

# **REQUEST FOR PROPOSALS (RFP) T-0222**

# FOR

# **MANAGED SERVICES**

RFP Issue Date: 03/28/2022

RFP Response Due Date: 04/27/2022

### RESPONSIBLE DEPARTMENT

**Tolls Operations** 

### PROCUREMENT DEPARTMENT

1104 East Twiggs Street, Suite 300 Tampa, Florida 33602 Telephone Number: (813) 272-2307 Email: Procurement@tampa-xway.com

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### I. SCOPE OF SERVICES

The Tampa-Hillsborough County Expressway Authority (THEA) is interested in procuring, on a time and material basis, a staffing agency (the "Contractor") to provide managed services for the labor needed (the "Contractor's Employees") to process video-based toll transactions collected by THEA's All-Electronic Tolling (AET) system.

### II. INTRODUCTION

### **Background:**

The above-referenced contractor should serve THEA on a time and material basis as the overall firm for the manual image review and data entry services (the "Services") needed to complete and transfer video-based toll transactions from THEA to the Florida's Turnpike Enterprise (FTE). Subsequently, FTE processes the information received from THEA and post transactions into SunPass or Toll-By-Plate (TBP) accounts and issue invoices for the collection of toll revenues. The current contract for this service is scheduled to expire on 6/30/2022.

### Vision:

THEA's vision for this project is to improve day-to-day operations by retaining a staffing agency that can employ within the Tampa Bay Area offering the existing manual-image-review team with a quality work environment.

### **Requirements:**

- 1. The Contractor shall operate the project at THEA's headquarter building located in downtown Tampa, and as an extension of THEA's Toll Operations Department.
- 2. The Contractor shall only allow staff to operate remotely on a rotation basis in coordination with and approval from THEA's Project Manager (PM). Any of the contractor's employees that work remotely may be compensated at a rate up to 15% per hour less than the rates compared to employees who are working from the designated office location. The Contractor must submit a request to THEA's PM for approval of staff and rate structure prior to remote staffing utilization.
- 3. The Contractor shall provide, at Contractor's costs, computer equipment, and internet services in the event staff are working remotely if approved by THEA.
- 4. The Contractor shall provide the minimum service performance and staffing requirements as set forth in **Exhibit A, Minimum Service Performance Requirements**.
- 5. The Contractor shall provide its full-time employees with employment benefits and business transition training prior to the project's go-live date.
- 6. The Contractor shall coordinate with THEA to establish the project's monthly invoice and project progress report templates. Modifications to the invoice and project progress report templates need to be reviewed and approved by THEA.
- 7. The Contractor may propose employment incentive program(s), at the Contractor's costs, to keep its employees motivated to perform at the desired quality rates and maintain a quality work environment.
- 8. The Contractor's Employees shall adhere to the Manual Image Review (MIR) Operations Standard Operating Procedure (SOP) attached hereto as Exhibit C, Manual Image Review (MIR) Operations Standard Operations Procedure (SOP). Modifications to Exhibit C, Manual

- **Image Review (MIR) Operations Standard Operations Procedure (SOP),** need to be reviewed and approved by THEA.
- 9. The Contractor shall coordinate with THEA to implement employee training programs, reviewed and approved by THEA, to improve day-to-day operations on a regular basis.
- 10. The Contractor shall provide THEA with staffing temporary services to accommodate seasonal workload adjustments.
- 11. At THEA's request, the Contractor shall convert the Contractor's temporary employees to the Contractor's full-time employment.
- 12. The Contractor shall comply with labor and all other applicable laws.
- 13. The Contractor shall submit for review a report of their employee's current pay rates using **Attachment C, Payroll Register Form**.
- 14. The Contractor shall provide THEA with a transition plan within 7 days after NTP in order to achieve a seamless transition. This transition plan shall consist of but is not limited to, systems training, onboarding, equipment set up, etc.

### Items outside of the Contractor's Scope:

- 1. Software and hardware needed to deliver the Scope of Services.
- 2. Facilities to operate the project.

