



# **Request for Proposals: VIDEO WALL REPLACEMENT**

**THEA PROJECT No. I-1323**

**September 20, 2023**

**RESPONSIBLE DEPARTMENT**

Shari Callahan, PMP  
Director of IT and Security

**PROCUREMENT DEPARTMENT**

Shannon Bush  
Contracts and Procurement Manager  
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**Notice:** This document is constructed in four (4) sections. Section A contains the general information and general conditions the Respondent needs to prepare an Expanded Letters of Response (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. I-1323  
Video Wall Replacement**

The Tampa Hillsborough Expressway Authority, hereinafter referred to as "THEA", requests written Proposals from qualified Proposers for Video Wall Installation Services for THEA's Operations Center. It is anticipated that the term of the Contract is for five (5) years eight (8) months, inclusive of a five (5) year warranty, from date of Contract execution.

The primary goal of this Project is to replace the existing video wall at THEA's Operations Center, located at 1104 East Twiggs Street, Tampa Florida, 33602. The Equipment, Systems and Services sought in this Contract shall perform as set forth in Exhibit A, Scope of Work.

In summary, the Scope of Work includes the following:

- Design, development and testing of a complete Video Wall System.
- Procurement, furnishing, fabrication, testing, installation, and implementation of the Video Wall at THEA's Operation Center.
- Warranty and maintenance for and of the system, as further detailed in the scope of work.
- Documentation of the Video Wall Design and provision of user and training manuals.
- Comprehensive training of THEA staff and designated consultants on system functions, including operations, administration and maintenance.

THEA intends to award this Contract to the responsive and responsible Proposer whose Proposals are determined to be most advantageous to THEA in accordance with the evaluation process described herein.

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

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

The Instructions and Submittal Documents 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).

## **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 Instructions and Submittal Documents.

##### **1.2 ATTACHMENTS:**

The attachments listed in Section D of this Advertisements are by this reference hereby incorporated into and made a part of this Advertisement as though fully set forth herein.

##### **1.3 PROCUREMENT PROCESS:**

The procurement process that will be utilized for this Project will be Expanded Letters of Response (ELOR) and Price Proposal. It is THEA's intention to solicit responses from potentially qualified Respondents and to enter into a contract for services upon successful negotiation of a satisfactory contract with 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 a "Expanded Letters of Response (ELOR) Package" conforming to and containing all documents, forms and information as required by the Expanded Letters of Response (ELOR) Instructions and Submittal Documents and as specifically identified in Section B, Project Information and Expanded Letters of Response (ELOR) Requirements at Section 2.1, Expanded Letters of Response (ELOR) Package.

THEA will evaluate the Expanded Letters of Response (ELOR) Packages and will shortlist three (3) firms that will proceed to submitting Price Proposals.

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, THEA reserves the right to waive as informalities any irregularities in any response and to reject any and/or all responses, in its sole discretion. THEA contemplates engaging one firm and will commence contract negotiations with the 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.

After the award, Proposer (s) will be referred to as the "Vendor". For the purpose of this document, the term "Proposer" means the prime Vendor acting on its own behalf and those individuals, partnerships, firms, or corporations comprising the Proposer team.

#### 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 Expanded Letters of Response (ELOR) Package to be rejected and disqualified from further consideration.

#### **SCHEDULE OF EVENTS**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>LOCATION</b>
<b>September 20, 2023, by 5:00 PM</b>	Advertisement Published	THEA Website & Demandstar
<b>October 4, 2023, @ 1:15 PM</b>	Mandatory Pre-Proposal Meeting – In Person	THEA Office 1101 E. Twiggs Street Tampa, FL 33602
<b>October 4, 2023 @ 1:45 – 3:00 PM</b>	Mandatory Site visit – In Person	THEA Office 1101 E. Twiggs Street Tampa, FL 33602
<b>October 16, 2023, by 12:00 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>October 24, 2023, by 5:00 PM</b>	Deadline for THEA to respond to Respondent's questions	THEA Website & Demandstar
<b>November 3, 2023, by 9:00 AM</b>	Deadline for Submitting Expanded Letters of Response (ELOR) packages	Email to <a href="mailto:Procurement@tampa-xway.com">Procurement@tampa-xway.com</a>
<b>November 16, 2023, by 9:00 AM</b>	Evaluation Committee submits scoring of ELORs to THEA Procurement Office	Email to <a href="mailto:Procurement@tampa-xway.com">Procurement@tampa-xway.com</a>
<b>November 20, 2023, by 9:00 AM</b>	Deadline for Price Proposals to THEA Procurement	Email to <a href="mailto:Procurement@tampa-xway.com">Procurement@tampa-xway.com</a>
<b>November 27, 2023, by 9:30 AM</b>	Opening of Price Proposals and Evaluation Committee confirm ranking and discussion of ELOR packages	THEA Office 1101 E. Twiggs Street, Suite 300 Tampa, FL 33602
<b>November 29, 2023, by 5:00 PM</b>	Posting of Notice of Intended Final Ranking	THEA Website & Demandstar
<b>December 11, 2023, @ 1:30 PM</b>	Board Approval of Final Ranking and Award of Contract	THEA Board Room 1101 E. Twiggs Street Tampa, FL 33602
<b>December 13, 2023 by 5:00 PM</b>	Posting of Final Ranking	THEA Website & Demandstar

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

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

### **1.6 SPECIAL ACCOMMODATIONS:**

Any person requiring special accommodations to attend or participate in a THEA meeting regarding this 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) Instructions and Submittal Documents electronically;
- b) Tracking status of the procurement process;
- c) Receiving Letters of Clarification and addendum;
- d) Receiving the results of rankings and contract awards;
- e) Viewing drawings, plans and blueprints online.

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

**ATTACHMENTS, EXHIBITS, AND/OR REFERENCES NOT ATTACHED HERETO WILL BE SUPPLIED UPON REQUEST AND SHARED VIA A ONEDRIVE FILE SHARE OR IN-PERSON PICKUP OF A FLASH DRIVE AT THE THEA HEADQUARTERS OFFICE. PLEASE CONTACT THE PROCUREMENT OFFICE AT [PROCUREMENT@TAMPA-XWAY.COM](mailto:PROCUREMENT@TAMPA-XWAY.COM) TO REQUEST YOUR LINK OR FLASH DRIVE.**

### **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 Section A, 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 Respondent's Questions** referenced in Section A, 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 8**.

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 of the solicitation has been published and until the THEA Board has made a final decision regarding the award of this 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 cause for the Respondent's ELOR Package to be rejected and disqualified from further consideration.

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

ELOR Packages may be withdrawn by written request dispatched by the Respondent and received by THEA at any time prior to the deadline stated for the **Deadline for Submitting Response Package** referenced in Section A, 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 has been opened at the appointed time and place by THEA.

ELOR shall remain valid and in force for a period of one-hundred twenty (120) days after the opening date.

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

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

THEA may consider any ELOR Package 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 packages, at its sole discretion.

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

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 **non-responsive** 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 MANDATORY SITE VISIT:**

Attendance at the Mandatory Site Visit is required. The intent of the Mandatory Site Visit is to ensure that Proposers view the current THEA video wall, server room and operations center. The site visit will provide the opportunity for Proposers to ask questions specific to the project. THEA may choose to answer questions verbally at the site visit or follow up with a formal answer to any question(s) by Addendum.

#### **1.15 MANDATORY PRE-PROPOSAL MEETING:**

Attendance at the Pre-Proposal Meeting is mandatory. Any Proposer failing to attend may be deemed non-responsive and eliminated from further consideration, at the discretion of THEA. The purpose of the Pre-Proposal Meeting is to provide a forum for THEA to discuss with all Proposers the proposed Project, method of compensation and instructions for submitting proposals. In the event that any discussions at the Pre-Proposal Meeting require official additions, deletions, or clarifications of the Request for Proposal, THEA will issue a written addendum to this RFP as THEA determines is appropriate. No oral representations or discussions, which take place at the Pre-Proposal Meeting will be binding on THEA. Proposers shall direct all questions to THEA's Procurement Office, Shannon Bush, Contracts and Procurement Manager:

[Procurement@tampa-xway.com](mailto:Procurement@tampa-xway.com)

Failure by a Proposer to attend or be represented at the Pre-Proposal Meeting may constitute a non-responsive determination of their Proposal. Proposals found to be non-responsive will not be considered. All Proposers must be present and signed in prior to the start of the mandatory Pre-Proposal Meeting. A THEA representative convening the Proposal Meeting will circulate the attendee sign in sheet at the time the meeting was advertised to begin. Any Proposer not signed in at the start of the Pre-Proposal Meeting may be considered late and, at THEA's sole discretion, may not be allowed to propose on the Project.

**1.16 COST OF PREPARATION:**

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

**1.17 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 Expanded Letters of Response (ELOR) Package** referenced in Section A, 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 Expanded Letters of Response (ELOR) Package** referenced in Section A, Paragraph 1.4, Schedule of Events. All ELOR packages must be submitted in accordance with the instructions set forth within the Advertisement Instructions and Submittal Documents and specifically in accordance with the requirements of Section B.

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

**1.18 OPENING OF RESPONSE PACKAGES:**

ELOR packages will be received and opened on the date and time and at the location specified for the **Deadline for Submitting Expanded Letters of Response (ELOR) Package** referenced in Section A, Paragraph 1.4, Schedule of Events. The Procurement Office will conduct examinations of Proposals for responsiveness to requirements of the RFP. Those determined to be non-responsive will be automatically rejected. Responsive packages will be delivered to the Evaluation Committee to be evaluated.

**1.19 ELOR EVALUATION (80 Points Maximum):**

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

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

The Evaluation Committee will meet to confirm their scores of the ELOR Packages on the date, time and at the location stated for **Opening of Price Proposals and Evaluation Committee confirm ranking and discussion of ELOR packages** 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 ELORs are as follows:

	<b><u>ELOR PACKAGE EVALUATION CRITERIA</u></b>	<b><u>Maximum Points</u></b>
1.	<b><u>Company History</u></b> Evaluation shall include the presentation of Proposer's history, experience, suitability and longevity for the project.	20
2.	<b><u>Project Approach and Technical Solution</u></b> Evaluation shall include the presentation of understanding of the scope of services and their approach to the project.	40
3.	<b><u>Project Plan and Implementation</u></b> Evaluation shall include the approach to project plan and implementation including the schedule approach, communications plan with THEA, approach to quality assurance and administering quality control, risk management and training.	10
4.	<b><u>Approach to Maintenance and Warranty</u></b> Evaluation shall include the Proposer's approach to the system maintenance and warranty .	10
	<b>Total</b>	80

Proposals must attain an average score of fifty-five (55) points or higher on the Technical Proposal to be considered responsive. Should a Proposer receive fewer than fifty-five (55) points for their average Technical Proposal score, the Proposer's Price Proposal will not be opened.

**The 80 total points are for scoring of the ELOR packages only and will be combined with the Price Proposal in Section 1.18.**

After ranking of the Respondents by the Evaluation Committee, the Price Proposals will be opened.

#### **1.20 PRICE PROPOSALS (20 Points Maximum):**

The Procurement Office will open Price Proposals in accordance with the Procurement Timeline identified Table 1-1. The Procurement Office will review and score the Price Proposals and prepare a summary of its price evaluation. The Procurement Office will assign points based on the formula for price proposal points identified herein.

Price proposal scoring is the process of examining a prospective price without evaluation of the separate cost elements and proposed profit of the potential provider. Price analysis is conducted through the comparison of price quotations submitted.

