



REQUEST FOR PROPOSALS FOR MISCELLANEOUS EMERGING TECHNOLOGIES SERVICES

THEA PROJECT No. P-1823

October 6th, 2023

RESPONSIBLE DEPARTMENT

Robert (Bob) Frey, AICP
Director of Planning and Innovation

PROCUREMENT DEPARTMENT

Shannon Bush
Contracts and Procurement Manager
1104 East Twiggs Street, Suite 300
Tampa, Florida 33602
Telephone Number: (813) 272-6740
Email: Procurement@tampa-xway.com

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. P-1823
Miscellaneous Emerging Technologies Services

THEA contemplates engaging one or more firms under a “continuing contract” as defined by the Florida Competitive Consultants Negotiation Act, Florida Statutes 287.055(2)(g), and in accordance with the THEA’s Procurement Policy.

The Tampa-Hillsborough County Expressway Authority (THEA) has issued this Request for Proposals (RFP) to solicit Expanded Letters of Response (ELOR) packages from qualified respondents interested in providing specialized services on an as-needed basis related to planning, evaluating, and determining implementation steps for innovative and emerging technologies. THEA is also looking for qualified respondents that have a local presence in the Tampa Bay area.

For the purposes of this RFP, how the use of data when combined with technology, can be used by the agency to create a functional advantage in operations, safety and efficiency is included in the definition of innovative and emerging technologies.

Please note this is a THEA planning support RFP. THEA reserves the right to develop small-scale pilots or demonstrations under this RFP. THEA deployment or systems development will be completed under separately procured RFPs.

Selection will be made from the Expanded Letters of Response (ELOR) packages and Oral Interviews. THEA will evaluate the ELOR packages and will shortlist firms that will proceed to Oral Interviews.

Interested firms are to obtain a copy of the ELOR Instructions and Submittal Documents and submit a completed ELOR Package to THEA as referenced in 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 are described in Section A, Paragraph 1.4., “Instructions and Submittal Documents”.

The Instructions and Submittal Documents are available on THEA’s website (<https://www.tampa-xway.com/doing-business/procurement/>) and through the DemandStar System (<https://network.demandstar.com/>).

Questions concerning this solicitation **must** be directed by email to THEA’s Procurement Office at 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 advertisement must be made in accordance with the instructions as described within this RFP's Instructions and Submittal Documents.

1.2 ATTACHMENTS:

The documents listed in Section D, Attachments, of this RFP are by this reference hereby incorporated into and made a part of this RFP as though fully set forth herein.

1.3 PROCUREMENT PROCESS:

The procurement process that will be utilized for this engagement will be Expanded Letters of Response (ELOR) and Oral Interview. It is THEA's intention to solicit responses from potentially qualified respondents and to enter into a contract for services upon successful negotiation of satisfactory contracts with the respondents 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 RFP. 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 RFP. Determination of the respondents best qualified and experienced to perform the services required through this RFP 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 firms that will proceed to Oral Interviews.

THEA will evaluate and rank all responses received by the submittal date as set forth in this RFP, 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 is contemplating to engage with one or more firms and will commence contract negotiations with the top ranked firm(s).

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**

DATE	DESCRIPTION	LOCATION
October 6, 2023, by 5:00 PM	Advertisement of RFP Published	THEA Website & Demandstar
October 23, 2023, by 9:00 AM	Deadline for respondent's submission of questions to THEA	Email to Procurement@tampa-xway.com
November 6, 2023, by 5:00 PM	Deadline for THEA to respond to respondent's questions	THEA Website & Demandstar
November 17, 2023, by 9:00 AM	Deadline for Submitting Expanded Letters of Response (ELOR)	Email to Procurement@tampa-xway.com
December 11, 2023, by 9:00 AM	Evaluation Committee submits scoring of ELORs to THEA Procurement Office	Email to Procurement@tampa-xway.com
December 13, 2023, @ 1:15 PM	Evaluation Committee confirm ranking and discussion of ELOR packages of shortlisted firms	THEA Office 1101 E. Twiggs Street, Suite 300 Tampa, FL 33602
December 15, 2023, by 5:00 PM	Posting of Notice Intended Shortlist	THEA Website & Demandstar
January 22, 2024, @ 1:30 PM	Board Approval of Shortlist Ranking	THEA Offices 1101 E. Twiggs Street Tampa, FL 33602
February 1, 2024	Oral Interviews with Shortlisted firms	THEA Office 1101 E. Twiggs Street Tampa, FL 33602
February 8, 2024, by 9:00 AM	Evaluation Committee submits final scores to THEA Procurement Office	Email to Procurement@tampa-xway.com
February 13, 2024, @ 9:00 AM	Evaluation committee meets to confirm final scores and final ranking of firms	THEA Office 1101 E. Twiggs Street, Suite Tampa, FL 33602
February 15, 2024, by 5:00 PM	Posting of Notice of Intended Final Ranking	THEA Website & Demandstar
February 26, 2024, @ 1:30 PM	Board Approval of Final Ranking and Award of Contract	THEA Board Room 1101 E. Twiggs Street Tampa, FL 33602
February 28, 2023, by 5:00 PM	Posting of Final Ranking	THEA Website & Demandstar
March 12, 2023 @ 1:15 PM	Scope Clarification Meeting & Negotiations	THEA Offices 1101 E. Twiggs Street Tampa, FL 33602

