



**LETTER OF INTEREST (LOI) O-00219**

**PROFESSION ENGINEERING SERVICES**

**for**

**MISCELLANEOUS ELECTRICAL DESIGN SERVICES**

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*LOI Issue Date: 2/08/19*

*LOI Response Due Date: 3/14/19*

**RESPONSIBLE DEPARTMENT**

David May, P.E.  
Director of Expressway Operations

**PROCUREMENT DEPARTMENT**

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TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
<b>I. SCOPE OF SERVICES</b> .....	3
<b>II. INSTRUCTIONS TO FIRMS</b> .....	7
<b>III. QUALIFICATIONS:</b> .....	8
<b>IV. SELECTION PROCESS</b> .....	9
<b>V. TIMETABLE</b> .....	10
<b>VI. SELECTION AWARD</b> .....	10
<b>VII. TERMS AND CONDITIONS</b> .....	10
<b>VIII. STATEMENT ON PUBLIC ENTITY CRIMES</b> .....	11
<b>IX. DRUG-FREE WORKPLACE</b> .....	11
<b>EXHIBIT A</b> .....	12
<b>EXHIBIT B</b> .....	14

## **I. SCOPE OF SERVICES**

### **Project Name: Miscellaneous Electrical Design Services**

#### **PURPOSE**

The Tampa Hillsborough Expressway Authority (the “Authority”) desires to issue a Letter of Interest (LOI) to provide miscellaneous electrical design services and plans development to the Authority on an as-needed basis.

The Authority contemplates engaging one or more firms under a “continuing contract” as defined by the Florida Competitive Consultants Negotiation Act, Florida Statutes 287.055(2)(g), and in accordance with the Authority’s Procurement Policy to perform miscellaneous electrical design services. The successful respondent(s) and their team(s) shall have proven experience in ITS, Toll Systems, Signalization, Lighting, and Building/Facilities. The successful consultant firm(s) and their team(s) will have professionals for the broad range of disciplines and expertise (i.e. electrical engineer, architects, civil engineer, structural engineer, traffic engineer, mechanical engineer, etc.) as may be needed for performing the services. Respondent(s) and/or their team(s) shall be prequalified with FDOT in applicable work groups per Rule 14-75.

The primary goal of this LOI is to select the best qualified firm(s) to assist the Authority with the development of electrical plans that meet Florida Department of Transportation (FDOT) and American Association of State of Highway Transportation Officials (AASHTO) standards and other local, state and federal regulations.

The general objective is for the firm to prepare a set of conceptual documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with the Authority and FDOT policy, procedures and requirements. These documents will be provided for advertising and solicitation for bids for the furnishing and installation of electrical products and equipment. Where appropriate, products and equipment shall be identified on the Florida Department of Transportation (FDOT) Approved Products List.

The firm shall demonstrate good project management practices while working on this project. These include communication with the Authority and others as necessary, management of time and resources, and documentation. The firm shall set up and maintain throughout the design of the project a contract file in accordance with the Authority procedures. The firm is expected to know the laws and rules governing their professions and is expected to provide services in accordance with current regulations, codes and ordinances and recognized standards applicable to such professional services. The firm shall identify and obtain all applicable permits for task work orders under this contract. The firm shall provide qualified technical and professional personnel to perform to the Authority’s standards and procedures, the duties and responsibilities assigned under the terms of this agreement. The firm shall minimize to the maximum extent possible the Authority’s need to apply its own resources to assignments authorized by the Authority.

The Authority will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of the conceptual documents. The Authority’s

technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The firm shall be fully responsible for all work performed and work products developed under this Scope of Services. The Authority may provide job-specific information and/or functions as outlined in this contract, if favorable.

### **NEED**

The firm shall provide the technical expertise not currently available within the Authority staff to prepare the design documents and Contract Plans. Work under the agreement(s) will be assigned on an as-needed basis. The Authority gives no assurance that any work will be assigned. The Authority may also choose to advertise and contract separately for consultant services for any future projects. Assignments may be adjusted based upon the Authority's review of other important considerations (i.e. consultant's availability of work forces, quickness of response, turnaround time, consultant's special expertise, parity of work assignments, SBE participation, etc.)

### **PROVISIONS FOR WORK**

#### **Governing Regulations**

The services performed by the firm shall comply with all applicable FDOT Manuals and Guidelines which incorporate, by requirement or reference, all applicable local, State and Federal regulations, unless otherwise directed by the Authority. It is understood that AASHTO criteria shall apply as incipient policy.

