



**REQUEST FOR PROPOSALS  
FOR  
COMMUNICATIONS, MARKETING AND PUBLIC  
ENGAGEMENT SERVICES**

**THEA PROJECT No. C-0825**

**Dated August 12, 2025**

**RESPONSIBLE DEPARTMENT**

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

**TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**FOR**  
***Communications, Marketing, and Public Engagement Services***

The Tampa-Hillsborough County Expressway Authority (“THEA” or the “Authority”) is issuing this Request for Proposals (“RFP”) to solicit the services of qualified firm(s) to provide communications, marketing, public engagement and public involvement services in support of the Authority’s initiatives. The selected proposer(s) shall provide support for projects and project development and environment (“PD&E”) studies on an as-needed basis.

The selection will be made from Expanded Letters of Response (ELOR) and interviews. THEA will evaluate the ELOR Packages and will shortlist up to five (5) firms that will proceed to interviews. The Authority will select up to three (3) firms from the shortlisted respondents.

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

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

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

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

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## Contents

<b>SECTION A</b> .....	<b>4</b>
<b>1. GENERAL INFORMATION</b> .....	<b>4</b>
1.1. INSTRUCTIONS TO RESPONDENTS .....	4
1.2. ATTACHMENTS .....	4
1.3. PROCUREMENT PROCESS .....	4
1.4. SCHEDULE OF EVENTS .....	4
1.5. CHANGES TO SCHEDULE OR MEETING PLACE/TIME .....	6
1.6. SPECIAL ACCOMMODATIONS .....	6
1.7. ELECTRONIC DISTRIBUTION SYSTEM .....	6
1.8. QUESTIONS ABOUT THE SOLICITATION OR THE SERVICES .....	6
1.9. COMMUNICATIONS/CONE OF SILENCE .....	7
1.10. MODIFICATION AND WITHDRAWAL .....	7
1.11. DISQUALIFICATION AND CANCELLATION OF THIS SOLICITATION .....	7
1.12. WAIVER OF IRREGULARITIES .....	8
1.13. BINDING OFFER .....	8
1.14. COST OF PREPARATION .....	8
1.15. DELIVERY OF ELOR PACKAGE .....	8
1.16. OPENING OF ELOR PACKAGES .....	9
1.17. EXPANDED LETTERS OF RESPONSE (ELOR) PACKAGE REVIEW .....	9
1.18. ELOR EVALUATION CRITERIA .....	9
1.19. INTERVIEWS AND INTERVIEW EVALUATION CRITERIA .....	10
1.20. FINAL SELECTION .....	11
1.21. AWARD OF CONTRACTS .....	12
1.22. SOLICITATION RESULTS .....	12
1.23. NOTICE OF PROTEST .....	12

<b>2.</b>	<b>GENERAL CONDITIONS .....</b>	<b>13</b>
2.1.	QUALIFICATIONS OF RESPONDENT .....	13
2.2.	PERSONNEL .....	14
2.3.	AVAILABILITY OF PERSONNEL .....	14
2.4.	PROJECT MANAGER .....	14
2.5.	CONTRACT .....	14
2.6.	CONTRACT DURATION .....	14
2.7.	CONTRACT ASSIGNMENT .....	15
2.8.	NON-EXCLUSIVITY OF CONTRACT .....	15
2.9.	COMPLIANCE .....	15
2.10.	OWNERSHIP OF DOCUMENTS .....	15
2.11.	PUBLIC RECORDS LAW .....	15
2.12.	INDEMNIFICATION (GENERAL LIABILITY) .....	15
2.13.	PUBLIC ENTITY CRIMES STATEMENT .....	15
2.14.	INSURANCE REQUIREMENTS .....	16
2.15.	CONFLICTS OF INTEREST .....	16
2.16.	SCRUTINIZED COMPANIES .....	16
2.17.	E-VERIFY SYSTEM.....	17
2.18.	RESTRICTION ON RESPONDENT'S ELEGIBILITY TO COMPETE FOR THIS CONTRACT .....	17
	SECTION B.....	18
<b>3.</b>	<b>DESCRIPTION OF SCOPE OF SERVICES .....</b>	<b>18</b>
3.1.	SCOPE OF SERVICES .....	18
3.2.	EXPANDED LETTERS OF RESPONSE (ELOR) PACKAGE .....	18
	<b>SECTION C .....</b>	<b>21</b>
	FORM 1: Declaration of Respondent.....	21
	FORM 2: Public Entity Crimes Form .....	21

