Manager

PROCUREMENT DEPARTMENT

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

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

**TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY
EXPANDED LETTER OF RESPONSE ~ No. O-0025
Miscellaneous Design and CEI**

The Tampa-Hillsborough County Expressway Authority (THEA) in Tampa, Florida is soliciting Expanded Letters of Response (ELOR) from firms/respondents that are Florida Department of Transportation (FDOT) pre-qualified to provide design and construction engineering and inspection (CEI) services known as the Miscellaneous Design & CEI on an as-needed basis for THEA. The services requested are to provide operational, safety and maintenance improvements through design and CEI efforts on the Selmon Expressway. Only firms with FDOT pre-qualifications for design and CEI services at the time of the submittal are eligible for selection. Selection will be made from the Expanded Letters of Response Package and oral interviews. Responses will be evaluated and ranked on the following criteria: Understanding the Scope, Qualifications and Experience of Key Personnel, Quality Assurance, Communication and Workload.

Major Work (FDOT Prequalified):

- 3.1 Minor Highway Design
- 3.2 Major Highway Design
- 3.3 Controlled Access Highway Design
- 4.1.1 Miscellaneous Structures
- 4.1.2 Minor Bridge Design
- 5.1 Conventional Bridge Inspection
- 5.4 Bridge Load Rating
- 6.1 Traffic Engineering Studies
- 6.2 Traffic Signal Timing
- 6.3.1 Intelligent Transportation Systems Analysis and Design
- 6.3.2 Intelligent Transportation Systems Implementation
- 6.3.3 Intelligent Transportation Traffic Engineering Systems Communications
- 7.1 Signing, Pavement Marking, and Channelization
- 7.2 Lighting
- 7.3 Signalization
- 8.1 Control Survey
- 8.2 Design, Right of Way, and Construction Surveying
- 8.3 Photogrammetric Mapping
- 9.1 Soil Exploration
- 9.2 Geotechnical Classification Lab Testing
- 9.3 Highway Materials Testing
- 9.4.1 Standard Foundation Studies
- 9.4.2 Non-Redundant Drilled Shaft Bridge Foundation Studies
- 9.5 Geotechnical Specialty Lab Testing
- 10.1 Roadway CEI
- 10.3 Construction Materials Inspection
- 10.4 Minor Bridge and Miscellaneous Structures CEI
- 11.0 Engineering Contract Administration and Management
- 14.0 Architect
- 15.0 Landscape Architect

The following firms participated in the development of the scope or Request for Proposal for this project and are prohibited from proposing or participating with a Proposer to propose on this project without approval from the Authority.

- HNTB Corporation
- Tierra
- Element Engineering

Selection will be made from the Expanded Letters of Response (ELOR) Package and oral interviews. THEA will evaluate the ELOR Packages and will shortlist a minimum of five (5) respondents that will proceed to oral interviews. 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.

Respondents will be evaluated and ranked on the following criteria: Understanding the Scope, Qualifications and Experience of Key Personnel, Quality Control/Quality Assurance, Communication and Workload.

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 through 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 interviews. 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 a minimum of the three (3) respondents whose responses 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 (ELOR) Package" conforming to and containing all documents, forms, and information as required by the Expanded Letters of Response (ELOR) Instructions and Submittal Documents and as specifically identified in Section B, Service Information and Expanded Letters of Response (ELOR) Requirements at Section 2.1, Expanded Letters of Response (ELOR) Package.

THEA will evaluate 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. The highest-ranked respondents will proceed to oral interviews. THEA contemplates engaging a minimum of three (3) respondents and will commence contract negotiations with the top ranked respondents.

1.4 SCHEDULE OF EVENTS:

The selection process will adhere to the following schedule. All times given are Eastern Daylight Standard Time. THEA reserves the right to make changes or alterations to the schedule as THEA determines in its best interest. Unless otherwise notified in writing by

THEA, the dates, times, and locations indicated below for submission of items or for other actions on the part of a respondent shall constitute absolute deadlines for those activities, and failure to fully comply by the time stated shall be cause for the respondent's Expanded Letter of Response (ELOR) Package to be rejected and disqualified from further consideration.

