

# BOCA RATON AIRPORT AUTHORITY MEETING AGENDA

Wednesday, February 19, 2020  
Council Chambers – City Hall  
201 W. Palmetto Park Road, Boca Raton, Florida

The Boca Raton Airport Authority Agenda will be considered by the Chair and Authority Board Members on Wednesday, February 19, 2020 at 6 p.m. All requests to be placed on the agenda by the public must be submitted to the Executive Director, in writing, via the Agenda Request Form, at least twenty (20) days before the Authority meeting. Such written requests must be in sufficient detail to identify the subject matter as well as the contact person who will represent the matter before the Authority. The Boca Raton Airport Authority reserves the right to not consider matters over which the Authority has no jurisdiction.

This meeting will be televised on Comcast channel 20 in the City of Boca Raton, and on AT&T U-Verse channel 99 throughout Palm Beach County and will be videotaped for broadcast at a later date. The meeting will also be streamed live to the Boca Raton Airport Authority Website, [www.bocaairport.com](http://www.bocaairport.com) and may also be heard on the radio on 1650 AM.

## I. **ROLL CALL**

MELVIN POLLACK	CHAIR
RANDY NOBLES	VICE-CHAIR
JAMES R. NAU	SECRETARY/TREASURER
CHERYL BUDD	BOARD MEMBER
MITCHELL FOGEL	BOARD MEMBER
GENE FOLDEN	BOARD MEMBER
BOB TUCKER	BOARD MEMBER

## II. **APPROVAL OF MINUTES**

Consider approval of Minutes for the Regular Meeting of January 16, 2020.

## III. **AGENDA CHANGES**

## IV. **PUBLIC REQUESTS**

If any member of the public wishes to provide comment on any item, the time to do so is now. Please complete a public comment card identifying the item upon which you wish to be heard and provide it to Ms. Landers. The public comment

cards are located in the lobby. Each member of the public wishing to comment will be provided with 5 minutes to do so. The Chair reserves the right to move the public comment opportunity on a specific agenda item to the point in the agenda when that item is to be considered and /or to extend the allotted time per speaker.

**V. CONSENT AGENDA**

**VI. FEDERAL, STATE AND MUNICIPAL INPUT**

**VII. FINANCIAL REPORT**

A. Presentation of the January 2020 Financial Report.

Consider a Motion for approval of the Financial Report for January 2020.

**VIII. TENANT REPORTS AND REQUESTS**

A. Signature Flight Support Special Event Request.

Consider Resolution No. 02-04-20 of the Boca Raton Airport Authority conditionally approving the request of Signature Flight Support Corporation to hold a Wings, Wheels and Fashion Special Event benefiting charity on April 25, 2020.

B. Premier Aviation of Boca Raton, LLC Sign Request.

Consider Resolution No. 02-05-20 of the Boca Raton Airport Authority approving Premier Aviation of Boca Raton, LLC's request for approval to install temporary real estate signage.

**IX. EXECUTIVE DIRECTOR AND STAFF REPORTS**

A. Noise Abatement/Operations Summary for the month of January 2020.

B. Security Guard Services Contract Award

Consider Resolution No. 02-06-20 of the Boca Raton Airport Authority awarding a three-year contract to Allied Universal Security per terms specified in Request for Proposals 2019-BRAA-02 Security Guard Services.

C. Information Technology Services Award.

Consider Resolution No. 02-07-20 of the Boca Raton Airport Authority awarding a three-year contract to Simplitfy, LLC per terms specified in Request for Proposals 2019-BRAA-03 Information Technology Services.

D. Boca Raton Airport Strategic Business Plan Update.

**X. AUTHORITY BOARD MEMBER REQUESTS AND REPORTS**

**XI. PUBLIC COMMENT**

**XII. OTHER BUSINESS**

**XIII. MISCELLANEOUS**

The next meeting is scheduled for March 18, 2020 at 6:00 p.m. in the Boca Raton Council Chambers at City Hall.

**XIV. ADJOURNMENT**

Respectfully Submitted,  
Clara Bennett  
Executive Director

**Boca Raton Airport Authority  
Meeting Minutes  
January 15, 2020  
Boca Raton City Hall – Council Chambers**

Chair Melvin Pollack called the meeting to order at 6:00 P.M.

**BOARD MEMBERS**

Melvin Pollack	Chair
Randy Nobles	Vice-Chair
James R. Nau	Secretary/Treasurer - ABSENT
Cheryl Budd	Board Member
Mitchell Fogel	Board Member - ABSENT
Gene Folden	Board Member
Bob Tucker	Board Member

**COUNSEL**

Amy Petrick, Esquire – Lewis Longman Walker

**STAFF**

Clara Bennett, Executive Director  
Travis Bryan, Operations Manager  
Christine Landers, Business Manager  
Robert Abbott, Operations and Finance Analyst  
William Urbanek, Operations Coordinator  
Robert Pratt, Operations and Admin. Coordinator

The meeting was televised live and videotaped for broadcast at a later date. The meeting was also streamed live to the Boca Raton Airport Authority Website, [www.bocaairport.com](http://www.bocaairport.com) and aired on the radio at 1650 AM.

**APPROVAL OF MINUTES**

**A MOTION to approve the minutes of the December 2019 Regular Meeting was made by Ms. Budd and seconded by Mr. Nobles. The Motion carried unanimously.**

**AGENDA CHANGES**

There were no agenda changes.

**PUBLIC REQUESTS**

There were no public requests.

**CONSENT AGENDA**

There were no items on the consent agenda.

## **FEDERAL, STATE AND MUNICIPAL INPUT**

There was no Federal, State or Municipal Input.

## **FINANCIAL REPORT**

Mr. Abbott presented the Financial Report for December 2019.

**A MOTION to approve the Financial Report for December 2019 was made by Mr. Nobles and seconded by Mr. Tucker. The Motion carried unanimously.**

## **TENANT REPORTS AND REQUESTS**

There were no tenant reports or requests.

## **EXECUTIVE DIRECTOR AND STAFF REPORTS**

Mr. Urbanek presented the Noise Abatement/Operations Summary for the month of December 2019.

Mr. Tucker stated he had the opportunity to speak to one of the residents who submitted a noise concern, and he found that the resident was very appreciative of the information provided by Airport Management.

Ms. Bennett presented a Public Transportation Grant Agreement for Financial Project No. 429710-1-94-01 with the State of Florida Department of Transportation for Security Enhancements – Phase 4 at the Boca Raton Airport.

Mr. Pollack inquired about the timeline and scope of work for the project. Ms. Bennett advised that no work can begin until the grant is in place, but Airport Management is developing the scope of work for the project and exploring options, including camera upgrades, video surveillance, fiberoptic cabling and electronic equipment.

**A MOTION to approve Resolution No. 01-01-20 of the Boca Raton Airport Authority accepting the Public Transportation Grant Agreement with the State of Florida Department of Transportation for Security Enhancements – Phase 4 at the Boca Raton Airport was made by Mr. Nobles and seconded by Mr. Tucker. The Motion carried unanimously.**

Ms. Bennett presented a Public Transportation Grant Agreement for Financial Project No. 441605-1-04-1 with the State of Florida Department of Transportation for an Observation Area at the Boca Raton Airport.

Mr. Tucker inquired as to how Management will promote the planned Observation Area. Ms. Bennett advised that there will be a campaign promoting the new Observation Area, including community outreach, social media, press coverage and signage.

