

HILLSBOROUGH COUNTY
AVIATION AUTHORITY



REQUEST FOR PROPOSALS
("RFP")

EMPLOYEE INSURANCE CONSULTANT SERVICES

July 27, 2009

HILLSBOROUGH COUNTY AVIATION AUTHORITY
PROPERTIES AND CONTRACTS ADMINISTRATION
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HILLSBOROUGH COUNTY AVIATION AUTHORITY

REQUEST FOR PROPOSALS

FOR

EMPLOYEE INSURANCE CONSULTANT SERVICES
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 Insurance Consultant Services ("RFP") to obtain the services of a qualified and experienced company ("Company") to provide consultant services, that include at a minimum, the servicing and placement of its employee medical, dental, life and long term disability insurance benefits ("Insurance Benefits"). In addition, the successful Company may be required to assist the Authority with other employee related insurance benefits and employee assistance programs as deemed necessary by the Authority.

The Authority currently provides to its approximately 590 employees, 76 retirees and their dependents, the following benefits: medical insurance Health Managed Organization ("HMO") and Preferred Provider Organization ("PPO") through Aetna Insurance Company; dental benefits through CIGNA Dental Health, Inc.; group life and accidental death and dismemberment ("AD&D") through Hartford Life and Accident Insurance Company; long term disability insurance through Reliance Standard Insurance Company; and an employee assistance program through Total Employee Assistance and Management, Inc.

The rates paid by the Authority to the providers are net of commission. The insurance coverage term year begins on August 1, 2009.

The selected Company will be expected to provide on-going services for all existing policies and any future policies as outlined in Section 5.0, Scope of Services, place additional policies as requested by Authority, maintain adequate staff and facilities to perform the services required hereunder, maintain and retain records, maintain all required licenses, keep current in the changes in insurance law, meet with Authority personnel to address the Authority's interests and needs in terms of products and services.

The Authority currently utilizes one insurance consultant, Arthur J. Gallagher & Co., and spends \$24,000 per year on insurance consultant services. The successful Company will be paid a fixed monthly fee of \$2,000 to provide the services listed herein. No commissions will be paid.

The successful Company will be required to execute an Agreement for Employee Benefits Insurance Agent 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 assigned to the Authority's account ("Principal Consultant") will be expected to attend and take a lead role in the interview. The evaluation process is outlined in Section 3.0, Technical Evaluation.

2.0 Minimum Qualifications

The following minimum requirements have been established as a basis for determining the eligibility of the Company and the Principal Consultant proposed to be assigned to the Authority's account 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 and the Principal Consultant meet the following requirements:

Company:

- 2.01 The Company has and maintains an office in one of the following counties: Hillsborough, Pinellas, Pasco, Hernando, Polk, Manatee or Sarasota (hereinafter referred to as "Tampa Bay Area"); and
- 2.02 The Company has provided insurance agent services similar to those listed in this RFP to a minimum of three companies/agencies similar in size to the Authority in terms of number of employees, within the past five years (from at least July 1, 2004 to present), with at least one in the public sector; and

Principal Consultant:

- 2.03 The Principal Consultant's office is located in the Tampa Bay Area; and
- 2.04 The Principal Consultant has a 2-15 and/or 2-18 License for Life and Health for the State of Florida; and
- 2.05 The Principal Consultant has acted as an agent servicing policies for a minimum of three companies/agencies similar in size to the Authority in terms of number of employees, within the past five years (from at least July 1, 2004 to present), with at least one in the public sector.

3.0 Technical Evaluation

3.01 Objective

It is the Authority's intention to solicit proposals from qualified Companies; to evaluate proposals; to negotiate terms; and to award a contract to the Company whose proposal is determined to serve in the best interest of the Authority.

3.02 Evaluation and Recommendation

A technical evaluation committee ("Committee") will consist of Authority representatives including a senior level executive and staff members. The Authority reserves the right to request additional information and clarification of any information submitted, including

any omission from the original proposal. All proposals will be treated equally with regard to this item.

The following evaluation criteria have been established to determine which Company will best contribute to the overall goals of the Authority. Each evaluation criteria is further detailed in Attachment 2, Rating Criteria, which is attached hereto and made a part hereof.

