HILLSBOROUGH COUNTY AVIATION AUTHORITY

PRE-QUALIFICATION

FOR

STAFFING SERVICES

ISSUE DATE: October 12, 2022

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://procurement.opengov.com/portal/tampaairport/

HILLSBOROUGH COUNTY AVIATION AUTHORITY
PRE-QUALIFICATION
Staffing Services

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1. Introduction

The Hillsborough County Aviation Authority (Authority), an independent special district, issues this Pre-Qualification for Staffing Services (Solicitation) at Tampa International Airport (Airport). The Authority welcomes responses to this Pre-Qualification (Responses) from all national, regional and Florida firms. The firms who submit a Response to this Solicitation (singularly Respondent, collectively Respondents) must meet the minimum qualification requirements as specified in Section 10, Respondent Questionnaire, Minimum Qualifications on the Authority's e-Procurement Portal hosted by OpenGov Procurement at https://secure.procurenow.com/portalampaairport.

1.1. Summary

The Authority is issuing this Solicitation for staffing services to pre-qualify eligible Respondents to receive opportunities to provide Services to the Authority on an as-needed basis over a five (5) year period. Qualification of a Respondent does not guarantee any amount of work.

The staffing categories and Staffing Solutions are listed below.

	Staffing Solutions		
Staffing Categories	Temporary Staffing	Temporary to Permanent Staffing	Direct Placement/Recruiting
Information Technology	X	X	X
Clerical/Administrative/Customer Service	X	X	X
Maintenance/Mechanical	X	X	X
Warehouse	X	X	
Executive			X

Respondents may qualify for one or more of the staffing categories listed above and may be added to the Qualified Company List anytime throughout the Term of Qualification. A Respondent may submit a Response to be approved as a Qualified Company at any time through February 29, 2028.

Temporary Staffing and Temporary to Permanent Staffing

When the Authority determines a Temporary or Temporary to Permanent staffing need, a Request for Candidates will be sent to the Qualified Companies in the applicable staffing category. The Request for Candidates will specify the staffing category, Staffing Solution, Services, and position requirements. The Qualified Companies will provide their Qualified Candidate(s) to the Authority. The Authority will review the Qualified Candidate(s), conduct interviews, and determine the best fit for the Authority. The Authority will negotiate the Bill Rate with the Qualified Company who submits the Best-Qualified Candidate, as selected by the Authority, to fill the position. If the Authority is unable to negotiate satisfactory rates, the Authority will negotiate with the Qualified Company submitting the next Best-Qualified Candidate, as selected by the Authority, to fill the position. Negotiations will be undertaken in such a sequence until an agreement is reached and the Request for Candidates is awarded or canceled. If cancelled, the Authority may issue a new Request for Candidates or may contact a

staffing company not on the Qualified Company List.

Direct Placement/Recruiting

When the Authority determines a Direct Placement or Recruiting need, an Invitation to Quote will be issued through OpenGov to the Qualified Companies. The Authority will select from two or more of the Qualified Companies submitting the lowest Bill Rates.

1.2. Background

The Authority was created in 1945 and is an independent special district governed by the Hillsborough County Aviation Authority Act (Act), Chapter 2022-252, Laws of Florida. This Act provides that the Authority will have exclusive jurisdiction, control, supervision and management over all publicly owned airports in Hillsborough County.

In the past three (3) years, the following Temporary Staffing, Temporary to Permanent Staffing, and Direct Placement/Recruiting have been utilized:

- Seven (7) Temporary employees
- Three (3) Temporary to Permanent employees
- Five (5) Direct Placement/Recruiting employees

The background information provided in this Section is intended only to give prospective Respondents a brief familiarization with the Authority and Tampa International Airport (Airport). All Airport data provided as part of this Solicitation is for informational purposes only and should not be construed as a guarantee of business. The information shown herein has been obtained from sources considered to be reliable. However, the Authority and its Board members, officers, employees, agents, and contractors are not liable for the accuracy of the information or for its use by Respondent. Respondent must examine and inspect this Solicitation and all its appendices, attachments, and exhibits to be knowledgeable of the requirements and terms and conditions. Respondent must independently evaluate circumstances and conditions that may affect its Response and its ability to provide the required Services as detailed in Section 4, Process, Paragraph 4.1, Respondent Services, below.

The Authority mission and vision statements, found on the Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Airport Administration, will serve as the platform to guide the Qualified Respondent in its provision of Services.

1.3. Contact Information

Tessa Seel
Procurement Agent
5411 SkyCenter Drive
Tampa, FL 33614
Email: tseel@tampaairport.com
Phone: (813) 439-9847

Department:
Human Resources

1.4. Timeline

Solicitation Release Date	October 12, 2022
Responses Accepted Through	February 29, 2028, 5:00pm

2. Solicitation Documents

This Solicitation is comprised of multiple documents each with a specific purpose as detailed below. The Solicitation documents are posted on the Authority website and are available for download at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Current Solicitation Opportunities. Attachments A through F are attached hereto and made a part hereof.