#### **Project Management**

The Authority will designate a Project Manager who shall be the representative of the Authority for the Project. While it is expected the firm shall seek and receive advice from various State, regional, and local agencies, the final direction on all matters of this project remain with the Project Manager.

### **DESCRIPTION OF SERVICES**

#### **Computer Automation**

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The FDOT makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of the firm to meet the requirements in the FDOT's CADD Manual. The firm shall submit final documents and files as described therein.

#### **Coordination with Other Entities**

The firm is to coordinate with the FDOT, Hillsborough County, City of Tampa, permitting agencies, and other applicable entities on any ongoing and/or planned projects that may affect this project. The firm shall notify the Authority in adequate time for the Authority to send a representative to all meetings, if desired.

#### **Meetings and Presentations**

The firm shall attend a Notice to Proceed Meeting with the Authority representatives, where relevant project information will be provided by the Authority, along with procedures for administering the contract. The firm and his staff shall also be available with no more than a five (5) workday notice to attend meetings or make presentations at the request of the Authority. Such meetings and presentations may be held at any hour between 8:00 A.M. and 12:00 midnight on any day of the week. The firm may

be called upon to provide maps, press releases, advertisements, audiovisual displays and similar material for such meetings.

### **Quality Control**

The firm shall be responsible for insuring that all work products conform to applicable standards and criteria unless otherwise specified by the Authority. This shall be accomplished through an internal Quality Control (QC) process performed by the firm. This QC process shall insure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work. Prior to submittal of the first invoice, the firm shall submit to the Authority's Project Manager for approval the proposed method or process of providing Quality Control for all work products. The Quality Control Plan shall identify the products to be reviewed, the personnel who perform the reviews, and the method of documentation.

### **Correspondence**

Copies of all written correspondence between the firm and any party pertaining specifically to the Design shall be provided to the Authority for their records within one (1) week of the sending or receipt of said correspondence.

## **SERVICES TO BE PROVIDED**

The firm shall investigate the status of the project and become familiar with concepts and commitments developed from prior studies and/or activities. The firm is expected to provide a specific project development process and anticipated general schedule to be followed in the development of the planning, design and testing. The firm shall analyze and document design tasks and prepare plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The firm will make initial (60%) and preliminary (100%) submittals and then a final signed and sealed submittal of the Contract Plans for advertising. At the direction of the Authority, the firm might be asked to assist in the procurement of a construction contractor.

### **1.0 MISCELLANEOUS SERVICES**

#### **1.01 Contract and Project Files**

The firm will maintain complete project files, submit monthly progress reports, and provide schedule updates. Progress reports shall be delivered along with the corresponding invoice to the Authority in a format as prescribed by the Authority. The Authority Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

#### **1.02 Project Management Meetings and Coordination**

The firm shall meet with the Authority, as needed throughout the life of the project. These meetings will include progress and miscellaneous review and other coordination activities with the Authority.

### **2.0 SIGNALIZATION ANALYSIS AND PLANS**

The firm shall analyze and document Signalization Analysis Tasks and prepare Signalization Plans.

**3.0 LIGHTING ANALYSIS AND PLANS**

The firm shall analyze and document Lighting Analysis Tasks and prepare Lighting Plans.

**4.0 INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ANALYSIS AND PLANS**

The firm shall analyze and document ITS Analysis Tasks and prepare ITS Plans.

**5.0 TOLLING**

The firm shall analyze, document and prepare electrical plans for Tolling Facilities.

**6.0 BUILDINGS/FACILITIES**

The firm shall analyze, document and prepare electrical plans for Building/Facilities.

**7.0 Other Electrical Engineering Works as May be Required by the Authority.**

The firm shall analyze, document and prepare electrical plans as may be required by the Authority.

**8.0 DELIVERABLES**

The firm will provide the following deliverables in electronic format. The number of printed copies (if applicable) is TBD.

Contract Plans (60%, 100% and Final electronically signed & sealed)	
Design Analysis Reports (60%, 100% and Final signed and sealed)	
Design Variations and Exceptions (as applicable)	
Cost Estimate	
Specification Package including Technical Special Provisions (100% and Final signed and sealed)	

**9.0 AUTHORITY RESPONSIBILITIES**

The Authority will provide those services and materials as set forth below:

- Project data currently on file.
- Available plans from previous projects.
- All future information that is in possession or may come to the Authority pertaining to the project.
- Railroad Coordination and Approved Railroad Permit(s) for Work Over and Within CSX Right-of-Way

**10.0 LENGTH OF SERVICES**

This assignment will be considered complete with the Authority approval of the Design Plans, or an Authority decision not to proceed with the project; however, the length of service for this contract will not exceed eight (24) months. Additional time extensions for design and construction assistance may be added to the schedule.

