



## CYBER SECURITY ASSESSMENT

### THEA PROJECT No. O-1922

**12/14/2022**

#### RESPONSIBLE DEPARTMENT

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

**TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY  
PROJECT NO. O-1922  
Cyber Security Assessment**

This advertisement for services (the "Advertisement") by the Tampa-Hillsborough County Expressway Authority (THEA) in Tampa, Florida, is soliciting for Expanded Letters of Response (ELOR) from Firms/Respondents that are qualified and skilled in the areas needed for a Network Cyber Security Assessment, Project No. O-1922. The successful Respondent shall perform tasks as described in the Scope of Work.

Selection will be made from the ELOR Package and oral interviews. THEA will evaluate the ELORs and will proceed to oral interviews with the shortlisted Respondents. Respondents will be evaluated and ranked on the criteria found in Section A, 1.17 Response Evaluations and 1.19 Interview Evaluation.

Interested firms will obtain a copy of the Expanded Letters of Response (ELOR) Advertisement and submit a completed Expanded Letters of Response (ELOR) Package to THEA as referenced in Paragraph 1.4, Schedule of Events.

ELOR Packages shall include the completion of the Documents and Required Forms attached within this Advertisement. Firms failing to submit the Documents and Required Forms may be deemed non-responsive. The Schedule of Events containing additional important deadlines is located in Section A, Paragraph 1.4.

This Advertisement and its contents are available on THEA's website and through the DemandStar System ([www.demandstar.com](http://www.demandstar.com)).

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

**[END OF ADVERTISEMENT]**

## **SECTION A**

### **GENERAL INFORMATION AND GENERAL CONDITIONS**

#### **1. GENERAL INFORMATION:**

##### **1.1 INSTRUCTIONS TO RESPONDENTS:**

To be considered, responses to this solicitation must be made in accordance with the instructions as contained within this Advertisement.

##### **1.2 SCOPE OF SERVICES:**

The selected consultant must provide a cyber security assessment with supporting-reports and recommendations for 2 separate Networks for THEA. The THEA Operations Network and the THEA Admin Network are isolated, separate, and independent network environments. The assessment must cover the following areas at minimum:

**Task 1: General Security Policies & Practices**

**Task 2: Audit of Network Architecture and Internet Connectivity**

**Task 3: Website Assessment and Penetration Testing**

**Task 4: Internal/External Network Non-Disruptive Penetration Testing**

THEA operates two (2) separate network environments out of the main THEA HQ facility.

#### **The THEA Operations network environment consists of the following:**

- Approximately 10 staff
- One remote site used for disaster recovery (within 5 miles of downtown Tampa)
- The Operations network contains various network devices including computers, servers, and other IP devices
  - 4 Microsoft Windows Servers (mix of physical and virtual)
  - 6 Linux
  - 20 Windows Workstations
  - 2 Multi-function Printing Devices
  - 4 Network Switches
  - 2 Firewalls
- 10 Subnets (includes segmented and VLAN configurations)
- Networks use VLANs and other segmentation to isolate traffic
- Networks use perimeter protection including firewalls
- Networks use VPN connections for authorized connections
- Two ISP connections
- Estimated 7 existing policy documents

#### **The THEA Admin network environment consists of the following:**

- Approximately 30 staff
- One remote site used for disaster recovery (within 5 miles of downtown Tampa)
- The Admin network contains various network devices including computers, servers, printers, phones and other IP devices
  - 12 Microsoft Windows Servers (mix of physical and virtual)
  - 80 Windows Workstations
  - 10 Multi-function Printing Devices

- 12 Network Switches
- 2 Firewalls
- 10 Subnets (includes segmented and VLAN configurations)
- Networks use VLANs and other segmentation to isolate traffic
- Networks use perimeter protection including firewalls
- Networks use VPN connections for authorized connections
- Two ISP connections
- Estimated 5 existing policy documents

### **Tasks Excluded**

THEA understands that there are various ways to evaluate the integrity and risks of a network environment, however, this assessment must not interfere with the business operations of THEA. To that end, the following methods will not be permitted:

- Brute force or similar penetration tests that would interrupt normal network functions
- Phishing or other simulations that interrupt staff
- Assessment of third party hosted/cloud applications used by THEA

### **General Security Policies & Practices**

- Review of agency end-user security policies
- Review of agency security awareness training for active/new staff
- Review of IT incident response plans
- Review NOC operations and identify the correct monitoring services are in place and effective
- Review of IT software used to manage day-to-day network and security operations and identify opportunities to automate or improve administration tasks.
- Identify any single point of failure in network
  
