



REQUEST FOR QUALIFICATIONS (RFQ)

FOR

INVESTMENT ADVISORY SERVICES

THEA PROJECT No.: F-0924

RFQ Issue Date: 2/21/24

RFQ Response Due Date: 3/18/24

RESPONSIBLE DEPARTMENT

Jeffrey Seward
Chief Financial Officer

PROCUREMENT DEPARTMENT

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I. INTRODUCTION

The Tampa-Hillsborough County Expressway Authority (THEA or the “Authority”) is soliciting Request for Qualifications (RFQ) from qualified firms interested in providing investment advisory services for operating debt service, reserve funds, and capital funds (non-pension funds).

SCOPE OF SERVICES

The general scope of services is to provide investment advisor services by providing portfolio management for approximately \$225,000,000 in operating bond funds-debt service and capital funds (non-pension funds). The amount of funds will fluctuate with capital project expenditures.

The function of Investment Adviser shall include, but shall not necessarily be limited to, the following:

1. Review THEA’s current cash flow projections and work with the THEA staff to develop cash flow projections to ensure that the investment strategy is consistent with THEA’s cash requirements.
2. Provide recommendations on investment opportunities for THEA’s investment portfolio by acting in an advisor and administrative capacity with the guidelines of THEA’s Investment Policy (EXHIBIT C to the RFQ);
3. Assist in the development and implementation of investment strategies that will enhance THEA’s portfolio performance under current and anticipated changes in market conditions within the parameters of established investment policies and cash flow needs;
4. Advise THEA on current market conditions and other general information;
5. Analyze risk/return relationships between various investment alternatives;
6. Review and recommend changes to THEA’s Investment Policy (EXHIBIT C);
7. Attend meetings of the governing body of THEA, its staff, representative or committees as requested by THEA;
8. Assist in the selection of investment securities and as directed by THEA, cause the transaction to be executed;
9. Advise on the investment of the portfolio in a manner consistent with THEA’s Investment Policy (EXHIBIT C), authorizing the investment of the bond funds debt services, OM&A reserve, and applicable state and federal rules and regulations.
10. Promptly send (or cause to be sent) trade confirmations to THEA;
11. Make available daily information on investment activity and the value of portfolios;
12. Provide THEA with timely and appropriate accounting and investment reports as required;

13. Serve as a general resource to THEA staff for information, providing advice and training regarding fixed income securities, investments and treasury management and operations.
14. Comply with SEC, Florida Statutes, THEA Investment Policy, (EXHIBIT C); and other regulations that may be applicable to THEA's investment portfolio; and
15. The Investment Advisor will not have discretionary authority and accordingly, shall obtain approval from THEA for the purchase or sale of securities prior to execution.
16. The Investment Advisor shall manage the funds in accordance with the laws of the State of Florida and the investment policies and procedures established by THEA.

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

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 engagement. 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 for convenience with proper notice.

II. INSTRUCTIONS TO FIRMS

1. The Authority must receive all submittals at the location, date, time, and method identified in **V. SCHEDULE OF EVENTS**. Any submittal received after the stated time and date shall not be considered. It shall be the sole responsibility of the bidder to have its package electronically submitted to the Authority. Delay in delivery shall not be the responsibility of the Authority.
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 response shall be indexed and all pages sequentially numbered. All pages and appendices must be combined into one PDF. The response shall be limited to the page requirements listed in section III. Qualifications, single sided, and 8 ½" by 11".
4. One (1) pdf of the submittal must be delivered per Section VIII., Schedule of Events and clearly labeled, "F-0924 Investment Advisory Services Submittal," and sent to:

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

5. The Authority shall not be liable for any expenses incurred in the preparation of the proposals.

6. 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.
7. Joint proposals will not be accepted.
8. 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:

The response to the RFQ shall include, but not be limited to, responses to the following requirements:

1. **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 (five (5) page limit):
 - 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 RFQ should be directed
 - c. Mailing address
 - d. Telephone, and e-mail address of the firm's primary contact
 - e. Brief narrative of the firm's qualifications to provide financial investment advisor services to the Authority.
 - f. Statement acknowledging firm is financially solvent and appropriately capitalized to be able to provide the services to the Authority for the duration of the contract (minimum three (3) years).
 - g. Statement acknowledging firm is either completely independent of any financial institution or securities brokerage firm; or has fully and continuously disclosed any relationship(s) with such financial institution(s) and/or security brokerage firms.
 - h. Statement acknowledging firm has fully disclosed to THEA any commissions, bonuses, or soft dollar payments resulting from the firm's relationship with THEA.
2. **Organizational Chart** – attach an organizational chart that includes the following:
 - a. Identify key members of firm's team including investment professionals, analytical investment and research staff, other decision making support and back office support;
 - b. State area of expertise for key members of firm's team;
 - c. State professional license number and State of licensure (if any) for key members of firm's team including registration with the Securities and Exchange Commission (SEC), and registration with the Florida Office of Financial Regulation, as applicable.
 - d. State office location (city and state) for key members of firm's team.

Include one (1) page resumes for the project manager and the key active participants of the team. Only those members of the team who will **actively** participate under the potential work assignments should be included. Individuals who would be available on an "as-needed" basis should be omitted.

A maximum of one (1) page will be allowed for the "Organization Chart" element. The Organizational Chart may be submitted on paper sized larger than 8½" x 11" if folded neatly to 8½" x 11."

3. **Approach to Providing Services**

Provide a narrative response to the following questions or requests for information.

- 3.1 Describe the firm's investment management philosophy, including its approach to managing governmental portfolios.
- 3.2 Describe the process the firm would use to develop a new investment program for THEA.
- 3.3 Describe the types of securities the firm would propose to purchase and how the firm would provide liquidity.
- 3.4 Describe the primary strategies employed by the firm for adding value to portfolios (e.g. market timing, credit research, etc.)
- 3.5 Describe how investment ideas are originated and how researched, and how the ultimate investment decision is made. Explain how investment decisions are then implemented, monitored and evaluated.
- 3.6 Identify the types of accounts primarily managed by the firm.
- 3.7 Describe the firm's credit review process.
- 3.8 Describe the investment accounting and reporting system used by the firm.
- 3.9 Describe how the firm formulates and reviews fixed income strategies including the frequency, how it is carried out and who is involved.
- 3.10 Describe the firm's process for ensuring compliance with THEA's Investment Policy and procedures (EXHIBIT C), preventing and correcting investment policy exceptions and reporting of such compliance issues to THEA.
- 3.11 Describe the firm's audit process.
- 3.12 Describe the frequency and format of reports that the firm would provide to THEA, including the methods and formulas used to calculate yield and performance. Provide a sample report.
- 3.13 Describe the firm's experience in developing and implementing investment strategy for the proceeds of tax-exempt bond proceeds.
- 3.14 Describe the firm's experience in managing investment portfolios for public funds and governmental entities, including any relevant experience managing public funds in Florida.
- 3.15 Summarize the firm's assets under management (institutional only) over the past five years by the following categories: short-term operating funds, medium-term operating funds, long-term operating funds and bond proceeds funds. Separate the asset total by government institutions and other institutions.