2.1. Attachment A - Sample Contract

Is a sample of the Staffing Services Contract that will be executed per Engagement if the Staffing Solution provided is either Temporary Staffing or Temporary to Permanent Staffing.

2.2. Attachment B - Purchase Order Terms and Conditions

Is a sample of the Authority Terms and Conditions that will be attached to the Purchase Order for Direct Placement/Recruiting and HR Assist services.

2.3. Attachment C - Information Technology Position Descriptions

Sample descriptions relating to information technology positions. These are not intended to be all inclusive.

2.4. Attachment D - Clerical/Administrative/Customer Service Position Descriptions

Sample descriptions relating to clerical/administrative/customer service positions. These are not intended to be all inclusive.

2.5. Attachment E - Maintenance/Mechanical Position Descriptions

Sample descriptions relating to maintenance/mechanical positions. These are not intended to be all inclusive.

2.6. Attachment F - Warehouse Position Description

Sample description relating to a warehouse position. This is not intended to be all inclusive.

2.7. Attachment G - Executive Position Descriptions

Sample descriptions relating to executive positions. These are not intended to be all inclusive.

3. Definitions

3.1. Administrative Fee

Fee paid to the Qualified Company for administrative activities, including, but not limited to, recruitment, payroll processing, unemployment claims handling, and benefits administration.

3.2. Best-Qualified Candidate

Candidate selected by Authority Human Resources Department and the Department Hiring Manager based on meeting the minimum job requirements and experience, as well as the phone screening and in-person interview.

3.3. Bill Rate

The fixed price paid for Administrative Fee, Burden Rate, and Salary combined for Temporary Staffing or Temporary to Permanent Staffing Services or the percentage of Salary paid for Direct Placement/Recruiting services.

3.4. Burden Rate

A pass-through obligation such as Federal, State and local payroll taxes, worker's compensation insurance, unemployment insurance, and health benefits, as applicable.

3.5. Contract

Attachment A, Sample Contract, including all exhibits, schedules, subsequent amendments and attachments thereto, executed by and between the Authority and the Concessionaire.

3.6. Contract Employee

An employee placed under Authority management and supervision at a facility or in an environment controlled by Authority as result of a Request for Candidates.

3.7. Department Hiring Manager

Supervisor/Manager responsible for the hiring of Temporary Staffing, Temporary to Permanent Staffing, and Direct Placement/Recruitment candidates and providing HR Assist services.

3.8. Direct Placement/Recruiting

The Recruitment of a candidate that will be hired directly by Authority.

3.9. Engagement

The placement of the Best-Qualified Candidate at the Authority.

3.10. HR Assist

Recruitment service provided by Qualified Company which includes resume intake, review, and qualification and completion of the initial candidate phone screen. Does not include in-person interviews and short-listing of candidates for the Authority.

3.11. Invitation to Quote

An invitation issued by the Authority to provide a quote for Direct Placement/Recruiting and HR Assist services.

3.12. OpenGov Procurement

E-procurement system used by the Authority.

3.13. Qualified Candidate

An individual qualified for the position being sought by the Authority.

3.14. Qualified Company List

A list of Qualified Companies by category.

3.15. Qualified Company

Company that has been determined by the Authority to meet the Minimum Qualifications as detailed in this Solicitation.

3.16. Recruiter/Account Manager

The individual assigned by the Qualified Company to work with Authority staff to provide the Services.

3.17. Recruitment

Process that includes, but is not limited to, analyzing the requirements of a position, attracting employees to that position, screening and selecting applicants, hiring, and integrating a new employee to the Authority.

3.18. Request for Candidates

Request from Authority to Qualified Companies to provide candidates for Temporary Staffing or Temporary to Permanent Staffing in accordance with the specified staffing category, Staffing Solutions, Services, position title, position requirements, estimated time frame (Temporary Staffing only), base pay, candidate work hours, skills required, and character attributes desired. Response will include the name(s) and resume(s) of each proposed candidate, standard and overtime hourly Salary, Burden Rate, Administrative Fee, and available start date.

3.19. Salary

A fixed amount of money or compensation paid to the Best-Qualified Candidate in return for work performed.

3.20. Services

Services listed in Section 4, Process, of this Solicitation.

3.21. Solicitation Documents

All documents associated with this Solicitation, including but not limited to, addenda, Sample Contract with all Exhibits, Purchase Order Terms and Conditions, and Sample Position Description(s).

3.22. Staffing Solutions

Includes providing Temporary Staffing, Temporary to Permanent Staffing, Direct Placement/Recruiting and/or HR Assist services.

3.23. Temporary Staffing

The recruitment of a candidate to perform work under Authority supervision on a temporary basis.