- Work with client business and technical resources to understand the overall strategy of the organization and evaluate the current and desired target network environment
- Gather an inventory of all network equipment that is active on the network
- Gather network documentation from client sources, including
  - existing network architecture documentation, and diagrams including site classification
  - router, switch, and firewall make and models
  - any new planned network architecture and designs
- Access and identity management
- Protocols for routing and switching, VLANS, and QoS settings for VOIP
- VPN design and tunneling requirements for remote access of employees, consultants, and trusted interagency connections
  
- Determine traffic patterns in the network, bandwidth, redundancy and security required to support the business applications
- Hold up to two remote workshops with client personnel to corroborate information discovered
  - See “Deliverables” for Network Discovery Interim Report to aid in workshops

### **Audit of Network Architecture and Internet Connectivity**

#### **Network Assessment and Roadmap**

Review current network architecture and Internet connectivity. Provide a roadmap on how to migrate from the current network to the target state

## **Gap Analysis**

- Define gaps in network security, communications, design, etc.
- Define gaps in policies and procedures
- Define gaps in detection and prevention
- Define gaps in incident response and recovery
- Define gaps in cyber governance and awareness training
- Summarize the findings and conclusions that represent requirements for a target network state
- Hold up to (1) meeting with THEA personnel to validate the gap analysis
- Define the categorization and priority of the requirements with THEA

## **Audit of Website tampa-xway.com**

The assessment must cover the following areas at minimum:

- Check for WordPress core, plugin, theme, and PHP updates
- Confirm Valid Backups
- Review User Credential policies and database name
- Identify unused plugins, themes, files and Users
- Evaluate brute force attack prevention methods
- Verify file and folder permissions do not open up vulnerabilities
- Scan for any additional vulnerabilities

## **Internal/External Network Vulnerability Scanning**

The vulnerability scanning phase of the assessment will look at the following access points that offer potential access to agency data or equipment. The Consultant will leverage testing tools and procedures deemed necessary to conduct vulnerability testing. Tools and procedures will be reviewed and approved by THEA's IT Manager.

Environment Access Points:

- Physical (building / server room / comm room / racks / DR site)
- Internal network and IP-based devices
- Web application scanning for THEA hosted, on-premise
- External network connections (ISP, etc)

In order to get a true assessment of the existing state of vulnerability to an outside malicious actor, the consultant should provide both a gray hat and white hat investigation.

## **Phase I Outsider Investigation and Testing**

The Consultant shall conduct testing to determine the current vulnerability level of the existing network when targeted by an outsider. This phase involves the following steps:

- Prior to commencement, consultant provides an executed statement of compliance with the code of ethics for ethical hacking or penetration testing as stipulated by (ISC)2 or similar regulating entity. This code of ethics shall govern throughout the entire period of service under this scope of work.

- With little to no provided information from THEA, the consultant shall attempt to complete the five phases of Penetration Testing:
  - Reconnaissance
  - Scanning
  - Gaining Access
  - Maintaining Access
  - Covering Tracks

## **Phase II Insider Investigation and Testing**

The Consultant shall conduct testing to determine the current vulnerability level of the existing networks when targeted by or with the assistance of an insider having intermediate knowledge of the organization, and network infrastructure. This phase involves the following steps:

- Prior to commencement THEA ensures that executed code of ethics from Phase I is still valid and in affect.
- THEA provides review of the gray hat report and fills in gaps in information such that consultant now possesses intermediate knowledge of the existing network architecture, employee roles and email addresses, policy and procedure documents and other pertinent information as requested by consultant. With this intermediate level of information, the consultant shall repeat the phases of penetration testing as completed in the Phase I exercise:
  - Reconnaissance
  - Scanning
  - Gaining Access
  - Maintaining Access
  - Covering Tracks

## **Deliverables**

Require separate reports of each of the following for each of the following: Admin Network + Operations Network + Website

### **Timeframe**

Project and all deliverables to be completed within 3-6 months of NTP

### **General Security Deliverables:**

Network Discovery Interim Report  
Network Discovery Final Report with Recommendations

### **Gap Analysis Deliverables:**

Summary Gap Analysis Report

### **Network Assessment Deliverables:**

Network Assessment Report & Roadmap  
Network Assessment Executive Summary Report  
Network Logical Diagram  
Network Physical Diagram

### **Penetration Testing Phase 1 Deliverables:**

**Pre-treatment Baseline Vulnerability Report Phase I:** Consisting of a network discovery map and narrative of employee security awareness, and discovered vulnerabilities/exploits

## **Penetration Testing Phase 2 Deliverables:**

**Pre-treatment Baseline Vulnerability Report Phase II:** Consisting of a network discovery map and narrative of employee security awareness and discovered vulnerabilities/exploits.

