



**REQUEST FOR QUOTES (RFQ)
INSTRUCTIONS AND SUBMITTAL DOCUMENTS**

FOR

**RAILROAD TRACK & SIGNALIZATION
MAINTENANCE AND REPAIR**

RFQ No. O-00618

Dated: June 01, 2018

RESPONSIBLE DEPARTMENT

David May, P.E.
Director of Expressway Operations

PROCUREMENT DEPARTMENT

Man Le, PMP
Procurement Manager
1104 East Twiggs Street, Suite 300
Tampa, Florida 33602
Telephone Number: (813) 272-6740 ext. 135
Email: Man.Le@tampa-xway.com

Note: This document is constructed in three (3) sections. Section A contains the general information and general conditions the Bidder needs to prepare a Bid Package. Section B contains the forms required to be submitted as part of the Bid Package. Section C contains attachments incorporated into the RFQ for general information and reference.

The Bidder should remove Section B and attach it, completed, to its Bid Package.

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**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

ADVERTISEMENT

FOR

REQUEST FOR QUOTES (RFQ)

**RAILROAD TRACK & SIGNALIZATION
MAINTENANCE AND REPAIR**

RFQ No. O-00618

**TAMPA-HILLSBOROUGH EXPRESSWAY AUTHORITY
REQUEST FOR QUOTES (RFQ)
RAILROAD TRACK & SIGNALIZATION MAINTENANCE AND REPAIR
RFQ No. O-00618**

Tampa Hillsborough Expressway Authority (THEA) is soliciting responses from firms interested in providing monthly maintenance inspections of all THEA railroad tracks, switches, crossings and signal equipment by an experienced Federal Railroad Administration qualified inspector including turf and vegetative management of THEA railroad right of ways.

The complete RFQ Instructions and Submittal Documents are available through the DemandStar System (www.demandstar.com) or through an email request to Man.Le@tampa-xway.com. **RESPONDENTS WHO OBTAIN THE RFQ INSTRUCTIONS AND SUBMITTAL DOCUMENTS FROM SOURCES OTHER THAN DEMANDSTAR OR THEA ARE CAUTIONED THAT THE DOCUMENTS MAY BE INCOMPLETE.**

Interested firms shall submit a completed response to THEA, 1104 East Twiggs Street, Suite 300, 3rd Floor, Tampa, Florida 33602. Sealed bids are due by **July 12, 2018, 2:00 p.m.** at which time all bids received will be publicly opened. Firms failing to submit the required documents as outlined within the RFQ Instructions and Submittal Documents may be deemed non-responsive to the RFQ. THEA strongly encourages the solicitation and utilization of SBE firms and requires nondiscrimination on the basis of race, color, sex and national origin in its employment and contracting practices.

Questions concerning this RFQ should be directed by email to Man Le, THEA Procurement Manager at Man.Le@tampa-xway.com.

[END OF ADVERTISEMENT]

To be published June 01, 2018, in the Tampa Bay Times - Hillsborough Edition, the Florida Sentinel and La Gaceta newspapers.

Posting on DemandStar and THEA's website will begin June 01, 2018.

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

SECTION A

GENERAL INFORMATION

AND

GENERAL CONDITIONS

FOR

REQUEST FOR QUOTES

**RAILROAD TRACK & SIGNALIZATION
MAINTENANCE AND REPAIR**

RFQ No. O-00618

SECTION A

GENERAL INFORMATION AND GENERAL CONDITIONS

Section A: General Information and General Conditions

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SECTION A

GENERAL INFORMATION AND GENERAL CONDITIONS

1. GENERAL INFORMATION:

1.1 INSTRUCTIONS TO BIDDERS:

To be considered, responses to this solicitation must be made in accordance with the instructions as contained within this document entitled “**RFQ INSTRUCTIONS AND SUBMITTAL DOCUMENTS.**”

1.2 ATTACHMENTS:

The attachments listed in Section C of this **RFQ INSTRUCTIONS AND SUBMITTAL DOCUMENTS** are by this reference hereby incorporated into and made a part of this RFQ as though fully set forth herein.

1.3 PROCUREMENT PROCESS:

The procurement process that will be utilized for this project will be a Request for Quotes (RFQ). Respondents must demonstrate to THEA that they are fully capable, staffed, and qualified to provide the services required by this RFQ. Fully qualified Respondents (and/or their team assigned to this project) will have the qualifications (knowledge, education, training, expertise and skills), and experience (documentation, successful, and relevant) necessary to meet the requirements of this RFQ. Determination of the Respondent/Bidder/Firm best qualified and experienced to perform the services required through this RFQ will be determined by THEA in its sole opinion.

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 discretion.

THEA contemplates engaging one firm and will commence contract negotiations with the firm submitting the lowest bid. If a satisfactory agreement cannot be negotiated with the lowest bid firm, then negotiations would begin with the next lowest bid firm.

1.4 SCHEDULE OF EVENTS:

The selection process will adhere to the following schedule. All times given are Eastern 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 Bidder shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall be cause for the Bidder's Bid Package to be rejected and disqualified from further consideration.

SCHEDULE OF EVENTS

DATE	DESCRIPTION	LOCATION
June 01, 2018	RFQ Advertisement Published	City of Tampa Vendor list COMTO website DemandStar System Florida Bids Network Florida Sentinel Newspaper La Gaceta Newspaper Hillsborough County Vendor list Tampa Bay Times Newspaper THEA Vendor list & websites
June 14, 2018 at 5:00 pm	Deadline for Bidder's Submission of Questions to THEA	Submit via email to: Man.Le@tampa-xway.com
June 20, 2018	Deadline for THEA to Respond to Bidder's Questions	THEA's response(s), if any, will be made via Demandstar and THEA's website
July 12, 2018 @ 2:00 pm	Deadline for Submitting Bid Package and Bid Opening	Transportation Management Center (TMC) 1104 East Twiggs Street, 3rd floor Tampa, Florida 33602
July 13, 2018	Posting of Notice of Intended Decision to Award Contract	THEA Website & Demandstar
August 27, 2018 @ 1:30 p.m.	Board Approval of Contract Award	THEA ~ TMC
August 28, 2018	Posting of Notice of Board Award of Contract	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) and is also available through a link on the THEA website (www.tampa-xway.com) .