**A MOTION to approve Resolution No. 01-02-20 of the Boca Raton Airport Authority accepting the Public Transportation Grant Agreement with the State of Florida Department of Transportation for an Observation Area at the Boca Raton Airport was made by Ms. Budd and seconded by Mr. Tucker. The Motion carried unanimously.**

Mr. Bryan presented the results of Invitation to Bid No. 2019-BRAA-01 – Air Traffic Control Tower (ATCT) Renovations Phase II Glass Replacement and recommended a contract award to A-Christian Glass & Mirror Co.

A discussion ensued.

Mr. Pollack inquired as to the timeline for the project. Mr. Bryan advised that the project is anticipated to take three to four months, and that the work will be performed during the day.

Mr. Josh Overmyer, Design Consultant, A-Christian Glass & Mirror Co. provided a brief overview of the company and timeline for installation.

**A MOTION to approve Resolution No. 01-03-20 of the Boca Raton Airport Authority awarding a contract for Air Traffic Control Tower Renovations Phase II Glass Replacement to A-Christian Glass & Mirror Co. was made by Ms. Budd and seconded by Mr. Folden. The Motion carried unanimously.**

Ms. Landers presented the quarterly update on the Airport's Corporate Identity and Community Engagement program.

Mr. Pollack introduced the Executive Director's annual performance evaluation and provided an overview of the process.

**A MOTION to approve a salary adjustment for the Executive Director of 4% was made by Mr. Pollack and seconded by Mr. Folden.**

Mr. Folden inquired about the Executive Director's current salary.

Ms. Budd provided a summary of the Executive Director performance review and salary adjustment process. Mr. Nobles provided additional insight regarding the efforts made in 2019 by the Board to structure a more objective and quantifiable review process.

Mr. Tucker commended the Executive Director and stated his recommendation of a 5% salary adjustment.

A discussion ensued.

Mr. Pollack withdrew his motion for a 4% salary increase.

**A MOTION to approve a salary adjustment for the Executive Director of 5% was made by Mr. Tucker and seconded by Mr. Nobles. The Motion carried unanimously.**

Mr. Pollack inquired as the range for the performance bonus. Mr. Nobles stated that the performance bonus is up to 15%. Ms. Petrick advised that per the Personnel Manual and the process followed in prior years the bonus would be applied to the new salary.

A discussion ensued.

**A MOTION to award the Executive Director a 15% performance bonus was made by Mr. Nobles and seconded by Mr. Tucker. The Motion carried unanimously.**

### **AUTHORITY MEMBERS REQUESTS AND REPORTS**

Mr. Tucker inquired about the upcoming special events at the Airport. Ms. Bennett provided details regarding both upcoming tenant special events.

Mr. Tucker inquired about the upcoming Super Bowl weekend. Ms. Bennett advised the Board of the restrictions placed on the Airport by the FAA and the NFL and how airport tenants are handling to those restrictions.

### **PUBLIC INPUT**

There was no public input.

### **OTHER BUSINESS**

There was no additional business.

### **MISCELLANEOUS**

The next regularly scheduled meeting is Wednesday, February 19, 2020 at 6:00 p.m. in the Boca Raton Council Chambers at City Hall.

### **ADJOURNMENT**

Meeting adjourned at 6:53 p.m.

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Melvin Pollack, Chair

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Date



# Memo

To: Melvin Pollack, Chair and Board Members  
From: Ariadna Camilo, Finance and Administration Manager  
Date: February 19, 2020  
**RE: Financial Report – January 2020**

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## **AGENDA ITEM – VII – A**

Airport Management and the Secretary/Treasurer will provide an overview of the Financial Report for the four months ending January 31, 2020.

Total Operating Revenues as of January 31, 2020 were \$2,016,868 an increase of \$133,701 or 7.1% to budget. This increase in revenue year to date is attributable to the seasonal nature of Fuel Flowage, which we anticipate will normalize as the year progresses.

Total Non-Operating Revenues and Capital Contributions as of January 31, 2020 were \$0.

Total Operating Expenses as of January 31, 2020 were \$1,124,648 a decrease of \$129,685 or 10.3% compared to budget. Significant variances in expenses compared to budget for the four months ending January 31, 2020 are as follows:

- Personnel expenditures are up \$34,163 or 8.4% to budget, primarily due to one-time bonus expenses paid out in the first quarter. Actual expenses for Personnel do not exceed the annual budget.
- Office Operating expenditures are up \$37,845 or 35.9% to budget, primarily due to various Administration office maintenance projects completed in the first quarter. Actual expenses for Office Operations do not exceed the annual budget.
- Marketing and Special Event expenditures are up \$34,524 or 54.2% to budget, primarily due to one-time expenses for sponsorships and the BRAA Scholarship

contribution made in October. Actual expenses for sponsorships and the BRAA Scholarship do not exceed the annual budget.

- Project expenditures are down \$208,142 or 82.5% to budget, primarily due to the ATCT rehabilitation project.
- Professional Services are down \$8,399 or 14.0% to budget. Year to date legal expenditures are detailed below, including a breakdown of costs for board member related matters and capital projects.

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	TOTAL
<b>GENERAL</b>	\$ 5,980	\$ 10,699	\$ 8,008	\$ 7,072	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,759
<b>BOARD</b>	\$ 676	\$ -	\$ -	\$ 208	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 884
<b>TASK 59</b>	\$ 14,170	\$ 15,743	\$ 15,782	\$ 8,424	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,119

Total Capital Expenditures as of January 31, 2019 were \$162,851. The majority of Capital Expenditures were attributable to Task 59 – Storm Drainage System Upgrades of the Capital Improvement Program. Of the total \$162,851 in Capital Expenditures, \$54,119 were attributable to project-related legal fees, while \$43,090 were attributable to Capital Outlay.



**Boca Raton Airport Authority**  
**Income Statement: Budget Variance Summary**  
**For the Four Months Ending January 31, 2020**  
(unaudited)

**Summary Results**

	FY 2020 Annual Budget	FY 2020 January Actual	FY 2020 January Budget	Variance FY 2020 Actual vs. Budget	
				Dollars	Percent
Operating Revenues	\$ 5,649,500	\$ 2,016,868	\$ 1,883,167	\$ 133,701	7.1%
Operating Expenses	\$ 3,763,000	\$ 1,124,648	\$ 1,254,333	\$ (129,685)	-10.3%
<b>Operating Income/(Loss) before Depreciation</b>	<b>\$ 1,886,500</b>	<b>\$ 892,220</b>	<b>\$ 628,833</b>	<b>\$ 263,386</b>	<b>41.9%</b>
Depreciation	\$ 1,955,000	\$ 651,667	\$ 651,667	\$ -	0.0%
<b>Net Operating Income/(Loss)</b>	<b>\$ (68,500)</b>	<b>\$ 240,553</b>	<b>\$ (22,833)</b>	<b>\$ 263,386</b>	<b>-1153.5%</b>
Non-Operating Revenues	\$ 605,200	\$ -			
<b>Income/(Loss) before Capital Contributions</b>	<b>\$ 536,700</b>	<b>\$ 240,553</b>			
Capital Contributions from State and Federal Grants	\$ 3,675,000	\$ -			
<b>Change in Net Position</b>	<b>\$ 4,211,700</b>	<b>\$ 240,553</b>			



**Boca Raton Airport Authority**  
**Income Statement: Budget Variance Summary**  
**For the Four Months Ending January 31, 2020**  
(unaudited)

