



REQUEST FOR PROPOSALS (RFP) T-00321

FOR

MISCELLANEOUS TOLL OPERATIONS SUPPORT SERVICES

RFP Issue Date: 4/30/2021

RFP Response Due Date: 6/03/2021

RESPONSIBLE DEPARTMENT

Rafael Hernandez
Director of Toll Operations

PROCUREMENT DEPARTMENT

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Procurement Manager
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I. INTRODUCTION

The Tampa-Hillsborough County Expressway Authority (the "Authority" or "THEA") is soliciting request for proposals ("RFP") from respondents/firms to provide miscellaneous toll operations support services on an as-needed basis.

II. SCOPE OF 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 THEA's Procurement Policy to perform miscellaneous toll operations support services for THEA. The successful respondent(s) and their team(s) shall have proven experience in the planning, design, development, testing and operations of toll facilities with special emphasis on All-Electronic Toll (AET) collection to include all roadside, communications and back-office functions. The successful respondent(s) and their team(s) will have professionals for the broad range of disciplines and expertise (i.e. architects, civil engineer, structural engineer, traffic engineer, mechanical engineer, electrical engineer, etc.) as may be needed for performing the services.

Work under the agreement(s) will be assigned on an as-needed basis. 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 THEA's review of other important considerations (i.e. consultant's availability of work forces, quickness of response, turnaround time, consultant's special expertise, parity of work assignments, etc.).

The successful respondent(s) will have professionals and technicians who are licensed, certified, and qualified to perform the work.

It may be necessary during the course of any agreement(s), to use consultant professionals residing at the THEA office to assist with aspects of the THEA capital improvement program. Any such use will be at a lower multiplier, which will reflect the lower overhead and personnel costs associated with domiciling staff at the THEA office.

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

- 1) Support for and management of THEA's All-Electronic Toll (AET) Lanes, to include:
 - a) Planning, design, development, and testing of all roadside lane equipment.
 - b) Planning, design, development and testing related to all lane communications between the THEA roadside equipment and THEA host servers located within the THEA Traffic Management Center (TMC) and the interface and communications to any outside organization supporting or servicing THEA toll transactions.
 - c) Planning and development of operating procedures and support activities related to day-to-day operations, training, and knowledge transfer.

- d) Dynamic pricing planning, algorithm development, trip-matching, and toll rate schedule oversight and support.
 - e) Traffic data collection, counts, and analysis; traffic and revenue operational audits and roadside equipment certification audits.
 - f) Violation management / enforcement, financial impact analysis, and revenue tracking.
 - g) Policy and legislation development.
 - h) Planning and development of potential toll facilities, or other facilities impacted by tolling.
 - i) External coordination efforts, such as potential integration with transit authorities and court activities.
 - j) Provide national, state, and local toll industry data as needed.
 - k) Participation in multi-agency meetings, groups, and conferences as directed.
- 2) Back-office support
- a) Planning, design, development, and testing of back-office interface applications
 - b) Operational audits
 - c) Financial audits
 - d) Independent Quality Assurance/Quality Control reviews
- 3) Support for and management of other traffic and Intelligent Transportation System (ITS) related services, including:
- a) Traffic data collection, counts, and analysis
 - b) Traffic operations analysis, simulation, and modeling
 - c) Travel-demand modeling and oversight of modeling activities
 - d) ITS project coordination and support

Project management:

1. The respondent shall provide a dedicated project manager, with a minimum 5-years of experience managing similar projects, to serve as a single point of contact for all project-related activities.
2. The respondent's project manager shall demonstrate leadership skills to ensure quality operations, the fostering of teamwork, and a friendly oriented work environment.
3. The respondent's project manager shall have an assistant to support project's administrative activities and serve as the immediate backup in the absence of the project manager.
4. The respondent's project manager shall schedule and host weekly management meetings with THEA and provide a detailed meeting agenda to ensure quality operations.
5. The respondent's project manager shall schedule and host daily operational meetings with THEA and provide a detailed meeting agenda to ensure quality operations. See Attachment A.
6. The respondent shall provide meeting resources such as conference line and/or web-based meeting room.
7. The respondent's project manager and/or his or her assistant shall document project activities in THEA's provided ticket management system. See Attachment B.
8. The respondent shall provide THEA with a Program Management Plan (PMP), including Change Management (CM) controls, to ensure all project activities are documented. See Attachment C.