1.6 SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate in a THEA meeting regarding this RFQ, pursuant to the Americans with Disabilities Act, should contact the THEA Procurement Manager in person at 1104 East Twiggs Street, Suite 300, Tampa, Florida 33602 or by telephone at 813-272-6740 ext. 135, or by email at Man.Le@tampa-xway.com at least five (5) business days prior to the scheduled meeting.

1.7 PRE-BID CONFERENCE:

A Pre-Bid Conference will not be scheduled for this project.

1.8 **ELECTRONIC DISTRIBUTION SYSTEM:**

THEA solicitations are issued electronically via DemandStar's eProcurement distribution system (DemandStar Contact Information: Telephone: 800-711-1712 / www.demandstar.com)

Obtaining solicitations through DemandStar ensures Bidders have the following capabilities:

- a) Receipt of RFQ Instructions and Submittal Documents electronically;
- b) Tracking status of the procurement process;
- c) Receiving Letters of Clarification and addenda;
- d) Receiving the results of Bid Tabulations and contract awards;
- e) Viewing drawings, plans and blueprints online.

BIDDERS WHO OBTAIN SOLICITATION DOCUMENTS FROM SOURCES OTHER THAN DEMANDSTAR OR THEA ARE CAUTIONED THE SOLICITATION DOCUMENTS MAY BE INCOMPLETE.

1.9 **REQUEST FOR INTERPRETATION – LETTER OF CLAIRIFICATION / ADDENDUM:**

No substantive interpretation or questions of this solicitation will be made to any Bidder orally. Every request for interpretation or question must be in writing, addressed to THEA, Procurement Manager, Man Le at Man.Le@tampa-xway.com . To be considered, such requests must be received no later than the date and time stated for the **Deadline for Bidder's Submission of Questions to THEA** referenced in Paragraph 1.4, Schedule of Events.

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

Failure of any Bidder to receive any such addendum or interpretation shall not relieve said Bidder from any obligations contained within this RFQ. All Letters of Clarification and Addenda issued shall become part of the RFQ Instructions and Submittal Documents.

1.10 **COMMUNICATIONS:**

Bidders to this RFQ or persons acting on their behalf may not contact members of THEA staff, THEA officers or THEA Board Members, or the consultants representing THEA with this solicitation and project once the advertisement of the solicitation has been published and until the THEA Board has made a final decision regarding the award of a contract.

Any communications regarding this RFQ shall be in writing to THEA, Attention Man Le, Procurement Manager via email at Man.Le@tampa-xway.com .

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

1.11 **EXAMINATION OF PLANS, SPECIFICATIONS AND PROJECT SITE:**

Before preparing a bid, the Bidder is required to examine carefully the site of work, the RFQ Instructions and Submittal Documents, Bid Documents. It will be assumed the Bidder has investigated and is fully informed as to the conditions to be encountered, the character, quality and quantities of work to be performed and the materials to be furnished to complete the work.

Before submitting a Bid, Bidders shall fully inform themselves as to all existing conditions and limitations, and shall include in their Bid a sum to cover the cost of all items prescribed for the "Work" as contained in the RFQ Instructions and Submittal Documents.

1.12 INTERPRETATION OF ESTIMATES:

The quantities listed in the **Scope of Work** are to be considered as approximate and are to be used for the comparison of bids only.

1.13 SUBSTITUTIONS:

Not applicable for this project.

1.14 MODIFICATION AND WITHDRAWAL:

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

Negligence on the part of the Bidder in preparing its Bid Package confers no right of withdrawal or modification after the Bid Package has been opened, at the appointed time and place by THEA. Any such withdrawn Bid Package shall not be resubmitted. Bid Packages will be in force for a period of one hundred twenty (120) days after the opening date.

1.15 DISQUALIFICATION AND CANCELLATION OF THIS SOLICITATION:

THEA reserves the right to disqualify bids before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

Bids considered irregular may be rejected or the irregularity(s) waived, at the sole option of THEA, if they show omissions, alterations of form, additions not called for, conditions or unauthorized alternate bids, or irregularities of any kind.

In determining whether a Bidder is responsive, THEA will determine if the bid substantially conforms with the requirements, specifications, and terms and conditions set forth in the RFQ Instructions and Submittal Documents by considering, including, but not limited to:

- a) Whether all required information is included in the Bid Package
- b) Whether all documents are properly signed

1.16 WAIVER OF IRREGULARITIES:

THEA reserves the right to waive as informalities any irregularities contained in any Bid 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 Bidders. Minor irregularities are defined as those that will not have an adverse effect on THEA's interest and will not give a Bidder an advantage or benefit not enjoyed by other Bidders.

1.17 BINDING OFFER:

Bidder's Bid Packages will be considered a binding offer to perform the required services, assuming all terms are negotiated satisfactorily. The submission of a bid package shall be taken as prima facie evidence that the Bidder has familiarized itself with the contents of this RFQ.

1.18 COST OF PREPARATION:

The cost of preparing a Bid Package to this RFQ shall be borne entirely by the Bidder.

1.19 **DELIVERY OF BID PACKAGE:**

The deadline for delivery of Bidder's Bid Package is no later than the date and time stated for the **Deadline for Submitting Bid Package and Bid Opening** referenced in Paragraph 1.4, Schedule of Events.

The delivery of Bidder's Bid Package to THEA prior to the deadline is solely and strictly the responsibility of the Bidder. All Bid Packages are to be delivered to the location stated for the **Deadline for Submitting Bid Package and Bid Opening** referenced in Paragraph 1.4, Schedule of Events.

