



INVITATION TO BID (ITB)
Contract #: O-2323
THEA Headquarters Generator Replacement

ITB Issue Date & Cone of Silence Effective Date: 12/06/2023

ITB Response Due Date: 02/06/2024

RESPONSIBLE DEPARTMENT

Operations: PM-
Brian Pickard, Director of Operations

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

THE RESPONSIBILITY OF SUBMITTING A BID PROPOSAL PACKAGE IN RESPONSE TO THIS SOLICITATION DOCUMENT TO THEA ON OR BEFORE THE STATED DEADLINE SHALL BE SOLELY AND STRICTLY OF THE BIDDER. THEA SHALL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY THE UNITED STATES MAIL, OR ANY OTHER DELIVERY SERVICE, OR CAUSED BY ANY OTHER OCCURRENCE.

BIDDERS SHALL READ THE SOLICITATION/CONTRACT DOCUMENTS IN THEIR ENTIRETY PRIOR TO SUBMITTING A BID PACKAGE.

BY SUBMITTING A BID PROPOSAL PACKAGE, THE BIDDER ACKNOWLEDGES THEY HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS TO BE MET AND THE CHARACTER AND QUALITY OF THE SCOPE OF WORK TO BE PROVIDED

Legal Entity Name (Bidder): _____
Address of Bidder: _____
FEIN: _____
Name of Authorized Officer: _____ Title: _____
E-mail: _____ Phone Number: _____

Attachments and/or References not attached hereto will be supplied upon request and shared via a OneDrive File Share. Please contact the Procurement Office at procurement@tampaxway.com to request your link

Exhibits/Attachments-

- A. Scope of Work
- B. Public Entity Crime
- C. Drug-Free Workplace
- D. Bid Proposal Form
- E. Conflict of Interest Form
- F. Certification of Scrutinized Businesses Form

References/Construction Drawings/Specification Attachment(s)-

1. THEA Headquarters Generator Replacement Electrical Plans

I. INTRODUCTION

The Tampa-Hillsborough County Expressway Authority (THEA) is soliciting sealed bids from qualified firms to provide all the labor, equipment, materials, tools, transportation, supplies, insurance, incidentals, mobilization, demobilization, and maintenance of traffic necessary to replace the generator for the Tampa-Hillsborough County Expressway Authority Headquarters/Traffic Management Center (TMC) located in the parking lot of 1104 E. Twiggs Street, Tampa, FL 33602.

II. INSTRUCTIONS TO BIDDERS

1. THEA must receive all submittals at the location, date, and time identified in **Section VI., Schedule of Events**. Any submittal received after the stated time and date shall not be considered. It shall be the sole responsibility of the firm to have its package delivered to THEA however, facsimile or telegraphic submittals will not be accepted. Delay in delivery shall not be the responsibility of THEA. Submittals received after the deadline shall not be considered and may be returned only at the firm's expense.
2. Each firm shall examine all documents and shall determine all matters relating to the interpretation of such documents.
3. The following exhibits are required by THEA to be completed by the bidder and submitted as part of the Bid Proposal Package:
 - B. Public Entity Crime
 - C. Drug-Free Workplace
 - D. Bid Proposal Form
 - E. Conflict of Interest Form
 - F. Certification of Scrutinized Businesses Form
4. One (1) original Bid Proposal Package and the required forms above must be delivered to THEA's Procurement Department in one package, clearly labeled, " Bid Proposal Package **O-2323: THEA Headquarters Generator Replacement**" with date sent and delivered to:

Procurement Office
Procurement@tampa-xway.com
1104 East Twiggs Street, Suite 300
Tampa, FL 33602

5. THEA shall not be liable for any expenses incurred in the preparation of the bid proposal package.
6. THEA reserves the right to accept or reject any or all bid proposal packages, to waive irregularities and technicalities, and to request resubmission or to re-advertise for all or any part of the work. THEA shall be the sole judge of the submittals and the resulting negotiated agreement that is in THEA's best interest, and THEA's decision shall be final.
7. The successful firm shall be required to execute an agreement, in form and content acceptable to THEA, indemnifying and holding harmless THEA, its officials, officers, employees, and agents from all claims.

