



**REQUEST FOR PROPOSALS
FOR
FINANCIAL AUDIT SERVICES**

THEA PROJECT No.: F-0923

RFP Issue Date: May 3, 2023

RFP Response Due Date: June 5, 2023, by 9:30 AM

RESPONSIBLE DEPARTMENT

Lisa Pessina
Controller and Assistant Finance Director

PROCUREMENT DEPARTMENT

Shannon Bush
Contracts and Procurement Manager
1104 East Twiggs Street, Suite 300
Tampa, Florida 33602
Telephone Number: (813) 272-6740
Email: Procurement@tampa-xway.com

Exhibits/Attachments/References-

- A. Florida Statutes, Section 218.391
- B. State of Florida Auditor General- Auditor Selection and Auditor Selection Committee Guidance
- C. Public Entity Crime
- D. Drug-Free Workplace
- E. Conflict of Interest Form
- F. Insurance Requirements, Coverages and Limits

I. INTRODUCTION

The Tampa-Hillsborough County Expressway Authority (THEA or Authority) is soliciting this Request for Proposals (RFP) for firms of certified public accountants interested in providing financial audit consultant services for a term of three years beginning with the fiscal year ending June 30, 2023. Interested firms must be qualified to conduct audits in accordance with government auditing standards adopted by the Florida Board of Accountancy and the American Institute of Certified Public Accountants. This RFP is issued as required by Florida Statutes, Section 218.391. The Authority will follow the selection procedure therein and Respondents shall follow the auditor response requirements therein attached here to as Exhibit "A" and incorporated herein.

II. SCOPE OF SERVICES

Services to be provided by the selected firms shall include, but are not limited to, the following:

The firm shall conduct a financial audit of the Authority's financial statements in order to express an opinion on the fairness with which they present the financial position, results of operations, and changes in financial position in conformity with generally accepted accounting principles. Such audit shall include an examination to determine whether the Authority's operations are conducted properly in accordance with legal and regulatory requirements. The financial statements of the Authority shall be audited in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants and will include tests of accounting data and procedures deemed necessary under the circumstances. The audit will include tests of the accounting records and such other auditing procedures, as the firm considers necessary in the circumstances, for the purpose of rendering an opinion on the Authority's financial statements.

The auditing procedures involved are not specifically designed and cannot be relied on to disclose defalcations or other similar irregularities. However, upon discovery of any such irregularities, the firm shall notify the Executive Director and the Authority's Board.

The firm shall promptly bring to the attention of the Authority's Board any unusual conditions, which may, in the firm's opinion, require auditing or accounting services to exceed those contemplated in this Scope of Services. The firm shall not proceed with performance of the additional services required by such unusual conditions unless specifically authorized to do so by the Authority through a Supplemental Agreement.

The audit work shall be performed at the Authority's office at 1104 East Twiggs Street, Suite 300, Tampa, Florida 33602.

The Authority's fiscal year begins on July 1 and ends on June 30. Audits must be completed and the annual financial statements approved by the Authority Board of Directors within six (6) months after the end of the fiscal year. The accounting software program used by the Authority is Microsoft Dynamics GP2018. The firm shall also be expected to provide required reports on the financial statements, internal control systems, operational compliance, and assistance in the preparation of the Annual Certified Financial Report (ACFR) and Government Finance Officers Association (GFAO) requirements of the Authority and other financial audit and accounting services as requested. The firm shall attend public meetings and make presentations, if required.

The firm shall perform the services in accordance with the requirements of generally accepted accounting principles and the standards for financial audits contained in Government Auditing Standard, issued by the Comptroller of the United States and in accordance with standards and the

Rules of the State of Florida Auditor General as to form and conduct of local governmental unit audits, and any other known applicable statutory or other guidelines required for proper reporting and recordkeeping. For guidance, the State of Florida Auditor General- Auditor Selection and Auditor Selection Committee Guidance (the “Guidance”) is attached hereto as Exhibit “B”.

