

HILLSBOROUGH COUNTY  
AVIATION AUTHORITY

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REQUEST FOR PROPOSALS  
(RFP # 09-534-011)

REISSUE

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

AT

TAMPA INTERNATIONAL AIRPORT

May 15, 2009

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
PROCUREMENT DEPARTMENT  
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HILLSBOROUGH COUNTY AVIATION AUTHORITY  
REQUEST FOR PROPOSAL (RFP)

Sealed Proposals will be received by the Hillsborough County Aviation Authority (Authority) in the second floor reception area of the Service Building, just north of the Landside Terminal, red side, at Tampa International Airport, for Workers' Compensation and Employer's Liability Insurance. There will be no formal opening for this RFP. Both Exhibit "A" and Exhibit "B" responses will be opened and evaluated after the published response deadlines for each. The deadline for submission of Exhibit "A" response is June 12, 2009 until 2:00 pm. The deadline for submission of Exhibit "B" response and the deadline for submission of Sections 10.0, 11.0, 12.0 and 13.0 of the RFP, by qualified agencies only, is August 3, 2009 until 2:00 pm. If applicable, include Exhibit "D", Woman and Minority Owned Business Enterprise Assurance and Participation Letter of Intent, at that time.

All proposals must be sealed and labeled as follows:

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE  
RFP NO.09-534-011

For information regarding the bidding for the Workers' Compensation and Employer's Liability Insurance Agreement, please access the Authority's website at [www.TampaAirport.com](http://www.TampaAirport.com), Airport Business, Notice of Solicitations.

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.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

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## EXHIBITS

- EXHIBIT "A" AGENCY QUESTIONNAIRE
- EXHIBIT "B" QUALIFIED AGENCY RESPONSE FORM
- EXHIBIT "C" SAMPLE AGREEMENT
- EXHIBIT "D" WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE  
ASSURANCE AND PARTICIPATION LETTER OF INTENT
- EXHIBIT "E" TRAVEL EXPENSE AND SUBSISTENCE POLICY AND  
STANDARD PROCEDURE
- EXHIBIT "F" INSURANCE COVERAGE
- EXHIBIT "G" RATING CRITERIA
- EXHIBIT "H" CONTRACTUAL INSURANCE TERMS AND CONDITIONS

## 1.0 Description of Project

The Hillsborough County Aviation Authority ("Authority") was created and declared to be a public body corporate by Chapter 2003-370, Laws of Florida (July 16, 2003). As a public body, the Authority owns and operates Tampa International Airport ("Airport").

The Request for Proposal (RFP) seeks an Agency to provide for the Authority workers' compensation and employer's liability insurance plan to replace its current policies which expire on September 30, 2009. A sample Workers' Compensation and Employer's Liability Insurance Agreement ("Agreement") is attached hereto as Exhibit "C" and is made a part hereof. The selected Agency will be required to execute the Agreement. The Agreement will have a three year term and will incorporate the selected Agency's proposal response, scope of services and other pertinent requirements and details

***NO AGENCY MAY ENTER THE MARKETPLACE IN ADVANCE OF WRITTEN AUTHORIZATION FROM THE AUTHORITY. VIOLATION OF THIS REQUIREMENT WILL RENDER THE AGENCY'S RESPONSE NON-CONFORMING AND THE AGENCY MAY BE DISQUALIFIED FROM FURTHER PARTICIPATION IN THIS RFP PROCESS.***

There will be two parts to this RFP process:

Part 1:

- A. Each Agency must submit Exhibit "A", Agency Questionnaire to demonstrate that it meets the minimum qualifications outlined in Section 2.0 no later than 2:00 p.m., EST, June 12, 2009.
- B. Each submitted Exhibit "A" will be evaluated by Authority staff.
- C. Agencies will be notified of its qualification status, either qualified or not-qualified, no later than June 18, 2009.

Part 2:

- A. Qualified Agencies only will:
  1. Attend a **mandatory** pre-proposal conference on June 23, 2009 to receive the following:
    - a. Exhibit "B", Qualified Agency Response Form.
    - b. A comprehensive analysis of the Authority's existing workers' compensation and employer's liability program.
    - c. An assignment of markets by lottery, that each Agency will use in obtaining quotes. NOTE: The incumbent agency may retain the incumbent insurance carrier.
    - d. Exhibit "C", Sample Agreement.
  2. Submit Exhibit "B", Qualified Agency Response Form, and Sections 10.0, 11.0, 12.0 and 13.0 of the RFP no later than 2:00 pm, EST, August 3, 2009. If applicable, include Exhibit "D" Woman and Minority Owned Business Enterprise Assurance and Participation Letter of Intent.
- B. Exhibit "B" will be evaluated by Authority staff.

