



SECTION 5: CONTRACT

AGREEMENT TO FURNISH FINANCIAL AUDIT AND RELATED SERVICES

THIS AGREEMENT is made on _____, by and between the Tampa Bay Area Regional Transit ("TBARTA"), an independent special district with its principal place of business located at 4350 West Cypress Street, Suite 700, Tampa, FL. 33607 and _____ ("Supplier"), with its principal place of business located at _____ (collectively, the "Parties").

WHEREAS, TBARTA issued a Request for Proposal No. TBARTA-002 for Financial Audit and Related Services Contract on October 24, 2018 (the "RFP"); and

WHEREAS, Supplier submitted a Proposal to TBARTA's RFP on November 22, 2018 ("Supplier's Response"); and

WHEREAS, TBARTA's Board of Directors awarded the RFP to Supplier at its Board of Directors Meeting on December 7, 2018, and the parties wish to set forth the terms and conditions of their agreement for a total amount listed in the Schedule ("Total Contract Price").

NOW THEREFORE, the parties in consideration of the mutual covenants and conditions set forth herein contained, the adequacy of which is acknowledged by the Parties, agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein by reference.
2. CONTRACT DOCUMENTS. The "Contract Documents" shall mean and refer to this Agreement, the RFP and all exhibits attached thereto including all duly executed and issued addenda (attached hereto as **Exhibit A**), the RFP (as defined below and attached as **Exhibit B**), any and all Price Proposal(s) (as defined below and attached as composite **Exhibit C**), and Supplier's Response to the RFP. All of the foregoing are incorporated herein by reference and are made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the Exhibits, this Agreement takes precedence over the Exhibits and any inconsistency between exhibits will be resolved in the following order:

Exhibit A	RFP
Exhibit B	Final Price Proposal
Exhibit C	Supplier's Response
3. SCOPE OF SERVICES. Supplier, at the direction of TBARTA, shall furnish Financial Audit and Related Services described and in accordance with the specifications, tasks, and scope of work set forth in Exhibit A (the "Services"). It is the sole responsibility of Supplier to read the specifications and understand them.
4. EFFECTIVE DATE AND TERM OF AGREEMENT. This Agreement shall become effective and commence on the date of award by TBARTA's Board of Director's ("Effective Date") and shall remain in effect for three (3) years, and may be renewed upon mutual written agreement of the Parties for up to two (2) additional one (1) year terms (each a "Renewal Term").



5. TERMS OF PERFORMANCE.

5.01 **Representatives.** Prior to the start of any work under this Agreement, Supplier shall designate a primary and alternate representative, who will have management responsibility for the Services and who have authority to act on technical matters and resolve problems with the Services and the Contract Documents, to TBARTA in writing. Such designation shall include the contact information (including phone numbers) of Supplier's representative.

5.02 **Non-exclusive Contract.** TBARTA specifically reserves the right to contract with other entities for the services described in the Contract Documents or for similar services if it deems, in its sole discretion, such action to be in TBARTA's best interest.

5.03 **Supplier Responsibility.** Supplier shall provide services of first quality, and the workmanship must be in accordance with customary standards of the various trades and industries involved in the Services. The Services and the work associated therewith shall be high-quality in all respects. No advantage will be taken by Supplier in the omission of any part or detail of the Services. Supplier hereby assumes responsibility for all materials, equipment, and processes used in the Services, whether the same is manufactured by Supplier or purchased readymade from a source outside Supplier's company.

5.04 **Compliance with Laws.** Supplier shall comply with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the provision of the Services under the Contract Documents. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by TBARTA in the Contract Documents shall be construed as an oversight and shall not relieve Supplier of its obligations to comply with such laws fully and completely. Upon request, Supplier shall furnish to TBARTA certificates of compliance with all such laws, orders and regulations. Supplier shall be responsible for obtaining all necessary permits and licenses required for performance under the contract.

6. COMPENSATION.

In consideration of Supplier's faithful performance of this Contract, TBARTA agrees to pay Supplier at the rates set forth and attached on Exhibit B.