All Bid Packages must be submitted in an opaque sealed envelope having the outside marked with the name of the Bidder, Bidder's address, the title of the project and project number for which the bid is submitted and the date of the bid submittal deadline. Failure to comply with the instructions set forth within the RFQ Instructions and Submittal Documents will be cause for rejection, at the sole option of THEA.

1.20 **OPENING OF BIDS:**

Sealed bids will be received and opened on the date and time and at the location specified for the **Deadline for Submitting Bid Package and Bid Opening** referenced in Paragraph 1.4, Schedule of Events.

Bidders or their authorized agents are **not required** to attend the Bid Opening; however all meetings are open to the public.

1.21 **BID EVALUATION:**

Award of the contract will be made to the lowest, responsive and responsible bidder, as determined by THEA, in its sole and absolute discretion, considering all relevant facts and information.

1.22 **AWARD OF CONTRACT:**

The award of the contract, if made, will be within one hundred and twenty (120) days after the opening of the Bid Packages.

1.23 **SOLICITATION RESULTS:**

Preliminary bid results, (i.e., Bid Tabulation) will be made available on the date, time and at the location as specified for the **Posting of Bid Tabulations** referenced in Paragraph 1.4, Schedule of Events.

Final results will be available within 48 hours after THEA's Board meets to approve award of the Contract on the date, time and at the location as specified for the **Posting of Notice for Board Award of Contract** referenced in Paragraph 1.4, Schedule of Events.

2. GENERAL CONDITIONS:

2.1 MINIMUM QUALIFICATIONS OF CONTRACTOR:

- a. FRA Qualified Track Inspector – Respondent must provide a Federal Railroad Administration (FRA) qualified track inspector. “Qualified” track inspector means meeting the requirements of 49 CFR 213.7.
 1. State the name of the individual proposed to fulfill the duties of Track Maintenance Inspector.
 2. State the name of the employer of the proposed Track Maintenance Inspector.
 3. Attach documentation of proposed Track Maintenance Inspector’s qualification with the FRA. Reference the requirements of 49 CFR 213.7.
- b. Respondent must be certified to work on CSX railroad tracks.

2.2 AVAILABILITY OF PERSONNEL:

Personnel described in the Bid 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 Bidder and not employees or agents of THEA.

2.3 PROJECT MANAGER:

The Bidder shall designate from its staff a fulltime, qualified Project Manager having at least 5 years of experience in performing and/or administering similar types of work as this project. The Project Manager shall be the single point of contact as liaison with THEA during the procurement process and during performance of the project.

The Project Manager shall be the responsible person in charge of coordinating day to day work activities on task assignments, preparing the itemized task order estimates, schedules, payment applications, directing Consultants 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.

2.4 CONTRACT:

The selected Bidder shall enter a Contract with THEA for this RFQ with the terms and conditions as specified within this RFQ Instructions and Submittal Document.

2.5 CONTRACT DURATION:

The contract duration will be for a three (3) year term beginning July 1, 2018, with two (2) one-year renewal options.

The contract will have a thirty (30) day termination clause allowing for termination at the convenience of the THEA.

2.6 CONTRACT ASSIGNMENT:

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

2.7 NON-EXCLUSIVITY OF CONTRACT:

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

2.8 COMPLIANCE:

THEA has the right to reject the bid or annul the award in the event the bid does not comply with any of the requirements outlined herein.

2.9 OWNERSHIP OF DOCUMENTS:

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

2.10 JOINT VENTURES:

Joint Ventures are not applicable to this project.

2.11 INTERPRETATION OF BID DOCUMENTS:

When conflicting criteria arises as to the interpretation of overlapping permits, regulations, specifications or any of the bid documents, the most stringent interpretation will govern unless modified in writing by THEA.

2.12 BID ALTERNATES:

THEA reserves the right in its sole determination to select or dismiss any Bid Alternate for inclusion in the Contract Award.

2.13 PUBLIC RECORDS LAW:

In accordance with *Florida Statutes*, Chapter 119, and, except as may be provided by other applicable State and Federal Laws, all Bidders should be aware that this RFQ and all the responses thereto are in the public domain and are available for public inspection. The Bidders are requested, however, to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exemption law.

All proposals received in response to this RFQ will become the property of THEA and will not be returned.

2.14 INDEMNIFICATION:

The selected Bidder, as part of its Contract with THEA, shall be required to indemnify and hold harmless THEA, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Bidder and persons employed or utilized by the Bidder in the performance of the construction contract.

2.15 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, subcontractor, or consultant 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 RFQ must include a current sworn statement pursuant to Section 287.133 (1) *Florida Statutes*, on public entity crimes. A copy of the required **PUBLIC ENTITY CRIMES STATEMENT** is contained in Section B, as **FORM 3**.

THEA may make inquiries regarding alleged convictions or public entity crimes. The failure of the Bidder 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.

2.16 SMALL BUSINESS ENTERPRISE (SBE) POLICY:

THEA's Small Business Enterprise (SBE) Policy requires nondiscrimination on the basis of race, color, national origin, and gender in its employment and contracting practices and encourages the solicitation and utilization of SBE's.

2.16.1 SBE Policy:

Businesses contracting with THEA must have or adopt a similar non-discrimination policy. A copy of THEA's SBE policy is available upon request. THEA strongly encourages the solicitation and utilization of SBE firms to the greatest extent possible on THEA projects.

2.16.2 SBE EQUAL OPPORTUNITY REPORTING SYSTEM:

The successful Bidder entering into a Contract with THEA will be required to report monthly to THEA actual payments, minority status, and the work type of all subcontractors and suppliers. All SBE payments must be reported whether or not the Prime Contractor initially planned to utilize the company. Each month the Prime Contractor must report actual payments to all SBE subcontractors and suppliers.

2.17 INSURANCE REQUIREMENTS:

For the term of this project and Contract, the selected Bidder shall procure and maintain insurances of the types and limits specified in **ATTACHMENT 1, INSURANCE REQUIREMENTS, COVERAGES AND LIMITS**.