- C. Agencies will be notified no later than seven days prior to the September 3, 2009 Board meeting as to the results of the evaluation and the recommendation to the Board.

The selected Agency will be required to execute Exhibit "C", Agreement for Workers' Compensation and Employer's Liability Insurance ("Agreement"). The Agreement will have a three year term and will incorporate the selected Agency's Exhibits "A" and "B, Sections 10.0, 11.0, 12.0 and 13.0 of the RFP and other pertinent requirements and details.

All proposals that meet the minimum qualifications listed in Section 2.0 will be evaluated by a technical evaluation committee and will be ranked and selected by the Authority's Board. The evaluation process is outlined in Section 3.0.

### **Mandatory Pre-Proposal Conference for Qualified Agencies:**

All questions pertaining to the RFP or technical specifications will be reviewed at this time. Proposal suggestions or modifications may be discussed with the Authority representatives at this meeting and may be considered by representatives as possible addenda to the RFP.

The mandatory pre-proposal conference for Qualified Agencies will occur on June 23, 2009 at 9:30 am EST at Tampa International Airport, Service Center Bldg., Second Floor, Tampa, Florida 33607. For questions regarding this RFP contact Tim Shoby @ (813) 870-8730.

Proposals received from Qualified Agencies who did not attend the mandatory pre-proposal conference will be determined non-responsive and will not be accepted.

## **2.0 Minimum Qualifications**

The following minimum requirements have been established as a basis for determining the qualification status of the Agencies. No response will be considered unless sufficient documentation is provided in the response to determine that the Agency meets the following requirements:

### Agency

- 2.01 The Agency must be represented by at least one resident Florida agent duly qualified, at the time of the Agency's submitted response, under the laws of Florida to act as an agent for workers' compensation and employer's liability insurance in Florida; and

### Primary Representative

- 2.02 The Primary Representative must be located in the Agency's office in the State of Florida.

### 3.0 Technical Evaluation

#### 3.01 Objective

It is the Authority's intention to solicit proposals from qualified Agencies; to evaluate proposals; to negotiate terms; and to award an Agreement to the Agency whose proposal is determined to serve 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 Agency will best contribute to the overall goals of the Authority. Each evaluation criteria is further detailed in EXHIBIT "G", Rating Criteria, which is attached hereto and made a part hereof.

• Primary Representative	Weight	10
• Agency Experience	Weight	10
• Financial Stability	Weight	20
• Program	Weight	20
• Cost	Weight	40

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.

#### 3.03 Selection

The selection and approval of the successful Agency 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 will present its findings to the Authority's Executive Director. Results of the Committee's evaluation will be sent to the Agencies at least seven days prior to the September 3, 2009 Board meeting. The Executive Director will present the findings and a recommendation to the Authority's Board at the September 3, 2009 Board meeting. The Board will then make a final selection for agreement negotiation and award.

### 3.04 Agreement Execution

The Authority will transmit to the successful Agency copies of the actual Agreement for execution. The Agency agrees to deliver two duly executed original Agreements to Authority within seven days from the date of receipt of the Agreement.

## 4.0 Solicitation Schedule

The following schedule has been established for this selection process:

Scheduled Item	Scheduled Date
RFP posted on Authority website: <a href="http://www.tampaairport.com">www.tampaairport.com</a>	May 15, 2009
RFP advertised in local newspapers	May 15, 2009 & May 22, 2009
Exhibit "A" question/clarification deadline	May 29, 2009
Exhibit "A" response deadline	June 12, 2009 @ 2:00 p.m. EST
Notification of Agency qualification status	June 18, 2009
Mandatory pre-proposal conference for Qualified Agencies	June 23, 2009 @ 9:30 a.m. EST
Exhibit "B" question/clarification deadline	July 1, 2009
Final addenda, if any, posted to Authority's website: <a href="http://www.tampaairport.com">www.tampaairport.com</a>	July 7, 2009
Exhibit "B" & Sections 10.0, 11.0, 12.0 and 13.0 of RFP response deadline (also, Exhibit "D", Woman and Minority Owned Business Enterprise Assurance and Participation Letter of Intent, if applicable)	August 3, 2009 @ 2:00 p.m. EST
Technical Evaluation of Exhibit B response & Sections 10.0, 11.0, 12.0 and 13.0 of the RFP	August 5, 2009
Agreement presented to Authority Board for award	September 3, 2009
Commencement of Agreement term	October 1, 2009

## 5.0 Scope of Services

In addition to obtaining the insurance quotes and placement and service of the Authority's workers' compensation and employer's liability program, the services to be provided by the selected Agency during the term of the Agreement are outlined below. Such services may not be all-inclusive.