The firm shall provide technical and professional personnel to perform the duties and responsibilities assigned under the terms of this RFP. The firm's staff/resources shall be sufficient to meet time deadlines set by THEA for a particular assignment. The firm shall engage professionals and technicians who are licensed, certified and qualified to perform the work.

Deliverables

The firm shall discuss the audit with the Authority’s Executive Director or designee and present a list of any adverse findings by the firm which may be included in the audit report. Within 30 days after the receipt of the list of findings, the Authority’s Executive Director or designee shall be given an opportunity to present to the firm a written statement of explanation or rebuttal concerning the findings, including therein corrective action to be taken to preclude a recurrence of all adverse findings. The firm shall thereafter, based on a review of the adequacy of internal accounting controls and other audit investigations, prepare a final management letter for consideration by the Authority's Board.

The selected financial audit consultant firm will be expected to bring a broad range of experience and knowledge in governmental auditing and accounting. The firm must demonstrate that it has the necessary experience, expertise, and reliability in public auditing and accounting. Certified Public Accountant firms, licensed pursuant to Chapter 473 Florida Statutes are invited to submit proposals. The selected firm shall meet all requirements of the Florida Statutes Section 278.319.

THEA shall request the services from the firm on an as-needed basis. There is no guarantee that any or all of the services described herein will be assigned during the term of the agreement. Further, the firm is providing the services on a non- exclusive basis, whereby THEA may elect to have any of the services performed by other firms or THEA staff.

THEA also reserves the right to terminate the contract at its convenience with proper notice.

III. INSTRUCTIONS TO FIRMS

1. The Authority must receive all submittals per Section VI. Schedule of Events. Any submittal received after the stated time and date shall not be considered. It shall be the sole responsibility of the firm to have its package delivered to the Authority. Delay in delivery shall not be the responsibility of the Authority. Submittals received after the deadline shall not be considered, and may be returned only at the firm’s expense.
2. Each firm shall examine all documents and shall determine all matters relating to the interpretation of such documents.
3. Font size must be 10-point font and type must be Times New Roman. The submittal shall be indexed and all pages sequentially numbered. All pages and appendices must be combined into

one PDF. The submittal shall be limited to twenty (20), 8 ½” by 11” pages, exclusive of the following:

- 2-page letter of response
- Front and back cover and divider sections
- Key Staff Resumes
- Appendices

4. One (1) pdf of the submittal must be delivered per Section VI., Schedule of Events and clearly labeled, "F-0923 Financial Audit Submittal," and sent or delivered to:

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

5. The submittal shall clearly indicate the legal name, Federal taxpayer identification number, address, and telephone number of the Firm. The person signing the submittal 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 submittal.
7. The Authority reserves the right to accept or reject any or all submittals, 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 as required by F.S. Section 218.391, indemnifying and holding harmless the Authority, its officials, officers, employees, and agents from all claims.

IV. QUESTIONS ABOUT THIS REQUEST FOR PROPOSAL (RFP) OR THE PROJECT:

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

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

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

V. COMMUNICATIONS/CONE OF SILENCE:

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

Any communications regarding this advertisement must be sent in writing to THEA, Attention Procurement Department at procurement@tampa-xway.com.

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

VI. QUALIFICATIONS:

This RFP shall include, but not be limited to, responses to the following requirements:

