



## REQUEST FOR QUALIFICATIONS (RFQ) L-0226

*FOR*

## INSURANCE BROKER SERVICES

---

*RFQ Issue Date: 03/20/2026*

*RFQ Response Due Date: 04/24/2026*

### RESPONSIBLE DEPARTMENT

Amy Lettelleir, Esq.  
Chief Legal Officer

### PROCUREMENT DEPARTMENT

Toni-Catherine Atkinson  
Procurement Manager  
1104 East Twiggs Street, Suite 300  
Tampa, Florida 33602  
Telephone Number: (813) 272-6740 ext. 139  
Email: [Procurement@tampa-xway.com](mailto:Procurement@tampa-xway.com)

**BY SUBMITTING A PROPOSAL, THE BIDDER ACKNOWLEDGES THEY HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS TO BE MET AND THE CHARACTER AND QUALITY OF THE SCOPE OF WORK TO BE PROVIDED**

Legal Entity Name (Bidder): \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

FEIN: \_\_\_\_\_

Name of Authorized Officer: \_\_\_\_\_ Title: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone Number: \_\_\_\_\_

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
I. INTRODUCTION .....	3
II. SCOPE OF SERVICES .....	3
III. INSTRUCTIONS TO FIRMS.....	5
IV. QUALIFICATIONS .....	6
V. SELECTION CRITERIA .....	7
VI. SCHEDULE OF EVENTS .....	7
VII. SELECTION AWARD.....	8
VIII. TERMS AND CONDITIONS .....	8

**Exhibits**

- A. Declaration of Respondent
- B. Public Entity Crime Form
- C. Conflicts of Interest Statement
- D. Certification Regarding Scrutinized Companies Lists
- E. Acknowledgement of Receipt of Addendum
- F. Drug Free Workplace Statement
- G. Insurance Requirements, Coverage and Limits

## **I. INTRODUCTION**

The Tampa-Hillsborough County Expressway Authority (the "Authority" or "THEA") is soliciting statements of qualifications from respondents/firms to perform all services and duties customarily and usually performed for insurance broker services to the Authority through the issuance of this Request for Qualifications L-0226 for Insurance Broker Services (the "RFQ").

## **II. SCOPE OF SERVICES**

The Authority is requesting statements of qualifications from respondents interested and capable of providing quality, efficient and cost effective insurance broker services to the Authority.

This Request for Qualifications (RFQ) is for broker selection only. The firm is not authorized to approach any market on THEA's behalf. If the Authority becomes aware of a brokerage firm approaching a market in regard to this RFQ, the firm may be disqualified.

The firm shall use its best efforts to assist and secure various insurance and bonding requirements including, but not limited to, insurance/bond procurements, loss analysis, claims analysis, negotiation of various insurance related contracts and writing of specifications for insurance service providers.

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

Secure the following insurance coverages on the Authority's behalf:

- Toll collection structures and equipment, bridges, overpasses, and underpasses
- Personal Property
- Real Property
- General liability and errors and omissions liability
- Florida League of Cities
- Board of Directors Liability

This will include, but is not limited to, the following services:

- Preparing submissions/specifications for underwriters
- Marketing and selection of carriers for insurance
- Negotiating terms, conditions, and price
- Preparing renewal binders and endorsements
- Resolving coverage issues

Services to be provided include risk management services which the Authority may from time to time need or require. These services include, but are not limited to:

- Advise as to the procedures, negotiations, claims resolution, types and levels of insurance coverage required by THEA, its customers, and tenants, etc., required approvals and filings, assist with the schedule of events for timely procurement, potential cost-saving techniques, and other risk management matters relative to the procurement of insurance and any alternative risk funding methods
- Assist with the preparation of insurance/bonding bid specifications

