



REQUEST FOR QUALIFICATIONS (RFQ) L-1825
FOR
BOND COUNSEL SERVICES

RFQ Issue Date: 10/14/24

RFQ Response Due Date: 11/13/24

RESPONSIBLE DEPARTMENT

Amy Lettelleir
General Counsel

PROCUREMENT DEPARTMENT

Shannon Bush
Contracts and Procurement Manager
1104 East Twiggs Street, Suite 300
Tampa, Florida 33602
Telephone Number: (813) 272-2307
Email: Shannon.Bush@tampa-xway.com

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
I. INTRODUCTION	3
II. SCOPE OF SERVICES	3
III. INSTRUCTIONS TO FIRMS	5
IV. QUALIFICATIONS	6
V. SELECTION PROCESS	8
VI. TIMETABLE	9
VII. SELECTION AWARD	10
VIII. TERMS AND CONDITIONS	10
IX. STATEMENT ON PUBLIC ENTITY CRIMES	10
X. DRUG-FREE WORKPLACE	10

EXHIBIT A – Statement on Public Entity Crimes

EXHIBIT B – Drug-Free Workplace Form

EXHIBIT C – The Authority’s Debt Management Policy

EXHIBIT D – Conflict of Interest Form

EXHIBIT E – Insurance Requirements, Coverage and Limits

EXHIBIT F – Certificate Regarding Scrutinized Companies List

I. INTRODUCTION

The Tampa-Hillsborough County Expressway Authority (the “Authority”) is soliciting Request for Qualifications (RFQ) from firms qualified and interested in providing bond counsel services on all legal matters in connection with financing, refinancing, refunding and other services related to the ongoing management of the Authority’s debt.

II. SCOPE OF SERVICES

The function of bond counsel shall include, but shall not necessarily be limited to, the following:

- A. Legal services relating to the planning and development of any proposed bond issues and project financings and the tax implications of the use of the proceeds of such bonds, including the tax implications of the use of the projects being financed by the issuance of such bonds;
- B. Attendance and participation in meetings for the development or sale of the bonds and any other financings, or the dissemination of information in connection therewith, if determined by the Authority to be necessary;
- C. Drafting or reviewing necessary documents and, if determined by the Authority to be necessary, handling or participating in legal or administrative proceedings in connection with the authorization, sale, issuance and delivery of the bonds to ensure compliance with appropriate federal and state law.
- D. Furnishing the approving legal opinion, acceptable to the Authority and the purchasers of the bonds, setting forth a description of the bonds and an opinion as to the validity of the bonds, the lien on the revenues pledged to the bonds, the exclusion of interest on the bonds for federal income tax purposes, the exemption of the bonds from taxes of the State of Florida, and other matters customarily covered by such approving legal opinion;
- E. Furnishing a supplemental bond counsel opinion regarding the fairness and accuracy of certain information in the Preliminary Official Statement and Official Statement regarding the description of the bonds, the security for the bonds and the tax exemption of the bonds and interest thereon.
- F. Reviewing the advice to the Authority as to the legal feasibility of any financing program proposed by the Authority's Financial Advisor and advising as to compliance with applicable law and pending or proposed revision in the law, including U.S. Treasury regulations.
- G. Reviewing any conduit bond issues for compliance with all applicable securities and tax law and regulations.

- H. Advising as to procedures, required approvals and filings, schedule of events for timely issuance, potential cost-saving techniques and other legal matters relative to the issuance of bonds, whether the financing is undertaken by competitive bid or negotiated sale.
- I. Attending conferences of the Authority officials, staff members, the Authority's Financial Advisor, and if a negotiated sale is undertaken, representatives of the selected underwriters, when so requested.
- J. Attending any meetings of the Authority Board and its committees, when so requested.
- K. Preparing all legal documentation necessary to authorize the issuance of the bonds and any financing undertaken by the Authority.
- L. Preparing any bond resolutions; escrow deposit agreement; trustee, registrar or paying agent agreement; and any other agreements or similar documents necessary, related or incidental to the financing.
- M. Other related legal services as may be requested from time to time.

End of Scope of Services

III. INSTRUCTIONS TO FIRMS

1. THEA must receive all submittals at the location, date, and time identified in Section VI., Timetable. Any submittal received after the stated time and date shall not be considered. It shall be the sole responsibility of the firm to have its package delivered to THEA however, facsimile or telegraphic submittals will not be accepted. Delay in delivery shall not be the responsibility of THEA. Submittals received after the deadline shall not be considered and may be returned only at the firm's expense.
2. Each firm shall examine all documents and shall determine all matters relating to the interpretation of such documents.
3. Type size shall not be less than 10 point font. The response shall be indexed and all pages sequentially numbered. All pages and appendices must be firmly bound or stapled. The response shall be limited to fifteen (15) single sided, 8 ½" by 11" pages, exclusive of the following:
 - Transmittal Letter
 - Front and back cover and divider sections
 - Required forms to be completed
 - Key staff resumes
 - References
4. One proposal package is to 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, "Proposal Package L-1825 Bond Counsel Services" sent to:

Procurement Office
Procurement@tampa-xway.com
5. The response shall clearly indicate the legal name, Federal taxpayer identification number, address, and telephone number of the firm. The person signing the response on behalf of the firm shall have the authority to bind the firm to the submitted response.
6. The Authority shall not be liable for any expenses incurred in the preparation of the response.
7. The Authority reserves the right to accept or reject any or all responses, 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 responses 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.