3.24. Temporary to Permanent Staffing

The recruitment of a candidate to perform work under Authority supervision on a temporary basis with the possibility of turning into a permanent position.

3.25. Term of Qualification

March 1, 2023 through February 29, 2028.

4. Process

4.1. Respondent Services

A. Perform administrative activities, including, but not limited to, Recruitment, payroll processing, unemployment claims handling, and benefits administration, as applicable.

B. Utilize screening methodologies sufficient to determine that a candidate possesses the requisite skills, experience and qualifications to perform the position functions required prior to submitting candidate to the Authority.

C. Verify the candidate's educational background and the possession of any required licenses and certifications.

D. Match candidates to positions.

E. Monitor operational and performance related aspects.

4.2. Temporary Staffing and/or Temporary to Permanent Staffing

A. When the Authority determines Temporary Staffing and Temporary to Permanent Staffing staffing needs, a Request for Candidates will be emailed to Qualified Companies on the Qualified Company List in the applicable staffing category.

B. The Request for Candidates will specify the following:

1. Staffing category
2. Staffing Solution
3. Position title
4. Position requirements
5. Estimated time frame (Temporary Staffing only)
6. Salary
7. Employee work hours
8. Skills required
9. Character attributes desired

C. A Qualified Company may respond to the Request for Candidates by providing the required information within the specified timeframe on the Request for Candidates as established by the Authority.

D. Authority Human Resources Department will review the responses to the Request for Candidates, interview proposed candidates, and determine the order of Best-Qualified Candidates.

E. Authority Procurement Department reserves the right to negotiate the Bill Rate with the

Qualified Company who submits the Best-Qualified Candidate to fill the position. If the Authority Procurement Department is unable to negotiate a satisfactory Bill Rate, the Authority Procurement Department will negotiate with the Qualified Company submitting the second Best-Qualified Candidate to fill the position. Negotiations will be undertaken in such a sequence until either a satisfactory Bill Rate is reached, at which time the Request for Candidates will be awarded, or Authority elects not to continue with the award. If a Bill Rate is not reached and the Request for Candidates is cancelled, the Authority may issue a new Request for Candidates or may contact a staffing company not on the Qualified Company List to provide candidates.

F. The Vice President of Procurement or his designee will execute the Contract, a sample of which is attached to this Solicitation as Attachment A, Sample Contract, prior to the start date of the selected candidate for each Engagement.

4.3. Direct Placement/Recruiting

When the Authority determines a Direct Placement/Recruiting is needed, an Invitation to Quote will be issued through OpenGov Procurement to the Qualified Companies. The Authority will select from two or more of the Qualified Companies submitting the lowest Bill Rates. Once a candidate is selected, a Purchase Order(s) will be issued. Refer to Attachment B, Purchase Order Terms and Conditions.

4.4. Staffing Categories

The Authority may request Services for any of the five (5) categories below:

A. Category 1 - Information Technology

B. Category 2 - Clerical/Administrative/Customer Service

C. Category 3 - Maintenance/Mechanical

D. Category 4 - Warehouse

E. Category 5 - Executive

The referenced sample position descriptions in Attachments C through G are provided only as examples of positions that may be included within each staffing category and are not intended to be all inclusive. The Authority reserves the right to revise the sample position descriptions as needed.

4.5. Recruiter/Account Manager

Qualified Company must not remove Recruiter/Account Manager from providing the Services contemplated by this Solicitation; however, the removal of such Recruiter/Account Manager due to their incapacity, voluntary termination, or termination for just cause will not cause removal from the Qualified Company List. Authority will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the Recruiter/Account

Manager being replaced. Qualified Company will not make any personnel changes of the Recruiter/Account Manager until written notice is made to and approved by the Authority Director of Human Resources.

4.6. Staffing Solutions

A. Temporary Staffing

There is no minimum period of continuous employment that may be requested by Authority under Temporary Staffing. Once placed, Authority reserves the right to terminate or extend an Engagement based on the needs of Authority.

B. Temporary to Permanent Staffing

Contract Employee requested to fill a Temporary to Permanent staffing position will complete a minimum of 120 business days, based on a forty (40) hour work week, of continuous employment under the Engagement. If at any time during the Engagement the Authority wishes to hire any Contract Employee, the Authority may request that the Qualified Company release the Contract Employee to allow the Authority to hire the Contract Employee. If the Contract Employee has not completed a minimum of 120 business days, based on a forty (40) hour work week, of continuous employment with the Authority, the Authority will pay the Qualified Company a conversion fee as stated in the schedule below:

Total hours (rounded up) billed to Authority for the converted employee's work during the 120 business day minimum continuous employment	**Cost of conversion: percentages are of the converted employee's annualized pay in new employment**
0 –160 hours	18%
161- 320 hours	13%
321– 480 hours	8%
481 – 960 hours	5%
960+	0%

C. Direct Placement/Recruiting

The Authority may engage the services of a Qualified Company to provide Direct Placement/Recruiting for executive level positions. Once a candidate is placed with the Authority as an employee, if either the employee or Authority terminate the employment relationship for any reason during the first thirty (30) calendar days, an approved replacement for the employee will be provided by the Qualified Company at no additional fee, provided that the position remains unchanged in terms of responsibilities, location, and compensation.

