



REQUEST FOR QUALIFICATIONS (RFQ)

FOR

FINANCIAL ADVISORY SERVICES

THEA PROJECT No.: F-0125

RFQ Issue Date: 7/8/2024

RFQ Response Due Date: 7/31/2024

RESPONSIBLE DEPARTMENT

Jeffrey Seward
Director of Finance

PROCUREMENT DEPARTMENT

Shannon Bush
Contracts and Procurement Manager
1104 East Twiggs Street, Suite 300
Tampa, Florida 33602
Telephone Number: (813) 272-6740
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Exhibits -

EXHIBIT A – Statement on Public Entity Crimes

EXHIBIT B – Drug-Free Workplace Form

EXHIBIT C – Declaration of Respondent

EXHIBIT D – Conflict of Interest Form

EXHIBIT E – Certification Regarding Scrutinized Companies List

EXHIBIT F – Insurance Requirements, Coverages and Limits

I. INTRODUCTION

The Tampa-Hillsborough County Expressway Authority (“THEA” or the “Authority”) is soliciting Request for Qualifications (RFQ) from firms qualified and interested in providing the entire spectrum of services customarily provided to governmental entities by financial advisors but may generally be divided into three groups: services related to financial planning, services related to debt issuance, policy development and special services (the “Financial Advisor”).

SCOPE OF SERVICES

1. Services related to the Financial Planning and Policy Development upon request of the Authority:
 - Assist the Authority in the formulation of Financial and Debt Policies and Administrative Procedures.
 - Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the Authority with savings.
 - Analyze future debt capacity to determine the Authority’s ability to raise future debt capital.
 - Assist the Authority in the development of the Authority’s Capital Improvement Program by identifying sources of capital funding.
 - Assist the Authority with the development of the Authority’s financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects/partnerships, grants and Federal government financing vehicles, and provide analysis of each alternative as required as to the budgetary and financial impact.
 - Assist the Authority, working with its Traffic and Revenue consultant and General Engineering Consultant, in its annually required Revenue Sufficiency certification and presentation to the Board.
 - Assist the Authority in preparation and review of its annually required DAC filings and rating agency updates.
 - Assist the Authority in scenario development for capital planning and financial capacity while maintaining key financial performance metrics.
 - Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projects included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.

- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of growth rates by operating revenues and expenditures, timing, magnitude and cost of debt issuance, and project operating and capital balances, selected operating and debt ratios and other financial performance measures as may be determined by the Authority.
 - Conduct strategic modeling and planning and related consulting.
 - Attend meetings with Authority's staff, consultants and other professionals and the Authority.
 - Undertake financial planning and policy development assignments made by the Authority regarding financing, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.
 - Assist the Authority in preparing financial presentations for public hearings and meetings.
 - Provide special financial services as requested by the Authority.
2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will be modified in advanced in writing to reflect that process. Upon the request of the Authority:
- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
 - Develop a financing plan in concert with Authority's staff which include recommendations as to the timing and number of series of bonds to be issued.
 - Assist the Authority by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommends as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
 - Advise as to the various financing alternatives available to the Authority.
 - Development alternatives related to det transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
 - Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.
 - If appropriate, develop credit rating presentations and coordinate with the Authority the overall presentation to rating agencies.
 - Review underwriter's proposals and submit a written analysis of same to the Authority.
 - Assist the Authority in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.
 - Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds, redemption

provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.

- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the Authority's obligations.
- Review the terms, conditions and structure of any proposed debt offering undertaken by the Authority and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with Authority's staff and other advisors in respect to the furnishing of data of offering documents, it being specifically understood that the financial advisor is not responsible for the inclusion or omission of any material in published offering documents.
- As applicable, advise the Authority on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise the Authority in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction including, but not limited to, bond printing, signing and final delivery of the bonds and deposit of bond proceeds.

II. INSTRUCTIONS TO FIRMS

1. The Authority must receive all proposals at the location, date and time stated in section V. **SCHEDULE OF EVENTS**. Any proposal received after the stated time and date shall not be considered. It shall be the sole responsibility of the firm to have its proposal delivered to the Authority. Delay in delivery shall not be the responsibility of the Authority. Proposals received after the deadline shall not be considered.
2. Each firm shall examine all documents and shall determine all matters relating to the interpretation of such documents.
3. Font size shall not be less than 11-point font, and type must be Times New Roman. The proposal shall be indexed and all pages sequentially numbered. All pages and appendices must be combined into one PDF. The response shall be limited to fifteen (15) single sided, 8 ½" by 11" pages.
4. One (1) combined pdf of the proposal must be delivered per Section VIII., Schedule of Events and clearly labeled, "F-0125 Financial Advisory Services Submittal," and sent or delivered to:

Shannon Bush
Contracts and Procurement Manager
Procurement@tampa-xway.com

5. The person signing the response 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 of the proposal.
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. Joint proposals will not be accepted.
9. The successful firm 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.