**Revenue Summary**

	FY 2020 Annual Budget	FY 2020 January Actual	FY 2020 January Budget	Variance FY 2020 Actual vs. Budget	
				Dollars	Percent
Rent Revenue	\$ 4,112,300	\$ 1,386,874	\$ 1,370,767	\$ 16,107	1.2%
Fuel Flowage Fees	\$ 800,000	\$ 342,734	\$ 266,667	\$ 76,067	28.5%
Customs Facility Revenue	\$ 480,000	\$ 182,595	\$ 160,000	\$ 22,595	14.1%
Interest Income	\$ 210,000	\$ 78,931	\$ 70,000	\$ 8,931	12.8%
Other Revenue	\$ 47,200	\$ 25,734	\$ 15,733	\$ 10,001	63.6%
<b>Total Operating Revenues</b>	<b>\$ 5,649,500</b>	<b>\$ 2,016,868</b>	<b>\$ 1,883,167</b>	<b>\$ 133,701</b>	<b>7.1%</b>
FDOT Grants	\$ 605,200	\$ -			
<b>Non-Operating Revenues</b>	<b>\$ 605,200</b>	<b>\$ -</b>			
FDOT Grants	\$ 1,425,000	\$ -			
FAA Grants	\$ 2,250,000	\$ -			
<b>Capital Contributions</b>	<b>\$ 3,675,000</b>	<b>\$ -</b>			
<b>from State and Federal Grants</b>					



**Boca Raton Airport Authority**  
**Income Statement: Budget Variance Summary**  
**For the Four Months Ending January 31, 2020**  
(unaudited)

**Expense Summary**

	FY 2020 Annual Budget	FY 2020 January Actual	FY 2020 January Budget	Variance FY 2020 Actual vs. Budget	
				Dollars	Percent
Personnel Expenses	\$ 1,213,900	\$ 438,797	\$ 404,633	\$ 34,163	8.4%
Professional Services	\$ 180,500	\$ 51,767	\$ 60,167	\$ (8,399)	-14.0%
Office Operating Expenses	\$ 316,200	\$ 143,245	\$ 105,400	\$ 37,845	35.9%
Airport Operations	\$ 530,100	\$ 171,443	\$ 176,700	\$ (5,257)	-3.0%
Insurance Expense	\$ 171,300	\$ 56,304	\$ 57,100	\$ (796)	-1.4%
ATCT Facility	\$ 80,500	\$ 21,535	\$ 26,833	\$ (5,298)	-19.7%
Customs Facility	\$ 323,000	\$ 99,342	\$ 107,667	\$ (8,325)	-7.7%
Marketing & Special Events	\$ 191,000	\$ 98,190	\$ 63,667	\$ 34,524	54.2%
Projects	\$ 756,500	\$ 44,025	\$ 252,167	\$ (208,142)	-82.5%
<b>Total Operating Expenses</b>	<b>\$ 3,763,000</b>	<b>\$ 1,124,648</b>	<b>\$ 1,254,333</b>	<b>\$ (129,685)</b>	<b>-10.3%</b>
Capital Outlay	\$ 44,000	\$ 43,090			
Capital Improvement Program	\$ 4,125,000	\$ 119,761			
<b>Total Capital Expenditures</b>	<b>\$ 4,169,000</b>	<b>\$ 162,851</b>			



**Boca Raton Airport Authority**  
**Balance Sheet Summary**  
**January 31, 2020**  
(unaudited)

**Summary Results**

ASSETS		LIABILITIES AND CAPITAL	
Current Assets		Current Liabilities	
Cash and Cash Equivalents	\$ 1,268,972	Accounts Payable	\$ 186,767
Receivables	\$ 148,953	Due to Other Governments	\$ 38,919
Due From Other Governments	\$ 41,102	Compensated Absences, short-term	\$ 39,264
Money Markets	\$ 99	Deferred Rent Income	\$ 230,718
Certificates of Deposit	\$ 9,849,325		
Certificates of Deposit, Restricted	\$ 184,296		
Other Assets	\$ 150,538		
		<b>Total Current Liabilities</b>	<b>\$ 495,668</b>
<b>Total Current Assets</b>	<b>\$ 11,643,285</b>	Non-Current Liabilities	
Non-Current Assets		Security Deposits	\$ 167,879
Rent Receivable	\$ 441,242	Compensated Absences, long-term	\$ -
Capital Assets			
Land	\$ 1,791,886	<b>Total Non-Current Liabilities</b>	<b>\$ 167,879</b>
Avigation Easements	\$ 4,835,961		
Project in Progress	\$ 1,417,790	<b>Total Liabilities</b>	<b>\$ 663,547</b>
Buildings	\$ 11,526,229		
Land Procurement	\$ 955,070	Capital	
Leasehold Improvements	\$ 9,311,308	Florida Operations Trust Fund	\$ 267,950
Furniture, Fixtures, and Equipment	\$ 2,848,300	Retained Earnings	\$ 40,674,180
Infrastructure	\$ 26,088,620	Contributed Capital - Federal	\$ 317,029
		Contributed Capital - State	\$ 6,430,281
Less Accumulated Depreciation	\$ (22,266,150)	Net Income	\$ 240,553
<b>Total Non-Current Assets</b>	<b>\$ 36,950,255</b>	<b>Total Capital</b>	<b>\$ 47,929,993</b>
<b>Total Assets</b>	<b>\$ 48,593,540</b>	<b>Total Liabilities &amp; Capital</b>	<b>\$ 48,593,540</b>



# Memo

To: Melvin Pollack, Chair and Board Members

From: Scott Kohut, Deputy Director

Date: February 19, 2020

RE: **Signature Flight Support Special Event Request – Wheels, Wings & Fashion**

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## **AGENDA ITEM – VIII - A**

Airport Management has received a request from Signature Flight Support to host the third Wheels, Wings, & Fashion special event on Saturday, April 25, 2020.

The event is being organized by Nicholas Castellino in coordination with Luxotica, Monkey in Paradise, and Victor Concepcion. The event will feature a static display, silent auction, and a fashion show. Tickets will be available for purchase by the general public. Proceeds from the event will benefit the George Snow Foundation, Habitat for Humanity of South Palm Beach County and the Leukemia and Lymphoma Society of Palm Beach County.

Airport Management recommends approval of Resolution No. 02-04-20 granting Conditional Approval for Signature to host the Wheels, Wings & Fashion event on Saturday, April 25, 2020 contingent on receipt of the required insurance certificates and acceptable safety, security, and barricade plans.

**BOCA RATON AIRPORT AUTHORITY**

**RESOLUTION 02-04-20**

**A Resolution of the Boca Raton Airport Authority conditionally approving the request of Signature Flight Support Corporation to hold a Wings, Wheels and Fashion Special Event benefiting local charities on April 25, 2020.**

**WHEREAS**, The Boca Raton Airport Authority Act, Laws of Florida, provides that the Boca Raton Airport Authority (the "Authority") shall have jurisdiction over the operation, maintenance of, and improvements to the Boca Raton Airport (the "Airport");

**WHEREAS**, Signature Flight Support Corporation ("Signature"), is a fixed base operator at the Airport pursuant to a Sublease with Premier Aviation of Boca Raton, LLC;

**WHEREAS**, the Authority received a letter from Signature (the "Request") requesting permission of the Authority to hold a Wings, Wheels and Fashion Special Event benefiting local charities;

**WHEREAS**, the Authority desires to conditionally approve the Request, subject to and contingent upon receipt of insurance policies or endorsements consistent with the Minimum Standards and Rules and Regulations of the Boca Raton Airport, and submission of applicable safety, security and barricade plans (collectively, the "Conditions");

**NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 19<sup>th</sup> DAY OF FEBRUARY 2020, AS FOLLOWS:**

1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.
2. The Authority hereby conditionally approves the Request, subject to satisfaction of the Conditions.
3. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 02-04-20.
4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 02-04-20.