4.7. Right to Hire

Authority will not engage or hire, directly or indirectly, a candidate whose resume was submitted

by a Qualified Company to the Authority as a result of a Request for Candidates, but who was not selected by the Authority, for a period of one hundred eighty (180) days following the Authority's receipt of the candidate's resume.

4.8. Removal from Qualified Company List

Qualified Company may request to be removed from the Qualified Company List at any time by contacting the Authority Procurement Department. The Authority reserves the right to remove any Qualified Company from the Qualified Company List, with or without cause, upon ten (10) days written notice to such Qualified Company.

5. Payment Method

5.1. Bill Rates

Temporary Staffing and Temporary to Permanent Staffing

A. The Qualified Company will be paid based on an Authority approved Salary, Burden Rate and Administrative Fee for Temporary Staffing or Temporary to Permanent Staff for each Engagement.

B. The Qualified Company shall be responsible for providing Salary and any applicable benefits to a Contract Employee(s) placed with the Authority; making all appropriate tax, social security, Medicare and other withholding deductions and payments; providing worker's compensation insurance coverage; and making all appropriate unemployment tax payments.

C. If, at any time during the Engagement, Authority becomes dissatisfied with the performance of a Contract Employee and Authority wishes to terminate the Engagement with such Contract Employee, Authority will notify the Qualified Company specifying the reasons for its dissatisfaction. Authority will pay for all Bill Rates associated with the hours worked by the Contract Employee up to the date of such notice. Once the Contract Employee is terminated, Authority will have no further obligations to the Contract Employee or Qualified Company relating to the Engagement.

Direct Placement/Recruiting and HR Assist

A. The Qualified Company will be paid based on the percentage of Salary provided in the Invitation to Quote for each Engagement.

5.2. Invoices

Invoices submitted by Qualified Company will include a breakdown of the Bill Rate per Contract Employee in the following staffing categories: Salary, Burden Rate and Administrative Fee. Invoices required by this Solicitation will be created and submitted to the Authority Finance Department via email to payables@tampaairport.com in a form acceptable to the Authority and will include, at a minimum, the invoice date, invoice amount, dates of Services, purchase order number, and breakdown of Bill Rate.

5.3. Payment Method

The Qualified Company will be paid utilizing an automated payment method that will be selected by the Qualified Company and includes ACH, ePayables, or Purchasing Card. Information regarding the payment process for each of these payment methods is available on the Authority website at www.TampaAirport.com/procurement-department > More Information – Electronic Payment Methods.

6. Term of Qualification

6.1. Term of Qualification

By submitting a Response to this Solicitation, Qualified Company agrees to remain qualified to provide Services for the Term of Qualification. The Authority reserves the right to remove any Qualified Company from the Qualified Company List, with or without cause, or to cancel the entire Qualified Company List, upon ten (10) days written notice to the Qualified Company(ies).

7. Solicitation General Terms and Conditions

7.1. Binding Offer

A Response may be withdrawn by Respondent at any time prior to February 29, 2028 by submitting a request in writing to the Procurement Agent. The submission of a Response will be taken as prima facie evidence that the Respondent has familiarized itself with the contents of this Solicitation in its entirety.

7.2. 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 response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response 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 thirty six (36) months from the date of being placed on the convicted vendor list.

7.3. Non-Exclusivity

The Respondent understands and agrees 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.

7.4. Collusion

More than one Response from the same Respondent under the same or different names will not be considered. Joint Responses will not be accepted. Reasonable grounds for believing that a Respondent is submitting more than one Response will cause the rejection of all Responses in which the Respondent is involved. Responses 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 (6) months following February 29, 2028.

7.5. Compliance

Respondents must comply with all Authority, local, State and Federal directives, orders, policies and laws as applicable to this Solicitation.

7.6. Public Disclosure

All Responses and other materials or documents submitted by a Respondent to this Solicitation will become the property of the Authority. The Authority is subject to the open records requirements of Florida 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.

7.7. Procurement Protests Policy

Failure to follow Authority Policy P512, Procurement Protests, as set out in the Authority policies, constitutes a waiver of the Respondent's protest and resulting claims. A copy of Policy P512, Procurement Protests, 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. A copy is also available online at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources - Procurement Protests Policy. The Authority will post on its website, and make available for public access, any and all formal protest documents received on this Solicitation.