2.18 BID SECURITY:

A Bid Security is not required for this solicitation.

2.19 CONFLICTS OF INTEREST:

The Bidder shall state if it represents clients that may present conflicts or potential conflicts with representation of THEA. Bidder shall provide a list of any potential conflicts by description. Bidder need not identify a particular client. If conflicts are listed, the Bidder shall address how these conflicts will be resolved. A copy of the required **CONFLICTS OF INTEREST STATEMENT** is contained in Section B as **FORM 4**.

2.20 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, 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, 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.

Bidders 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*, 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 Bidder/Consultant is found to have submitted a false statement or if Bidder/Consultant 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*, or becomes engaged in business operations in Cuba or Syria.

Bidders are required to complete and submit the Certification Regarding Scrutinized Companies Lists with its Response Submittal Package. A copy of the required **CERTIFICATION REGARDING SECURITIZED COMPANIES LIST** is contained in Section B as **FORM 5**.

2.21 E-VERIFY SYSTEM:

Pursuant to the State of Florida, Office of the Governor, Executive Order Number 11-116, Verification of Employment Status, the selected firm entering a contract for this RFQ shall utilize the U.S. Department of Homeland Security's E-Verify System (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 selected firm during the term of the resulting Contract from this solicitation.

The selected firm entering a contract for this RFQ shall also require sub-contractor(s) performing work or providing services during the term of the resulting Contract from this solicitation to utilize the U.S. Department of Homeland Security's E-Verify System (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 subcontractor during the term of the resulting Contract from this solicitation.

The selected firm shall provide proof of registration in the E-Verify system to THEA upon execution of a Contract.

2.22 USE OF OTHER GOVERNMENTAL CONTRACTS:

THEA reserves the right to utilize applicable contracts made available by the State and Federal Government or other governmental entities which were procured under competitive solicitation for any items covered by this specification when the use of same is in the best interest of THEA. (Reference Sections 69-1112 and 69-1119, *Laws of Florida*).

Additionally, the submission of Bid Package to this RFQ constitutes a response under the same terms and conditions, and for the same effective period, to all governmental entities.

Any State, Federal or other governmental entity may elect to utilize the selected Bidder under this RFQ at their option. All State, Federal and other governmental entities will negotiate their own agreement and coordinate the requirements with the successful Bidder. THEA will not be responsible for any transactions between the successful Bidder and any other State, Federal or other governmental entities that may elect to utilize this the selected Bidder's Bid Package. As a condition of using the successful Bidder(s) from this RFQ, the Governmental Entity and Bidder(s) shall hold THEA harmless from any claims or lawsuits that may arise.

2.23 NOTICE OF PROTEST:

2.23.1 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 \$5,000.00, 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 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.

2.23.2 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 \$5,000.00, 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 2.26.1 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.

2.24 BID PACKAGE REVIEW:

To assist Bidders in preparing and submitting a complete Bid Package, a checklist is included for Bidder's use.

The **BIDDER'S BID PACKAGE REVIEW CHECKLIST** is contained in Section B as **FORM 6**.

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

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

SECTION B

REQUIRED FORMS

FOR

REQUEST FOR QUOTES

**RAILROAD TRACK & SIGNALIZATION
MAINTENANCE AND REPAIR**

RFQ No. O-00618

SECTION B
REQUIRED FORMS

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

- FORM 1: Declaration of Respondent
- FORM 2: Bid Proposal Form
- FORM 3: Public Entity Crimes Statement
- FORM 4: Conflicts of Interest Statement
- FORM 5: Certification Regarding Scrutinized Companies Lists
- FORM 6: Bidder's Bid Package Review Checklist (*For Bidder's use, not required to be included in Bidder's Bid Package.*)

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

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

FORM 1 – DECLARATION OF RESPONDENT

FOR

REQUEST FOR QUOTES

**RAILROAD TRACK & SIGNALIZATION
MAINTENANCE AND REPAIR**

RFQ No. O-00618

DECLARATION OF RESPONDENT

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

4. State the name of the individual proposed to fulfill the duties of Track Maintenance Inspector: _____
5. State the name of the employer of the proposal Track Maintenance Inspector: _____
6. Attach documentation of proposed Track Maintenance Inspector's qualification with the FRA. Reference the requirements of 49 CFR 213.7.
7. Our primary business address is: _____
8. Our present business phone number is: _____
9. Our present e-mail address is: _____
10. 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 work, including the specific individuals named in the its proposal and the specific key personnel named in its proposal shall remain assigned for the duration of the project, unless otherwise agreed to in writing by the THEA.
- (7) By submitting this response, Respondent accepts and acknowledges that Respondent can comply with all terms and conditions set forth in the solicitation including, without limitation, the insurance 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)

Firm 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 Contractor'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 Contractor. Said affidavit shall be attached to this Declaration of Respondent.

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

FORM 2 - BID PROPOSAL FORM

FOR

REQUEST FOR QUOTES

**RAILROAD TRACK & SIGNALIZATION
MAINTENANCE AND REPAIR**

RFQ No. O-00618

BID PROPOSAL FORM
(Print this page on Bidder's Letterhead)

Date: _____

TAMPA-HILLSBOROUGH EXPRESSWAY AUTHORITY (THEA)

Attention: Contracts and Procurement Manager
 1104 East Twiggs Street, Suite 300
 Tampa, FL 33602

Subject: Railroad Track and Signalization Maintenance and Repair
 THEA Project No. O-00618

Dear THEA:

Having carefully examined the Instructions to Bidders of the above subject Project, as well as the premises and the conditions affecting the work, the undersigned proposes to furnish all labor and materials called for by them and equipment necessary and to accomplish the entire work within the time period indicated in accordance with the said documents for the prices presented in the price schedules included in this Bid Proposal Form.