**ADOPTED** by the Boca Raton Airport Authority, this 19<sup>th</sup> day of February 2020.

**ATTEST:**

**BOCA RATON AIRPORT AUTHORITY:**

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**James R. Nau**  
Secretary & Treasurer

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**Melvin Pollack**  
Chair



Signature Flight Support – BCT  
3300 Airport Road  
Boca Raton Airport  
Boca Raton, FL 33431  
T +1 561 955 9556

6 February 2020

Mrs. Clara Bennett  
Executive Director  
Boca Raton Airport Authority  
903 N.W. 35<sup>th</sup> Street  
Boca Raton, FL 33431

Dear Clara,

Signature Flight Support would like to host the third annual Wheels, Wings & Fashion special event schedule for Saturday 25 April 2020. On behalf of the Nicholas Castellino, Luxocita, Monkey in Paradise and Victor Concepcion we would like to be placed on the BRAA February agenda in order to formally request approval from the Board and Authority to host the event.

The goal of this fundraising event is to provide awareness and support of multiple charities; George Snow Foundation, Habitat for Humanity of South Palm Beach County and the Leukemia and Lymphoma Society of Palm Beach County. Airport that are part of the event will be staged in the hangar and some ramp.

The Certificate of Insurance naming both Signature Flight Support and the Boca Raton Airport Authority as additional insured will be provided by Nicholas Castellino and group while Signature Flight Support will provide BRAA a Security and Safety Plan in advance of the planned date of the event.

Should you require additional information, please feel free to contact me at 561 226 3711.

Sincerely,

A handwritten signature in cursive script that reads "BClark".

Bethaney Clark  
Operations Supervisor  
Signature Flight Support



**Signature Flight Support LLC**  
13485 Veterans Way, Suite 600  
Orlando, FL 32827



# Memo

To: Melvin Pollack, Chair and Board Members

From: Scott Kohut, Deputy Director

Date: February 19, 2020

RE: **Premier Aviation – Request for Temporary Real Estate Signage**

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## **AGENDA ITEM – VIII - B**

Airport Management has received a request from Premier Aviation (Premier) for temporary real estate signage to market the Phase III portion of their leasehold for development. The proposed sign measures 15.125 square feet and complies with the Authority Sign Standards, which limit real estate signs to 16 square feet per side. The sign would be installed for no more than twelve months.

Airport Management recommends approval of Resolution 02-05-20 granting Premier Aviation approval to install temporary real estate signage in accordance with the Sign Standards

**BOCA RATON AIRPORT AUTHORITY**

**RESOLUTION 02-05-20**

**A Resolution of the Boca Raton Airport Authority approving Premier Aviation of Boca Raton, LLC's request for approval to install temporary real estate signage**

**WHEREAS**, The Boca Raton Airport Authority Act, Laws of Florida, provides that the Boca Raton Airport Authority (the "Authority") shall have jurisdiction over the operation, maintenance of, and improvements to the Boca Raton Airport (the "Airport");

**WHEREAS**, on September 27, 2000, the Authority entered into a Lease Agreement with Premier Aviation of Boca Raton, LLC ("Premier"), and on November 29, 2000, the Authority and Premier Aviation, LLC entered into the First Amendment to the September 27, 2000 Lease Agreement (collectively, the "Premier Lease Agreement");

**WHEREAS**, the Authority has received a request from Premier for approval to install temporary real estate signage (the "Request"), which is attached as Exhibit A, and pursuant to the Boca Raton Airport Sign Standards (the "Sign Standards") the Authority desires to approve the Request, subject to compliance with the requirements of the Sign Standards and approval of the City of Boca Raton (the "Conditions").

**NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 19<sup>th</sup> DAY OF FEBRUARY 2020, AS FOLLOWS:**

1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.
2. The Authority hereby approves the Request in accordance with the Sign Standards.
3. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 02-05-20.
4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 02-05-20.

**ADOPTED** by the Boca Raton Airport Authority, this 19<sup>th</sup> day of February 2020.

**ATTEST:**

**BOCA RATON AIRPORT AUTHORITY:**

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**James R. Nau**  
Secretary & Treasurer

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**Melvin Pollack**  
Chair



Banners • Signs • Vehicle Wraps

## QUOTE

DATE: 2/12/2020  
INVOICE # 02102020

5967 NW 31st AVE  
Fort Lauderdale, FL 33309  
Phone: 954-935-5990 • Fax: 954-935-5930  
Email: info@exposeyourselfusa.com



### BILL TO:

Colliers International Florida LLC

### SHIP TO:

3320 Airport Road  
Boca Raton, FL 33431

SALESPERSON	P.O.#	SHIP DATE	SHIP VIA	NOTES
JL				50% Deposit Required to Begin Work.

ITEM #	DESCRIPTION:	QTY	UNIT PRICE	TOTAL
1	33"H x 66" W Signabond with (2) White wood Posts includes Install	1.00	550.00	550.00
1	Removal of Signage March 2021	1.00	150.00	150.00

### OTHER COMMENTS

Make all checks payable to **Expose Yourself**  
If you have any questions concerning this quote, please contact  
Marco by calling 954.935.5990 or e-mail marcot@exposeyourselfusa.com

SUBTOTAL \$ 700.00  
TAX RATE 7.00%  
TAX \$ 49.00  
OTHER  
**TOTAL \$ 749.00**



Banners • Signs • Vehicle Wraps

QUOTE

DATE: 2/10/2020  
INVOICE # 02102020

Proof:

← 66" W →

33" H ↑

# FOR LEASE

Retail-Office-Showroom | Build-to-Suit



## 561 353 3642

Dave Preston: 786 517 4972  
Russell Bornstein: 561 353 3642

Colliers International Florida, LLC  
Commercial Real Estate Services  
[www.colliers.com](http://www.colliers.com)

Installation Location:





# Memo

To: Melvin Pollack, Chair and Authority Members  
From: Robert Abbott, Operations and Finance Analyst  
Date: February 19, 2020  
RE: **Operations and Noise Abatement Report, January 2020**

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## **AGENDA ITEM – IX - A**

Airport Management provides an overview of the Noise Abatement/Operations Summary for the month of January. This report is derived from the Air Traffic Control Tower operations report.

During the month of January 2020, there were 6,630 operations reported by the Tower, which is a 4% decrease from the operations reported in January 2019.

Deliveries of Jet A fuel to the Airport in January were 24% more than January of the previous year. Avgas deliveries were down 6% compared to January 2019.

There were 844 noise calls made by 13 different households received on the Airport Authority Noise Hotline and Online Noise Reporting Form.

During the month, 249 aircraft cleared Customs from 24 different countries and there was one vessel clearing. There were 66 afterhours clearings. Of these flights, 33 cleared on Tuesdays and Wednesdays, when the facility is normally closed.