### **1.3 PROCUREMENT PROCESS:**

The procurement process that will be utilized for this project will be Expanded Letters of Response (ELOR) and oral interview. It is THEA's intention to solicit responses from qualified Respondents and to enter into a contract for services upon successful negotiation of a satisfactory contract with the Respondent whose response is judged, through the evaluation and negotiation process, to be in the best interest of THEA.

Respondents must demonstrate to THEA that they are fully capable, staffed, and qualified to provide the services required by this Advertisement. 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 Advertisement. Determination of the Respondent best qualified and experienced to perform the services required through this Advertisement will be determined by THEA in its sole opinion.

Respondents must submit an Expanded Letter of Response Package ("ELOR Package") conforming to and containing all documents, forms and information as required by the Expanded Letters of Response (ELOR) advertisement and as specifically identified in Section B, Section 2.1, Expanded Letters of Response (ELOR) Package.

THEA will evaluate the ELOR Packages and will shortlist firms that will proceed to oral interviews.

THEA will evaluate and rank all responses received by the submittal date as set forth in this Advertisement, or as amended by addendum, on the basis of the criteria stated herein. THEA reserves the right to request additional information and to seek clarification of any information submitted, including any omission from the original response. Additionally, the Evaluation Committee 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 top ranked firm. If a satisfactory agreement cannot be negotiated with the top ranked firm, then negotiations would begin with the next highest ranked 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 Respondent shall constitute absolute deadlines for those activities, and failure to fully comply by the time stated shall be cause for the Respondent's ELOR Package to be rejected and disqualified from further consideration.

**SCHEDULE OF EVENT**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>LOCATION</b>
<b>12/14/2022 by 5 PM</b>	Advertisement Published	THEA Website & Demandstar
<b>1/3/2023 by 5 PM</b>	Deadline for Respondent's submission of questions to THEA	Email to <a href="mailto:Procurement@tampa-xway.com">Procurement@tampa-xway.com</a>
<b>1/11/2023 by 5 PM</b>	Deadline for THEA to respond to Respondent's questions	THEA Website & Demandstar
<b>1/19/2023 @ 11:15 AM</b>	Deadline for Submitting ELOR Package	Email to <a href="mailto:Procurement@tampa-xway.com">Procurement@tampa-xway.com</a>
<b>1/30/2023 by 9 AM</b>	Evaluation Committee submits scores and rankings to THEA Contracts and Procurement Office.	THEA Procurement Office
<b>2/1/2023 @ 10:30 AM</b>	Evaluation Committee meets to confirm scores of ELOR Packages and confirm shortlisted firms	THEA Office 1101 E. Twiggs Street, Suite 300 Tampa, FL 33602
<b>2/2/2023 by 5 PM</b>	Posting of Notice of Intended Shortlisting	THEA Website & Demandstar
<b>2/8/2023</b>	Oral interviews with shortlisted firms	Video Conference; Invitation Forthcoming THEA Office 1101 E. Twiggs Street Tampa, FL 33602
<b>2/10/2023 by 9 AM</b>	Evaluation Committee submits final scores and rankings to THEA Contracts and Procurement Office.	THEA Procurement Office
<b>2/13/2023 @ 9:30 AM</b>	Evaluation committee meet to confirm final scores and Final Ranking of firms	THEA Office 1101 E. Twiggs Street, Suite Tampa, FL 33602
<b>2/14/2023 by 5 PM</b>	Posting of Notice of Intended Decision	THEA Website & Demandstar
<b>2/27/2023 @ 1:15 PM</b>	Board Approval of Final Ranking and Award of Contract	THEA Board Room 1101 E. Twiggs Street Tampa, FL 33602
<b>3/1/2023 by 5 PM</b>	Posting of Notice of Decision	THEA Website & Demandstar
<b>3/3/2023 @ 10 AM</b>	Scope Clarification Meeting & Negotiations	THEA Offices 1101 E. Twiggs Street Tampa, FL 33602

**1.5 CHANGES TO SCHEDULE OR MEETING PLACE/TIME:**

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

section.