**SCHEDULE OF
EVENTS**

DATE	DESCRIPTION	LOCATION
April 15, 2025, by 5:00 PM	Solicitation Published	THEA Website & Demandstar
April 29, 2025 @ 11:00 AM	Mandatory Pre-Proposal Meeting	THEA Office 1104 E. Twiggs Street, Suite 300 Tampa, FL 33602
May 14, 2025, by 9:00 AM	Deadline for respondent's submission of question to THEA	Email to Procurement@tampaxway.com
May 28, 2025, by 5:00 PM	Deadline for THEA to respond to respondent's questions	THEA Website & Demandstar
June 11, 2025, by 9:00 AM	Deadline for Submitting Expanded Letters of Response (ELOR)	Email to Procurement@tampaxway.com
July 1, 2025, by 12:00 PM	Evaluation Committee submits scoring of ELORs to THEA Procurement Office	Email to Procurement@tampaxway.com
July 7, 2025, @ 1:30 PM	Evaluation Committee confirms ranking and discussion of ELOR Packages of shortlisted respondents	THEA Office 1104 E. Twiggs Street, Suite 300 Tampa, FL 33602
July 14, 2025, by 5:00 PM	Posting of Notice Intended Shortlist	THEA Website & Demandstar
July 28, 2025, @ 1:30 PM	Board Approval of Shortlist Ranking	THEA Offices 1104 E. Twiggs Street Tampa, FL 33602
August 19, 2025 45 mins	Oral Interviews with Shortlisted Respondents- In Person	THEA Office 1104 E. Twiggs Street Tampa, FL 33602
September 2, 2025, by 9:00 AM	Evaluation Committee submits final scores to THEA Procurement Office	Email to Procurement@tampaxway.com
September 8, 2025 @ 11:00 AM	Evaluation committee meets to confirm final scores and final ranking of respondents	THEA Office 1104 E. Twiggs Street, Suite Tampa, FL 33602
September 10, 2025, by 5:00 PM	Posting of Notice of Intended Final Ranking	THEA Website & Demandstar
September 22, 2025 @ 1:30 PM	Board Approval of Final Ranking and Award of Contract	THEA Board Room 1104 E. Twiggs Street Tampa, FL 33602
September 23, 2025, by 5:00 PM	Posting of Final Ranking	THEA Website & Demandstar

October 8, 2025 @ 9:00 AM	Scope Clarification Meeting & Negotiations	THEA Offices 1101 E. Twiggs Street Tampa, FL 33602
---------------------------	--	--

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) 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 advertisement, pursuant to the Americans with Disabilities Act, should contact the THEA Procurement Manager in person at 1104 East Twiggs Street, Suite 300, Tampa, Florida 33605 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 for solicitations are issued electronically via the THEA Website (<https://www.tampa-xway.com/procurement/#>) and Demand Star's eProcurement distribution system. (DemandStar Contact Information: Telephone: 800-711-1712 /www.demandstar.com)

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.

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 **Form 8**.

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 contracts.

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 Package to the solicitation, in its sole and absolute discretion.

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

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

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

1.12 WAIVER OF IRREGULARITIES:

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

1.13 BINDING OFFER:

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

1.14 MANDATORY PRE-PROPOSAL MEETING:

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

Procurement@tampa-xway.com

1.15 COST OF PREPARATION:

The cost of preparing an ELOR Package to this solicitation shall 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 five (5) respondents on the date, time and at the location stated for the **Evaluation Committee meets to confirm ELOR Package scores** referenced in Section A, Paragraph 1.4, Schedule of Events. In the event the Authority receives fewer than three proposals, all respondents will be shortlisted. Respondents are not required to attend; however, the meeting is open to the public.