6.01 **Manner of Payment.** Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost proposal. Interim billing shall cover a period of not less than a calendar month. The State of Florida Prompt Payment Act shall govern all payments.

6.02 **Invoices.** All invoices shall be submitted in accordance with the Florida Prompt Payment Act with all details prescribed by TBARTA, and delivered to the following address:



Tampa Bay Area Regional Transit Authority
Attention: Finance Department/Accounts Payable
Purchase Order:
3201 Scherer Drive
St. Petersburg, Florida 33716
Or E-Mail to : Accountspayable@TBARTA.net

6.03 Disputed Invoices. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion will be paid.

7 MODIFICATION OF CONTRACT DOCUMENTS.

The Contract, including the scope, specification, and details of the Services may only be modified by written agreement of the Parties.

7.01 Written Change Orders within the Services. TBARTA may at any time, by written order, make changes within the scope of the work to be performed by Supplier under the Contract Documents. However, no such written order shall serve to increase the Total Contract Price or to give Supplier any claim for monies above the Total Contract Price. If any such change causes an increase or decrease in the estimated cost of, or the time required for, the performance of any part of the work under the Contract Documents, whether or not changed by the order, Supplier shall notify TBARTA within thirty (30) days in writing. In the case of an increase to the Total Contract Price, the written notice shall state in all capital, bold letters that TBARTA's written order would result in an increase in the Total Contract Price. Such notice must be submitted and approved prior to performing any work in accordance with the written order or changes made by TBARTA. Any change in the Total Contract Price must be approved by TBARTA's Board of Directors and Supplier shall not be entitled to any compensation for such services unless and until approved by TBARTA's Board of Directors.

7.02 No Stoppage of Work. Notwithstanding the foregoing, nothing in this clause shall excuse Supplier from proceeding with this Agreement, except for those changes which would increase the Total Contract Price.

7.03 No Increase in Costs. No services shall be performed or additional cost or fee will be charged by Supplier to TBARTA prior written consent by TBARTA.

7.04 Representative. TBARTA Purchasing Manager, Director of Procurement, Chief Financial Officer, or Chief Executive Officer are the only TBARTA representatives authorized to make changes within this Contract, and only if such change is not noted as a limitation of the TBARTA representative. Any instructions, written or oral, given to



Supplier by someone other than the TBARTA designated representative that represent a change in the RFP or any of its terms, will not be considered as an authorized change. Any action on the part of Supplier taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

8 WARRANTIES AND COVENANTS.

8.01 Patent, Trademark, Copyright, and Trade Secret. Supplier warrants that the Services, and all goods and work associated therewith do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold TBARTA, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Agreement. TBARTA shall promptly notify Supplier of any such claim. TBARTA makes no warranty that the production, sale or use of goods or services under this Agreement will not give rise to any such claim and TBARTA shall not be liable to Supplier for any such claim brought against Supplier. If any invention, improvement, or discovery of the Supplier is conceived or first actually reduced to practice in the course of providing the Services under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Supplier agrees to notify the TBARTA immediately and provide a detailed report. The rights and responsibilities of the Supplier and TBARTA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

8.02 Covenants against Gratuities. Supplier warrants that he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of TBARTA with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of contract.

9 ASSIGNABILITY AND SUBCONTRACTING.

9.01 The terms and provisions of this Contract shall be binding upon TBARTA and Supplier their respective partners, successors, heirs, executors, administrators, assigns and legal representatives.

9.02 Written Approval Required. The rights and obligations of Supplier may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without TBARTA's prior written consent. Supplier may



subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subcontractor by TBARTA.

9.03 Responsibility for Subcontractor. If Supplier's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Supplier shall complete or pay to have completed the work which the assignee or Subcontractor failed to complete at no additional cost to TBARTA. In the event of any noncompliance by any of the subcontractors, Supplier shall be directly and wholly responsible for the noncompliance and shall bear all attributable costs.

9.04 Assignment by TBARTA. TBARTA may assign its rights and obligations under this Contract to any successor to the rights and functions of TBARTA or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent TBARTA deems necessary or advisable under the circumstances.

