

HILLSBOROUGH COUNTY
AVIATION AUTHORITY



REQUEST FOR PROPOSALS
("RFP")

EMPLOYEE ASSISTANCE PROGRAM

July 27, 2009

HILLSBOROUGH COUNTY AVIATION AUTHORITY
PROPERTIES AND CONTRACTS ADMINISTRATION
DIANE PRYOR-VERCELLI, SR. DIRECTOR

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HILLSBOROUGH COUNTY AVIATION AUTHORITY

REQUEST FOR PROPOSALS

FOR

EMPLOYEE ASSISTANCE PROGRAM
TAMPA INTERNATIONAL AIRPORT

The Authority is seeking qualified firms or individuals desiring to be considered for this project. The RFP documents will be available on the Authority's website July 27, 2009, at www.tampaairport.com; Airport Business, Notice of Solicitations. For questions regarding the RFP contact Debbie Northington at 813-870-7805.

REGISTER YOUR BUSINESS NOW!

To receive automated e-mail notifications of future business opportunities, please visit the Authority's website and register using the Authority's Business and Supplier Registration Program

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1.0 Description

This summary is intended only to provide prospective companies with a brief familiarization with Hillsborough County Aviation Authority ("Authority") and to generally advise of future plans. The Authority does not guarantee the exact accuracy of the statistics herein or that future statistics will be similar.

The Hillsborough County Aviation Authority ("Authority"), a public body corporate, issues this Request for Proposal for Employee Assistance Program ("RFP") to obtain the services of a qualified and experienced company ("Company") to provide employee assistance program services, including, at a minimum, private and confidential counseling to the Authority's employees and their dependents ("EAP").

The Authority currently provides EAP services to its approximately 590 employees through Total Employee Assistance and Management, Inc. ("TEAM"). The term of the agreement expires December 31, 2009. TEAM receives a capitation fee of \$3.85 per month and an annual administration fee of 15% based on the annual cost of the EAP program. TEAM provides clients with unlimited visits on a case-by-case basis.

The selected Company will be expected to provide on-going services as outlined in Section 5.0, Scope of Services. In addition, the successful Company will be required to execute an Agreement for Professional Services ("Agreement"), a sample of which is attached hereto as Attachment 1, Sample Agreement, and made a part hereof. The Agreement will have a three year term with two one-year options to renew and will incorporate the selected Company's proposal, scope of services and other pertinent requirements and details.

All proposals that meet the minimum qualifications listed in Section 2.0, Minimum Qualifications, will be evaluated by a technical evaluation committee and selected and approved by the Authority's Board. As part of this RFP process, the Authority will conduct interviews with each Company. The specific individual that is proposed to be the primary designated representative for the Company ("Company's Representative") will be expected to attend and take a lead role in the interview. The evaluation process is outlined in Section 3.0, Technical Evaluation.

Proposed rates should not include commissions, finder's fees, etc. All rates must be quoted net of commissions. The Authority will not recognize any representations from any agent or broker without a written documentation from a principal of the underlying insurer authorizing agent/broker to represent the insurer and to submit a proposal on its behalf. The Authority reserves the right to rename any agents of record at any time.

2.0 Minimum Qualifications

The following minimum requirements have been established as a basis for determining the eligibility of the Company to be considered in this RFP process. A proposal will be considered non-responsive and will not be evaluated unless sufficient documentation is provided to determine whether the Company meets the following requirements:

the Authority's Executive Director. The Executive Director will present the findings and a recommendation to the Authority's Board at the October 1, 2009 Board meeting. The Board will then make a final selection for contract negotiation and award.

Results of the Committee's evaluation will be sent to the Companies at least seven days prior to the October 1, 2009 Board meeting.

The Authority reserves the right to modify this schedule during the RFP process with at least five days written notice by email to the Companies.

3.04 Contract Execution

The Authority will transmit to the selected Company copies of the actual agreement for execution. The Company agrees to deliver two duly executed agreements to Authority within seven days from the date of receipt of said notice and agreements.

4.0 Solicitation Schedule

The following schedule has been established for this selection process:

Scheduled Item	Scheduled Date
RFP posted on Authority website	Monday, July 27, 2009
Pre-proposal conference	Thursday, August 6, 2009 at 10:00 a.m., Authority Boardroom
Question/clarification deadline	Thursday, August 20, 2009
Final Addenda, if any posted to Authority's Website	Monday, August 24, 2009
Response deadline	Friday, September 4, 2009, no later than 2:00 p.m. EDT
Technical Evaluation	September 8-10, 2009
Interviews	September 10, 2009 (TBD)
Selection and Award by Authority Board	Thursday, October 1, 2009

5.0 Scope of Services

Upon request by Authority, the Company will be required to provide, at a minimum, the services listed below.

5.01 General Services

- A. Provide initial and annual consultation with key Authority officials.
- B. Train Authority's supervisors, including, at a minimum:
 1. Introduction to the EAP;
 2. Recognition of employee personal performance problems;

3. Interviewing skills and methods for making EAP referrals;
 5. Privacy and confidentiality issues; and
 6. Recognizing substance abuse in the workplace.
- C. Make a brief presentation to employees to familiarize them with the EAP services.
- D. Provide materials to maximize awareness in the workplace and promote access to EAP services and support.

