



# HILLSBOROUGH COUNTY AVIATION AUTHORITY

INVITATION TO BID

FOR

On-Airport Vehicle Rental Concession

SOLICITATION NUMBER: 15-534-004

ISSUE DATE: January 15, 2015

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## **1.0 Background and Contact Information**

The Hillsborough County Aviation Authority (Authority), a public body corporate, issues this Invitation to Bid (Solicitation) for On-Airport Vehicle Rental Concession at Tampa International Airport. The Authority welcomes responses to this Solicitation (Bids) from national, regional and Florida firms and individuals. The firms or individuals who submit a Bid (singularly Respondent, collectively Respondents) must meet the minimum qualification requirements as specified in Section 4.0, Minimum Qualifications, and have the ability to operate an on-airport vehicle rental business as described in Appendix C, Sample Contract.

### **1.01 Background**

In November 2011 the Authority commenced a project to update the 2005 master plan at Tampa International Airport. One of the objectives was to review and evaluate the Authority's rental car facilities.

The current rental car facilities are split into two operations located on both the blue and red sides of the Main Terminal. The blue side contains a quick turnaround area (QTA), rental car ready return spaces and counters all located on the bottom two floors of the Long Term Parking Garage. The red side has a rental car ready garage and counter space. The current rental car operators also lease an additional 55 acres in the South Terminal Support Area to support their operations.

One of the primary findings and recommendations from the 2012 Master Plan Update is to decongest and expand the Main Terminal Facilities. Following an extensive study, it was concluded that the current rental car operations are a major contributor to congestion and capacity constraints within the Main Terminal, curbsides and roadways. It was concluded that the current rental car facilities cannot accommodate the growth in demand projections beyond 2016. As a result, it was recommended that the rental car operations be relocated to a consolidated facility (ConRAC) located in the South Terminal Support Area with an automated people mover (APM) connection to the Main Terminal.

Following a thorough analysis and consultation with all rental car stakeholders, it was concluded that the ConRAC should be developed on a 57 acre parcel of property located just south of the Economy Garage in the South Terminal Support Area. Preliminary studies performed as part of the 2012 Master Plan Update concluded that the ConRAC should be a four level, 4,400 vehicle space facility with a multi-level QTA sized to accommodate the entire Tampa International Airport rental car market. The ConRAC concept plan also includes an adjoining at-grade Service Site area to accommodate overflow vehicle storage and other rental car support facilities.

## 1.02 Contact Information

The Authority's Procurement Agent regarding this Solicitation is:

- **James Hanney, CPPB, CPSM**
- **[JHanney@TampaAirport.com](mailto:JHanney@TampaAirport.com)**
- **813-870-8779**

## 2.0 Bid

Each Respondent will enter its Bid amount in Section VII of the Bid Form. Details regarding the Bid conditions and area selection and/or assignment are provided below.

### A. Conditions of Bid

1. Each Respondent may only submit one Bid.
2. Each Respondent that meets the minimum qualifications listed in Section 4.0, Minimum Qualifications, and is determined to be responsive and responsible (Qualified Respondent) will be awarded one (1) vehicle rental concession at Tampa International Airport.
3. Each Qualified Respondent will only be allowed to operate under the brand or trade name(s) listed in Section VII of the Bid Form.
4. The brand and trade name(s) must be 100% owned or controlled by the Qualified Respondent or be licensed for its use.
5. Approval of any changes to Items 2 and 3 above during the term of the Contract will be made solely at the discretion of the Authority.

### B. Vehicle Rental Concession Assignment Process

1. Operating Space Components is defined as:
  - a. Customer Service Area ("CSA") on Level 4 of the ConRAC;
  - b. Ready/Return Area with adjacent Quick-Turnaround Area ("RR/QTA") on Levels 1, 2, and 3 of the ConRAC; and
  - c. Vehicle Storage Area ("VSA") on Level 4 of the ConRAC.
2. The Operating Space Components are pre-sized as depicted on Appendix E, Operating Space Components, attached hereto and made a part hereof. Two of the RR/QTAs will each be operated by a single Qualified Respondent. One portion, as depicted on Appendix E, of the third RR/QTA (approximately 898 vehicle parking spaces) will be operated by a single

Qualified Respondent. The other portion of the third RR/QTAs, as depicted on Appendix E, will be operated by the remaining Qualified Respondents. The sizes of each of the Operating Space Components are fixed and not subject to change regardless of the number of Qualified Respondents. The Authority reserves the right, in its sole discretion, to assign areas within Area 4 of the RR/QTAs, VSA, and Service Center Site that are in the best interest of the Authority.