- Company's Qualifications and Experience Weight - 25
- Principal Consultant's Qualifications and Experience Weight - 30
- Support Staff Qualifications and Experience Weight - 15
- Services and Approach to Servicing Account Weight - 20
- Interviews Weight - 10

The technical evaluation will be made on the basis of comparative fulfillment of the criteria where 0 is non-responsive and 10 is the highest score. Total scoring is a mathematical extension of the criteria score times weight.

The Authority will schedule interviews as part of its evaluation process. If the Company is invited to interview with the Committee, the person identified in Section 10, Outline Format for Proposal, TAB 2, Principal Consultant's Information, as the Principal Consultant on this project, will play the lead role in the interview. Information from the interview, including content and style, will be part of the evaluation process.

3.03 Selection

The selection and approval of the selected Company will be made by the Authority in accordance with its competitive selection process. The Committee will evaluate proposals on the basis of the guidelines set forth in this RFP and present its findings to 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	Wednesday, August 5, 2009 at 10:00 a.m., Authority Boardroom
Question/clarification deadline	Wednesday, August 12, 2009
Final Addenda, if any posted to Authority's Website	Monday, August 17, 2009
Response deadline	Thursday, August 27, 2009, no later than 2:00 p.m. EDT
Technical Evaluation	September 1—3, 2009
Interviews	September 3, 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. Audit, monitor, and track utilization and efficiency of the Authority's insurance benefits and employee assistance programs.
- B. Consult with Authority staff concerning insurance benefits services or related matters as required by Authority.
- C. Assist in the review of insurance benefits quotes/plans solicited for the Authority.
- D. Attend meetings with Authority staff to assist in answering insurance benefits related questions.
- E. Prepare an annual review and analysis of the Authority's insurance benefits program(s) and claims experience.
- F. Obtain annual quotes from the Authority's existing insurance benefits providers.
- G. Advise the Authority as to changes in insurance law and coverage options.
- H. Assist Authority in handling difficult claims or situations regarding insurance benefits.
- I. Service the insurance benefits policies.

- J. Assist in the development of procurement documents and the selection of an employee assistance program.
- K. Other related insurance benefits services as required by the Authority.

5.02 Procurement Process

The selected Company shall participate in the Authority's procurement process for the selection of insurance benefits coverages. This will include, at a minimum, the following:

- A. Assisting in drafting the procurement documents.
- B. Attending all meetings required for this process.
- C. Obtaining insurance reports and other related documents.
- D. Reviewing all submitted proposals.
- E. Providing a comprehensive analysis of the proposals.

6.0 Fees and Payment

Payment will be a fixed fee of \$2,000 per month to the successful Company for the performance of the services specified herein, including labor, materials, transportation, and other such services. No other charges or costs shall be allowed. **The Company will be prohibited from accepting any payment or commission in connection with the Agreement or for the placement of any insurance coverage for the Authority other than the fixed fee paid by the Authority as the Authority's insurance benefits consultant.**

7.0 Term of Agreement

The term of the Agreement is anticipated to commence on December 1, 2009 and continue through November 30, 2012 with two one-year options to renew at the sole option of Authority, for a final termination date of November 30, 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 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

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.

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 August 27, 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 August 27, 2009, at 2:00 p.m. (EDT).*** Proposals must be delivered to the physical location listed below. 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 Insurance Consultant Services**

Proposals must be delivered as follows:

Hand or Courier 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 Bean Parkway, 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 12, 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 12, 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 17, 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 August 27, 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—Principal Consultant's Information

NOTE: this person will also serve as the primary contact during this RFP process and is expected to attend and take a lead role in the interview.

1. Name
2. Title
3. Phone Number
4. Fax Number
5. E-Mail Address
6. Office Address

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 the address of the Company's office in the Tampa Bay Area.
2. Provide information documenting the Company has provided similar services as described in this RFP to at least three companies/agencies similar in size in terms of number of employees to the Authority with at least one in the public sector, within the past five 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 dates similar services were provided to the client: beginning and ending dates
 - F. Number of employees
 - G. Services provided
3. Provide the address of the Principal Consultant's office in the Tampa Bay Area.
4. Provide a copy of the Principal Consultant's Florida Department of Insurance ID card that includes the Principal Consultant's State of Florida license number.
5. Provide information documenting the Principal Consultant has acted as an agent servicing policies for a minimum of three companies/agencies similar in size in terms of number of employees to the Authority with at least one in the public sector, within the past five years (from at least July 1, 2004 to present). Include at a minimum, the following:
- A. Name of client the Principal Consultant provided the service to
 - B. Address of client
 - C. Contact person with client
 - D. Phone number of contact person
 - E. List dates similar services were provided to the client: beginning and ending dates
 - F. Number of employees
 - G. Services provided