5.02 Counseling Services

- A. The Company will provide:
1. Professional, advance degreed and state licensed/certified counselors;
 2. Response to all calls or requests for assistance by telephone counseling or timely appointment;
 3. Direct short-term counseling in cases where an employee's and/or dependent's problem(s) can be resolved within a short-term counseling model;
 4. Referral for an employee and/or dependent, when necessary, to longer-term counseling services, facilities or to a community resource for the treatment of the employee's and/or dependent's problem;
 5. Follow-up for continuing support, as necessary;
 6. A 24-hour telephone "Crisis Line" which will be listed on all promotional materials;
 7. Individual client case management and advocacy services for chemical abuse/dependency and mental health problems; and
 8. A utilization report with demographic information only and, to insure confidentiality, the report is limited to the following information:
 - A. Number of employees using EAP;
 - B. Number of client contacts;
 - C. Demographics and types of problems identified; and
 - D. Number and types of referrals made.
- B. The Company will not be required to provide the following services:
1. psychiatric service;
 2. psychological testing;
 3. detoxification;
 4. long-term psychotherapy;
 5. specialized mental health treatment of autism, dyslexia or mental retardation; and
 6. child psychiatric services/testing of inpatient, day treatment, residential or halfway house service for chemical dependency or mental health problems.

6.0 Fees and Payment

The selected Company will be paid fees as proposed by the Company in Section 10, TAB 7, of this RFP. It is understood that all EAP services will be provided to employee's dependents at no additional fee.

7.0 Term of Agreement

The term of the Agreement is anticipated to commence on January 1, 2010 and continue through December 31, 2012 with two one-year options to renew at the sole option of Authority, for a final termination date of December 31, 2014. The Authority may, without cause, terminate the Agreement by giving 30 days' written notice to the Company.

8.0 General Terms and Conditions

8.01 Binding Offer

A Company's proposal will remain valid for a period of 90 days following the proposal deadline and will be considered a binding offer to perform the required services, assuming all terms are satisfactorily negotiated. The submission of a proposal shall be taken as prima facie evidence that the Company has familiarized itself with the contents of the RFP.

8.02 Insurance

The selected Company must provide the insurance coverages and limits as outlined below:

1. Insurance Terms and Conditions

The following minimum limits and coverages will be maintained by the Company throughout the term of the Agreement. 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.

2. Required Coverage's – Minimum Limits

A. Workers Compensation and Employer's Liability Insurance

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

B. 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 Company under this Agreement or the use or occupancy of the Authority premises by, or on behalf of, the Company are:

	<u>Agreement Specific</u>
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000

C. Professional Liability

The minimum limits of Professional Liability insurance covering all work of the Company without any exclusions unless approved in writing by the Authority will remain in force for a period of three years following termination of the Agreement. The minimum limits of coverage are:

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

D. 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 Damage Combined	\$1,000,000
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3. Conditions of Acceptance

The Agreement will incorporate by reference the Authority's Operating Directive concerning contractual insurance terms and conditions in effect as of the date of the Agreement as may be amended from time to time.

8.03 Public Entity Crimes

In accordance with Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

8.04 Compliance

Companies shall comply with all Authority, local, state and federal directives, orders, policies and laws as applicable to this proposal and subsequent agreement.

8.05 Non-Exclusivity of Agreement

The successful Company understands and agrees that any resulting contractual relationship is non-exclusive and the Authority reserves the right to contract with more than one Company or seek similar or identical services elsewhere if deemed in the best interest of the Authority.

8.06 Collusion

More than one proposal from the same Company under the same or different names will not be considered. Reasonable grounds for believing that a Company is submitting on more than one proposal will cause the rejection of all proposals in which Company is involved. Those proposals will be rejected if there is reason for believing that collusion exists among Companies, and no participant in such collusion will be considered in any future proposals for the provision of services for the next six months following the date of the proposal submission.

8.07 Hold Harmless

The selected Company shall hold the Authority harmless from and against all suits, claims, demands, damages, actions and/or causes of action of any kind or nature in any way arising from activities of the Company on and off the Airport and shall pay all expenses in defending any claims made against the Authority as a result of Company's activities in accordance with the Indemnification Article in the Agreement.

8.08 Governance

If any of the language or information in this RFP conflicts with language in the Agreement as prepared by the Authority, the language of the final Agreement, as executed, will govern.

8.09 Public Disclosure

All proposals and other materials or documents submitted by Company in response to this RFP will become the property of the Authority. The Authority is subject to the open records requirements of Florida Statute 119, and as such, all materials submitted by Company to Authority are subject to disclosure. Company specifically waives any claims against Authority related to the disclosure of any materials if made under a public records request.

8.10 Protest Policy

Failure to follow the bid protest policy set out in the Authority's policies constitutes a waiver of Company's protest and resulting claims. A copy of the bid protest policy is available on the Authority's website (www.tampaairport.com).

8.11 Woman and Minority-Owned Business Enterprise (W/MBE) Participation

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 (W/MBEs) 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 companies 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 RFP. However, companies are strongly encouraged to propose participation by W/MBEs to perform commercially useful functions of the work required in this RFP by submitting a completed letter of intent for each proposed M/WBE. Proposed W/MBE firms must be certified with the appropriate agencies at the time proposals are received. 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. Additional assistance may be obtained by calling the DBE Program Manager at (813) 870-8738.

EACH AGREEMENT THE AUTHORITY EXECUTES WITH COMPANY (AND EACH SUBCONTRACT COMPANY EXECUTES WITH A SUBCONTRACTOR) MUST INCLUDE THE FOLLOWING CLAUSE:

Prime Company's W/MBE Assurance: The bidder/proposer, contractor, supplier/vendor and subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The bidder/proposer, contractor, supplier/vendor or subcontractor will carry out applicable requirements of the Authority's W/M/DBE policies and programs in the award and administration of Authority contracts. Failure by the bidder/proposer, contractor, supplier/vendor or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

8.12 Disclosure of Authority Records

Since the Authority owns the documents generated by the Company pursuant to the Agreement, the Company agrees that it shall not, without written approval by the Authority, disclose publicly said records.