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

	SHORTLIST EVALUATION CRITERIA	Maximum Points
1.	<p><u>Understanding the Scope</u> The respondent shall demonstrate their understanding of the scope of services including any unique issues involved in the project and their ability to meet the challenges. Assumptions (if any) should be clearly stated.</p>	25
2.	<p><u>Qualifications and Experience of Key Personnel</u> The Consultant firm shall discuss the availability of qualified staff.</p> <ul style="list-style-type: none"> • Provide the name of the proposed Design Project Engineer, Lead Bridge Engineer, Lead Roadway Engineer, Lead Drainage Engineer and names and roles of other key personnel • Provide the credentials/expertise/experience of the Design Project Engineer, Lead Bridge Engineer, Lead Roadway Engineer, Lead Drainage Engineer and other key individuals who are specifically licensed and certified to perform and/or oversee the work detailed in the scope of services • Explain the organization of its team and functional responsibilities of each subconsultant <p>Discuss the staffing quality, availability and individuals experience on similar projects</p>	30
3.	<p><u>Quality Assurance/ Quality Control (QA/QC)</u> The Respondent firm shall demonstrate their implementation and commitment to a QA/QC Program that is specific to this project and meets the requirements of the scope of services.</p> <ul style="list-style-type: none"> • Discuss key aspects of the firm's QA/QC program that are most important to its success on this project. • Present their project review and QA/QC approach. Include discussion on types of documents to be reviewed, frequency of reviews, official and unofficial reviews • Discuss project QA/QC responsibilities 	15
4.	<p><u>Communication</u> The Respondent will discuss the THEA's ability to communicate with the Respondent's Project Manager and Key Staff and their commitment in responding to THEA.</p> <ul style="list-style-type: none"> ▪ Discuss their approach to timely review and submittal of design plans, THEA personnel action requests, and committing requested personnel in a timely manner. The respondent shall discuss their communication with their subconsultants. The respondent will discuss their approach to communicating with the THEA and with the public. ▪ Discuss their approach to communications with other agencies and how the communication will be handled between them and THEA. 	20
5.	<p><u>Workload:</u> The Respondent shall discuss its recent, current and projected workload, as well as workforce availability to undertake THEA work.</p> <ul style="list-style-type: none"> • Identify other current and projected work that the respondent has or is pursuing and their impact on the staffing for this project 	10
	TOTAL:	100

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

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 three (3)) be shortlisted to advance to the oral interviews in Paragraph 1.18.

1.18 INTERVIEWS:

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

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

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

No handouts or visual aids other than business cards are permitted before, during, or after the interview. Respondents are not permitted the use of smartphones, laptops, and tablets during the Interview.

1.19 EVALUATION CRITERIA:

The Evaluation Committee will meet to confirm their scores of the oral interviews and final ranking of the respondents on the date, time and at the location stated for **Evaluation Committee Meets to Confirm Scores and Final Ranking of Respondents** referenced in Section A, Paragraph 1.4, Schedule of Events. Respondents are not required to attend; however, the meeting is open to the public.

The oral interviews will be scored by the Evaluation Committee per the criteria provided below. The maximum points to be earned in the evaluation are one hundred (100) points per evaluator. The evaluation committee reserves the right to request additional information and clarification of any information submitted, including any omission from the original response.