#### **1.6 SPECIAL ACCOMMODATIONS:**

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

#### **1.7 ELECTRONIC DISTRIBUTION SYSTEM:**

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

Obtaining solicitations through DemandStar ensures Respondents have the following capabilities:

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

**RESPONDENTS WHO OBTAIN SOLICITATION DOCUMENTS REGARDING THIS ADVERTISEMENT FROM SOURCES OTHER THAN DEMANDSTAR AND THE THEA WEBSITE ARE CAUTIONED THE SOLICITATION DOCUMENTS MAY BE INCOMPLETE.**

#### **1.8 QUESTIONS ABOUT THIS EXPANDED LETTERS OF RESPONSE (ELOR) SOLICITATION OR THE PROJECT:**

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

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

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

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

Failure of any Respondent to receive any such Letter of Clarification or Addendum shall not relieve said Respondent from any obligations contained within this Advertisement.

Respondents are required to acknowledge receipt of such Addendum issued for this solicitation. A copy of the required **ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM** is contained in Section C as **Form 9**.

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

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

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

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

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

#### **1.10 MODIFICATION AND WITHDRAWAL:**

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

Negligence on the part of the Respondent in preparing its ELOR Package confers no right of withdrawal or modification after the ELOR Package has been opened at the appointed time and place by THEA.

Expanded Letters of Response's shall remain valid and in force for a period of one-hundred twenty (120) days after the opening date.

#### **1.11 DISQUALIFICATION AND CANCELLATION OF THIS SOLICITATION:**

THEA reserves the right to disqualify any ELOR Package before or after opening, upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Respondent.

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

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

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

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

1.11.2 Examples of **non-responsive** may include, without limitation, failure to include all required information in response package, documents not properly signed, goods or

services not in compliance with specifications, substitution of terms and conditions, limitation of liability, failure to comply with delivery schedule or qualification of response package contingent on another contract award.

**1.12 WAIVER OF IRREGULARITIES:**

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

**1.13 BINDING OFFER:**

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

**1.14 COST OF PREPARATION:**

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

**1.15 DELIVERY OF RESPONSE PACKAGE:**

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

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

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

All Expanded Letters of Response (ELOR) packages must be submitted in accordance with the instructions set forth within the Advertisement and specifically in accordance with the requirements of Section B, Description Project and Scope of Services requirements.

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

**1.16 OPENING OF RESPONSE PACKAGES:**

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

**1.17 RESPONSE EVALUATIONS:**

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

An Evaluation Committee consisting of representatives of THEA will be established to review and evaluate all responses submitted in response to this solicitation.

The Evaluation Committee will meet to confirm their scores of the ELOR Packages and shortlist firms on the date, time and at the location stated for **Evaluation Committee Meets to Confirm Scores of ELOR Packages and Confirm Shortlisted Firms** referenced in Section A, Paragraph 1.4, Schedule of Events. Respondents are not required to attend; however, the meeting is open to the public.

Criteria for evaluating the Expanded Letters of Response to shortlist firms are as follows:

**Understanding the Scope of Services**

The Respondent shall demonstrate their understanding of the Scope of Services including any unique issues involved. They will describe their approach to providing the services requested. They will detail the penetration testing best practices and the tools they will use. (25 total points)

**Qualifications and Experience of Key Personnel**

The Respondent shall discuss the qualifications of qualified staff.

- Provide the name of the proposed Project Manager, Pen Testers, and Cyber Security Specialist that will be assigned to this project.
- Provide the credentials/expertise/experience of all of the above
- Explain the organization of its team and functional responsibilities of any subconsultant. (50 total points)

**References**

The Respondent firm shall provide no less than three (3) references where they performed the same network assessments that THEA is requesting in the Scope of Services. (25 total points)

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

The ranking of firms based on the Evaluation Committee's evaluation that the top ranked firms (minimum of three (3)) be shortlisted to advance to the Interviews in Paragraph 1.18.

**1.18 INTERVIEWS AND/OR PRESENTATIONS:**

Interviews will be used to select the successful Respondents from an initial shortlist. Written questions will be provided to the shortlisted Respondents by the Authority 24 hours in advance of the interview date. Interviews with the Respondent's Project Manager will be held via video conference.

The order of the interviews will be established by random drawing by the Procurement Office. A representative of the Procurement Office shall be the facilitator of the interviews and be the timekeeper during the meeting as well as assuring the Respondents adhere to the time constraints set forth in this section.

Each shortlisted Respondent will be allotted 5 minutes for opening statements, followed by a 30-minute oral interview. A Question-and-Answer session or clarifying questions by the Evaluation Committee will be held until the end of the interview if time permits.