9.05 E-Verify. Supplier shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Supplier throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Supplier, regardless of compensation, to perform work on the services provided pursuant to this Contract.

10 DELAY IN PERFORMANCE/FORCE MAJEURE.

10.01 Time of the Essence. The timely receipt of services and deliveries to TBARTA is essential. If all deliverables are not received on time, TBARTA may cancel the unfilled portion of this Agreement for cause, purchase substitute requirements elsewhere, and recover from Supplier any increased costs and damages thereby incurred by TBARTA.

10.02 Force Majeure. Supplier shall be entitled to a reasonable extension of time from TBARTA for the delays resulting from damage to Supplier's and/or TBARTA's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions, power failures, riots, acts of war, strikes or lockouts beyond the control of Supplier and its subcontractor ("Force Majeure"). Any delay other than one mentioned above shall constitute a breach of Supplier's obligations under the Contract Documents.

10.03 Unavoidable Delay. If completion of any requested service, and all deliverables thereunder, is unavoidably delayed, TBARTA may extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Supplier's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Supplier, its subcontractor, or its suppliers or their agents; was substantial; and, in fact, caused Supplier to miss delivery dates and could not adequately have been guarded against by contractual or legal means.



10.04 Notification. Supplier will notify TBARTA as soon as Supplier has, or should have, knowledge that an event has occurred which will delay completion of a requested service. Within five (5) working days, Supplier will confirm such notice in writing, furnishing as much detail as is available and including any request for extension of time. Supplier shall supply, as soon as such data is available, any reasonable proofs that are required by TBARTA to make a decision on any request for extension. TBARTA will examine the request and any documents supplied by Supplier and will determine if Supplier is entitled to an extension and the duration of such extension. TBARTA will notify Supplier of its decision in writing. It is expressly understood and agreed that Supplier will not be entitled to any extension and the granting of such extension is in the sole discretion of TBARTA. It is further expressly understood that Supplier shall not be entitled to any damages or compensation, and will not be reimbursed for any losses, on account of delays resulting from any cause.

11 TERMINATION OF AGREEMENT.

This Agreement may be terminated with or without cause and without penalty in accordance with the provisions below.

11.01 Without Cause. If TBARTA determines that it is in its best interest to do so, TBARTA may terminate this Agreement without cause or penalty upon thirty (30) days' written notice to Supplier. If TBARTA terminates this Agreement pursuant to this subsection, Supplier shall promptly submit to TBARTA its costs to be paid on work performed up to the time of termination. If Supplier has any property belonging to TBARTA in its possession, Supplier shall account for the same and dispose of it as directed by TBARTA.

11.02 With Cause. TBARTA may terminate this Agreement with cause and without penalty at any time immediately upon written notice to Supplier, if: (1) Supplier fails to fulfill or abide by any of the terms or conditions specified in the Contract; (2) Supplier fails to perform in the manner called for in this Contract; or (3) Supplier does not provide services in accordance with the requirements of the specifications in this Contract. In its sole discretion, TBARTA may allow Supplier an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, TBARTA's written notice of termination to Supplier shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Supplier may terminate this Agreement for cause if TBARTA fails to fulfill or abide by any duties or conditions specified in the Contract, provided that Supplier must first provide notice of the alleged breach to TBARTA and give TBARTA thirty (30) days written notice to cure the alleged breach. If TBARTA cures the alleged breach or is making a good faith effort to cure said breach during the thirty (30) day cure period, Supplier may not terminate this Agreement.



11.03 Re-procurement. Should this Agreement be terminated by TBARTA for cause under this Section, Supplier shall be liable for all expenses incurred by TBARTA in re-procuring elsewhere the same or similar items or services offered by Supplier.

11.04 Appropriation. In the event TBARTA, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Supplier under this Agreement, TBARTA shall notify Supplier of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to TBARTA.

11.05 Waiver of Remedies for any Breach. In the event that TBARTA elects to waive its remedies for any breach by Supplier of any covenant, term or condition of this Agreement, such waiver by TBARTA shall only be valid if set forth in writing and shall not limit TBARTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

12. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.

