



# HILLSBOROUGH COUNTY AVIATION AUTHORITY

INVITATION TO BID

FOR

ORACLE SOFTWARE LICENSES AND SUPPORT

SOLICITATION NUMBER: 12-534-002

ISSUE DATE: December 14, 2011

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## **INTENT AND PURPOSE**

The intent and purpose of this Invitation to Bid (ITB) is for the purchase of new Oracle Software Licenses and one year of Support. Hillsborough County Aviation Authority (Authority) currently uses Oracle E-Business Suite release 11.5.10.2, database version 11g. The Authority will be upgrading the Oracle applications to the current version of R12 in 2013.

## **INSTRUCTIONS TO BIDDERS**

### **1. Preparation of Bids**

- A. All bids received must be on the forms furnished by the Authority. All blank spaces in the bid forms must be correctly filled in where indicated and the bidder must state the price(s) in ink or typewritten, both in words and numerals. The words, unless obviously incorrect, will govern. In case of errors in the extension of bid prices, the unit prices will govern. All erasures or corrections in the bid documents must be initialed in ink by the bidder.
- B. The bid must be signed in ink by an authorized signatory of the bidder and submitted in duplicate. If the bid is offered by an individual, the individual's name, office and post office address must be shown. If offered by a firm or partnership, the name, office, and post office address of each member of the firm or partnership must be given. If offered by a corporation, the person signing the bid must give the name of the state under the laws of which the corporation is chartered, and the name, title, and business address of the president, secretary and the treasurer. Anyone signing a bid as agent must submit evidence of authority to legally bind the firm or corporation.
- C. If the bidder is not incorporated in Florida, evidence of proper authorization to do business in Florida must be included with the bid.

### **2. Rejection of Bids**

Bids containing any omission, alterations of form, additions or conditions not requested, conditional or alternate bids unless requested, incomplete bids, or bids otherwise regular which are not accompanied by a cashier's check or acceptable collateral, when required, will be considered irregular and may be rejected. The Authority reserves the right to waive any irregularities, technicalities or formalities and make the award in the best interest of the Authority. The Authority may, at its discretion, reject any or all bids.

### **3. Delivery of Bid**

- A. This entire bid package must be returned intact. Bids may be hand delivered to the Authority's procurement agent up to the time of bid opening. Each bid submitted must be placed in a sealed opaque envelope plainly marked on the outside of the envelope with the description of the project and bid number as given in the ITB and with the name and address of the bidder. All bids submitted by mail must be enclosed in an additional envelope. No bid will be considered unless received on or before the time and at the place designated in the ITB. The Authority will not be responsible for delays caused by the United States Postal Service or any other deliverer of the bid, or for any delay caused by any other occurrence. Bids received after the specified opening time will be returned to the bidder unopened.
- B. Sealed bids will be received from bidders by the Authority at Tampa International Airport Offices located at 4100 George J. Bean Parkway, Suite 3311, Landside Terminal, 3rd Floor, Blue Side, Tampa, Florida 33607 for **Oracle Software Licenses and Support, until 2:00 p.m., January 6, 2012**, at which time all bids received will be publicly opened and read aloud in the Lobby Conference Room B, Suite 2400, Tampa International Airport, 4160 George J. Bean Parkway, Service Building, 2nd Floor, Red Side, Tampa, Florida 33607.

### **4. Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **5. Drug-Free Workplace Program Certification**

In accordance with Section 287.087, Florida Statutes, whenever two or more bids are equal, preference will be given to the bid received from a business that certifies it has implemented a drug-free workplace program. Established procedures for processing equal bids will be followed if none or all of the equal bidders have a drug-free workplace program.

## **6. Bid Protests**

Failure to follow the bid protest policy set out in the Hillsborough County Aviation Authority's policies constitutes a waiver of your protest and resulting claims. A copy of the bid protest policy may be obtained by contacting the Authority via telephone at 813-870-8700 or via mail to Hillsborough County Aviation Authority, Post Office Box 22287, Tampa, Florida 33622. The policy is also available on the Authority's website ([www.tampaairport.com](http://www.tampaairport.com)).