1.5 CHANGES TO SCHEDULE OR MEETING PLACE/TIME:

Any changes to the Schedule of Events or meeting place/time will be posted as an Addendum and published through the DemandStar System (www.demandstar.com) and is also available through a link on the THEA website (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 RFP, 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 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)

Obtaining solicitation documents 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 RFP FROM SOURCES OTHER THAN DEMANDSTAR ARE CAUTIONED THE RFP DOCUMENTS MAY BE INCOMPLETE.

1.8 QUESTIONS ABOUT THIS RFP OR THE ENGAGEMENT:

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.

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

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

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) 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 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 RFP.

Respondents are required to acknowledge receipt of such Addendum issued for this RFP. A copy of the required **ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM** is contained in Section C as **Form 6**.

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

1.9 COMMUNICATIONS/CONE OF SILENCE:

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

Any communications regarding this advertisement for RFP must be in writing to THEA, Attention Procurement Department at 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 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 informal that is not prepared and submitted in accordance with the instructions as contained within this RFP and may waive as informalities any irregularities, or reject any and all responses, at its sole discretion.

THEA reserves the right to reject, at its sole discretion, 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 RFP. THEA also reserves the right to reject all ELOR Packages to the RFP, 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 engagement; to postpone or cancel this process; to waive irregularities in the procurement process or in the ELOR thereto; and to change or modify the procurement schedule at any time.

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

1.11.2 Examples of **non-responsive** may include, without limitation, failure to include all required information in the 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 the 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 RFP.

1.14 COST OF PREPARATION:

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

1.15 DELIVERY OF RESPONSE PACKAGE:

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

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

All ELOR packages shall be delivered using the method stated in the **Deadline for Submitting Expanded Letters of Response (ELOR) Package** referenced in Paragraph 1.4, Schedule of Events.

All ELOR packages must be submitted in accordance with the instructions set forth within the RFP 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 Paragraph 1.4, Schedule of Events, will not be considered.

1.16 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 Paragraph 1.4, Schedule of Events.

1.17 RESPONSE EVALUATIONS:

Respondents will be evaluated preliminarily on whether the respondent is responsible and responsive to this RFP 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 RFP. 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 and Shortlist firms on the date, time and at the location stated for **Evaluation Committee Meets to Shortlist Firms** referenced in Section A, Paragraph 1.4, Schedule of Events. Respondents are not required to attend; however, the meeting is open to the public.

Criteria for evaluating the ELORs to shortlist firms are as follows:

	<u>SHORTLIST EVALUATION CRITERIA</u>	<u>Maximum Points</u>
1.	<u>Understanding the Scope</u> The respondent shall demonstrate their understanding of the scope of services including any unique skills and abilities to meet the challenges of providing planning services for emerging technologies analysis. This task work order focuses on the identification, development and implementation of new technology.	25
2.	<u>Qualifications and Experience of Key Personnel</u> The Consultant firm shall discuss the availability of qualified staff. <ul style="list-style-type: none"> • Provide the name of the proposed Project Manager, Senior Project Engineer/Planner, Project Administrator/Project Engineer and names and roles of key personnel by function. • Provide the credentials/expertise/experience of the key staff, to include Senior Project Engineer, Project Administrator/Project Engineer and other key individuals who are expected to perform and/or oversee the work detailed in the scope of services • Explain the organization of the team, how this team can meet the unpredictable needs emerging technology may create, functional responsibilities of each subconsultant. Discuss the staffing quality and availability, individuals experience on similar projects	30
3.	<u>Innovative Experience</u> The respondent will discuss their team's ability to communicate complex ideas for new technology and innovations with the THEA Project Manager for presentations to the THEA Executive Director and/or THEA Board of Directors. Summaries and analysis of the impacts, benefits, and opportunities for specific technologies in succinct formats and understandable terms for non-technical staff.	30
4.	<u>Workload:</u> The respondent shall discuss its recent, current and projected workload, as well as, workforce availability to undertake THEA work. Identify other current and projected work that the respondent has or is pursuing and their impact on the staffing for this project	15
	Total	100