8. CONE OF SILENCE

Firms, their agents, or associates shall refrain from contacting or soliciting any THEA staff, the consultants representing THEA regarding this ITB or members of the Board of Directors directly or indirectly regarding this ITB once the solicitation is published and until the Board of Directors has made a final decision to award the contract. Failure to comply with this provision may result in the disqualification of the firm.

AT THE DISCRETION OF THEA, ANY VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS SECTION SHALL CONSTITUTE GROUNDS FOR IMMEDIATE REJECTION OF THE BID PROPOSAL PACKAGE AND THE BIDDER SHALL BE DEEMED NON-RESPONSIVE.

9. Questions about this ITB for interpretation, clarification or about 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 states for the Deadline for Respondent's submission of questions to THEA referenced in Section VI., Schedule of Events. Questions received after the date will not be considered.

III. QUALIFICATIONS:

1. The bidder must include with its bid proposal package all completed required forms as indicated in Section II Instructions to Bidders. Failure to submit all completed forms may be cause for rejection at the sole discretion of THEA.

IV. DOING BUSINESS IN THE STATE OF FLORIDA

All bidders shall be in good standing with and authorized to do business in the State of Florida. Furthermore, it is the responsibility of the bidder to confirm that all of its Subcontractors are also in good standing and authorized to do business in the State of Florida as may be required pursuant to §607.1501, §605.0902, and §605.0905 Florida Statutes.

If a bidder is not required to register pursuant to Florida Statutes, the successful bidder shall be able to submit documentation demonstrating non-applicability of the statute.

THEA shall not execute an agreement if the successful bidder and subcontractors are not registered and in good standing to do business in the State of Florida as required by the referenced Florida Statutes.

V. SELECTION PROCESS

THEA intends to purchase the Product/Services from the responsible and responsive bidder. The selection process for this ITB will consist of the following.

Bid Proposal Packages will be evaluated on whether the bidder is responsible and responsive to this solicitation, with the objective to evaluate those bids and responses and to award a contract for the work to the firm with the **lowest total lump sum price**.

THEA will determine if the firm's bid is responsive and is a responsible bidder, in its sole and absolute discretion, considering all relevant facts and information.

THEA reserves the right at its sole discretion to reject any and all bids if it is determined the total lump sum price is excessive, best offers are determined to be unreasonable or it is in THEA's best interest to do so.

FINAL SELECTION:

The bidder with the **lowest total lump sum price** will be presented to THEA's Board of Directors for consideration and approval with a recommendation that the bidder be selected per the Schedule of Events below.

VI. SCHEDULE OF EVENTS

DATE	DESCRIPTION	LOCATION
December 6, 2023, by 5:00 PM	Advertisement Published	THEA Website & Demandstar
December 21, 2023, by 12:00 PM	Deadline for Respondent's submission of questions to THEA	Email to Procurement@tampa-xway.com
January 12, 2024, by 5:00 PM	Deadline for THEA to respond to Respondent's questions	THEA Website & Demandstar
February 6, 2024, by 9:00 AM	Deadline for Submitting Bid Proposal Package	Email to Procurement@tampa-xway.com
February 7, 2024, @ 1:30 PM	Public Opening of Bid Proposal Packages	Email to Procurement@tampa-xway.com
February 9, 2024, by 5:00 PM	Post Notice of Intended Ranking	THEA Office 1101 E. Twiggs Street, Suite 300 Tampa, FL 33602
February 26, 2024, @ 1:30 PM	Board Approval of Final Ranking & Award of Contract	THEA Website & Demandstar
February 28, 2024, by 5:00 PM	Posting of Award of Contract	THEA Offices 1101 E. Twiggs Street Tampa, FL 33602

VII. TERMS AND CONDITIONS

THEA reserves the right to reject all bid proposal packages, any bid proposal packages not conforming to this Invitation to Bid, and to waive any irregularity or informality with respect to any proposal. THEA further, reserves the right to request clarification of information submitted and to request additional information from one or more firms.

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

THEA requires that the bidder make an affirmative statement to the effect that they have not contacted, or attempted to contact, any member of the Board of Directors, or THEA staff, except as expressly permitted in the ITB.

