



INVITATION TO BID (ITB)
Contract #: O-2124
West Toll Plaza HVAC Replacement

ITB Issue Date & Cone of Silence Effective Date: 5/31/2024

ITB Response Due Date: 7/9/2024

RESPONSIBLE DEPARTMENT

Operations: PM-
Brian Pickard, Director of Operations and Engineering

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 PROPOSAL 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: _____

Exhibits -

- A. Scope of Services
- B. Public Entity Crime
- C. Drug-Free Workplace
- D. Bid Proposal Form
- E. Bid Tabulation Sheet
- F. Conflict of Interest Form
- G. Experience and References
- H. Insurance Requirements, Coverage and Limits
- I. Bid Bond
- J. Performance Bond
- K. Certification Regarding Scrutinized Companies List

I. INTRODUCTION

The Tampa-Hillsborough County Expressway Authority (THEA) is soliciting sealed bids from qualified contractors to replace two five (5) ton air conditioning units and one two (2) ton air conditioning units located at our West Toll Plaza Building at 210 South Brevard Ave., Tampa FL 33606.

II. INSTRUCTIONS TO BIDDERS

1. THEA must receive all submittals at the location, date, time, and method 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 bidder to have its package electronically submitted to THEA. THEA will not accept other delivery methods. 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. Bid Tabulation Sheet
 - F. Conflict of Interest Form
 - G. Experience and References
 - H. Insurance Requirements, Coverage and Limits
 - I. Bid Bond Form
 - J. Performance Bond
 - K. Certification Regarding Scrutinized Companies List
4. A surety commitment letter is required to be submitted as part of the bid proposal package. The bidder is required to provide proof of bonding capacity and provide acknowledgment by the bidder's surety of the ability to provide the required Performance Bond and Bid Bonds.
5. Proof of insurance is required to be submitted as part of the bid proposal package. The bidder must provide evidence of the bidder's ability to provide the insurance coverage required in Exhibit I – Insurance Requirements, Coverages, and Limits, either by means of an existing policy or other verifiable proof (such as an agent/broker commitment letter).
6. Bid proposal packages are to only be submitted electronically to THEA's procurement e-mail inbox. One (1) original, combined pdf bid proposal package including the required forms above must be e-mailed to THEA's Procurement Department, clearly labeled, "**Bid Proposal Package O-2124 West Toll Plaza HVAC Replacement**" sent to:

Procurement Office
Procurement@tampa-xway.com
7. THEA shall not be liable for any expenses incurred in the preparation of the bid proposal package.

8. 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.
9. THEA requires all bidders to perform a mandatory site visit. Any bidder failing to complete the mandatory site visit will be deemed non-responsive and eliminated from further consideration. The mandatory site visit will be in coordination with both the procurement and operations offices as identified in Section VI., Schedule of Events.
10. The successful firm shall be required to execute a contract, in form and content acceptable to THEA, indemnifying and holding harmless THEA, its officials, officers, employees, and agents from all claims.

11. 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 and this solicitation once the ITB 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.

12. 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 stated for the deadline for respondents submission of questions to THEA referenced in Section VI., Schedule of Events. Questions received after the date will not be considered.

III. QUALIFICATIONS:

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 option 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 must 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 bid 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 lowest total bid price is excessive, best offers are determined to be unreasonable or it is in THEA’s best interest to do so.

The required bond forms are to be submitted to the THEA Procurement Office of the responsible bidder with the responsive bid proposal package, after Board approval of Final Ranking and Award of Contract.

FINAL SELECTION:

The bidder with the responsive bid proposal package 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
May 31, 2024, by 5:00 PM	Advertisement Published	THEA Website & Demandstar
June 10 – 14, 2024 between 7 PM to 4 PM	Mandatory Site Visit	Email to coordinate: Procurement@tampa-xway.com Location: THEA Office 1101 E. Twiggs Street, Suite 300 Tampa, FL 33602
June 20, 2024, by 9:00 AM	Deadline for Respondent’s submission of questions to THEA	Email to Procurement@tampa-xway.com
June 26, 2024, by 5:00 PM	Deadline for THEA to respond to Respondent’s questions	THEA Website & Demandstar
July 9, 2024, by 9:00 AM	Deadline for Submitting Bid Proposal Package	Email to Procurement@tampa-xway.com

July 9, 2024, by 1:30 PM	Public Opening of Bid Proposal Packages	THEA Office 1101 E. Twiggs Street, Suite 300 Tampa, FL 33602
July 11, 2024, by 5:00 PM	Post Notice of Intended Ranking	THEA Website & Demandstar
July 22, 2024, @ 1:30 PM	Board Approval of Final Ranking & Award of Contract	THEA Offices 1101 E. Twiggs Street Tampa, FL 33602
July 24, 2024, by 5:00 PM	Posting of Award of Contract	THEA Website & Demandstar

VII. TERMS AND CONDITIONS

THEA reserves the right to reject all bid proposal packages, any bid proposal packages not conforming to this ITB, 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



West Toll Building Air Conditioner Replacement

The Tampa Hillsborough Expressway Authority is currently needing to replace two 5 Ton Air Conditioning units and one 2 Ton Air Conditioning unit located at our West Toll Plaza Bldg. at 210 South Brevard Ave., Tampa FL 33606. Provide a lump sum price for the following:

1. Furnish and install (3) AC and Air Handling Units in kind or with comparable name brand units.
2. Remove and properly dispose of existing AC equipment.
3. Provide tie-in to existing electrical and drainage lines, replacing wiring and drainage lines if needed.
4. Make repairs to any building envelope penetrations that will be altered by this work.
5. Furnish and install a new smart thermostat for each unit.
6. Provide 1 year warranty for parts and labor.