BOCA RATON AIRPORT AUTHORITY

# OPERATIONS AND NOISE ABATEMENT REPORT

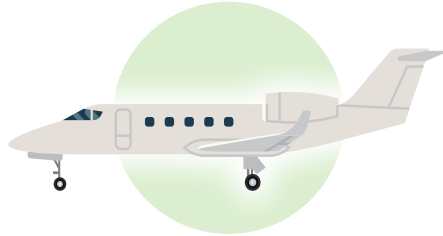


JANUARY  
**2020**

# JANUARY 2020 OPERATIONS REPORT



**25%**  
**TRAINING**



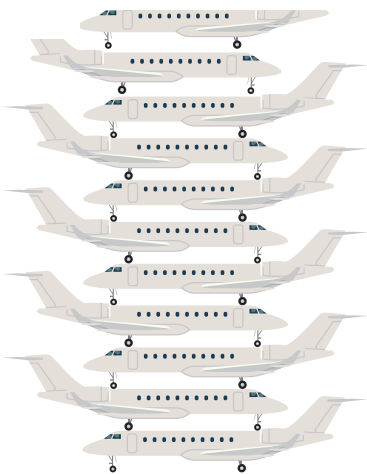
**49%**  
**IFR**



**26%**  
**VFR**

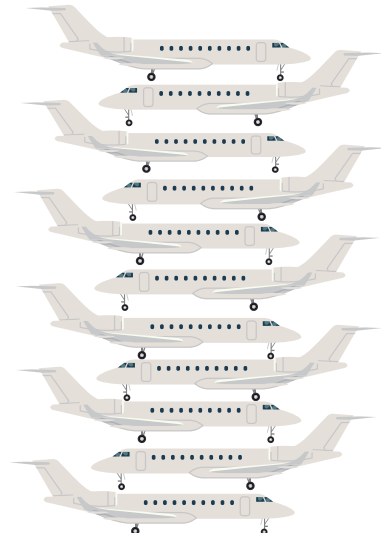
## OPERATIONS BREAKDOWN

**Chart 1:** Breakdown of last month's operations based on type of operation (ex. Training, Instrument Flight Rules, Visual Flight Rules). An operation is counted as an arrival or a departure, a touch-and-go operation counts as two operations.



**6,903**  
**JANUARY 2019**

**-4%**



**6,630**  
**JANUARY 2020**

## TOWER OPERATIONS

**1 PLANE = 600 OPERATIONS**

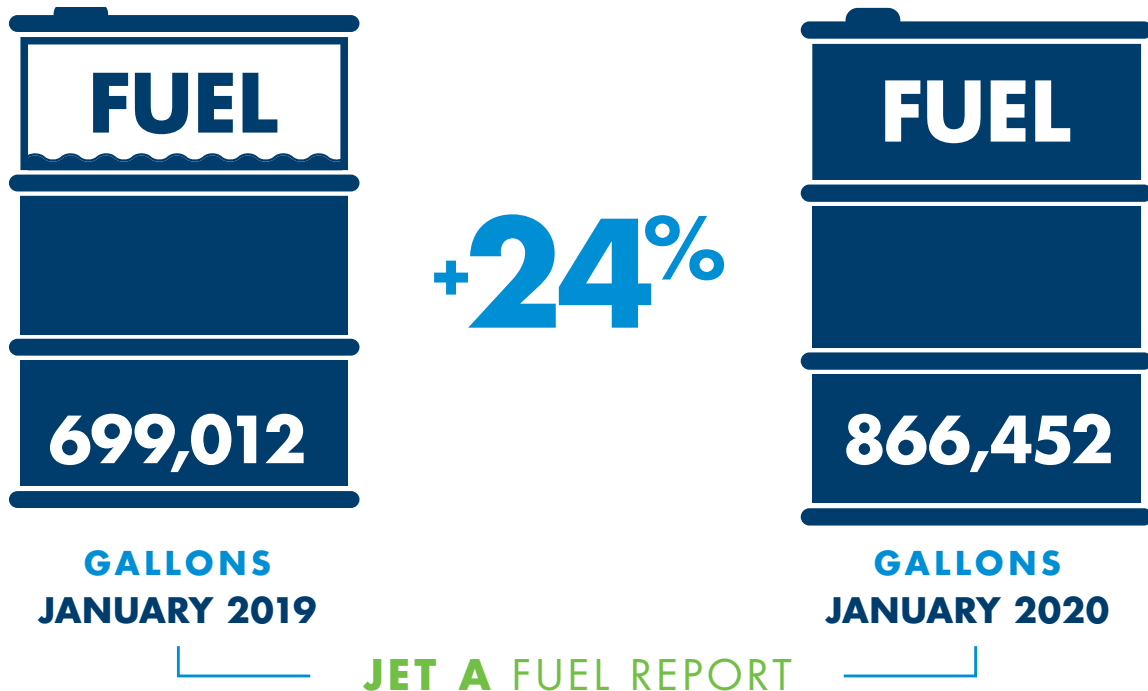
**Chart 2:** January 2019 operations compared to January 2020 tower operations.

### ABBREVIATIONS:

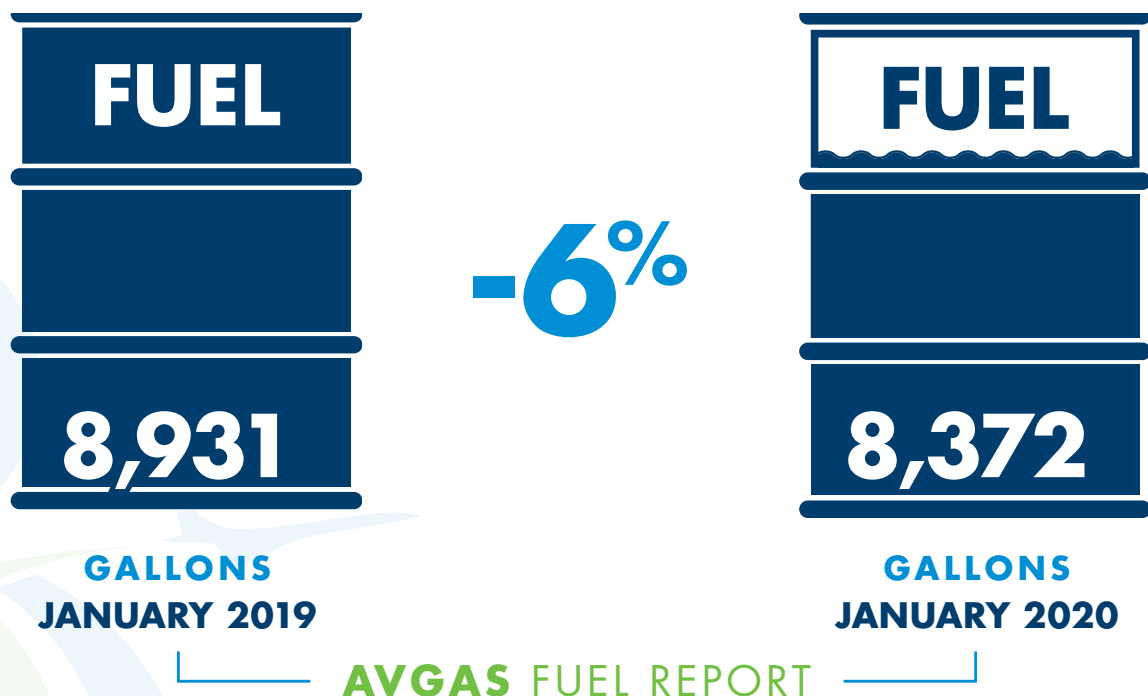
*IFR (Instrument Flight Rules): Planes flying on an instrument flight plan - Primarily jets. VFR (Visual Flight Rules): - Primarily propeller aircraft.  
TFR (Temporary Flight Restriction): Airspace flight restriction imposed by the Federal Aviation Administration (FAA) when there is a government VIP or special event in the area.*

JANUARY 2020

# OPERATIONS REPORT



**Jet A:** Aviation fuel designed for use in aircraft powered by gas-turbine engines (jet aircraft).  
**Chart 3:** Month of January 2019 deliveries of Jet A in gallons compared to January 2020 deliveries of Jet A.