This bid form includes the following:

MAINTENANCE SERVICES:

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMOUNT</u>
Track Maintenance (Monthly Inspection)	EA	12	\$ _____	\$ _____
Signal Maintenance (Monthly Inspection)	EA	12	\$ _____	\$ _____
Replace the following:				
Ped crossing arm	EA	2	\$ _____	\$ _____
Crossing arm	EA	3	\$ _____	\$ _____
Cross ties	EA	200	\$ _____	\$ _____
Feet of track	FT	50	\$ _____	\$ _____
Batteries	EA	6	\$ _____	\$ _____

TOTAL MAINTENANCE PRICE \$ _____

TOTAL PROPOSAL PRICE \$ _____

WRITTEN AMOUNT: _____ **DOLLARS**

AND _____ **CENTS**
[REMAINDER]

HOURLY RATES FOR SIGNAL MAINTENANCE AND REPAIR

1. Single Technician with Service Truck & Tools:

a. Straight Time Per Hour: \$ _____

b. Overtime Rate Per Hour: \$ _____

c. Holiday Rate per Hour: \$ _____

2. Additional Technician:

a. Straight Time Per Hour: \$ _____

b. Overtime Rate Per Hour: \$ _____

c. Holiday Rate per Hour: \$ _____

NOTE: All parts will be invoiced on a “Cost Plus” basis. All additional labor, delivery or equipment costs (crane, backhoe, delivery truck, etc.) are to be based upon the current railroad maintenance labor and equipment hourly rate sheet for the calendar year.

The undersigned understands that the quantities in the Scope of Work are approximate only, and agrees that THEA reserves the right to increase or diminish, or to omit entirely any of the quantities of items as therein stated without claim for damages for loss of anticipated profit, and that payment shall be made only for work actually performed. In the event that a discrepancy or error exists between the unit prices bid and the extended amount THEA reserves the right to correct the mathematical errors. However, the unit price will prevail as the Contractor's bid and will not be corrected.

The undersigned Bidder agrees to keep this offer open for acceptance for One Hundred Twenty (120) days after date of opening of bids. The undersigned Bidder acknowledges that it has received, considered and included the changes identified in the Addenda issued for this solicitation in its Bid Package. (Note that all other items, conditions, specifications and drawings included in the RFQ Instructions and Submittal Documents not specifically changed by Addendum remain unchanged.)

The undersigned Bidder acknowledges that it has read, and understands, THEA's SBE Policy. Attached with the Contractor's bid is a completed "Anticipated SBE Participation Statement" which Contractor attests to be its action plan for including Small Business Enterprise Firms on this Contract to meet THEA's SBE Policy.

The signer of this Bid Proposal Form, as Bidder, hereby declares that the only person, persons, company or parties interested in this Bid as principals are named herein, that this Bid is made without connection with any other person, persons, company or parties submitting a Bid; and that it is in all respects fair and in good faith, without collusion or fraud.

Sworn statement pursuant to Section 287.133, *Florida Statutes*, on Public Entity Crimes is attached hereto. The undersigned Bidder agrees that the submission of any response to this RFQ constitutes a response under the same terms and conditions, and for the same effective period, to all governmental entities that may elect to utilize the Bidder selected under this RFQ at their option by negotiating their own agreement and coordinating the requirements with the successful Bidder pursuant to Sections 69-1112 and 69-1119, *Laws of Florida*.

The undersigned Bidder further agrees THEA will not be responsible for any transactions between the successful Bidder and any other State, Federal or other governmental entity that may elect to utilize this Bid. All terms, prices and conditions will apply between the Bidder and any other governmental entity utilizing this Bid. As a condition of using the successful Bidder from this RFQ, the Governmental Entity and Bidder shall hold the THEA harmless from any claims or lawsuits that may arise.

BY: _____
SIGNATURE (Signature Printed or Typed)

(Typed or Printed Name of Company) Title

(Address of Company) State of Incorporation

(Address of Company) (Corporate Seal)

(Company Telephone Number)

NOTE: If Bidder is a corporation, indicate the State of Incorporation under the signature; and if a partnership, give full name of all parties.

[END OF FORM 1 - BID PROPOSAL FORM]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 3 - PUBLIC ENTITY CRIMES
STATEMENT**

FOR

REQUEST FOR QUOTES

**RAILROAD TRACK & SIGNALIZATION
MAINTENANCE AND REPAIR**

RFQ No. O-00618

_____ 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

Date

State of _____
County of _____

PERSONNALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature in
[Name of individual signing]

the space provided above on this _____ day of _____, 20_____.

Notary Public My commission expires: _____

[Notary Seal]

[END OF FORM 3 – PUBLIC ENTITY CRIMES STATEMENT]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 4 - CONFLICTS OF INTEREST
STATEMENT**

FOR

REQUEST FOR QUOTES

**RAILROAD TRACK & SIGNALIZATION
MAINTENANCE AND REPAIR**

RFQ No. O-00618

CONFLICTS OF INTEREST STATEMENT

Check one of the boxes below:

- To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this solicitation and project.

OR

- The undersigned firm, 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.

BIDDER:

By: _____
(AUTHORIZED SIGNATURE)

(Printed Name of Signer)

Title of Signer)

(Date Signed)

[END OF FORM 4 – CONFLICTS OF INTEREST STATEMENT]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 5 - CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

FOR

REQUEST FOR QUOTES

**RAILROAD TRACK & SIGNALIZATION
MAINTENANCE AND REPAIR**

RFQ No. O-00618

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

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

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector 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.

Respondent / Bidder
Name: _____

Respondent /Bidder 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 "Respondent/Bidder".

I hereby certify and affirm that the company listed above as the "Respondent/Bidder" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to *Florida Statute* Section 215.473, or engaged in business operations in Cuba or Syria.

I understand pursuant to *Florida Statute*, Section 287.135, the submission of a false certification may subject the Respondent/Bidder to civil penalties, attorney's fees and/or costs.