3. Each Qualified Respondent will select its Operating Space Components.

a. The Qualified Respondents with the three (3) highest Bids, in rank order, will select one of each of the following:

- i. CSA;
- ii. RR/QTAs; and
- iii. VSA.

*Example:*

<u>Respondent</u>	<u>Bid Amount</u>
<i>X – Highest Bid:</i>	<i>\$10 million</i>
<i>Y – 2<sup>nd</sup> Highest Bid:</i>	<i>\$ 9 million</i>
<i>Z – 3<sup>rd</sup> Highest Bid:</i>	<i>\$ 8 million</i>

*Respondent X selects: CSA Area 1, RR/QTAs full Level 2, VSA Area 1*

*Respondent Y selects: CSA Area 2, RR/QTAs full Level 3, VSA Area 2*

*Respondent Z selects: CSA Area 3, RR/QTAs partial Level 1, VSA Area 3*

b. The remaining Qualified Respondents will:

i. Select in rank order of their bid:

a) One (1) customer counter within CSA Area 4 on Level 4 of the ConRAC, as depicted in Appendix E-1, Area 4 CSA, attached hereto and made a part hereof.

b) Ready/Return spaces from among the pre-sized locations within Area 4 as depicted on Appendix E.

I. RR/QTAs Area 4 assigned by the Authority

(1) Fueling position(s), as depicted on Appendix E, based upon the percentage share of their Bids compared with the Bids of all other Qualified Respondents assigned space in RR/QTAs Area 4. The minimum number of fueling positions assigned to a Qualified Respondent is one (1).

- (2) Full vehicle stacking rows, as depicted on Appendix E, based upon the percentage share of their Bids compared with the Bids of all other Qualified Respondents assigned space in RR/QTA Area 4 (rounded up or down to the nearest whole row). The minimum number of vehicle stacking rows assigned to a Qualified Respondent is one (1).

## II. Shared Common Areas

- (1) Car wash storage area
- (2) Car wash bays
- (3) Vehicle circulation areas

- c) One (1) administrative office in QTA Area 4.

NOTE: If there are more than six Qualified Respondents, the allocation for Area 4 will be revised and distributed to the Qualified Respondents prior to selection.

### ii. VSA Area 4

#### a) Assigned by the Authority

- 1) Full rows in VSA Area 4, as depicted on Appendix E, based upon the percentage share of their Bids compared with the Bids of all other Qualified Respondents assigned space in VSA Area 4 (rounded up or down to the nearest whole row). The minimum number of rows in VSA Area 4 assigned to a Qualified Respondent is one (1).

### iii. Area 4 Service Center Site

The Area 4 Service Center Site is depicted in Appendix E-2, Area 4 Service Center Site, attached hereto and made a part hereof.

#### a) Assigned by the Authority

- 1) One (1) administrative office.
- 2) Vehicle maintenance bay(s) based upon the percentage share of their Bid compared with the Bids of all other Qualified Respondents assigned space in Service Center Site Area 4 (rounded up or down to the nearest whole bay). The minimum number of maintenance bays assigned to a Qualified Respondent is one (1).
- 3) Full vehicle staging and storage row(s) based upon the percentage share of their Bid compared with the Bids of all other Qualified Respondents in Service Center Site Area 4. The minimum number of full vehicle staging and storage row(s) assigned to a Qualified Respondent is one (1).

- b) Shared Common Areas
  - 1) Fueling positions
  - 2) Car wash
  - 3) Vehicle circulation areas

Appendix F provides an example of space allocation for the remaining Qualified Respondents.

### **3.0 Solicitation Schedule**

Refer to the Authority's website ([www.TampaAirport.com](http://www.TampaAirport.com) > Airport Business > Procurement Department > Current Opportunities) for conference and meeting times, locations and updated information pertaining to any revisions to this schedule. The Pre-Bid Conference may be attended in person or via on-line meeting utilizing Web-Ex. Contact the Procurement Agent to register as an on-line attendee. The on-line attendance registration deadline is listed below. Pre-registration is not required for in person attendees.