The criteria for price proposal scoring shall be based upon the following formula:  

$$(\text{Lowest Price Proposal of all Proposals} / \text{Proposer's Price}) \times \text{Maximum Price Points (20 points)} = \text{Proposer's Price Proposal Points}$$

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

The Authority shall publicly open the sealed Price Proposals and calculate an adjusted score using the following formula:

ELOR Package Score + Price Proposal Score = Final Score

The scoring 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-scored 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 Board Approval of Final Ranking and Award of Contract** referenced in Section A, Paragraph 1.4, Schedule of Events.

## **1.22 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 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.

## **1.23 SOLICITATION RESULTS:**

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

## **2. GENERAL CONDITIONS:**

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

THEA will determine whether the Proposer is qualified to perform the Services being contracted, based upon its Proposal demonstrating satisfactory experience and capability in the Work area.

The Proposer shall demonstrate that it meets minimum qualifications as follows:

- The Proposer shall have been actively engaged in the type of business being requested for a minimum of four (4) years. The Proposer must have provided services of similar size and scope to this project for a governmental or public agency. Must be an authorized reseller of the major components provided. Must have successfully completed five (5) video wall projects of a similar nature to the Work on this Project as identified in

Exhibit A, Scope of Work and Requirements.

**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 presented in the ELOR Package.

By submitting an ELOR Package, the Respondent agrees and acknowledges that it will provide the full complement of staff required to perform the Scope of Work, 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 the award of the resulting contract from this solicitation, in the event the selected Respondent proposes to substitute any of the key personnel, the individual(s) proposed as substitute(s) must demonstrate equal or superior qualifications and experience as required to successfully perform such duties. THEA shall have the sole right to determine whether key personnel proposed as substitutes are accepted and qualified to work on the project.

**2.3 AVAILABILITY OF PERSONNEL:**

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

**2.4 PROJECT MANAGER:**

The Respondent shall designate 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 Contractor's work forces, reports, day to day administrative matters, coordinating the SBE policy to achieve the established goals and other related items necessary to fulfill the requirements of the contract.

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 a contract with THEA for this Project with the terms and conditions as specified within this Advertisement's Instructions and Submittal Document.

**2.6 CONTRACT DURATION:**

The contract duration will be for five years 8 months, inclusive of a 5-year warranty, from date of Contract execution.

**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 the ELOR Package or annul the award in the event Respondent's ELOR Package does not comply with any of the requirements outlined herein.

**2.10 OWNERSHIP OF DOCUMENTS:**

All documents resulting from this procurement process and subsequent contract 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 ELOR Package which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exemption law.

All ELOR Packages received in response to this 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 4, 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 required for this solicitation. A copy of the required **Form 1 – PAYMENT AND PERFORMANCE BOND** is contained in Section C. The Payment and Performance Bond is due at the time of execution of the agreement.

**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 4**.

**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 5 - 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 advertisement 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 Contractor 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 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 subcontractors 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 RESTRICTION ON CONSULTANTS ELIGIBILITY TO COMPETE FOR THIS PROJECT**

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

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

## SECTION B

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

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

The Scope of Services describes and defines the Video Wall Installation Services which are to replace and expand the existing video wall system at its Operations Center.

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

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

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

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

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

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

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

#### 1. **Transmittal Letter/Cover Page (1 page maximum)**

Include a transmittal letter signed and dated by the authorized representative. Include THEA Contract No., the Project Title, Proposer's and its Subcontractors' names and the Proposer's Federal Employer Identification Number (FEIN). In



addition, the Proposer shall include the name of an authorized representative (with authority to legally bind the Proposer), title, mailing address, phone number and e-mail address, address of office location(s), and address of office(s) where the Work shall be performed.

**2. Table of Contents**

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

A maximum of **five (5) pages** will be allowed for the Expanded Letter of Response executive summary element. The executive summary should be an overview describing the most important elements as sectioned below.

Following the summary, each package shall be divided into the following sections and adhere to the page limitations. Since THEA will expect all Packages to be in the format provided below, failure of the Proposer to follow this outline and adhere to this format may result in the rejection of the Proposal. The Package shall be organized as follows (each bulleted item below shall be a separate Proposal section):

• **Section 1: Company History & Demonstrated Project Experience and Qualifications (10 page maximum)**

- a) Describe your company's specific history, including:
  - Years in business in providing services that are of a similar nature to the Work on this Project as identified in Exhibit A, Scope of Work.
  - Corporate structure and organization
  - Total annual revenues
  - Any cyber security hacks within the past 5 years
- b) Provide a list and description of 5 completed projects, within the past 10 years, of a similar nature to the Work on this Project as identified in Exhibit A, Scope of Work.
- c) Clarify that the Proposer is an authorized reseller of the major components provided and identify the Proposer's experience in the installation, configuration and support of the major components being provided.
- d) Provide a list of Subcontractors to be used on the Project, their experience in providing services and the history of the Subcontractor working with the Proposer.

• **Section 2: Project Approach to Technical Solution (25 page maximum)**

Proposers shall present their approach to the scope of work. The proposers shall include:

- a) An overall system design including video wall layout, displays, hardware and software and the system architecture proposed.
- b) Description of why the proposed displays, supporting hardware and software and architecture were chosen.
- c) Description of the scalability of the video wall so that content sources (such as cameras and software applications) and destinations (additional displays) can be added in the future with minimal equipment, cost and labor.
- d) Proposed physical location of all hardware and peripherals.  
Ease of operations and presentation of the GUI and other interfaces for operators, administrators and system maintainers.

- e) Video wall functionality including layouts and templates, alarm conditions, layering, cropping, source labeling and other video wall functionality.
  - f) Proposers approach to meeting user needs.
  - g) Description of how the Proposer will design, document and test the proposed system.
- **Section 3: Approach to Project Plan and Implementation (15 page maximum)**

Proposers shall present their approach to the Project Plan and Implementation. The proposers shall include:

- a) An 11"x17" organization chart that shows planned staffing for the Project.
  - b) Provide a preliminary Project Schedule in MS Project format. The schedule should be 11"x17". Do not include Gantt chart bars in the schedule. All major elements of the Project Requirements should be addressed in Proposer's schedule, including submissions, review cycles and final approvals, hardware and software procurement, installation and configuration.
  - c) Discuss the approach for delivering the System in the timeframe specified, highlighting any challenges and issues, as well as key areas of Proposer's approach, to meeting the Project Schedule.
  - d) Discuss the Proposers approach to project management, including:
    - i. Proposed management of the Project schedule.
    - ii. Plans for coordination and communication with THEA on an ongoing basis.
    - iii. Project issues identification and escalation processes.
    - iv. Change management.
    - v. Risk management.
    - vi. Discuss approach to administering and ensuring Quality Control in delivery of services including quality reviews.
  - e) Discuss the Proposer's overall approach to training. Please specifically address the following:
    - i. Approach to training of the different users by functional areas.
    - ii. Approach to phasing/timeframe of the training.
  - f) Discuss Proposer's approach to the transition of the video wall from the current system to the new video wall system. Please specifically address the following:
    - i. Identify any anticipated transition issues and how you plan to manage these issues.
    - ii. What level of cooperation is required of THEA in order to successfully transition?
- **Section 4: Project Approach to Maintenance and Warranty (10 page maximum)**
- a) Discuss key elements of the system warranty (both hardware and software).
  - b) Discuss how the chosen system components and software minimize maintenance costs to THEA.
  - c) Discuss the Proposer's maintenance and warranty approach and philosophy. Please specifically address the following:
    - i. Methods available for THEA to create help desk tickets.
    - ii. What elements will be in place to ensure timely communication and resolution of problems.
    - iii. How the Proposer's help desk personnel will access the System for

- purposes of understanding the issue and troubleshooting.
- iv. The qualification and training of Proposer's support staff.
- d) Discuss the Proposer's approach to planned software releases.

- **Section 5: Exceptions and Assumptions (Excluded)**

If Proposers take exception to Contract terms and conditions or technical requirements, such exceptions must be specified, detailed and submitted under this Proposal section in a separate, signed certification. THEA is under no obligation to accept the exceptions to the stated Contract terms and conditions.

Proposers shall not identify any exceptions in the Price Proposal. All exceptions should be noted in Section 5 of the Technical Proposal.

Proposers shall not include any assumptions in their Price Proposals. Any assumptions should be identified and documented in this Section 5 of the Proposal. Any assumptions included in the Price Proposals will not be considered by THEA as a part of the Proposal and will not be evaluated or included in any Contract between THEA and the Proposer, should the Proposer be selected to perform the Work.

Failure to take exception in the manner set forth above shall be deemed a waiver of any objection. Exceptions may be considered during the Proposal evaluation process at the sole discretion of THEA.

- **Appendices (Excluded)**

Proposers shall submit the following materials in the form of Appendices:

1. Proposal Appendix 1: Product Cut Sheets for key system components based on the proposed system. These may be submitted on paper sized larger than 11" x 17" if folded neatly to 8½" x 11".
2. Proposal Appendix 2: Preliminary Bill of Materials (BOM) that details all primary hardware and software to be provided.
3. Proposal Appendix 3: Work References (Work References Form can be found in the attachments to this RFP)

**4. 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);
- 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 11" x 17" if folded neatly to 8½" x 11".

**5. Resumes**

Include one-page resumes for the Project Manager and the key active participants of Respondent's team.

**6. Forms**

The following forms are required to be completed, signed, notarized when indicated and included in Respondents' ELOR Package.

- **Form 2 - Declaration of Respondent**
- **Form 3 - Public Entity Crimes Form**
- **Form 4 - Conflicts of Interest Statement**
- **Form 5 - Certification Regarding Scrutinized Companies List**
- **Form 6 – Acknowledgement of Receipt of Addendum**

**2.2 PRICE PROPOSAL PACKAGE:**

One (1) electronic copy of the Price Proposal Package in Adobe PDF shall be delivered to THEA by the date, time, and at the location stated for the **Deadline for Price Proposals to THEA Procurement** referenced in Section A, Paragraph 1.4, Schedule of Events. The Price Proposal is to be submitted in a separate e-mail marked "PRICE PROPOSAL NUMBER I-1323". A copy of the required **Form 7 – PRICE PROPOSAL FORM** is contained in Section C.

The Price Proposal information shall be submitted on the Price Proposal Form (see Attachments to this RFP). The price proposal shall be inclusive of all direct and indirect costs. No additional ongoing costs, including licenses, shall be required of THEA. Proposers must not include in the Technical Proposal any information regarding the costs or pricing submitted in the Price Proposal.

The Price Proposal Forms shall be fully completed and properly executed by an authorized officer of the Proposer in order to be considered responsive. All Price Proposal Forms must be completed and signed and dated in blue ink. The Price Proposal Forms must be completed in a permanent and legible fashion.

**[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 ELOR Package:**

- FORM 1: Payment and Performance Bond
- FORM 2: Declaration of Respondent
- FORM 3: Public Entity Crimes Form
- FORM 4: Conflicts of Interest Statement
- FORM 5: Certification Regarding Scrutinized Companies Lists
- FORM 6: Acknowledgement of Receipt of Addendum
- FORM 7: Price Proposal Form

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

**FORM 1**

**For Clerk of the Court  
Recording Purposes**

Return to: Contracts Manager  
Tampa Hillsborough Expressway Authority  
1104 East Twiggs St., Suite 300  
Tampa, FL 33602

BOND NO: \_\_\_\_\_

**PERFORMANCE BOND**

BY THIS BOND, We, \_\_\_\_\_, a \_\_\_\_\_  
corporation, as **Principal**, and \_\_\_\_\_, a \_\_\_\_\_  
corporation, as **Surety**, located at \_\_\_\_\_ are bound to the **TAMPA  
HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY**, herein called **Owner**, in the sum of  
\$\_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives,  
successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, 20\_\_\_\_ between Principal and Owner for construction of the \_\_\_\_\_ at the Tampa-Hillsborough County Expressway Authority, Request for Proposals (RFP) Contract No. O-0622, at the times and in the manner prescribed in the contract, the contract being made a part of this bond by reference, and
2. Pays Owner all loss, damages including delay damages, including but not limited to liquidated damages, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract for construction and any applicable warranty period, then this bond is void; otherwise it remains in full force.