9. The respondent's project manager shall be accountable to THEA and ensure project activities are completed within the agreed timeframes.
10. On a daily, weekly, and monthly basis, the respondent's project manager shall be responsible to communicate to THEA the progress and status of all project activities.
11. For task(s) documented by THEA as high priority, the respondent's project manager shall acknowledge THEA's issued communications within 2 hours after receipt, advising on next steps and due dates to resolve THEA's requests.
12. For non-high priority task(s), the respondent's project manager shall acknowledge THEA's issued communications within 24 hours after receipt, advising on next steps and due dates to resolve THEA's requests.
13. THEA shall receive a contract status, including detailed task order and project status on a Project/Contract tracking tool. See Attachment D.

[END OF SCOPE OF SERVICES]

III. INSTRUCTIONS TO FIRMS

1. The Authority must receive all submittals as stated in the TIMETABLE, **no later than 2:00 p.m. Eastern Daylight Savings Time on June 03, 2021**. Any submittal received after the stated time and date shall not be considered. It shall be the sole responsibility of the respondent to have its package delivered to the Authority as stated in this RFP. Delay in delivery shall not be the responsibility of the Authority. Submittals received after the deadline shall not be considered, and may be returned only at the respondent's expense.
2. Each respondent shall examine all documents and shall determine all matters relating to the interpretation of such documents.
3. Type size shall not be less than 10 point font. The proposal shall be indexed and all pages sequentially numbered. The proposals shall be limited to twelve (12) single sided, 8 ½" by 11" pages, exclusive of the following:
 - Transmittal Letter
 - Front and back cover and divider sections
 - Key Staff Resumes
 - Appendices
4. One (1) submittal must be emailed to the Authority's Procurement Manager in one email with the subject "Request for Proposals T-00321 for Miscellaneous Toll Operations Services for the Tampa- Hillsborough County Expressway Authority." Email: man.le@tampa-xway.com
5. The RFP response shall clearly indicate the legal name, federal taxpayer identification number, address, and telephone number of the firm. The person signing the RFP on behalf of the firm shall have the authority to bind the firm to the submitted proposal.
6. The Authority shall not be liable for any expenses incurred in the preparation or presentation of the proposals.

7. The Authority reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission or to re-advertise for all or any part of the services. The Authority shall be the sole judge of the submittals and the resulting negotiated agreement that is in the Authority's best interest, and the Authority's decision shall be final.
8. The successful respondent(s) shall be required to execute an agreement, in form and content acceptable to the Authority, indemnifying and holding harmless the Authority, its officials, officers, employees, and agents from all claims.
9. **Respondents, their agents, or associates shall refrain from contacting or soliciting any Authority staff or members of the Authority's Board of Directors directly or indirectly, regarding this RFP during the selection process. Failure to comply with this provision may result in the disqualification of the firm. All requests for clarification or additional information should be made in writing via email by the date and time outlined in the TIMETABLE to: Man.Le@tampa-xway.com**

IV. QUALIFICATIONS:

- A. This RFP shall include, but not be limited to, responses to the following requirements:
 1. Transmittal Letter, summarizing the key points in the RFP which is signed by an officer of the firm who is responsible for committing the firm's resources. The letter should include the following (two (2) page limit):
 - a. Name of the firm submitting the proposal & contact information
 - b. Name and title of the individual with responsibility for the response and to whom matters regarding the RFP should be directed
 - c. Mailing address
 - d. Telephone, fax number and e-mail address of the firm's primary contact
 - e. Brief narrative of the firm's: (1) qualifications & capabilities to provide miscellaneous toll operations services to the Authority;
 2. Describe the experience and expertise of specific individuals within the firm who would perform the services outlined in this RFP and the name of project manager.
 3. The following shall be repeated in your proposal and signed by an individual authorized to bind your firm:

"I agree to abide by all conditions of RFP T-00321 and certify that all information provided in this proposal is true and correct, that I am authorized to sign this proposal for the respondent and that the respondent is in compliance with all requirements of the RFP, including but not limited to, certification requirements."