EXHIBIT A



I. INTRODUCTION

The Tampa Hillsborough Expressway Authority (THEA) is soliciting sealed bids from qualified firms to provide all the labor, equipment, materials, tools, transportation, supplies, insurance, incidentals, mobilization, demobilization and maintenance of traffic necessary to replace the generator for the Tampa-Hillsborough County Expressway Authority Headquarters/Traffic Management Center (TMC) located in the parking lot of 1104 E. Twiggs Street, Tampa, FL 33602. The title of the project is as follows:

- THEA HEADQUARTERS GENERATOR REPLACEMENT

II. SCOPE OF WORK

SUMMARY OF WORK

1. DESCRIPTION

- 1.01 This section provides a general summary or overview of the work to be performed in the Invitation to Bid (ITB) No. O-TBD. In performing the work, the contract documents, plans and specifications shall be adhered to. This project is to be let as a lump sum.

2. SCOPE OF WORK

- 2.01 The general Scope of Work consists of, but is not limited to: Providing all the labor, equipment, materials, tools, transportation, supplies, insurance, incidentals, mobilization, demobilization and maintenance of parking lot usage necessary to:
- 2.01.01 Remove and replace the existing generator and fuel tank that services the THEA Headquarters/Traffic Management Center located in the parking lot of 1104 E. Twiggs Street, including required electrical and fuel connections as in the attached plans.
- 2.02 The following materials are anticipated. This listing is not all-inclusive, and it is the Contractor's responsibility to incorporate into the bid any additional items which may be needed.

	ITEM Description
	MOBILIZATION
	MAINTENANCE OF TRAFFIC (Parking Lot)
	CONDUIT INTERCEPT, EXCAVATE, SLEEVE ELECTRICIAN
	Generator to Auto Transfer Switch and Annunciator Existing Conduit: 1.25"@120LF (LSATS) 2.5"@120LF (NEATS) 1"@120LF-(Annunciator) 1"@120LF (LSATS starter) 1"@120LF (NEATS starter) 1"@120LF (Batt charger, block heater) REMOVE CABLE, CLEAN AND PROOF
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH 6 Runs Described above @10 LF
630-2-14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND 20LF for the LSATS and 20LF for the NEATS
630-2-14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND, Rigid Metal Conduit, Liquid Tight Flexible Metal Conduit
	CORE DRILL 2ND FLOOR; FIRESTOP APPLICATION
	Ground Rod
	Ground Wire
	Grounding System: Install ground rods, bonding conductor, exothermic welds
639-5-50	EMERGENCY GENERATOR-PERMANENT, REMOVE
639-5-	EMERGENCY GENERATOR WITH FUEL TANK, 175KW
	Dual Breaker Generator Docking Station
	Pad for Dual Breaker Generator Docking Station
	Bollards
715-1-13	Generator to Docking Station to LSATS 4C#3 + #8G
715-1-12	LIGHTNING CONDUCTORS, F&I, INSULATED, NO 4 TO NO 2 LIGHTNING CONDUCTORS, F&I, INSULATED, NO.8 - 6
715-1-16	Generator to Docking Station to NEATS 4C#4/0 + #4G
715-1-13	LIGHTNING CONDUCTORS, F&I, NO.4/0 (0000) OR LARGER LIGHTNING CONDUCTORS, F&I, INSULATED, NO 4 TO NO 2
715-1-11	Generator to LSATS Starter 2C#12 LIGHTNING CONDUCTORS, F&I, INSULATED, NO. 10 OR <
715-1-11	Generator to NEATS Starter 2C#12 LIGHTNING CONDUCTORS, F&I, INSULATED, NO. 10 OR <

This is a Lump Sum project. Quantities shown above are preliminary estimates. It is the Contractor's responsibility to determine all quantities for which the bid will be based on.

- 2.03 The Contractor shall perform electrical and plumbing work in accordance with all applicable manuals, guidelines, standards, handbooks, procedures and current design

memorandums. All generator replacement activities are to be performed in accordance with the 2023-2024 edition of the Florida Department of Transportation (FDOT), Standard Specifications for Road and Bridge Construction and Standard Plans as applicable. All debris and associated unsuitable materials, as a result of the removal and replacement of existing features delineated in Section 2.01.01 and 2.01.02 are the property of the Contractor for appropriate disposal offsite.