### **Compensation:**

- 1. THEA will only compensate the Contractor for the amount of hours worked by the job positions included in **Exhibit B**, **Job Descriptions and Quantities**.
- 2. Employee hourly rates are subject to a maximum wage inflation rate adjustment on the contract anniversary date in the amount of 3%.
- 3. The Contractor shall invoice THEA, on a monthly basis, for the costs of the amount of hours worked by the Contractor's Employees, subtotaled as in-office and remote, plus the applicable costs from the incentive program offered by Contractor no later than 10 business days after the Scope of Services have been completed.
- 4. The Contractor shall provide THEA, as part of the monthly invoice, with a project progress report with information on project activities.

### **Duration:**

This project's contract duration will be for three (3) years, with two (2) 1-year renewal options.

### III. INSTRUCTIONS TO FIRMS

1. THEA must receive all submittals at the location stated in item number four (4) below, no later than the date and time stated within **Section VI**, **Timetable**. Any submittal received after the stated time and date shall not be considered. It shall be the sole responsibility of the proposer to have its package delivered to THEA by U.S. Mail, hand delivery, or any other method available to them; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall not be the responsibility of THEA. Submittals received after the deadline shall not be considered and may be returned only at the firm'sexpense. THEA's office building hours are from 8:00 a.m. to 4:30 p.m. for deliveries.

- 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 must be consecutively bound or stapled. The proposals shall be limited to ten (10) single-sided, 8 ½" by 11" pages, exclusive of the following:
  - Transmittal Letter
  - Front and back cover and divider sections
  - Key Staff Resumes
  - References (include in Attachment E, Questionnaire)
  - Payroll Register
- 4. One (1) original, four (4) signed copies and one (1) electronic CD/USB copy of the submittal must be delivered to THEA's Procurement Department in one package, clearly marked on the outside, "Request for Proposals No. T-0222 for Managed Services for the Tampa-Hillsborough County Expressway Authority," with opening time and date, and sent or delivered to:

Procurement Office Tampa-Hillsborough Expressway Authority 1104 East Twiggs Street, Suite 300 Tampa, FL 33602

- 5. The proposal shall clearly indicate the legal name, federal taxpayer identification number, address, and telephone number of the proposer. The person signing the proposal on behalf of the firm shall have the authority to bind the firm to the submitted proposal.
- 6. THEA shall not be liable for any expenses incurred in the preparation or presentation of the proposals.
- 7. THEA 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. THEA shall be the sole judge of the submittals and the resulting negotiated agreement that is in THEA's best interest, and THEA's decision shall be final.
- 8. The successful firm shall be required to execute an agreement, in form and content acceptable to THEA, indemnifying and holding harmless the THEA, its officials, officers, employees, and agents from all claims.
- 9. Firms, their agents, or associates shall refrain from contacting or soliciting any THEA staff or members of the Board of Directors directly or indirectly regarding this RFP 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:

Procurement@tampa-xway.com

10. The following shall be repeated in your proposal and signed by an individual authorized to

# bind your firm:

"I agree to abide by all conditions of RFP T-0222 and certify that all information provided in this proposal is true and correct, that I am authorized to sign this proposal for the firm and that the firm is in compliance with all requirements of the RFP, including but not limited to, certification requirements."

Authorized Signature (Manual)	
Name and Title (Typed)	Date

### IV. QUALIFICATIONS:

The response to RFP shall include, but not be limited to, responses to the following requirements:

### Transmittal Letter:

Summarizing the key points in the RFP which is signed by an officer of the firm who is responsible for committing the firm's resources. The letter should include the following (ten (10) page maximum 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 RFP 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 managed services to the Authority.

Narrative of the firm's qualifications as listed in the Selection Criteria:

- Qualifications and Experience of the Vendor
- Qualifications and Experience of Key Personnel
- Past Performance
- Company Incentives
- SBE Utilization
- Price Proposal

### **Statement of Qualifications**

- a) Organizational Chart Attach an organizational chart that includes the following:
  - Identify key members of the firm's team
  - State name for key members of the firm's team (if from a sub-consultant);
  - Denote if the firm is a Small Business Enterprise (SBE) includes DBE/WMBE, etc.;
  - 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 "asneeded" basis.