Any required permits will be the responsibility of the contractor. Site visit is mandatory to bid.

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



BID TABULATION TEMPLATE

COMPANY NAME						
PROJECT NAME						
PROJECT NO.						
BID DATE						
BID QUANTITIES					ENGINEER'S ESTIMATE	
REF NO.	BID ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT
1	1.001	Example	1	LS	500	\$ 500.00
2						\$ -
3						\$ -
4						\$ -
5						\$ -
6						\$ -
7						\$ -
8						\$ -
9						\$ -
10						\$ -
11						\$ -
12						\$ -
13						\$ -
14						\$ -
15						\$ -
16						\$ -
TOTAL BID AMOUNT			1		500	\$ 500.00

EXHIBIT F

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 G

EXPERIENCE AND REFERENCES

3.0 Experience:

3.0.1. State the total work volume and value that your organization has been responsible for in the past five years in:

a. Total Dollar value _____

b. Number of Contracts _____

3.0.2. List the dollar volume and number of government projects you have completed in the past 5 years:

a. Dollar Value _____

b. Number of government projects _____

3.1 Provide the following information on at least three (3) projects that Bidder has performed within the past five (5) years that were similar to this project. List chronologically, starting with the last project. Complete a new questionnaire for each representative project.

EXHIBIT G

3.2.1 Project Title: _____

- a. Date Project Completed: _____
- b. Project Name: _____
- c. Owner Name: _____
- d. Owner Address: _____
- e. Owner Telephone: _____
- f. Name of Reference for this Project: _____
- g. Relationship of Reference to Owner: _____
- h. Title and Position Reference held for this Project: _____

- i. Firm name where Reference was employed for this Project: _____

- j. Reference's Telephone: _____
- k. Dollar Amount: _____
- l. List any other special criteria i.e. specialized repair or equipment, etc. worked: _____

- m. Describe Your Specific Scope of Work: _____

- n. General Contract Amount: _____
- o. Your Participation was: _____
- p. Completion Date: _____
- q. Was Project completed on time? _____
- r. Was Project completed within budget? _____
 - If not, explain: _____
- s. Penalties imposed? (Yes or No; if Yes, explain) _____

- t. Any liens, claims, or lawsuits? (Yes or No, if Yes, explain): _____

- u. If a D/W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success did your firm have in achieving the goal. _____

- v. Provide names and phone numbers of the D/W/MBE or SBE firms used on the project: _____

- w. Any other pertinent information? _____

[Use additional sheets as necessary]

EXHIBIT G

3.2.2 Project Title: _____

- a. Date Project Completed: _____
- b. Project Name: _____
- c. Owner Name: _____
- d. Owner Address: _____
- e. Owner Telephone: _____
- f. Name of Reference for this Project: _____
- g. Relationship of Reference to Owner: _____
- h. Title and Position Reference held for this Project: _____

- i. Firm name where Reference was employed for this Project: _____

- j. Reference's Telephone: _____
- k. Dollar Amount: _____
- l. List any other special criteria i.e. specialized repair or equipment, etc. worked: _____

- m. Describe Your Specific Scope of Work: _____

- n. General Contract Amount: _____
- o. Your Participation was: _____
- p. Completion Date: _____
- q. Was Project completed on time? _____
- r. Was Project completed within budget? _____
 - a. If not, explain: _____
- s. Penalties imposed? (Yes or No; if Yes, explain) _____

- t. Any liens, claims, or lawsuits? (Yes or No, if Yes, explain): _____

- u. If a D/W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success your firm have in achieving the goal. _____

- v. Provide names and phone numbers of the D/W/MBE or SBE firms used on the project: _____

- w. Any other pertinent information? _____

[Use additional sheets as necessary]

EXHIBIT G

3.2.3 Project Title: _____

- a. Date Project Completed: _____
- b. Project Name: _____
- c. Owner Name: _____
- d. Owner Address: _____
- e. Owner Telephone: _____
- f. Name of Reference for this Project: _____
- g. Relationship of Reference to Owner: _____
- h. Title and Position Reference held for this Project: _____

- i. Firm name where Reference was employed for this Project: _____

- j. Reference's Telephone: _____
- k. Dollar Amount: _____
- l. List any other special criteria i.e. specialized repair or equipment, etc. worked: _____