8.13 Agent Appointment

The Authority's current agent is Arthur J. Gallagher & Company ("Gallagher"), 2600 McCormick Drive, Suite 300, Clearwater, FL 33759. Gallagher will be providing consultant services to the Authority in relation to this RFP. The Authority reserves the right to change its agent of record through the initial term and any subsequent renewal periods.

9.0 Response Requirements and Proposal

Companies are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposals sent by facsimile (FAX) or e-mail will NOT be accepted. Any proposal received after **2:00 p.m.(EDT) on September 4, 2009** will be deemed unresponsive and will be returned to the Company unopened.

The Company shall carefully review and address all of the evaluation factors outlined in this RFP as well as respond to *all* questions contained in Section 10.0, Outline Format for Proposal. In order to be considered, Company must be able to demonstrate that it meets the minimum qualifications established in the RFP. Failure by Company to provide documentation necessary to demonstrate that it meets the minimum qualifications will cause the Company's proposal to be rejected as non-responsive.

9.01 Number of Proposals

1 Original (clearly marked "ORIGINAL"),
5 Copies (clearly marked "COPY"), and
1 Portable media copy (compact disk or flash drive).

9.02 Delivery of Proposals

The Authority's office is open Monday through Friday, 8:30 a.m. to 5:00 p.m., EDT, excluding major holidays.

The delivery of the proposal to the Authority prior to the deadline is solely and strictly the responsibility of the Company. ***The proposal delivery deadline is September 4, 2009, at 2:00 p.m. (EDT).*** Proposals must be delivered to the physical location listed below. This location is not serviced by the U.S. Postal Service via regular mail. The Authority will in no way be responsible for delays caused by delivery services or for delays caused by any other occurrence. If you have any questions concerning the delivery of your proposal, please call Debbie Northington at (813)870-7805.

All proposals shall be sealed and labeled as follows:

**SEALED PROPOSAL:
Employee Assistance Program**

Proposals must be delivered as follows:

Hand Delivery: Attn: Debbie Northington, Contracts Manager
Properties & Contracts Administration
Hillsborough County Aviation Authority Office
Tampa International Airport
Landside Terminal, 3rd Floor, Blue Side
4100 George J. Bean Pkwy., Suite 3311
Tampa, Florida 33607

(Proposals will be given a time/date receipt by Authority staff.)

9.03 Execution of Proposal

The proposal shall be executed by a Company, or an official of the Company authorized to do so as stated in this RFP under Section 10.0, Outline Format for Proposal, TAB 13, Acknowledgement of Proposal Required.

9.04 Preparation of Proposals

All questions must be completed in full, as a condition of the RFP. Proposals shall be:

- typed
- double-spaced
- each page numbered at the bottom
- one side of the paper only
- stapled or otherwise bound
- assembled in organized sections
- contain a table of contents
- each section **TABBED** with a title and section number for each **TAB**

9.05 RFP Process

The RFP shall in no manner be construed as a commitment on the part of the Authority to award a contract. The Authority reserves the right to reject any or all proposals; to waive minor irregularities in the RFP process or in the responses thereto; to re-advertise this RFP; to postpone or cancel this process; select and procure parts of services; to change or modify the RFP schedule at any time; and to negotiate an Agreement with another qualified Company if an Agreement can not be negotiated with the selected Company or if the selected Company's performance does not meet the requirements in this RFP and/or Agreement.

9.06 Cost of Preparation

All costs associated with preparing and delivering a proposal to this RFP and any interviews shall be borne entirely by the Company. The Authority will not compensate the Company for any expenses incurred by the Company as a result of this RFP process.

9.07 RFP Compliance

It is the responsibility of each Company to examine carefully this RFP and to judge for itself all of the circumstances and conditions which may affect its proposal. Any data furnished by the Authority is for informational purposes only and is not warranted. Company's use of any such information shall be at Company's own risk. Failure on the part of any Company to examine, inspect, and to be completely knowledgeable of the terms and conditions of the RFP and Agreement, operational conditions, or any other relevant documents or information shall not relieve the selected Company from fully complying with this RFP. Proposals submitted early by Companies may be withdrawn or modified prior to the proposal deadline. Such requests must be in writing. Modifications received after the proposal deadline will not be considered.

9.08 Requests for Interpretation or Clarification

No oral interpretation or clarification of the RFP will be made to any Company. If discrepancies or omissions are found by any prospective Company, or there is doubt as to the true meaning of any part of the RFP, a written request for a clarification or interpretation must be submitted by email as follows: DNorthington@TampaAirport.com. It is the responsibility of the Company to verify the Authority received the request. ***To be given consideration, such requests must be received by August 20, 2009.***

9.09 Addenda

All such interpretations and any supplemental instructions will be in the form of a written addendum or clarification and will be posted on the Authority's website by August 24, 2009. The Company will be responsible for including any such addenda in its submitted proposal. Failure of any Company to receive any such addendum or clarification shall not relieve said Company from any obligation contained therein.

9.10 Warranty

The Company warrants that the proposal submitted is not made in the interest of or on behalf of any undisclosed party; that the Company has not, directly or indirectly, induced any other Company to submit a false proposal; or that Company has not paid or agreed to pay to any party, either directly or indirectly, any money or other valuable consideration for assistance or aid rendered or to be rendered in attempting to procure the contract for the privileges granted herein.