A maximum of 1 page will be allowed for the "Organization Chart" element. The Organizational Chart may be submitted on paper sized larger than  $8\frac{1}{2}$ " x 11" if folded neatly to  $8\frac{1}{2}$ " x 11". Organizational chart not counted in the page limit.

- b) <u>Resumes</u> Include one-page resumes for the project lead and the key active participants of the firm's team. Resumes are not counted in the page limit.
- c) Required forms to be completed: Attachment A through E and Exhibit C.

### V. SELECTION CRITERIA

THEA desires to select the firm that demonstrates the ability to provide the highest quality of service. To accomplish this goal, THEA's criteria for selection shall include, butnot be limited to the following:

	EVALUATION CRITERIA	Maximum Point Value
1.	<ul> <li>Proposals and Experience of the Vendor:</li> <li>□ Evaluation based on the vendor's proposal of its size, experience, references, resources available, location of vendor resources in proximity to THEA, etc.</li> </ul>	30
2.	Proposals and Experience of Key Personnel:  □ Evaluation (credentials/expertise/experience) of project lead 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.	25
3.	<ul> <li>Past Performance:</li> <li>□ Consideration of past performance and references</li> <li>□ Evaluation of possible conflicts of interest, as well as, litigation resulting from any claim(s) of negligence (errors and/or omissions).</li> <li>□ Consideration of past performance demonstrating ability to meet and adhere to project schedules and budgets.</li> </ul>	20
4.	Company Incentives:  ☐ Incentives provided by the vendor to encourage and retain employees through either/or Benefits Package, Paid Time Off, Employee Performance Measures, Bonus program, etc.	20
5.	<ul><li>SBE Utilization:</li><li>□ Consideration of the SBE utilization anticipated by the firm on this contract.</li></ul>	5
	TOTAL:	100

An Evaluation Committee will review and evaluate the submittals. Posting of Notice of Intended Final Ranking and Award of Contract will be posted on Demandstar.

### VI. TIMETABLE

EVENT	DATE/TIME
Release of RFP	March 28, 2022
Deadline for Questions/Request for Clarification	April 11, 2022
Addendum Release (if required)	April 13, 2022
RFP Due Date/Time (Deadline) at TMC	April 27, 2022
1104 E. Twiggs Street, Tampa 33602	by 2:00 p.m. EST
Proposal Opening at TMC	April 27, 2022
1104 E. Twiggs Street, Tampa 33602 (There is no requirement to attend, however, this Proposal Opening is open to the public)	@ 2:30 p.m. EST
Evaluation Committee meets to evaluate and score proposals	May 2, 2022
at TMC 1104 E. Twiggs Street, Tampa 33602 (There is no requirement to attend, however, the Evaluation Committee meeting is open to the public)	@ 2:00 p.m. EST
Posting of Notice of Intended Final Ranking	May 4, 2022
Board Approval of Final Ranking & Award of Contract	May 23, 2022
Posting of Notice of Board Approval & Award of Contract	May 25, 2022

### VII. SELECTION AWARD

After the evaluation is completed, THEA's Evaluation Committee will make a recommendation to the Board of Directors.

### VIII. TERMS AND CONDITIONS

THEA reserves the right to reject all proposals, any proposal not conforming to this Request for Proposal, and to waive any irregularity or informality with respect to any proposal. THEA further, reserves the right to request clarification of information submitted and to request additional information from one or more proposers. THEA requires that the firm selected will not discriminate under the contract against any person in accordance with federal, state, and local governments' regulations. THEA requires the firm selected make an affirmative

statement to the effect that their retention shall not result in conflict of interests with respect to THEA. THEA 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 of Directors, or THEA staff, except as expressly permitted under paragraph 9 of Instructions to Proposers above.