The Surety, for value received, agrees that any changes, extensions of time, or additions to the Terms of the Contract Documents, and neither compliance nor noncompliance with any formalities connected with the contract or the changes shall not affect Surety's obligation under this bond. Surety hereby waives notice of any such changes.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON: \_\_\_\_\_, 20\_\_\_\_\_.

Name of Principal (Contractor):

\_\_\_\_\_

Name of Surety:

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Attorney in Fact

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Fax No. \_\_\_\_\_

(Attach "Certificate & Affidavit Form Surety Bond Insurer" and  
"Power of Attorney" from Surety)

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

:

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

:

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ by \_\_\_\_\_, who \_\_\_\_\_ is personally known to me or \_\_\_\_\_ has produced \_\_\_\_\_ as identification and did not take an oath. [Notary, check appropriate blank; and, if obtaining identification, fill in appropriate identification number.]

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed Name of Notary)

\_\_\_\_\_  
(Serial Number, if any)

This form complies with  
Section 255.05, Florida Statutes

**CERTIFICATE AND AFFIDAVIT FOR SURETY BOND INSURER**

TO: TAMPA HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY (THEA)

RE: \_\_\_\_\_

PROPOSER:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

AMOUNT OF BOND: \_\_\_\_\_

SURETY BOND INSURER:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Before me, the undersigned authority, personally appeared, \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ who hereby certifies that, the insurer named above:

1. Is licensed to do business in the State of Florida;
2. Holds a certificate of authority authorizing it to write surety bonds in Florida;
3. Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
4. Is otherwise in compliance with the provisions of the Florida Insurance Code; and,
5. Holds a currently valid certificate of authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code.

\_\_\_\_\_  
Signature of Officer of Surety Insurer

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

:

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

THE FOREGOING INSTRUMENT was sworn to, subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, who \_\_\_\_\_ is personally known to me or \_\_\_\_\_ has produced \_\_\_\_\_ as identification and did take an oath.

[Notary, check appropriate blank; and, if obtaining identification, fill in appropriate identification number.]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires:

\_\_\_\_\_

(Serial Number, if any)



**For Clerk of the Court  
Recording Purposes**

Return to: Contracts Manager  
Tampa Hillsborough Expressway Authority  
1104 East Twiggs St., Suite 300  
Tampa, FL 33602

BOND NO: \_\_\_\_\_

**PAYMENT BOND**

BY THIS BOND, We, \_\_\_\_\_, a \_\_\_\_\_  
corporation, as **Principal**, and \_\_\_\_\_, a \_\_\_\_\_  
corporation, as **Surety**, located at \_\_\_\_\_ are bound to the **TAMPA  
HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY**, herein called **Owner**, in the sum of  
\$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal  
representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payment to all claimants, as defined in Section 233.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract dated \_\_\_\_\_, 20 \_\_\_\_\_ between Principal and Owner for construction of \_\_\_\_\_ (RFP No. \_\_\_\_\_), the Contract being made a part of this bond by reference; and
2. Pays Owner all loss, damages expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract related to payment for such labor, materials, or supplies furnished to the Principal, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

DATED ON: \_\_\_\_\_, 20\_\_\_\_\_.

Name of Principal (Contractor):

\_\_\_\_\_

Name of Surety:

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney in Fact

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Fax No. \_\_\_\_\_

(Attach "Certificate & Affidavit Form Surety Bond Insurer" and  
"Power of Attorney" from Surety)

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

:

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

:

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ by \_\_\_\_\_, who \_\_\_\_\_ is personally known to me or \_\_\_\_\_ has produced \_\_\_\_\_ as identification and did not take an oath. [Notary, check appropriate blank; and, if obtaining identification, fill in appropriate identification number.]

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed Name of Notary)

\_\_\_\_\_  
(Serial Number, if any)

This form complies with  
Section 255.05, Florida Statutes

**CERTIFICATE AND AFFIDAVIT FOR SURETY BOND INSURER**

TO: TAMPA HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY (THEA)

RE: \_\_\_\_\_

PROPOSER:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

AMOUNT OF BOND: \_\_\_\_\_

SURETY BOND INSURER:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Before me, the undersigned authority, personally appeared, \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, who hereby certifies that, the insurer named above:

1. Is licensed to do business in the State of Florida;
2. Holds a certificate of authority authorizing it to write surety bonds in Florida;
3. Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
4. Is otherwise in compliance with the provisions of the Florida Insurance Code; and,
5. Holds a currently valid certificate of authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code.

\_\_\_\_\_  
Signature of Officer of Surety Insurer

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

:

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

THE FOREGOING INSTRUMENT was sworn to, subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, who \_\_\_\_\_ is personally known to me or \_\_\_\_\_ has produced \_\_\_\_\_ as identification and did take an oath.

[Notary, check appropriate blank; and, if obtaining identification, fill in appropriate identification number.]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires:

\_\_\_\_\_

(Serial Number, if any)

**[END OF FORM 1 – PAYMENT AND PERFORMANCE BOND]**

**FORM 2**

**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 work, including the specific individuals named in the its proposal and the specific key personnel named in its proposal shall remain assigned for the duration of the project, unless otherwise agreed to in writing by the THEA.
- (7) By submitting this response, Respondent accepts and acknowledges that Respondent can comply with all terms and conditions set forth in the solicitation including, without limitation, the insurance and performance/payment bond requirements and the indemnification provisions.
- (8) The person signing hereby warrants that they are duly authorized to sign and bind on behalf of the Respondent.

IN WITNESS WHEREOF, this response is hereby signed and sealed as of the date indicated below.

**ATTEST:**

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Printed Name of Witness)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Printed Name of Witness)

**RESPONDENT:**

\_\_\_\_\_  
Firm Name

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

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

\_\_\_\_\_  
(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 2 - 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 3- 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 4 – CONFLICTS OF INTEREST STATEMENT]**

**FORM 5**

**CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

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

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

Respondent / Bidder Name: \_\_\_\_\_

Respondent /Bidder FID or EIN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

I hereby warrant that I am duly authorized to sign and bind on behalf of the company listed above as the "Respondent/Bidder".

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

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

**RESPONDENT/BIDDER:**

By: \_\_\_\_\_  
(Authorized Signature)

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

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

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

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

**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 6 – ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM]**

**PRICE PROPOSAL FORM**

**(Print this page on respondent's letterhead and attach with response)**

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

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY  
(THEA)

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

Subject: \_\_\_\_\_

Dear THEA:

Having carefully examined the Instructions to Bidders, Supplementary Instructions to Bidders, General Provisions, Supplementary General Provisions, Special Provisions and Technical Specifications, Plans or Drawings (if issued), of the above subject project and contract, as well as the premises and the conditions affecting the work, the undersigned proposes to furnish all labor and materials called for by them and equipment necessary and to accomplish the entire work within the time period indicated in accordance with the said documents for the prices presented in the price schedules included on the attached BID TABULATION SHEET.

The undersigned acknowledges that they understand the following conditions that within the price schedules amounts indicated with brackets around the amounts are considered to be deductions or credits to the overall project cost. Calculations of price schedule extensions and price totals shall appropriately account for individual deductive and additive pay items.

**TOTAL LUMP SUM PRICE: \$** \_\_\_\_\_

**WRITTEN AMOUNT:** \_\_\_\_\_ **DOLLARS AND**  
\_\_\_\_\_ **CENTS**

The undersigned firm agrees to keep this offer open for acceptance for One Hundred Twenty (120) days after date of opening the bid proposal package.

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

\_\_\_\_\_  
**Name of Respondent**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

**[END OF FORM 7 – PRICE PROPOSAL FORM]**

## **SECTION D**

### **ATTACHMENTS**

1. Scope of Services
2. Insurance Requirements, Coverages and Limits

**SCOPE OF SERVICES**  
**VIDEO WALL REPLACEMENT**

**1. Project Overview**

The Tampa-Hillsborough Expressway Authority (THEA) is seeking to replace and expand the existing video wall system at its Operations Center in Tampa, Florida. The Operations Center is the central hub and control facility for management and operations activities pertaining to the Tampa-Hillsborough Expressway. The Control Room in the Operations Center is used by THEA to monitor the conditions on its roadway. The Control Room is also used by the City of Tampa to monitor its roadways surrounding the Tampa-Hillsborough Expressway. The intent of this project is to procure a new video wall solution for the Operations Center that includes replacing the existing wall in addition to adding a video wall on the side wall of the operations center. This procurement includes provision and installation of all hardware and software components of the video wall solution as well as all preparations for installation of the new system (including removal of the existing system), with the exception of end-user PC workstations and new consoles (furniture) that will be provided by THEA.

This document defines the functional and operational requirements of the new system. The objective of this system upgrade is to provide a more reliable, flexible, and multifunctional system that will allow access to more content and to provide situational awareness where it is needed most.

This system shall be scalable so that content sources (such as cameras and software applications) and destinations (additional displays) can be added in the future with minimal equipment, cost and labor.

The premise of the system is to allow access to video and audio content within THEA's Operations Center and to control and monitor intelligent transportation systems (ITS) using Advanced Transportation Management Software (ATMS) currently being procured by THEA. The Operations Center features a two-story high Control Room within the THEA Transportation Management Center. The Operations Center is currently used to monitor conditions of the roadway in real-time, primarily via the use of CCTV cameras, and operate the Access Control System for THEA's reversible express lanes on the Selmon Expressway. In the future, THEA anticipates expanding the use of the Operations Center to include presentation of informational dashboards, travel times, alarms, and other information.

Around the two-story Control Room's perimeter is a large video wall in front, work cubicles on the sides, and windowed conference rooms to the back. The system shall provide access to THEA's CCTV cameras, the City of Tampa's CCTV cameras, THEA's Advanced Transportation Management System (ATMS), and remote graphical displays and dashboards. Access to server-based, web-based, and/or workstation-based applications are also required.

The selected Vendor of this RFP will be expected to provide a full "turn-key" solution culminating in the installation of a functional, code-compliant video wall solution meeting the requirements stated herein. Any ancillary work, including but not limited to carpentry, electrical upgrades, paint touch-up and supporting infrastructure to support a fully functional and aesthetically pleasing solution shall be included as part of the Work to be completed. HVAC upgrades are excluded from this scope of work, but the Vendor shall supply device heat-loading information as required for HVAC upgrades to be performed, if

required, under separate efforts.