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

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

The ranking of respondents based on the Evaluation Committee's evaluation will be presented to THEA's Board of Directors for consideration and approval, with a recommendation, that the top ranked firms (minimum of three (3)) be shortlisted to advance

to the Interviews in Paragraph 1.18.

1.18 INTERVIEWS:

Interviews will be used to select the successful respondent from an initial Shortlist. Written questions will be provided to the shortlisted respondents by the Authority 24 hours in advance of the interview date.

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

Each shortlisted respondent will be allotted 5 minutes for opening statements, followed by a 45-minute Oral Interview. A Question-and-Answer session or clarifying questions by the Evaluation Committee will be held until the end of the interview if time permits.

No handouts or visual aids other than business cards are permitted before, during, or after the interview. Consultants are not permitted the use of smartphones, laptops, and tablets during the Interview.

1.19 EVALUATION CRITERIA:

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

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

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

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

	EVALUATION CRITERIA	Maximum Points
1.	<p><u>Understanding the Scope</u> The respondent shall demonstrate their understanding of the scope of services including any unique issues involved and their ability to meet the challenges of providing planning services for emerging technologies analysis. Assumptions (if any) should be clearly stated.</p>	25
2.	<p><u>Qualifications and Experience of Key Personnel</u> The respondent shall discuss the availability of qualified staff.</p> <ul style="list-style-type: none"> • Provide the name of the proposed Project Manager, Senior Project Engineer/Planner, Project Administrator/Project Engineer and names and roles of key personnel by function. • Provide the credentials/expertise/experience of the key staff, to include Senior Project Engineer, Project Administrator/Project Engineer and other key individuals who are expected to perform and/or oversee the work detailed in the scope of services • Explain the organization of the team, how this team can meet the unpredictable needs emerging technology may create, functional responsibilities of each subconsultant. <p>Discuss the staffing quality and availability, individuals experience on similar projects</p>	25
3.	<p><u>Quality Assurance</u> The respondent firm shall demonstrate their implementation and commitment to a Quality Assurance Program that is specific to this project and meets the requirements of the scope of services.</p> <ul style="list-style-type: none"> • Discuss key aspects of the firm's QA program that are most important to the success on this type of project, as emerging technologies can introduce unexpected requirements. • Present their project review and QA/QC approach. • Discuss project QA/QC responsibilities 	20
4.	<p><u>Innovative Approach & Communications</u> The respondent will discuss their team's ability to communicate with the THEA Project Manager and present to the THEA Executive Director and/or THEA Board of Directors summaries and analysis of the impacts, benefits, and opportunities for specific technologies.</p> <ul style="list-style-type: none"> ▪ Discuss their approach to communications with the THEA and how communication and presentations will be handled. ▪ Ability to support THEA in provision of technical expertise if needed to discuss impacts to THEA projects with other agencies, companies, developments or individuals. 	20
5.	<p><u>Workload:</u> The respondent shall discuss its recent, current and projected workload, as well as, workforce availability to undertake THEA work.</p> <ul style="list-style-type: none"> • Identify other current and projected work that the respondent has or is pursuing and their impact on the staffing for this project 	10
	TOTAL:	100

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

1.20 **FINAL SELECTION:**

The ranking of firms based on the Evaluation Committee's evaluation will be presented to the THEA's Board of Directors for consideration and approval with a recommendation that the highest-ranked firm(s) 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 of Directors 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.

1.21 AWARD OF CONTRACTS:

The award of the contracts by THEA's Board of Directors, 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 of Directors, THEA will begin negotiations with the top ranked firm. Negotiations will include scope clarification, discussion of miscellaneous fees and other charges, insurance requirements and any other negotiable terms and conditions of the contract. Once THEA and the selected firm have negotiated a satisfactory agreement THEA may then enter into a contract with the selected firm.