5.01 Audit, monitor, and track utilization and efficiency of the Authority's workers' compensation and employer's liability programs.

- 5.02 Consult with designated employees of the Authority on workers' compensation and employer's liability insurance-related matters.
- 5.03 Assist in the review of quotes/plans solicited for the Authority.
- 5.04 Assist the Authority in processing insurance claims and in communicating with the workers' compensation and employer's liability insurance companies upon request by the Authority.
- 5.05 Attend Authority meetings, or meet with Authority staff, to discuss/review the Authority's workers' compensation and employer's liability insurance program.
- 5.06 Perform other related workers' compensation and employer's liability insurance services as required by the Authority.
- 5.07 Prepare an annual review and analysis of the Authority's workers' compensation and employer's liability program(s) and claims history.
- 5.08 Submit claims history reports quarterly.

## **6.0 Fees and Payment**

### 6.01 Commissions or Fees

As compensation for the services provided by the selected Agency, the Agency will receive commissions from the insurance company or trust providing the insurance coverage or establish a fee to be paid for by the Authority. The Authority shall not be obligated to provide any additional compensation directly to the Agency.

### 6.02 Insurance Coverage

Payment is to be made in quarterly installments, unless additional deferred payment terms are offered.

## 7.0 Term of Agreement

The initial term of the Agreement and coverage period is October 1, 2009 through September 30, 2012. Continuation of the Agreement and coverage after the initial policy year is subject to annual review and approval of the Authority. The Authority may, without cause, terminate the Agreement by giving 30 days written notice to the Agency.

## 8.0 General Terms and Conditions

### 8.01 Binding Offer

The Agency's proposal response, including all exhibits and attachments, will remain valid for a period of 180 days following the proposal response deadlines and will be considered a binding offer to perform the required services, assuming all terms are satisfactorily negotiated. The submission of a proposal will be taken as prima facie evidence that the Agency has familiarized itself with the contents of the RFP.

### 8.02 Insurance

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

#### A. Insurance Terms and Conditions

The following minimum limits and coverages will be maintained by the Agency throughout the term of the Agreement. Liability policies other than Workers' Compensation/Employer's Liability will provide that the Authority is an additional insured.

#### B. Required Coverage's – Minimum Limits

##### 1. 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 (Workers' Compensation):	“Florida Statutory”
Part Two (Employer's Liability):	
Each Accident	\$100,000
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$100,000

##### 2. Commercial General Liability

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

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

3. Professional Liability

The minimum limits of Professional Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering all work of the Agency performed pursuant to the Agreement, 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

4. Business Automobile Liability

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	
Property Damage Combined	\$1,000,000

C. Conditions of Acceptance

The Agreement incorporates by reference the Authority's Insurance Terms and Conditions Operating Directive ("Insurance Directive"), which may be amended from time to time. A copy of the current Insurance Directive (D250.01.01) is attached hereto as EXHIBIT "H".

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 a 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

The Agency will comply with all Authority, local, State and federal directives, orders, policies and laws as applicable to this RFP and subsequent Agreement.

8.05 Non-Exclusivity of Agreement

The selected Agency understands and agrees that any resulting contractual relationship is non-exclusive and the Authority reserves the right to contract with more than one Agency 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 Agency under the same or different names will not be considered. Reasonable grounds for believing that an Agency is submitting more than one proposal will cause the rejection of all proposals in which the Agency is involved. Those proposals will be rejected if there is reason for believing that collusion exists among Agencies, 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 Agency will 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 Agency on and off the Airport and will pay all expenses in defending any claims made against the Authority as a result of Agency's activities, in accordance with Article 11 of the Agreement.