Figure 1: Current Control Room photo

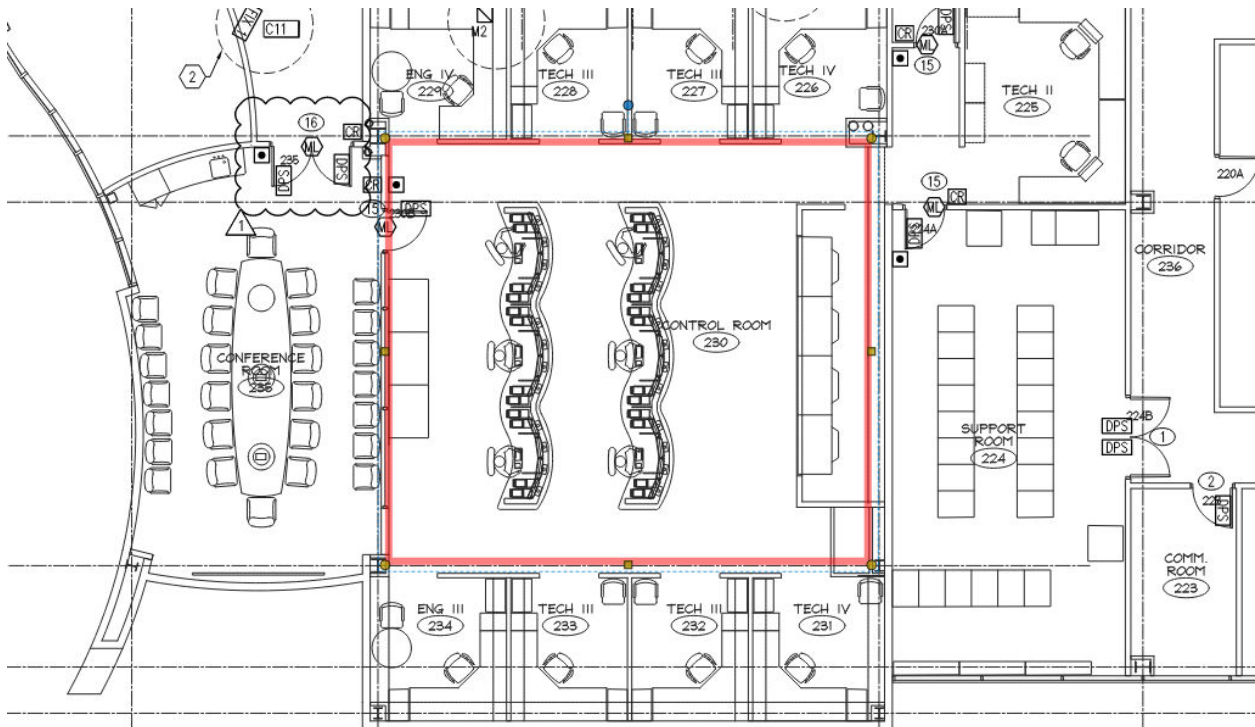


Figure 2. THEA Control Room

## **2. Vendor Responsibilities**

The Vendor shall be responsible for the proper execution of all Work as set forth in the Contract Documents. The Vendor shall be responsible for any utility coordination and the design and preparation of all documentation related to the acquisition of all permits.

The Vendor shall demonstrate good project management practices while working on this Project. These include communication with THEA and others as necessary, management of time and resources, and documentation.

## **3. Authority Responsibilities**

THEA will, for its own benefit, provide contract administration, Project management services, and quality acceptance reviews for the Project. THEA will provide Project-specific information and/or functions as outlined in this RFP.



#### 4. Acronyms and Abbreviations

Acronym/Abbreviation	Definition
ATMS	Advanced Transportation Management Software
CCTV	Closed Circuit Television
HDCP	High-bandwidth Digital Content Protection
HDMI	High-Definition Multimedia Interface
H.264	Advanced Video Coding, also known as MPEG-4 Part 10
H.265	High Efficiency Video Coding, also known as MPEG-H Part 2
IP	Internet Protocol
LCD	Liquid Crystal Display
LED	Light Emitting Diode
MPEG	Moving Picture Experts Group
NTSC	National Television Standards Committee
PC	Personal Computer
PM	Preventative Maintenance
PTZ	Pan-Tilt-Zoom
RU	Rack Unit
SCADA	Supervisory Control And Data Acquisition
VLAN	Virtual Local Area Network
4CIF	4 times Common Intermediate Format

#### 5. Mandatory Pre-proposal Site Visit

A site visit will be scheduled prior to the proposal submittal due-date for all Proposers to inspect the existing facility and systems within the facility. This visit will allow Proposers to assess the existing system, obtain dimensions, determine available and proposed wireways, assess power systems, and to obtain other information necessary for preparation of a proposal. Proposers must attend this site visit for their proposal to be accepted. Building as-built drawings will be provided to Proposers upon request.

Proposers shall submit a list of locations, facility features, or equipment at which inspection is requested at least seven calendar days prior to the scheduled visit. THEA will provide keys, ladders, and other implements as required to gain access. Proposers shall provide flashlights, tape measures, cameras, and any other tools required to gain information required for preparation of the proposal. Each Proposer will be limited to 3 attendees to the pre-proposal site visit.

#### 6. Work Products

A summary of the primary work products of this project include the following:

##### A. Design

- **Provide final layout and integration plans for review and approval by THEA (60 calendar days after Notice to Proceed (NTP)) including:**
  - Control room layout with dedicated operator console, if required by the system.
  - Final display wall layout with new monitors.

- Functional diagrams showing flow of control, each wiring and each video display monitors and controllers.
  - Wiring diagrams showing interconnection of provided systems from designated demarcation point to designated display(s).
  - Dimensioned layout plans showing placement of installations on the floor and on walls, as applicable, including sight-lines.
  - Wall mounting details.
  - Electrical circuit designation by display.
  - Any proposed modifications to facility architecture, electrical and/or mechanical systems.
- **Submit data sheets for proposed software and display control systems with operational flow chart.**
  - **Submit electrical calculations for electrical and electronic equipment provided.**
  - **Submit data sheets for electronic equipment, mounting hardware, interconnection wiring, and surge protective devices/grounding systems for review and approval by THEA.**
  - **Submit data sheets for materials proposed for architectural, structural, electrical, and/or mechanical modifications for review and approval by THEA.**

#### **B. Construction**

- **Provide a complete and fully functional system as described in this technical specification**
- **Furnish, install, integrate and test an electrical subpanel dedicated for use by the Video Wall. Ample space and capacity for the anticipated loads, however this should be verified in the field.**
- **Furnish, install, integrate and test electronic equipment, control system devices and software, support equipment, interconnection wiring, grounding, and surge protective systems.**
- **Inspect installation work; THEA to witness.**
- **Remove existing architectural enclosure behind existing video wall; restore surrounding surfaces to match.**
- **Inquire with THEA regarding THEA's desire to retain any existing display equipment. Dispose of other removed equipment, materials, and debris as per applicable local area laws and requirements in an environmentally safe manner.**
- **Conduct burn-in and final acceptance test and inspection; THEA to witness.**
- **Perform factory acceptance testing, site acceptance testing, and system acceptance testing, subject to THEA witness and approval.**
- **Repair and restore any damaged and/or modified architectural features to match the surroundings.**

- **The Vendor shall be responsible for obtaining all permits, as required, for the Work.**

#### **C. Documentation**

- **Submit phased installation, cut-over plan, and schedule (maintaining minimum 50% of existing video display capacity during transition).**
- **Deliver system documentation, warranty information and maintenance/operator manuals prior to final acceptance.**
- **Submitted documentation shall be in accordance with the content and process detailed in Section 155.**

#### **D. Training**

- **Provide operator, administrator and maintenance training to designated THEA staff and THEA vendors prior to System Acceptance.**

#### **E. Maintenance and Warranty**

- **Provide a full 5-years of maintenance to commence upon final acceptance of the system, to cover all equipment installed under this contract.**
- **Provide a minimum 5-year hardware warranty, commencing upon system acceptance.**

### **7. Analysis of user needs**

The Video Wall Collaboration System will serve the needs of Traffic Operators at the THEA Operations Center to accommodate 24/7 operations.

#### **A. Operator functions**

The functions performed at the Traffic Operations Center include:

- **Reversible Express Lane (REL) operations**
- **Monitor Intelligent Transportation Systems**
- **Monitor tolling system operations**
- **Monitor the recurring traffic congestions, wrong way driving events and traffic incidents**
- **Make real signal timing adjustments to reduce congestion caused by the traffic incidents**
- **Special events traffic managements**
- **Signal timing review, design, approval and testing**

A summary of the application requirements is in sections 7.B and 7.C, below.

#### **B. Content Sources**

Users shall be able to access and display content sources including, but not limited to, those listed below. Refer to Section 9 for additional details regarding content sources.

- **Live video cameras**
- **Real-time roadway conditions and Intelligent Transportation Systems status and data via Advanced Transportation Management Systems (ATMS)**
- **Real-time and predictive pedestrian and bicycle activity data**
- **Real-time traffic conditions**
- **System and facility alarms**
- **Internet / Web-site content (Google maps, news, streaming video)**
- **Live television for news and weather feeds.**
- **Screen content from the workstations**

### **C. User Needs**

1. **Situational Awareness** – real-time access to conditions on the monitored roadways, including those from video cameras and other monitoring systems
2. **Device status** – real-time access to operational status of devices such as REL gates, cameras and Dynamic Message Signs, traffic signals, other ITS devices and toll system devices
3. **News and Weather accessibility** – the ability to display and distribute news and weather reports from commercial and/or non-commercial broadcast sources including television and internet.
4. **Multiple layouts** – The ability to switch between and develop different preset content arrangements based on operating scenario (time-of-day and/or event/incident)
5. **Audio** – The ability to selectively listen to audio correlating to the video being watched, including desktop workstation audio, television broadcast audio and other sources, selectable at individual locations and/or throughout the room.
6. **Travel Time Monitoring/Reporting** – The ability to monitor travel times, not just through a single facility, but regionally and in concert with travel times for neighboring agency roadways.
7. **Camera control** – The ability to operate the pan-tilt-zoom functionality of cameras via the same interface used to display cameras, facilitating situational awareness, especially during incidents.

## **8. Additional Functional Requirements**

### **A. Layouts & Templates**

The system shall be capable of storing predefined layouts and templates. Layouts allow operators to save the current position and size of every source that is being display by the system. Templates are similar to layouts except that they only save a predefined size and position, not the source occupying that size and position. Alignment tools shall be included to enable sources to be perfectly arrayed and aligned on a large display.

### **B. Alarm condition reactions**

Administrators and/or users shall be able to create scripts that react to alarm conditions by automatically recalling different wall states and even making calls to other applications, such as CCTV cameras, to access the appropriate visual data.

The system shall include an alarm to alert occupants of the Control Room when the system is operating

on backup power.

### **C. Layering**

The systems shall make it possible to create layers with different transparency levels that allow users to overlay different sources, including using varying layers of transparency upon which data from other sources may be overlaid.

For example, a user can take a satellite image and overlay a road map of that same area. When the road map is made semi-transparent, the underlying satellite imagery is made visible, creating a hybrid image representing the underlying satellite image with the road information superimposed.

### **D. Cropping**

A cropping function shall allow users to remove unwanted portions of a source's image. For instance, if a source was displaying an overview of a SCADA system, the operator would be able to crop portions of the image so that it only contained the area of the image they were interested in. This helps to maximize the effectiveness of the data being displayed by removing extraneous information.

### **E. Source Labeling**

All content sources shall have customized labels attached to them, defined by the Video Wall system. Operators shall be able to select whether the label appears on the video wall along with the content.