9.11 Opening

There will be no "formal" proposal opening for this RFP. Proposals will be opened and evaluated, after the published *proposal deadline of 2:00 p.m. (EDT) on September 4, 2009*, at the Hillsborough County Aviation Authority Office, Tampa International Airport, Landside Terminal, 3rd Floor, Blue Side, Tampa, Florida 33622. See Section 3.0 Technical Evaluation, for further information.

9.12 Supplemental Information

The Authority reserves the right to request any supplementary information it deems necessary to evaluate Company's experience or qualifications and/or clarify or substantiate any area contained in the Company's proposal. This will include a scheduled interview.

10.0 Outline Format for Proposal

All information requested below must be provided in full, as a condition for consideration in this RFP process. Proposals shall be:

- typed and double-spaced
- each page numbered at the bottom
- one side of the paper only
- bound in a three-ring locking binder
- contain a table of contents
- assembled in organized sections
- each section of the proposal must be **TABBED** with a section title

Company shall submit the following information:

TAB 1—Company's Information

1. Company's Legal Name
2. State of Incorporation: (if applicable)
3. Phone Number
4. Principal Office Address
5. Ownership: individual, partnership, corporation or other.
6. Does Company provide services to anyone related to or employed by Authority, including Authority's Board members? ___ Yes ___ No
If yes, explain.

TAB 2—Company's Representative's Information

This person will serve as the primary contact during this RFP process and is expected to attend and take a lead role in the interview. In addition, this person will be the Authority's primary contact for issues/questions during the term of the Agreement.

1. Name
2. Title
3. Phone Number
4. Fax Number
5. E-Mail Address
6. Office Address
7. Provide a resume for Company's Representative that includes, at a minimum, the last 10 years of employment

TAB 3—Minimum Qualification Documentation

The Company must demonstrate that it meets the minimum qualifications for this RFP. Failure to provide the information may result in rejection of the proposal. The following information must be provided to determine if the Company meets the minimum qualifications for this RFP:

1. Provide information documenting the Company has provided similar services as described in this RFP to at least two organizations similar in size in terms of number of employees to the Authority, within the past three years (from at least July 1, 2004 to present). Include at a minimum, the following:
 - A. Name of client the Company provided the service to
 - B. Address of client
 - C. Contact person with client
 - D. Phone number of contact person
 - E. List date the Company began to provide similar services to the client
 - F. List date the Company ceased to provide similar services to the client
 - G. Number of employees
 - H. Services provided
2. Provide information documenting the Company maintains a network of providers that are located in the Tampa Bay Area. Include at a minimum the number of providers located in Hillsborough and Pinellas Counties.

TAB 4—Company Qualifications and Experience

1. Provide a detailed explanation of the Company's experience in providing similar services to those listed in Section 5, Scope of Services, to companies/agencies similar in size in terms of numbers of employees to the Authority.
2. Provide the number of years Company has provided EAP services in the Tampa Bay Area.
3. Provide an organizational chart for Company. Outline the various positions and how they relate to the other positions in the organization. Include titles, names and physical location of staff.
4. List all staff members that are proposed to provide service to the Authority.
5. Provide a resume for each staff member listed that includes, at a minimum, work history, type of experience in the insurance industry and qualifications.

TAB 5—Proposed Program Design

1. Does the proposed EAP provide live, immediate telephone crisis counseling 24 hours per day, seven days a week?
2. What is the average time between the initial call to the EAP for an appointment with a counselor and the actual appointment?
3. Is short-term counseling available via telephone?
4. How many counseling sessions are provided in the short-term counseling model?
5. How does the Company follow-up on and manage client cases?
6. Describe the referral process for longer-term counseling services.
7. Do providers have state licenses/certifications?
8. Describe the education level(s) of your providers.
9. List any other design features offered by the proposed program.

TAB 6—Management and Administration

1. Describe the Company's implementation plan.
2. Is the Company available to make a brief presentation to employees, including all shifts, to familiarize them with the EAP services?
3. Describe the training program for supervisors.
4. Describe the mandatory management referrals process.
5. Will the EAP provide on-site assistance for the identified needs of the workplace?
6. How often will utilization reports be provided?
7. What information is included in utilization reports?

8. Provide a sample utilization report.
9. What materials does the EAP provide to maximize awareness in the workplace and promote easy access to EAP services and support? Provide samples.

TAB 7—Cost

The rate should be net of any outside agent commissions.

1. Provide the proposed cost for the EAP services provided:
Proposed cost:_____
2. Will fees be billed on a monthly or quarterly basis?
3. If price is guaranteed beyond one year (preferably for two or three years), explain.

TAB 8—W/MBE Participation Documentation (if any)

No specific expectancy for participation by W/MBEs has been established in this RFP. However, Company is strongly encouraged to propose participation by W/MBEs to perform commercially useful functions of the work required in this RFP. Provide the following information on any proposed W/MBE participation:

- A. Name of W/MBE.
- B. Copy of the W/MBE or DBE letter of certification.
- C. A completed Attachment 3, Letter of Intent, for each W/MBE firm proposed to be used during the term of the contract.

TAB 9—Supplemental Information

Company may submit any supplemental information it deems important to the evaluation of the proposal, including any unique or specialized services not specifically addressed or considered in the RFP. Any supplemental information or attachments provided by Company must also indicate, on each page, the item in this RFP to which it pertains.

TAB 10—Exceptions

Company must thoroughly review the RFP, its attachments and **Sample Agreement**. In the event that a Company desires to take exception to any term or condition set forth in the RFP, its attachments or **Sample Agreement**, said exceptions must be clearly identified and listed in this TAB.

— No, the Company has no exceptions to the RFP, its attachments and **Sample Agreement**. (This means that the Company, if selected, is prepared to sign Sample Agreement as written.)