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

	INTERVIEW EVALUATION CRITERIA	Maximum Points
1.	<p><u>Understanding the Scope/Innovative Approach</u> The respondent shall demonstrate their understanding of the scope of services including any unique issues involved and their ability to meet the challenges of providing planning services for emerging technologies analysis. Innovative approaches to address design issues should be highlighted. Assumptions (if any) should be clearly stated.</p>	25
2.	<p><u>Qualifications and Experience of Key Personnel</u> The respondent shall discuss the availability of qualified staff.</p> <ul style="list-style-type: none"> • Provide the name of the proposed Project Manager, Senior Project Engineer/Planner, Project Administrator/Project Engineer and names and roles of key personnel by function. • Provide the credentials/expertise/experience of the key staff, to include Senior Project Engineer, Project Administrator/Project Engineer and other key individuals who are expected to perform and/or oversee the work detailed in the scope of services • Explain the organization of the team, how this team can meet the unpredictable needs emerging technology may create functional responsibilities of each subconsultant. <p>Discuss the staffing quality and availability, individuals experience on similar projects</p>	25
3.	<p><u>Overall Responses to Questions</u> The respondent firm shall demonstrate their capabilities and commitment to the project and to meet the requirements of the scope of services.</p> <ul style="list-style-type: none"> • Provide clear and detailed response to the questions. • Provide specific answers to the question asked. • Provide specific answers to the question 	35
4.	<p><u>Communication</u> The respondent will discuss their team’s ability to communicate with the THEA Project Manager and present to the THEA Executive Director and/or THEA Board of Directors summaries and analysis of the impacts, benefits, and opportunities for specific technologies.</p> <ul style="list-style-type: none"> ▪ Discuss their approach to communications with the THEA and how communication and presentations will be handled. ▪ Ability to support THEA in provision of technical expertise if needed to discuss impacts to THEA projects with other agencies, companies, developments or individuals. ▪ Discuss key aspects of the firm’s QA/QC program that are most important to the success on this type of project, as emerging technologies can introduce unexpected requirements. ▪ Discuss project QA/QC responsibilities. 	10
5.	<p><u>Workload:</u> The respondent shall discuss its recent, current and projected workload, as well as workforce availability to undertake THEA assignments.</p> <ul style="list-style-type: none"> • Identify other current and projected work that the respondent has or is pursuing and their impact on the staffing for this project. 	5
TOTAL:		100

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

1.20 FINAL SELECTION:

The ranking of respondents based on the Evaluation Committee’s evaluation will be presented to the THEA’s Board of Directors for consideration and approval with a recommendation that the highest-ranked respondents be selected on the date, time and at the location stated for the **Board Approval of Final Ranking and Award of Contract** referenced in Section A,

Paragraph 1.4, Schedule of Events. Respondents are not required to attend; however, the meeting is open to the public.

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

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

1.21 AWARD OF CONTRACTS:

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

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

1.22 SOLICITATION RESULTS:

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

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

2. GENERAL CONDITIONS:

2.1 QUALIFICATIONS OF RESPONDENT:

Each Respondent shall *be a FDOT Pre-Qualified Consultant in or provide a sub-consultant who is pre-qualified in the following CEI and Design Work Types 3.1, 3.2, 3.3, 4.1.1, 4.1.2, 5.1 5.4, 6.1, 6.2, 6.3.1, 6.3.2, 6.3.3, 7.1, 7.2, 7.3, 8.1, 8.2, 8.3, 9.1, 9.2, 9.3, 9.4.1, 9.4.2, 9.5, 10.1, 10.3, 10.4, 11.0, 14.0, 15.0.*

The pre-qualification requirements can be met with a combination of qualifications between the prime consultant and sub-consultants of therespondent'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 respondent agrees and acknowledges that it will provide the full complement of staff required to perform the services, including the specific individuals named in the respondent's 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 contracts 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 PROJECT MANAGER:

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

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

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

2.5 CONTRACTS:

The selected respondents shall enter contracts with THEA for these services with the terms and conditions as specified within this solicitation's instructions and submittal document.

2.6 CONTRACT DURATION:

The contract duration will be for three years plus 2 one year renewal options.

2.7 CONTRACT ASSIGNMENT:

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

2.8 NON-EXCLUSIVITY OF CONTRACT:

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

2.9 COMPLIANCE:

THEA has the right to reject the ELOR Package or annul the award in the event respondent's

ELOR Package does not comply with any of the requirements outlined herein.

2.10 OWNERSHIP OF DOCUMENTS:

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

2.11 PUBLIC RECORDS LAW:

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

2.12 INDEMNIFICATION:

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

2.13 PUBLIC ENTITY CRIMES STATEMENT:

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

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

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

2.14 INSURANCE REQUIREMENTS:

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

2.15 BID SECURITY:

A Bid Security is not required for this solicitation.