- m. Describe Your Specific Scope of Work: _____

- n. General Contract Amount: _____
- o. Your Participation was: _____
- p. Completion Date: _____
- q. Was Project completed on time? _____
- r. Was Project completed within budget? _____
 - a. If not, explain: _____
- s. Penalties imposed? (Yes or No; if Yes, explain) _____

- t. Any liens, claims, or lawsuits? (Yes or No, if Yes, explain): _____

- u. If a D/W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success did your firm have in achieving the goal. _____

- v. Provide names and phone numbers of the D/W/MBE or SBE firms used on the project: _____

- w. Any other pertinent information? _____

[Use additional sheets as necessary]

EXHIBIT H

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

Consultants, Contractors and Vendors, hereinafter referred to collectively and individually as "Insured" conducting business with the Tampa-Hillsborough County Expressway, "THEA" are required to maintain adequate insurance coverage and provide insurance certification to 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, 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 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 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 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 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 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 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 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 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) 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 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, 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 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 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 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 THEA has been provided to THEA and THEA has granted permission to the INSURED to commence work or use or occupy the premises in connection with the AGREEMENT.
- 19) Upon request, the INSURED shall promptly make available a certified, true and exact copy of the insurance policy and endorsements issued to the policy and any renewal thereof for THEA'S review and inspection. In the event of cancellation or non-renewal of this insurance, the INSURED agrees to purchase the maximum "extended claims reporting period" permitted under the policy within the time allowed, unless replacement 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 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 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 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 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 I

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

(Here In after called the "Principal") and _____

(Hereinafter called the "Surety"), a Corporation chartered and existing under the laws of the State of _____ with its principal offices in the City of _____ and authorized to do business in the State of Florida are held firmly bound unto the Tampa-Hillsborough County Expressway Authority, in the full and just sum of _____ Dollars (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the Tampa-Hillsborough County Expressway Authority, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the Tampa-Hillsborough County Expressway Authority, a proposal for the _____

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified check or cashier's check otherwise required to accompany this Proposal.

"NOW, THEREFORE: The conditions of this obligation are such that if the Proposal is accepted, the Principal shall, within ten (10) days after the date of receipt of a written notice of Award of Contract, execute a contract in accordance with the Proposal and upon the terms, conditions and prices set forth therein in the form and manner required by the Tampa-Hillsborough County Expressway Authority and execute a sufficient and satisfactory Public Construction Bond, payable to the Tampa-Hillsborough County Expressway Authority and deliver documents which are condition to commencing the work... ". then this obligation to be void; otherwise to be and remain In full force and virtue in law; and the Surety shall, upon failure within the time specified above, immediately pay to the aforesaid Expressway Authority upon Demand the amount thereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and Sealed this _____ day of 20_____.

Principal

(Seal)

BY: _____

Surety

(Seal)

BY: _____

Countersigned

CERTIFICATE AND AFFIDAVIT FOR SURETY BOND INSURER

TO: TAMPA-HILLSBOROUGH EXPRESSWAY AUTHORITY
RE: REQUEST FOR PROPOSALS NO. _____; PROJECT: _____

BIDDER: Name: _____
Address: _____
Telephone: _____

AMOUNT OF BOND: _____
SURETY BOND INSURER
Name: _____
Address: _____
Telephone: _____

Before me, the undersigned authority, personally appeared, _____
on this _____ day of _____, 20____ who hereby certifies that, in
accordance with Section 287.0935, Florida Statutes, the insurer named above:

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

Signature of Officer of Surety Insure

STATE OF: _____

COUNTY OF: _____

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

(Notary, check appropriate blank; and if obtaining identification, fill in appropriate identification number.)

Notary Public

(Printed Name of Notary)

My Commission Expires:

Serial Number, if any)

EXHIBIT J

**For Clerk of the Court
Recording Purposes**
Return to: Contracts Manager
Tampa Hillsborough Expressway Authority
1104 East Twiggs St., Suite 300
Tampa, FL 33602
BOND NO: _____

PERFORMANCE BOND

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

THE CONDITION OF THIS BOND is that if Principal:

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

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

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

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

EXHIBIT J

DATED ON: _____, 20_____.

Name of Principal (Contractor):

Name of Surety:

By: _____

By: _____
Attorney in Fact

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Telephone No. _____

Telephone No. _____

Fax No. _____

Fax No. _____

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

STATE OF _____ :

:

COUNTY OF _____ :

:

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

My Commission Expires:

Notary Public

(Printed Name of Notary)

(Serial Number, if any)

This form complies with
Section 255.05, Florida Statutes

EXHIBIT J

CERTIFICATE AND AFFIDAVIT FOR SURETY BOND INSURER

TO: TAMPA HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY (THEA)

RE: _____

PROPOSER:

Name: _____

Address: _____

Telephone: _____

AMOUNT OF BOND: _____

SURETY BOND INSURER:

Name: _____

Address: _____

Telephone: _____

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

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

Signature of Officer of Surety Insurer

STATE OF _____ :

:

COUNTY OF _____ :

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

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

Notary Public

Printed Name of Notary

My Commission Expires:

(Serial Number, if any)

EXHIBIT K

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)