III. QUALIFICATIONS:

All proposals to the RFQ shall include, but not be limited to, responses to the following requirements:

- A. Transmittal Letter, summarizing the key points in the RFQ 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):
 1. Legal name of the firm submitting the response.
 2. Name and title of the individual with responsibility for this proposal identified as the project manager.
 3. Federal taxpayer identification number
 4. Mailing address.
 5. Telephone and e-mail address of the firm's project manager.
 6. Brief narrative of the firm's qualifications to provide financial advisory services to the Authority.
 7. State whether the firm is an Independent Financial Advisor or if the firm also provides underwriting services.
- B. Firm's Experience and Capabilities

This section shall demonstrate the firm's experience in connection with taxable and tax-exempt financing, capital planning, governmental entities, credit rating agencies, and underwriters. Knowledge of federal, state and local laws relating to governmental finance will be considered. Provide a description of the capabilities, experience and expertise of the firm as a whole in the following aspects of financial management:

1. Development of financial plans.

2. Issuance of taxable and tax-exempt debt.
3. Provision of other financial planning and general financial advisory services, specifically relating to the governmental sector, which the firm is capable of providing, together with an explanation of how these services might best assist the Authority.
4. A brief description of how the firm's ability to provide prompt, sound and quality financial advisory services.
5. A list of the bond and/or note issues for which the firm has served as financial advisor for the past five (5) years for Authority's other than the Authority. Note if the firm acted as financial advisor or co-financial advisor. Complete the following table for each issue providing the information identified below:
 - Security Source
 - Issuance Date
 - Size
 - Purpose
 - Rating(s)
 - Lead person assigned and firm's role (Lead or Co-Financial Advisor)
 - Competitive or negotiated transaction, and
 - Structure: i.e.: Fixed, VRDB, Synthetic Fixed or variable, Credit Enhancement, etc.

Documents submitted in response to this item do not count towards the page limitation described below.

6. A summary of the innovative financing techniques that have been developed and/or implemented in connection with the firm's previous engagements. Include a brief description of project type, project size, financing concept considered (regardless of final method used), as well as brief comments concerning the applicability of the concept to the Authority's financing needs.
7. The experience of the firm in assisting governments, specifically in transportation or toll areas, in the development and implementation of comprehensive capital improvement programs.
8. A description of the proficiency of the firm in dealing with the nationally recognized credit rating agencies for the purpose of establishing and/or improving the credit rating of obligations issued by governmental entities for whom the firm has previously provided financial advisory services. Explain how, as financial advisor, the firm will assist the Authority in maintaining and/or improving its rating.

9. A list of at least three (3) references the Authority may contact in order to assist in the evaluation of your past performance as a financial advisor. Preferably the references will include transportation/toll agencies and Florida clients with significant capital programs for which the firm has served as financial advisor over the past three (3) years. For each reference listed the information provided shall consist of the following:
 - Name and mailing address of the governmental entity
 - Name and telephone number of the contact person within said governmental entity
10. A description of any disciplinary action, administrative proceedings or malpractice claim or other like proceeding against the firm or any of its advisors, whether current, pending or threatened, as well as any such action proceeding or claim occurring during the past five (5) years.
11. A description (including specific allegation, finding, determinations both preliminary and final, and settlements) of any financings for a Florida client of the firm the last five (5) years that has been subject to investigation, preliminary official inquire by the Internal Revenue Service, Securities and Exchange Commission, Municipal Securities Rulemaking Boards, or other official oversight agency.
12. Documentation confirming current listing in the most recent edition of The Bond Buyers Municipal Marketplace (i.e., the “Red Book”). Copies of the current certificates of registration with the Municipal Securities Rulemaking Board (MSRB) and the Securities and Exchange Commission (SEC) as required by the Dodd-Frank Wall Street Reform and Consumer Protection Act. These documents do not count towards the page limitation described below.
13. Any additional information which would be beneficial to the Authority in evaluating the firm’s qualifications to serve as financial advisor. Unnecessarily elaborate special brochures, artwork, expensive paper, and expensive visual and other presentation aids are neither required nor desired. It is recognized that existing documents or brochures, such as those that delineate the firm’s general capabilities and past experience, may not comply with the prescribed format. It is not the intent to have these documents reformatted and they will be acceptable in their existing form.