Any person requiring a special accommodation to attend a public meeting because of a disability or physical impairment should contact the Procurement Agent at least 48 hours prior to the scheduled public meeting.



Scheduled Item	Scheduled Date
Solicitation posted on Authority website ( <a href="http://www.TampaAirport.com">www.TampaAirport.com</a> )	February 4, 2015 by 5:00 p.m.
Notice of Bid Opening posted on the Authority's website and bulletin board at the Authority	February 4, 2015 by 5:00 p.m.
Pre-Bid Conference On-Line Attendance Registration Deadline	February 9, 2015, no later than 2:00 p.m.
Pre-Bid Conference	February 12, 2015, at 10:00 a.m.
Question deadline	March 12, 2015 by 5:00 p.m.
Final Addendum posted on the Authority's website with the Solicitation documents	March 26, 2015 by 5:00 p.m.
Bid Due Date	April 15, 2015, no later than 2:00 p.m.
Bid Opening	April 15, 2015, at 2:00 p.m.
Selection Meeting	April 22, 2015, at 2:00 p.m.
Award by Authority's Board	June 4, 2015 at 9:00 a.m.

#### 4.0 Minimum Qualifications

Minimum qualifications have been established as a basis for determining the eligibility of each Bid. A Bid will be considered non-responsive and will not be considered unless sufficient documentation is provided to determine whether the Respondent meets the minimum qualifications listed below.

The Respondent must:

- A. Be currently registered with the Florida Department of State, Division of Corporations, to do business in the State of Florida. ([www.sunbiz.org](http://www.sunbiz.org))
- B. Be registered with the Authority as a Supplier prior to the Bid Due Date. ([www.TampaAirport.com](http://www.TampaAirport.com) > Airport Business > Supplier Registration). For general questions concerning the Supplier Registration process call 813-870-8796.

- C. NOT be listed on the Florida Department of Management Services, Convicted Vendor List, as defined in Section 287.133(3) (d), Florida Statutes.  
([www.dms.myflorida.com](http://www.dms.myflorida.com))
- D. Be able to obtain the insurance coverage and limits as required in Appendix C, Sample Contract.
- E. Submit a Bid Guaranty as detailed in Section III of the Bid Form.
- F. NOT be listed on the Federal Convicted Vendor list. ([www.sam.gov](http://www.sam.gov))
- G. NOT be listed on the Florida Department of Transportation Contractor Suspension List.  
(<http://www.dot.state.fl.us/construction/legal/newsuspension.shtm>)
- H. NOT be listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies.  
(<http://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/tabid/1478/ItemId/3354/Default.aspx> > Links – Scrutinized List of Prohibited Companies)
- I. Have at least three (3) years of experience operating an airport vehicle rental concession at an airport of any size.
- J. Have achieved at least \$1.5 million in annual gross revenue from the operation of a vehicle rental concession at an airport of any size during calendar year 2013.

## **5.0 Payment and Reporting**

The awarded Respondent(s) will pay the Authority and submit required reports in accordance with the terms and conditions of the On-Airport Vehicle Rental Concession (Contract), a sample of which is attached hereto as Appendix C, Sample Contract, and made a part hereof.

## **6.0 Contract**

### **6.01 Award of Contract**

The awarded Respondent(s) will be required to execute the Contract. The Contract will incorporate the Bid of awarded Respondent(s) and any subsequent information requested from the awarded Respondent(s) by the Authority.

The Authority will transmit the Contract to the awarded Respondent(s) for execution. The awarded Respondent(s) agree to deliver two duly executed copies of the Contract to the Authority within seven calendar days of receipt.

6.02 Term of Contract

The term of the Contract is the period of time beginning on the Commencement Date and ending on the Expiration Date, as defined and in accordance with Appendix C.

7.0 **Solicitation General Terms and Conditions**

7.01 Binding Offer

A Respondent's Bid will remain valid until award by Authority's Board and will be considered a binding offer to operate an on-airport vehicle rental business. The submission of a Bid will be taken as prima facie evidence that the Respondent has familiarized itself with the contents of this Solicitation.

7.02 Insurance Requirements

The awarded Respondent(s) will be required to provide the insurance coverage and limits as outlined in the Insurance Article in the Contract. The awarded Respondent(s)' insurance certificate, meeting the minimum requirements specified in the Contract, must be submitted to the Authority for review and approval within 10 calendar days of award.