RESPONDENT/BIDDER:

By: _____
(Authorized Signature)

(Printed Name of Signer)

(Title of Signer)

(Date Signed)

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

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 6 – BIDDER’S BID PACKAGE REVIEW
CHECKLIST**

FOR

REQUEST FOR QUOTES

**RAILROAD TRACK & SIGNALIZATION
MAINTENANCE AND REPAIR**

RFQ No. O-00618

BIDDER'S BID PACKAGE REVIEW CHECKLIST

1. Bidder's may use this Checklist for reference in preparing and submitting a complete Bid Package.

_____ Bid Package submitted in an opaque sealed envelope having the outside marked with the name of the Bidder, Bidder's address, the title of the project and project number for which the bid is submitted and the date of the bid submittal deadline.

_____ FORM 1: Declaration of Respondent

_____ FORM 2: Bid Proposal Form

_____ FORM 3: Public Entity Crimes Statement

_____ FORM 4: Conflicts of Interest Statement

_____ FORM 5: Certification Regarding Scrutinized Companies Lists

_____ FORM 6: Bidder's Bid Package Review Checklist (***For Bidder's use, not required to be included in Bidder's Bid Package.***)

[END OF FORM 6 - BIDDER'S BID PACKAGE REVIEW CHECKLIST]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

SECTION C

ATTACHMENTS

FOR

REQUEST FOR QUOTES

**RAILROAD TRACK & SIGNALIZATION
MAINTENANCE AND REPAIR**

RFQ No. O-00618

SECTION C
ATTACHMENTS

1. Insurance Requirements, Coverages and Limits
2. Scope of Work
3. Letters of Clarification (when issued)
4. Addenda (when issued)
5. Maintenance Limits

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**ATTACHMENT 1 – INSURANCE
REQUIREMENTS, COVERAGES
and LIMITS**

FOR

REQUEST FOR QUOTES

**RAILROAD TRACK & SIGNALIZATION
MAINTENANCE AND REPAIR**

RFQ No. O-00618

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

Consultants, Contractors and Vendors conducting business with the Tampa-Hillsborough County Expressway Authority are required to maintain adequate insurance coverage and provide insurance certification to the AUTHORITY.

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, the Authority retains the right to approve or disapprove the use of the insurer.
- 2) CONSULTANT / CONTRACTOR / VENDOR (hereinafter referred to as "CONSULTANT") liability policies, other than the Workers' Compensation and Professional Liability, shall provide that the TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY, ("AUTHORITY"), its officials, officers and employees are additional named insureds as to the operations of the CONSULTANT under this AGREEMENT and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insureds" provision).
- 3) The CONSULTANT'S Certificate of Insurance(s) shall provide the Tampa-Hillsborough County Expressway Authority as an additional certificate holder for all policies issued.
- 4) The CONSULTANT shall deliver to the AUTHORITY, within ten (10) days from the receipt of a Notice of Award of this 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.
- 5) 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.
- 6) Aggregate Policy Limits on policies required of CONSULTANT shall apply exclusively for this AGREEMENT.
- 7) CONSULTANT authorizes the AUTHORITY to verify its insurance information with its insurance agents, brokers, surety, and insurance carriers. At the AUTHORITY'S request, CONSULTANT shall provide copies of the policies at no cost to the AUTHORITY, subject to redaction by the CONSULTANT of any proprietary information.
- 8) All insurance coverages of the CONSULTANT shall be primary to any insurance or self-insurance programs carried by the AUTHORITY; and any AUTHORITY insurance or coverages shall not be contributory to CONSULTANT'S insurance requirements in this AGREEMENT.
- 9) The insurance coverages and limits required of the CONSULTANT under this AGREEMENT are designed to meet the minimum requirements of the AUTHORITY. They are not designed as a recommended insurance program for the CONSULTANT. The CONSULTANT alone shall be responsible for the sufficiency of its own insurance program.

- 10) All policies of insurance required herein will be specifically endorsed to require the insurer provide the AUTHORITY 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 this 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 Authority
Contracts & Procurement Manager
1104 East Twiggs St, Suite 300
Tampa, FL 33602

- 11) The AUTHORITY accepts no responsibility for determining whether the CONSULTANT'S insurance is in full compliance with the insurance required by the AGREEMENT. Neither the approval by the AUTHORITY nor the failure to disapprove the insurance furnished by the CONSULTANT will relieve the CONSULTANT of their full responsibility to provide the insurance required by this AGREEMENT.
- 12) If the CONSULTANT fails to provide or maintain the insurance coverages required in this AGREEMENT, the AUTHORITY may terminate or suspend this AGREEMENT, or, at the AUTHORITY'S sole discretion, may obtain such coverages and invoice the CONSULTANT and include a 15% administrative cost. If not paid within 45 days, the amount will be deducted from CONSULTANT'S invoice. The decision of the AUTHORITY to purchase such insurance coverages shall in no way be construed as a waiver of its rights under this AGREEMENT.
- 13) CONSULTANT shall fully comply with the insurance requirements of this AGREEMENT unless excused in writing by the AUTHORITY. Any deductible applicable to any claim shall be the responsibility of the CONSULTANT.
- 14) 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 CONSULTANT, which if resolved in favor of the claimant would impair the insurance company's ability to cover the minimum insurance limits stated herein.
- 15) 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 the AUTHORITY without restrictive endorsement.
- 16) The CONSULTANT will not commence work, use or occupy AUTHORITY premises in connection with the AGREEMENT until the required insurance is in force, preliminary evidence of insurance acceptable to the AUTHORITY has been provided to the AUTHORITY and the AUTHORITY has granted permission to the CONSULTANT to commence work or use or occupy the premises in connection with the AGREEMENT.
- 17) Upon request, the CONSULTANT 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 the AUTHORITY'S review and inspection. In the event of cancellation or non-renewal of this insurance, the CONSULTANT 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 CONSULTANT services started under this AGREEMENT.
- 18) All insurance minimum coverage limits extend to any subcontractor and the Prime CONSULTANT is responsible for all subcontractors.