TAB 4—Company Qualifications and Experience

Provide the following information:

1. Provide the number of years Company has been operating in the Tampa Bay Area.
2. Describe the Company's size and number of staff located in the Tampa Bay Area.
3. List the insurance markets the Company can access.
4. Provide an 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.

5. Describe Company's ability to assist Authority staff relating to resolving coverage issues between employees, doctors, hospitals and other providers.
6. List additional services offered by the Company that may be of interest to the Authority.

TAB 5—Principal Consultant’s Qualifications and Experience

Provide a resume of the Principal Consultant that, at a minimum, includes the following information:

1. Educational background that includes specific steps taken to remain current with trends in the insurance industry.
2. Work experience that includes past employment, number of years as an agent in the insurance field and length of time in current position.
3. Explanation of personal knowledge of medical, dental and life insurance markets.
4. Describe Principal Consultant’s ability to perform the following:
 - A. to solicit medical, dental and life insurance coverage;
 - B. to submit periodic marketing reports;
 - C. to service the policy(ies);
 - D. to check the accuracy of various policies and representation of limits of coverage; and
 - E. to respond to questions from Authority.
5. Describe Principal Consultant’s ability to assist Authority staff relating to resolving coverage issues between employees, doctors, hospitals and other providers.

TAB 6—Support Staff Qualifications and Experience

Provide a resume for each member of the Principal Consultant's support staff that would be involved in placing/servicing the Authority’s account. At a minimum, include the following information on each individual:

1. Educational background that includes specific steps taken to remain current with trends in the insurance industry.
2. Work experience that includes past employment and length of time in current position.
3. Explanation of personal knowledge of insurance industry.
4. Describe the role of the support staff person.

TAB 7—Services and Approach to Servicing Account

1. Explain the Principal Consultant’s understanding, responsiveness and approach to the required services.
2. Provide an explanation of the effectiveness of the Principal Consultant’s proposed services.
3. Describe the Principal Consultant’s proposed service innovations.

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:

1. Name of W/MBE.
2. Copy of the W/MBE or DBE letter of certification.
3. 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—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 Insurance Consultant Services RFP
Attachment 1, Sample Agreement

EMPLOYEE INSURANCE CONSULTANT SERVICES AGREEMENT
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
EMPLOYEE INSURANCE CONSULTANT SERVICES AGREEMENT

This Employee Insurance Consultant Services Agreement (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 ("Airport"); and

WHEREAS, Authority advertised a request for proposal to provide employee insurance consultant services ("RFP") to assist the Authority in its operation of medical, dental, life and long term disability insurance employee benefits programs; and

WHEREAS, Company responded to Authority's RFP and Authority has found that Company is qualified to provide such services; and

WHEREAS, Company agrees to provide said 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

- A. Upon request by Authority, Company agrees to provide the services required under this Agreement as outlined below:
1. Audit, monitor, and track utilization and efficiency of the Authority's employee benefits programs.
 2. Consult with Authority staff concerning employee benefits services or related matters as required by Authority.
 3. Assist in the review of employee benefits quotes/plans solicited for the Authority.
 4. Attend meetings with Authority staff to assist in answering employee benefits related questions.
 5. Prepare an annual review and analysis of the Authority's employee benefits program(s) and claims history.
 6. Obtain annual quotes from the Authority's existing employee benefits providers.
 7. Advise the Authority as to changes in insurance law and coverage options.
 8. Assist Authority in handling difficult claims or situations regarding employee benefits.
 9. Service the employee benefits policies; including providing benefits booklets and employee ID cards.
 10. Participate in the Authority's procurement process for the selection of employee benefits coverages, including, at a minimum, the following:
 - a. Assisting in drafting the procurement documents;
 - b. Attending all meetings required for this process;
 - c. Obtaining insurance reports and other related documents;
 - d. Reviewing all submitted proposals; and
 - e. Providing a comprehensive analysis of the proposals.
 11. Other related Employee Benefits services as required by the Authority.
- B. Company agrees to devote its best efforts to Authority's interests.