Self-insurance will only be accepted upon written request and approval by the Authority. In order for its self-insurance program to be considered, the awarded Respondent(s) must submit the following documents to the Authority for review and approval within 10 calendar days of award:

- A. An audited financial statement for the most recent completed fiscal year.
- B. An explanation of how the program is funded.
- C. Number of years the Respondent has been in business.
- D. Size of the Respondent (based on number of office locations).
- E. The total dollar amount of claims paid during the past five years.

7.03 Public Entity Crimes

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

7.04 Drug-Free Workplace Program Certification

In accordance with Section 287.087, Florida Statutes, whenever two or more Bids are equal, preference will be given to the Bid received from a business that certifies it has implemented a drug-free workplace program. If none or all of the equal Respondents have a drug-free workplace program, the Respondent from whom the Bid is received with the earliest date, time stamp will be awarded the Contract. Respondents must complete and return the Drug-Free Workplace form included in Appendix B, Bid Form.

7.05 Non-Exclusivity of Contract

The Respondent(s) understand and agree that any resulting contractual relationship is non-exclusive and the Authority reserves the right to contract with more than one Respondent or seek similar or identical services elsewhere if deemed in the best interest of the Authority.

7.06 Collusion

More than one Bid from the same Respondent under the same or different names will not be considered. Joint Bids will not be accepted. Reasonable grounds for believing that a Respondent is submitting more than one Bid will cause the rejection of all Bids in which the Respondent is involved. Bids will be rejected if there is reason for believing that collusion exists among Respondents and no participant in such collusion will be considered in any future solicitations for a period of six months following the Bid Due Date for this Solicitation.

7.07 Cone of Silence

To ensure a proper and fair evaluation, the Authority has established a cone of silence applicable to all competitive procurement processes, including this Solicitation. The cone of silence will be imposed on this Solicitation beginning with advertisement for the same and ending with the Board's award of this Solicitation.

A. The cone of silence prohibits any communications regarding this Solicitation between:

- (1) A potential respondent (which includes vendors, service providers, bidders, proposers, lobbyists and consultants) and their representative(s) and Authority staff, except for communications with the Authority's Procurement Agent or other supporting procurement staff responsible for administering the procurement, provided the communication is strictly limited to procedural matters.
- (2) A potential respondent and their representative(s) and a Board member.

B. Unless specifically provided otherwise, in addition to the exceptions set forth above, the cone of silence does not apply to:

- (1) Communications with the Authority's Legal Affairs Department.
- (2) Oral communications at the Pre-Bid Conference.
- (3) Oral communications during any duly noticed Board meeting.

- (4) Communications relating to protests made in accordance with the Authority's Procurement Protest Policy.

Any communications regarding matters of process or procedure from a Respondent or lobbyist must be submitted to the Procurement Agent.

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

- 7.08 Compliance  
Respondents must comply with all Authority, local, State and federal directives, orders, policies and laws as applicable to this Solicitation and subsequent Contract.
- 7.09 Governance  
If any of the language or information in this Solicitation conflicts with language in the Contract as prepared by the Authority, the language of the final Contract, as executed, will govern.
- 7.10 Public Disclosure  
All Bids and other materials or documents submitted by a Respondent in response to this Solicitation will become the property of the Authority. The Authority is subject to the open records requirements of Florida State Statute Chapter 119, and as such, all materials submitted by the Respondent to the Authority are subject to public disclosure. The Respondent specifically waives any claims against the Authority related to the disclosure of any materials if made under a public records request.
- 7.11 Procurement Protest Policy  
Failure to follow the procurement protest policy set out in the Authority's policies constitutes a waiver of the Respondent's protest and resulting claims. A copy of the procurement 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 at: [www.TampaAirport.com](http://www.TampaAirport.com) > Airport Business > Procurement Department > Supplier Information - Procurement Protest Policy.
- 7.12 Airport Concession Disadvantaged Business Enterprise Assurance and Participation  
A. Authority's Policy: Authority is committed to a policy and program for the participation of Airport Concession Disadvantaged Business Enterprises (ACDBEs) in concession-related contracting opportunities. It is the policy of the Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of a contract. The requirements of 49 CFR Part 23 apply to this Solicitation. All Respondents qualifying under

this Solicitation are encouraged to submit bids. Award of this Contract will be conditioned upon satisfying the requirements of this Solicitation. These requirements apply to all Qualified Respondents and suppliers, including those who qualify as an ACDBE.