C. Qualifications of Key Personnel

Provide qualifications of, and clearly indicate, the key personnel assigned to perform the day-to-day financial advisory services requested. Also indicate who will be designated as the contact person for the firm’s response and who will be the advisor primarily responsible

for ensuring the proper performance of the services to be rendered. For each member of the professional staff proposed to be assigned to this engagement, at a minimum provide the following information:

1. A brief resume of the professional experience and qualifications of the individual.
2. Any applicable license(s) or other credentials held and the number of years held by each key professional.
3. An outline of the proposed function of the individual in the proposed engagement.
4. A description of the accessibility and availability of the individual during the course of the engagement.
5. The office location to which the individual is assigned.

D. Approach to Assignment

This section shall clearly demonstrate the firm's understanding of the work to be performed as detailed in the Scope of Services.

Describe how the firm would approach the engagement. Given the Authority's current debt profile, how would the firm advise the Authority? Also provide a description of past experience with the Authority or comparable issuers. Describe specific results achieved and how they were accomplished. Describe any difficulty or challenges with the engagement. Describe any disputes with the client and how they were resolved.

Indicate the office from which services will be rendered. If professional staff from outside the greater Tampa Bay area will be utilized, discuss how services will be coordinated and who will bear travel expenses.

E. Complete all required forms (EXHIBITS A – E).

IV. SELECTION PROCESS

The selection process for the proposals will consist of the following.

EVALUATION CRITERIA:

The proposal will be scored by the Evaluation Committee. The maximum points to be earned in the evaluation are one hundred (100) points per evaluator.

Scoring of responses will be as follows:

<u>Criteria</u>	<u>Points</u>
Firm Experience and Capabilities	30
Qualifications of Key Personnel	35
Approach to Assignment	35

TOTAL 100

FINAL SELECTION:

The firm with the highest scores, based on the Evaluation Committee’s evaluation, will be presented to the THEA’s Board of Directors for consideration and approval with a recommendation that the highest-ranked firm be selected on the date, time and at the location stated for the Board Approval of Final Ranking and Award of Contract referenced in the Schedule of Events. Firms are not required to attend; however, the meeting is open to the public. THEA’s Board of Directors have the right to correct any errors in the evaluation and selection process that may have been made. THEA is not obligated to award the contract and THEA’s Board of Directors may decide to reject all proposals in its sole and absolute discretion.

After approval of the final ranking of the firm and award of the contract by THEA’s Board of Directors, the results will be posted no later than the date at the locations stated for the “Posting of Notice of Board Approval of Final Ranking and Award of Contract” referenced in the Schedule of Events.

V. SCHEDULE OF EVENTS

DATE/TIME	DESCRIPTION	LOCATION
July 8, 2024 by 5 p.m. EST	Release of RFQ	THEA’s website and Demandstar
July 19, 2024 by 1 p.m. EST	Deadline for Questions	Email to Procurement@tampa-xway.com
July 25, 2024 by 5 p.m. EST	Deadline for THEA to respond to questions	THEA’s website and Demandstar
July 31, 2024 by 9 a.m. EST	RFQ Due Date	Email to Procurement@tampa-xway.com
August 8, 2024 by 12 p.m. EST	Evaluation committee submits ELOR package scores to THEA Procurement Office	Email to Procurement@tampa-xway.com
August 13, 2024 @ 1:15 p.m. EST	Evaluation Committee meets for Final Ranking	THEA Office 1101 E. Twiggs Street, Suite Tampa, FL 33602
August 14, 2024 by 5 p.m. EST	Post Notice of Intended Ranking	THEA’s website and Demandstar
August 26, 2024 @ 1:30 p.m.	Board Approval of Final Ranking & Award of Contract	THEA Office 1101 E. Twiggs Street, Suite Tampa, FL 33602
August 26, 2024 by 5 p.m. EST	Posting of Notice of Board Approval & Award of Contract	THEA’s website and Demandstar

VI. QUESTIONS ABOUT THIS REQUEST FOR QUALIFICATIONS (RFQ):

All requests for interpretation, clarification or questions about the procurement process or the services must be in writing, addressed to the Authority, Procurement Department at Procurement@tampa-xway.com.