1. Letter of response, summarizing the key points in the RFP which is signed by an officer of the firm who is responsible for committing the firm's resources. The letter should include the following:
 - a. Name of the firm submitting the proposal
 - b. Name and title of the individual with responsibility for this response and to whom matters regarding the RFP should be directed
 - c. Mailing address
 - d. Telephone, fax number and e-mail address of the firm's primary contact
 - e. Brief narrative of the firm's qualifications to provide financial audit services to the Authority and that the firm meets the appropriate criteria for independence.
2. General information about the firm, including a brief history of the firm, and the number and location of financial professionals.
3. Provide the names and roles of the finance professionals you would expect to assist the Authority in this financial audit services and indicate who will be the primary day-to-day contact for the engagement and their experience and availability. Resumes for your team members can be included as an appendix.
4. Provide the firm's number of finance staff in the Tampa Bay region and the number of finance staff in Florida.
5. Any additional information you feel will be helpful to the Authority in evaluating your qualifications to serve as financial auditor.
6. A description of any litigation or regulatory action filed against the firm since January 1, 2012 and the resolution thereof. Identify fully the extent to which your firm or individual partners or employees are the subject of any ongoing municipal securities investigation, litigation,

arbitration or subject to a subpoena in connection with such investigation, litigation, or arbitration.

7. A detailed description of the proposer’s anticipated audit approach.
8. Complete all required forms (EXHIBITS C –G) as applicable.
9. Provide three (3) references, with contact information, of similar work in the past five (5) years.

VII. SELECTION PROCESS

The selection process for this RFP will follow the State of Florida Auditor General Auditor Selection and Auditor Selection Committee Guidance as set forth in in the attached Exhibit “A”.

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.

The following evaluation criteria will be used to determine the best qualified firms:

	EVALUATION CRITERIA	Maximum Point Value
1.	<u>Qualifications and Experience of the Firm (Firm/Team):</u> Evaluation based on firm’s qualifications of firm, history, size, experience, references, resources available, locations of firm resources, etc.	20
2.	<u>Qualifications and Experience of Key Personnel:</u> Evaluation (credentials/expertise/experience) of Project Manager and other key individuals who are specifically licensed and/or certified to perform and/or oversee the work detailed in the Scope of Services and staff who will be directly assigned to perform the services.	20
3.	<u>Qualifications and Years of Experience in Governmental Auditing:</u> Evaluation of Firm’s qualifications and years of experience in Governmental Auditing. Evaluation of Firm’s qualifications and years of experience with State of Florida and other expressway authorities and toll agencies.	25
4.	<u>Performance Record:</u> Consideration of performance record and references Consideration of performance demonstrating ability to meet and adhere to project schedules and budgets. Evaluation of possible conflicts of interest, as well as, litigation resulting from any claim(s) of negligence (errors and/or omissions).	20

5.	Approach to Services: Evaluation of firm’s approach to the work to performed, projected workload of the audit team, controls for maintaining quality services and approach for maintaining staff consistency.	15
	TOTAL:	100

FINAL SELECTION:

The firm with the highest scores, based on the Evaluation Committee’s evaluation, will be presented to THEA’s Board 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 Section A, Paragraph 1.4, Schedule of Events. Firms are not required to attend; however, the meeting is open to the public. THEA’s Board has 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 may decide to reject all proposals.

After approval of the final ranking of the selected firm and award of the contract by THEA’s Board, the results will be posted no later than the date, time and at the locations stated for the **Posting of Final Ranking** referenced in Section VII, Schedule of Events.

VIII. SCHEDULE OF EVENTS

DATE	DESCRIPTION	LOCATION
May 3, 2023, by 5:00 PM	Advertisement Published	THEA Website & Demandstar
May 17, 2023, by 9:00 AM	Deadline for Respondent’s submission of questions to THEA	Email to Procurement@tampaxway.com
May 24, 2023, by 5:00 PM	Deadline for THEA to respond to Respondent’s questions	THEA Website & Demandstar
June 5, 2023, by 9:30 AM	Deadline for Submitting Letter of Response Packages	Email to Procurement@tampaxway.com
June 9, 2023, by 9:30 AM	Evaluation Committee submits scoring of Letter of Response Packages to THEA Procurement Office	Email to Procurement@tampaxway.com
June 14, 2023, @ 9:30 AM	Evaluation Committee confirm ranking and discussion of Letter of Response Packages	In- Person Meeting: THEA Office 1101 E. Twiggs Street, Suite 300 Tampa, FL 33602
June 16, 2023, by 5:00 PM	Posting of Notice of Intended Final Ranking	THEA Website & Demandstar
June 26, 2023, @ 1:30 PM	Board Approval of Final Ranking and Award of Contract	THEA Board Room 1101 E. Twiggs Street Tampa, FL 33602
June 28, 2023, by 5:00 PM	Posting of Final Ranking	THEA Website & Demandstar

