

## HILLSBOROUGH COUNTY AVIATION AUTHORITY

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### **Addendum #2**

Real Estate Appraisal Services  
Tampa International Airport  
Request for Qualifications (RFQ) #09-311-042

A copy of this signed Addendum #2 **must** be included with all submissions.

#### **A. Clarification questions/answers**

The following information is provided as clarification to submitted questions.

1. **QUESTION:** Section 1.0 references “full summary” and “letter of opinion” deliverables. The appraisal industry is full of jargon. It is probably better to reference reporting options provided by USPAP. Please refer to the attached USPAP reporting options.

**ANSWER:** To clarify the terminology in Section 1.0, the deliverables would be a “limited use appraisal”, a “summary appraisal” or a “self contained appraisal”. The type of appraisal report requested will be determined based on the project and will be specified in the bid request letter.

2. **QUESTION:** Section 1.0 references assignment will be awarded based on “lowest submitted quote”. Appraisals are not widgets and we would strongly suggest the assignments would be awarded to the most competent appraisers for the desired scope of work. Please refer to the attached USPAP competency rule.

**ANSWER:** The purpose of this RFQ is to determine qualified Appraisers to perform either general airport property appraisals or specific FBO property appraisals. Project award will be based on the lowest submitted quote not on the degree of the Appraiser’s qualifications.

3. **QUESTION:** Section 2.0 B and C references two airport qualification criteria. It is unclear the differentiation between “General Airport Property Appraisal” (GAPA) and “FBO Appraisal” (FBOA). The “FDOT related project” qualification for GAPA is seemingly arbitrary, as an appraiser with FDOT experience may, or may not, have aeronautical property appraisal experience (competency). It is suggested HCAA review their intended scope of work for the appraisal qualifications. Perhaps it would be prudent to establish two lists of qualified appraisers. One list of qualified appraisers who display competency to provide appraisal services on non-aviation properties (minimum of \_\_ appraisals within the Hillsborough County in the past \_\_ years), as well as another list of

qualified appraisers who display competency to provide appraisal services on aeronautical properties (minimum of \_\_ appraisals at \_\_ general aviation airports and \_\_ appraisals at \_\_ commercial service airports in the past \_\_ years). Undoubtedly, local appraisers from Hillsborough County can exhibit greater geographic competency, while appraisers with relevant aeronautical property appraisal experience can exhibit greater specialized property experience.

ANSWER: The intent of this RFQ is to establish two groups of qualified appraisers. One group qualified to perform general airport property appraisals and the other group qualified to perform FBO property appraisals. The qualification requirement will remain as stated.

4. QUESTION: I am planning to respond to the RFQ for Real Estate Appraisal Services. If I read the RFQ correctly, the submission should be the completion of Attachment A, plus the required attached documentation. Is that correct, or should there be a narrative response as well?

ANSWER: Yes. The only submission is Attachment A, and the required attached documentation listed in Attachment A.

5. QUESTION: Is Attachment A available as Word document?

ANSWER: Yes. Email Connie Mundzak a request for the document and the Word document will be emailed back to you. (CMundzak@TampaAirport.com)

## **B. Material Changes**

This addendum includes the following material changes to the RFP document: The changes are noted by double strike through (~~strike through~~) for deletions and double underline (underline) for additions.

Section 6.02 Indemnification is hereby amended as follows:

**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, or operations; Company's performance, non-performance or purported performance of the services referenced in this RFQ; or any breach by Company of the terms of this RFQ, or any such acts, omissions, negligence, activities, or operations 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 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, or operations; Company's performance, non-performance or purported performance of the services referenced in this RFQ; or any breach by Company of the terms of this RFQ, or any such acts, omissions, negligence, activities, or operations of Company's officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company. 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 section shall survive the termination of this RFQ. Compliance with insurance requirements under this RFQ shall not relieve Company of its liability or obligation to indemnify, hold harmless, and defend the Authority as set forth in this section.

**REMINDER:** The deadline for submissions for this RFQ is September 17, 2009, no later than 2:00 p.m., EDT.

I \_\_\_\_\_ acknowledge receipt of this Addendum #2.

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Company Representative's signature

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Date