2.04 The Contractor shall utilize the existing concrete generator pad. Contractor shall core new holes and/or patch existing holes as needed.

2.05 The Contractor shall maintain parking lot traffic patterns and shall minimize the number of parking spaces impacted during construction. The Contractor shall also allow access to the trash dumpster by solid waste haulers. The Contractor shall maintain traffic in accordance with the 2023-2024 edition of the Florida Department of Transportation (FDOT), Standard Specifications for Road and Bridge Construction, Section 102, Temporary Traffic Control Plans and the 2023-2024 edition of the Florida Department of Transportation (FDOT) Standard Plans for Road Construction as applicable. Maintenance of Traffic shall also accommodate pedestrians using the parking lot.

2.05.01 All existing vehicular and pedestrian travel patterns for THEA's TMC Parking Lot shall be maintained at all times. Any alteration to existing travel patterns shall be submitted for Authority approval.

2.06 The Contractor shall coordinate with Authority field representatives to gain access to fenced locations and THEA's Electrical Room and 2nd floor Server Room in performance of the work.

2.07 The Contractor is advised the Authority may have a building renovation project ongoing currently with the THEA Headquarters Generator Replacement project. Contractor will be required to coordinate with the renovation contractor through the Authority's Project Manager.

3. SUBMITTALS

3.01 Submit the following in accordance with shop drawing submittal requirements of the General Provisions.

3.01.01 Maintenance of Traffic/Construction Staging Plan. The Contractor shall prepare and submit to THEA a signed and sealed MOT/Construction Staging Plan that minimizes the number of parking spaces impacted during the removal and replacement of the generator.

3.01.02 Shop drawings. All required shop drawings shall be prepared and submitted to THEA for approval.

3.01.03 Schedule. Prior to beginning work, the Contractor shall prepare and submit to THEA for approval a schedule showing proposed dates for the generator replacement project.

3.01.04 Contractor shall warranty all work for a period of one (1) year from date of substantial completion. Contractor shall rectify any defects due to faulty materials or workmanship and pay for any damage to other work resulting

therefrom within said period. The Authority will give notice of defects with reasonable promptness.

- 3.01.05 Manufacturer's Warranty: The Contractor shall submit to THEA the complete manufacturer's warranty information including the date or beginning of the warranty, duration of warranty, and names, addresses and telephone numbers and procedures for filing a claim and obtaining warranty services. The duration of the warranty period shall not be less than two (2) years.

4. CONTRACT DRAWINGS

- 4.01 Construction drawings and specifications have been prepared for this project. Drawings provided may not be reflective of all existing conditions the Contractor may encounter. All existing conditions to be encountered shall be verified as to the character, quality, and quantity of work to be performed and materials to be furnished in the performance of the construction drawings. The Contractor shall base their bid solely on their own opinion of the conditions likely to be encountered, and promptly notify THEA of any deviations or disagreements found in the drawings, specifications and/or general conditions or existing field conditions.

- 4.01.01 Construction Drawings
- THEA HEADQUARTERS GENERATOR REPLACEMENT prepared by Hall Engineering.

- 4.02 The generator replacement activities are to be performed in accordance with the 2023-2024 edition of the Florida Department of Transportation (FDOT), Standard Specifications for Road and Bridge Construction, and all applicable local, state, and national electrical codes. All references within the Specifications referring to the Department, shall hereby also refer to THEA.

- 4.03 Drawings, Diagrams, Reports and Photographs are provided for reference of existing conditions as illustrative and not inclusive of all existing conditions and not intended to limit or take the place of an examination of existing conditions by the Contractor. Drawings/Markups provided for the Contractor's information are included below.

- 4.03.01 NOT APPLICABLE

5. PRODUCTS

- 5.01 All products used for this project shall adhere to the requirements set forth in the Construction Drawings prepared for this project. Shop drawings shall be submitted for approval by the Engineer of Record and THEA.