## II. INSTRUCTIONS TO FIRMS

1. The Authority must receive all submittals at the locations stated below, **not later than 2:00 PM Eastern on March 7, 2019**. Any submittal received after the stated time and date shall not be considered. It shall be the sole responsibility of the firm to have its package delivered to the Authority by U.S. Mail, hand delivery, or any other method available to them; however, facsimile or telegraphic submittals will not be accepted. Delay in delivery shall not be the responsibility of the Authority. Submittals received after the deadline shall not be considered, and may be returned only at the firm's expense.
2. Each firm shall examine all documents and shall determine all matters relating to the interpretation of such documents.
3. Type size shall not be less than 10 point font. The proposal shall be indexed and all pages sequentially numbered. All pages and appendices/attachments must be firmly bound or stapled.
4. One (1) original, four (4) signed copies and one (1) electronic CD/USB copy of the submittal must be delivered to the Authority's Procurement Department in one package, clearly marked on the outside, "Request for Qualifications O-01218 for ITS Network Support Services for the Tampa Hillsborough County Expressway Authority," with date sent or delivered to:

Man Le ~ Procurement Manager  
1104 East Twiggs Street, Suite 300  
Tampa, FL 33602

5. The Authority shall not be liable for any expenses incurred in the preparation of the proposals.
6. The Authority reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission or to re-advertise for all or any part of the services. The Authority shall be the sole judge of the submittals and the resulting negotiated agreement that is in the Authority's best interest, and the Authority's decision shall be final.
7. Joint proposals will not be accepted.
8. The successful firm shall be required to execute an agreement, in form and content acceptable to the Authority, indemnifying and holding harmless the Authority, its officials, officers, employees, and agents from all claims.
9. **Firms, their agents, or associates shall refrain from contacting or soliciting any Authority staff or members of the Board directly or indirectly regarding this LOI during the selection process. Failure to comply with this provision may result in the disqualification of the firm. All requests for clarification or additional information should be made in writing via email to: [Man.Le@tampa-xway.com](mailto:Man.Le@tampa-xway.com)**

### III. QUALIFICATIONS:

This LOI shall include, but not be limited to, responses to the following requirements:

1. **Transmittal Letter**, summarizing the key points in the LOI which is signed by an officer of the firm who is responsible for committing the firm's resources. The letter should include the following (Five (5) page limit):
  - a. Name of the firm submitting the proposal
  - b. Name and title of the individual with responsibility for this response and to whom matters regarding the LOI should be directed
  - c. Mailing address
  - d. Telephone and e-mail address of the firm's primary contact
  - e. Brief narrative of the firm's qualifications to provide these services to the Authority.
  - f. Brief narrative of the firm's key personnel qualifications specifically to this project to provide these services to the Authority.
  
2. **Organizational Chart** – attach an organizational chart that includes the following:
  - State firm name for key members of Firm's team (if from a sub-consultant);
  - Denote if firm or sub-consultant firms are a SBE;
  - State office location (city and state) for key members of the firm's team.

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

A maximum of 1 page will be allowed for the "Organization Chart" element. The Organizational Chart may be submitted on paper sized larger than 8½" x 11" if folded neatly to 8½" x 11."

3. **Approach to Providing Services**

Provide the firm's approach to the work to be performed, projected workload of the team, controls for maintaining quality services and approach for maintaining staff consistency and items described in this LOI.

A maximum of 5 pages will be allowed for the narrative responses to "Approach to Providing Services" element.

4. Complete all required forms (EXHIBITS A – B).
5. Provide three (3) references, with contact information, of similar work in the past five (5) years.



#### IV. SELECTION PROCESS

The selection process for this LOI will consist of the following.

##### **EVALUATION CRITERIA:**

The Response Packages will be scored by the Evaluation Committee. The maximum points to be earned in the Evaluation are one hundred (100) points per evaluator.