- B. ACDBE Contract Goal: Pursuant to 49 CFR Part 23, the Authority is required to develop an overall goal for ACDBE participation in car rental concessions to cover a three-year period. The Authority's overall car rental goal for the three-year period beginning October 1, 2017 through September 30, 2020 has not been established. It is anticipated that the new overall car rental goal effective October 1, 2017 will be established during the third quarter of calendar year 2017. The new overall car rental goal, and subsequent overall car rental goals, will be incorporated into the awarded Contract as the ACDBE Contract Goal by letter from the Authority's Director of Concessions, without need for formal amendment to the awarded Contract. The selected Respondent agrees that it will contract with ACDBE firms, certified with the Florida Unified Certification Program, in an amount equal to at least the ACDBE Contract Goal as established by the Authority, or clearly demonstrate in a manner acceptable to Authority its good faith efforts to do so. The Respondent is required to submit a completed Airport Concessions Disadvantaged Business Enterprise Assurance and Participation form at the time the Response is submitted to the Authority that assures Respondent will meet the ACDBE requirements stated in the Solicitation, 49 CFR Part 23 and the Authority's ACDBE Policy and Program, as may be revised or amended from time to time, and will contract with ACDBE firms in an amount equal to at least the ACDBE Contract Goal as established by the Authority in 2017. Within 60 days of the date of the letter from the Authority's Director of Concessions' of the ACDBE Contract Goal to be incorporated into the awarded Contract, the selected Respondent(s) will be required to submit a plan for achievement of the ACDBE Contract Goal and Letter(s) of Intent for each ACDBE proposed to meet the ACDBE Contract Goal, or documentation that it made sufficient good faith efforts to do so in accordance with 49 CFR Part 23.25(e) (1) (iii) and (iv). The Letter(s) of Intent will be required to include the following information: (1) the names and addresses of ACDBEs that will participate in the Concession; (2) a description of the work that each ACDBE will perform; (3) the dollar amount of the participation of each ACDBE participating; (4) written and signed documentation of commitment to use an ACDBE whose participation Concessionaire submits to meet a Contract Goal; (5) written and signed confirmation from the ACDBE that it is participating in the Concession as provided in the Concessionaire's commitment; and (6) if the Contract Goal is not met, evidence of good faith efforts. No plan for achievement or Letter(s) of Intent is required to be submitted at the time the Bid is submitted to the Authority.
- C. Eligibility of ACDBEs: Only ACDBEs certified with the Florida Unified Certification Program will count toward the ACDBE Contract Goal. A directory of certified ACDBEs is available on the Authority website at

**7.13 Disclosure of Authority Records**

The Authority owns all records and documents generated by the awarded Respondent(s) pursuant to the Contract and the awarded Respondent(s) agree that it will not, without written approval by the Authority, disclose publicly said records and documents.

**7.14 Hold Harmless**

The awarded Respondent(s), in connection with the services provided herein, will hold the Authority harmless from and against all suits, claims, demands, damages, actions and causes of action of any kind or nature in any way arising from the awarded Respondent's performance of the contractual activities and will pay all expenses in defending any claims made against the Authority by reason of performance of the Contract, in accordance with the Indemnification Article in the Sample Contract.

**7.15 Prohibition Against Contracting with Scrutinized Companies**

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract/agreement or renewal of an existing contract/agreement, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not submit a response for or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of \$1 million or more.

**8.0 Bid Requirements**

**8.01 Solicitation Process**

This Solicitation will in no manner be construed as a commitment on the part of the Authority to award a Contract. The Authority reserves the right to re-advertise this Solicitation; to postpone or cancel this Solicitation process; to negotiate, select or procure parts of services; to change or modify the Solicitation schedule at any time; and to award a Contract to other Respondents if the Qualified Respondent(s) do not agree to the terms and conditions of the Contract or if the Qualified Respondent(s)' performance does not meet the requirements in this Solicitation. The Authority reserves the right to recover damages from any Qualified Respondent that does not perform after the award of such Contract.