2.16 PAYMENT AND PERFORMANCE BOND:

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

2.17 CONFLICTS OF INTEREST:

The respondent shall state if it represents clients that may present conflicts or potential conflicts with representation of THEA. Respondent shall provide a list of any potential conflicts by description. Respondent need not identify a particular client. If conflicts are listed, the respondent shall address how these conflicts will be resolved. A copy of the required **CONFLICTS OF INTEREST STATEMENT** is contained in Section C as **Form 5.**

2.18 SCRUTINIZED COMPANIES:

Section 287.135 of the *Florida Statutes* prohibits governmental entities from contracting for goods and services of \$1 million or more with companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its ELOR Package.

A company that, at the time of bidding or submitting a proposal for a new contract is on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of \$1 million or more.

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

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

Respondents are required to complete and submit the Certification Regarding Scrutinized Companies Lists with its ELOR Package. A copy of the required **Form 5 - CERTIFICATION REGARDING SECURITIZED COMPANIES LIST** is contained in Section C.

2.19 E-VERIFY SYSTEM:

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

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

2.20 NOTICE OF PROTEST:

2.20.1 Protests Prior to Notice of Award:

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

including any evidence supporting the position.

2.20.2 Protests After Notice of Award:

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

2.21 EXPANDED LETTERS OF RESPONSE (ELOR) PACKAGE REVIEW:

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

The **RESPONDENT'S Expanded Letters of Response (ELOR) PACKAGE REVIEW CHECKLIST** is contained in Section C as **Form 7**.

2.22 RESTRICTION ON RESPONDENTS' ELIGIBILITY TO COMPETE FOR THIS PROJECT

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

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

SECTION B

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

1.2 **SCOPE OF SERVICES:**

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

2. **RESPONSE REQUIREMENTS:**

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

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

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

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

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

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

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

Signature - All 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:

3. Expanded Letters of Response (ELOR)

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

a) Minimum Requirements:

- State the 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;
- Statement indicating Project Manager’s number of years’ experience in support of this RFP or similar services;
- A brief statement of interest;
- A brief statement of qualifications of respondent’s team;
- Statement confirming respondent’s ability to meet the requirements of this RFP.
- Statement confirming respondent and its Project Manager providing the services meets the minimum qualifications and minimum requirements of this RFP.

b) Past Performance:

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

c) Respondent’s Understanding of the Scope of Services

Respondents detailed approach to provide services and willingness and ability to meet and adhere to technical requirements, schedules and budgets. Respondent shall include all assumptions and any innovative design concepts.

d) Respondent’s Quality Assurance Plan / Quality Control

Respondents shall provide details of their QA/QC plan and their commitment to ensure proper implementation of the plan by all staff.

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

Respondents detailed approach to communicating with THEA staff, THEA GEC staff and other project participants to ensure successful coordination of efforts to remain on schedule and provide THEA with design documents.

f) Respondents Workload

Respondents shall discuss its recent, current and projected workload, as well as workforce availability to undertake THEA work. Respondent shall identify current and projected work, including pursuits with proposed staff members for this project.

4. 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 paper sized larger than 11" x 17" if folded neatly to 11" x 17".

5. Resumes

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

6. 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 FORMS

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

- FORM 1: Declaration of Respondent
- FORM 2: Public Entity Crimes Form
- FORM 3: Conflicts of Interest Statement
- FORM 4: Certification Regarding Scrutinized Companies Lists
- FORM 5: Respondent's Response Package Review Checklist

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

DECLARATION OF RESPONDENT

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

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

The below named respondent affirms and declares:

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

- (6) That by submitting a proposal, the respondent agrees and acknowledges that it will provide the full complement of staff required to perform the scope of 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 other than the President or Vice-President, he/she must by affidavit, show his/her authority to bind the Company. Said affidavit shall be attached to this Declaration of Respondent.