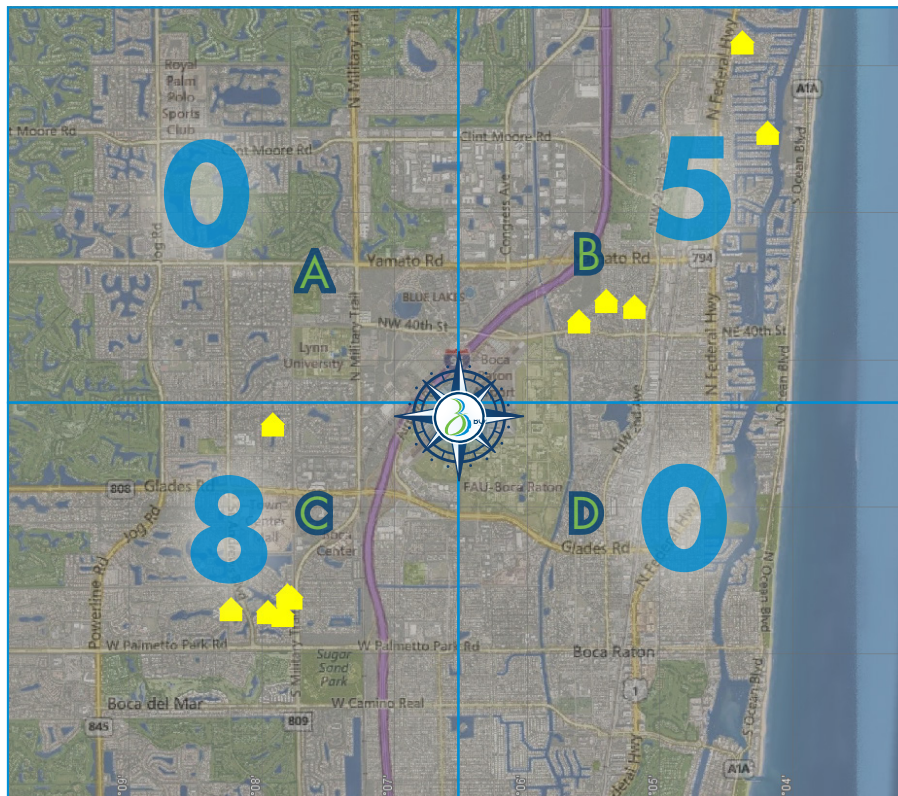


**Avgas:** Aviation gasoline designed for use in piston-engine aircraft.  
**Chart 4:** Month of January 2019 deliveries of Avgas in gallons compared to January 2020 deliveries of Avgas.

# JANUARY 2020

# NOISE ABATEMENT REPORT

## NOISE CONCERNS BY HOUSEHOLD PER QUADRANT



**Chart 5:** Noise concerns submitted via telephone, email, or on our website are tracked by quadrant where the noise concern occurred in relation to the airport.

NAME	COMMUNITY	QUADRANT	A/D/O/T	RUNWAY	CONCERN	# CALLS
Ross Rosenberg	Wimbledon Villas	C	N/A	N/A	Low and Loud	284
Adam Cogley	Wimbledon Villas	C	N/A	N/A	Low and Loud	282
Wolf Lehmkuhl	Wimbledon Villas	C	N/A	N/A	Low and Loud	247
Arash Rahi	Wimbledon Villas	C	N/A	N/A	Low and Loud	11
Michael Cybulski	Timbercreek	C	T	5	Low and Loud	10
Edward Jensen	Boca Hills	B	D	5	Loud	3
Barbara Daddario	Town Place Club Villas	C	A	5	Low and Loud	1
Jason Shirley	N/A	C	A	5	Low and Loud	1
Juddy Sowards	Boca Oaks	B	A	23	Low and Loud	1
Gary Brown	Trends Boca Raton	C	A	5	Low and Loud	1
Joann Tarantino	University Hill	B	A	23	Low and Loud	1
Bill Trinka	Boca Hills	B	T	5	Overflights	1
Christine Wenger	N/A	B	A	23	Loud and Loud	1

**Chart 6:** List of callers who submitted noise concerns via telephone, email, or on our website during the month of January.