— Yes, the Company has exceptions to the RFP, its attachments or **Sample Agreement**. The Company has listed the exceptions below.

NOTE: If the Company proposes changes to material terms that are unacceptable to the Authority, the requested changes may result in an inability to finalize an agreement.

TAB 11—Addenda Required Attachment

All issued addenda to this RFP are required to be attached under this TAB and executed by the Company.

TAB 12—Agent or Broker Documentation

If proposer is an agent or broker, provide written documentation from a principal of the underlying insurer authorizing agent/broker to represent the insurer and to submit this proposal. The principal must have authority to bind the insurer during the proposal and contracting process.

TAB 13—Acknowledgement of Proposal Required

The submittal of this proposal is a duly authorized, official act of the Company and the undersigned officer of the Company is duly authorized and designated by resolution of the Company to execute this proposal on behalf of and as the official act of the Company, this ____ day of _____, 2009.

ATTESTED BY:	BY:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name)	(Print Name)
_____	_____
(Title)	(Title)

Employee Assistance Program RFP
Attachment 1, Sample Agreement

AGREEMENT FOR PROFESSIONAL SERVICES
AT
TAMPA INTERNATIONAL AIRPORT

Company Name

Board Date: _____

Prepared by:
Properties and Contracts Department
Debbie Northington
Hillsborough County Aviation Authority
P.O. Box 22287
Tampa, Florida 33622

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HILLSBOROUGH COUNTY AVIATION AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (hereinafter referred to as "Agreement"), made and entered into this ____ day of _____ 2009 between the Hillsborough County Aviation Authority, a public body corporate under the laws of the state of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (hereinafter referred to as "Authority"), and _____, a _____(state) corporation, authorized to do business in the state of Florida, (hereinafter referred to as "Company"), collectively hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, Authority owns and/or operates the public airports in Hillsborough County, specifically Tampa International Airport (hereinafter referred to as "Airport"); and

WHEREAS, Authority advertised a request for proposal for to provide employee assistance program services (hereinafter referred to as "RFP") to provide private and confidential counseling to the Authority's employees and their dependents; and

WHEREAS, Company responded to Authority's RFP and Authority has found that Company is qualified to provide employee assistance program services (hereinafter referred to as "EAP"); and

WHEREAS, Company agrees to provide such services to Authority.

NOW, THEREFORE, the parties hereto mutually agree and covenant that Company will render the following services and other services as may be requested from time to time.

ARTICLE 1

RECITALS

The above recitals are true and correct and are incorporated herein.

ARTICLE 2

SERVICES

2.1 Scope of Services

Upon request by Authority, Company agrees to provide the services required under this Agreement as outlined below:

A. General Services

1. Provide initial and annual consultation with key Authority officials.
2. Train Authority's supervisors, including, at a minimum:
 - a. Introduction to the EAP;
 - b. Recognition of employee personal performance problems;
 - c. Interviewing skills and methods for making EAP referrals;
 - d. Privacy and confidentiality issues; and
 - e. Recognizing substance abuse in the workplace.
3. Make a brief presentation to employees to familiarize them with the EAP services.
4. Provide materials to maximize awareness in the workplace and promote access to EAP services and support.

B. Counseling Services

1. The Company will provide:
 - a. Professional, advance degreed and state licensed/certified counselors;
 - b. Response to all calls or requests for assistance by telephone counseling or timely appointment;
 - c. Direct short-term counseling in cases where an employee's and/or dependent's problem(s) can be resolved within a short-term counseling model;
 - d. Referral for an employee and/or dependent, when necessary, to longer-term counseling services, facilities or to a community resource for the treatment of the employee's and/or dependent's problem;
 - e. Follow-up for continuing support, as necessary;
 - f. A 24-hour telephone "Crisis Line" which will be listed on all promotional materials;
 - g. Individual client case management and advocacy services for chemical abuse/dependency and mental health problems; and
 - h. A utilization report with demographic information only and, to insure confidentiality, the report is limited to the following information:
 1. Number of employees using EAP;
 2. Number of client contacts;
 3. Demographics and types of problems identified; and
 4. Number and types of referrals made.
2. The Company will not be required to provide the following counseling services

under this Agreement:

- a. psychiatric service;
- b. psychological testing;
- c. detoxification;
- d. long-term psychotherapy;
- e. specialized mental health treatment of autism, dyslexia or mental retardation; and
- f. child psychiatric services/testing of inpatient, day treatment, residential or halfway house service for chemical dependency or mental health problems.

2.2. Insurance Verification

There is no out-of-pocket expense to Authority's employees or dependents for the use of EAP services. If extended counseling is needed, medical insurance plan provisions, such as deductibles, co-insurance or co-pays would apply. Company is not responsible for providing medical insurance verification nor is Company responsible for any extended treatment costs or any cost whatsoever covered or not covered by insurance. It is the EAP client's responsibility to verify their insurance eligibility, coverage, and to pay any and all deductibles, co-insurance, co-pays and/or costs associated with counseling/treatment rendered by, or through, treatment providers.

2.3 Legal Issues

Company cannot be involved in any capacity with legal problems such as appearing in court for divorce or custody cases; writing reports for the courts for any legal purposes; or with issues concerning the employer, employee or any bargaining agency or union issues.

2.4 Authority's Representative

Authority will be represented by the Executive Director or a designee of the Executive Director.

2.5 Company's Representative

Company has designated _____ as its primary representative (hereinafter referred to as "Company's Representative"). Company will not change Company's Representative without at least seven days prior written notice to Authority. Authority reserves the right to approve any proposed replacement of Company's Representative, and will require that any proposed replacement have equal or greater qualifications.