Authorized Signature (Manual)

Name and Title (Typed)

Date

V. SELECTION CRITERIA:

The Authority desires to select a respondent(s) that demonstrates the ability to provide the highest quality of service. To accomplish this goal, the Authority’s criteria for selection shall include, but not be limited to the following:

	RANKING EVALUATION CRITERIA	Maximum Point Value
1	<p><u>Qualifications and Experience of the Respondent (Firm/Team):</u> Evaluation based on respondent’s qualifications of firm, history, size, experience, references, resources available, etc.</p>	20
2	<p><u>Qualifications of Key Personnel</u> Evaluation (credentials/expertise/experience) of Project Manager and other key individuals who are specifically licensed and/or certified to perform and oversee the work detailed in the RFP and staff who will be directly assigned to perform the Scope of Services.</p>	20
3	<p><u>Prior Experience:</u></p> <ul style="list-style-type: none"> • Consideration of past performance and references on projects of similar type and size • Evaluation of possible conflicts of interest, as well as, litigation resulting from any claim(s) of negligence (errors and/or omissions). • Consideration of past performance demonstrating ability to meet and adhere to project schedules and budgets 	20
4	<p><u>Respondent’s Approach:</u></p> <ul style="list-style-type: none"> • Evaluation based on respondent’s demonstrated approach to provide services • Willingness and ability to meet and adhere to project schedules and budgets 	20
5	<p><u>Workload:</u> Consideration of recent, current and projected workload, as well as, workforce availability to undertake THEA work.</p>	10
6	<p><u>SBE Utilization:</u> Consideration of the percentage of SBE utilization anticipated on this contract.</p>	10
	TOTAL POINTS	100

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

VI. TIMETABLE

EVENT	DATE/TIME
Release of RFP	April 30, 2021
Deadline for Questions/Request for Clarification	May 13, 2021
Addendum Release (if required)	May 14, 2021
RFP Due Date/Time (Deadline)	June 03, 2021 by 2 p.m. EST
Evaluation Committee meets to evaluate proposals at: Zoom Meeting (registration details will be provided in an Addendum) <i>(Firms are not required to attend, however, this meeting is open to the public)</i>	June 10, 2021
Posting of Notice of Intended Final Ranking	June 11, 2021
Board Approval of Final Ranking & Award of Contract	June 12, 2021
Posting of Notice of Board Approval & Award of Contract	June 26, 2021

VII. SELECTION AWARD

After the Authority has evaluated the written proposals they may or may not require presentations of the top ranked firms. After the evaluation is completed, the Authority's selection committee will make a recommendation to the Authority's Board of Directors and the Board of Directors shall award the contract at the next scheduled Board of Directors meeting for the Authority.

VIII. TERMS AND CONDITIONS

The Authority reserves the right to reject all proposals, any proposal not conforming to this Request for Proposals, and to waive any irregularity or informality with respect to any proposal. The Authority further, reserves the right to request clarification of information submitted and to request additional information from one or more firms.

The Authority requires that the respondent(s) selected will not discriminate under the contract against any person in accordance with federal, state, and local governments' regulations. The Authority requires the respondent(s) selected to make an affirmative statement to the effect that their retention shall not result in conflict of interests with respect to the Authority.

The Authority requires that the respondent(s) make an affirmative statement to the effect that they have not contacted, or attempted to contact, any member of the Authority's Board of Directors or Authority staff, except as expressly permitted under paragraph 9 of Instructions to Firms above.

IX. STATEMENT ON PUBLIC ENTITY CRIMES

Failure of the respondent to certify the firm as free from any "public entity crime" as defined in the Florida Statutes, Subsection 287.133 shall result in rejection or disqualification of your proposal. (See Exhibit A)

X. DRUG-FREE WORKPLACE

Failure of the respondent to certify the firm as a drug-free workplace in accordance with Florida Statutes, Subsection 287.087 shall result in rejection or disqualification of your proposal. (See Exhibit B)

EXHIBIT A

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

1. This sworn statement is submitted by _____ as
_____ of
_____ whose business address is
_____ and (if applicable) its Federal
Employer Identification Number (FEIN) is _____.
2. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime; or
 - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), 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, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

By

Date

STATE OF
 COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me or who produced a _____ as identification and who did take an oath.