### **F. Quantitative requirements**

The system shall accommodate the following quantities:

- Minimum of 6 operator workstations with ability to operate the Video Wall
- 4 user accounts with permissions to operate the Video Wall (one shared-use operator account plus three shift-supervisors).
- 12 individual workstations equipped and/or configured with capability to share content to the Video Wall system (6 workstations in the room plus laptops and/or computers located elsewhere on the network).
- 6 individual workstations capable of sharing content to the Video Wall system concurrently
- 72 simultaneous content sources on the main Video Wall, including 60 high-definition (assume 1080p resolution) camera views.
- 48 simultaneous content sources on the side Video Wall, including 36 high-definition (assume 1080p resolution) camera views.

The proposal shall describe the pricing model that applies if these quantities were to change and/or increase. Describe if these quantities are limited by hardware, by software, and/or by licenses.

### **G. Administrator Controls**

Accounts with Administrator privileges shall have the ability to add and/or remove content sources from the list of sources available to operators. Administrator-level users shall be able to specify the user-permission required to access individual sources. Addition and/or modification of available sources shall not require services from the Video Wall system Vendor.

## 9. Content Sources

The system shall accommodate both network sources and non-network (local) sources.

### A. Network sources

Network sources consist of any camera, encoder, web page, application, PC, server, etc. that has an IP address and is configured to be a source on the video wall system. Network sources may be at any location that can be accessed by THEA's IP network.

Network sources include:

- **User Workstations (screen and/or window mirroring)**
- **CCTV cameras (up to 250) – owned either by THEA and/or by the City of Tampa via an existing network connection between the two agencies. Video cameras shall be fed from the existing Genetec Video Management System, a planned Teledyne/FLIR Video Management System, and/or directly from field cameras as supported by existing network topography.**
- **Rekor One cloud-based insights for pedestrian and bicycle activity**
- **Traffic conditions via Waze**
- **Various system-generated alarms and alerts generated from SolarWinds**

Where an individual workstation screen is to be specified as a content source, measures shall be taken to protect the privacy of users of these PCs from unauthorized monitoring. The Vendor shall provide a mechanism, based on the Vendor's experience and best practices, to ensure a user of a PC consents to the sharing of the screen content before such content is distributed. The ability to distribute video from an unattended device shall not be impeded.

### B. Non-network sources

Sources that do not inherently have IP addresses may either be hard-wired to the Video Wall system equipment or may be encoded to allow the display content to be transmitted over the network. Non-network sources shall include:

- **Two (2) simultaneous television channels (typically news and weather). The system shall be able to control the THEA-provided cable TV tuners.**
- **Live web page content as called up from operator <sup>1</sup>**
- **Kapsch DYNAC Advanced Traffic Management System software <sup>1</sup> (for City of Tampa / Reversible Express Lane gates)**
- **Cameleon Advanced Traffic Management Software (for THEA Intelligent Transportation Systems)**
- **Microsoft Office Applications called up from users <sup>1</sup>**
- **Saved video files <sup>1</sup>**
- **Facility generated alarms (such as for generator/backup power use) from the facility's Building Management System.**

- **2 Auxiliary HDMI inputs in Control Room for ad-hoc use, such as for connection of visitor's laptops, portable video players, and/or other inputs <sup>2</sup>**
- **4 Auxiliary HDMI inputs in Server Rack for future use <sup>2</sup>**

<sup>1</sup> These sources should run on a workstation dedicated to the Video Wall collaborations system, installed in the video wall server rack. While the workstation has network connectivity, video output should preferably feed the Video Wall collaboration system directly to mitigate potential latency that may arise from network-based connections.

<sup>2</sup> Some of these sources may contain High-bandwidth Digital Content Protection (HDCP) encoding. HDCP sources must be able to traverse the network and be properly depicted on the respective display(s) without degradation; however, it is not required to maintain HDCP compliance end-to-end.

### **C. Sources derived from other sources**

An administrator shall have the ability to crop a source image and save the cropped portion as a new source. This could be used and view only a desired portion of the source, for instance, to extract and view only the ticker from the bottom of a TV news feed.

### **D. Audio**

The system shall support sources containing both audio and video components. The Vendor shall be responsible for ensuring that the audio is time-synchronized with the videos as displayed on the wall.

## **10. Description of affected locations**

With the exception of the Conference Room, all rooms noted in this section are on the second floor of the THEA Operations Center, with some spaces extending in height to the third floor ceiling.

### **A. Control Room**

The Control Room is approximately 32'-9" wide by 31' deep, with a ceiling that is two stories high.

The room contains six operator workstations, arranged in two rows of three. The operators in the front row are seated about 13 feet from the current video wall.

The architectural wall supporting the existing video wall is approximately 22'-2" wide, with walking space on either side of the wall. This wall is set forward about 5 feet from the front of the room, effectively creating a narrow enclosure for access to the rear of the existing video wall cubes.

A row of cubicles exists on the right side of the room on the first level, positioned against a wall extending to the Control Room ceiling. On the left side is a row of cubicles with a single-story high ceiling. A row of windows overlook the Control Room from the second level above these cubicles.

### **B. Server Room**

A server room contains existing electronic equipment (data racks) used for networking, communications and other systems. This room is just beyond the video wall and Video Wall Service Corridor towards the front of the room. The room is approximately 510 square feet in area. The Server room contains existing power panels and a 25 KVA UPS.

The server room is currently near physical capacity and space for additional equipment racks in this room cannot be guaranteed. Connections to existing systems in this room, however, will be required.

### **C. Conference Room**

A conference room measuring approximately 570 square feet sits at the back of the Control Room on the third floor. Windows between the Control Room and the Conference Room allow occupants of the Conference Room to see the video wall and activity in the Control Room.

### **D. Video Wall Service Corridor**

A corridor behind the existing video wall, measuring about 5 feet wide by 22 feet long, provides access to the rear of the existing video wall. The wall facing the Control Room has a large cut-out window where the current rear-projection cube displays are housed. This wall does not reach the Control Room ceiling and the corridor does not have its own ceiling, leaving it open for airflow to the Control Room. Lighting for the Service Corridor is attached to a structural beam protruding from the Server Room-facing wall. An image of the Video Wall Service Corridor is in Figure 3: Video Wall Service Corridor

It is expected that any equipment racks needed for Video Wall operation will be placed in the Video Wall Service Corridor. Removal of the rear-projection cube displays will leave adequate space for these equipment racks.





Figure 3: Video Wall Service Corridor

## 11. Current configuration

The current video wall consists of an array of 3 rows of 4 cubes each, measuring approximately 17'-4" wide by 9'-9" tall. The wall is powered by a Christie Digital system with content controlled via a Jupiter processor.

## 12. Technical Requirements

### A. General Requirements

- A processing solution that provides a Collaboration Suite, which allows the sharing and controlling of information on the Video Display Walls which displays and shares IP camera streams, network sources, websites, tuner displays along with non-network laptops and/or workstations that can be captured and displayed.
- Database redundancy for user accounts and content sources to eliminate a single point-of-failure of ability to access content sources. (Redundancy for displays is not required as multiple content destinations are available).

- Database servers that would encompass user account information, CCTV and content source listings shall exist for the system.
- Industry-standard 42 Rack Unit height data equipment racks with lockable front and rear doors. Space in existing server room racks is limited and may be used only for patch panels and/or similar interfaces to the Video Wall system racks.
- Video wall content shall be independent of content at local workstations. It should not be required to occupy a local workstation in order to place content on the video wall. However, any user with Wall Control capability shall also have the ability to bring up the same remote content onto their workstation screens.
- Six workstation positions shall be configured for video wall operation and control.
- The Vendor shall provide for a minimum of 4 hours training for Administrators, 4 hours of training for video wall Maintenance Staff and 4 hours training for Operators.
- The ability to capture up to 12 concurrent non-network sources to serve as a software based encoding solution for display on any video wall and/or workstation on the system.
- Video Wall Operation shall be achieved from workstation positions. The Operators shall be able to place any of the content sources in any location on the video wall, in any portion of a monitor on the video wall, and/or spanning multiple monitors comprising the wall. Additionally, operators shall be able to route audio associated with individual content sources to one of two audio channels available to individuals viewing the wall.
- In addition to the ability to select sources to bring on the video wall, the operator shall have the ability to control certain types of content on the wall. For camera feeds, the operator shall be able to perform pan-tilt-zoom operations on all available PTZ traffic cameras using the Video Wall Vendor's interface, without requiring operators to use the camera manufacturer's and/or Video Management System's interface. Where the content source is a TV channel, operators shall be able to change the channel associated with the selected tuner.
- A system administrator shall be able to define sources (such as cameras) that a video wall operator is authorized to retrieve and the video walls upon which the user is authorized to place content.
- The Control Room shall have one operator account that is common to all operators such that shift-changes and/or other personnel changes does not require a user to log-out and/or log-in to the video wall system. The system shall be capable of multiple operator accounts.
- The system shall be capable of saving preset video wall layout templates used for the most common uses of the wall. After content presentation is customized for a specific purpose, an operator shall be able to quickly revert to the preset to restore normal conditions.
- Administrator-level users shall have the ability to add, remove, and/or modify available source options, external device control, mobility to share information on the wall, and/or modify the standard layouts without the need for the Vendor to do so. This modification shall be able to be performed centrally, such that changes to the list of sources would apply to all level control-users without having to connect locally to each individual PC. Administrator access would not be used for day-to-day operations.
- In addition to adding and/or removing content sources, administrator-level users shall be able to specify the user-permission required to select individual content sources to be displayed.

- Network-based content sources may be located anywhere on the THEA network. It shall not be required to run a physical dedicated cable from the content source to the video wall system. Content sources may consist of video alone, audio alone, and/or both video and audio.

The Vendor is to make no assumptions for work, power sources, and/or communication sources that they are not providing. Any work and/or equipment that is to be provided by THEA should be clearly listed and identified in the proposal as such. THEA will determine whether these items can be provided prior to approval.

## **B. Power requirements**

- Sufficient three-phase 120/208-volt power is available in the Server Room to power both the equipment racks and the displays. Existing panelboards are on the wall of the Server Room that backs up to the Video Wall Service Corridor.
- The facility is equipped with backup power from a diesel generator. The UPS only serves to maintain continuous operations during the start-up phase of the generator.
- Power for all equipment except for the displays shall be obtained from an existing circuit breaker panel that is protected and conditioned by an existing 25 KVA uninterruptible power supply (UPS).
- Power for displays shall be obtained from a separate circuit breaker panel that is not protected by UPS. It is acceptable for the displays to turn off during a facility power outage. However, the vendor shall furnish and install power conditioning devices for these loads.
- 120VAC circuits shall be provided to the video wall locations as required to serve the displays. A sub-panel shall be installed off a main breaker if it is determined necessary to provide these circuits.

## **C. Structural requirements**

The vendor shall provide structural calculations demonstrating that all walls are capable of supporting the weight of the attached displays. Mounting details shall be provided.

The existing wall between the Control Room and the Video Wall Service Corridor rests on top of a raised tile floor. The vendor shall determine if any reinforcements to this wall are needed in order to house the displays and shall design and provide such structural enhancements.

The large opening in the aforementioned wall, currently occupied by the existing rear-projection cubes, shall be framed and finished with drywall and appropriate backing material in a manner such that it forms one cohesive, solid wall that may support the displays that will be attached to it. The finishing shall be painted on both sides to match the surroundings.

Any required structural drawings and calculations shall be signed and sealed by a Professional Engineer licensed in the State of Florida.

## **D. Display requirements**

For the purpose of this system, a “display” is defined as a cohesive surface on which video content may be placed. A single display may consist of one electronic component or multiple components arranged in a manner such that it functions as a single video screen without regard for the physical boundaries of each component, thus allowing its contents to span all or part of multiple screens. Examples of a display may

include a multi-screen video wall, two narrow-bezel monitors placed adjacent to one another, an assembly of bezel-less LED modules, or a single desktop monitor.