No handouts or visual aids other than business cards are permitted before, during, or after the

interview. Consultants are not permitted the use of smartphones, laptops, and tablets during the Interview.

**1.19 INTERVIEW EVALUATION:**

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

The Evaluation Committee shall evaluate the Respondent’s Interviews on the basis of the criteria as stated in Paragraph 1.19. The Evaluation Committee reserves the right to request additional information and clarification of any information submitted, including any omission from the original response.

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

The ranking of firms based on the Evaluation Committee’s evaluation will be presented to THEA’s Board for consideration and approval, with a recommendation, the top ranked Respondent be selected for award of contract.

The interviews will be scored by the Evaluation Committee per the criteria provided below. The maximum points to be earned in the evaluation are one hundred (100) points per evaluator.

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

	<b>EVALUATION CRITERIA</b>	<b>Maximum Points</b>
1.	<b><u>Understanding the Scope</u></b> The Respondent showed a detailed understanding of some of the unique issues involved in the THEA Assessment.	25
2.	<b><u>Communication</u></b> Communication strengths of the assembled assessment team met or exceeded expectations.	25
3.	<b><u>Quality Assurance</u></b> The Respondent clarified the procedures and tools to be used during the assessment and they demonstrated their commitment to quality assurance.	25
4.	<b><u>Time Requirements</u></b> The Respondent demonstrated a clear understanding of the time needed for each aspect of the assessment.	25
	<b>TOTAL:</b>	<b>100</b>

**1.20 FINAL SELECTION:**

The ranking of firms based on the Evaluation Committee’s evaluation will be presented to the THEA’s Board for consideration and approval with a recommendation that the highest-ranked firm be selected on the date, time and at the location stated for the **Board Approval of Final Ranking and Award of Contract** referenced in Section A, Paragraph 1.4, Schedule of Events.

Respondents are not required to attend; however, the meeting is open to the public.

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

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

#### **1.21 AWARD OF CONTRACT:**

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

Upon approval of the final ranking by the THEA Board, THEA will begin negotiations with the top ranked firm. Should THEA be unable to negotiate a contract with the top ranked firm that is satisfactory to THEA, in its sole and absolute discretion, negotiations shall be terminated, and THEA shall then undertake negotiations with the next top ranked firm until a satisfactory contract is achieved. Negotiations will include scope clarification, discussion of miscellaneous fees and other charges, insurance requirements and any other negotiable terms and conditions of the contract. Once THEA and the selected firm have negotiated a satisfactory agreement THEA may then enter into a contract with the selected firm.

#### **1.22 SOLICITATION RESULTS:**

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

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

### **2. GENERAL CONDITIONS:**

#### **2.1 QUALIFICATIONS OF RESPONDENT:**

The Respondent's proposed staff shall collectively have the following required certifications:

- Certified Ethical Hacker (CI EH)
- Microsoft Certified Solutions Associate (MCSA):
- GAIC Certified Penetration Tester (GPEN) Security
- GAIC Security Essentials (GSEC)
- GAIC Certified Incident Handler (GCIH)
- Microsoft Certified Applications Developer (MCAD)
- GAIC Web Application Penetration Tester (GWAPT)
- Microsoft Certified Solutions Developer (MCSD)
- Comp TIA Security+
- Microsoft Certified Data Base Administrator (MCDBA)
- Certified Information Systems Security Professional (CISSP)
- Microsoft Certified Solutions Expert (MCSE): Security
- Certified in Risk and Information Systems Control (CRISC)
- Grant Professionals Certification Institute (GPCI)
- Sophos Sales Engineer
- Sophos Advanced Endpoint Specialist
- SAINT Corp. Certified Engineer
- Certified Confidentiality Officer (CCO)

- Qualified Security Assessor (QSA)
- Microsoft Certified IT Professional (MCITP): Data Base Administration
- Certified SCRUM Master (SCM)
- Systems Security Certified Practitioner (SSCP)

The Respondent must include with its Response Package Key Staff Resumes, which will provide information on Respondent's experience, and staffing for performing the work, as well as, references. Past history of contract defaults, termination for cause, claims, and litigation and other information to be used to evaluate the responsibility of the Respondent for performing the work must be included in the Respondents References.

Failure to submit Resumes and References shall be cause for determining the Respondent non-responsible and/or its Response Package non-responsive to the solicitation resulting in rejection and disqualification at the sole option of THEA.