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

	<b>EVALUATION CRITERIA</b>	<b>Maximum Point Value</b>
1.	<b><u>Qualifications and Experience of the Firm (Firm/Team):</u></b> Evaluation based on firm's experience with Dynamic message signs, highway lighting, sign and lighting controls, roadside cameras, cctv, mini power zones, commercial building wiring, uninterrupted power supplies for server centers.	35
2.	<b><u>Qualifications and Experience of Key Personnel:</u></b> Evaluation (credentials/expertise/experience) of Project Manager and other key individuals who are specifically licensed and/or certified to perform and/or oversee the work detailed in the Scope of Services and staff who will be directly assigned to perform on this Project.	35
3.	<b><u>Approach to Project:</u></b> Projected workload of the team, locations of firm resources, controls for maintaining quality services and approach for maintain staff consistency and items described in the LOI.	30
	<b>TOTAL:</b>	<b>100</b>

##### **FINAL SELECTION:**

The firm with the lowest qualified and responsive bid will be presented to THEA's Board for consideration and approval with a recommendation that the firm be selected per the Timetable schedule. Firms are not required to attend; however, the meeting is open to the public. The Authority's Board has the right to correct any errors in the evaluation and selection process that may have been made. The Authority is not obligated to award the contract and the Authority's Board may decide to reject all proposals.

After approval of the final ranking of the firm and award of the contract by the Authority's Board, the results will be posted no later than the date at the locations stated for the "Posting of Notice of Board Approval of Final Ranking and Award of Contract" referenced in the Timetable.

**V. TIMETABLE**

EVENT	DATE/TIME
Release of LOI	February 08, 2019
Deadline for Questions/Request for Clarification	February 20, 2019
Deadline for THEA to respond to firm’s questions	February 22, 2019
<p><b>Proposal Package Due Date/Time (Deadline)</b>  <i>Location:</i> Transportation Management Center (TMC)            1104 East Twiggs Street, Suite 300            Tampa, FL 33602</p> <p><b>Public Opening of Proposals</b>            (Firms not required to attend, however, the opening is open to the public.)</p>	<p><b>March 07, 2019</b>  <b>by 2 p.m. EST</b></p>
<p>Evaluation Committee Meets for Final Ranking            @ TMC, 3<sup>rd</sup> floor Conference Room</p> <p>(Firms not required to attend, however, the meeting is open to the public.)</p>	<p>March 14, 2019            @ 10:00 a.m.</p>
<p>Post Notice of Intended Ranking to the Authority’s website and Demandstar.</p>	<p>March 15, 2019</p>
<p>Board Approval of Final Ranking &amp; Award of Contract            @ TMC, Board Room</p>	<p>March 25, 2019            @ 1:30 p.m.</p>
<p>Posting of Notice of Board Approval &amp; Award of Contract to the Authority’s website and Demandstar.</p>	<p>March 26, 2019</p>

**VI. SELECTION AWARD**

After the Authority has evaluated the written proposals they may or may not require presentations of the top ranked firms. After the evaluation is completed, the Authority’s selection committee will make a recommendation to the Board.

**VII. TERMS AND CONDITIONS**

The Authority reserves the right to reject all proposals, any proposal not conforming to this Request for Qualifications, and to waive any irregularity or informality with respect to any proposal. The

Authority further, reserves the right to request clarification of information submitted and to request additional information from one or more firms.

The Authority requires that the firm selected will not discriminate under the contract against any person in accordance with federal, state, and local governments' regulations. The Authority requires the firm selected make an affirmative statement to the effect that their retention shall not result in conflict of interests with respect to the Authority.

The Authority requires that the firm make an affirmative statement to the effect that they have not contacted, or attempted to contact, any member of the Board, or the Authority staff, except as expressly permitted in the LOI.

**VIII. STATEMENT ON PUBLIC ENTITY CRIMES**

Failure of the firm to certify the firm as free from any "public entity crime" as defined in the Florida Statutes, Subsection 287.133 shall result in rejection or disqualification of your proposal. (See Exhibit A)

**IX. DRUG-FREE WORKPLACE**

Failure of the firm to certify the firm as a drug-free workplace in accordance with Florida Statutes, Subsection 287.087 shall result in rejection or disqualification of your proposal. (See Exhibit B).

**EXHIBIT A**

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

1. This sworn statement is submitted by \_\_\_\_\_ as  
\_\_\_\_\_ of  
\_\_\_\_\_ whose business address is  
\_\_\_\_\_ and (if applicable) its  
Federal Employer Identification Number (FEIN) is \_\_\_\_\_.
  
2. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with 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 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 adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
  
4. I understand that “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - A. A predecessor or successor of a person convicted of a public entity crime; or
  
  - B. 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 an 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 a 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, or which otherwise transacts or applies to transact business with 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. 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 \_\_\_\_\_, the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_

By

\_\_\_\_\_

Date

STATE OF  
 COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who produced a \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_

Notary Public

My commission expires:

**EXHIBIT B**

**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