- 3.16 Provide the firm's intermediate-term investment (1 to 3 years) performance for the past three years. Show annualized quarterly returns, both gross and net of all management fees.
- 3.17 Describe the firm's experience in developing investment policies and portfolio management guidelines for government operating funds and in managing and accounting for tax-exempt bond proceeds in compliance with the Tax Code and related regulations.
- 3.18 Specify if the firm acts as a broker or as a primary dealer in securities or received any other form of additional compensation (including soft dollars) for client transactions aside from the direct fee paid by clients.
- 3.19 Describe the firm's training and education efforts to keep portfolio managers informed of developments relevant to the management of local government funds.
- 3.20 Describe any material change in organizational structure, ownership or management of the firm during the past three years.
- 3.21 Describe any turnover of the firm's professional staff assigned to public section clients within the last three years.
- 3.22 Provide a copy of the firm's most recent ADV Part II as on file with the SEC.
- 3.23 Describe any SEC, NASD, or regulatory censure or litigation involving the firm or its employees within the past three years.
- 3.24 Provide a copy of the firm's most recent audited financial statement.
- 3.25 Describe how the firm manages portfolios (e.g. by team, individual manager).
- 3.26 Describe how the firm provides oversight of its portfolio managers.
- 3.27 Describe the firm's in-house technical and research capabilities.
- 3.28 Describe any additional features, attributes, or conditions which you believe THEA should consider in evaluating your firm.
- 3.29 Provide documentation of firm's Certificate of Authority from the Florida Department of State evidencing firm is in good standing with and authorized to do business in the State of Florida as may be required pursuant to 607.1501, 608.501 and 620.9102, Florida Statutes.

A maximum of twenty (20) pages will be allowed for the narrative responses to "Approach to Providing Services" element. Documentation provided as part of the requests for information is excluded from the twenty (20) page maximum limit.

4. Complete all required forms (EXHIBITS A, B, D and F).
5. Provide three (3) references, with contact information, of similar work in the past five (5) years. A maximum of one (1) page will be allowed for references.
6. Proof of insurance is required. Provide evidence of the firm's ability to provide insurance coverage required in Exhibit E either by means of an existing policy or other verifiable proof (such as an Agent/Broker commitment letter).

IV. 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.

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.	15
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 on this Project.	20
3.	<u>Qualifications and Years of Experience in Governmental Finance Investment Advising:</u> Evaluation of firm's qualifications and years of experience in Governmental Financial Investment Advisor services. Evaluation of firm's qualifications and years of experience with State of Florida and other expressway authorities and toll agencies. Firm's broad range of experience in public finance, as well as, innovative financing investment advising concepts.	20
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.	<u>Approach to Engagement:</u> Evaluation of firm's approach to the work to performed, projected workload of the financial investment advisor team, controls for maintaining quality services and approach for maintain staff consistency and items described in the RFQ.	25
	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 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 Timetable. 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 firm and award of the contract by THEA’s Board, 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 Timetable.

V. SCHEDULE OF EVENTS

DATE/TIME	DESCRIPTION	LOCATION
February 21, 2024, by 5:00 PM	Release of RFQ	THEA Website & Demandstar
March 4, 2024, by 9:00 AM	Deadline for Respondent’s submission of questions to THEA	Email to Procurement@tampa-xway.com
March 11, 2024, by 5:00 PM	Deadline for THEA to respond to Respondent’s questions	THEA Website & Demandstar
March 18, 2024, @ 9:00 AM	Deadline for Submitting Response Package	Email to Procurement@tampa-xway.com
March 29, 2024, by 9:00 AM	Evaluation Committee submits scoring of responses to the RFQ to the Authority’s Procurement Office	Email to Procurement@tampa-xway.com
April 3, 2024, @ 1:30 PM	Evaluation Committee confirm ranking and discussion of responses to the RFQ	In- Person Meeting: THEA Office 1101 E. Twiggs Street, Suite 300 Tampa, FL 33602
April 4, 2024, by 5:00 PM	Post Notice of Intended Ranking	THEA Website & Demandstar
April 22, 2024, @ 1:30 PM	Board Approval of Final Ranking & Award of Contract	THEA Board Room 1101 E. Twiggs Street Tampa, FL 33602
April 23, 2024, by 5:00 PM	Posting of Notice of Board Approval & Award of Contract	THEA Website & Demandstar

VI. 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.

VII. 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.

VIII. 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 advertisement 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 submittal to be rejected and disqualified from further consideration.

IX. 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 the Authority, Attention Procurement Department at procurement@tampa-xway.com.

X. 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. 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.

XI. 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)

XII. 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)

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____.