B. INSURANCE COVERAGES and LIMITS:

For the term of this AGREEMENT the CONSULTANT 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	\$1,000,000.00
Disease – Policy Limit	\$1,000,000.00
Disease - Each Employee	\$1,000,000.00

- 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:

Bodily Injury & Property Damage Liability	
Combined Single Limit Each Occurrence	\$3,000,000.00
Aggregate	\$3,000,000.00

The General Aggregate Limit must be specifically applicable to this AGREEMENT.

Products & Completed Operations coverage to be maintained for three (3) years after final completion and acceptance of the work by THEA.

- 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	
Limit Each Accident	\$1,000,000.00
Property Damage Liability	
Limit Each Accident	\$1,000,000.00

or

Bodily Injury & Property Damage Liability	
Combined Single Limit	\$1,000,000.00

- 4) **Professional Liability Insurance. (Not required for Construction Contractors on construction projects)** The minimum limits of Professional Liability Insurance covering all work of the CONSULTANT without any exclusions unless approved in writing by the AUTHORITY are:

Each Occurrence	\$2,000,000.00
Aggregate	\$2,000,000.00

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

[END OF ATTACHMENT 2 - INSURANCE REQUIREMENTS, COVERAGES & LIMITS]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

ATTACHMENT 2 ~ SCOPE OF WORK

FOR

REQUEST FOR QUOTES

**RAILROAD TRACK & SIGNALIZATION
MAINTENANCE AND REPAIR**

RFQ No. O-00618

SCOPE OF WORK

1. OBJECTIVE:

Contractor to perform monthly maintenance inspections and repairs of all Tampa-Hillsborough County Expressway Authority (THEA) railroad tracks, switches, crossings and signal equipment by an experienced Federal Railroad Administration (FRA) qualified inspector including turf and vegetative management of THEA railroad right of ways.

1.1 TRACK MAINTENANCE:

1.1.1 Furnish a FRA qualified inspector to perform a monthly walking inspection of the THEA owned track starting at the CSX ownership point, (150 feet from the mainline point of switch), to the end of THEA ownership and responsibility, (just south of the Jackson Street railroad crossing). "Qualified" inspector means meeting the requirements of 49 CFR 213.7.

There is approximately 3,360 linear feet of railroad track. (Contractor is responsible to verify exact limits of THEA owned railroad track.)

1.1.2 PRICE IS LUMP SUM PER MONTH.

1.2 SIGNAL SERVICE MAINTENANCE:

1.2.1 Furnish one signal technician with service truck and tools to perform preventative maintenance per FRA requirements (Reference 49 CFR Part 213) for three (3) railroad crossings adjacent to Meridian Avenue in Tampa, Hillsborough County, Florida.

The three (3) railroad crossings are:

- a. Twiggs Street
- b. Kennedy Boulevard
- c. Jackson Street

1.2.3 PRICE IS ESTIMATED COST PER MONTH.

1.3 HOURLY RATES FOR SIGNAL MAINTENANCE AND REPAIR:

1.3.1 Signal Technician with Service Truck & Tools:

- a. Straight Time per Hour
- b. Overtime per Hour
- c. Holiday per Hour

1.3.2 Additional Technician (If required for extensive repairs):

- a. Straight Time Per Hour
- b. Overtime per Hour
- c. Holiday Time Per Hour

Use of an additional technician must be **pre-approved** by THEA before work is performed.

1.4 CRITERIA AND GENERAL REQUIREMENTS:

1.4.1 The Contractor shall be responsible to allocate adequate managerial staff to thoroughly inspect and review work completed by themselves, as well as their Sub-contractors. The Contractor shall also be responsible for complete and accurate reporting of the work activities regardless of who performed the task; such that the Contractor may not

rely on others to stipulate that Work has been properly performed prior to reporting. All reports and logs shall be submitted electronically to THEA and hard copy documents submitted as detailed herein. All reports and logs shall be combined and submitted in one (1) electronic file separated by worksheets.

- 1.4.2 **ADDITIONAL WORK:** Additional work may be authorized as a Task Order by THEA or an authorized representative of THEA that is not included in the Scope of Services. The Contractor application of unit costs from Bid Proposal Form; Contractor quote for work not contained on Bid Proposal Form and accepted by THEA; or actual cost plus administrative and management fee as stipulated in Section 4-3.2.1 of Florida Department of Transportation Standard Specifications.
- 1.4.3 **SAFTEY:** Contractor shall exercise proper health and safety measures to insure safety for the traveling public, THEA employees, Contractor employees, and Sub-contractor employees.
- 1.4.4 **EMERGENCY CONTACTS:** Contractor shall submit to THEA a list of emergency contact personnel within ten (10) days of execution of the Contract. This list shall include cell phone numbers, office phone numbers and office location of each contact, including shift times of personnel. At a minimum, the Contractor's managers and foremen shall have some type of smartphone device.
- 1.4.5 **SUB-CONTRACTORS:** The Contractor shall obtain prior approval for all Sub-contractors utilized on the project. Sub-contractors not approved by THEA shall be removed from the right-of-way and any subsequent penalties for non-completion by the Contractor of required tasks shall be assessed.
- 1.4.6 **LANE CLOSURES:** The Contractor will comply with THEA and local agency lane closure restrictions/requirements. In some locations this may require the work to be performed at night and/or weekends. No lane closures will be allowed within the Work area weekdays from 6:00 AM to 10:00 AM and from 3:30 PM to 7:30 PM, unless approved in writing by the Designated THEA Representative a minimum of 72-hours (not including weekends and holidays) in advance, or in an emergency situation. A Maintenance of Traffic (MOT) plan will be required in advance of lane closures for THEA's review and approval.

Actual lane closure restrictions will be determined on a case-by-case basis and may need to be modified for special events (e.g. events held at the Amalie Arena, Gasparilla events, etc.).

The Contractor shall contact THEA within one-quarter (1/4) hour regarding all emergency lane closures. THEA shall be given the cause and duration of all emergency lane closures.