## **7. Consideration of Bid Responses and Award of Contract**

The award of a contract will be to the lowest responsible bidder whose qualifications indicate the award will be in the best interest of the Authority and whose bid complies with the prescribed requirements. No award will be made until the Authority has concluded such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the bidders in accordance with the contract documents to the satisfaction of the Authority within the time prescribed. The Authority reserves the right to reject the bid of any bidder who does not pass such investigation to the Authority's satisfaction.

## **8. Award of Contract**

The Authority reserves the right to accept and award item by item and/or by group, or in the aggregate. After award, a contract will be executed and entered into by the successful bidder and the Authority. No contract is binding upon the Authority until it has been executed by the Authority and delivered to the successful bidder.

## **9. Default by Bidder**

Failure of the successful bidder to perform or execute a contract will be just cause for the Authority to annul the award. Award may then be made to the next best-qualified bidder, or re-advertised, or handled in the best interest of the Authority. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Authority. The Authority reserves the right to recover damages from successful bidders not executing a contract or not performing after the award of such contract.

## **10. Withdrawal of Bids**

A bidder, upon written request, will be given permission to withdraw their bid no later than the time set for bid opening in the ITB. In such event, the bid will be returned to the bidder unopened.

**11. Public Opening of Bids and Public Records**

Bids will be publicly opened and read aloud on the time and place set forth in the ITB. All bid documents will become public records at the time the Authority provides notice of a decision to award the Contract or 30 days after bid opening, whichever is earlier.

**12. Special Accommodation**

Any person requiring a special accommodation at the bid opening because of a disability or physical impairment should call the Authority's Procurement Department at (813) 870-8730 or (813) 870-8733 at least 48 hours prior to the bid opening.

**13. Government Entities**

Unless otherwise stipulated by the successful bidder, the successful bidder agrees to make available to all governmental agencies, authorities, departments, and municipalities the bid prices submitted with the successful bid, should any governmental agencies, authorities, departments, and municipalities desire to buy under the successful bid.

The Authority will not be responsible for any transactions between the successful bidder(s) and governmental agencies, authorities, departments, and municipalities that may elect to utilize the successful bid. All terms, prices and conditions of the successful bid will apply between the bidder(s) and any other governmental agencies, authorities, departments, and municipalities utilizing the bid. NOTE: THE QUANTITIES ESTIMATED IN THIS BID ARE FOR THE AUTHORITY ONLY.

**14. Interpretations**

Each bidder must carefully examine the specifications, bid documents, and all addenda or other revisions and become thoroughly familiar with the detailed requirements prior to submitting a bid. Should a bidder find a discrepancy, ambiguity, or omission from the bid documents, or should the bidder be in doubt as to their meaning, a written request for a clarification or interpretation must be submitted to the individual set forth below. To be given consideration, such requests must be received by **December 28, 2011**. The Authority will send a written addendum or responses to all bidders, as appropriate. All addenda sent to bidders will become a part of the contract documents and the bidder must acknowledge receipt of all addenda in subsection "A" below. In case any bidder fails to acknowledge receipt of any such addendum in the space provided in the bid form, their bid will nevertheless be construed as though the addendum had been received and receipt of same acknowledged. All inquiries/requests will be directed to:

Tim Shoby, CPPO/CPPB  
Purchasing and Materials Manager  
Hillsborough County Aviation Authority  
Tampa International Airport  
Post Office Box 22287  
Tampa, Florida 33622  
Email-tshoby@tampaairport.com  
Telefax: (813) 870-8787  
Telephone: (813) 870-8730

No allowance will be made after bids are received for any oversight by a bidder.

A. Addendum Acknowledgment

Bidder acknowledges receipt of the following described addenda:

Addendum No. \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**15. Disqualification**

The Authority may disqualify an otherwise qualified bid for any of the following:

- A. Submission of more than one bid for the same services or equipment by an individual, firm, partnership, or corporation under the same or different names.
- B. Evidence of collusion among bidders.
- C. Previous participation in collusion while proposing to a government entity.
- D. Violation of Florida Statute Section 287.133 pertaining to public entity crime.

**16. Indemnification**

To the fullest extent permitted by law, Bidder agrees to protect, reimburse, indemnify and hold Authority, its agents, employees, and officers, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including but not limited to reasonable attorney’s fees) and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with Bidder’s performance under the awarded Contract, Bidder’s use or occupancy of the Premises, Bidder’s acts, omissions or operations hereunder or the performance, non-performance or purported performance of the awarded Contract.