Notary Public

My commission expires:

EXHIBIT B

DRUG-FREE WORKPLACE FORM

The undersigned Respondent, 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 C ~
QUESTIONNAIRE

Respondent shall complete this questionnaire, sign, date and submit with its proposal.

1. BUSINESS INFORMATION:

1.1. Name of respondent: _____

1.2 Location of primary office which will handle this engagement:

1.3 Business Organization:

- a. Number of years your firm (under any name) has been in business: _____
- b. Number of years has been in their top management position _____
- c. Number of years under present name _____
- d. Number of years in Florida _____
- e. Total number of full-time staff _____
- f. Additional part-time Staff _____
- g. States in which you have performed activities:

2. MINIMUM QUALIFICATIONS:

2.1 Minimum Requirements:

This engagement requires that the respondent:

- a. Have previous experience with similar engagement and previous experience in providing services.

3. **REFERENCES**

Qualifications and Experience of the firm - Describe the contracts completed by your organization within the last five (5) years that prove experience in the industry, that are similar to this service project in size and complexity. **Do not use the Tampa-Hillsborough County Expressway Authority as one of the three main references.**

Project #1

- Project Name: _____
- Owner Name: _____
- Contact Name: _____
- Contact Address: _____
- Contact Telephone: _____ Email: _____
- Contract Term: _____ Contract End Date: _____
- Dollar Amount of Contract: _____
- Describe Your Specific Scope of Work: _____

- Number of Employees Assigned to Project: _____

Project #2

- Project Name: _____
- Owner Name: _____
- Contact Name: _____
- Contact Address: _____
- Contact Telephone: _____ Email: _____
- Contract Term: _____ Contract End Date: _____
- Dollar Amount of Contract: _____
- Describe Your Specific Scope of Work: _____

- Number of Employees Assigned to Project: _____

Project #3

- Project Name: _____
- Owner Name: _____
- Contact Name: _____
- Contact Address: _____
- Contact Telephone: _____ Email: _____
- Contract Term: _____ Contract End Date: _____
- Dollar Amount of Contract: _____

- Describe Your Specific Scope of Work: _____

- Number of Employees Assigned to Project: _____

Use additional sheets as needed

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4. DEFAULTS, CLAIMS, LITIGATION AND VIOLATIONS:

4.1. List any contract defaults or for cause which the respondent has had in at least the past five years.

Project Description	Year	Owner's Rep Name	Phone

4.2. Provide detailed information of any contracts you have had within the past five years, which resulted in claims or litigation, even if they were settled out of court, or if you were a third party involved in any litigation or claim of negligence, errors or omissions.

The respondent signature below attests that the information provided herein is true and accurate.

Signature

Printed Name

Title

Date

[END OF FORM - QUESTIONNAIRE]

EXHIBIT D

INSURANCE REQUIREMENTS, COVERAGES and LIMITS for **Tampa-Hillsborough County Expressway Authority**

Consultants, Contractors and Respondents, hereinafter referred to collectively and individually as “Insured” conducting business with the Tampa-Hillsborough County Expressway, “THEA” are required to maintain adequate insurance coverage and provide insurance certification to the THEA.

A. INSURANCE REQUIREMENTS:

- 1) All insurance shall be from responsible insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies or companies with AM Best ratings lower than A- or a financial size category lower than VII may be approved on a case by case basis. If the insurer does not meet these requirements, the THEA retains the right to approve or disapprove the use of the insurer.
- 2) INSURED’S liability policies, other than the Workers’ Compensation and Professional Liability, shall provide that the THEA, its officials, officers and employees are additional named insureds 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 Insureds" provision).
- 4) The INSURED’S Certificate of Insurance(s) shall provide the THEA as an additional certificate holder for all policies issued.
- 5) The INSURED’S Certificate of Insurance(s) shall state the description of the operations, i.e., “Name of Agreement” between THEA and “Name of Insured” and shall state the Contract Number assigned for the AGREEMENT between THEA and the INSURED.
- 6) The INSURED shall deliver to the THEA, within ten (10) days from the receipt of a Notice of Award of this AGREEMENT, properly executed Certificate(s) of Insurance on insurance industry standard certificate of insurance form(s) (example: ACORD form) setting forth the insurance coverages and limits required herein. All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 7) Except as otherwise specified in the AGREEMENT, the insurance will commence on or prior to the effective date of the AGREEMENT and will be maintained in force throughout the duration of the AGREEMENT. Three years’ completed operations coverage may be required to be maintained on specific commercial general liability policies and/or professional liability policies effective on the date of substantial completion or the termination of the AGREEMENT, whichever is earlier.