- Verify and evaluate, as needed, public construction bonds and insurance coverages of consultant's, contractors and vendors
- Analyze, as needed, the insurance requirements and coverages of the THEA various tenants
- Assist, as needed, with the negotiations for both new and renewal tenant leases.
- Assist THEA in the evaluation of insurance, risk management, and other related consultant, contractors or vendor proposals in the THEA procurement and bid process
- Seek various alternatives and options to the handling of risks through the varied forms of insurance, self-insurance, deductibles, etc.;
- Interpret coverage and offer professional advice about the insurance program as requested
- Coordinate loss control requests from insurance
- Advise of trends and/or changes in the insurance industry
- Obtain proper return premiums necessitated by mid-term cancellations when required and validate any additional premiums for accuracy
- Provide input regarding coverage issues outside of regular program
- Respond timely to policy audits and attend audits upon request
- Provide research assistance and consultation on risk management issues of particular concern to the Authority
- Coordinate reporting of claims with THEA as requested
- Review of the Authority's contracts solely to determine if additional risk exposures are present
- Conduct on-site meeting with the Authority to present final renewal proposal and discuss options
- Attend meetings as requested
- Give presentations to Board of Directors if needed
- Issue all certificates of insurance within one day of request unless specified as an emergency
- Cooperate with third-party administrators and other contracted professionals;
- Conduct risk assessments on an as needed or requested basis
- Work with the Authority's legal counsel and/or auditors in providing needed information and expertise
- Generally assist in the administration of the Authority's program
- Assist the Authority in budget development by providing an estimate of expected insurance premiums and other costs for the upcoming fiscal year; and
- Other ancillary services as required. If any additional services are required other than those listed herein, the Authority agrees to pay for those services at its usual and customary rate

### **Minimum qualifications**

The Respondent must meet the following requirements and **provide documentation** in their proposal in order to be considered:

1. The firm has and maintains an office in the State of Florida.
2. The firm is authorized to do business in the State of Florida.
3. The firm has a minimum of five (5) years' experience as insurance being your primary

- business.
4. The firm must have had at least three (3) government entities as clients in the past five (5) years.
  5. The account manager has a current State of Florida Property and Casualty (220) Insurance License.

**[END OF SCOPE OF SERVICES]**

**III. INSTRUCTIONS TO FIRMS**

1. It shall be the sole responsibility of the firm to have its proposal delivered to the Authority no later than the date and time stated for the Request for Qualifications (RFQ) Due Date referenced in Section VI. Schedule of Events. Delay in delivery shall not be the responsibility of the Authority and any submittal received after the stated time and date shall not be considered.
2. Each firm shall examine all documents and shall determine all matters relating to the interpretation of such documents.
3. Type size shall not be less than 11-point font. The proposal shall be indexed and all pages sequentially numbered. The proposals shall be limited to twelve (12) single sided, 8 ½” by 11” pages, exclusive of the following:
  - Transmittal Letter
  - Front and back cover and divider sections
  - Key Staff Resumes
  - Forms
4. One (1) submittal must be emailed to the Authority’s Procurement Department in one email with the subject "Request for Qualifications L-0226 for Insurance Broker Services for the Tampa- Hillsborough County Expressway Authority."
5. The RFQ response shall clearly indicate the legal name, federal taxpayer identification number, address, and telephone number of the firm. The person signing the proposal 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 or presentation of the proposals.
7. The Authority reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission or to re-advertise for all or any part of the services. The Authority shall be the sole judge of the submittals and the resulting negotiated agreement that is in the Authority's best interest, and the Authority's decision shall be final.

8. The successful respondent(s) 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.

**9. CONE OF SILENCE**

**Firms, their agents, or associates shall refrain from contacting or soliciting any THEA staff, the consultants representing THEA regarding this RFQ or members of the Board of Directors directly or indirectly regarding this RFQ and this solicitation once the RFQ is published and until the Board of Directors has made a final decision to award the contract. Failure to comply with this provision may result in the disqualification of the firm.**

**AT THE DISCRETION OF THEA, ANY VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS SECTION SHALL CONSTITUTE GROUNDS FOR IMMEDIATE REJECTION OF THE PROPOSAL PACKAGE AND THE FIRM SHALL BE DEEMED NON-RESPONSIVE.**

10. Questions about this RFQ for interpretation, clarification or about the project must be in writing addressed to THEA Procurement Department at [Procurement@tampa-xway.com](mailto: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 VI., Schedule of Events. Questions received after the date will not be considered.

**IV. QUALIFICATIONS**

This 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 (Two (2) page limit):
  - a. Name of the firm submitting the proposal & contact information
  - b. Name and title of the individual with responsibility for the response and to whom matters regarding the RFQ should be directed
  - c. Mailing address
  - d. Telephone number and e-mail address of the firm's primary contact
  - e. Brief narrative of the firm's: (1) qualifications & capabilities to provide insurance broker services to the Authority;
2. Describe the experience and expertise of specific individuals within the firm who would perform the services outlined in this RFQ and the name of the responsible service partner for the relationship.