8.08 Governance

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

8.09 Public Disclosure

All proposals and other materials or documents submitted by the Agency in response to this RFP will become the property of the Authority. The Authority is subject to the open records requirements of Florida Statute Chapter 119. As such, all materials submitted by Agency to Authority are subject to disclosure. Agency specifically waives any claims against Authority related to the disclosure of any materials if made pursuant to 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 Agency's protest and resulting claims. A copy of the bid protest policy may be obtained by contacting the Authority via telephone at (813) 870-8700 or via mail to Hillsborough County Aviation Authority, Post Office Box 22287, Tampa, Florida 33622. The policy is also available on the Authority's website ([www.tampaairport.com](http://www.tampaairport.com)).

#### 8.11 Ownership of Documents

Upon completion or termination of each individual work order and upon receipt of payment, all records, documents, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by Agency under the Agreement, will be delivered to and become property of the Authority. Agency, at its own expense, may retain copies for its files and internal use. Any reuse of such documents by the Authority on any other project without written authorization of the Agency will be at the Authority's sole risk.

#### 8.12 Woman and Minority Owned Business Enterprise (W/MBE) Assurances

It is the policy of the Authority that small 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 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.

In advancing this opportunity for D/W/MBEs, neither the Authority nor those Agencies 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 D/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 D/W/MBEs has been established in the RFP. However, Agencies are strongly encouraged to propose participation by D/W/MBEs to perform commercially useful functions of the work required in this RFP. Proposed D/W/MBE firms must be currently certified as either a W/MBE firm with Hillsborough County, City of Tampa, or State of Florida Office of Supplier Diversity and listed in the directories of the respective agency, or under the Florida Unified Certification Program as a DBE firm. A directory of certified DBEs**

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

If applicable, at the end of each month, Agency must submit a Report of D/W/MBE Activity to the Authority indicating the exact amount paid to each D/W/MBE firm during that period not later than the 15th of the following month.

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

Agency or subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Agency or subcontractor will carry out applicable requirements of the Authority's D/W/MBE policies and programs in the award and administration of Authority contracts. Failure by Agency or subcontractor 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.

#### 8.13 Disclosure of Authority Records

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

### 9.0 Response Requirements and Proposal

Agencies are advised to carefully follow the deadlines listed below in order to be considered fully responsive to this RFP. Responses sent by facsimile (FAX) or e-mail will NOT be accepted. Submissions received after the deadlines stated in Section 4.0, Solicitation Schedule, will be deemed non-responsive and will be returned to the Agency unopened.

Part 1: Exhibit "A" non-responsive if received after **2:00pm(EST) on June 12, 2009**.

Part 2: Exhibit "B" and Sections 10.0, 11.0, 12.0 and 13.0 of the RFP non-responsive if received after **2:00pm(EST) on August 3, 2009**.

The Agency shall carefully review and address all of the evaluation factors outlined in this RFP as well as respond to *all* questions contained in Exhibit "A" and, if qualified, all questions contained in Exhibit "B". In order to be considered, the Agency must be able to demonstrate that it meets the minimum qualifications established in the RFP and has the ability to provide the required services as listed in Section 5.0, Scope of Services. Failure to provide documentation necessary to demonstrate that the Agency meets the minimum qualifications will cause the Agency's response to be rejected as non-responsive.

9.01 Number of Proposals

1 Original (clearly marked "ORIGINAL") and  
5 Copies (clearly marked "COPY").

9.02 Delivery of Proposals

The Authority's office is open Monday through Friday, 8:30am to 5:00pm, EST, excluding major holidays.

The delivery of the proposal to the Authority prior to the deadline is solely and strictly the responsibility of the Agency. ***The deadline for submission of Exhibit "A" response is June 12, 2009 until 2:00 pm. The deadline for submission of Exhibit "B" response and Sections 10.0, 11.0, 12.0 and 13.0 of the RFP, by Qualified Agencies only, is August 3, 2009 until 2:00 pm.***

Proposals must be delivered to the physical location listed below. If you have any questions concerning the delivery of your proposal, please contact Tim Shoby at (813) 870-8730.

Sealed Proposals will be received by the Authority in the second floor reception area of the Service Building, just north of the Landside Terminal, red side, at Tampa International Airport, 5503 W. Spruce Street, Tampa FL 33607.

All proposals must be sealed and labeled as follows:

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE  
RFP NO.09-534-011

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

9.03 Execution of Proposal

The proposal will be executed by an official of the Agency authorized to do so. This official should complete the Acknowledgement of Proposal found at Section 13.0.