1.22 RFP 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 Paragraph 1.4, Schedule of Events.

Final results will be available after the Protest Period of 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 Paragraph 1.4, Schedule of Events.

2. GENERAL CONDITIONS:

2.1 QUALIFICATIONS OF RESPONDENT:

The successful respondent and their team shall have proven experience in new/emerging/innovative technology or technology that impacts local and state transportation planning and implementation. Successful respondent and their teams will have professionals with very particular skill sets including (but not limited to) designing, implementing, and/or supporting innovative transportation projects such as (but not limited to):

- Alternate fuel propulsion and charging,
- Connected vehicles,
- Automated vehicles,
- Mobility as a Service (MaaS),
- Transportation Applications (Apps) & supporting software development,
- Interoperable Alternate Tolling Solutions,
- Data and Data Generation,
- Asset Monitoring,
- Decision Support Intelligence (AI, Edge Computing),
- Communications and
- Smart City/Infrastructure applications

Respondent(s) and their teams must possess the diverse skills and strengths that can be of significant resource to THEA in the research, investigation/feasibility studies, technology development, strategies, or policy knowledge that may lead to defining pilot or demonstration opportunities for THEA to improve safety, mobility, efficiency, and customer satisfaction.

2.2 PERSONNEL:

ELOR Packages submitted for this RFP will be evaluated, in part, based upon the qualifications of the respondent's team and upon the qualifications of key personnel 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 Services, including the specific individuals named in the respondent's proposal.

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

After the award of the resulting contract from this advertisement, 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 engagement.

The "Project Manager" shall be the single point of contact as liaison with THEA during the procurement process and during performance of the awarded contract. THEA desires that the Project Manager be located in the Tampa Bay area to be able to respond to requests and/or meetings in a timely manner.

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 consultant'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.

2.5 CONTRACT:

The selected respondent shall enter into 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 will be for three years with two (2) one-year THEA options to extend.

2.7 CONTRACT ASSIGNMENT:

The selected respondent may not make any assignments of their obligations resulting from this RFP 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 contracts will contain an indemnification clause wherein the selected respondents agree 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 utilized 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 of Directors, 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 during or after completion of the scope of services. 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 respond to this RFP 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 2, INSURANCE REQUIREMENTS, COVERAGES AND LIMITS**.

2.16 BID SECURITY:

A Bid Security is not required for this advertisement.

2.17 PAYMENT AND PERFORMANCE BOND:

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

2.18 CONFLICTS OF INTEREST:

The respondent shall state if it represents clients that may present conflicts or potential conflicts with representation of THEA. Respondent shall provide a list of any potential conflicts by description. Respondent need not identify a particular client. If conflicts are listed, the respondent shall address how these conflicts will be resolved. A copy of the required **CONFLICTS OF INTEREST STATEMENT** is contained in Section C as **Form 3**.

2.19 SCRUTINIZED COMPANIES:

Section 287.135 of the *Florida Statutes* prohibits governmental entities from contracting for goods and services of \$1 million or more with companies that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged in business operations in Cuba or Syria.

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

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

The resulting contract from this advertisement shall contain a provision that allows for immediate termination of the contract by THEA if the respondent is found to have submitted a false statement or if respondent during the term of the resulting contract is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List

created pursuant to Section 215.473 *Florida Statutes* or becomes engaged in business operations in Cuba or Syria.

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

2.20 E-VERIFY SYSTEM:

Pursuant to the State of Florida, Office of the Governor, Executive Order Number 11-116, Verification of Employment Status, the selected firm entering a contract for this LOR shall utilize the U.S. Department of Homeland Security's E-Verify System (www.uscis.gov) in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons employed by the consultant during the term of the resulting contract from this advertisement.

The selected respondent entering a contract for this RFP shall also require sub- consultants performing work or providing services during the term of the resulting contract from this advertisement to utilize the U.S. Department of Homeland Security's E- Verify System (www.uscis.gov) in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons employed by the subconsultant during the term of the resulting contract from this RFP.

The selected firm and all its subconsultants shall provide proof of registration and required certificate (as of January 1, 2021) in the E-Verify system to THEA upon execution of a contract.