To be considered, such requests must be received no later than the date and time stated for the Deadline for Respondent’s Submission of Questions to the Authority referenced in Section VIII, Schedule of Events.

VII. COMMUNICATIONS/CONE OF SILENCE:

Respondents or persons acting on their behalf may not contact members of the Evaluation Committee, other Authority staff, Authority officers or Authority Board Members, or the consultants representing the Authority with this solicitation and services once the advertisement of the solicitation has been published and until the Authority's Board of Directors has made a final decision regarding the award of the contract.

Any communications regarding this solicitation must be sent in writing to the Authority, Attention: Procurement Department at procurement@tampa-xway.com.

Violation of this provision shall cause the firm's proposal to be rejected and disqualified from further consideration.

VIII. THEA will not make any oral response to requests for interpretation, clarification or questions about the procurement process or the services but will do so in writing. Any questions regarding this advertisement must be sent in writing to the Authority, Attention Procurement Department at procurement@tampa-xway.com.

IX. TERMS AND CONDITIONS

The Authority reserves the right to reject all proposals, any proposal not conforming to this Request for Qualifications, and to waive any irregularity or informality with respect to any proposal, in its sole and absolute discretion. 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 firm selected will not discriminate under the contract against any person in accordance with federal, state, and local governments' regulations. The Authority requires the firm 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 firm make an affirmative statement to the effect that they have not contacted, or attempted to contact, any member of the Board, or Authority staff, except as expressly permitted in the RFQ.

X. DRUG-FREE WORKPLACE

Failure of the firm 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. A copy of the required Exhibit B - DRUG-FREE WORKPLACE FORM is attached.

XI. PUBLIC RECORDS LAW

The Consultant and sub-consultants shall comply with the provisions of Chapter 119, Florida Statutes, and shall permit public access to all documents, papers, letters, or other material subject

to the provisions of Chapter 119, Florida Statutes, made or received in conjunction with this Agreement.

Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Consultant on behalf of the Authority, Consultant shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes (“Public Records”), required by the Authority to perform the work contemplated by this Agreement; (b) upon request from the Authority’s custodian of public records, provide the Authority with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Consultant does not transfer the records to the Authority in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the Authority, in its sole and absolute discretion, requests that all Public Records in possession of Consultant be transferred to the Authority, Consultant shall transfer, at no cost, to the Authority, all Public Records in possession of Consultant within thirty (30) days of such request or (ii) if no such request is made by the Authority, Consultant shall keep and maintain the Public Records required by the Authority to perform the work contemplated by this Agreement. If Consultant transfers all Public Records to the Authority pursuant to (d)(i) above, Consultant shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the Authority and provide the Authority with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Consultant keeps and maintains Public Records pursuant to (d)(ii) above, Consultant shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Authority, upon request from the Authority’s custodian of public records, in a format that is compatible with the information technology of the Authority. If Consultant does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the Authority may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Consultant is acting on behalf of the Authority.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**GENERAL COUNSEL
1104 E. TWIGGS STREET, SUITE 300
TAMPA, FL 33602
TELEPHONE: 813-272-6740**

XII. PUBLIC ENTITY CRIME INFORMATION STATEMENT

The Consultant represents that it is not currently on the convicted vendor list as provided in its Proposal under "Public Entity Crime Information Statement." The Consultant also represents that, to the best of its knowledge as of execution of this Agreement, its sub-consultants are not currently on the convicted vendor list, and that it shall notify the Authority immediately if, during this Agreement, it or its sub-consultant(s) is placed on said list. A person or affiliate who has been placed on the said list following a conviction for a public entity crime may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Any such person, affiliate, or corporation wishing to propose on this advertisement must include a current sworn statement pursuant to Section 287.133 (1) Florida Statutes, on public entity crimes. A copy of the required Exhibit A - PUBLIC ENTITY CRIMES is attached.

THEA may make inquiries regarding alleged convictions or public entity crimes. The failure of the respondent to promptly supply information in connection with an inquiry or the failure to comply with the requirement contained within this section will cause the rejection of any submitted bid, offer, response, or proposal, at the sole discretion of the THEA.

XIII. INSURANCE REQUIREMENTS

For the term of these services and agreement, during contract award the respondent shall procure and maintain insurances of the types and limits specified in Exhibit F, INSURANCE REQUIREMENTS, COVERAGES AND LIMITS is attached.