IX. SELECTION AWARD

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

X. TERMS AND CONDITIONS

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

The Authority requires that the 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 RFP.

XI. GENERAL CONDITIONS

a. 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 proposal. (See Exhibit A)

b. 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. (See Exhibit B)

c. PUBLIC RECORDS LAW:

In accordance with Florida Statutes Chapter 119, and, except as may be provided by other applicable State and Federal Laws, all Respondents should be aware that this Advertisement and all the responses thereto are in the public domain and are available for public inspection.

The Respondents are requested, however, to identify specifically any information contained in their submittal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exemption law.

All submittals received in response to this RFP will become the property of THEA and will not be returned.

d. INDEMNIFICATION (GENERAL LIABILITY):

The contract will contain an indemnification clause wherein the selected Respondent agrees to indemnify and hold harmless the THEA Board, THEA and its officers, and employees from all liabilities, damages, losses and costs, including but not limited to attorney fees, to the extent caused by the act, error, omission, negligence, recklessness or intentional wrongful conduct of the Respondent and other persons employed or utilize by the Respondent in performance of the contract.

e. PUBLIC ENTITY CRIMES STATEMENT:

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, Subconsultant, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for a period of 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 Form is found is Exhibit C- PUBLIC ENTITY CRIMES.

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.

f. CONFLICTS OF INTEREST:

The Respondent shall state if it represents clients that may present conflicts or potential conflicts with representation of THEA. Respondent shall provide a list of any potential conflicts by description. Respondent 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 CONFLICTS OF INTEREST STATEMENT is contained in Exhibit E.

g. INSURANCE REQUIREMENTS:

For the term of this project and agreement, during contract award the Respondent shall procure and maintain insurances of the types and limits specified in Exhibit G, INSURANCE REQUIREMENTS, COVERAGES AND LIMITS.

h. E-VERIFY SYSTEM:

Pursuant to the State of Florida, Office of the Governor, Executive Order Number 11-

116, Verification of Employment Status, the selected firm entering a contract for this LOR shall utilize the U.S. Department of Homeland Security's E-Verify System (www.uscis.gov) in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons employed by the Contractor during the term of the resulting Contract from this solicitation.

The selected Respondent entering a contract for this Advertisement shall also require sub-contractors performing work or providing services during the term of the resulting Contract from this solicitation to utilize the U.S. Department of Homeland Security's E-Verify System (www.uscis.gov) in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons employed by the Subcontractor during the term of the resulting Contract from this solicitation.

The selected firm and all its subconsultants shall provide proof of registration and required certificate (as of January 1, 2021) in the E-Verify system to THEA upon execution of a Contract.

EXHIBIT A

Florida Statutes, Section 218.391 Auditor selection procedures
<https://www.flsenate.gov/Laws/Statutes/2022/0218.391>

EXHIBIT B

State of Florida Auditor General- Auditor Selection and Auditor Selection Committee Guidance
https://flauditor.gov/pages/pdf_files/auditor%20selection%20guidance.pdf

EXHIBIT C

**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 D

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 E

CONFLICT OF INTEREST STATEMENT

Check one of the boxes below:

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

OR

- The undersigned bidder, by attachment to this form, submits information which **may** be a potential conflict of interest due to other clients, contracts or property interest for this solicitation and project.

BIDDER:

By: _____
Authorized Signature

Printed Name of Signer

Title of Signer

Date Signed

EXHIBIT F

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