In addition to the duty to indemnify and hold harmless, Bidder will have the duty to defend the Authority, its agents, employees, and officers from all liabilities, claims,

expenses, losses, costs, fines and damages (including but not limited to reasonable attorneys' fees) and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with Bidder's performance under the awarded contract, Bidder's use or occupancy of the Premises, Bidder's acts, omissions or operations hereunder or the performance, non-performance or purported performance of the awarded contract. The duty to defend under this Section is independent and separate from the duty to indemnify, and the duty to indemnify and duty to defend exist regardless of any ultimate liability of Bidder, the Authority, and any indemnified party. The duty to defend arises immediately upon written presentation of a claim to Bidder.

Bidder recognizes the broad nature of these indemnification, hold harmless, and duty to defend clauses, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by Authority in support of this indemnification in accordance with laws of the State of Florida. This clause will survive the termination of the awarded contract. Compliance with the insurance requirements as set forth herein will not relieve Bidder of its liability or obligation to indemnify Authority as set forth in this Section.

**17. Woman and Minority Owned Business Enterprise (W/MBE)  
Assurance**

It is the policy of the Authority that Woman and Minority Business Enterprises (W/MBEs) as defined herein will have full and fair opportunities to compete for and participate in the performance of non-federally funded contracts or in the purchase of goods and services procured by the Authority. Business concerns certified as Disadvantaged Business Enterprises under the Florida Unified Certification Program (DBEs) and Woman and Minority-Owned Business Enterprises certified with Hillsborough County, City of Tampa, or State of Florida Office of Supplier Diversity (OSD) will be eligible to participate on Authority funded contracts as a W/MBE. In advancing this opportunity for W/MBEs, neither the Authority nor those bidders doing business with the Authority will discriminate on the basis of race, color, national origin, religion or sex in the award and performance of any Authority contract. The Authority will take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of Authority contracts.

Under its W/MBE policy and program, the Authority will recognize and encourage W/MBEs to participate as prime contractors or as subcontractors in its construction contracts, architectural and engineering contracts, professional services contracts, and goods and services purchases and contracts. No specific expectancy for participation by W/MBEs has been established in this ITB. However, bidders will be strongly encouraged to utilize W/MBEs to perform commercially useful functions of the work required in this ITB. At the time of bids, qualified bidders will be encouraged to propose W/MBE participation with their bid. W/MBE firms must be currently certified as W/MBE firms with Hillsborough County, City of Tampa, State of Florida OSD or certified under the Florida Unified Certification Program (UCP) as a DBE firm and listed in the directories of the respective agency. Please see Attachment No. 1.

A directory of certified DBEs and links to the various agency websites that have directories of certified W/MBEs are also available on the Authority's website at

[www.TampaAirport.com](http://www.TampaAirport.com). Additional assistance may be obtained by calling the Authority's DBE Program Manager at (813) 870-8738.

## **18. Cone of Silence**

The Authority has established a cone of silence to be applied to all competitive procurement processes, including this ITB. The cone of silence will be imposed beginning with the advertisement for this ITB and will end upon selection of the successful bidder by the Authority's Board of Directors. The cone of silence prohibits any communications regarding this ITB between:

- a. A potential bidder and Authority staff, except for communications with the Authority procurement agent or contracting officer responsible for administering this ITB, provided the communication is strictly limited to matters of process or procedure; and
- b. A potential bidder and an Authority Board member.

Unless specifically provided otherwise, the cone of silence does not apply to:

- a. Communications with the Authority's Legal Affairs Department;
- b. Oral communications at the bid opening;
- c. Oral communications during any duly noticed Board meeting;
- d. Communications relating to bid protests made in accordance with the Authority's Bid Protest Policy; and
- e. Communications with the Authority's DBE Program Manager.

Any communications regarding matters of process or procedure from a potential bidder must be submitted to Tim Shoby, Purchasing and Materials Manager, as follows:

- by mail at Tampa International Airport, Post Office Box 22287, Tampa, FL 33622;
- by courier at Tampa International Airport, 4100 George J. Bean Pkwy, Suite 3311, Tampa, FL 33607;
- by email at [tshoby@TampaAirport.com](mailto:tshoby@TampaAirport.com);
- by telephone at 813-870-8730; or
- by fax at 813-870-8787.