7.8. Suspension/Debarment of Contractors

By submitting a Response, the Respondent acknowledges that it is subject to the Authority Policy P414, Suspension and Debarment of Contractors. A copy of Policy P414, Suspension and Debarment of Contractors, 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 website: www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources - Suspension Debarment Policy.

7.9. Woman and Minority Owned Business Enterprise (W/MBE) Assurance and Participation

A. It is the policy of the Authority that woman and minority-owned business enterprises 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 a woman or minority owned business enterprise with Hillsborough County, City of Tampa, or State of Florida Department of Management Services, Office of Supplier Diversity, or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program (FLUCP) (collectively, W/MBEs or W/MBE firms) 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. 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.

B. W/MBE Goal

No specific W/MBE participation goal is established for this Solicitation. However, Respondents are encouraged to propose participation by W/MBEs to perform commercially useful functions of the Services required in this Solicitation. To propose W/MBE participation the Respondent must submit a completed W/MBE Assurance and Participation form and attach a Letter of Intent for each W/MBE that is proposed to participate in the Contract and/or Purchase Order issued as a result of this Solicitation at the time the Response is submitted to the Authority. If a Respondent is a W/MBE firm, the Respondent must submit a Letter of Intent for the work the Respondent proposes to self-perform and count toward the W/MBE goal.

C. Eligibility of W/MBEs

To ensure the eligibility of a W/MBE firm proposed to participate in the awarded Qualified Company List, the firm must be certified as a woman or minority owned business by the City of Tampa, Hillsborough County, the State of Florida Department of Management Services, Office of Supplier Diversity, or as a DBE by the FLUCP. Proposed W/MBE firms must be certified at the time Responses are received. A directory of certified DBEs and links to the various agency websites that have directories of certified W/MBEs are available on the Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Business Diversity.

7.10. Disclosure of Authority Records

The Authority owns all records and documents generated by Qualified Respondent(s) pursuant to the provision of Services and the Qualified Respondent(s) agrees that it will not, without written approval by the Authority, disclose publicly said records and documents.

7.11. Hold Harmless

Respondent, in responding to this Solicitation, affirms it 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 this Solicitation process and will pay all expenses in defending any claims made against the Authority.

7.12. Prohibition Against Contracting with Scrutinized Companies

Pursuant to Florida Statute Section 287.135, as of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute Section 215.4725, or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or

services of any amount.

Additionally, as of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, 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, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/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.

Each Respondent must complete and return the Scrutinized Company Certification Form included in the Required Forms section of OpenGov Procurement for this Solicitation. If the Respondent is found to have submitted a false certification, been placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or for any contract for goods or services of $1 million or more, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is found to have been engaged in business operations in Cuba or Syria, the Authority may terminate any resulting Purchase Order, Contract, or award.

7.13. Consent to Inquiry

The determination by Authority as to whether a Respondent is eligible for recommendation for award may include an investigation of all information provided in Respondent's Response. A final ranking will not be made until all investigations are completed through whatever investigative measures the Authority selects and from any sources deemed by the Authority as necessary and prudent. By submitting a Response, Respondent consents to and agrees to cooperate with any such investigation.

7.14. Non-Discrimination

The Hillsborough County Aviation Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Respondents that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this Solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

8. Insurance Requirements

The Qualified Company will be required to provide and maintain the insurance coverage and limits as outlined below throughout each Engagement with the Authority.

In the event Qualified Company becomes in default of the following requirements, Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that Authority, members of the Authority's governing body, and Authority officers, volunteers and employees are included as additional insured.

8.1. Required Coverage - Minimum Limits

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to each Contract and/or Purchase Order will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to each Contract and/or Purchase Order.

8.2. Commercial General Liability Insurance

The minimum limits of insurance covering the work performed pursuant to each Contract and/or Purchase Order will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the Qualified Company under the Contract and/or Purchase Order or the use or occupancy of Authority premises by, or on behalf of, the Qualified Company in connection with the Contract and/or Purchase Order. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

Engagement Specific

General Aggregate $1,000,000

Each Occurrence $1,000,000

Personal and Advertising Injury Each Occurrence $1,000,000

Products and Completed Operations Aggregate $1,000,000

8.3. Workers' Compensation and Employer's Liability Insurance

The minimum limits of insurance are:

Part One: "Statutory"

Part Two:

Each Accident $1,000,000

Disease – Policy Limit $1,000,000

Disease – Each Employee $1,000,000

8.4. Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the work performed pursuant to each Contract and/or Purchase Order are:

Each Occurrence – Bodily Injury and Property Damage Combined $1,000,000

8.5. Professional Liability Insurance

Such insurance will be provided on a form acceptable to Authority and maintained throughout each Contract and/or Purchase Order and for three years following completion of each Contract and/or Purchase Order. Coverage will include all work of Qualified Company without exclusions unless approved in writing by Authority. The limits of coverage will not be less than:

Each Occurrence $1,000,000

Annual Aggregate $1,000,000

8.6. Commercial Crime Insurance

The minimum limits of Commercial Crime insurance, including coverage for losses to "Clients' Property", on a form no more restrictive than ISO form CG 04 01 08 13, covering, but not limited to, loss arising from employee theft, employee dishonesty, forgery or alteration, robbery, burglary, embezzlement, disappearance, destruction, money orders and counterfeit currency, depositors forgery, computer fraud, on-premises and in-transit are:

Each Occurrence $1,000,000

8.7. Waiver of Subrogation

Qualified Company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by a Contract and/or Purchase Order, waives all rights against the Authority, members of Authority's governing body and the Authority's officers, volunteers, agents, and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the Qualified Company.