10. CONE OF SILENCE

Firms, their agents, or associates shall refrain from contacting or soliciting any THEA staff, the consultants representing THEA regarding this RFQ or members of the Board of Directors directly or indirectly regarding this RFQ and this solicitation once the RFQ 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.

11. Questions about this RFQ for interpretation, clarification or about the project must be in writing addressed to THEA Procurement Department at Procurement@tampaxway.com. To be considered, such requests must be received no later than the date and time stated for the deadline for respondent's submission of questions to THEA referenced in Section VI., Timetable. Questions received after the date will not be considered.

IV. QUALIFICATIONS:

This response 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. Name of the firm submitting the response.
 2. Name, title and contact information of the individual with responsibility for this response and to whom matters regarding the response should be directed.
 3. Mailing address.
 4. Telephone and e-mail address of the firm's primary contact.
 5. Brief narrative of the firm's qualifications to provide bond counsel services to the Authority.
- B. Firm's Experience and Capabilities

This section shall demonstrate the firm's experience in connection with bond counsel services. Knowledge of federal, state and local laws relating to bond counsel services will be considered.

Provide a description of the capabilities, experience and expertise of the firm as a whole in the following aspects of bond counsel services:

1. A brief description of the firm's ability to provide prompt, sound and quality bond counsel services.
2. The experience of the firm in assisting governments, specifically in transportation or toll areas, in the development and implementation of comprehensive bond counsel services.
3. A list of at least three (3) references the Authority may contact in order to assist in the evaluation of your past performance of bond counsel services. Preferably the references will include transportation/toll agencies and Florida clients with significant capital programs for which the firm has served as bond counsel 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
4. Any additional information which would be beneficial to the Authority in evaluating the firm's qualifications to serve as bond counsel. 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 bond counsel services. Also indicate who will be designated as the contact person for the firm's response and who will be the staff person 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 bond 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 – F).

V. SELECTION PROCESS

The selection process for this RFQ will consist of the following.

EVALUATION CRITERIA:

The response packages 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	<u>35</u>
TOTAL	100

FINAL SELECTION:

The firm with the highest scores, based on the Evaluation Committee’s evaluation, will be presented to the Authority’s Board of Directors for consideration and approval. Firms are not required to attend; however, the meeting is open to the public. The Authority’s Board of Directors has the right to correct any errors in the evaluation and selection process that may have been made. The Authority is not obligated to award the contract and the Authority’s Board of Directors may decide to reject all responses.

After approval of the final ranking of the firm(s) and award of the contract by the Authority’s Board of Directors, the results will be posted on the Authority’s website and the DemandStar system per the dates in section “VI. TIMEABLE.”

VI. TIMETABLE

DATE/TIME	DESCRIPTION	LOCATION
October 14, 2024 by 5 p.m. EST	Release of RFQ	THEA’s website and Demandstar
October 28, 2024 by 5 p.m. EST	Deadline for Questions	Email to Procurement@tampaxway.com
November 1, 2024 by 5 p.m. EST	Deadline for THEA to respond to questions	THEA’s website and Demandstar
November 13, 2024 by 9 a.m. EST	RFQ Due Date	Email to Procurement@tampaxway.com
December 2, 2024 by 12 p.m. EST	Evaluation committee submits ELOR package scores to THEA Procurement Office	Email to Procurement@tampaxway.com
December 3, 2024 @ 1:15 p.m. EST	Evaluation Committee meets for Final Ranking	THEA Office 1101 E. Twiggs Street, Suite Tampa, FL 33602
December 4, 2024 by 5 p.m. EST	Post Notice of Intended Ranking	THEA’s website and Demandstar
December 16, 2024 @ 1:30 p.m.	Board Approval of Final Ranking & Award of Contract	THEA Office 1101 E. Twiggs Street, Suite Tampa, FL 33602

December 17, 2024 by 5 p.m. EST	Posting of Notice of Board Approval & Award of Contract	THEA's website and Demandstar
------------------------------------	--	-------------------------------

VII. SELECTION AWARD

After the Authority has evaluated the written responses they may or may not require presentations of the top ranked firms. After the evaluation is completed, the Authority's selection committee will make a recommendation to the Board of Directors.