FORM 3: Conflicts of Interest Statement .....	21
FORM 4: Certification Regarding Scrutinized Companies Lists .....	21
FORM 5: Acknowledgment of Receipt of Addendum .....	21
FORM 6: Respondent’s Response Package Review Checklist.....	21
FORM 7: Anticipated SBE Participation Statement .....	21
FORM 8: Drug Free Workplace Form .....	21
<b>SECTION D .....</b>	<b>35</b>
<b>ATTACHMENTS.....</b>	<b>35</b>
<b>ATTACHMENT 1. SCOPE OF SERVICES .....</b>	<b>36</b>
<b>1. SCOPE OF SERVICES .....</b>	<b>36</b>
1.1. INTRODUCTION.....	36
<b>2. SERVICES .....</b>	<b>37</b>
2.1. PUBLIC RELATIONS SERVICES.....	37
2.2. MARKETING/ADVERTIZING SERVICES.....	38
2.3. PUBLIC INVOLVEMENT SUPPORT .....	38
2.4. FINANCIAL REPORTS .....	40
<b>ATTACHMENT 2. INSURANCE REQUIREMENTS, COVERAGES AND LIMITS .....</b>	<b>41</b>

## **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 RFP's corresponding sections.

##### **1.2. ATTACHMENTS**

The documents listed in Section D of this RFP 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 RFP will consist of Expanded Letters of Response (ELOR) Packages and 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 up to 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 RFP. 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 best qualified and experienced respondents 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 RFP, or as amended by addendum, on the basis of the criteria stated herein. THEA reserves the right to request additional information and to seek clarification of any information submitted, including any omission from the original response. Additionally, THEA reserves the right to waive informalities any irregularities in any response and to reject any and/or all responses, in its sole and absolute discretion. Up to five (5) of the highest-ranked respondents will proceed to interviews. THEA contemplates engaging up to three (3) respondents to commence contract negotiations.

##### **1.4. SCHEDULE OF EVENTS**

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

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

#### SCHEDULE OF EVENTS

<b>DATE</b>	<b>DESCRIPTION</b>	<b>LOCATION</b>
<b>August 12, 2025, by 5:00 PM</b>	Advertisement of RFP Published	THEA Website & Demandstar
<b>August 26, 2025, @ 11:00 AM</b>	Deadline for respondent's submission of questions to THEA	Email to <a href="mailto:Procurement@tampa-xway.com">Procurement@tampa-xway.com</a>
<b>September 12, 2025, by 12:00 PM</b>	Deadline for THEA to respond to respondent's questions	THEA Website & Demandstar
<b>September 26, 2025, by 5:00 PM</b>	Deadline for Submitting Expanded Letters of Response (ELOR) Packages	Email to <a href="mailto:Procurement@tampa-xway.com">Procurement@tampa-xway.com</a>
<b>October 14, 2025, by 12:00 PM</b>	Evaluation Committee submits scoring of ELOR Packages to THEA Procurement Office	Email to <a href="mailto:Procurement@tampa-xway.com">Procurement@tampa-xway.com</a>
<b>October 17, 2025, by 12:00 PM</b>	Evaluation Committee confirms ranking and discussion of ELOR Packages of shortlisted firms	THEA Office 1101 E. Twiggs Street, Suite 300 Tampa, FL 33602
<b>October 17, 2025, @ 1:15 PM</b>	Posting of Notice Intended Shortlist	THEA Website & Demandstar
<b>October 27, 2025, by 5:00 PM</b>	Board Approval of Shortlist Ranking	THEA Offices 1101 E. Twiggs Street Tampa, FL 33602
<b>November 10, 2025, @ 1:30 PM</b>	Interviews with Shortlisted firms	THEA Office 1101 E. Twiggs Street Tampa, FL 33602
<b>November 18, 2025</b>	Evaluation Committee submits final scores to THEA Procurement Office	Email to <a href="mailto:Procurement@tampa-xway.com">Procurement@tampa-xway.com</a>
<b>November 20, 2025, @ 10:00 AM</b>	Evaluation Committee meets to confirm final scores and final ranking of firms	THEA Office 1101 E. Twiggs Street, Suite Tampa, FL 33602
<b>November 20, 2025, by 5:00 PM</b>	Posting of Notice of Intended Final Ranking	THEA Website & Demandstar
<b>December 1, 2025 @ 1:30 PM</b>	Board Approval of Final Ranking and Award of Contract	THEA Board Room 1101 E. Twiggs Street Tampa, FL 33602
<b>December 2, 2025, by 5:00 PM</b>	Posting of Final Ranking	THEA Website & Demandstar

## 1.5. CHANGES TO SCHEDULE OR MEETING PLACE/TIME

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

## 1.6. SPECIAL ACCOMMODATIONS

Any person requiring special accommodations to attend or participate in a THEA meeting regarding this solicitation, pursuant to the Americans with Disabilities Act, should contact the THEA Procurement Manager in person at 1104 East Twiggs Street, Suite 300, Tampa, Florida 33605 or by telephone at 813-272-6740, or by email at [Procurement@tampa-xway.com](mailto:Procurement@tampa-xway.com) at least five (5) business days prior to the scheduled meeting.

## 1.7. ELECTRONIC DISTRIBUTION SYSTEM

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

Obtaining documents through DemandStar ensures respondents have the following capabilities:

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

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

## 1.8. QUESTIONS ABOUT THE SOLICITATION OR THE SERVICES

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

To be considered, such requests must be received no later than the date and time stated for the **Deadline for Respondent's Submission of Questions to THEA** referenced in Paragraph 1.4, Schedule of Events.