## **2.2 PERSONNEL:**

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

By submitting an Expanded Letters of Response (ELOR) Package, the Respondent agrees and acknowledges that it will provide the full complement of staff required to perform the Scope of Services, including the specific individuals named in the Respondent's proposal.

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

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

## **2.3 AVAILABILITY OF PERSONNEL:**

Personnel described in the Respondent's Expanded Letters of Response (ELOR) Package shall be available to perform the services as described. All personnel shall be considered to be, at all times, the employees, or agents of the Respondent and not employees or agents of THEA.

## **2.4 PROJECT MANAGER:**

The Respondent shall designate from its staff a qualified "Project Manager" having 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 Respondent's work forces, reports, day to day administrative matters other related items necessary to fulfill the requirements of the contract.

The Project Manager may serve in another key role on the Respondent's team, for example Project Manager/Engineer of Record.

**2.5 CONTRACT:**

The selected Respondent shall enter into a contract with THEA for this Advertisement with the terms and conditions as specified within this Advertisement.

**2.6 CONTRACT DURATION:**

The contract duration will be for six (6) months from the Notice To Proceed (NTP).

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

**2.7 CONTRACT ASSIGNMENT:**

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

**2.8 NON-EXCLUSIVITY OF CONTRACT:**

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

**2.9 COMPLIANCE:**

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

**2.10 OWNERSHIP OF DOCUMENTS:**

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

**2.11 PUBLIC RECORDS LAW:**

In accordance with *Florida Statutes* Chapter 119, and, except as may be provided by other applicable State and Federal Laws, all Respondents should be aware that this Advertisement and all the responses thereto are in the public domain and are available for public inspection.

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

All Expanded Letters of Response (ELOR) Packages received in response to this Advertisement will become the property of THEA and will not be returned.

**2.12 INDEMNIFICATION (GENERAL LIABILITY):**

The contract will contain an indemnification clause wherein the selected Respondent agrees to indemnify and hold harmless the THEA Board, THEA and its officers, and employees from all liabilities, damages, losses and costs, including but not limited to attorney fees, to the extent

caused by the act, error, omission, negligence, recklessness or intentional wrongful conduct of the Respondent and other persons employed or utilize by the Respondent in performance of the contract.

**2.13 INDEMNIFICATION (PATENT OR COPYRIGHT):**

The selected Respondent shall indemnify and hold harmless, and defend the THEA Board, THEA and its officers, employees and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorneys' fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Respondent(s) during or after completion of the Work. These obligations shall survive acceptance of any goods, services, and/or performance and payment therefore by THEA.

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

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

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

**2.15 INSURANCE REQUIREMENTS:**

For the term of this project and agreement, during contract award the Respondent shall procure and maintain insurances of the types and limits specified in **ATTACHMENT 1, INSURANCE REQUIREMENTS, COVERAGES AND LIMITS.**

**2.16 BID SECURITY:**

A Bid Security is not required for this solicitation.

**2.17 PAYMENT AND PERFORMANCE BOND:**

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

**2.18 CONFLICTS OF INTEREST:**

The Respondent shall state if it represents clients that may present conflicts or potential conflicts with representation of THEA. Respondent shall provide a list of any potential conflicts by description. Respondent need not identify a particular client. If conflicts are listed, the

Respondent shall address how these conflicts will be resolved. A copy of the required **CONFLICTS OF INTEREST STATEMENT** is contained in Section C as **Form 3**.

## **2.19 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.

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

The resulting contract from this solicitation shall contain a provision that allows for immediate termination of the contract by THEA if the Respondent/Contractor is found to have submitted a false statement or if Respondent/Contractor during the term of the resulting contract is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473 Florida Statutes, or becomes engaged in business operations in Cuba or Syria.

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

## **2.20 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 project shall utilize the U.S. Department of Homeland Security's E-Verify System ([www.uscis.gov](http://www.uscis.gov)) in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons employed by the Respondent during the term of the resulting contract from this solicitation.

The selected Respondent entering a contract for this Advertisement shall also require sub-contractors 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](http://www.uscis.gov)) in accordance with the terms governing the 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 and all its subconsultants shall provide proof of registration and required certificate (as of January 1, 2021) in the E-Verify system to THEA upon execution of a Contract.

## **2.21 NOTICE OF PROTEST:**

### **2.21.1 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, 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.

**2.21.2 Protests After Notice of Award:**

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

**2.22 EXPANDED LETTERS OF RESPONSE (ELOR) PACKAGE REVIEW:**

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

The **RESPONDENT'S EXPANDED LETTERS OF RESPONSE (ELOR) PACKAGE REVIEW CHECKLIST** is contained in Section C as **Form 6**.