On this system, the Video Wall System shall consist of:

- **Direct view LED (DVLED) Front wall:** Measuring approximately 19'-10" feet long by 11'-2" feet high. This size is comparable to a 5-by-5 matrix of 55-inch screens.
- **DVLED Side wall:** Measuring approximately 23'-10" long by 4'-6" high. This size is comparable to a 6-by-2 matrix of 55-inch screens.
- **Virtual (remote-access) display:** A virtual arrangement of content in a typical 1920-by-1080 pixel resolution that can be viewed on workstations anywhere on the THEA IP network via standard web browser by users with appropriate access credentials. Content shall be able to be placed on the virtual display in the same manner and with the same flexibility as a physical display and may be used to share content with parties with a need to access this information who are not located in the main Control Room.

Additional features of the front and side displays shall be as follows:

- **Display type:** Direct-view LED
- **Bezel width:** zero (seamless)
- **LED type:** Commercial-grade 3-in-1 black SMD
- **Pixel size:** 1.26 mm, maximum
- **Pixel density:** 58,518 pixels per square foot
- **Brightness Max:** 600 nits
- **Brightness uniformity:**  $\geq 97\%$
- **Color uniformity:**  $\geq 97\%$
- **Color gamut:** 100% NTSC
- **Colors:** 16.7 million
- **Color temperature:** 3000 K to 10,000 K, adjustable
- **Contrast ratio:**  $\geq 7000:1$
- **Viewing angle, horizontal:**  $\geq \pm 70$  degrees at  $\geq 90\%$  brightness
- **Viewing angle, vertical:**  $\geq \pm 70$  degrees at  $\geq 80\%$  brightness
- **Line voltage:** 100-240 volts AC
- **Redundancy:** Power supplies. Video signal inputs
- **Access:** Be able to service and remove all component from the front of the video wall
- **Mounting:** Wall-mount; Mounting system that allows for alignment to correct for non-flat surfaces
- **Noise:** Quiet, no fans
- **Temperature:** Operating +14°F to +104°F, Storage -4° to +140°F

- **Humidity: Operating 10%-80% relative humidity, storage 10%-85% relative humidity**
- **Serviceability: Hot-swappable modules (no impact to adjacent modules when replacing one module)**
- **Low reflectance**
- **HDCP compliant**
- **Color temperature adjustment and synchronization**

The front video wall shall be placed along the front perimeter of the room in the same location as the existing front video wall.

The side video wall shall be installed on the right side of the room above the current cubicles.



Figure 4: Control Room Video Wall placement photo

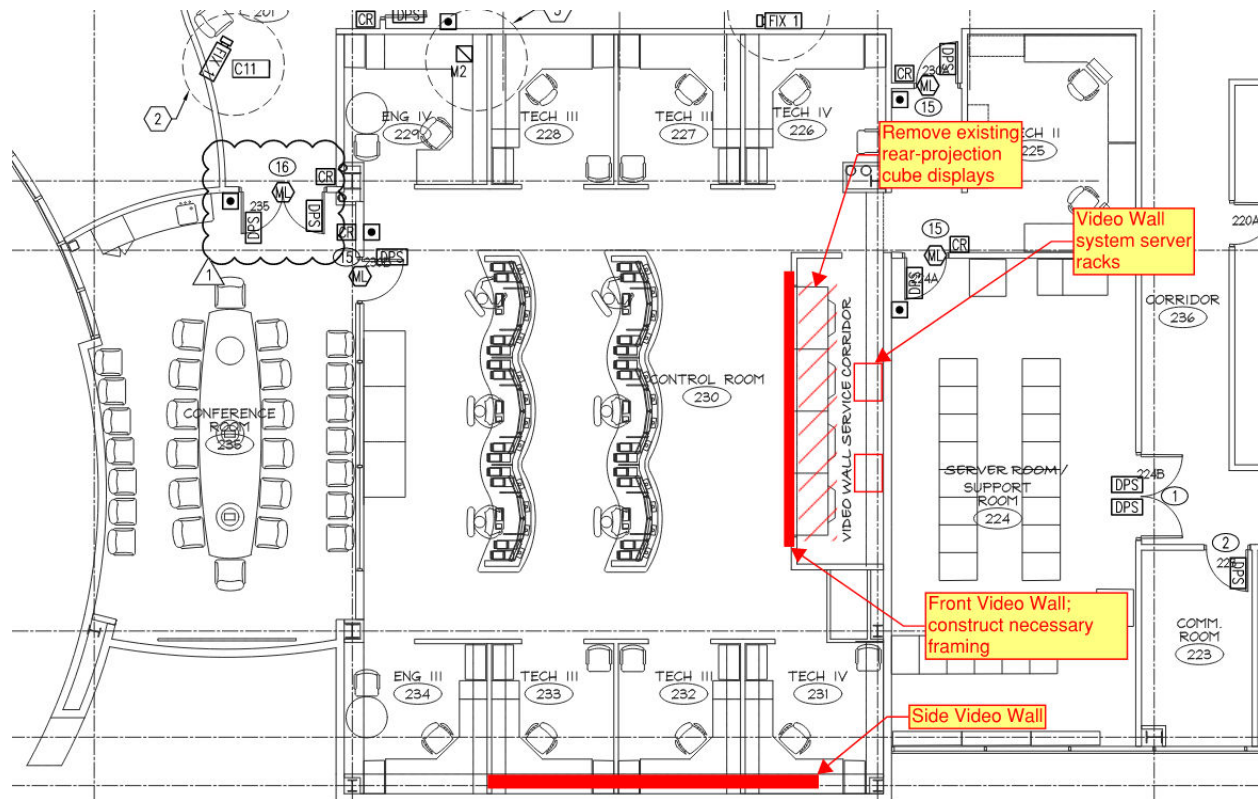


Figure 5: Control Room video wall placement plan

### E. Audio requirements

Some sources include audio that is coupled with video.

Two monaural audio channels shall be made available. The video wall operator shall be able to route audio from any content source to either of the two audio channels. Audio shall be made available at the following locations.

- Throughout the control room via room-wide speakers (either wall- and/or ceiling-mounted), with channel and volume selected by the video wall operator via soft (software) controls.
- At each of the six workstations in the control room, with channel and volume individually selected via dedicated speakers positioned at each seat via hard (knobs, buttons, switches) controls.
- In the third floor conference room behind the control room, with channel and volume selected via a console in the conference room.

For routing purposes, the system may require that audio be separated from video. If both audio and video from the same source are selected, they shall be time-synchronized prior to reaching their respective outputs.

Neither telephones, headsets, nor microphones are required.

### F. Compatibility

The system shall simultaneously accept camera inputs in a variety of industry-standard resolutions and

encoding schemes, such as (but not limited to) NTSC, 4CIF, H.264, and/or H.265.

The system shall interface with existing and planned management systems including but not limited to DYNAC, Cameleon, Genetec, and Teledyne Flir.

The system shall use THEA's existing Windows Active Directory services for user authentication.

The system shall be able to process HDCP-encoded signals. It is not necessary for HDCP encoding to be maintained end-to-end.

### **G. Network Conformance**

All network connections and hardware connected to the THEA network shall comply with THEA Information Technology network standards.

Implementation of a VLAN, requirements for domain rules and/or exceptions, use of Windows Active Directory for user login credentials, and/or the proposed addition of equipment causing a substantial increase in network traffic (such as for purposes of streaming video) must be first coordinated with THEA's network administrators.

### **H. Facility Construction**

An appropriate aesthetic trim shall be applied around the perimeter of the new displays.

Equipment racks required to support the Video Wall shall be placed in the Service Corridor. Racks shall be placed as to allow front- and rear-access and to allow for adequate passage around the racks.

Penetrations for passage of power wire and communications cable between the Server Room and the Service Corridor shall be coordinated with THEA and installed by the vendor. Power and communications shall not pass through the same wall penetration. This wall has a 1-hour fire rating which must be maintained. Wall penetrations shall be sealed with approved firestopping material.

Passage of cabling across racks beneath the existing raised floor is permitted. For passage of exposed cabling in the Video Wall Service Corridor, a cable tray, ladder, and/or other means of wire management between racks shall be installed. The wire management fixture shall not diminish the usefulness of the lighting in the corridor.

Any facility construction shall be performed by personnel possessing the appropriate licenses and/or other credentials necessary to perform the respective trades. Qualifications shall be submitted to THEA for approval at least two weeks before work begins.

## **13. Staging and Removals**

The installation of the new Video Wall Collaboration system will require a phased decommissioning and removal of existing video wall infrastructure. The Proposer shall include a staged cutover and removal of this equipment as part of the scope-of-work for the new installation. THEA should be given an opportunity to retain any removed equipment; equipment that is not retained by THEA shall be disposed of by the Vendor.

The staging process shall maintain, at a minimum, the capabilities of the current system at all times with

50% of the current usable video wall space during construction. Under no circumstance may the Video Wall be completely unavailable to operators during operational hours. The side video wall shall be constructed and used as a temporary replacement for the existing (front) video wall during demolition and reconstruction of the front video wall.

In certain cases, the Vendor will have the option to retain and re-use existing components and/or to replace them. The Proposer shall propose an option which would best meet goals of cost-efficiency and reliability both in the immediate-term and in the long-term. All equipment, whether retained or replaced, shall be covered under the Maintenance Agreement as described in the section below.

Removal of the existing system shall include removal of the 5-foot-wide enclosure that houses existing rear projection cubes. Affected floors and walls shall be restored to match surrounding conditions.

## **14. Maintenance agreement**

### **A. Overview**

The Vendor shall provide a full 5-year agreement, to commence upon final acceptance date of the system, to cover all equipment installed under this contract, including but not limited to:

- **Displays**
- **Server equipment**
- **Software**
- **Cabling**

The agreement shall be of the highest level provided by the Vendor, and, at a minimum, shall be inclusive of the following:

- 24/7 Phone support
- Remote Web-based Database Access
- Software updates to new versions of Video Wall software and interim software patches (excluding labor to install and configure)
- Logistical support for repairs
- Minimum 5-year hardware warranty, commencing upon system acceptance, and/or equipment manufacturer's warranty, whichever is greater.
- Four (4) Scheduled On-site Preventative Maintenance (PM) visits per year, including travel expenses to perform maintenance on the Video Wall Collaboration system. Non-critical repairs shall be performed during these visits as well as perform configuration backups.
- Four (4) unscheduled emergency service visits per year, including travel and labor.

The system Vendor shall be the single point-of-contact for THEA for all warranty needs, irrespective of the warranties provided by third-party manufacturers of equipment used in the Vendor's system.

Any issues or defects found in workmanship from the original installation or scheduled and unscheduled visits by the Vendor during the maintenance agreement period shall be resolved to the satisfaction of THEA by the Vendor. Issues or defect resolution by the Vendor due to workmanship issue shall be covered by the Vendor and are independent of the maintenance agreement defined in this section.



## **B. Response/Resolution Times**

Under this service agreement, response and resolution shall be according to the severity of the reported problem.