Notary Public

My commission expires: _____

[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 if 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

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

300.09 Investment Policy

300.09.01 Scope

To the extent consistent with any existing or future trust indenture or other instrument securing indebtedness of the Tampa-Hillsborough Expressway Authority (the “Authority”), this investment policy (the “Policy”) shall apply to all financial assets owned or controlled by the Authority, and under the custodianship of the Executive Director, Director of Finance or other such official (“Investment Officer”) of the Authority as designated to oversee such financial assets. In connection with the investment funds held pursuant to the Amended and Restated Master Bond Resolution dated November 19, 2012, (“the Master Bond Resolution”) provided, that such investments mature, or are subject to redemption on demand of the holder at a price not less than one-hundred percent (100%) of the principal amount thereof, not later than the date when such moneys will be required for their authorized purposes. All moneys maintained at any time in the funds held by the Authority under the provisions of section 4.03 and 4.05 of the Master Bond Resolution may be invested as provided in Section 218.415 Florida Statutes. Moneys maintained in other fund or account held by the Authority under the provisions of the Master Bond Resolution may be invested as provided in the Master Bond Resolution.

300.09.02 Investment Objectives

The Authority shall seek to adhere to the following objectives, in order of priority:

- SAFETY of Capital
- LIQUIDITY of Funds
- YIELD

(1) Safety

The Executive Director, Director of Finance and other designated Investment Officer(s) shall avoid taking unreasonable risk, as the perceived safety and soundness of any investment type shall be the first criteria considered when making an investment decision. The following methods shall be utilized to mitigate risk:

(a) Credit Risk (risk of loss due to issuer default or credit support failure)

1. Investments shall be limited to the safest types of securities; as provided for in this Policy, and transactions shall be conducted only with pre-qualified and approved financial institutions and issuers.
2. Security settlement shall be on a delivery-vs-payment (DVD) basis such that all transactions are paid for at the same time actual securities are delivered into account.

3. The investment portfolio shall be diversified to the extent practicable to control the risk of loss resulting from overconcentration of assets in a specific maturity, issuer, instrument, dealer, or bank through which financial instruments are bought and sold.
4. The Authority's investment portfolio shall be monitored regularly in order to best anticipate and respond to changing credit and market conditions.

(b) Interest Rate Risk (risk of loss due to a general drop in the market value of portfolio during a period of generally increasing interest rates):

1. Investments shall generally be scheduled to mature on dates corresponding with the Authority's scheduled cash flow requirements, so as to avoid forced sale of securities to meet such obligations, and
2. In the absence of reliable cashflow estimates, investment maturities should be staggered to provide regular liquidity.

(2) Liquidity

The investment portfolio shall be structured in such a manner as to provide sufficient liquidity to pay obligations as they come due. To the extent possible, an attempt shall be made to match investment maturities with known cash needs and anticipated cash-flow requirements. Notwithstanding any provision of the Policy to the contrary, investment of moneys maintained at any time in the funds held by the Authority under the provisions of Section 4.03 and 4.05 of the Master Bond Resolution, shall mature, or be subject to redemption on the demand of the holder at a price not less than one-hundred (1005) of the principal amount thereof, not later than the date when such moneys will be required for their authorized purposes.

(3) Yield

Within safety and liquidity limitations, and within the investment parameters of this Policy, the Authority shall always seek the highest yielding investment. In order to best achieve this, after the Authority's Director of Finance or other designated investment officer has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, such investment(s) shall be competitively bid as appropriate, and whenever possible, from among approved dealers.

300.09.03 Delegation of Authority

Management responsibility for the investment program is hereby delegated to the Authority's Executive Director and/or Director of Finance who acting as primary Investment Officer(s) of the Authority shall approve the purchase and sale of investments and initiate movement of funds. The Executive Director may from time to time appoint additional staff members as Investment Officers, thereby granting them the authority to conduct investment transactions and initiate the movement of funds. No person may engage in an investment transaction on behalf of the Authority unless

provided for under the terms of this policy. The Executive Director and/or the Director of Finance have the ultimate authority and responsibility for the investment program and the management of the portfolio. The management responsibility for all Authority funds in the portfolio and investment is delegated to the Director of Finance. The Director of Finance shall establish written procedures for the operation of the investment portfolio and a system of internal accounting and administrative controls to regulate the activities employees.