**2.23 RESTRICTION ON CONSULTANTS ELIGIBILITY TO COMPETE FOR THIS PROJECT**

A consultant firm, its affiliate, or sub-consultant that is under contract with THEA for the development of this Request for Letters of Response solicitation cannot be part of a Respondent's team responding to this solicitation.

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

## SECTION B

### 1. **DESCRIPTION OF PROJECT AND SCOPE OF SERVICES:**

#### 1.1 **DESCRIPTION OF PROJECT:**

Tampa-Hillsborough County Expressway Authority (THEA) is soliciting responses from qualified firms interested in providing Network Cyber Security Assessment.

#### 1.2 **SCOPE OF SERVICES:**

The Scope of Services is identifies in Section A, Section 1.2, Scope of Services.

### 2. **RESPONSE REQUIREMENTS:**

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

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

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

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

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

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

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

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

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

1. **Table of Contents**

2. **Expanded Letters of Response (ELOR)**

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

a) Minimum Requirements:

- State the Project Name and Number (“Cyber Security Assessment, THEA Project Number O-1922”);
- Name of Firm;
- Firm Address;
- Firm Telephone Number;
- Project Manager’s Name (Project Manager will be considered the primary contact for the Respondent during the Procurement process **and** during performance of the project);
- Project Manager’s Address;
- Project Manager’s Telephone Number;
- Project Manager’s Email Address;
- Statement indicating Project Manager’s number of years experience in support of this Advertisement or similar services;
- A brief statement of interest;
- A brief statement of qualifications of Respondent’s team;
- State whether or not Respondent firm is a SBE;
- Identify any SBE certifications;
- Statement confirming Respondent’s ability to meet the requirements of this solicitation.
- Statement confirming Respondent and its Project Manager providing the services meets the minimum qualifications and minimum requirements of this solicitation.

b) Understanding the Scope:

The Respondent shall demonstrate their understanding of the scope of work including any unique issues involved. They will describe their approach to providing the services requested. They will detail the penetration testing best practices and the tools they will use.

c) Qualifications and Experience of Key Personnel:

The firm shall discuss the qualifications of qualified staff:

- Provide the name of the proposed Project Manager, Pen Testers, and Cyber Security Specialist that will be assigned to this project.
- Provide the credentials/expertise/experience of all of the above.
- Explain the organization of its team and functional responsibilities of any subconsultant

d) References:

- The Respondent firm shall provide no less than three (3) references where they performed the same network assessments that THEA is requesting in this Advertisement.

**3. Organizational Chart**

Attach an organizational chart that includes the following:

- Identify key members of Respondent's team including the proposed Project Manager, and names and roles of other key personnel
- State firm name for key members of Respondent's team (if from a Subcontractor);
- Denote if Respondent firm or Subcontractor firms are a SBE;
- State office location (city and state) for key members of Respondent's team.

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

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

**4. Resumes**

Include one-page resumes for the Project Manager and the key personnel of Respondent's team. The resumes should be submitted on 8 ½-inch by 11-inch pages unless otherwise authorized. Each page should be typewritten and single-spaced with a minimum font size of 10. Text should be presented single-sided on each separate page. Graphics and photographs shall be held to a minimum.

**5. Forms**

The following forms are required to be completed, signed, notarized when indicated and included in Respondents' Expanded Letters of Response (ELOR) Package.

- **Form 1 - Declaration of Respondent**
- **Form 2 - Public Entity Crimes Form**
- **Form 3 - Conflicts of Interest Statement**
- **Form 4 - Certification Regarding Scrutinized Companies List**
- **Form 5 - Acknowledgement of Receipt of Addendum**
- **Form 6 – Respondent's Expanded Letter of Response (ELOR) Package Review Checklist**

**6. Staff hour Estimate**

Provide a one-page summary sheet indicating estimated staff hours for the Respondent and all Subconsultants. Do not include additional narrative content. Examples of acceptable and unacceptable content are provided at the following link.

<https://www.fdot.gov/procurement/SubmittalExamples.shtm>

**7. References-**

The Respondent firm shall provide no less than three (3) references where they performed the same network assessments that THEA is requesting in the Scope of Services.