### IX. STATEMENT ON PUBLIC ENTITY CRIMES

Failure of the firm to certify 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 Attachment A)

### X. 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 Attachment B).

### **XI. NOTICE OF PROTEST:**

### **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, 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.

### **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 the paragraph 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.

### **ATTACHMENT 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 (i	if applicable)	its
	Feder	al Emplo	yer Identific	ation	n Number (FE	ZIN) 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), <u>Florida Statutes</u>, 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), <u>Florida Statutes</u> , 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
	entityhave been convicted of a public entity crime subsequent to July 1, 1989.
	By
	Date
STA	ATE OF COUNTY OF
	The foregoing instrument was acknowledged before me thisday of, 20, by
	o is personally known to me or who produced a
as i	dentification and who did take an oath.
	Notary Public
Му	commission expires:

## **ATTACHMENT B**

# DRUG-FREE WORKPLACE FORM

Name of Business  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.  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.
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. 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
maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for
Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
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.
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.
Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.
on authorized to sign this statement, I certify that this firm complies with the above s.
r's Signature
I Ctrt C I r W

Date

### ATTACHMENT C



# **Payroll Register**

Date

Company:	N	Manager:		
Street Address:	P	Phone:		
Address 2:	E	-Mail:		
City, ST, ZIP Code:				
	<del></del>			
Position:	Employee:	Rate:		
		Manager Signature		
		Print		

Directions: The contractor is responsible for completing this form for the project. Record the Position/Title, Employee, Rate, and Hourly/Salary rate then sign, print and date. If you should need additional space, please complete an additional form.

## **ATTACHMENT D**

# **ANTICIPATED SBE PARTICIPATION STATEMENT**

## FOR TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

**Note:** This form is required to complete the following information and submit this form in accordance with the advertisement instructions.

RFP Number:			
Respondent:			
	ent an SBE as described in THEA		
(Yes) (No)			
It is our intent to sub	ocontract% of the	contract dollars to SBE(s).	
	proposed SBE prime and sub-cory holds, Minority, Women, or Dis		
SBE(s) Name	Type of Work/Specialty	Dollar /Percentage	SBE Status
Submitted by:			
		_	
Title:		_	
E-mail Address:		_	
Telephone number:		_	
Date:			

### **ATTACHMENT E**

### **OUESTIONNAIRE**

Firm shall complete this questionnaire, sign, date and submit with its bid.

1. Name of fir	m (Bidder):
Location of	primary office which will handle this project:
Business Or	ganization:
a.	Number of years your firm (under any name) has been in business:
b.	With same person in top management position
c.	Under present name
d.	Number of years in Florida
d. e.	Number of years in Florida  Total number of full-time staff
	•

## 2. MINIMUM PROPOSALS:

1.

### 2.1 **Minimum Requirements:**

This Project requires that the firm:

- a. Have previous experience with similar projects and previous experience in providing services related to this RFP.
- b. Procures and maintains insurance of the types and limits as specified in Insurance Requirements, Coverages and Limits.

# 3. **EXPERIENCE AND REFERENCES:**

3.1	Experience:
	3.1.1. State the total contract volume and value that your organization has been responsible for in the past five years in:
	a. Total Dollar value
	b. Number of Contracts
3.2	Provide information on at least three projects that firm has performed within the past five (5) years that were similar to this project. List chronologically, starting with the last project:
	3.2.1 <b>Project # 1:</b>
	a. Date contract or project completed:
	b. Project Name:
	c. Owner Name:
	d. Owner Address:
	e. Owner Telephone:
	f. Name of Reference for this Project:
	g. Relationship of Reference to Owner:
	h. Title and Position Reference held for this Project:
	i. Firm name where Reference was employed for this Project:
	j. Reference's Telephone:
	k. Dollar Amount:
	1. List any other special criteria – i.e. specialized repair or equipment,