**8.02 Rejection of Bids**

Bids containing any omission, alterations of form, additions or conditions not requested, conditional or alternate Bids unless requested, incomplete Bids, or Bids which are not accompanied by an acceptable bid guaranty collateral such as a Bid Bond, Cahier's or Official Check (collectively referred to as Bid Guaranty), if required, will be considered irregular and may be rejected. The

Authority reserves the right to waive any technicalities and formalities in this Solicitation process or in the Bids thereto and make the award in the best interest of the Authority. The Authority may, at its discretion, reject any or all Bids.

**8.03 Cost of Preparation**

All costs associated with preparing and delivering a Bid in response to this Solicitation will be borne entirely by the Respondent. The Authority will not compensate the Respondent for any expenses incurred by the Respondent as a result of this Solicitation process.

**8.04 Solicitation Compliance**

It is the responsibility of each Respondent to carefully examine this Solicitation and to judge for itself all of the circumstances and conditions which may affect its Bid. Any data furnished by the Authority is for informational purposes only. The Respondent's use of any such information will be at the Respondent's own risk. Failure on the part of any Respondent to examine, inspect, and be completely knowledgeable of the terms and conditions of this Solicitation and all its attachments, appendices, exhibits and addenda, operational conditions, or any other relevant documents or information will not relieve the Respondent from fully complying with this Solicitation.

**8.05 Questions and Addenda**

A. Each Respondent must examine the Solicitation documents, which incorporates all its addenda, appendices, exhibits and attachments, including the Sample Contract, to determine if the requirements are clearly stated. All questions concerning these Solicitation documents, such as discrepancies, omissions and exceptions to any term or condition of the Solicitation documents, which incorporates all its addenda, appendices, exhibits and attachments, including the Sample Contract, must be submitted in writing to the Procurement Agent prior to the question deadline as stated in Section 3.0, Solicitation Schedule. If the Respondent requests modifications to these Solicitation documents, the Respondent must provide detailed justification for each modification requested. The Authority will determine what changes will be acceptable to the Authority and changes approved by the Authority will be issued in a written addendum as outlined below. No oral interpretation or clarification of the Solicitation documents will be made to any Respondent. It is the responsibility of the Respondent to verify the Authority received its question or modification request concerning this Solicitation.

B. All interpretations of and modifications to this Solicitation, including all its addenda, appendices, exhibits and attachments, and any supplemental instructions, will be in the form of a written addendum in order that all Respondents will be given the opportunity of proposing to the same specifications. Any issued addenda will be posted on the Authority's website by the close of business on the date stated in Section 3.0, Solicitation Schedule. Each Respondent will be responsible for monitoring the Authority's



website at [www.TampaAirport.com](http://www.TampaAirport.com) > Airport Business > Procurement Department > Current Opportunities for new or changing information relative to this Solicitation. Failure of any Respondent to acknowledge an issued addendum in its Bid will not relieve the Respondent from any obligation contained therein.

No allowance will be made after Bids are received for any oversight by a Respondent.

**8.06 Public Opening of Bids and Public Records**

Bids will be publicly opened and read aloud as set forth in Section 3.0, Solicitation Schedule. The Solicitation documents will become public records at the time the Authority provides notice of a decision to award a contract or 30 days after Bid Opening, whichever is earlier.

**8.07 Withdrawal of Bid**

Prior to the Bid Opening, Respondents may withdraw their Bid upon written request. Withdrawn Bids will not be returned. All Bids will be considered received by the Authority and are subject to the Florida Public Records Act.

Respondent agrees to not withdraw its Bid for a period of ninety days after the date on which the Bids are opened. If a Bid Guaranty is required and the Bid is withdrawn before the expiration of said period, then the full amount of the Bid Guaranty accompanying the Bid shall be paid into the funds of the Hillsborough County Aviation Authority. Furthermore, if the Bid is accepted by the Authority and the Qualified Respondent fails to accept the terms and conditions of the Contract, fails to obtain the required insurance or otherwise fails to comply with the requirements of the Solicitation documents, within seven days after being notified of the award, the Authority may, at its option, determine that the Qualified Respondent has abandoned the Bid award, that said Qualified Respondent's Bid shall be null and void, and that the full amount of the Bid Guaranty accompanying the Bid shall be paid into the funds of the Authority. Otherwise, the Bid Guaranty will be returned to the undersigned.