2.2 Authority's Representative

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

2.3 Company's Principal Consultant

Company has designated _____ as Company's consultant (hereinafter referred to as "Principal Consultant") who will have the authority to act on behalf of Company and provide the consultant services as outlined in Section 2.1 above. The Principal Consultant will not change without at least 30 days prior written notice to Authority. Authority reserves the right to approve any proposed replacement of the Principal Consultant, and will require that, at a minimum, the proposed replacement have equal or greater qualifications as the Principal Consultant being replaced.

2.4 Company/Subcontractor Relationship

Except as may be otherwise provided, Company will not contract with subcontractors to perform any portion of the work provided for in this Agreement without the prior written approval of the Authority. If so approved, the Company will be solely responsible for ensuring that its subcontractors perform pursuant to and in compliance with the terms of this Agreement.

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 December 1, 2009 and will continue until November 30, 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 November 30, 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 Fixed Monthly Fee

- A. As compensation for all services provided herein by Company, including labor, materials, transportation, and other such services, Authority agrees to pay to Company a fixed monthly fee of \$2,000. Said fee will include all professional fees and out-of-pocket expenses. No other charges, fees or costs will be paid by Authority to Company.
- B. For any partial month this agreement is in effect, the fixed monthly fee will be prorated based on the number of days in the month in which the fee is due, in accordance with the fee established herein.
- C. Other than as provided herein, Company will not accept any other payment or commission in connection with this Agreement or for the placement of any insurance coverage for the Authority from any other company or entity.

4.2 Method of Payment

On a monthly basis, by the 10th of the month following the billing month, Company will submit to Authority, in a form satisfactory to the Authority, an invoice for the fixed monthly fee for services performed.

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
OWNERSHIP OF DOCUMENTS

All work product developed under this Agreement is the property of Authority, regardless of the final disposition of the project. Upon termination of this Agreement, Company will transfer, assign and make available to Authority, or Authority's authorized representative, all materials related to the services provided by Company under this Agreement in Company's possession belonging to and paid for by Authority. Company may not use any materials or work products developed under this Agreement for any other purpose without the express written permission of Authority.

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, other brokers or consultants 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 brokers or consultants 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 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. 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

D. 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

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 DISADVANTAGED 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 Insurance Consultant Services;
3. Company's Response RFP: Employee Insurance Consultant Services.

(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:

Witness

LEGAL FORM APPROVED:

Print Name

By: _____

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 Insurance Consultant Services RFP
Attachment 2
Rating Criteria

In accordance with responses requested in the Employee Insurance Consultant Services 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 Consulting Firm 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.

Consulting Firm’s Qualifications and Experience (Evaluation Weighting of 25)

The focus will be on the overall experience of the Consulting Firm in providing similar services, as described in the RFP. Higher rating will be given for the most current and timely experience and for specifically relevant experience relating to resolving coverage issues between employees, doctors, hospitals and other providers.

Principal Consultant’s Qualifications and Experience (Evaluation Weighting of 30)

The focus will be on the overall experience of the Principal Consultant in providing similar services, as described in the RFP. Higher rating will be given for the most current and timely experience and for specifically relevant experience relating to resolving coverage issues between employees, doctors, hospitals and other providers.

Support Staff Qualifications and Experience (Evaluation Weighting of 15)

The focus will be on the overall experience of the Consulting Firm’s staff members in assisting with providing similar services, as described in the RFP. Higher rating will be given for staff with the most current and timely experience and for specifically relevant experience relating to assisting with resolving coverage issues between employees, doctors, hospitals and other providers.

Services and Approach to Servicing Account (Evaluation Weighting of 20)

Primary focus will be on the Consulting Firm and Principal Consultant’s understanding, responsiveness and approach to the required services and the effectiveness of the Principal Consultant’s proposed services.

Interviews (Evaluation Weighting of 10)

Primary focus will be on the knowledge demonstrated by the interviewee of employee insurance plans.

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 INSURANCE CONSULTANT SERVICES 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.