2.21 NOTICE OF PROTEST:

2.21.1 Protests Prior to Notice of Award:

Any person wishing to protest THEA's procurement process or its RFP 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 RFP documents within 72 hours of THEA's publication of the RFP 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 advertisement 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 RFP 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 RFP process, procedures or statutory provisions; (3) state the basis upon which the protest is premised; and (4) state the protesting party's position and arguments of law, including any evidence supporting the position.

2.22 EXPANDED LETTERS OF RESPONSE (ELOR) PACKAGE REVIEW:

To assist respondents in preparing and submitting a complete Response Submittal Package, a checklist is included for respondent's use.

The **RESPONDENT'S Expanded Letters of Response (ELOR) PACKAGE REVIEW CHECKLIST** is contained in Section C as **Form 6**.

2.23 RESTRICTION ON CONSULTANTS ELIGIBILITY TO COMPETE FOR THIS PROJECT

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

[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 Emerging Technology services.

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 RFP. 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 RFP.

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

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

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

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

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

ELOR Packages must be submitted as a single document attached to 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 MG in size in Adobe PDF format and unzipped. Failure to comply with the submittal requirements may cause the ELOR Packages to be considered non-responsive.

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

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 Package be organized, tabbed and submitted as follows:

1. **Table of Contents**

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

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

a) Minimum Requirements:

- State the RFP name and number;
- Name of Firm;
- Firm address;
- Firm telephone number;
- Project Manager’s name (Project Manager will be considered the primary contact for the respondent during the procurement process **and** during performance of the scope of services);
- Project Manager’s address;
- Project Manager’s telephone number;
- Project Manager’s email address;
- Statement indicating Project Manager’s number of years’ experience in support of this RFP or similar services;
- A brief statement of interest;
- A brief statement of qualifications of respondent’s team;
- Statement confirming respondent’s ability to meet the requirements of this RFP.
- Statement confirming respondent and its Project Manager providing the services meets the minimum qualifications and minimum requirements of this RFP.

b) Past Performance:

Respondent’s past performance and references for specialized services related to planning, evaluating, and determining implementation steps for innovative and emerging technologies.

c) Respondent’s Understanding of the Scope

Respondents detailed approach to provide services and willingness and ability to meet and adhere to schedules and budgets

3. **Organizational Chart**

Attach an organizational chart that includes the following:

- Identify key members of respondent’s team including the proposed Project Manager and names and roles of other key personnel;
- State firm name for key members of Respondent’s team (if from a Subconsultant);
- 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 “Organizational Chart” element. The Organizational Chart may be submitted on paper sized larger than 11" x 17" if

folded neatly to 11" x 17".

4. Resumes

Include **one (1) page** resumes for the Project Manager and the key staff of respondent's team.

5. Forms

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

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

[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: Declaration of Respondent
- FORM 2: Public Entity Crimes Form
- FORM 3: Conflicts of Interest Statement
- FORM 4: Certification Regarding Scrutinized Companies Lists
- FORM 5: Acknowledgement of Receipt of Addendum
- FORM 6: Respondent's Response Package Review Checklist

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

DECLARATION OF RESPONDENT

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

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

The below named Respondent affirms and declares:

- (1) That the Respondent has contractual capacity and that no other person, Respondent, or corporation has any interest in this response.
- (2) That this response is made without any understanding, agreement, or connection with any other person, Respondent or corporation making a response for the same purpose, and is in all respects fair and without collusion or fraud.
- (3) That the Respondent is not in arrears to the Tampa-Hillsborough County Expressway Authority (THEA) upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to THEA.
- (4) That the Respondent is not in litigation or been disbarred from doing business with THEA.
- (5) That no officer or employee or person whose salary is payable in whole or in part from THEA Treasury is, shall be, or become interested, directly or indirectly, as surety or otherwise in this response; in the performance of the contract; for the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.
- (6) That by submitting a proposal, the Respondent agrees and acknowledges that it will provide the full complement of staff required to perform the scope of 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 advertisement including, without limitation, the insurance and performance/payment bond requirements and the indemnification provisions.
- (8) The person signing hereby warrants that they are duly authorized to sign and bind on behalf of the Respondent.

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

ATTEST:

RESPONDENT:

(Witness Signature)

Firm Name

(Printed Name of Witness)

By: _____
(AUTHORIZED SIGNATURE)

(Witness Signature)

(Printed Name of Signer)

(Printed Name of Witness)

(Title of Signer)

(Date Signed)

NOTE: The person signing for the Respondent shall in his/her own handwriting, sign the Company’s name, his/her own name and his/her title. Where the person signing for a corporation is other than the President or Vice-President, he/she must by affidavit, show his/her authority to bind the Company. Said affidavit shall be attached to this Declaration of Respondent.