XIV. CONFLICT OF INTEREST

The firm shall state if it represents the Authority that may present conflicts or potential conflicts with representation of THEA. The firm shall provide a list of any potential conflicts by description. The firm need not identify a particular client. If conflicts are listed, the respondent shall address how these conflicts will be resolved. A copy of the required Exhibit D - CONFLICTS OF INTEREST STATEMENT is attached.

XV. SCRUTINIZED COMPANIES

By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Consultant certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Authority may terminate this Agreement immediately for cause if: (1) Consultant is found to have submitted a false certification regarding (a) – (e) above in

accordance with section 287.135(5), Florida Statutes, (2) Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) Consultant is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the Authority at law or in equity. The terms “Boycott of Israel” and “Business operations” used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

XVI. E-VERIFY SYSTEM

Consultant shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Agreement. Consultant shall register with and use the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees of Consultant. Consultant may not enter into a contract with a subcontractor to perform work under this Agreement unless and until the subcontractor registers with and uses the E-Verify system. If Consultant enters into a contract with a subcontractor to perform work under this Agreement, Consultant must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant must maintain copies of all such affidavits for the duration of this Agreement. Authority may terminate this Agreement for cause if Authority determines that Consultant or Consultant’s subcontractor has not complied with any applicable provision of sections 448.09 or 448.095, Florida Statutes, as may be amended. Authority will terminate this Agreement for cause if Authority has a good faith belief that Consultant has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the Authority has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but Authority determines that Consultant otherwise complied with section 448.09(1), Florida Statutes, as may be amended, Authority will notify Consultant as such, and Consultant must immediately terminate Consultant’s contract with said subcontractor. If this Agreement is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this Agreement and may not be considered as such; (b) Consultant may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated; and (c) Consultant is liable for any additional costs incurred by the Authority as a result of the termination of the Agreement.

The Consultant shall provide proof of registration in the E-Verify system to the Authority upon execution of this Agreement. Documentation evidencing the Consultant’s registration in the E-Verify system shall be incorporated herein and made a part of the Agreement.

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 vendor, 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

DECLARATION OF RESPONDENT

1. Name of Firm: _____
(CORPORATION, BUSINESS OR INDIVIDUAL)
2. Name of contact person: _____
3. Our local (to Tampa, Florida) business and mailing address is: _____

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

The below named Respondent affirms and declares:

- (1) That the respondent has contractual capacity and that no other person, respondent, or corporation has any interest in this response.
- (2) That this response is made without any understanding, agreement, or connection with any other person, respondent or corporation making a response for the same purpose, and is in all respects fair and without collusion or fraud.
- (3) That the respondent is not in arrears to the Tampa-Hillsborough County Expressway Authority (THEA) upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to THEA.
- (4) That the respondent is not in litigation or been disbarred from doing business with THEA.
- (5) That no officer or employee or person whose salary is payable in whole or in part from THEA Treasury is, shall be, or become interested, directly or indirectly, as surety or otherwise in this response; in the performance of the contract; for the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the

profits thereof.

- (6) That by submitting a proposal, the respondent agrees and acknowledges that it will provide the full complement of staff required to perform the scope of work, including the specific individuals named in the its proposal and the specific key personnel named in its proposal shall remain assigned for the duration of the Scope of Services, unless otherwise agreed to in writing by the THEA.
- (7) By submitting this response, respondent accepts and acknowledges that respondent can comply with all terms and conditions set forth in the solicitation including, without limitation, the insurance and the indemnification provisions.
- (8) The person signing hereby warrants that they are duly authorized to sign and bind on behalf of the Respondent.

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

ATTEST:

Firm:

(Witness Signature)

Firm Name

(Printed Name of Witness)

By: _____
(AUTHORIZED SIGNATURE)

(Witness Signature)

(Printed Name of Signer)

(Printed Name of Witness)

(Title of Signer)

(Date Signed)

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

STATE OF _____

COUNTY OF _____

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

My Commission Expires:
[Apply Notary Seal Here]

Signature of Notary Public

EXHIBIT D

CONFLICTS OF INTEREST STATEMENT

Check one of the boxes below:

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

OR

The undersigned respondent, 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 Service.

RESPONDENT:

By: _____
(AUTHORIZED SIGNATURE)

(Printed Name of Signer)

Title of Signer)

(Date Signed)

ATTACHMENT E
CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

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

By executing this form and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Consultant certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Authority may terminate this Agreement immediately for cause if: (1) Consultant is found to have submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) Consultant is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the Authority at law or in equity. The terms “Boycott of Israel” and “Business operations” used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

Firm: _____

Firm 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 “Firm”.

