

Exhibit D

Operational Back Office System RFP/Authority RFP No. T-2325

INSURANCE REQUIREMENTS, COVERAGES, and LIMITS

for

Tampa-Hillsborough County Expressway Authority

Contractor, hereinafter referred to as “Insured” conducting business with the Tampa Hillsborough County Expressway, “Authority” is required to maintain the following insurance coverage and provide insurance certification to the Authority as detailed below.

A. INSURANCE REQUIREMENTS:

- 1) All insurance shall be from responsible insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies or companies with AM Best ratings lower than A- or a financial size category lower than VII may be approved on a case by case basis. If the insurer does not meet these requirements, the Authority 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 the Authority, its officials, officers and employees are additional named insureds as to the operations of the INSURED under the 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 the Authority 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 the Authority and “Name of Insured” and shall state the Contract Number assigned for the agreement between the Authority and the INSURED.
- 6) The INSURED shall deliver to the Authority, within thirty (30) Days from the receipt of a Notice of Intent to Award Decision the 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 the agreement.
- 9) INSURED authorizes the Authority to verify its insurance information with its insurance agents, brokers, surety, and insurance carriers. At the Authority’s request, INSURED shall provide

copies of the policies at no cost to the Authority, 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 the Authority; and any the Authority insurance or coverages shall not be contributory to INSURED'S insurance requirements in the agreement.
- 11) The insurance coverages and limits required of the INSURED under the agreement are designed to meet the minimum requirements of the Authority. 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 the Authority 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 the 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, (Authority)
Contracts and Procurement Manager
1104 East Twiggs St, Suite 300
Tampa, FL 33602

- 13) The Authority accepts no responsibility for determining whether the INSURED'S insurance is in full compliance with the insurance required by the agreement. Neither the approval by the Authority 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 the agreement.
- 14) If the INSURED fails to provide or maintain the insurance coverages required in the agreement, the Authority may terminate or suspend this AGREEMENT, or, at the Authority's sole discretion, may obtain such coverages and invoice the INSURED and include a 15% administrative cost. If not paid within forty five (45) Days, the amount will be deducted from INSURED'S invoice. The decision of the Authority to purchase such insurance coverages shall in no way be construed as a waiver of its rights under the agreement.
- 15) INSURED shall fully comply with the insurance requirements of the agreement unless excused in writing by the Authority. 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 the Authority without restrictive endorsement.
- 18) The INSURED will not commence work, use or occupy the Authority premises in connection with the agreement until the required insurance is in force, preliminary evidence of insurance acceptable to the Authority has been provided to the Authority and the Authority 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 the Authority’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 the 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 the agreement (including any extensions thereof), the INSURED shall procure and maintain insurances of the types and limits and duration 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	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease - Each Employee	\$1,000,000

- 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	\$ 2 ,000,000
Per Person	\$1,000,000
Each Occurrence	\$ 2 1,000,000
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 the Authority and the INSURED.

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

Products & Completed Operations coverage for the entire period of the statute of repose under Chapter 95, Florida Statutes, is required.

- 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 the agreement)	\$2,000,000
Aggregate (not specific to the 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 the Authority are:

Professional Liability	
Each Claim	\$5,000,000 <u>\$1,000,000</u>
Aggregate	\$510,000,000 <u>\$5,000,000</u>

Any deductible applicable to any claim shall be the responsibility of the INSURED and shall not be greater than \$100,000 unless approved by the Authority 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 the Authority has accepted the services under the agreement. If written on a on a claim-made basis, coverage shall apply for the entire period of repose under Chapter 95, Florida Statutes.

- 6) **Network Security (Cyber) Liability Insurance**. The minimum limits of network security (cyber liability) liability covering all work under the agreement without any exclusions unless approved in writing by the Authority are:

Network Security Liability	
Each Claim	\$5,000,000 <u>\$1,000,000</u>
Aggregate	\$510,000,000 <u>\$5,000,000</u>

Covering liability arising from: hostile action or a threat of hostile action; unauthorized access/unauthorized use of data or Systems (as defined in the agreement); computer viruses and any other type of malicious or damaging code; dishonest, fraudulent, malicious, or criminal use of a computer system; denial of service for which the Insured is responsible; privacy violations; information theft; damage to or destruction of electronic information; intentional and/or unintentional release of private information; alteration of electronic information; extortion; and network security.

Such insurance shall be maintained in force at all times during the term of the agreement (including any extensions thereof) and for the entire period of repose under Chapter 95, Florida Statutes. . Additionally, if a sub-limit applies to any elements of coverage, the policy endorsement evidencing the coverage above must specify the coverage section and the amount of the sub-limit.

- 7) **Technology Errors & Omissions.** The minimum limits of technology errors and omissions liability covering all work under the agreement without any exclusions unless approved in writing by the Authority are:

Technology Errors & Omissions Liability

Each Claim	\$5,000,000	<u>\$1,000,000</u>
Aggregate	\$510,000,000	<u>\$5,000,000</u>

Covering liability for all professional products and Services performed, including liabilities arising from acts, errors or omissions in rendering computer or information technology Services including (1) Systems analysis (2) Systems programming (3) data processing (4) Systems integration and testing (5) outsourcing development and Design (6) Systems Design, consulting, development and modification (7) training Services relating to computer Software or Hardware (8) management, repair and Maintenance of computer products, networks and Systems (9) marketing, selling, servicing, distributing, installing and maintaining computer Hardware or Software (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output.

This insurance shall provide coverage for Software copyright liability and contractual liability. Such Technology E&O insurance coverage may be met through or combined with the Professional Liability Insurance referenced in item #5 above; however, if combined then the coverage requirement for Technology E & O insurance shall be equal or greater than the combined aggregate.

Any deductible applicable to any claim shall be the responsibility of the INSURED and shall not be greater than \$100,000 unless approved by the Authority in writing. This coverage shall be maintained by the INSURED for the entire period of repose under Chapter 95, Florida Statutes.

[END OF INSURANCE REQUIREMENTS, COVERAGES, AND LIMITS]