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

Any such responses or supplemental instructions by THEA to the respondents will be in the form of a Letter of Clarification or written addendum which if issued, will be posted on the DemandStar System ([www.demandstar.com](http://www.demandstar.com)), and the THEA website no later than the date and time stated for the **Deadline for THEA to Respond to Respondent's Questions** referenced in Paragraph 1.4, Schedule of Events.

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

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

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

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

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

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

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

#### **1.10. MODIFICATION AND WITHDRAWAL**

ELOR Packages may be withdrawn by written request dispatched by the respondent and received by THEA at any time prior to the deadline stated for the **Deadline for Submitting Response Package** referenced in Paragraph 1.4, Schedule of Events.

Negligence on the part of the respondent in preparing its ELOR Package confers no right of withdrawal or modification after the ELOR 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 on the part of the respondent.

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

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

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

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

#### **1.12. WAIVER OF IRREGULARITIES**

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

#### **1.13. BINDING OFFER**

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

#### **1.14. COST OF PREPARATION**

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

#### **1.15. DELIVERY OF ELOR PACKAGE**

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

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

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

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

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

#### **1.16. OPENING OF ELOR PACKAGES**

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

#### **1.17. EXPANDED LETTERS OF RESPONSE (ELOR) PACKAGE REVIEW**

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

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

#### **1.18. ELOR EVALUATION CRITERIA**

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

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

The Evaluation Committee will meet to confirm their scores of the ELOR Packages and shortlist up to five (5) respondents on the date, time and at the location stated for the Evaluation Committee meets to confirm ELOR Package scores referenced in Section A, Paragraph 1.4, Schedule of Events.

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

	<b>SHORTLIST EVALUATION CRITERIA</b>	<b>Maximum Points</b>
1.	<b>Knowledge and Understanding</b> Respondent's knowledge of THEA, THEA's services and products. Respondent's knowledge of the region's transportation system and understanding of THEA's role within the region.	30
2.	<b>Experience &amp; Qualifications</b> Respondent's governmental experience in providing communications and marketing services. Respondent's experience with strategic campaigns, social media, print media, media relations, special events, websites, community engagement, crisis communications and multi-media. Respondent's experience in providing public information services, including their demonstrated experience with the FDOT Public Involvement Handbook. Respondent's organizational structure related to the project.	45
3.	<b>Management Approach and Quality Control and Assurance</b> Respondent's project management approach and approach to meeting THEA's needs. Respondent's quality control and assurance processes and plans. Respondent's organizational structure and ability to support THEA.	25
	<b>TOTAL:</b>	<b>100</b>

### 1.19. INTERVIEWS AND INTERVIEW EVALUATION CRITERIA

Interviews will be used to select the successful respondents from the initial shortlist. During the interview, the respondent shall present their qualifications and experience, knowledge and understanding, management approach and quality control and quality assurance processes to further clarify their capabilities to meet the requirements of the RFP. The Evaluation Committee will ask questions that will assist in evaluating the capability of the respondent to provide the desired services. Attendance at the interview is limited to six (6) attendees. The respondent's Project Manager should be one of the six (6) attendees.

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 interview will last 60 minutes, and the agenda will be as follows:

- Respondent Room Setup – 5 minutes, which will not count towards the Proposer's time.
- Presentation by Respondent – 20 minutes
- Question and Answer Period – 35 minutes

Interview Rules:

- Respondents must provide their own equipment necessary to conduct the presentation and interview (e.g. laptop computer with HDMI or C-port connection, computers, projector, screen, etc.)
- Each demonstration and interview will be recorded.
- Respondents will not be allowed to ask any questions to the Authority during the interview.
- Respondents will not be allowed to provide any handouts or leave any materials behind for the Authority other than business cards.

Respondents scores from the evaluation of ELOR Packages shall not carry over to the scoring of the shortlisted respondent's interviews. However, THEA's Evaluation Committee will use information obtained from the ELOR Packages as well as the interviews in the final score and ranking of respondents.

Criteria for evaluating the respondents following interviews will be as follows:

	<b>CRITERIA FOLLOWING INTERVIEWS</b>	<b>Maximum Points</b>
1.	<b>Knowledge and Understanding</b>	30
2.	<b>Experience &amp; Qualifications</b>	45
3.	<b>Management Approach and Quality Control and Assurance</b>	25
	<b>TOTAL:</b>	<b>100</b>