12.01 Disputes. Supplier's disputes arising in the performance of this Agreement shall be decided in writing by TBARTA's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Supplier mails or otherwise furnishes a written appeal to TBARTA's Chief Executive Officer. In connection with any such appeal, Supplier shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of TBARTA's Chief Executive Officer shall be binding upon Supplier and Supplier shall abide by the decision.

12.02 Performance During Dispute. Unless otherwise directed by TBARTA, Supplier shall continue performance under this Agreement while matters in dispute are being resolved.

12.03 Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by TBARTA or Supplier shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12.04 Attorneys' Fees. In the event of legal action or other proceeding arising under this Agreement, TBARTA shall be entitled to recover from Supplier all its reasonable attorneys' fees and cost incurred by TBARTA in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings filed by or against Supplier. TBARTA also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys'



fees and costs, as well as in determining the amount of attorneys' fees and costs due to TBARTA. The reasonable costs to which TBARTA will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, Supplier and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

13. INDEMNIFICATION

13.01 Indemnification. The parties recognize that Supplier is an independent Supplier. Supplier agrees to assume liability for and indemnify, hold harmless, and defend TBARTA, its board members, officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, whether or not due to or caused by the negligence of TBARTA, its board members, officers, employees, agents, and/or attorneys excluding only the sole negligence of TBARTA, its officers, employees, agents, and attorneys. This includes claims made by the employees of Supplier against TBARTA, and Supplier hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Supplier's liability hereunder shall include all attorneys' fees and costs incurred by TBARTA in the enforcement of this indemnification provision. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which TBARTA is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

13.02 Control of Defense. Subject to the limitations set forth in this provision, Supplier shall assume control of the defense of any claim asserted by a third party against TBARTA arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at Supplier's expense. Supplier shall have the right, at its option, to participate in the defense of any third party claim, without relieving Supplier of any of its obligations hereunder. If Supplier assumes control of the defense of any third party claim in accordance with this paragraph, Supplier shall obtain the prior written consent of TBARTA before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Supplier shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by TBARTA and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of TBARTA, be detrimental in any material respect of TBARTA's reputation; (ii) the third party claim seeks an injunction or equitable relief against TBARTA; or (iii) Supplier has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.



14. INSURANCE

The Supplier must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below prior and prior to the recommendations for award. Failure to provide insurance within a ten (10) day period following a determination or recommendation of the selected Supplier may result in TBARTA vacating the original determination or recommendation and proceeding with the recommendation of the next responsive, responsible Supplier.

Before beginning work providing the requested Services, the Supplier shall obtain and maintain insurance at his expense. Delays in commencement due to failure to provide satisfactory evidence of insurance shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work commenced as scheduled. In the event of the Supplier has Subcontractors perform any portion of the work in this contract; either the Supplier shall name those Subcontractors as "additional insured" or each Subcontractor shall be required to have the same insurance requirements as the Supplier. Insurance must be maintained throughout the entire term of their contract, insurance of the types and in the amounts set forth. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced or termination of the Contract. Delays in completing work resulting from failure of the Supplier to maintain insurance shall not extend deadlines. For projects with a "Completion Operation Exposure", the Supplier shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance" Any penalties and failure to perform assessments shall be imposed as if the work had not been suspended

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. Within ten (10) calendar days after the Supplier's receipt of notice of the award, the Supplier shall email properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of TBARTA's Purchasing/Risk Management Division. A copy of the additional insured endorsement(s) for Commercial General Liability needs to be attached to the certificates. If the Supplier has been approved by the Florida State Department of Labor, as an authorized self-insured for Workers' Compensation, TBARTA's Purchasing/Risk Management Division shall recognize and honor such status. The Supplier may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Supplier's Excess Insurance Program. If the Supplier participates in a self-insurance fund, updated financial statements may be required upon request, such self-insurance fund shall only be accepted, at the sole discretion of TBARTA, and only if TBARTA finds the financial statements to be acceptable. The Supplier shall provide to TBARTA's Purchasing/Risk Management Division, satisfactory evidence of the required insurance by, either:

- A Certificate of Insurance with the additional insured endorsement
- A Certified copy of the actual insurance policy.
- The Most Recent Annual Report or Audited Financial Statement (Self-Insured Retention (SIR) or deductible exceeds \$100,000)



TBARTA, at its sole option, has the right to request a certified copy of policies required by this contract. Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to the Authority, if requested by the Authority, Supplier shall, within thirty (30) days after receipt of a written request from the Authority, provide the Authority with a certified copy or certified copies of the policy or policies providing the coverage required herein. Supplier may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required herein.

The acceptance and approval of the Supplier's Insurance shall not be construed as relieving the Supplier from liability or obligation assumed under this contract or imposed by law. TBARTA, Board Members, Officers and Employees will be included "Additional Insured" on all policies, except Workers' Compensation and Professional Liability coverage.

Should at any time the Supplier not maintain the insurance coverage's required of this Contract, TBARTA may either cancel or suspend delivery of goods or services as required by Supplier or, at its sole discretion, shall be authorized to purchase such coverage and charge the Supplier for such coverage purchased. All contracted agencies shall be under no obligation to purchase such insurance or be responsible for the coverage's purchased or the responsibility of the insurance company/companies used. The decision of all contracted agencies to purchase such insurance coverage's shall in no way be construed to be a waiver of their rights.

Any certificate of insurance evidencing coverage provided by a leasing company for either workers' compensation or commercial general liability shall have a list of employees certified by the leasing company attached to the certificate of insurance. TBARTA shall have the right, but not the obligation to determine that the Supplier is only using employees named on such a list to perform work on the jobsite. Should employees not be named be utilized by the Supplier, the Supplier has the option to work without penalty until TBARTA identify proof of coverage or removal of the employee by the Supplier occurs, or alternately find the Supplier to be in default and takes over the protective measures as needed.

The insurance provided by Supplier shall apply on a primary basis to any insurance or self-insurance maintained by any participating agency. Any insurance, or self-insurance, maintained by a participating agency shall be excess of, and shall not contribute with, the insurance provided by Supplier.

Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by Supplier shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, TBARTA may permit the application of a deductible or permit Supplier to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. In such instances, Supplier shall pay on behalf of the TBARTA's board members, officers or employees, any deductible or self-insured retention applicable to a claim against the TBARTA's their board members, officer(s) or employee(s).

Waivers



All insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of TBARTA, from Supplier and Supplier will ensure the compliance with any subcontractors.

Service Project Specific Insurance Requirements - The Following policies and minimum coverage shall be maintained throughout the entire term of this contract which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

Commercial General Liability Insurance: Including, but limited to, Independent Supplier, Supplier Liability Premises/Operations, Completed Operations, and Personal Injury. Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. TBARTA, their board members, officers, and employees shall be added as an: "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 "(Additional Insured-Owners, Lessees, or Suppliers).

Minimum required Commercial General Liability coverage will include:

- (i) Premises Operations
- (ii) Products and Completed Operations
- (iii) Blanket Contractual Liability
- (iv) Personal Injury Liability
- (v) Expanded Definition of Property Damage

The minimum limits of \$1,000,000 per Occurrence

- \$3,000,000 Aggregate

An Occurrence Form Policy is preferred. If coverage is a Claims Made Policy, provisions should include for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of three (3) years following the expiration of this contract.

Vehicle Liability Insurance - Recognizing that the work governed by the Contract Documents requires the use of vehicles, the Supplier, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-owned, and Hired vehicles and with the minimum limits at \$1,000,000 Combined Single Limit (CSL).

This policy should not be subject to any aggregate limit.

Workers' Compensation Insurance:



Prior to beginning work, the Supplier shall obtain Workers' Compensation Insurance with must have limits sufficient to meet the requirements of Florida Statutes Limits per Chapter 440. The Supplier shall maintain throughout, and will remain in force during the term of this contract for all employees engaged in work under this contract.