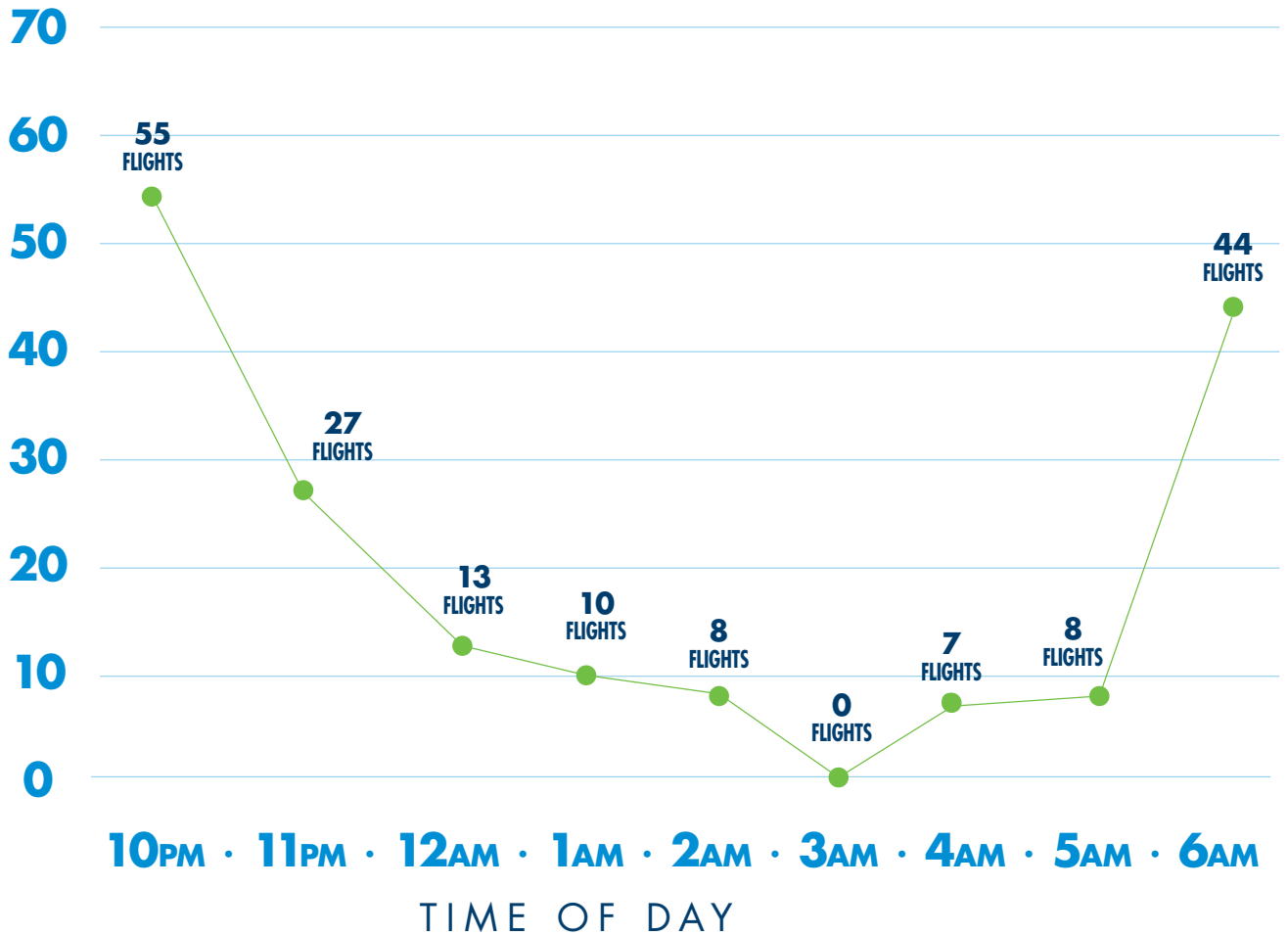
JANUARY 2020

# NOISE ABATEMENT REPORT

172

TOTAL NIGHT OPERATIONS

OPERATIONS - MONTHLY CUMMULATIVE TOTAL PER HOUR



NOT FOLLOWING **VOLUNTARY**  
CURFEW PROCEDURES

111

OPERATIONS

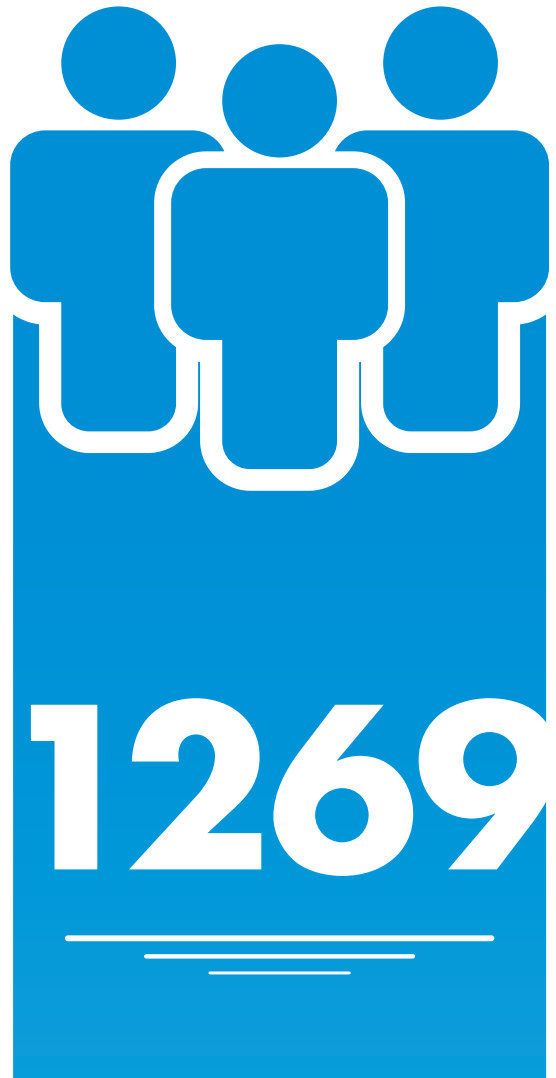
**Chart 7:** A voluntary curfew operation is an operation that occurred during our voluntary night curfew from 22:00 – 07:00. Chart breaks down the number of operations per hour during the voluntary curfew period in January 2020.

JANUARY 2020

# CUSTOMS OPERATIONS REPORT



**FLIGHTS &  
OPERATIONS**



**PASSENGERS**

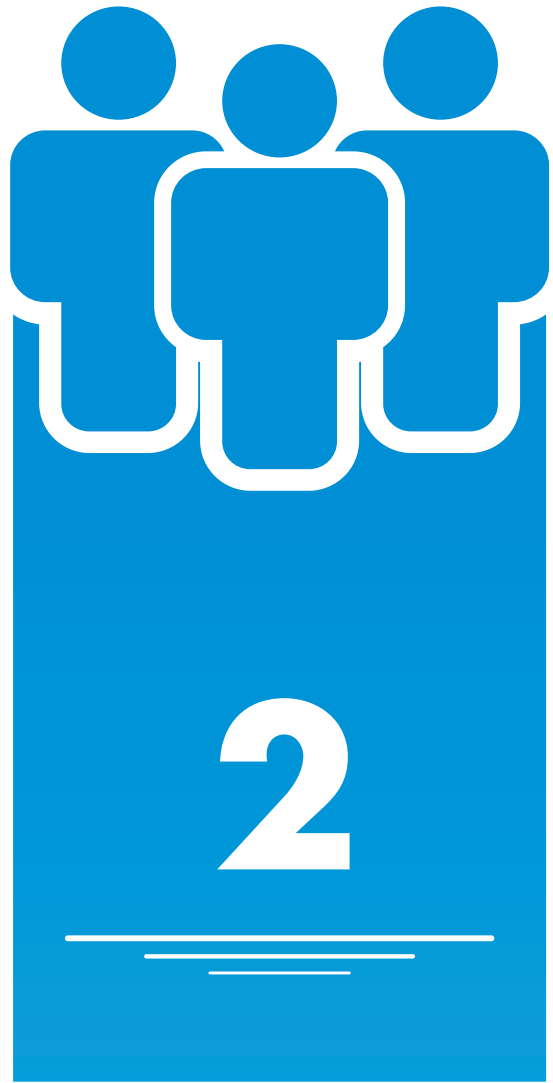
**Charts 8 & 9:** Total operations and total passengers during the month of January 2020.