ARTICLE 3

TERM

3.1 Effective Date

This Agreement will become effective upon approval and execution by Authority and Company.

3.2 Term

The term of the Agreement commences on January 1, 2010 and will continue until December 31, 2012 unless terminated earlier as provided herein.

3.3 Renewal Option

This Agreement may be renewed at the same terms and conditions hereunder for two one-year periods, if Company is not in default of any terms of this Agreement, at the sole option of the Authority. Such renewal will be effective by letter without formal amendment to this Agreement. If such renewal options are exercised by Company and approved by Authority, this Agreement will have a final termination date of December 31, 2014.

3.4 Early Termination of Agreement

Authority may terminate the Agreement, without cause, by giving 30 days written notice to Company.

ARTICLE 4

COMPENSATION

4.1 Fees

The fee schedule for services provided by Company under this Agreement will be based on (to be completed after RFP process). It is understood that all such services will be provided to employees' dependents as identified by Authority at no additional fee. Fees will be paid on a _____ basis for the total number of current Authority employees and former employees who are eligible for EAP coverage through COBRA-elected benefits during that period.

4.2 Method of Payment

Following full execution of the Agreement, Company will submit to Authority, in a form satisfactory to Authority, an invoice for the first payment to be paid at the onset of the term. Subsequent payments will be paid upon receipt by Authority of invoices from Company.

4.3 Prompt Payment

The Company must pay its subcontractor(s) who have submitted verified invoices for work already performed within ten calendar days of being paid by Authority. Any exception to this prompt payment provision will only be for good cause with prior written approval of Authority. Failure of Company to pay its sub-contractor(s) accordingly will be a material breach of this Agreement.

ARTICLE 5

PROGRAM INFORMATION AND DOCUMENTATION

The Authority agrees and understands that all information associated with the assessment, treatment and/or referral of employees or their dependents is strictly confidential and will not be released or disclosed to Authority or any officer, agent or employee of Authority without the express written approval of the employee in question, except as required by law.

If Company is required to divulge or disclose any such information in testimony, examination or exhibits in any legal or administrative proceeding or a request pursuant to Chapter 119 of the Florida Statutes, Company shall notify the Authority. Authority shall have the right to contest any such request at its own expense.

ARTICLE 6

QUALITY ASSURANCE

Company will be solely responsible for the quality of all work performed under this Agreement. All services furnished by Company or its subcontractors will be performed in accordance with best management practices and professional judgment, in a timely manner, and will be fit and suitable for the purposes intended by Authority. Company's services and deliverables will conform with all applicable federal and state laws, regulations and ordinances.

ARTICLE 7

NON-EXCLUSIVE

Company acknowledges that the Authority has, or may hire, another company to perform work similar to or the same as that which is within the Company's scope of services under this Agreement. Company further acknowledges that this Agreement is not a guarantee of the assignment of any work and that the assignment of work to various companies is solely within the Authority's discretion.

ARTICLE 8
DEFAULT AND TERMINATION RIGHTS

8.1 Events of Default

The following events will be deemed events of default by Company:

- A. The failure or omission by Company to carry out duties under this Agreement or the breach of any terms, conditions and covenants required herein.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by any other agreement between the Authority and Company, and Company's failure to discontinue that business or those acts within 30 days of receipt by Company of Authority's written notice to cease said business or acts.
- C. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets.
- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).
- E. The insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- F. Company's non-compliance with Florida Statute 287.133 – Concerning Criminal Activity on Contracts with Public Entities.

8.2 Authority's Remedies

In the event of any of the foregoing events of default enumerated in Section 8.1, Authority, may immediately terminate Company's rights under this Agreement and Company will remain liable for all damages suffered by Authority. The exercise of this remedy does not preclude the exercise of any other remedies provided by statute or general law.

ARTICLE 9
INDEMNIFICATION

To the fullest extent permitted by law, Company agrees to protect, reimburse, indemnify and hold

Authority, its agents, employees, and officers free and harmless from and against any and all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with Company's presence on or use or occupancy of the Airport; Company's acts, omissions, negligence, activities, operations, professional negligence, or malpractice; Company's performance, non-performance or purported performance of this Agreement; or any breach by Company of the terms of this Agreement, or any such acts, omissions, negligence, activities, operations, professional negligence, or malpractice of Company's officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company, that results in any bodily injury (including death) or any damage to any property, including loss of use, incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency, regardless of whether or not it is caused in whole or in part by the negligence of a party indemnified hereunder.

In addition to the duty to indemnify and hold harmless, Company 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 attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this section is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Company, the Authority, and any indemnified party. The duty to defend arises immediately upon written presentation of a claim to Company.

Company 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 \$10.00 and such other good and valuable consideration provided by Authority in support of this indemnification in accordance with the laws of the state of Florida. This article shall survive the termination of this Agreement. Compliance with insurance requirements under this Agreement shall not relieve Company of its liability or obligation to indemnify, hold harmless and defend the Authority as set forth in this article.

ARTICLE 10 INSURANCE

10.1 Insurance Terms and Conditions

The following minimum limits and coverages will be maintained by Company throughout the term of this Agreement. In the event of default on the following requirements, 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 Authority is an additional insured.

10.2 Limits and Requirements

A. Workers Compensation/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:	"Florida Statutory"
Part Two:	
Each Accident	<u>\$100,000</u>
Disease – Policy Limit	<u>\$500,000</u>
Disease – Each Employee	<u>\$100,000</u>

B. 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, Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, Company are:

	<u>Contract Specific</u>
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000

C. Professional Liability

The minimum limits of Professional Liability insurance covering all work of Company without any exclusions unless approved in writing by Authority will remain in force for a period of three years following termination of the Agreement. The minimum limits of coverage are:

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

D. 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 Damage Combined \$1,000,000

10.3 Conditions of Acceptance

This Agreement incorporates by reference the Authority's Operating Directive concerning contractual insurance terms and conditions in effect as of the date of this Agreement as may be amended from time to time.