Any violation of the cone of silence will render voidable the bid, as well as any awarded contract.

**19. Insurance Terms and Conditions**

The selected Bidder must provide the insurance coverage and limits as outlined below:

A. Insurance Terms and Conditions

The following minimum limits and coverages will be maintained by the selected Bidder throughout the term of the awarded contract. In the event of default on the following requirements, the Authority reserves the right to take whatever actions deemed necessary to protect its interests. Liability and Property policies, other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that the Authority is an additional insured.

B. Required Coverages – Minimum Limits

1) Workers' Compensation and Employer's Liability

The minimum limits of Workers' Compensation/Employer's Liability insurance (inclusive of any amount provided by an umbrella or excess policy) are:

|                                   |                   |
|-----------------------------------|-------------------|
| Part One (Workers' Compensation): | Florida Statutory |
| Part Two (Employer's Liability):  |                   |
| Each Accident                     | \$100,000         |
| Disease – Policy Limit            | \$500,000         |
| Disease – Each Employee           | \$100,000         |

2) Commercial General Liability

The minimum limits of Commercial General Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering liability resulting from, or in connection with, operations performed by, or on behalf of, the selected Bidder under the awarded contract, or the use or occupancy of the Authority premises by, or on behalf of, the selected Bidder are:

|                                   |                   |
|-----------------------------------|-------------------|
|                                   | Contract Specific |
| General Aggregate                 | \$1,000,000       |
| Each Occurrence                   | \$1,000,000       |
| Personal and Advertising Injury   | \$1,000,000       |
| Products and Completed Operations | \$1,000,000       |

3) Business Automobile Liability Insurance

The minimum limits of Business Auto Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering all owned, hired and non-owned vehicles are:

|   |             |
|---|-------------|
| Each Occurrence – Bodily Injury and Property<br>Damage Combined | \$1,000,000 |
|---|-------------|

4) Professional Liability

Such insurance will cover the Selected Bidder for those sources of liability arising out of the rendering of or failure to render professional services in the performance under the awarded contract. The insurance will include coverage for liability contractually assumed by the Selected Bidder under the awarded contract.

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this awarded contract will be:

|                  |             |
|------------------|-------------|
| Each Occurrence  | \$1,000,000 |
| Annual Aggregate | \$1,000,000 |

**BID AFFIDAVIT**

The following affidavit will be executed in order that your Bid may be considered:

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

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

\_\_\_\_\_, of lawful age, being first duly sworn, deposes and says: That it executed the accompanying Bid on behalf of the Bidder named herein, and that it had lawful authority so to do, and said Bidder has not directly or indirectly entered into any agreement, express or implied, with any entity or person, having for its object the controlling of the price or amount of such Bid or any Bids, the limiting of the Bid or Bidders, the parceling or farming out of any contract or to other persons of any part of the contract or any of the subject matter of the Bids, or of the profits thereof, and that it has not and will not divulge the sealed Bid to any person whomsoever, except those having a partnership or other financial interest with them in said Bid or Bids, until after the sealed Bid or Bids are opened.

Signed By: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_ By: \_\_\_\_\_  
Notary Public (Signature)

[Affix Corporate Resolution if not signed by the President or Vice President of the Company]

## **DRUG-FREE WORKPLACE FORM**

The undersigned, in accordance with Section 287.087, Florida Statutes, hereby certifies that  
\_\_\_\_\_ does:

(Name of Business)

1. Publish a statement (“Published Statement”) 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 prohibited acts.
2. Inform employees about the dangers of drug abuse in the workplace, the business’ 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 Published Statement specified in section 1 above.
4. In the Published Statement, notify employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the Published Statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute Chapter 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 days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this certification.

As the person authorized to sign the statement, I certify that this firm complies fully with the requirements of Section 287.087, Florida Statutes, including the above requirements.