۱.	Describe Your Specific Scope of Work:
	General Contract Amount:
	Your Participation was:
•	Completion Date:
	If a D/W/MBE or Small Business Enterprise (SBE) percentage goal was required indicate what the goal was and what success did your firm have in achieving the goal.
	Provide names and phone numbers of the D/W/MBE or SBE firms used on the project:
	Any other pertinent information?
	[Use additional sheets as necessary.]
2	2.2 <b>Project # 2:</b>
	Date contract or project completed:
	Project Name:
	Owner Name:
•	Owner Address:
	Owner Telephone:
	Name of Reference for this Project:
,	Relationship of Reference to Owner:

h.	Title and Position Reference held for this Project:
i.	Firm name where Reference was employed for this Project:
j.	Reference's Telephone:
k.	Dollar Amount:
1.	List any other special criteria – i.e. specialized repair or equipment, etc. worked:
m.	Describe Your Specific Scope of Work:
n.	General Contract Amount:
o.	Your Participation was:
p.	Completion Date:
q.	If a D/W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success did your firm have in achieving the goal.
r.	Provide names and phone numbers of the D/W/MBE or SBE firms used on the project:
s.	Any other pertinent information?

[Use additional sheets as necessary.]

# 3.2.3 **Project # 3:** a. Date contract or project completed: b. Project Name: Owner Name: Owner Address: e. Owner Telephone: f. Name of Reference for this Project: g. Relationship of Reference to Owner: h. Title and Position Reference held for this Project: i. Firm name where Reference was employed for this Project: j. Reference's Telephone: k. Dollar Amount: 1. List any other special criteria – i.e. specialized repair or equipment, etc. worked: m. Describe Your Specific Scope of Work: n. General Contract Amount: \_\_\_\_\_\_ o. Your Participation was: p. Completion Date: q. If a D/W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success did your firm have in achieving the r. Provide names and phone numbers of the D/W/MBE or SBE firms used on the project: s. Any other pertinent information?

[Use additional sheets as necessary.

# 4. **STAFF:**

4.1 Provide information on firm's staff that will be assigned to this Project including name, years' experience, credentials and applicable professional licenses.

POSITION	EMPLOYEE NAME	CREDENTIALS & PROFESSIONAL	YEARS EXPERIENCE
Supervisor			
Other			

4.2. Provide a profile of your staff listing classification of personnel, number of personnel and combined years of experience.

Classification	Combined Years of Experience	
Supervisor	 	
Other	 	
Ouici	 	

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# **Exhibit A Minimum Service Performance Requirements**

- 1. Percent of Hours Worked (weekly excluding Vendor's approved Paid Time Off or Sick Time): 90%
- 2. Data Entry Accuracy (based on THEA's Manual Image Review Application reports): 99.95%
- 3. Data Entry Speed: 10,000 Keystroke Per Hour (KPH)

# **Exhibit B Job Descriptions and Quantities**

Job description	Quantity of Employees
Full Time Supervisor	1
Full Time Data Entry Analyst	1
Full Time Data Entry Clerk	8
Temporary Data Entry Clerk	10

#### Exhibit C

### Manual Image Review (MIR) Operations - Standard Operations Procedure (SOP)

### 1. Purpose:

The purpose of this document is to outline rules that must be followed by the VENDOR as the minimum standard of operations for the Manual Image Review (MIR). Modifications to this document can be promoted by any of the involved parties at any time for THEA's consideration and approval.

### 2. Operation Hours:

The VENDOR shall carry out the Services during normal business hours. After-hours and/or weekend operations must be approved in advance by THEA. The VENDOR shall make a written request for permission to deliver Services after normal business hours and/or during weekends. Normal business hours are from 7:00 a.m. to 5:00 p.m., Monday through Friday.

### 3. MIR Operation Dress Code:

The VENDOR shall adhere to a business-casual dress code.

### 4. Security:

For security reasons, the MIR staff will have limited access to certain areas of THEA's Transportation Management Center.

### 5. THEA Policies and Procedures:

The VENDOR shall operate and maintain the MIR operations following the policies and procedures established by THEA ("The Authority"), as updated from time to time.