STATE OF _____

COUNTY OF _____

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

Signature of Notary Public

My Commission Expires: _____

[Apply Notary Seal Here]

[END OF FORM 1 - DECLARATION OF RESPONDENT]

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

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

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

by _____

[print individual's name and title]

for _____

[print name of entity submitting sworn statement]

whose business address is _____

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

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

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

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

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

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any

natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

[signature]

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

Personally known _____ OR Produced identification _____

Notary Public – State of _____

My commission expires _____

(Type of Identification)

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

(END OF FORM 2- PUBLIC ENTITIES CRIME STATEMENT)

CONFLICTS OF INTEREST STATEMENT

Check one of the boxes below:

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

RESPONDENT:

By: _____
(AUTHORIZED SIGNATURE)

(Printed Name of Signer)

Title of Signer)

(Date Signed)

[END OF FORM 3 – CONFLICTS OF INTEREST STATEMENT]

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

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

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

Respondent / Bidder Name: _____

Respondent /Bidder FID or EIN: _____

Address: _____

City: _____ State: _____ Zip: _____

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

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

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

RESPONDENT/BIDDER:

By: _____
(Authorized Signature)

(Printed Name of Signer)

(Title of Signer)

(Date Signed)

[END OF FORM 4 – CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST]

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

Were Addendum issued on this Advertisement?

☐ Yes

☐ No

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

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

RESPOND
ENT:

By: _____
(AUTHORIZED SIGNATURE)

(Printed Name of Signer)

(Title of
Signer)

(Date
Signed)

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

FORM 6

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

Respondent's ELOR Package **must be** organized and labeled following the instructions as contained in **Section B**, Paragraph 2.1, ELOR Package.

Proposal Format	Section Title
	1. Table of Contents
	2. ELOR
	3. Organizational Chart
	4. Resumes
	5. Completed Forms Form 1 - Declaration of Respondent Form 2 - Public Entity Crimes Statement Form 3 - Conflicts of Interest Statement Form 4 - Certification Regarding Scrutinized Companies List Form 5 – Acknowledgement of Receipt of Addendum Form 6 - Respondent's Response Package Review Checklist Addendum (if applicable).
	6. Staff Hour Estimate

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

Name of Person Responsible

Date

Title of Person Responsible

Company Name

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

SECTION D

ATTACHMENTS

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

SCOPE OF SERVICES

1.0 PURPOSE:

This scope of services describes and defines the emerging technologies services which are required.

2.0 SCOPE:

Services to be provided by the selected firm(s) may include, but are not limited to or required to include the following:

- Emerging technologies
 - Software Application Development
 - Specifications Development and Review
 - Research and Analysis
 - Strategic Support related to National Trends, Legal and Policy Development, and Rulemaking related to Technologies and Implementation
 - Purchasing and Cost Estimate Support for Purchasing Assets, Software and Technology
- Connected Vehicle (CV) Technology
 - Planning, Design and/or Deployment of Vehicle to Infrastructure (V2I)
 - Software Development
 - Systems Engineering and Integration
 - Design Specifications and Review
- Automated/Autonomous Vehicle (AV) Technology
 - Vehicle Development and Technology
 - Modeling and Planning
 - Deployment and Integration Testing
 - Design Specifications and Review
 - Standards Development
- Alternate Fuel
 - Electric Vehicles
 - Electric Vehicle Charging
 - Inductive Charging
 - Infrastructure Requirements
 - Hydrogen Vehicle
 - Hydrogen Vehicle Charging
- ITS and Smart Traffic Management
 - Modeling, Specifications Development and Review
 - Speed Harmonization
 - Interoperable Alternate Tolling Solutions
 - Communications Technology and Security
- Mobility as a Service (MaaS) or Mobility on Demand (MoD)
 - On-demand Modeling
 - Service Development

- Planning, Designing and Assessing Deployment Designs
- Smart Infrastructure and Applications, including but not limited to:
 - Smart Lighting
 - Smart Pavement/Paint
 - Smart Infrastructure Resiliency
 - Asset Monitoring
- Data Analytics and Financial Strategies
 - Data Analysis and Analytic support for Policy, Planning and Investment
 - Public-Private Partnership Development Support
 - Innovative Financing Mechanisms for Innovative Technologies/Projects
 - Financial Modeling Tools for Return on Investment
- Communications and Cybersecurity
 - Data Security and Infrastructure Cybersecurity
 - Monitoring of bandwidths for intruders
 - Coordinating with the FCC

Successful Respondents will provide specific services that their team can provide.