9.04 RFP Process

The RFP will in no manner be construed as a commitment on the part of the Authority to award an agreement. 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; to change or modify the RFP schedule at any time; and to negotiate an Agreement with another qualified Agency if agreement can not be negotiated with the successful Agency or if the successful Agency's performance does not meet the requirements in this RFP and/or Agreement.

9.05 Cost of Preparation

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

9.06 RFP Compliance

It is the responsibility of each Agency 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. Agency's use of any such information will be at Agency's own risk. Failure on the part of any Agency to examine, inspect, and be completely knowledgeable of the terms and conditions of the RFP and Agreement, operational conditions, or any other relevant documents or information, will not relieve the selected Agency from fully complying with this RFP. Proposals submitted early by Agency 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.

9.07 Requests for Interpretation or Clarification

No oral interpretation or clarification of the RFP will be made to any Agency. If discrepancies or omissions are found by any prospective Agency, 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 to [tshoby@tampaairport.com](mailto:tshoby@tampaairport.com). It is the responsibility of the Agency to verify the Authority received the request. Responses to requests for clarification or interpretation will be posted on the Authority's website within five business days of receipt. It is the Agency's responsibility to regularly check the website for updates. **To be given consideration, such requests must be received by as follows:**

**Exhibit "A" question deadline: May 29, 2009**

**Exhibit "B" question deadline: July 1, 2009**

9.08 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 throughout the process. The final addenda, if any, will be posted by July 7, 2009. The Agency will be responsible for including any such addendum or clarification in its submitted proposal. Failure of any Agency to receive any such addendum or clarification will not relieve said Agency from any obligation contained therein.

#### 9.09 Warranty

The Agency warrants that the proposal submitted is not made in the interest of or on behalf of any undisclosed party; that the Agency has not, directly or indirectly, induced any other Agency to submit a false proposal; and that Agency 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 Agreement for the privileges granted herein.

#### 9.10 Opening

There will be no formal opening for this RFP. Both Exhibit "A" and Exhibit "B" responses will be opened and evaluated after the published response deadlines for each. The deadline for submission of Exhibit "A" response is June 12, 2009 until 2:00 pm.

The deadline for submission of Exhibit "B" response and Sections 10.0, 11.0, 12.0 and 13.0 of the RFP, by Qualified Agencies only, is August 3, 2009 until 2:00 pm.

Sealed Proposals will be received by the Authority in the second floor reception area of the Service Building, just north of the Landside Terminal, red side, at Tampa International Airport, 5503 W. Spruce Street, Tampa FL 33607.

See Section 3.0, Technical Evaluation, for further information.

#### 9.11 Supplemental Information

The Authority reserves the right to request any supplementary information it deems necessary to evaluate Agency's experience or qualifications and/or clarify or substantiate any area contained in the Agency's Proposal.

**10.0 Drug-Free Workplace Program Certification**

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

**DRUG-FREE WORKPLACE CERTIFICATION**

The undersigned, in accordance with Section 287.087, Florida Statutes, hereby certifies that

\_\_\_\_\_ (Name of Business) does:

1. Publish a statement (“Published Statement”) notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibited acts.
2. Inform employees about the dangers of drug abuse in the workplace, the business’ policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid or proposal a copy of the Published Statement specified in section 1 above.
4. In the Published Statement, notify employees that, as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the Published Statement and will notify employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statutes, Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace.

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

\_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Signer for Agency

Date

**11.0 Addenda Acknowledgement**

Please acknowledge receipt of addenda for this RFP by completing the table below. Agency acknowledges failure to obtain any such addendum will not relieve said Agency from any obligation contained therein.

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED

**12.0 Resolution of Board of Directors**

The Agency must attach a copy of its Resolution of Board of Directors stating that the individual submitting the Agency's proposal and signing the Acknowledgement of Proposal below is duly authorized to submit the proposal on behalf of the Agency and to enter into and execute the Agreement.

**13.0 Acknowledgement of Proposal**

The submittal of this proposal is a duly authorized, official act of the Agency and the undersigned officer of the Agency is duly authorized and designated by Resolution of the Agency to execute this proposal on behalf of and as the official act of the Agency, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ATTESTED BY: \_\_\_\_\_ BY \_\_\_\_\_  
 (Signature) (Signature)  
 \_\_\_\_\_  
 (Print Name) (Print Name)  
 \_\_\_\_\_  
 (Signature) (Title)  
 \_\_\_\_\_  
 (Print Name)  
 \_\_\_\_\_  
 (Title)