8.8. Incident Notification

The Qualified Company will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury or property damage occurring on Authority-owned property, tenant owned property or third party property.

8.9. Customer Claims, Issues, or Complaints

All customer claims, issues, or complaints regarding property damage or bodily injury related to the Qualified Company will be promptly handled, addressed and resolved by the Qualified Company.

The Qualified Company will track all customer claims, issues, and complaints and their status on a Claims Log available for review, as needed, by Authority Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or resolution. Authority Risk Management has the option to monitor all incidents, claims, issues or complaints where the Authority could be held liable for injury or damages.

8.10. Conditions of Acceptance

The insurance maintained by Qualified Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Supplier Resources > Insurance for Suppliers.

9. Response Requirements

9.1. Solicitation Process

This Solicitation 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 Responses; to waive minor irregularities in this Solicitation process or in the Responses thereto; 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; to negotiate an agreement with another Respondent if an agreement cannot be negotiated with the Qualified Company; and to make the award in the best interest of the Authority.

9.2. Cost of Preparation

All costs associated with preparing and delivering a 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.

9.3. Solicitation Compliance

It is the responsibility of each Respondent to examine carefully this Solicitation and to judge for itself all of the circumstances and conditions which may affect its Response. 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, the operational conditions, or any other relevant documents or information, will not relieve the Respondent from fully complying with this Solicitation. This Solicitation will be awarded only to a Respondent considered to be capable of performing the Services as required in this Solicitation. Authority may declare any Respondent ineligible at any time during the process of receiving Responses or awarding the Solicitation where developments arise which, in the opinion of the Authority, adversely affect the Respondent's competency to perform the Services and to discharge its responsibilities under this Solicitation.

9.4. Questions, Clarifications, and Addenda

A. Each Respondent must examine the Solicitation Documents, which incorporates all its addenda, appendices, exhibits and attachments, including Attachment A, Sample Contract and Attachment B, Purchase Order Terms and Conditions, to determine if the requirements are clearly stated.

B. Respondents are required to register for an account via the Authority's e-Procurement Portal hosted by OpenGov Procurement. Once Respondent has completed their registration,

Respondent will receive addenda notifications via email by clicking "Follow" on the Solicitation via the Authority's e-Procurement Portal, located at https://secure.procurenow.com/portalampaairport. It is the sole responsibility of each Respondent to periodically check the website for any issued addenda at https://secure.procurenow.com/portalampaairport.

C. All questions and clarification requests 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, must be submitted via the Authority's e-Procurement Portal, located at https://secure.procurenow.com/portalampaairport. All answers to questions and clarification requests will be posted on the Authority's e-Procurement Portal. Respondents may also click "Follow" on the Solicitation, via the Authority's e-Procurement Portal, located at https://secure.procurenow.com/portalampaairport, to receive an email notification when such answers and clarifications are posted. It is the responsibility of the Respondent to check the website for answers to questions and clarification requests.

D. If the Respondent requests modifications to the 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, clarification or modification request concerning this Solicitation.

Any issue that may affect the Respondent's ability to submit a Response or to provide the Services may be submitted to the Procurement Agent. The Authority will determine if the issue affects the Respondent's ability to submit a Response or provide the Services and, if it substantially does so, the Authority will issue an Addendum addressing the issue.

E. All modifications to this Solicitation, including all its addenda, appendices, exhibits and attachments, including Attachment A, Sample Contract and Attachment B, Purchase Order Terms and Conditions, and any supplemental instructions, will be in the form of written addenda 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 website with this Solicitation by the date stated in the Timeline.

F. Failure of any Respondent to acknowledge an issued addendum in its Response will not relieve the Respondent from any obligation contained therein.

9.5. Disclosure

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

9.6. Opening

There will be no formal Response opening for this Solicitation. Responses will be opened and evaluated as they are submitted.

9.7. Supplemental Information

The Authority reserves the right to request any supplementary information from Respondent it deems necessary to evaluate the Respondent's Response and clarify or substantiate any information contained in the Respondent's Response or supplemental information provided by the Respondent as part of the evaluation process.