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by
_____. (Name
of Individual Signing)

Signature of Notary Public

My Commission Expires: _____

[Apply Notary Seal Here]

[END OF FORM 1 - DECLARATION OF RESPONDENT]

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

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

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

by _____

[print individual's name and title]

for _____

[print name of entity submitting sworn statement]

whose business address is _____

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

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

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

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

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

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any

natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

[signature]

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

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

CONFLICTS OF INTEREST STATEMENT

Check one of the boxes below:

- To the best of our knowledge, the undersigned respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this 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 FORM 3 – CONFLICTS OF INTEREST STATEMENT

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

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

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

Firm: _____

Firm FID or EIN: _____

Address: _____

City: _____ State: _____ Zip: _____

I hereby warrant that I am duly authorized to sign and bind on behalf of the company listed above as the “Firm”.

I hereby certify and affirm that the company listed above as the “Firm” certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. I understand pursuant to Florida Statute, Section 287.135, the submission of a false certification may subject the Respondent/Bidder to civil penalties, attorney’s fees and/or costs.

Firm:

By: _____
(Authorized Signature)

(Printed Name of Signer) (Title of
Signer)

(Date Signed)

[END OF FORM 5 – CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST]

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. Completed Forms Form 1 - Declaration of Respondent Form 2 - Public Entity Crimes Statement Form 3 - Conflicts of Interest Statement Form 4 - Certification Regarding Scrutinized Companies List Form 5 – Respondents Response Package Review Checklist

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

 Name of Person Responsible

 Date

 Title of Person Responsible

 Company Name

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

SECTION D

ATTACHMENTS:

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



SCOPE OF SERVICES

FOR

MISCELLANEOUS DESIGN AND CEI SERVICES

1.0 PURPOSE:

Tampa-Hillsborough County Expressway Authority (THEA) is soliciting expanded letters of interest from qualified firms to provide miscellaneous design and construction engineering and inspection (CEI) services to THEA on an as-needed basis. The Scope of Services describes and defines the services that are required.

2.0 SCOPE:

THEA contemplates engaging one or more firms under a “continuing contract” as defined by the Florida Competitive Consultants Negotiation Act, Florida Statutes 287.055(2)(g), and in accordance with the THEA’s Procurement Policy to perform miscellaneous design and CEI services for THEA. The successful firm(s) and their team(s) shall have proven experience in local and state transportation design and CEI including major/minor roadway and minor bridge design and CEI to Florida Department of Transportation (FDOT) and American Association of State of Highway Transportation Officials (AASHTO) standards. The successful firm(s) and their team(s) will have professionals for the broad range of disciplines and expertise (i.e., architects, civil engineer, structural engineer, mechanical engineer, electrical engineer, etc.) as may be needed for performing the services.

Work under the agreement(s) will be assigned on an as-needed basis. THEA gives no assurance that any work will be assigned. THEA may also choose to advertise and contract separately for consultant services for any future work assignments (Assignments). Assignments may be adjusted based upon the THEA’s review of other important considerations (i.e., firm’s availability of work forces, quickness of response, turnaround time, firm’s special expertise, parity of work assignments, Small Business Enterprise (SBE) participation, etc.).

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

The successful firm(s) shall engage professionals and technicians who are licensed, certified and

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

FDOT Pre-Qualified Work Types

- Group 3 - Highway Design
- Group 4 – Bridge Design
- Group 5 - Bridge Inspection
- Group 6 – Traffic Engineering and ITS
- Group 7 – Traffic Operations
- Group 8 – Survey and Mapping
- Group 9 – Geotechnical Design, Exploration, and Materials Testing
- Group 10 – Construction Engineering Inspection
- Group 11 – Engineering Contract Administration and Management
- Group 14 – Architect
- Group 15 – Landscape Architect

THEA Specialized Required Services

- Miscellaneous Design Support
- Miscellaneous Procurement Support (Design Build Criteria Packages, Scope of Services, ITB)
- Public Involvement/Agency Coordination
- Project Estimating

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 by the ELOR Package submittal deadline.