\_\_\_\_\_  
Bidder’s Signature

\_\_\_\_\_  
Date

## **BID FORM**

By signing this Bid, the bidder agrees that this Bid is made without any understanding, contract, or connection with any other person, firm or corporation making a Bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. The bidder, by submitting this Bid, does hereby acknowledge its acceptance of each and every term and condition of the Bid documents, attached hereto, and any and all Addenda submitted by the Authority to the bidder, and upon notification by Authority of Authority's acceptance of its Bid, bidder does hereby agree to execute an original contract without change. Bidder will sign bid in ink in the space provided below. Unsigned Bids will be considered incomplete and subject to rejection.

Bidder guarantees that the software licenses and support supplied hereunder will be capable of the performance set forth in the specifications referred to herein, and agrees to make such changes, adjustments, or replacements as are necessary to meet the guarantee, at no cost to the Authority.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THIS BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOLLOWING SPECIFICATIONS, AND IF AWARDED THE BID BY THE AUTHORITY, THE SAME WILL BE INCORPORATED INTO THE CONTRACT BETWEEN BIDDER AND AUTHORITY.

COMPANY NAME (PRINTED): \_\_\_\_\_

AUTHORIZED REPRESENTATIVE (PRINTED): \_\_\_\_\_

SIGNED (IN INK): \_\_\_\_\_  
(Member of firm or person authorized to sign bids for corporation)

SIGNED NAME ABOVE, PRINTED OR TYPED: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

PO BOX: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

CITY & STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

## COST

| Oracle Licenses   | Metric            | Quantity | Licensing | 1 Year Support |
|---|-------------------|----------|-----------|----------------|
| Oracle Application Testing Suite (OATS) Functional Testing Accelerator for E-Business Suite | Named User Plus   | 3        | \$ _____  | \$ _____       |
| OATS Functional Testing   | Named User Plus   | 3        | \$ _____  | \$ _____       |
| OATS Test Manager   | Named User Plus   | 3        | \$ _____  | \$ _____       |
| OATS Load Testing Controller  | Processor         | 2        | \$ _____  | \$ _____       |
| OATS Load Testing   | Named User Plus   | 100      | \$ _____  | \$ _____       |
| OATS Load Testing Accelerator for E-Business Suite  | Named User Plus   | 100      | \$ _____  | \$ _____       |
| Oracle iProcurement   | Application User  | 200      | \$ _____  | \$ _____       |
| Oracle Internet Expenses  | Expense Reports   | 200      | \$ _____  | \$ _____       |
| User Productivity Kit   | UPK Developer     | 3        | \$ _____  | \$ _____       |
| User Productivity Kit   | UPK User          | 200      | \$ _____  | \$ _____       |
| Oracle Procurement Contracts for Oracle Purchasing  | Application User  | 10       | \$ _____  | \$ _____       |
| Oracle Services Procurement for Oracle Purchasing   | Application User  | 10       | \$ _____  | \$ _____       |
| Oracle Database EE  | Named User Plus   | 50       | \$ _____  | \$ _____       |
| E-business suite  | Professional User | 25       | \$ _____  | \$ _____       |
| Oracle Sourcing for Oracle Purchasing   | Application User  | 10       | \$ _____  | \$ _____       |
| <b>TOTAL</b>  |                   |          | \$ _____  | \$ _____       |
| <b>GRAND TOTAL LICENSING PLUS 1 YEAR SUPPORT</b>  |                   |          |           | \$ _____       |

- Available to other Government public entities
- Bidding on Total Amount Bid Basis

### **REQUIRED SUPPORTING DOCUMENTATION**

The following required information (submitted in duplicate) is included and made part of the Bid response:

- Manufacturer's Specification Sheets/Brochures
- Workers' Compensation Certificate or Worker's Compensation Waiver
- Completed IRS Form "W-9"
- Applicable Trade License(s)
- On-line Business and Supplier Registration confirmation form (see below).
- Other: Woman and Minority Owned Business Enterprise Assurance and Participation Letter of Intent, if applicable, Attachment No. 1

### **BUSINESS AND SUPPLIER REGISTRATION**

Bidders are required to register with the Authority's Online Business and Supplier Registration prior to submitting a bid. The registration application is located on the Authority's website at [www.tampaairport.com](http://www.tampaairport.com) under "Airport Business." For general questions on the application process, contact Christina Hostetler at 813-870-8796.

### **SALES TAX**

**Hillsborough County Aviation Authority is exempt from the payment of State of Florida Sales Tax.**