6. EXECUTION

6.01 Work Sequence

- 6.01.01 For this Contract, a period of 168 calendar days, as identified in the Advertisement, will be allowed after the Notice to Proceed is issued. This period allows time for the Contractor to adjust work forces, equipment, schedules, and the procurement of materials, to proceed in a manner to minimize disruption to the public. Charging of Contract Time will begin when this time period ends or on the actual day that work begins at the site, whichever is the earlier.
- 6.01.02 21 calendar days of Contract Time are allowed for completion of the work, commencing after the period indicated in Section 6.01.01. The charging of contract time will continue, uninterrupted, until Final Acceptance of the work. No other charges shall be paid for before the Contract Time commences.
- 6.01.03 The new generator must be fully operational as approved by the Authority's Project Manager, their designee, or the CEI Construction Project Manager before the project is designated substantially complete.
- 6.01.04 The Contractor shall ensure that electrical service remains uninterrupted and shall perform all temporary work necessary to maintain continuity of electrical service when connection is made to existing systems.
- 6.01.05 Existing service shall not be interrupted without prior consent of the Authority's Project Manager, their designee, or the CEI Construction Project Manager. The Contractor shall have a temporary generator available for those periods where power is interrupted.

6.02 Issue Escalation

In the event issues arise during the prosecution of the work, the issue escalation and resolution will be processed as detailed herein.

- 6.02.01 All issues shall be directed to the CEI Construction Project Manager (TBD). The Contractor shall provide all supporting documentation relative to the issue being escalated, and any documentation not provided in the initial contact with the CEI Construction Project Manager shall not be considered.
- 6.02.02 If the issue cannot be resolved by the CEI Construction Project Manager in coordination with the General Engineering Consultant

representing THEA as applicable, the General Engineering Consultant representing THEA shall forward the issue to THEA's Director of Operations and Engineering who will coordinate with the General Engineering Consultant representing THEA and CEI, as applicable.

6.02.03 Each escalation level shall have a maximum of five (5) calendar days (excluding weekends and THEA observed holidays) to answer, resolve, or address the issue.

6.02.03.01 The five (5) calendar day period (excluding weekends and THEA observed holidays) begins when each level in the issue escalation process has received all required supporting documentation necessary to arrive at an informed and complete decision.

6.02.03.02 The five (5) calendar day period (excluding weekends and THEA observed holidays) is a response time and does not infer resolution.

6.02.04 Questions asked by THEA may be expressed verbally and followed up in writing within one (1) calendar day (excluding weekends and THEA observed holidays). Responses provided by the Contractor may be expressed verbally and followed up in writing within one (1) working day.

6.02.05 Once a response is received from the Director of Operations and Engineering, the CEI will respond to the Contractor in a timely manner but not to exceed three (3) calendar days (excluding weekends and THEA observed holidays).

6.02.06 The Contractor shall provide a similar issue escalation process for their organization with personnel of similar levels of responsibility.

7. MEASUREMENT AND PAYMENT

7.01 The Contractor shall submit within 10 calendar days of NTP a Schedule of Values with sufficient detail to assess the performance of the Work. The Schedule of Values shall be approved by the Authority prior to any invoicing.

7.02 The Contractor shall submit within 10 calendar days of NTP a project schedule. The project schedule shall be approved by the Authority. The project schedule shall be updated to reflect the actual start date of Contract Time in accordance with Section 6.01.01.

EXHIBIT B

PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES

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.

EXHIBIT B

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 with a check mark 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

Date

State of _____

County of _____

PERSONNALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature in
[Name of individual signing]

the space provided above on this _____ day of _____, 20____.

_____ My commission expires: _____
Notary Public

[Notary Seal]

EXHIBIT C

DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Status 287.087 hereby certifies that

_____ does:

Name of Business

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.

Firm's Signature

Date

EXHIBIT D

PRICE PROPOSAL FORM

(Print this page on bidder’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

EXHIBIT E

CONFLICT OF INTEREST STATEMENT

Check one of the boxes below:

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

OR

- The undersigned bidder, 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.

BIDDER:

By: _____
Authorized Signature

Printed Name of Signer

Title of Signer

Date Signed

EXHIBIT F

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, Iran Terrorism Sectors 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, Iran Terrorism Sectors 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)

Attachments and/or References not attached hereto will be supplied upon request and shared via a OneDrive File Share. Please contact the Procurement Office at procurement@tampa-xway.com to request your link