9.8. File Uploads

All electronic files uploaded must be in a common format accessible by software programs the Authority uses. Such common formats are generally described as Microsoft® Word (.doc or .docx), Microsoft® Excel (.xls or .xlsx), Microsoft® Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf).

Respondent will not secure, password protect or lock uploaded files. The Authority must be able to open and view the contents of uploaded files. Respondent will not disable or restrict the ability of the Authority to print the contents of an uploaded file.

Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading and interpreting the words, drawings, images or sketches.

It is the Respondent's responsibility to ensure the files uploaded to the Authority's software programs are not corrupt.

The Authority may deem any Response that does not meet the criteria stated in this paragraph to be non-responsive.

10. Respondent Questionnaire

10.1. Minimum Qualifications

10.1.1. Respondent is registered with the Florida Department of State, Division of Corporations to do business in the State of Florida. (www.sunbiz.org)*

*Response required

10.1.2. Respondent confirms that, if added to the Qualified Company List, Respondent will register with the Authority as a Supplier. (www.TampaAirport.com/procurement-department > Register as a Supplier)*

☐ Please confirm

*Response required

10.1.3. Respondent confirms that the Respondent is NOT 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/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list)*

☐ Please confirm

*Response required

10.1.4. Respondent confirms it has the ability to obtain the insurance coverage and limits as required in Section 8, Insurance Requirements, of this Solicitation for each Engagement.*

☐ Please confirm

*Response required

10.1.5. Respondent will accept payment utilizing an automated payment method that will include one of the following: Automated Clearing House (ACH), ePayables, or Purchasing Card. (www.TampaAirport.com/procurment-department > More Information – Electronic Payment Methods)

Select from the options below:

Select all that apply

☐ Automated Clearing House (ACH)
☐ ePayables
☐ Purchasing Card

10.1.6. Respondent confirms that if a candidate submitted by the Qualified Company is

selected for a Temporary Staffing or Temporary to Permanent Staffing Engagement, the Qualified Company will enter into a Contract, a sample of which is provided at Attachment A, Sample Contract.*

☐ Please confirm

*Response required

10.1.7. Respondent confirms that if a candidate submitted by the Qualified Company is selected for a Direct Placement/Recruiting/HR Assist Engagement, the Qualified Company will accept a Purchase Order, a sample of which is provided at Attachment B, Purchase Order Terms and Conditions.*

☐ Please confirm

*Response required

10.2. RESPONDENT INFORMATION

10.2.1. Respondent has completed and submitted the Respondent Information Form.*

Please download the below documents, complete, and upload.

- Respondent_Information_form...

*Response required

10.2.2. Respondent has completed and submitted the Scrutinized Company Certification Form.*

Please download the below documents, complete, and upload.

- Scrutinized_Company_Certifi...

*Response required

10.2.3. Respondent has completed and submitted the W/MBE Assurance and Participation Form.*

Please download the below documents, complete, and upload.

- WMBE_Assurance_and_Particip...

*Response required

10.2.4. Respondent is applying to be added to the categories below:

Select all that Respondent is applying.

NOTE: Respondent must have the minimum years of experience listed in each section to apply.

Select all that apply

☐ Temporary and Temporary to Permanent Staffing - Information Technology
☐ Temporary and Temporary to Permanent Staffing - Clerical/Administrative/Customer Service
☐ Temporary and Temporary to Permanent Staffing - Maintenance/Mechanical

☐ Temporary and Temporary to Permanent Staffing - Warehouse
☐ Direct Placement/Recruiting/HR Assist - Information Technology
☐ Direct Placement/Recruiting/HR Assist - Clerical/Administrative/Customer Service
☐ Direct Placement/Recruiting/HR Assist - Maintenance/Mechanical
☐ Direct Placement/Recruiting/HR Assist - Executive

10.3. CATEGORY 1 - INFORMATION TECHNOLOGY

If requesting to be added to the Qualified Company List for Information Technology, the Respondent MUST complete Section 10.3.1 below and meet the minimum qualifications listed in Section 10.1.

NOTE: If Respondent is not applying for this category, please move to the next category.

10.3.1. Respondent has a minimum of three (3) years of experience, within the five (5) years prior to submitting a Response, providing Temporary Staffing and/or Temporary to Permanent Staffing for Information Technology positions to government agencies.

Provide a minimum of three (3) references, including the following:

Company Name

Contact Name

Contact Email Address

Contact Phone Number

Contract Start Date

Contract End Date

10.3.2. Respondent has a minimum of three (3) years of experience, within the five (5) years prior to submitting a Response, providing Direct Placement/Recruiting/HR Assist services in Information Technology positions to government agencies.

Provide a minimum of three (3) references, including the following:

Company Name

Contact Name

Contact Email Address

Contact Phone Number

Contract Start Date

Contract End Date

10.3.3. Respondent confirms Recruiter/Account Manager has two (2) years of experience,

within the five (5) years prior to submitting a Response, providing Temporary Staffing, Temporary to Permanent Staffing, and/or Direct Placement/Recruiting/HR Assist services in Information Technology positions to government agencies.