The Employers' Liability Insurance with limits no less than:

- \$1,000,000 Bodily Injury by Accident
- \$1,000,000 Bodily Injury by Disease, policy limits
- \$1,000,000 Bodily Injury by Disease, each employee.

The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against the all participating agencies, and their respective officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with all participating agencies, and their officers and employees scheduled thereon.

Professional Liability Insurance:

Professional Liability-Recognizing that the work governed by this Contract involves the furnishing of advice or services of a professional nature, the Supplier shall purchase and maintain throughout the life of the Supplier, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Supplier arising out of work governed by this contract.

The minimum limits of liability shall be:

- \$1,000,000 per occurrence
- \$3,000,000 Aggregate

If coverage is provided on a claims made basis, the Supplier agrees to maintain such Professional Liability Insurance, as described herein, for a period of at least three (3) years following the conclusion of this contract, or purchase an extended claims reporting period of three (3) years following the expiration of this contract.

15. MISCELLANEOUS PROVISIONS

15.01 Access to Records

- a. Supplier agrees to provide TBARTA, the U.S. Secretary of Transportation, the Comptroller General of the United States, or their duly authorized representatives with access to all books, documents, papers and records of Supplier which are directly pertinent to this Contract, for the purposes of making audits, examinations, excerpts and transcriptions.



- b. Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Supplier agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Supplier agrees to maintain same until TBARTA, the U.S. Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

15.02 Reports and Record Retention

- a. Reports: Supplier agrees to provide to TBARTA reports as requested.
- b. Record Retention: Supplier agrees that, during the course of the Services and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to these requested Services.

15.03 False or Fraudulent Statements and Claims

- a. Supplier recognizes that the requirements of the Program Civil Remedies Act of 1986, as amended, 31 U.S.C. subsection 3801 et seq. and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with the Services. Accordingly, by signing the contract, Supplier certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make pertaining to the contract. In addition to other penalties that may apply, Supplier also acknowledges that if it makes a false, fictitious or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on Supplier to the extent the federal government deems appropriate.

15.04 Interest of Members of or Delegates to Congress

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to receive any benefit there from.

15.05 15.05 Lobbying Certification

During the term of this Agreement Supplier agrees to comply with the provisions of 31 USC section 1352, which prohibit the use of Federal funds for lobbying by any official or employee of any Federal agency, or member of employee of Congress; and requires Supplier to disclose any lobbying of any official or employee of any Federal agency, or member or employee of Congress in connection with Federal assistance. Supplier agrees to comply with U.S. DOT regulations, "New Restrictions on Lobbying", 49 CFR Part 20 and include these requirements in any subcontract which exceeds \$100,000.



- a. Supplier and all Subcontractors in receipt of contracts exceeding \$100,000 shall submit Standard Form LLL quarterly to TBARTA. Supplier shall also submit with each request for payment 1) a list of each Supplier and Subcontractor that is subject to the Lobbying Certification, 2) certifications or evidence of certification for all Subcontractors, 3) information regarding material changes in the previous certifications or disclosures, and, 4) Standard Form LLL or evidence that the form was previously submitted to TBARTA.
- b. TBARTA will not make any payment to Supplier or a subcontractor which 1) does not comply with this Section, or, 2) is not in compliance with the above-cited federal requirements.

15.06 Debarment and Suspension

Supplier agrees to comply with U. S. Department of Transportation regulations, "Government Debarment and Suspension (Non-procurement)", 49 CFR Part 29, and otherwise comply with the requirements of those regulations. This includes the requirement of Supplier to submit the Certification Of Primary Supplier Regarding Debarment, Suspension, And Other Responsibility Matter for all projects when the total aggregate value of the Contract exceeds \$100,000 and to submit a Certification Of Lower Tier Participation Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusions for each Subcontractor which will have a financial interest in the Services provided hereunder which exceeds \$25,000 or will have a critical influence on or a substantive control over the Services.