3.0 LENGTH OF SERVICE:

The Emerging Technology support services shall begin upon written notification to proceed by THEA.

While no personnel shall be assigned until written notification by THEA has been issued, the consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with THEA to minimize rescheduling of consultant activities due to changes in scheduling.

Work under the agreement(s) will be assigned on an as-needed basis. Each purchase order will be for one year ending on June 30th of the current year. A new purchase order will be issued on July 1st of the new Fiscal Year. This contract will be for three years with two (2) one-year THEA options to extend.

THEA gives no assurance that any work will be assigned. THEA may also choose to advertise and contract separately for consultant services for any future projects. Assignments may be adjusted based upon the THEA's review of other considerations (i.e. consultant's availability of work forces, response times, project turnaround time, consultant's project specific expertise, parity of work assignments, SBE participation, etc.)

Work assignments will be subject to funding each fiscal year by THEA. THEA also reserves the right to terminate the contract(s) at its convenience with proper notice.

4.0 DEFINITIONS:

A	<u>Agreement</u>	The professional services agreement between THEA and the consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
B	<u>Authority or THEA</u>	The Tampa-Hillsborough County Expressway Authority
C	<u>Consultant</u>	The consulting firm under contract to the Authority for administration of professional services.
D	<u>Consultant Project Administrator</u>	The employee assigned by the consultant to be in charge of providing Contract administration services.
E	<u>Consultant Senior Project Engineer</u>	The Engineer assigned by the consultant to be in charge of providing supervision of other consultant employees and act as the lead Engineer/Planner/Technician for the consultant.
F	<u>Emerging/Innovative Technology</u>	Emerging/Innovative Technology is intended to include data generation, data usage, decision support structures, artificial intelligence, machine learning, edge computing as well as the hardware and applications for intelligent transportation systems. Any use of data, internally or externally generated, is to be included in the term “emerging technologies”, along with those specifically mentioned in the “Scope of Work”.

5.0 ITEMS TO BE FURNISHED BY THE AUTHORITY TO THE CONSULTANT

The Authority on an as needed basis, will furnish Contract documents for each project. These documents may be provided in either paper or electronic format.

6.0 ITEMS FURNISHED BY THE CONSULTANT

6.1 Office Automation:

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Scope of Services.

The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

6.2 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle, if used in the performance of site visits.

6.3 Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by THEA, upon request.

7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

8.0 PERFORMANCE OF THE CONSULTANT:

9.0 REQUIREMENTS OF THE CONSULTANT:

10.0 PERSONNEL:

10.1 General Requirements:

Provide qualified personnel necessary to carry out its responsibilities efficiently and effectively under the contract.

Unless otherwise agreed to by THEA, THEA will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions.

10.2 Personnel Qualifications:

Provide competent personnel qualified by experience and education. Submit in writing to the THEA Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience.

Personnel identified in the consultant technical proposal are to be assigned as proposed and are committed to performing services under the contract.

Personnel changes will require written approval from the Authority. Staff that has been removed shall be replaced by the consultant within one week of Authority notification. Any additional personnel not submitted with all required information per the contract will not be eligible for payment.

Minimum qualifications for the consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. The Authority Director of Planning and Innovation or designee will have the final approval authority on such exceptions.

10.3 Staffing:

Once authorized, the consultant shall establish and maintain appropriate staffing throughout the duration of the project.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Assurance Plan:

Within thirty (30) days after receiving the award of the contract, furnish a Quality Assurance (QA) Plan to the THEA Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the consultant's organization for providing services pursuant to the contract. Unless specifically waived, no payment shall be made until THEA approves the QA Plan.

Significant changes to the work requirements may require the consultant to revise the QA Plan. It shall be the responsibility of the consultant to keep the plan current with the work requirements. The QA Plan shall include, but not be limited to, the following areas:

A. Organization:

A description is required of the consultant quality assurance organization and its functional relationship to the part of the organization performing the scope of services under the contract. The authority, responsibilities and autonomy of the quality assurance organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Assurance Reviews:

Detail the methods used to monitor and achieve organization compliance with contract requirements for services and products.