The Authority Board of Directors (the “Board”) shall review and approve investment policy, and approve hiring of investment advisors or investment managers as appropriate.

300.09.04 Ethics and Conflicts of Interest

The “prudent person” standard shall be used by Investment Officers in the management of the overall investment portfolio.

The “prudent person” standard is understood to mean the following: *investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs; not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived from the investments.*

Investment Officers and employees involved in the investment process shall refrain from personal business activity that might conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and Investment Officers shall disclose to the Authority and the Board, any material financial interest in any financial institutions that conduct business with the Authority, and they shall further disclose any personal financial/investment positions that could be related to performance, particularly with regard to the time of purchased or sales.

Designated Investment Officers shall perform their duties in accordance with written internal procedures of the Authority and this Policy. In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the investment of *all* funds over which the Investment Officer had responsibility, rather than the prudence of any single investment, shall be considered. Investment Officers acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability.

300.09.05—Authorized Investments and Risk Diversification Methods

Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the Authority needs change. However, the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, an Investment Officer may sell an investment at then-prevailing market price and place the proceeds into the proper account at the Authority and Board’s custodian.

The following are guidelines for investments and limits on security types, issuers, and maturities

established by the Authority. The Authority or the Director of Finance shall have the option to further restrict investment percentages from time to time based on market conditions. Investments not listed in this Policy are prohibited. The following is a summary of the authorized investments; provided, however, to the extent the Authority is investing money held in any fund or account under the provisions of the Master Bond Resolution, such investments shall be limited to Permitted Investments and Defeasance Obligations (as each are defined in the Master Bond Resolution), as applicable.

(1) Eligible Securities

Direct obligations of the United States and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, provided, that the full faith and credit of the United States of America must be pledged to any such direct obligation or guarantee ("Direct Obligations");

Direct obligations of U.S. agencies and Instrumentalities to include government-sponsored enterprises (GSE's). Securities falling within this category must be either guaranteed by the government or one of its agencies;

Direct obligations of any state of the United States of America or any subdivision or agency which obligations are rated at the time of purchase, "A" or better by Moody's and "A" or better by S&P, or direct obligations of states, agencies, counties, cities, and other political subdivisions of any state with a credit rating on purchase date of not less than "A" or better by Moody's or S&P. Obligations that otherwise meet the requirements of this paragraph that are outstanding as variable rate demand obligations shall be considered eligible securities only if and so long as (i) the long-term ratings on such obligations are "Aa" or better by Moody's and "AA" or better by S&P, and (ii) the short-term ratings on such obligations are "VMIG 1" by Moody's and "A-1+" by S&P;

Corporate obligations with both principal and interest fully guaranteed by the Federal Deposit Insurance Corporation (FDIC) or its successor;

Commercial paper (having original maturities of not more than 270 days) rated, at the time of purchase, "P-1" by Moody's and "A-1" or better by S&P;

Deposits of any bank which has combined capital, surplus and undivided profits of not less than \$3 million, provided such deposits are continuously and fully collateralized and, or insured by the the Federal Deposit Insurance Corporation or Certificates of Deposits (CDs) from Florida state-approved designated depository institutions. A list of the State Qualified Public Depositories is published quarterly by the Bureau of Collateral Securities in the *Florida Administrative Weekly*;

SEC-registered, no load money market mutual funds, rated AAA or equivalent by at least one nationally-recognized rating agency and invested exclusively in security types as

authorized in this Policy. Bank money market funds when used as account sweep vehicles are cash management mechanisms which are normally not rate are excluded from the AAA-rating requirement;

Fully collateralized repurchase agreements having a defined termination date and secured by Eligible Securities listed above, pledged with a third-party custodian, and having a market value of not less than 103% of the principal amount of the funds disbursed. A signed Master Repurchase Agreement shall govern all repurchase agreement transactions;

Investment agreements, the issuer, form and substance of which are specifically approved by the Credit Provider; and

The Local Government Surplus Funds Trust Fund administered by the State Board of Administration of Florida.