- a. During the term of this Agreement, Supplier agrees to immediately notify TBARTA of any potential subcontractor that is subject to this provision and to submit the appropriate certification prior to award of a subcontract; and any information that its certification or certification of its subcontractors was erroneous when submitted; and any information that certifications have become erroneous by reason of changed circumstances.
- b. Supplier shall submit with each request for payment a list of all subcontractors performing work under the Contract Documents which have a financial interest in the Services which exceeds \$25,000 or have had a critical influence on or substantive control over the Services and submit evidence that the appropriate certificate has been submitted and that they remain valid.
- c. TBARTA will not make payment to Supplier or a Subcontractor that does not comply with this Section, or is not in compliance with the above-cited federal requirements.

15.07 Civil Rights Requirements

- a. Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Supplier agrees that it will not discriminate



against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Supplier agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- b. Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:
 - i. Race, Color, Creed, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Supplier agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Services. Supplier agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Supplier agrees to comply with any implementing requirements FTA may issue.
 - ii. Age: In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Supplier agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Supplier agrees to comply with any implementing requirements FTA may issue.
 - iii. Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Supplier agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Supplier agrees to comply with any implementing requirements FTA may issue.
 - iv. Supplier also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.



15.08 Venue and Jurisdiction

The Contract Documents shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. Supplier and TBARTA consent to jurisdiction over them and agree that venue for any state action shall lie solely in the Sixth Judicial Circuit in and for Hillsborough County, Florida, and for any federal actions shall lie solely in the U.S. District Court, Middle District of Florida, and Tampa Division.

15.09 Entire Agreement

The Contract Documents, including all exhibits, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, proposals and/or understandings. There are no representations or warranties unless set forth in the Contract Documents.

15.10 Notices

All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested, addressed to the following:

To TBARTA: Tampa Bay Area Regional Transit Authority Attn: Director of Procurement 3201 Scherer Drive St. Petersburg, FL 33716	To Supplier: _____ _____ _____ _____
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With required copy to:
Sangita Land, Chief Compliance Officer
3201 Scherer Drive
St. Petersburg, FL 33716

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section 16.03.

15.11 Severability

If any one or more of the provisions of the Contract Documents shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and the Contract Documents shall be treated as though that portion had never been a part thereof.

15.12 Modification



The Contract Documents may not be amended or altered without prior written approval by TBARTA. Supplier shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract Documents and signed by TBARTA.

15.13 Headings and Section References

The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

15.14 Authorization

Both parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the parties executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

SUPPLIER:

TBARTA:

By: _____
Duly Authorized Designee

By: _____
Brad Miller, CEO

WITNESS:

Approved as to form:

By: _____

By: _____

RFP-TBARTA-002

Auditing Services Question and Answer

1. Q. Why are you going out to bid at this time?

A. TBARTA's FY18 ended on September 30, 2018. TBARTA is required by State statute to perform an annual financial audit, which must be completed, approved by TBARTA committee and board, and submitted to State agencies by June 30, 2019.

2. Q. Is the incumbent auditor expected to bid?

A. TBARTA will not respond on behalf of the incumbent.

3. Q. What do you look for/value in an audit firm?

A. Expertise in federal and state audit requirements, make internal recommendations, transparency, and the ability to establish a productive and mutually beneficial work relationship and communication between client and auditor and have the resources to provide skills to TBARTA that may be needed.

4. Q. How long are the auditors typically at your offices?

A. On-site time is typically 1-2 weeks, but can vary depending on whether there is a federal and/or state single audit required.

5. Q. Do the auditors typically identify any journal entries during the audit? If so, how many?

In the past the auditors have identified journal entries during the audit. At this time I do not have the documentation on the number of entries. However, TBARTA now has qualified accounting staff resources that will assist TBARTA and the goal is to have no audit adjustments.

6. Q. What were the 2017 audit fees?

A. Regular financial audit was \$11,500.

7. Q. Do you foresee any significant changes to the federal grant activity (in terms of the programs that you have or the level of spending for current programs)?

A. Three federal grants ended in FY18. There will be federal grants for FTA Section 5307 funds in the future that will trigger a single audit.