VIII. TERMS AND CONDITIONS

The Authority reserves the right to reject all responses, any response not conforming to this Request for Qualifications, and to waive any irregularity or informality with respect to any response. 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 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.

IX. STATEMENT ON PUBLIC ENTITY CRIMES

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

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 response. (See Exhibit B)

EXHIBIT A

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 A

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 B

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 C

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

300.06 Debt Management Policy

300.06.01 Scope

The debt management policy establishes guidelines and a framework for the issuance and management of the Authority's debt. The debt policy is beneficial in enhancing the quality of decisions, rationalizing the decision-making process, identifying objectives for staff to implement, demonstrating a commitment to long-term financial planning objectives, and will be reviewed positively by the bond rating agencies.

300.06.02 Capital Budgeting and Debt Issuance

The Authority retains the services of a traffic engineer and general engineering consultant to obtain independent advice on the management of the Authority, including assistance on the development of a Capital Improvement Projects work program. The capital improvement program will be incorporated in the Authority's finance plan.

Long term debt will be used to finance essential capital projects and equipment where it is cost effective and prudent. Long term debt, which includes lease financings, will not be used to fund Authority operations. The useful life of the asset or project shall exceed the payout schedule of the debt issuance.

300.06.03 Debt Service Coverage Targets and Limits

Section 348.54(7), Florida Statutes provides the Authority with the power to issue revenue debt for the purpose of financing all or part of the improvement or extension of the expressway system, and appurtenant facilities, including all approaches, streets, roads, bridges, and avenues of access for the expressway system, and for certain other purposes authorized by Section 348.57, Florida Statutes. Subject to the terms and conditions of applicable revenue bond resolutions and covenants, such financing may be in whole or in part by revenue debt currently issued or issued in the future, or by a combination of such debt. The Authority has covenanted in its Master Bond Resolution to fix, establish and collect tolls for the expressway system in the amounts needed for the payment of operations, maintenance, administrative expenses as well as all other payments required by the Master Resolution, including debt service.

For planning purposes, the Authority has established an internal planning policy that pledged funds will be sufficient to pay after the payment of the cost of the Authority's operations, maintenance and administration expenses, (a) 150% of the annual debt service requirement of all the Authority's bonds, and (b) 120% of an amount equal to the sum of all other subordinate obligations.

300.06.04 Debt Structure

Debt will be structured to achieve a balance between the lowest possible net cost to the Authority, maintaining desired rating levels and preserving credit capacity for future uses. The Authority will seek to structure the debt to match project revenue with debt service particularly in the early year's of the project's operation.

Capitalized interest (using borrowed funds to pay interest on the debt obligation of a revenue-producing project) will be considered when appropriate.

300.06.05 Debt Refunding

The Authority staff and the financial advisor shall monitor the municipal bond market for opportunities to obtain interest savings by refunding outstanding debt. As a general rule, the minimum present value savings of a particular refunding should be between 3% to 5% of the refunded maturities.

300.06.06 Financial Advisor and Bond Counsel

The Authority will retain an external financial advisor. The utilization of the financial advisor for a particular bond sale or for the provision of other financial advice will be defined in the financial advisory service contract. To ensure independence, the financial advisor will not bid on nor underwrite any Authority debt issues.

The Authority will retain an external bond counsel for all debt issues. The bond counsel will issue an opinion as to the legality and tax-exempt status of any obligations. The Authority General Counsel shall make recommendations to the Authority regarding the selection of bond counsel. The solicitation and selection process for such services shall be accomplished according to the Authority's procurement policies and procedures.

Compensation for bond counsel, financial advisors, and other financial services will be determined through a competitive process, given desired qualification levels, and consistent with industry standards.

300.06.07 Credit Ratings

The Authority seeks to maintain the highest possible bond credit ratings while fulfilling its mission. The Authority typically requests ratings from at least two of the three major rating agencies: Standard & Poor's Rating Services, Moody's Investors Service, and Fitch Rating. With assistance of the Financial Advisor, the Executive Director or designee is responsible for maintaining relationships with the rating agencies that assign ratings to the Authority's debt obligations. This effort includes providing periodic updates on the Authority's general financial condition along with coordinating meetings and presentations in conjunction with a new debt issuance.

The Authority shall consider the use of credit enhancements such as bond insurance, only when it provides a significant economic savings or other desired benefit.

300.06.08 Financial Disclosure

The Authority is committed to providing continuing disclosure of financial and pertinent credit information relevant to the Authority's outstanding securities and will abide by applicable provisions of Securities and Exchange Commission (SEC) Rule 15c2-12 concerning primary and secondary market disclosure and any continuing disclosure agreement entered into by the Authority in connection with the issuance of debt.

EXHIBIT D

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 E

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 F

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)