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

#### **1.20. FINAL SELECTION**

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

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

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

## 1.21. AWARD OF CONTRACTS

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

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

## 1.22. SOLICITATION RESULTS

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

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

## 1.23. NOTICE OF PROTEST

### 1.23.1. Protest Prior to Notice of Award

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

### 1.23.2. Protests After Notice of Award

Any person wishing to protest THEA's actions leading up to a notice of recommendation to either reject any or all bids, or to make a selection or award ("Notice of Decision"), must file a Notice of Intent to Protest, accompanied by a Protest Bond in the amount of \$5,000, or for such amount as shall be set forth in the solicitation documents with THEA within 72 hours of THEA's publication of its Notice of Decision, (excluding Saturdays, Sundays, and legal holidays). The Protest Bond required herein shall be in addition to the Protest Bond referenced in Paragraph 2.27.1 above. Within five (5) calendar days of the filing of the Notice of

Intent to Protest and posting of bond, the protesting party must file a written protest stating with particularity the facts and law upon which the protest is based. The protest should: (1) state the specific provision(s) of the bid package or process applicable to the protest; (2) state the specific manner or method in which the protesting party alleges that THEA erred in its interpretation or implementation of its solicitation process, procedures or statutory provisions; (3) state the basis upon which the protest is premised; and (4) state the protesting party's position and arguments of law, including any evidence supporting the position.

## **2. GENERAL CONDITIONS**

### **2.1. QUALIFICATIONS OF RESPONDENT**

THEA requires the services of a General Communications Consultant ("Consultant") that will provide public involvement, public relations, advertising, marketing, and related services. Respondents should have knowledge and experience in transportation projects, including planning, design, and construction. THEA seeks a Consultant who understands the City of Tampa, Hillsborough County, and the counties contiguous to Hillsborough County for which THEA is legislated to provide service. Equally important, the Consultant should have a strong background in transportation and transportation-related issues, communications, and public involvement. THEA is looking for the respondents to have proven expertise in the following areas:

- Project-specific public involvement activities for a transportation agency including acting as the Public Information Officer (PIO)
- Strategic campaigns
- Public relations
- Social media
- Media relations
- Writing (creative and technical)
- Printed material design and production
- Website design and updates
- Special events support
- Crisis communications
- Market research
- Media planning and buying
- Multimedia services
- Community engagement
- Financial reports

## **2.2. PERSONNEL**

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

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

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

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

## **2.3. AVAILABILITY OF PERSONNEL**

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

## **2.4. PROJECT MANAGER**

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

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

The "Project Manager" shall be the responsible person in charge of coordinating daily work activities on task assignments, preparing itemized task order estimates, schedules, and payment applications, directing consultants' workforces, reports, day-to-day administrative matters, and other related items necessary to fulfill the requirements of the contract.

## **2.5. CONTRACT**

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

## **2.6. CONTRACT DURATION**

The contract will be for three (3) years with two (2) one-year renewal options at THEA's discretion.

## **2.7. CONTRACT ASSIGNMENT**

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

## **2.8. NON-EXCLUSIVITY OF CONTRACT**

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

## **2.9. COMPLIANCE**

THEA has the right to reject the ELOR Package or annul the award in the event respondent's ELOR Package does not comply with any of the requirements outlined herein.

## **2.10. OWNERSHIP OF DOCUMENTS**

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

## **2.11. PUBLIC RECORDS LAW**

In accordance with *Florida Statutes* section 119.0701, and, except as may be provided by other applicable State and Federal Laws, all respondents should be aware that this advertisement and all the responses thereto are in the public domain and are available for public inspection.

The respondents are requested, however, to identify specifically any information contained in their ELOR Package which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exemption law.

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

## **2.12. INDEMNIFICATION (GENERAL LIABILITY)**

The contracts will contain an indemnification clause wherein the selected respondents agree to indemnify and hold harmless the THEA Board of Directors, THEA and its officers, and employees from all liabilities, damages, losses and costs, including but not limited to attorney fees, to the extent caused by the act, error, omission, negligence, recklessness or intentional wrongful conduct of the respondent and other persons employed or utilize by the respondent in performance of the contract.

## **2.13. PUBLIC ENTITY CRIMES STATEMENT**

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier,

consultant, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

#### **2.14. INSURANCE REQUIREMENTS**

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

#### **2.15. CONFLICTS OF INTEREST**

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

#### **2.16. SCRUTINIZED COMPANIES**

Section 287.135 of the *Florida Statutes* prohibits governmental entities from contracting for goods and services of \$1 million or more with companies that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Iran Terrorism Sectors List, Boycott Israel List or engaged in business operations in Cuba or Syria.

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

Respondents must certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473 Florida Statutes, Iran Terrorism Sectors List, Boycott Israel List or engaged in business operations in Cuba or Syria.

The resulting contract from this solicitation shall contain a provision that allows for immediate termination of the contract by THEA if the Respondent/Contractor is found to have submitted

a false statement or if Respondent/Contractor during the term of the resulting contract is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473 *Florida Statutes*, Iran Terrorism Sectors List, Boycott Israel List or becomes engaged in business operations in Cuba or Syria.

Respondents are required to complete and submit the Certification Regarding Scrutinized Companies Lists with its Response Package. A copy of the required **Form 4 - CERTIFICATION REGARDING SECURITIZED COMPANIES LIST** is contained in Section C.