**[END OF SECTION B – PROJECT INFORMATION AND RESPONSE REQUIREMENTS]**

## **SECTION C**

### **REQUIRED FORMS**

**Required forms to be completed, signed, notarized when indicated and included in Respondent's Expanded Letters of Response (ELOR) Package:**

- **Form 1 - Declaration of Respondent**
- **Form 2 - Public Entity Crimes Form**
- **Form 3 - Conflicts of Interest Statement**
- **Form 4 - Certification Regarding Scrutinized Companies List**
- **Form 5 - Acknowledgement of Receipt of Addendum**
- **Form 6 – Respondent's Expanded Letter Response (ELOR) Package Review Checklist**

**Note: Failure to submit the required forms may result in Respondent's Expanded Letters of Response (ELOR) Package being determined non-responsive and rejected.**

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

**The below named Respondent affirms and declares:**

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

will provide the full complement of staff required to perform the scope of services, including the specific individuals named in the its proposal and the specific key personnel named in its ELOR Package 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 company's name, his/her own name and his/her title. Where the person signing for a corporation is other than the President or Vice-President, he/she must by affidavit, show his/her authority to bind the company. Said affidavit shall be attached to this Declaration of Respondent.**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: \_\_\_\_\_

[Apply Notary Seal Here]

**[END OF FORM 1 - DECLARATION OF RESPONDENT]**

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

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

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

by \_\_\_\_\_

[print individual's name and title]

for \_\_\_\_\_

[print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

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

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

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

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

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

i. A predecessor or successor of a person convicted of a public entity crime; or

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or

services let by a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

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

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

Notary Public – State of \_\_\_\_\_

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

(Type of Identification)

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

**(END OF FORM 2- PUBLIC ENTITIES CRIME STATEMENT)**

**CONFLICTS OF INTEREST STATEMENT**

Check one of the boxes below:

- To the best of our knowledge, the undersigned 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.

RESPONDENT:

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

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

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

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

**[END OF FORM 3 – CONFLICTS OF INTEREST STATEMENT]**

**CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

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

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 4 – CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST]**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM**

Were Addendum issued on this Solicitation?

Yes

No

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

Addendum	_____	Date:	_____
Addendum	_____	Date:	_____
Addendum	_____	Date:	_____
Addendum	_____	Date:	_____
Addendum	_____	Date:	_____
Addendum	_____	Date:	_____

RESPOND  
ENT:

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

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

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

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

**[END OF FORM 5 – ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM]**

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

Respondent’s Expanded Letters of Response (ELOR) Package **must be** organized and labeled following the instructions as contained in Section B, Project Information and Expanded Letters of Response (ELOR) Requirements, Paragraph 2.1, Response Package.

<b>Proposal Format</b>	<b>Section Title</b>
	1. Table of Contents
	2a. Expanded Letters of Response (ELOR) – Understanding the Scope
	2b. Expanded Letters of Response (ELOR) - Qualifications and Experience of Key Personnel
	2c. Expanded Letters of Response (ELOR) - References
	3. Organizational Chart
	4. Resumes
	5. Completed Forms Form 1 - Declaration of Respondent Form 2 - Public Entity Crimes Statement Form 3 - Anticipated SBE Participation Statement Form 4 - SBE Outreach Action Plan Form 5 - Conflicts of Interest Statement Form 6 - Questionnaire Form 7 - Certification Regarding Scrutinized Companies List Form 8 – Acknowledgement of Receipt of Addendum Form 9 - Respondent’s Response Package Review Checklist Addendum (if applicable).
	6. Staff Hour Estimate

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

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

\_\_\_\_\_  
 Date

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

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

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

## **SECTION D**

### **ATTACHMENTS**

1. Insurance Requirements, Coverages and Limits

**INSURANCE REQUIREMENTS, COVERAGES and LIMITS**

for

**Tampa-Hillsborough County Expressway Authority**

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

**A. INSURANCE REQUIREMENTS:**

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

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

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

Tampa-Hillsborough Expressway Authority,  
(THEA) Contracts & Procurement Manager  
1104 East Twiggs St, Suite 300  
Tampa, FL 33602

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

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

**B. INSURANCE COVERAGES and LIMITS:**

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

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

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

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

General Aggregate	\$1,000,000
Per Person	\$1,000,000
Each Occurrence	\$2,000,000
Personal Injury	\$1,000,000
Property Damage	\$1,000,000
Products & Completed Operations	\$1,000,000

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 7) **Environmental Impairment (Pollution) Liability, (if required)** – Environmental Impairment (Pollution) Liability insurance is required only if specifically stated in

the ELOR advertisement documents package at Section A, Paragraph 2.17.

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

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

**[END OF ATTACHMENT 1 - INSURANCE REQUIREMENTS, COVERAGES AND LIMITS]**