C. Quality Assurance Records:

Outline the types of records which will be generated and maintained during the execution of the quality assurance program, i.e change logs for technology reports, pilots and demonstrations.

D. Control of Subconsultants and Vendors:

Detail the methods used to control subconsultant and vendor quality.

11.2 Quality Assurance Reviews:

Conduct semi-annual quality assurance reviews to ensure compliance with the requirements of the Agreement.

11.3 Quality Records:

Maintain adequate records of the quality assurance actions performed by the organization (including Subcontractors and vendors) in providing services and products under the contract. Specifically, a "Change Log" must be kept on technology projects documenting any changes from the agreed upon or industry specifications for the project. All records shall be available to THEA, upon request, during the contract term. All records shall be kept and shall be subject to audit review.

12.0 CERTIFICATION OF FINAL ESTIMATES:

12.1 N/A

13.0 CONTRACT MANAGEMENT:

13.1 General:

(1) With each monthly invoice submittal, the Consultant will provide a status report for the contract. This report will provide an accounting of an estimate of the contract completion date, and an estimate of the consultant funds expiration date per the contract schedule for the prime consultant and for each subconsultant. The consultant will provide a printout showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.

(2) When the consultant identifies a condition that will require an amendment to the contract, the consultant will communicate this need to the THEA Project Manager for acceptance. Upon acceptance, prepare and submit an amendment request and all accompanying documentation for approval and further processing. The amendment request is to be submitted at such time to allow the Authority time to process, approve, and execute the amendment request. The content and format of the amendment request and accompanying documentation shall be in accordance with the instructions and format to be provided by the Authority.

(3) The Consultant is responsible for performing activities to determine the status of each amendment request submitted to the Authority.

13.2 Invoicing Instructions:

Monthly invoices shall be submitted to the Authority in a format and distribution schedule defined by the Authority, no later than the 20th day of the following month.

If the monthly invoice cannot be submitted on time, notify the Authority prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Manager or Consultant Senior Project Engineer shall notify the THEA Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted to the Authority in electronic and hard copy formats in accordance with Authority's procedures.

All charges to the individual project will end no later than thirty (30) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the Authority.

A final invoice will be submitted to the Authority no later than the 30th day following Final Acceptance of the individual project or as requested by the Authority.

14.0 OTHER SERVICES:

Upon written authorization by the Director of Planning and Innovation or designee, the consultant will perform additional services in connection with the engagement not otherwise identified in the contract. Other services may require additional Executive Director and/or Board of Directors approval.

15.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the consultant's proposal as made a part of the contract, the provisions of the Scope of Services shall apply.

16.0 THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of the contract.

17.0 TAMPA- HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY (THEA) AUTHORITY

THEA shall be the final authority in considering modifications to the Emerging Technologies contract for time, money or any other consideration.

[END OF ATTACHMENT 1 – SCOPE OF SERVICES]

ATTACHMENT 2

INSURANCE REQUIREMENTS, COVERAGES and LIMITS

for

Tampa-Hillsborough County Expressway Authority

Consultants 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.

20. **INSURANCE REQUIREMENTS:**

- 20) 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 contract 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 contract, 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 contract, the insurance will commence on or prior to the effective date of the contract 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 contract, whichever is earlier.
- 8) Aggregate Policy Limits on policies required of INSURED shall apply exclusively for this contract

- 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 the contract.
- 11) The insurance coverages and limits required of the INSURED under the contract 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 contract. 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 the contract.
- 14) If the INSURED fails to provide or maintain the insurance coverages required in the contract, the THEA may terminate or suspend the contract, 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 the contract.
- 15) INSURED shall fully comply with the insurance requirements of the contract 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 contract, 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 contract 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 contract.
- 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 the contract.
- 20) All insurance minimum coverages limits extend to any subconsultant and the Prime INSURED is responsible for all subconsultants.

B. INSURANCE COVERAGES and LIMITS:

For the term of the contract 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 contract 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 the contract.

- 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 the contract.

- 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 the contract.

- 7) **Environmental Impairment (Pollution) Liability, (if required)** – Environmental Impairment (Pollution) Liability insurance is required only if specifically stated in the ELOR 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 the contract or the use or occupancy of THEA premises by or on behalf of the INSURED are:

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

[END OF ATTACHMENT 2 – INSURANCE REQUIREMENTS, COVERAGES and LIMITS]