#### **2.17. E-VERIFY SYSTEM**

Pursuant to the State of Florida, Office of the Governor, Executive Order Number 11-116, Verification of Employment Status, the selected respondent entering a contract for this solicitation shall utilize the U.S. Department of Homeland Security's E-Verify System ([www.uscis.gov](http://www.uscis.gov)) in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons employed by the respondent during the term of the resulting contract from this advertisement.

The selected respondent entering a contract for this solicitation shall also require sub-consultants performing work or providing services during the term of the resulting contract from this advertisement to utilize the U.S. Department of Homeland Security's E-Verify System ([www.uscis.gov](http://www.uscis.gov)) in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons employed by the subconsultant during the term of the resulting contract from this solicitation.

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

#### **2.18. RESTRICTION ON RESPONDENT'S ELEGIBILITY TO COMPETE FOR THIS CONTRACT**

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

## SECTION B

### 3. DESCRIPTION OF SCOPE OF SERVICES

#### 3.1. SCOPE OF SERVICES

The Scope of Services describes and defines the Communications, Marketing and Public Engagement services.

A Scope of Services is attached hereto as **Attachment 1 - Scope of Services.1.1**

#### 3.2. 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 the 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.

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 15 MG in size in Adobe PDF format and unzipped. Failure to comply with the submittal requirements may cause the ELOR Packages to be considered non-responsive.

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

**Content** - In order to ensure a uniform review process and to obtain the maximum degree of understanding of the respondent's abilities, experience, and qualifications, it is **required** that respondent's ELOR Package be organized, tabbed, and submitted as follows:

## 1. Expanded Letters of Response (ELOR)

### a) Transmittal Letter

A maximum of **three (3) pages** will be allowed for the transmittal letter. The transmittal letter shall be signed by an officer of the firm who is responsible for the firm's resources. The shall include the following information:

- 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 telephone number;
- Project Manager's email address;
- A brief statement of interest and qualifications of the respondent's team.

### b) Knowledge and Understanding

This section of the ELOR shall be limited to a maximum of **three (3) pages** and will include:

- The respondent shall demonstrate its knowledge of the region's transportation system and understanding of transportation issues in THEA's jurisdiction.
- The respondent shall describe its understanding of THEA, its services, products and role in the region.

### c) Experience and Qualifications

This section of the ELOR shall be limited to a maximum of **five (5) pages** and will include:

- The respondent shall demonstrate a minimum of three (3) years of experience including any governmental experience, in providing communication, public information and marketing services. The respondent shall include three (3) references with the name of the organization, contact person, telephone number, email address and physical address.
- The respondent shall include a narrative of the experience and qualifications of the respondent's Project Manager and the engagement team members (which includes any sub-consultants) relative to the Scope of Services.
- Respondent shall submit a portfolio including at minimum five samples of communications and marketing work completed by the respondent of the type required in the Scope of Services as an attachment.
- The respondent shall demonstrate experience in providing public information services including demonstrating their experience with the FDOT Public Involvement Handbook attached hereto as a reference document.
- The respondent shall submit an organizational chart and resumes of

the individuals on the engagement team (including subconsultants) and clearly identify the proposed role for each.

d) Management Approach and Quality Control and Assurance

This section of the ELOR shall be limited to a maximum of **three (3) pages** and will include:

- The respondent shall describe their project management approach to coordinate with THEA and to implement THEA communications, marketing, public engagement and public involvement.
- The respondent shall clearly illustrate and describe internal lines of communication, responsibility and authority, and the interface relationships with THEA and any subconsultants.
- The respondent shall include a description of the respondent's quality control and assurance plan.

e) Portfolio

This section of the ELOR shall be limited to a maximum of **ten (10) pages** and will include:

- The respondent shall submit a portfolio up to five examples/samples of work as required in the Scope of Services.

**[END OF SECTION B – SCOPE OF SERVICES AND RESPONSE REQUIREMENTS]**

**SECTION C**  
**REQUIRED FORMS**

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

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

**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 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, if there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

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

\_\_\_\_\_  
**[signature]**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

My commission expires \_\_\_\_\_

(Type of Identification)

(Printed, typed or stamped Commissioned Name of Notary Public)

**(END OF 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 4 – CERTIFICATION REGARDING SCRUTINIZED COMPANIES  
LIST]**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM**

Were Addenda issued on this Solicitation?

Yes

No

Were Letter of Clarification issued on this Solicitation?