### 5.1) Smoking Policy:

The Authority's Policy prohibits smoking in Authority buildings and vehicles, except in any outdoor designated smoking areas. This policy is in keeping with the Authority's intent to provide a safe and healthful work environment and applies equally to all employees, consultants, Vendors, patrons and visitors, and is consistent with The Florida Clean Indoor Air Act, Section 386.201 Florida Statutes.

### 5.2) Alcohol and Drug Free Workplace:

The Authority's policy prohibits employees from the use, possession, manufacture, distribution, dispensation, or sale of illegal drugs on or off Authority property. The purpose of this policy is to assure worker fitness for duty and to protect all employees and the public from the misuse of alcohol and controlled substances. Compliance with this Policy is a condition of continued employment with the VENDOR. The VENDOR will discipline employees who test positive for the presence of drugs and/or alcohol at any detectable level. Disciplinary sanctions may include suspension of employment without pay pending the outcome of an investigation, dismissal of employee(s), or an imposed requirement to satisfactorily participate in a drug abuse assistance or treatment program. Any question on this policy should be referred to the THEA's General Counsel.

### 5.3) Violence in the Workplace:

The Authority is committed to maintaining a safe and secure workplace environment with zero tolerance for any form of violence. Employees are encouraged to report any threats or actual violent behavior to their supervisor or the THEA's Executive Director. Supervisors are required to complete a timely incident report, including any findings and recommendations for possible disciplinary action.

### **5.4) Theft and Misappropriation:**

Any employee who commits theft or misappropriation of Authority property or participates in the theft of property belonging to others, or any employee having knowledge of such theft or misappropriation who fails to promptly report it, is subject to disciplinary action up to and including termination and/or possible referral for prosecution.

### 5.5) Use of Authority Equipment: Computer, Internet, E-mail, Telephones:

This policy provides guidance in the appropriate use of Authority Information Technology ("IT") computer resources. Employee access and use of these resources is a privilege, not a right. There are local, state, and federal laws that govern software and information stored or transmitted on computer systems or networks. Use of the Authority's IT resources shall not interfere with the employee's duties and any personal or private for-profit use is prohibited. The Authority may monitor the activity of individual users without notice. Activities that appear to be illegal or criminal in nature, such as fraud, theft, or child pornography are not allowed and are subject to further investigation and criminal prosecution or civil money damages.

The Information Technology ("IT") computer resources are the property of the Authority and may be used only for legitimate business purposes. Employees may, however, use such resources during break times or other non-work times for personal use for brief periods, provided such use is not excessive and is limited to personal Internet use or home email account or lawful Internet activities. Users must comply with all software licenses, copyrights, and all other state or federal laws governing intellectual property and online activities. Illegal or obscene content is prohibited. All employees have a duty to use computer and telephone resources responsibly, professionally, ethically, and lawfully. Use of IT resources is a privilege that may be revoked by the Authority at any time. All users are expected to use good judgment and common sense in the workplace. Violations of this policy may result in disciplinary action, up to and including termination of employment. Cellphone usage is limited to emergency phone calls only. As an incentive based in performance, THEA may approve cellphones or other devices to be used for audio only purposes. Video streaming through cellphone or other devices is not allowed.

### 6. Parking:

THEA's Transportation Management Center has limited parking available in designated areas for the VENDOR. If the designated area is full, the VENDOR shall park off-site.

### 7. MIRA Staff time-off requests:

The Vendor shall submit to THEA, thirty (30) days in advance, time-off requests from the MIRA team ensuring business continuity. The requests shall be reviewed and approved by THEA.

### 8. THEA Contact Personnel:

Emma Antolinez Toll Operations Manager Email: <a href="mailto:emma.antolinez@tampa-xway.com">emma.antolinez@tampa-xway.com</a>
Phone Number: (813)272-6740 ext. 136

Gary Holland Toll System Manager Email: <a href="mailto:gary.holland@tampa-xway.com">gary.holland@tampa-xway.com</a> Phone Number: (813)272-6740 ext. 296