ARTICLE 11

INVALIDITY OF CLAUSES

The invalidity of any part, portion, article, paragraph, provision, or clause of this Agreement will not have the effect of invalidating any other part, portion, article, paragraph, provision, or clause thereof, and the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.

ARTICLE 12

NONDISCRIMINATION/AFFIRMATIVE ACTION

Company assures that, in the performance of its obligations hereunder, it will fully comply with the requirements of 14 CFR part 152, subpart E (Nondiscrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, *inter alia*, that no person will be excluded from participating in any employment, contracting or leasing activities covered by such regulations on the grounds of race, creed, color, national origin, or sex. Company, if required by such regulations, will provide assurances to Authority that Company will undertake an affirmative action program or steps for equal employment opportunity and will require the same of its sub-organizations.

Company, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, (1) that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (3) that Company will fully comply with the requirements of 49 CFR part 21 (Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), as amended from time to time.

In the event of breach of any of the above nondiscrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, Authority will have the right to terminate the Agreement and to re-enter as if said Agreement had never been made or issued. The

provision will not be effective until the procedures of Title 49 CFR part 21 are followed and completed, including exercise or expiration of appeal rights.

ARTICLE 13

WOMEN AND MINORITY-OWNED BUSINESS ENTERPRISE

13.1 Authority's Policy

Authority is committed to a program for the participation of Woman and Minority-Owned Business Enterprises (W/MBE) in non-concession, non-federally funded contracting opportunities (hereinafter referred to as "W/MBE Program") in accordance with the Authority's W/MBE Policy and Program adopted December 13, 2007. In advancing Authority's policy, Company agrees to ensure that W/MBEs, as defined in Authority's W/MBE Policy and Program, have the maximum opportunity to participate in the performance of this Agreement. Company will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs are encouraged to compete for and perform subcontracts under this Agreement.

13.2 Non-Discrimination

- A. Company and any subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Company will carry out applicable requirements of the Authority's W/MBE Policy and Program in the award and administration of agreements. Failure by Company to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Authority deems appropriate.
- B. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement, management contract, or subcontract, purchase or lease agreement.
- C. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements.

13.3 W/MBE Participation

- A. W/MBE Goal: No specific goal for W/MBE participation has been established for this Agreement; however, Company agrees to make a good faith effort throughout the term of this Agreement to contract with W/MBE firms certified as a woman-owned or minority-owned business by the City of Tampa, Hillsborough County, the State of Florida Department of Management Services and Supplier Diversity, or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program pursuant to 49 CFR part 26 in the

performance of this Agreement.

- B. W/MBE Termination and Substitution: Company will not terminate a W/MBE for convenience without the Authority's prior written consent. If a W/MBE is terminated by Company with the Authority's consent or because of the W/MBE's default, then Company must make a good faith effort, in accordance with the requirements of Authority's W/MBE Policy and Program, to find another W/MBE to substitute for the original W/MBE to provide the same amount of W/MBE participation.

- C. Monitoring: Authority will monitor the ongoing good faith efforts of Company in meeting the requirements of this article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this article, including, but not limited to, records, records of expenditures, contracts between Company and the W/MBE participant, and other records pertaining to the W/MBE participation plan, which Company will maintain for a minimum of three years following the end of this Agreement. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Agreement to consider whether an adjustment in the W/MBE requirement is warranted.

- D. Prompt Payment: Company agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 10 calendar days from the receipt of each payment Company receives from the Authority. Company agrees further to release retainage payments to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both W/MBE and non-W/MBE subcontractors.

ARTICLE 14

HEADINGS

The headings contained herein, including the table of contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement. If for any reason there is a conflict between content and headings, the content will control.

ARTICLE 15
ASSIGNMENT

Company shall not assign or subcontract this Agreement without the prior written consent of Authority

ARTICLE 16
APPLICABLE LAW AND VENUE

This Agreement will be construed in accordance with the laws of the state of Florida. Venue for any action brought pursuant to this Agreement will be in Hillsborough County, Florida, or in the Tampa Division of the US District Court for the Middle District of Florida.

Company hereby waives any claim against Authority, and its officers, board members, agents, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 17
NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three days after depositing such notice or communication in a postal receptacle, or one day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO AUTHORITY:

(MAIL DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
P.O. Box 22287
TAMPA, FLORIDA 33622-2287
ATTN: EXECUTIVE DIRECTOR

Or

(HAND DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
LANDSIDE BUILDING
3RD FLOOR, BLUE SIDE
TAMPA, FLORIDA 33607
ATTN: EXECUTIVE DIRECTOR

TO COMPANY:

SAME

or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

If the notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is encouraged.

ARTICLE 18
RELATIONSHIP OF THE PARTIES

Company is and will be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Authority will in no way be responsible therefore.

ARTICLE 19
COMPLIANCE WITH RULES AND REGULATIONS

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Airport rules, regulations, policies, procedures and operating directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the Federal Aviation Administration (FAA), or Transportation Security Administration (TSA). If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within ten days of written notice.

ARTICLE 20
CORPORATE TENANCY

If Company is a corporation, the undersigned officer of Company hereby warrants and certifies to Authority that Company is a corporation in good standing, is authorized to do business in the State of Florida, and the undersigned officer is authorized and empowered to bind the corporation to the terms of this Agreement by his or her signature thereto.