## V. SELECTION CRITERIA

The Authority desires to select an insurance broker that demonstrates the ability to provide the highest quality of service. To accomplish this goal, the Authority's criteria for selection shall include, but not be limited to the following:

	<b>RANKING EVALUATION CRITERIA</b>	<b>Maximum Point Value</b>
1	<b><u>Qualifications and Experience of the Respondent (Firm/Team):</u></b> Evaluation based on Respondent's qualifications of firm, history, size, experience, references, resources available, locations of firm resources, etc.	30
2	<b><u>Qualifications with Toll-Road Systems:</u></b> Experience and qualifications in consulting with other toll-road systems and other governmental entities within the State of Florida.	30
3	<b><u>Qualifications and Experience of Account Team:</u></b> Experience and qualifications of those individuals assigned to the Authority account.	30
4	<b><u>Responder's Overall Responsiveness:</u></b> Proposal meets the requirements as stated in the RFQ L-00221.	10
	<b>TOTAL POINTS</b>	100

An Evaluation Committee will review and evaluate the submittals. Posting of Notice of Intended Final Ranking and Award of Contract will be posted on Demandstar and the Authority's website.

## VI. SCHEDULE OF EVENTS

<b>DATE/TIME</b>	<b>DESCRIPTION</b>	<b>LOCATION</b>
March 23, 2026 by 5 p.m. EST	Release of RFQ	THEA's website and Euna Solutions
April 6, 2026 by 5 p.m. EST	Deadline for Questions	Email to Procurement@tampaxway.com
April 13, 2026 by 5 p.m. EST	Deadline for THEA to respond to questions	THEA's website and Euna Solutions
April 24, 2026 by 9 a.m. EST	RFQ Due Date	Email to Procurement@tampaxway.com
May 8, 2026 by 12 p.m. EST	Evaluation committee submits ELOR package scores to THEA Procurement Office	Email to Procurement@tampaxway.com
May 12, 2026 @ 1:30 p.m. EST	Evaluation Committee meets for Final Ranking	THEA Office 1101 E. Twiggs Street, Suite Tampa, FL 33602

May 13, 2026 by 5 p.m. EST	Post Notice of Intended Ranking	THEA's website and Euna Solutions
May 18, 2026 @ 1:30 p.m.	Board Approval of Final Ranking & Award of Contract	THEA Office 1101 E. Twiggs Street, Suite Tampa, FL 33602
May 19, 2026 by 5 p.m. EST	Posting of Notice of Board Approval & Award of Contract	THEA's website and Euna Solutions

## VII. SELECTION AWARD

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

## VIII. TERMS AND CONDITIONS

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

The Authority requires that the firm selected will not discriminate under the contract against any person in accordance with federal, state, and local governments' regulations.

The Authority requires the firm selected make an affirmative statement to the effect that their retention shall not result in conflict of interests with respect to the Authority.

The Authority requires that the firm make an affirmative statement to the effect that they have not contacted, or attempted to contact, any member of the Board, or Authority staff, except as expressly permitted in the RFQ.

## EXHIBITS

### **Required forms to be completed, signed, notarized when indicated and included in Respondent's ELOR Package:**

- Exhibit A: Declaration of Respondent
- Exhibit B: Public Entity Crimes Form
- Exhibit C: Conflicts of Interest Statement
- Exhibit D: Certification Regarding Scrutinized Companies Lists
- Exhibit E: Acknowledgment of Receipt of Addendum
- Exhibit F: Drug Free Workplace Form
- Exhibit G: Insurance Requirements

**Note: Failure to submit the required forms may result in the response package being determined non-responsive and rejected.**

**DECLARATION OF RESPONDENT**

- 1. Name of Respondent: \_\_\_\_\_  
(RESPONDENT, CORPORATION, BUSINESS OR INDIVIDUAL)
- 2. Name of Contact Person: \_\_\_\_\_
- 3. Our local (to Tampa, Florida) business and mailing address is: \_\_\_\_\_  
\_\_\_\_\_
- 4. Professional License Number is: \_\_\_\_\_
- 5. The Project Manager assigned to this contract has a current Professional License  
Number of \_\_\_\_\_ issued by the State of \_\_\_\_\_.
- 6. Federal I.D. Number: \_\_\_\_\_
- 7. Our primary business address is: \_\_\_\_\_
- 8. Our present business phone number is: \_\_\_\_\_
- 9. Our present fax number is: \_\_\_\_\_
- 10. Our present e-mail address is: \_\_\_\_\_
- 11. Our business has been operating under its present name since: \_\_\_\_\_