- 8) Aggregate Policy Limits on policies required of INSURED shall apply exclusively for this AGREEMENT.
- 9) INSURED authorizes the THEA to verify its insurance information with its insurance agents, brokers, surety, and insurance carriers. At the THEA'S request, INSURED shall provide copies of the policies at no cost to the THEA, subject to redaction by the INSURED of any proprietary information.
- 10) All insurance coverages of the INSURED shall be primary to any insurance or self-insurance programs carried by the THEA; and any THEA insurance or coverages shall not be contributory to INSURED'S insurance requirements in this AGREEMENT.
- 11) The insurance coverages and limits required of the INSURED under this AGREEMENT are designed to meet the minimum requirements of the THEA. They are not designed as a recommended insurance program for the INSURED. The INSURED alone shall be responsible for the sufficiency of its own insurance program.
- 12) All policies of insurance required herein will be specifically endorsed to require the insurer provide the THEA with thirty (30) days 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 County Expressway, (THEA)
Contracts & Procurement Manager
1104 East Twiggs St, Suite 300
Tampa, FL 33602

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

are no pending claims or legal actions against the INSURED, which if resolved in favor of the claimant would impair the insurance company's ability to cover the minimum insurance limits stated herein.

- 17) Current Insurance Service Office (ISO) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the THEA without restrictive endorsement.
- 18) The INSURED will not commence work, use or occupy THEA premises in connection with the AGREEMENT until the required insurance is in force, preliminary evidence of insurance acceptable to the THEA has been provided to the THEA and the THEA has granted permission to the INSURED to commence work or use or occupy the premises in connection with the AGREEMENT.
- 19) Upon request, the INSURED shall promptly make available a certified, true and exact copy of the insurance policy and endorsements issued to the policy and any renewal thereof for the 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 coverage is obtained with retroactive coverage applicable as of the date the INSURED services started under this AGREEMENT.
- 20) All insurance minimum coverage limits extend to any subcontractor and the Prime INSURED is responsible for all subcontractors.

B. INSURANCE COVERAGES and LIMITS:

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

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

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

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

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

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

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

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

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

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

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

Bodily Injury & Property Damage Combined	
Each Occurrence	\$2,000,000
Aggregate (specific to this AGREEMENT)	\$2,000,000
Aggregate (not specific to this AGREEMENT)	\$1,000,000 ⁵

Professional Liability Insurance, also known as “Errors and Omissions”. The minimum limits of Professional Liability Insurance covering all work of the INSURED without any exclusions unless approved in writing by the THEA are:

Professional Liability	
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 coverage shall be maintained by the INSURED for a period of not less than three (3) years from the date the INSURED has completed and the THEA has accepted the services under this AGREEMENT.

- 6) **Environmental Impairment (Pollution) Liability, (if required)** – Environmental Impairment (Pollution) Liability insurance is required **only** if specifically stated in the ITB Instructions and Submittal Documents package.

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

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

[END OF INSURANCE REQUIREMENTS, COVERAGES AND LIMITS]

EXHIBIT E ~ RFP T-00321

ANTICIPATED SBE PARTICIPATION STATEMENT
FOR TAMPA-HILLSBOROUGH COUNT EXPRESSWAY AUTHORITY

RFP Number: _____

Respondent: _____

Is the prime contractor an SBE as described in THEA's Policy adopted February 25, 2002? (Yes_) (No_)

It is our intent to subcontract _____% of the contract dollars to SBE(s). Listed below are the proposed SBE sub-contractors _____(to the extent known, please indicate whether the company holds, Minority, Women or Disadvantaged Business Enterprise Status.):

<u>SBE(s) Name</u>	<u>Type of Work/Specialty</u>	<u>Dollar Amount/Percentage</u>	<u>Minority Status</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Submitted by: _____

Title: _____

E-mail Address: _____

Telephone number: _____

Fax Number: _____

Date: _____