ARTICLE 21
TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 22
COMPLETE AGREEMENT

This Agreement represents the complete understanding between the Parties, and any prior agreements, or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Agreement.

ARTICLE 23
MISCELLANEOUS

Wherever used, the singular will include the plural, the plural the singular, and the use of any gender will include both genders.

ARTICLE 24
ORDER OF PRECEDENCE

The documents listed below are a part of this Agreement and hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

1. Terms and Conditions as contained in this Agreement;
2. RFP: Employee Assistance Program;
3. Company's Response RFP: Employee Assistance Program.

(THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this _____ day of _____, 2009.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

BY: _____

Alfred S. Austin, Secretary

Stephen J. Mitchell, Chairman

Address: P.O. Box 22287
Tampa, FL 33622

Address: P. O. Box 22287
Tampa, FL 33622

Signed, sealed, and delivered
in the presence of:

LEGAL FORM APPROVED:

Witness

By: _____

Print Name

Elita Cobbs McMillon
Assistant General Counsel

Witness

Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by Stephen J. Mitchell in the capacity of Chairperson, and by Alfred S. Austin in the capacity of Secretary, of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

(Stamp or seal of Notary)

Signature of Notary

Type or print name of Notary

Date of Commission Expiration (if not on stamp or seal)

COMPANY NAME

Signed in the presence of:

By: _____

Title: _____

Witness

Print Name

Print Name

Print Address

Witness

Print Name

COMPANY

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledge before me this _____ day of _____, 2009,
by _____ in the capacity of _____,
(Individual's Name) (Individual's Title)
at _____, a corporation, on its behalf. _____

(He is / She is) (Personally / Not personally)

known to me and has produced _____
(Form of identification)

(Stamp or seal of Notary)

Signature of Notary

Type or Print name of Notary

Date of Commission Expiration (if not on stamp or seal)

Employee Assistance Program RFP
Attachment 2
Rating Criteria

In accordance with responses requested in the Employee Assistance Program Request for Proposal ("RFP"), the following information is provided in an effort to clearly outline the evaluation criteria that have been established in determining which Company will best contribute to the overall goals of the Authority. Each evaluation area is weighted and may have a possible score ranging from 0-10.

Company's Qualifications and Experience (Evaluation Weighting of 25)

The focus will be on the overall experience of the Company in providing similar services, as described in the RFP. Higher rating will be given for the number of years operating in the Tampa Bay Area; current experience providing similar services to companies/agencies similar in size in terms of numbers of employees to the Authority; and detailed resumes on staff proposed to provide service to the Authority.

Proposed Program Design (Evaluation Weighting of 25)

The focus will be on the overall program design. Higher rating will be given for responsiveness, timely accessibility to counselors and the number of counseling sessions provided in short-term counseling.

Management and Administration (Evaluation Weighting of 20)

The focus will be on the Company's overall management plan. Higher rating will be given for ease of conducting business by the Authority, including the implementation process and the quality of informational literature.

Cost (Evaluation Weighting of 20)

The focus will be on the total proposed cost.

Interviews (Evaluation Weighting of 10)

Primary focus will be on the knowledge demonstrated by the interviewee of the proposed employee assistance program.

Women and Minority-Owned Business Enterprise (W/MBE) (not scored)

The Authority actively encourages participation in this proposal by Authority certified W/MBE firms. The Authority's certified DBE directory can be obtained from the Authority's website at: www.tampaairport.com. Select 'Business Information' and then select 'DBE Directory'. Please contact, the DBE Program Manager at 813/870/8738 for additional assistance. This item will not be scored as part of the rating criteria, but will be referenced in the agenda summary presented to the Authority's Board.

**WOMAN AND MINORITY BUSINESS ENTERPRISE
ASSURANCE AND PARTICIPATION**

Letter of Intent

EMPLOYEE ASSISTANCE PROGRAM RFP TAMPA INTERNATIONAL AIRPORT
--

Name of Prime Company's firm: _____
Address: _____
City: _____
Telephone: _____ FAX _____ E-mail _____

Prime Company's Contract Amount \$ _____

Percentage of Contract Amount performed by Prime Company _____ %

Name of W/MBE firm: _____
Address: _____
City: _____
Telephone: _____ FAX _____ E-mail _____

Identity of W/MBE (e.g. Hispanic, American Indian, Black, Female, etc.) _____

Check the appropriate box if the W/MBE is a material supplier:

Materials and supplies obtained from a W/MBE (counts as 100% towards goal or expectancy)

Description of work to be performed by W/MBE firm: _____

Amount of Subcontract \$ _____

Subcontract Percent of Prime Company's Contract Amount _____ %

Commitment

The Prime Company is committed to utilizing the above-named W/MBE firm for the work described above.

By: _____
(Signature) (Title) (Name of Prime Company Firm) (Date)

Affirmation

The above-named W/MBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature) (Title) (Name of W/MBE Firm) (Date)

If the Prime Company does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation will be null and void.

EACH AGREEMENT THE AUTHORITY EXECUTES WITH THE COMPANY (AND EACH SUBCONTRACT THE COMPANY EXECUTES WITH A W/MBE FIRM) MUST INCLUDE THE FOLLOWING CLAUSE:

Prime Company's W/MBE Assurance: The bidder/proposer, contractor, supplier/vendor and subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The bidder/proposer, contractor, supplier/vendor or subcontractor will carry out applicable requirements of the Authority's W/M/DBE policies and programs in the award and administration of Authority contracts. Failure by the bidder/proposer, contractor, supplier/vendor or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

(Name of Company)

By: _____
(Signature*)

Title: _____

Date: _____

* Must be same signature on proposal.