(2) Investment Limitations; Risk Diversification

Portfolios shall be appropriately diversified to control the risk of loss resulting from over concentration of assets in a specific maturity, a specific issue, a specific instrument, a class of instruments, and an institution through whom these instruments are purchased and sold. Diversification parameters as established herein shall be reviewed and revised periodically as deemed necessary by Investment Officers.

(a) Investment Quality Ratings

The Executive Director may invest in instruments as authorized herein with ratings equivalent to those issued by Standard & Poor's and Moody's as suggested herein. The Director of Finance may review and recommend a comparable rating agency to be used when Standard & Poor's and Moody's ratings are not available.

A comparable rating service is one for which name recognition is widespread in the banking, investment banking or investment communities and with a corporate existence of five (5) years or longer.

An Investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. The Authority shall take all prudent measures that are consistent with this Policy to liquidate an investment that does not have the required minimum rating.

Wherever a minimum rating is specified in this Policy, unless the context expressly requires otherwise, such rating shall include all ratings within the specified rating category. By way of example, where this Policy specifies a minimum rating from Moody's of "A", such minimum rating shall include obligations rated "A1", "A2" and "A3".

(b) Investment Term to Maturity – Portfolio Distribution

Term to maturity shall be governed by the Authority's safety and liquidity constraints. As previously stated, maturities shall be timed to coincide as closely as

possible with known cash needs. *Unless matched to a specific cash flow requirement*, the Investment Officer shall invest only in securities with either a final maturity or an average life of five (5) years or less. Additionally, the average maturity of the portfolio as a whole may not exceed three (3) years. These calculations exclude the underlying securities of a guaranteed investment contract (GIC) or flexible repurchase agreement related to construction funds. For purposes of this paragraph, the final maturity of an eligible security outstanding as a variable rate demand obligation shall be the number of days required for the beneficial owner of such obligation to complete the exercise of the irrevocable “put” or “optional tender for purchase” feature of such obligation. By way of example, if the beneficial owner of such obligation has the irrevocable right to demand payment of the principal of and accrued interest on such obligation upon the giving of seven days prior notice, such obligation shall be considered to have a maturity of seven days for purposes of this paragraph.

(c) Type Instrument – Portfolio Distribution

Investment Officers may periodically implement additional written risk diversification guidelines regarding investment limitations in a particular type instrument (issuer), term to maturity for that instrument and/or restrictions as to the proportion of such type instrument which may be purchased for inclusion in the portfolio from an individual institution. Such guidelines shall be revised periodically as appropriate for the achievement of overall policy objectives.

300.09.06 Financial Institutions

(1) Safekeeping – Third-Party Custodial Agreements

All securities purchased by an Investment Officer under this section shall be properly designated as an asset of the Authority and held in safekeeping by a third-party custodial institution.

Eligibility requirements for the Authority’s third-party custodial institutions shall include continued maintenance of the institutions’:

- Capital and surplus stock of at least \$500,000,000;
- Separate custody account at the Federal Reserve Bank specifically designated by the Federal Reserve Bank as restricted for the safekeeping of the member-bank’s customer-owned securities only; and
- Federal Reserve Bank clearing account.

Custodial agreements between the Authority and bank(s) or depository institution(s) may include letters of authority from the Authority, details as to responsibilities of each party, method of notification of securities purchases, sales, delivery, procedures related to repurchase agreements and wire transfers, safekeeping and transaction

costs, procedures in case of wire failure or other unforeseen mishaps and describing the liability of each party.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Authority and which authorization has been provided, in writing to the custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping unless by such duly authorized person.