- **Critical – A Critical problem refers to (a) a problem with the Vendor-supplied hardware and/or software rendering the system unusable, either wholly and/or in part, and/or (b) a problem with the Vendor-supplied hardware and/or software that compromises the overall integrity of the data being presented, and/or (c) a problem that completely prevents THEA from performing any business function that depends on the system such that there is a material, negative impact on agency operations for which there is no known workaround.**
  - Initial response time, via telephone, within 45 minutes
  - Technical on-site assistance within twenty-four (24) hours after the need for onsite presence is mutually determined by the Vendor and THEA.
  - Restoration of functionality needed for operations within two business days.
  - Resolution (includes root cause analysis, software patches, and/or other permanent fixes to fully restore all functionality) within 14 calendar days.
- **Major – A Major problem refers to a problem in which an individual component and/or feature of the system is unusable, but which permits the continued use of the overall system through a temporary workaround and/or other restoration of the system where the root cause of the problem is not yet known.**
  - Initial response time, via telephone and/or email, within 60 minutes during regular business hours.
  - Technical on-site assistance on the business day after the need for onsite presence is mutually determined by the Vendor and THEA.
  - Restoration of functionality needed for operations within two business days.
  - Resolution (includes root cause analysis, software patches, and/or other permanent fixes to fully restore all functionality) within 30 calendar days.
- **Minor – A Minor problem refers to a problem that causes a minor loss of functionality (i.e., minor options and/or features of the system fail to function) but which have no operational impact as determined by THEA.**
  - Initial response time, by close-of-business on the day following receipt of problem report.
  - Technical on-site assistance on the business day after the need for onsite presence is mutually determined by the Vendor and THEA.
  - Restoration of functionality needed for operations within five business days.
  - Resolution (includes root cause analysis, software patches, and/or other permanent fixes to fully restore all functionality) within 30 calendar days.

## **15. Submittals**

### **A. General**

This section specifies administrative and procedural requirements for submittals required for performance of the work, including:

- **Installation final plan layout and integration plans layout, and Schedule**
- **Phased Installation and Integration Plan**
- **Electrical calculations**
- **Acceptance Test Plan**
- **Product data sheets**
- **Performance Measurement and Acceptance Testing Reports**
- **Operator Training Material**
- **Maintenance Staff Training Manual**
- **Administrator Training Manual**
- **As-built documentation**

Submittals related to management of the contract are defined in Section 16.B.

### **B. Coordination**

The Vendor shall coordinate the preparation and processing of submittals with design, performance of testing, training and installation activities. The Vendor shall transmit each submittal sufficiently in advance of performance of related activities to avoid delay. Work may not begin until submittals are stamped as “Approved” by THEA. The Vendor shall coordinate each submittal with design, manufacturer, delivery, testing, other submittals, and related activities that require sequential activity.

The Vendor shall coordinate transmittal of submittals, so that processing shall not be delayed by the need to coordinate the concurrent reviews.

THEA reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

### **C. Processing**

The Vendor shall submit one electronic copy of each submittal unless otherwise specified in the scope of services. The copy will be reviewed by THEA and returned to the Vendor, stamped with a review disposition (Approved, Approved as Corrected, or Revise and Resubmit) along with corrections, comments, and/or required modifications.

The Vendor shall allow sufficient review time so that installation shall not be delayed because of the time required to process submittals, including time for resubmittals.

For documents containing less than 100 pages, THEA will review and provide comment on documents within 10 Business Days. For documents containing more than 100 pages, THEA will review and provide comment within 15 Business Days. When multiple documents are submitted to THEA simultaneously, or within one week of each other, the number of Business Days required for review shall be doubled. THEA shall advise the Vendor when a submittal being processed is delayed for coordination.

If an intermediate submittal is necessary, the Vendor shall process the submittal the same as the initial submittal.

The Vendor shall comply with THEA review comments.

No extension of contract time will be authorized because of failure to transmit submittals sufficiently in advance of the work to permit processing.

#### **D. Submittal Transmittal**

The Vendor shall package each submittal appropriately for transmittal and handling, using a transmittal form. Submittals received from sources other than the Vendor shall be returned without action.

The Vendor shall record relevant information and requests for data on the transmittal. The Vendor shall record deviations from contract document requirements, including any variations and limitations on the transmittal and/or on a separate sheet. The Vendor shall include the Vendor's certification that information complies with contract document requirements. The Vendor shall print and distribute submittal copies to comply with scheduled dates.

#### **E. Product Data**

The Vendor shall collect product data into a single submittal, including but not limited to shop drawings, cut sheets, manufacturer's installation instructions and performance specifications.

The Vendor shall mark the manufacturer cut sheets to show applicable choices and options. Where product data includes information on several products, some of which are not required, the Vendor shall mark copies to indicate the applicable information. The Vendor shall include the Vendor's certification that the product complies with contract document requirements.

The Vendor shall submit product data in an electronic PDF format for review. The submittal will be returned after review in accordance with Section 15.C.

#### **F. Installation Design**

The Vendor shall prepare a fully developed installation plans package that details the installation work to construct the new video display system. The installation plans package submittal shall include detailed equipment specifications, detailed wiring interconnections, detailed equipment installations, detailed cabinet/rack installations, and structural changes required for safe installation and operation.

The Vendor is responsible for reconfiguring equipment contained in each equipment cabinet/rack to maximize rack space efficiency, and to securely mount and ground each piece equipment to rack rails and rack shelves. Provide equipment to rack, rack rails and rack shelves required to accommodate new system components.

The Vendor shall submit newly prepared information drawn to accurate scale where a scale is applicable. The Vendor shall highlight, encircle, or otherwise indicate deviations from the requirements and/or specifications noted herein.

Drawings include, but are not limited to, site plans, cabinet details, rack details, grounding plan, electrical one-line diagram, display mount details, wiring diagrams, installation drawings, installation notes, and

similar drawings.

Drawings pertaining to facility modifications, including power distribution and structural attachments (including hanging of displays) shall be signed and sealed by a Professional Engineer licensed in the state of Florida.

The Vendor shall submit drawings in an electronic PDF format for review. The submittal will be returned after review in accordance with Section 15.C.

The Vendor shall not use drawings without written approval from THEA indicating action to be taken relating to installation work.

### **G. Test procedures**

The Vendor shall develop and submit test procedures to document all phases of acceptance testing, including Factory Acceptance Tests, Site Acceptance Tests, and System Acceptance Tests. Test procedures shall include a step-by-step description of how each component under test is performed, including action to be taken, expected result, and a place to document the actual result. A list of items to be test without a step-by-step procedure will not be accepted.

Acceptance testing shall be performed in the presence of THEA personnel and/or delegates thereof. This testing is a demonstration for the purpose of documenting the satisfaction of the system requirements and should be scheduled for such time after the Vendor has performed its own integration and testing and is confident that the acceptance testing will pass. Acceptance testing shall not be used by the Vendor for troubleshooting. THEA reserves the right to cancel acceptance testing in the event that the Vendor appears unprepared to perform such tests.

- 1) Factory Acceptance Test – For the Factory Acceptance Test, assemble electronic components of the complete system, as designed, at the vendor's factory and/or other designated test facility. The factory acceptance test shall demonstrate that all components are operable, all ports of all components are operable, and all required functionality is operable. The Factory Acceptance Test may use simulated external systems with similar characteristics in lieu of actual connections to THEA devices. Test displays may be used in lieu of actual video wall displays, however the actual displays shall be tested separately for functionality.
- 2) Site Acceptance Test – The Site Acceptance Test shall demonstrate that all equipment functions according to specification once delivered on-site.
- 3) System Acceptance Test – The System Acceptance Test is the final end-to-end test that demonstrates proper functionality of all aspects of the system once installed. The System Acceptance Test shall demonstrate all published capabilities of the manufacturer's installed system, whether explicitly required by this RFP or not. The System Acceptance Test shall demonstrate the concurrent capabilities of the system as well as the individual functions of the system. Following the demonstration and approval of all concurrent capabilities and individual functions, in accordance with the approved System Acceptance Test Plan, a 30-day burn in period will commence. The System Acceptance Test shall be

considered complete if there are no anomalies during the 30-day burn-in period. Any anomalies found during the 30-day burn-in period will be categorized by severity and priority by THEA and shall be addressed by the Vendor to the satisfaction of THEA. If anomalies are identified that are a high severity and high priority during the burn-in period, the burn-in period shall be restarted and continue for 30 consecutive days.

#### **H. Phased System Installation Plan and Installation Schedule**

The Vendor shall prepare a fully developed phased system installation plan and schedule for approval.

The phased system installation plan and schedule shall be followed to ensure at least 50% functionality of the existing video display is maintained during installation of, and transition to the new display system.

#### **I. As-Built Documentation**

The Vendor shall provide photographic documentation of all work performed at the site clearly showing equipment removals and installation of new facilities, equipment, grounding, and hardware. The Vendor shall provide as-built drawings of each equipment rack configuration and the video display wall during throughout the phased system installation schedule, based upon the previously submitted design drawings.

The Vendor shall uninstall and remove decommissioned equipment items from the listed work sites and handle their relocation and disposal as required by THEA.

The Vendor shall provide the final parameter files, configuration files, and backup files for the system.

#### **J. Project Closeout**

The Vendor shall submit three (3) sets of hard copies and one soft (in PDF format) copy of the close-out documentation. Each item listed below, except for the first item listed, shall be bound in individual heavy-duty, three-ring vinyl covered binders. The Vendor shall mark appropriate identification on the front and spine of each binder.

Each item shall be submitted in triplicate within fifteen days of Substantial Completion for the project:

- **Application and Certification for Payment (Final). Three copies with original signatures and seals.**
- **Warranties as required by the specifications, in the name of the THEA.**
- **Required inspection certificates, and written guarantees**
- **Verification that designated personnel have been trained in the use of their new equipment. Submit a sign-in sheet signed by personnel receiving the training.**
- **As-built documentation**
- **Maintenance, Administrator and Operation manuals.**
- **Software licenses**
- **Final Project Photographs (jpeg format).**
- **Equipment Inventory List including manufacturer and serial numbers.**

- **Notarized affidavit of any Sub-Vendor payrolls, bills for materials/equipment and other indebtedness paid and satisfied.**
- **Return any issued keys and/or access cards provided for access to the site specifically during construction. Include affidavit that keys have not been duplicated.**

## **16. Conduct of Work**

### **A. Project Management**

The Vendor shall identify one contact person as their Project Manager to report on product design and production status to THEA, coordinate material orders and deliveries, integration, testing, and other activities with a THEA designated point-of-contact.

The Project Manager shall be responsible for ensuring that all video wall system components, functions, and configurations are in accordance with the requirements specified herein.

The Vendor shall develop, implement, and utilize a traceability matrix for identifying requirements and confirming conformance with those requirements in the project deliverables. The initial traceability matrix shall be submitted within 15 days of notice to proceed and shall be utilized, submitted and validated during design, testing and acceptance submittals.

### **B. Management Plan**

Within the first 30 days of Notice to Proceed, the Vendor shall submit a Management Plan, Project Plan and Schedule to THEA. The Management Plan shall contain information about the Vendor's overall approach to the management, monitoring and control of the project. The Management Plan shall thoroughly address each of the topics described below.

- 1) **Executive Summary:** The Executive Summary shall contain a description of significant features of the Vendor's approach toward the management of the project team and resources of the project and the Vendor's overall technical approach to the entire project, including phased construction with minimal impact and disruption to existing operations.
- 2) **Project Monitoring and Reporting:** The Vendor shall include a description of its methodology and procedures for project monitoring and reporting, including the specific procedures for progress reporting and status meetings, and the report formats associated with these sessions.
- 3) **Quality Management:** The Vendor shall include a description as to how their quality standards are implemented in accordance with ISO 9001.
- 4) **System Configuration Management:** The Management Plan shall contain an explanation of the configuration management process for the management and control of changes to software and other System components and products during the term of this Contract agreement.
- 5) **Coordination:** The Management Plan shall contain an explanation of the methods and procedures for coordinating the work above.