I hereby certify and affirm that the company listed above as the “Firm” certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. 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.

Firm:

By: _____
(Authorized Signature)

(Printed Name of Signer)

(Title of Signer)

(Date Signed)

EXHIBIT F

INSURANCE REQUIREMENTS, COVERAGES and LIMITS

for

Tampa-Hillsborough County Expressway Authority

Contractors, Consultants and Vendors, hereinafter referred to collectively and individually as “Insured” conducting business with the Tampa-Hillsborough County Expressway, “THEA” are required to maintain adequate insurance coverages and provide insurance certification to 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 THEA, its officials, officers and employees are additional named insured as to the operations of the INSURED under this agreement.
- 3) INSURED’S liability policies, other than the Workers' Compensation and Professional Liability, shall provide the "Severability of Interest" provision (a/k/a "Separation of Insured" provision).
- 4) The INSURED’S Certificate of Insurance(s) shall provide THEA as an additional certificate holder for all policies issued.
- 5) The INSURED’S Certificate of Insurance(s) shall state the description of the operations, i.e., “Name of Agreement” between THEA and “Name of Insured” and shall state the Contract Number assigned for the agreement between THEA and the INSURED.
- 6) The INSURED shall deliver to THEA, within ten (10) days from the receipt of a Notice of Award of this agreement, properly executed Certificate(s) of Insurance on insurance industry standard certificate of insurance form(s) (example: ACORD form) setting forth the insurance coverages and limits required herein. All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 7) Except as otherwise specified in the agreement, the insurance will commence on or prior to the effective date of the agreement and will be maintained in force throughout the duration of the agreement. Three years completed operations coverages may be required to be maintained on specific commercial general liability policies and/or professional liability policies effective on the date of substantial completion or the termination of the agreement, whichever is earlier.
- 8) Aggregate Policy Limits on policies required of INSURED shall apply exclusively for this agreement.
- 9) INSURED authorizes 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) day notice prior to any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverages required in this agreement, except for the application of the Aggregate Limits Provisions.

The endorsement will specify that such notice will be sent to:

Tampa-Hillsborough Expressway Authority, (THEA)
Contracts & Procurement Manager
1104 East Twiggs St, Suite 300
Tampa, FL 33602

- 13) 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, THEA may terminate or suspend this AGREEMENT, or, at THEA's sole discretion, may obtain such coverages and invoice the INSURED and include a 15% administrative cost. If not paid within 45 days, the amount will be deducted from INSURED'S invoice. The decision of 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 the 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 coverages is obtained with retroactive coverages applicable as of the date the INSURED services started under this agreement.

- 20) All insurance minimum coverages limits extend to any Subcontractor and the Prime INSURED is responsible for all Subcontractors.

B. INSURANCE COVERAGES and LIMITS:

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

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

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

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

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

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

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

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

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

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

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

Bodily Injury & Property Damage Combined

Each Occurrence	\$2,000,000
Aggregate (specific to this agreement)	\$2,000,000
Aggregate (not specific to this agreement)	\$1,000,000

5) **Professional Liability Insurance, also known as “Errors and Omissions”.**

The minimum limits of Professional Liability Insurance covering all work of the INSURED without any exclusions unless approved in writing by THEA are:

Each Claim	\$1,000,000
Aggregate	\$1,000,000

Any deductible applicable to any claim shall be the responsibility of the INSURED and shall not be greater than \$100,000 unless approved by THEA in writing. This coverages shall be maintained by the INSURED for a period of not less than three (3) years from the date the INSURED has completed and THEA has accepted the services under this agreement.

6) **Fiduciary Liability Insurance** - The minimum limits of Fiduciary Liability Insurance covering all work of the INSURED without any exclusions unless approved in writing by THEA are:

Each Claim	\$5,000,000
Aggregate	\$5,000,000

Any deductible applicable to any claim shall be the responsibility of the INSURED and shall not be greater than \$100,000 unless approved by THEA in writing. These coverages shall be maintained by the INSURED for a period of not less than three (3) years from the date the INSURED has completed and THEA has accepted the services under this agreement.

7) **Environmental Impairment (Pollution) Liability, (if required)** – Environmental Impairment (Pollution) Liability insurance is required only if specifically stated in the LOR Instructions and Submittal Documents package at Section A, Paragraph 2.17.

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

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