Recruiter/Account Manager Requirements

☐ Please confirm

10.4. CATEGORY 2 - CLERICAL/ADMINISTRATIVE/CUSTOMER SERVICE

If requesting to be added to the Qualified Company List for Clerical/Administrative/Customer Service, the Respondent MUST complete Section 10.4.1 below and meet the minimum qualifications listed in Section 10.1.

NOTE: If Respondent is not applying for this category, please move to the next category.

10.4.1. Respondent has a minimum of three (3) years of experience, within the five (5) years prior to submitting a Response, providing Temporary Staffing and/or Temporary to Permanent Staffing for clerical/administrative/customer service positions to government agencies.

Provide a minimum of three (3) references, including the following:

Company Name

Contact Name

Contact Email Address

Contact Phone Number

Contract Start Date

Contract End Date

10.4.2. Respondent has a minimum of three (3) years of experience, within the five (5) years prior to submitting a Response, providing Direct Placement/Recruiting/HR Assist services in clerical/administrative/customer service positions to government agencies.

Provide a minimum of three (3) references, including the following:

Company Name

Contact Name

Contact Email Address

Contact Phone Number

Contract Start Date

Contract End Date

10.4.3. Respondent confirms Recruiter/Account Manager has two (2) years years of experience, within the five (5) years prior to submitting a Response, providing Temporary Staffing, Temporary to Permanent Staffing, and/or Direct Placement/Recruiting/HR Assist services in clerical/administrative/customer service positions to government agencies.

☐ Please confirm

10.5. CATEGORY 3 - MAINTENANCE/MECHANICAL

If requesting to be added to the Qualified Company List for Maintenance/Mechanical, the Respondent MUST complete Section 10.5.1 below and meet the minimum qualifications listed in Section 10.1.

NOTE: If Respondent is not applying for this category, please move to the next category.

10.5.1. Respondent has a minimum of three (3) years of experience, within the five (5) years prior to submitting a Response, providing Temporary Staffing and/or Temporary to Permanent Staffing for maintenance/mechanical positions to government agencies.

Provide a minimum of three (3) references, including the following:

Company Name

Contact Name

Contact Email Address

Contact Phone Number

Contract Start Date

Contract End Date

10.5.2. Respondent has a minimum of three (3) years of experience, within the five (5) years prior to submitting a Response, providing Direct Placement/Recruiting/HR Assist services in maintenance/mechanical positions to government agencies.

Provide a minimum of three (3) references, including the following:

Company Name

Contact Name

Contact Email Address

Contact Phone Number

Contract Start Date

Contract End Date

10.5.3. Respondent confirms Recruiter/Account Manager has two (2) years of experience, within the five (5) years prior to submitting a Response, providing Temporary Staffing, Temporary to Permanent Staffing, and/or Direct Placement/Recruiting/HR Assist services in maintenance/mechanical positions to government agencies.

☐ Please confirm

10.6. CATEGORY 4 - WAREHOUSE

If requesting to be added to the Qualified Company List for Warehouse, the Respondent MUST complete Section 10.6.1 below and meet the minimum qualifications listed in Section 10.1.

NOTE: If Respondent is not applying for this category, please move to the next category.

10.6.1. Respondent has a minimum of three (3) years of experience, within the five (5) years prior to submitting a Response, providing Temporary Staffing and/or Temporary to Permanent Staffing for warehouse positions to government agencies.

Provide a minimum of three (3) references, including the following:

Company Name

Contact Name

Contact Email Address

Contact Phone Number

Contract Start Date

Contract End Date

10.6.2. Respondent confirms Recruiter/Account Manager has two (2) years of experience, within the five (5) years prior to submitting a Response, providing Temporary Staffing, Temporary to Permanent Staffing, and/or Direct Placement/Recruiting/HR Assist services in warehouse positions to government agencies.

☐ Please confirm

10.7. CATEGORY 5 - EXECUTIVE

If requesting to be added to the Qualified Company List for Executive, the Respondent MUST complete Section 10.7.1 below and meet the minimum qualifications listed in Section 10.1.

NOTE: If Respondent is not applying for this category, please move to the next category.

10.7.1. Respondent has a minimum of three (3) years of experience, within the five (5)

years prior to submitting a Response, providing Direct Placement/Recruiting/HR Assist for executive level positions to government agencies.

Provide a minimum of three (3) references, including the following:

Company Name

Contact Name

Contact Email Address

Contact Phone Number

Contract Start Date

Contract End Date

10.7.2. Respondent confirms Recruiter/Account Manager has five (5) years of experience, within the five (5) years prior to submitting a Response, providing Direct Placement/Recruiting/HR Assist services in executive level positions to government agencies.

☐ Please confirm