### **C. Project Plan and Schedule**

The Project Plan and Schedule document shall be a complete and comprehensive project schedule made using Microsoft Project, describing each project milestone and each task with start and end dates, task duration, and task predecessors. Tasks within the schedule shall include, but not be limited to, the following:

- Notice-To-Proceed (NTP)
- Documentation submittals for the Contract
- Design development
- Shop Drawing Submittals (include THEA review times in accordance with the scope of services)
- Equipment order dates, and lead time duration
- Factory testing period
- On-site delivery dates
- On-site installation and integration dates
- Acceptance Testing dates
- Training dates
- Construction, installation and integration end dates
- Acceptance and start of warranty dates

The schedule portion of this document shall include Gantt charts with the critical path identified showing when tasks occur, when resources are required, and what task dependencies exist. The charts shall indicate a logical sequence of work and identify all dependencies.

### **D. Bi-weekly Progress Meetings**

Progress Meetings shall be held every two weeks via Microsoft TEAMS or similar service where PC screen collaboration is possible during the call, throughout the duration of the contract. Phone conferences shall include the Vendor Project Manager, the THEA Project Manager and designated representative(s). An anticipated attendees list will be provided to the Vendor at the start of the project.

Vendor shall provide an agenda for these meetings and distributed to the attendees at least 3 days in advance of the call. Agenda items shall include a two-week look ahead of future work, an update of accomplished tasks, and any anticipated delays. Progress meetings may be held weekly once construction begins at the discretion of the THEA Project Manager. The Vendor must provide an updated project schedule reflecting completed tasks and project dates at each meeting. Vendor will provide meeting minutes from the meetings within 3 business days of the meeting.

### **E. Training**

The Vendor shall provide three in-person training classes for up to 20 attendees per class. One training class shall be for operators, one for system maintainers and one for administrators. The training for each group shall be prior to system acceptance testing. The training plans/course outlines shall include all aspects of operation, maintenance and administration of the video wall system and shall be submitted for approval at least 30 days before the scheduled training. The days for training shall be coordinated with

and approved by THEA to ensure THEA resources are available to attend the training sessions. The Vendor shall provide sufficient hard copy quantities of all training materials to THEA for all trainees in the training class. The Vendor shall also provide one soft copy of the training materials for each class in both PDF format and in an editable format (Microsoft Word, PowerPoint and/or other editable format approved by THEA).

The Vendor shall video record the training and provide the recording to THEA for future reference and training purposes by THEA. The Vendor shall provide an updated soft copy in both PDF and agreed upon editable format of the training materials for any changes that were made during the conduct of the training class.

#### **F. Engineering Design Services**

Engineering design services shall consist of all efforts required for the research, design, and testing associated with engineering a fully functional product in accordance with the requirements of these specifications. Included with this work is the development of all shop drawings, wiring diagrams, written procedures, catalog materials, as-built documentation, and coordination during design. This work also includes software testing, factory acceptance testing and inspection, and engineering revisions as a result of findings during factory testing.

The Vendor shall submit project documentation including, but not limited to, equipment manuals, system operation manuals, software licenses, security topology, VLAN information, system maintenance manuals, configuration files, installation details, warranty documents, system diagrams, electrical load calculations and a full list of supplied hardware including operational parts with make model and serial numbers. Final system acceptance is contingent on receipt of full documentation.

#### **G. Vendor's Responsibility**

It is understood, and the Vendor hereby agrees, that the Vendor is solely responsible for equipment, materials, and services proposed. Notwithstanding the details presented in these specifications, the Vendor is responsible for verifying the completeness of the materials required and suitability of devices to meet these specifications. The Vendor shall provide and install, without claim, any additional equipment and software required for operation in accordance with these specifications.

#### **H. Coordination**

The Vendor shall arrange with THEA access to the sites and work areas. The Vendor shall provide security for equipment as required by THEA and shall conduct work to avoid interference with the normal operations.

The Vendor shall be responsible for coordinating his work with that of others wherever an interface is required.

#### **I. Qualifications**

.As required, trade workers (including, but not limited to, electricians and carpenters) shall possess the appropriate licenses and/or other qualifications necessary to perform the work.

#### **J. Right to Remove Personnel from Project**

THEA has the right to remove any Vendor and/or Sub-Vendor personnel from the project for any reason.



THEA shall send a written notification to the Vendor, via fax and/or email, that a person shall be removed from the project. The Vendor shall remove that person from the project within 24 hours of transmission of the written notice.

#### **K. Material and Workmanship**

All equipment and component parts furnished shall be new and must meet or exceed the requirements stated herein and perform to manufacturer's specifications.

All parts shall be of high-quality workmanship and utilize the most current technology available. No part and/or attachment shall be substituted and/or applied contrary to the manufacturer's recommendations and standard practices. At the time of delivery and installation, the most current revision model of each type of equipment and/or firmware meeting or exceeding the requirements of this contract shall be provided, regardless of the model offered in the proposal.

#### **L. Kick-Off Conference**

A kick-off conference and organizational meeting shall be held. Required attendees shall be notified as to the date and time of the meeting. Minutes of the meeting shall be prepared and distributed by the Vendor Project Manager. The Vendor shall present and discuss a final layout, integration plan and phased system installation. If updates are warranted based on coordination with THEA, then the Vendor shall schedule a follow up the meeting to occur within one week following the project kick-off conference with updated final layout and integration plan. The goal of the workshop is for the Vendor and THEA to exchange technical information, and coordinate activities to enable the Vendor to implement the final layout and integration plan efficiently and accurately.

### **17. Payment Terms**

Payments will be made to the Vendor upon completion of specified milestones, as follows:

<b>Milestone</b>	<b>Description</b>	<b>Percent Payment</b>
Design Documents	Payment made upon approval all design documents as identified in Sections 6.A and 15 of the Scope of Work.	20%
Factory Acceptance Test	Payment shall be made upon successful completion and approval of the Factory Acceptance Test.	20%
Installation of Video Wall & Site Acceptance Test	Payment shall be made upon installation of the Video Wall, server racks, hardware, cabling and supporting materials for a complete video wall system at THEA's Operations Center and the completion of the approved Site Acceptance Test.	25%
Training	Payment shall be made upon completion of training as defined in Section 16.E of the Scope of Work.	10%
System Acceptance Test and Final Documentation	Payment shall be made upon successful completion of the System Acceptance Test and submittal and approval of final documentation including asbuilt documentation, warranties, maintenance and operations manuals, software licenses and	20%

	equipment inventory list inclusive of all parts and components with identified make, model, serial number and installed software.	
Maintenance	Maintenance shall be paid to the Vendor in five equal annual payments with the first payment commencing after System Acceptance and with the start of the Maintenance Agreement Period as defined in Section 14 of the Scope of work.	5%

### 18. Pervasive Defects

The vendor agrees to promptly remedy, at no cost to THEA, any defects determined by THEA to be Pervasive, such that if THEA determines that any Equipment, component, sub-component or Software is experiencing continued or repetitive failure that requires constant replacement or repair, the Vendor agrees that a “Pervasive Defect” shall be deemed to be present in such affected types of Equipment or Software. The vendor shall then be required to investigate, develop and deploy, at no additional expense to THEA, all required component or System performance improvements to remediate this condition.

A resolution plan shall be produced by the vendor and submitted to THEA within seven (7) days of notification of the Pervasive Defect. The plan shall include the investigation results, remediation steps performed to-date, and a plan and schedule to complete the Pervasive Defect resolution. The status shall be updated and briefed in weekly meetings until complete resolution.

The obligations set forth in this section shall be in addition to any warranty obligations set forth in the agreement. The provisions of this section shall survive the expiration or earlier termination of the agreement.

### 19. General Guaranty

Neither Acceptance of the System and Services or payment therefor, nor any provision in the agreement, nor partial or entire use of the System and Services by THEA shall constitute an Acceptance of System and Services not performed in accordance with the agreement or relieve the vendor of liability for any express or implied warranties or responsibility for faulty materials or workmanship.

### 20. Event of Default

An Event of Default shall mean a material breach of the agreement by the vendor. Without limiting the generality of the foregoing and in addition to those instances referred to elsewhere in the agreement as a breach, an Event of Default shall include the following:

1. the vendor has not submitted acceptable Deliverables to THEA on a timely basis;
2. the Software/Equipment proves incapable of meeting the functional and/or performance Requirements set forth in the scope of service;
3. the vendor refused or failed, except in cases for which an extension of time is provided, to supply enough properly skilled workers or proper materials to properly perform the

- services required;
4. the vendor failed to make prompt payment to subcontractors or suppliers for materials or labor;
  5. the vendor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of its creditors, or it has taken advantage of any insolvency statute or debtor/creditor law or if the vendor's property or affairs have been put in the hands of a receiver;
  6. any case, proceeding or other action against the vendor is commenced in bankruptcy, or seeking reorganization, liquidation or any relief under any bankruptcy, insolvency, reorganization, liquidation, dissolution or other similar act or law of any jurisdiction, which case, proceeding or other action remains undismissed, undischarged or unbonded for a period of thirty (30) Calendar Days;
  7. the vendor fails to maintain insurance policies and coverages or fails to provide proof of insurance or copies of insurance policies as required;
  8. any warranty, representation, certification, financial statement or other information made or furnished at any time by the vendor, or by any person who guarantees or who is liable for any obligation of the vendor, shall prove to have been false or misleading in any material respect when made;
  9. any intentional violation by the vendor of the ethics provisions, or applicable laws, rules or regulations;
  10. the vendor has failed to obtain the Approval of THEA where required;
  11. the vendor has failed to provide "adequate assurances" as required herein;
  12. the vendor has failed in the representation of any warranties stated herein;
  13. the vendor makes a statement to any representative of THEA indicating that the vendor cannot or will not perform any one or more of its obligations;
  14. the vendor fails to remedy Pervasive Defects;
  15. any act or omission of the vendor or any other occurrence which makes it improbable at the time that the vendor will be able to perform any one or more of its obligations;
  16. any suspension of or failure to proceed with any part of the Services by the vendor which makes it improbable that the vendor will be able to perform any one or more of its obligations;
  17. the suspension or revocation of any license, permit, or registration necessary for the performance of the vendor's obligations; or
  18. the default in the performance or observance of any of the vendor's other obligations and the continuance thereof for a period of thirty (30) Calendar Days after Notice given to the vendor by THEA.

When, in the opinion of THEA, reasonable grounds for uncertainty exist with respect to the vendor's ability to perform the services or any portion thereof, THEA may request that the vendor, within the time frame set forth in THEA's request, provide adequate assurances to THEA, in writing, of the vendor's ability to perform. Until THEA receives such written assurances, THEA may suspend all payments to the vendor. In the event that the vendor fails to provide to THEA the requested assurances within the prescribed time frame, THEA may:

1. resort to any remedy for breach provided herein or at law or equity, including, but not limited to, taking over the performance of the Work or any part thereof either by itself or through others;
2. suspend the vendor's performance hereunder, and
3. notify the surety and take other steps in accordance with the terms of the performance bond.

The enumeration in this section or elsewhere in the agreement of specific rights or remedies of THEA shall not be deemed to limit any rights or remedies which THEA would have in the absence of such enumeration and no exercise by THEA of any right or remedy shall operate as a waiver of any other of THEA's rights or remedies not inconsistent therewith or to stop THEA from exercising such other rights or remedies.

**ATTACHMENT 3**

**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 LOR Instructions and Submittal 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