Yes

No

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

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

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

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

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

Letter of Clarification \_\_\_\_\_ Date: \_\_\_\_\_

Letter of Clarification \_\_\_\_\_ Date: \_\_\_\_\_

Letter of Clarification \_\_\_\_\_ Date: \_\_\_\_\_

Letter of Clarification \_\_\_\_\_ Date: \_\_\_\_\_

RESPONDENT:

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

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

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

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

**[END OF FORM 5 - ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM]**

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

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

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 – Acknowledgement of Receipt of Addendum Form 6 - Respondent’s Response Package Review Checklist Addendum (if applicable). Form 7 – Anticipated SBE Participation Statement Form 8 – Drug Free Workplace Form

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

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

\_\_\_\_\_  
Date

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

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

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

**ANTICIPATED SBE PARTICIPATION STATEMENT**

**FOR TAMPA-HILLSBOROUGH COUNT EXPRESSWAY AUTHORITY**

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

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

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

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

<u>SBE(s) Name</u>	<u>Type of Work/Specialty</u>	<u>Dollar Amount/Percentage</u>	<u>Minority</u>
<u>Status</u>			

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

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

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

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

**DRUG FREE WORKPLACE FORM**

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

\_\_\_\_\_ does:

Name of Business

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

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

\_\_\_\_\_  
Firm's Signature

\_\_\_\_\_  
Date

**[END OF FORM 8 - DRUG FREE WORKPLACE FORM]**

## **SECTION D**

### **ATTACHMENTS**

Attachment 1: Scope Of Services

Attachment 2: Insurance Requirements, Coverages and Limits

# 1. SCOPE OF SERVICES

## 1. SCOPE OF SERVICES

### 1.1. INTRODUCTION

The Tampa-Hillsborough County Expressway Authority (THEA) was established by the Florida Legislature in 1963 as a transportation entity to efficiently and effectively fund and construct roadway infrastructure projects in Hillsborough County. In 2014, the State of Florida passed legislation giving THEA the ability to offer services to counties surrounding Hillsborough County, including Hardee, Manatee, Pasco, Pinellas, and Polk.

As an independent agency of the state, THEA owns, maintains, and operates four facilities: the Selmon Expressway, the Brandon Parkway, Meridian Avenue, and the Selmon Greenway. The agency is focused on driving innovation and improving mobility and safety throughout the Tampa Bay region. THEA partners with community organizations on everything from beautification to economic development to education and is committed to enhancing the community and activating urban spaces.

THEA's Board of Directors is comprised of seven members, four of whom are appointed by the Governor. Serving as ex-officio members are the Mayor of the City of Tampa, one member of the Board of County Commissioners of Hillsborough County, selected by such Board, and the District Seven Secretary of Transportation, FDOT.

Over the next ten years, THEA anticipates approximately \$1 billion in capital work. THEA's current six-year work program totals more than \$800 million. THEA processes 77 million toll transactions and serves more than 2 million customers annually. All revenues collected on the Selmon Expressway stay in Tampa and Hillsborough County, where THEA reinvests those dollars back into the community. THEA uses toll revenues to provide our region with a transportation system that provides regional connectivity to our residents and visitors.

THEA requires the services of a general communications consultant ("Consultant") that will provide public involvement, public relations, advertising, marketing, and related services. Proposers should have knowledge and experience in transportation projects, including planning, design, and construction. THEA seeks a Consultant who understands the City of Tampa, Hillsborough County, and the five surrounding counties for which THEA is legislated to provide service. Equally important, the Consultant should have a strong background in transportation and transportation-related issues, communications, and public involvement. THEA is looking for the proposer(s) to have proven expertise in the following areas:

- Project-specific public involvement activities for a transportation agency
- Strategic campaigns
- Public relations
- Social media
- Media relations

- Writing (creative and technical)
- Printed material design and production
- Website design and updates
- Special events support
- Crisis communications
- Market research
- Media planning and buying
- Multimedia services
- Community engagement

## **2. SERVICES**

The Consultant shall provide qualified professional, technical, and support personnel to perform the work and provide the expertise and resources required by THEA. The Consultant shall work closely with THEA's Director of Communications and Community Engagement and the communications team to provide the services included in this Scope of Services. The Consultant shall work directly with the Executive Director on organizational public relations strategies, goals, initiatives and image of the Authority.

### **2.1. PUBLIC RELATIONS SERVICES**

Public relations services are communication management services that use publicity and other forms to promote and educate the public on THEA and THEA's projects. Public relations services include but are not limited to:

- Plan, create, manage, implement, and monitor public relations strategies and campaigns to reach a target audience or target market, including social media campaigns
- Develop educational outreach campaigns for diverse community groups, business interests, elected officials, other interested stakeholders, and the public
- Write speeches, press releases, articles, PSAs, blog posts, newsletters, scripts, agendas, and related materials for presentations and events
- Arrange interviews and press conferences
- Establish partnerships with governmental entities or communities for public relations purposes
- Monitor media coverage, respond to inquiries, or address community concerns
- Monitor and engage with online communities
- Plan and execute email campaigns and analyze performance
- Respond and filter interactive conversational engagement

- Manage digital platforms and analyze campaign performance metrics
- Develop crisis management communications plans
- Provide media training and briefings to THEA staff

## **2.2. MARKETING/ADVERTIZING SERVICES**

Marketing and advertising services are related to the creative design, production, and development of media, advertisements, educational materials, copyrighted materials, brochures, flyers, broadcast media such as television, radio, newspapers, and magazines, and other related services to reach a defined target audience or market. Marketing and advertising services include, but are not limited to:

- Provide advertisement and media relations planning and advisory services
- Create branding materials, including logo, name, slogan, or colors, and oversee creative direction of THEA's vision and identity
- Develop and produce advertising content such as ad copy, radio spots, television commercials, creative storylines, print and broadcast notices, digital signage, and additional content to communicate and promote THEA's message
- Manage brand design, copy, art, and digital technologies
- Oversee visual aspects of media content, including campaigns, magazines, online publications, videos, and print
- Provide artistic direction to designers, photographers, and other content developers
- Plan, execute, and manage promotional events and activities
- Media mix planning
- Develop reports for THEA projects
- Execute focus groups, market research, interviews, and/or surveys
- Analyze brand tracking, market trends, and consumer needs
- Optimize content for search engine optimization ("SEO") and other digital strategies

## **2.3. PUBLIC INVOLVEMENT SUPPORT**

Public involvement includes communicating with and receiving information from all interested people, groups, and government organizations regarding project development. The Consultant, at the direction of THEA, shall provide a dedicated project manager ("PM") who will scale public involvement efforts to match the magnitude and complexity of designated THEA projects. The Consultant may be appointed as the public information officer ("PIO") for specific projects at the direction of THEA.

THEA follows the Florida Department of Transportation (FDOT) public involvement policies, practices, and other legal foundations for public involvement as outlined in the FDOT Public

Involvement Handbook (October 2023 or most current version). The Consultant shall be familiar with the handbook and follow the same practices. The FDOT Public Involvement Handbook provides techniques and methods to encourage meaningful public participation throughout the transportation decision-making process. It also provides guidance for developing and implementing effective public involvement activities during project development and design studies (PD&E), design, and construction that meet and/or exceed state and federal requirements.

Public involvement services include, but are not limited to:

- Develop public involvement collateral materials, including, but not limited to, newsletters, property and business owner letters, elected/appointed/stakeholder mailing lists, advertisements, and fact sheets
- Prepare responses to public inquiries as a result of the public involvement process
- Research potential meeting sites for public meetings
- Attend public meetings with an appropriate number of personnel to assist THEA's project manager and communications team
- Participate in scheduled/unscheduled meetings with the public, elected officials, or public agencies
- Identify and execute community outreach opportunities in support of projects
- Conduct a pre-construction public meeting with the engineering and/or construction teams
- Support THEA in holding and participating in various public meetings and events, both in-person and virtually, including the development and/or provision of:
  - Scripts and/or agendas for presentations
  - Handouts, name tags and sign-in sheets
  - Graphics and other multi-media
  - Photos from events and public meetings
  - Meeting equipment set-up and tear-down
  - Software and media for virtual meetings and hybrid virtual/public meetings
  - Legal and/or display advertisements
  - Letters for notification of elected and appointed officials, property owners, and other interested parties
  - News releases and social media posts / notifications,
  - Summary notes and/or a summary report from all meetings
  - Briefing and debriefing to appropriate THEA staff
  - Translation of materials into Spanish, Creole and other languages as requested
- Develop community awareness plans (CAP) to establish a clear plan on how the stakeholders (local governments, property owners, tenants, businesses, motorists and the public) will be notified of the planned project and how they will continue to be informed throughout construction
- Serve as the PIO for specific projects as designated by THEA

## **2.4. FINANCIAL REPORTS**

THEA produces various materials and documentation of our financial data. Specifically, development and production of local governmental Annual Comprehensive Financial Reports to Government Finance Officer's Association standards and requirements.

Public involvement services include, but are not limited to:

- Develop and produce technical, mathematical and financial outwardly facing documents, reports and media
- Evolve financial data, reports, and accounting documents into understandable and accurate media to be utilized by bondholders, other governmental entities and the public

**[END OF SCOPE OF SERVICES]**

## 2. INSURANCE REQUIREMENTS, COVERAGES AND LIMITS

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

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

#### A. INSURANCE REQUIREMENTS:

- 1) All insurance shall be from responsible insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies or companies with AM Best ratings lower than A- or a financial size category lower than VII may be approved on a case by case basis. If the insurer does not meet these requirements, THEA retains the right to approve or disapprove the use of the insurer.
- 2) INSURED'S liability policies, other than the Workers' Compensation and Professional Liability, shall provide that THEA, its officials, officers and employees are additional named insureds as to the operations of the INSURED under the agreement.
- 3) INSURED'S liability policies, other than the Workers' Compensation and Professional Liability, shall provide the "Severability of Interest" provision (a/k/a "Separation of Insureds" provision).
- 4) The INSURED'S Certificate of Insurance(s) shall provide THEA as an additional certificate holder for all policies issued.
- 5) The INSURED'S Certificate of Insurance(s) shall state the description of the operations, i.e., "Name of Agreement" between THEA and "Name of Insured" and shall state the Contract Number assigned for the AGREEMENT between THEA and the INSURED.
- 6) The INSURED shall deliver to THEA, within ten (10) days from the receipt of a Notice of Award of the agreement, properly executed Certificate(s) of Insurance on insurance industry standard certificate of insurance form(s) (example: ACORD form) setting forth the insurance coverages and limits required herein. All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 7) Except as otherwise specified in the AGREEMENT, the insurance will commence on or prior to the effective date of the AGREEMENT and will be maintained in force throughout the duration of the AGREEMENT. Three years' completed operations coverage may be required to be maintained on specific commercial general liability policies and/or professional liability policies effective on the date of substantial completion or the termination of the AGREEMENT, whichever is earlier.
- 8) Aggregate Policy Limits on policies required of INSURED shall apply exclusively for the agreement.