**The below named respondent affirms and declares:**

- (1) That the respondent has contractual capacity and that no other person, respondent, or corporation has any interest in this response.
- (2) That this response is made without any understanding, agreement, or connection with any other person, respondent or corporation making a response for the same purpose, and is in all respects fair and without collusion or fraud.
- (3) That the respondent is not in arrears to the Tampa-Hillsborough County Expressway Authority (THEA) upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to THEA.
- (4) That the respondent is not in litigation or been disbarred from doing business with THEA.
- (5) That no officer or employee or person whose salary is payable in whole or in part from THEA is, shall be, or become interested, directly or indirectly, as surety or otherwise in this response; in the performance of the contract; for the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.
- (6) That by submitting a proposal, the respondent agrees and acknowledges that it will provide the full complement of staff required to perform the scope of services, including the specific individuals named in the its proposal and the specific key personnel named in its proposal shall remain assigned for the duration of the project, unless otherwise agreed to in writing by the THEA.
- (7) By submitting this response, respondent accepts and acknowledges that respondent can comply with all terms and conditions set forth in the solicitation including, without limitation, the insurance bond requirements and the indemnification provisions.
- (8) The person signing hereby warrants that they are duly authorized to sign and bind on behalf of the respondent.

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

**ATTEST:**

**RESPONDENT:**

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
Respondent Name

\_\_\_\_\_

By: . (Printed Name of Witness)  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Printed Name of Signer)

\_\_\_\_\_  
(Printed Name of Witness)

\_\_\_\_\_  
(Title of Signer)

\_\_\_\_\_  
(Date Signed)

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by

\_\_\_\_\_  
(Name of Individual Signing)

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: \_\_\_\_\_

[Apply Notary Seal Here]

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

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.

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 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, if there has been 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]**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

My commission expires \_\_\_\_\_

(Type of Identification)

(Printed, typed or stamped Commissioned Name of Notary Public)

**CONFLICTS OF INTEREST STATEMENT**

Check one of the boxes below:

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

**OR**

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

RESPONDEN  
T:

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(Printed Name of Signer)

\_\_\_\_\_  
Title of  
Signer)

\_\_\_\_\_  
(Date  
Signed)

**[END OF EXHIBIT C – CONFLICTS OF INTEREST STATEMENT]**

**CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

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

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

Firm: \_\_\_\_\_

Firm FID or EIN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

I hereby warrant that I am duly authorized to sign and bind on behalf of the company listed above as the “Firm”.

I hereby certify and affirm that the company listed above as the “Firm” certifies, represents, and warrants that:

(a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. I understand pursuant to Florida Statute, Section 287.135, the submission of a false certification may subject the Respondent/Bidder to civil penalties, attorney’s fees and/or costs.

**Firm:**

By: \_ (Authorized Signature)

\_\_\_\_\_  
\_\_\_\_\_

(Printed Name of Signer) (Title of Signer)

\_\_\_\_\_  
(Date Signed)

**[END OF EXHIBIT D – CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST]**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM**

Were Addenda issued on this Solicitation?

- Yes
- No

Were Letter of Clarification issued on this Solicitation?

- Yes
- No

I (We) hereby acknowledge receipt of the following Addendum/Addenda issued in reference to this solicitation by listing the Addenda by number, date and signing the form:

Addendum	_____	Date:	_____
Addendum	_____	Date:	_____
Addendum	_____	Date:	_____
Addendum	_____	Date:	_____
Letter of Clarification	_____	Date:	_____
Letter of Clarification	_____	Date:	_____
Letter of Clarification	_____	Date:	_____
Letter of Clarification	_____	Date:	_____

RESPONDENT:

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(Printed Name of Signer)

\_\_\_\_\_  
(Title of Signer)

\_\_\_\_\_  
(Date Signed)

**[END OF EXHIBIT E - ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM]**

**DRUG FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Status 287.087 hereby certifies that \_\_\_\_\_ does:

\_\_\_\_\_  
Name of Business

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.

\_\_\_\_\_  
Firm's Signature

\_\_\_\_\_  
Date

**[END OF EXHIBIT F - DRUG FREE WORKPLACE FORM]**

**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 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 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 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 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 the agreement.
- 11) The insurance coverages and limits required of the INSURED under the 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 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, (THEA)  
 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 the agreement.
- 14) If the INSURED fails to provide or maintain the insurance coverages required in the AGREEMENT, THEA may terminate or suspend the 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 the AGREEMENT.
- 15) INSURED shall fully comply with the insurance requirements of the 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 the AGREEMENT.

**B. INSURANCE COVERAGES and LIMITS:**

For the term of the 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 the 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 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 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 the 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 the 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