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
- 3.2 Major Highway Design
- 3.3 Controlled Access Highway Design
- 4.1.1 Miscellaneous Structures
- 4.1.2 Minor Bridge Design
- 5.1 Conventional Bridge Inspection
- 5.4 Bridge Load Rating
- 6.1 Traffic Engineering Studies
- 6.2 Traffic Signal Timing
- 6.3.1 Intelligent Transportation Systems Analysis & Design
- 6.3.2 Intelligent Transportation Systems Implementation
- 6.3.3 Intelligent Transportation Traffic Engineering Systems Communication
- 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
- 9.2 Geotechnical Classification Lab Testing
- 9.3 Highway Materials Testing
- 9.4.1 Standard Foundation Studies
- 9.4.2 Non-Redundant Drilled Shaft Bridge Foundation Studies
- 9.5 Geotechnical Specialty Lab Testing
- 10.1 Roadway Construction Engineering Inspection
- 10.3 Construction Materials Inspection
- 10.4 Minor Bridge and Miscellaneous Structures CEI
- 11.0 Engineering Contract Administration and Management
- 14.0 Architect
- 15.0 Landscape Architecture

THEA has an aspirational goal of 15% SBE participation.

3.0 LENGTH OF SERVICE:

The contract shall begin with a purchase 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 contracts will be assigned on an as-needed basis. Each purchase order will be for one year ending on June 30th of the current year. A new purchase order will be issued on July 1st of the new Fiscal Year if the work is not complete. The contracts will be for three (3) years with two (2) one-year THEA options to extend.

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

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

4.0 DEFINITIONS:

A	<u>Contract</u>	The professional services agreement between THEA and the consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
B	THEA	The Tampa-Hillsborough County Expressway Authority
C	Consultant	The consulting respondent under contract to THEA for administration of professional services.

5.0 ITEMS TO BE FURNISHED BY THEA:

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

6.0 ITEMS TO BE FURNISHED BY THE CONSULTANT:

6.1 Office Automation:

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

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

6.2 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out 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.

6.3 Licensing for Equipment Operations:

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

7.0 PERSONNEL:

7.1 General Requirements:

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

Unless otherwise agreed to by THEA, THEA will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer,

Contract Support Specialist, and Assistant or Associate to any of these positions.

7.2 Personnel Qualifications:

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

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

Personnel changes will require written approval from THEA. Staff that 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.

Minimum qualifications for the consultant personnel are set forth as follows; The Consultant Project Manager must have a minimum of five (5) years' experience as a Project Manager or, Senior Project Engineer. Exceptions to these minimum qualifications will be considered on an individual basis. The THEA Director of Operations and Engineering or designee will have the final approval authority on such exceptions.

7.3 Staffing:

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

8.0 QUALITY ASSURANCE (QA) PROGRAM:

8.1 Quality Assurance Plan:

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

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

8.1.1 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.

8.1.2 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.

8.1.3 Quality Assurance Records:

Outline the types of records which will be generated and maintained during the execution of the quality assurance program, i.e., change logs for technology reports, pilots and demonstrations. Maintain adequate records of the quality assurance actions performed by the organization (including Subcontractors and vendors) in providing services and products under the contract. Specifically, a "Change Log" must be kept on technology assignments documenting any changes from the agreed upon or industry specifications for the services. All records shall be available to THEA, upon request, during the contract term. All records shall be kept and shall be subject to audit review.

8.1.4 Quality Control of Subconsultants and Vendors:

Detail the methods used to control subconsultant and vendor quality.

9.0 CONTRACT MANAGEMENT:

9.1 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 the THEA.

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

9.2 Invoicing Instructions:

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

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

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

10.0 CONTRADICTIONS:

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

11.0 THIRD PARTY BENEFICIARY:

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

12.0 TAMPA HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY (THEA) AUTHORITY:

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

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

Contractors, 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 Employers' Liability	Florida Statutory Requirements
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

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

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

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

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

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

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

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

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

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

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

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

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