The Contractor shall keep the number of lane closures to an absolute minimum and shall keep each closure to the shortest time duration possible. Alternating lane closures will not be considered. No consecutive exit or entrance ramps may be closed unless expressly approved by THEA. THEA has the absolute authority to deny a lane closure by the Contractor.

1.5 PRICE PROPOSAL AND MAINTENANCE LIMITS:

- 1.5.1 All regular inspections and testing will be performed by a single technician. **Prior** approval by THEA will be required for any repairs or testing that requires another technician.

1.5.2 All work performed will be invoiced at actual time of job plus one (1) hour travel to the job and one (1) hour travel to return to base.

1.5.3 All additional labor, delivery or equipment costs (crane, backhoe, delivery truck, etc.) are to be based upon the current railroad maintenance labor and equipment hourly rate sheet for the calendar year. Contractor shall submit no later than January 15th of each calendar year, its Railroad Maintenance Labor and Equipment Hourly Rate Sheet for that respective calendar year.

Labor rates shall include Social Security, insurance, safety training, fringe benefits and taxes. Payment shall be based on the completion of all work per the Scope of Work and the Task Order Authorization issued for such work on a monthly basis. An "hour" equals sixty (60) minutes and payment shall be made at the lowest unit price for the actual time worked.

Lump Sum Pay Items shall include all costs associated with the work including all necessary material, delivery, installation, labor, equipment, consumable supplies, insurance, overhead, profit and applicable taxes for completion of the work. Payment shall be based on the completion of all work per the Scope of Work on a monthly basis. Payment shall be full compensation for all labor, material and equipment necessary to complete the item.

1.6 MAINTENANCE LIMITS:

THEA Maintenance Limits that are to be maintained by the Contractor are attached as **ATTACHMENT 5, MAINTENANCE LIMITS.**

Note: For informational purposes only, Previous Task Orders to this project for 2017, in addition to monthly service fees, have included (but not limited to) the following:

- Additional track maintenance to correct weakening areas of track = \$17,905
- Railroad tie replacement = \$17,858
- Replacement of battery bank at RR signal = \$3,897
- Correct Open Gage = \$4,904
- Maintenance due to down gate = \$484
- Maintenance due to hurricane = \$3,637
- RR signal repair = \$791
- Signal battery bank replacement = \$6,135
- RR track repairs = \$5,117
- Battery replacement signal maintainer = \$2,397
- Replaced signal = \$570
- Other miscellaneous services as needed = \$2,000

TOTAL TASK ORDERS FOR 2017 = \$65,695

[END OF SCOPE OF WORK]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**ATTACHMENT 3 – LETTERS OF
CLARIFICATION**

FOR

REQUEST FOR QUOTES

**RAILROAD TRACK & SIGNALIZATION
MAINTENANCE AND REPAIR**

RFQ No. O-00618

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

ATTACHMENT 4 – ADDENDA

FOR

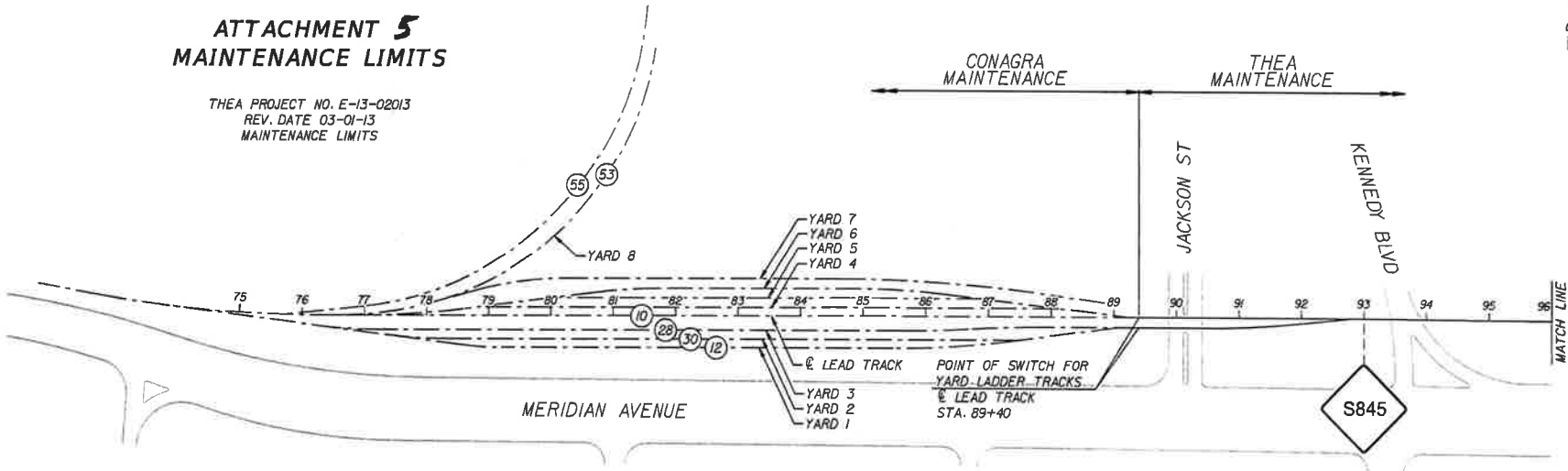
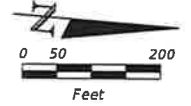
REQUEST FOR QUOTES

**RAILROAD TRACK & SIGNALIZATION
MAINTENANCE AND REPAIR**

RFQ No. O-00618

ATTACHMENT 5 MAINTENANCE LIMITS

THEA PROJECT NO. E-13-02013
REV. DATE 03-01-13
MAINTENANCE LIMITS



— FINAL TRACK CONFIGURATION - THEA MAINTENANCE
- - - FINAL TRACK CONFIGURATION - CONAGRA MAINTENANCE
--- EXISTING TRACK CONFIGURATION - CTX MAINTENANCE

⊛ EXISTING TRACK NUMBER
POS POINT OF SWITCH