(2) Authorized Investment Institutions and Dealers

Securities may be purchased only through financial institutions that provide the services of a securities dealer or a broker/dealer who is a member in good standing of the Financial Industry Regulatory Authority (FINRA) and who meets the capital adequacy standard established by the Federal Reserve Bank of New York.

(3) Investment Advisors

The Board may approve an Investment Advisor to advise the Authority in the investment of its funds and other responsibilities including but not limited to broker compliance, security selection, competitive bidding, and investment reporting and security documentation. The Investment Advisor must be registered with the Securities and Exchange Commission (SEC) under the Investment Advisors Act of 1940 and must have complied with the requirements of Section 517.12 of the Florida Statutes, or any successor provision, to the extent applicable.

300.10.07 Program Evaluation and Control

(1) Internal Controls

The Director of Finance shall maintain a set of written internal controls designed to protect the Authority's investment assets and ensure proper accounting and reporting of the transactions related thereto. No person may engage in an investment transaction except as authorized under the terms of this Policy. Independent auditors shall conduct a review of the system of internal controls with respect to, among other things, the portfolio and the investment thereof as a normal part of the annual financial audit of the Authority.

Such internal controls shall include details of delivery vs. payment procedures and trust receipt documentation. Such controls and procedures shall be reviewed by the independent auditors as part of the annual financial audit.

(a) Delivery versus Payment

All securities purchased or sold will be transferred Delivery versus Payment (DVP) to ensure that funds or securities are not released until all criteria relating to the specific transaction are met.

(b) Trust Receipt and Confirmation

Investment Officers are authorized to accept, on behalf of and in the name of the Authority, bank trust receipts or safekeeping confirmations in return for investments of temporarily idle funds as evidence of actual delivery of the obligations or securities. Any such trust receipt or confirmation should fully describe the various

obligations or securities held, together with the specific identification number of each obligation or security held and that they are held for the Authority.

The actual obligations or securities, whether in book-entry or physical form, on which trust receipts or confirmations are issued may be held by a third party custodial bank and/or institution or a designated corresponding bank or custodian institution which has a correspondent relationship to the Authority's third party custodian or its designated correspondent institution, who is acting on behalf of and under the same obligation as the Authority's third party custodian.

The above shall apply to all investments.

300.09.08 Program Monitoring

(1) Reporting Requirements

Investment Officers shall prepare, or cause to be prepared, investment reports to the Board at least quarterly. These reports shall include securities in the portfolio by type, book value, and market value as of the report date. Reports shall be available to the public and external auditors as requested.

(2) Performance Measures

The Authority's portfolio shall be designed to attain a market rate of return taking into account risk constraints and cash flow requirements. Performance shall be measured with the use of periodic reports which reports shall include appropriate information necessary to evaluate the portfolio. The measurement focus shall be the portfolio as a whole versus individual investments.

(3) Investment Training

Investment Officer(s) must annually complete eight (8) hours of continuing education in subjects or courses of study related to investment practices and products.

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.

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Iran Terrorism Sectors List, or is engaged in business operations in Cuba or Syria, is ineligible for, and may **not** bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of \$1 million or more.

Respondent / Bidder

Name: _____

Respondent /Bidder FID or EIN:

Address: _____

City: _____ State: _____ Zip: _____

I hereby warrant that I am duly authorized to sign and bind on behalf of the company listed above as the "Respondent/Bidder".

I hereby certify and affirm that the company listed above as the "Respondent/Bidder" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Iran Terrorism Sectors List, created pursuant to Florida Statute Section 215.473, or engaged in business operations in Cuba or Syria.

I understand pursuant to Florida Statute, Section 287.135, the submission of a false certification may subject the Respondent/Bidder to civil penalties, attorney's fees and/or costs.

RESPONDENT/BIDDER:

By: _____
(Authorized Signature)

(Printed Name of Signer)

(Title of Signer)

(Date Signed)