- 9) INSURED authorizes THEA to verify its insurance information with its insurance agents, brokers, surety, and insurance carriers. At THEA'S request, INSURED shall provide copies of the policies at no cost to THEA, subject to redaction by the INSURED of any proprietary information.
- 10) All insurance coverages of the INSURED shall be primary to any insurance or self-insurance programs carried by THEA; and any THEA insurance or coverages shall not be contributory to INSURED'S insurance requirements in the agreement.
- 11) The insurance coverages and limits required of the INSURED under the agreement are designed to meet the minimum requirements of THEA. They are not designed as a recommended insurance program for the INSURED. The INSURED alone shall be responsible for the sufficiency of its own insurance program.
- 12) All policies of insurance required herein will be specifically endorsed to require the insurer provide THEA with thirty (30) days notice prior to any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverages required in the agreement, except for the application of the Aggregate Limits Provisions.

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

Tampa-Hillsborough County Expressway, (THEA)

Procurement Manager

1104 East Twiggs St, Suite 300

Tampa, FL 33602

- 13) THEA accepts no responsibility for determining whether the INSURED'S insurance is in full compliance with the insurance required by the AGREEMENT. Neither the approval by THEA nor the failure to disapprove the insurance furnished by the INSURED will relieve the INSURED of their full responsibility to provide the insurance required by the agreement.
- 14) If the INSURED fails to provide or maintain the insurance coverages required in the agreement, THEA may terminate or suspend the agreement, or, at the THEA'S sole discretion, may obtain such coverages and invoice the INSURED and include a 15% administrative cost. If not paid within 45 days, the amount will be deducted from INSURED'S invoice. The decision of THEA to purchase such insurance coverages shall in no way be construed as a waiver of its rights under the agreement.
- 15) INSURED shall fully comply with the insurance requirements of the agreement unless excused in writing by THEA. Any deductible applicable to any claim shall be the responsibility of the INSURED.
- 16) Any liability insurance aggregate limits are to be confirmed in writing by the respective insurance company that to their knowledge, as of the date of the AGREEMENT, there are no pending claims or legal actions against the INSURED, which if resolved in favor of the claimant would impair the insurance company's ability to cover the minimum insurance limits stated herein.

- 17) Current Insurance Service Office (ISO) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to THEA without restrictive endorsement.
- 18) The INSURED will not commence work, use or occupy THEA premises in connection with the AGREEMENT until the required insurance is in force, preliminary evidence of insurance acceptable to THEA has been provided to THEA and THEA has granted permission to the INSURED to commence work or use or occupy the premises in connection with the AGREEMENT.
- 19) Upon request, the INSURED shall promptly make available a certified, true and exact copy of the insurance policy and endorsements issued to the policy and any renewal thereof for THEA'S review and inspection. In the event of cancellation or non-renewal of this insurance, the INSURED agrees to purchase the maximum "extended claims reporting period" permitted under the policy within the time allowed, unless replacement coverage is obtained with retroactive coverage applicable as of the date the INSURED services started under the agreement.
- 20) All insurance minimum coverage limits extend to any subcontractor and the Prime INSURED is responsible for all subcontractors.

**B. INSURANCE COVERAGES and LIMITS:**

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

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

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

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

General Aggregate	\$1,000,000
Per Person	\$1,000,000
Each Occurrence	\$2,000,000

Personal Injury	\$1,000,000
Property Damage	\$1,000,000
Products & Completed Operations	\$1,000,000

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

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

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

- 3) **Business Automobile Liability Insurance** - The minimum limits of Business Automobile Liability Insurance (inclusive of any amount provided by an umbrella or excess policy) covering ownership, maintenance, use, loading and unloading of all its owned, non-owned, leased or hired vehicles are:

Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	\$1,000,000
Bodily Injury & Property Damage Combined	\$1,000,000

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

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

- 5) **Professional Liability Insurance, also known as “Errors and Omissions”**. The minimum limits of Professional Liability Insurance covering all work of the INSURED without any exclusions unless approved in writing by THEA are:

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

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

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

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

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

**[END OF INSURANCE REQUIREMENTS, COVERAGES AND LIMITS]**