JANUARY 2020

# CUSTOMS OPERATIONS REPORT



**VESSELS**



**PASSENGERS**



**Charts 10 & 11:** Total operations and and total passengers during the month of January 2020.

JANUARY 2020

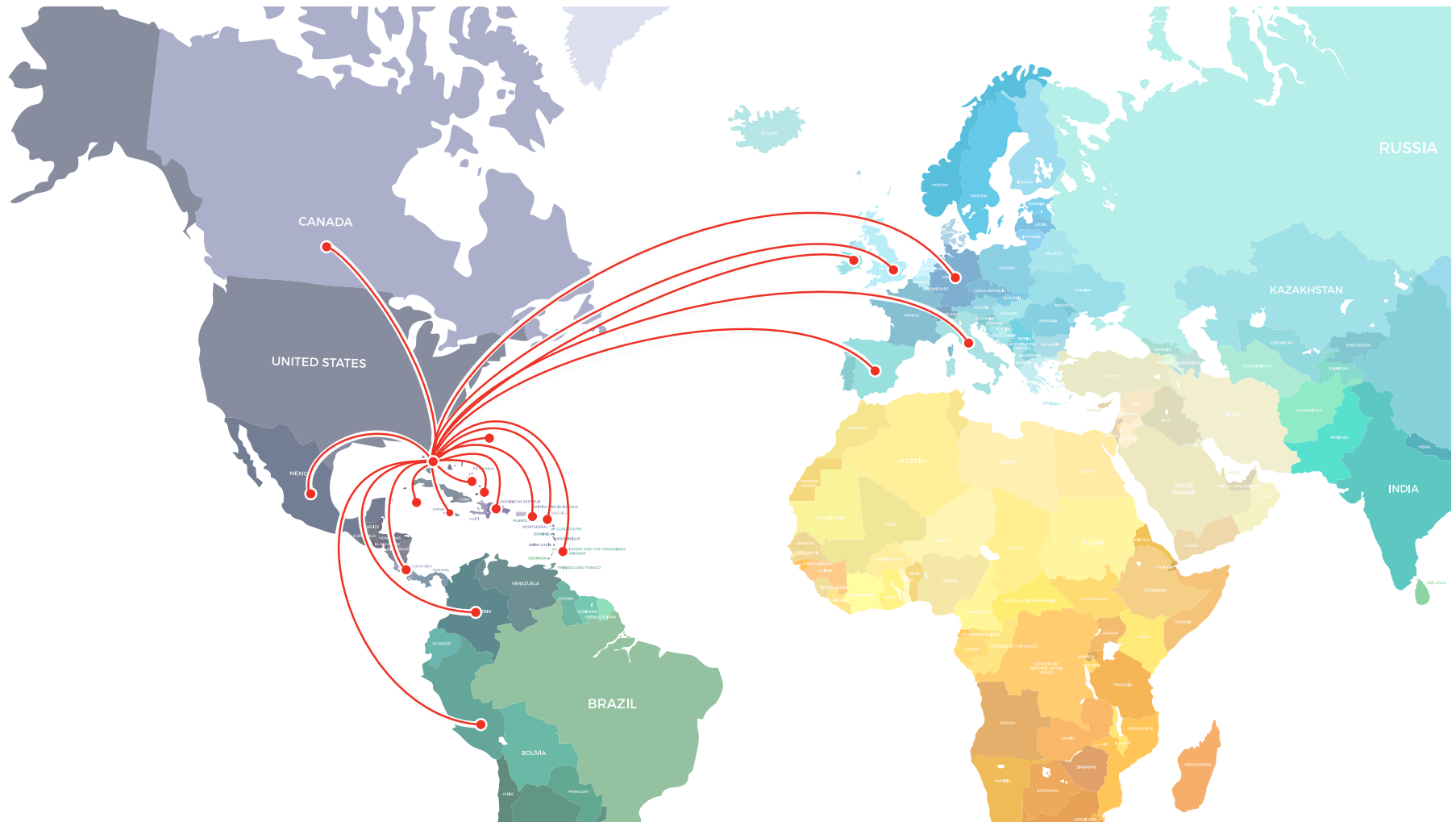
# CUSTOMS OPERATIONS REPORT

Country	No. of Flights
Bahamas	143
Canada	31
Mexico	11
Cayman Islands	10
St Maarten	9
Costa Rica	8
Antigua	5
Turks & Caicos	4
Dominican Republic	4
Anguila	3
British Virgin Islands	3
St Vincent	3
Jamaica	3
Columbia	2
Bermuda	1
Germany	1
Ireland	1
Italy	1
Antilles	1
Peru	1
Spain	1
St Kitts	1
St Thomas	1
England	1

**Chart 14:** Total flights into BCT mapped by country of origin.

JANUARY 2020

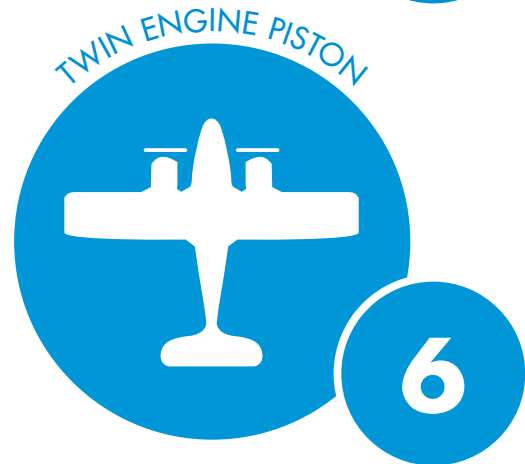
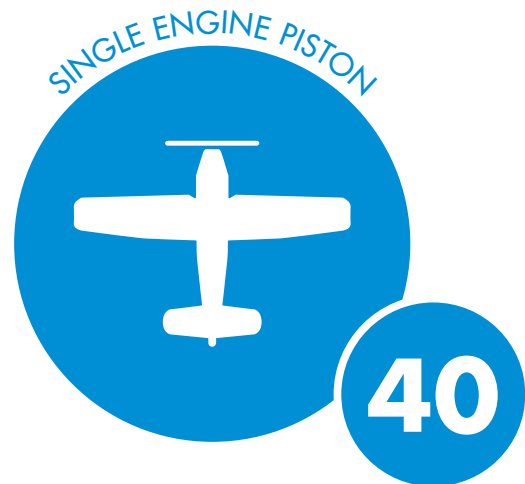
# CUSTOMS OPERATIONS REPORT



**Chart 14:** Total flights into BCT mapped by country of origin.

JANUARY 2020

# CUSTOMS OPERATIONS REPORT



**Chart 15:** Total operations by type of aircraft.

JANUARY 2020

# CUSTOMS OPERATIONS REPORT

AFTERHOURS CUSTOMS CLEARINGS

66  
CLEARINGS



3 OUT OF 66  
DURING **VOLUNTARY CURFEW**

**Chart 16:** An afterhours clearing refers to any aircraft who clears Customs outside of their normal hours of operation. These hours are Thursday - Monday from 10:30 - 18:30. This includes all aircraft who clear on Tuesdays and Wednesdays. Voluntary Curfew hours clearings refer to any aircraft who clears customs between the hours of 22:00 – 07:00.

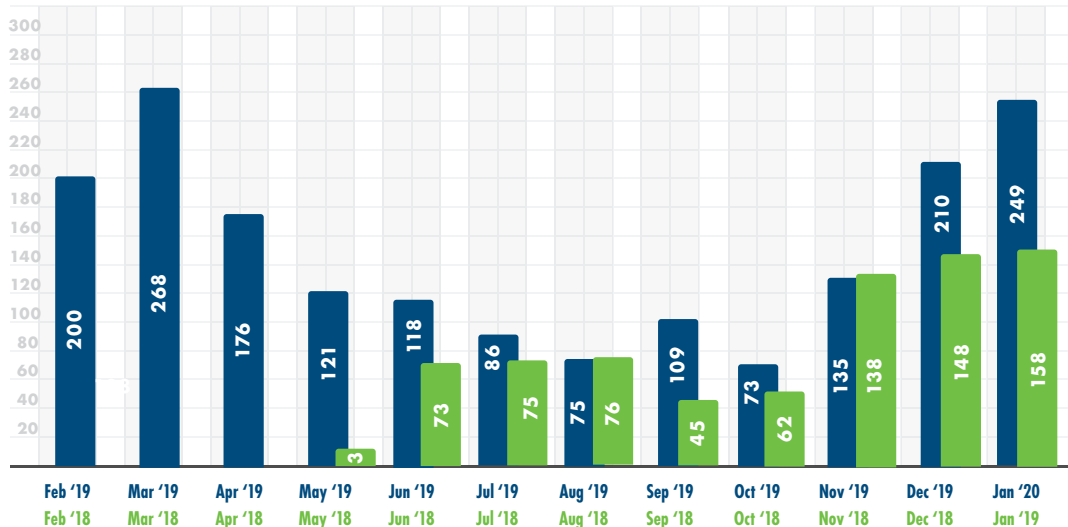
JANUARY 2020

# CUSTOMS OPERATIONS REPORT



**Chart 17:** January 2019 total clearings compared to January 2020.

## Monthly - Customs Operations





# Memo

To: Melvin Pollack, Chair and Board Members  
From: Scott Kohut, Deputy Director  
Date: February 19, 2020  
RE: **RFP 2019-BRAA-02 Security Guard Services Award**

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## **AGENDA ITEM – IX - B**

The final one-year extension of the Authority's Security Guard Services contract with Platinum Group Security expires on March 31, 2020. A Request for Proposals was released for Security Guard Services in November 2019 that received six responses.

All six firms were interviewed on January 21, 2020. Firms were rated on overall understanding of the needs of the Authority including the overall approach to meeting those needs, experience, qualifications, past performance, experience providing airfield patrol services, and pricing. The rankings were as follows:

1. Allied Universal Security
2. Platinum Group Security
3. Giddens Security
4. Global Security Associates
5. Gold Force Security
6. American Guard Services

Airport Management recommends approval of Resolution No. 02-06-20 awarding a three-year contract for airfield security services with two one-year options in the base amount of \$293,998.00 per year to Allied Universal Security in accordance with the terms specified in their response to RFP 2019-BRAA-002 Security Guard Services.

## **BOCA RATON AIRPORT AUTHORITY**

### **RESOLUTION 02-06-20**

#### **A Resolution by the Boca Raton Airport Authority awarding a three-year contract to Allied Universal Security per terms specified in Request for Proposals 2019-BRAA-02 Security Guard Services**

**WHEREAS**, The Boca Raton Airport Act, Laws of Florida, provides that the Boca Raton Airport Authority (the "Authority") shall have jurisdiction over the operation, maintenance of, and improvements to the Boca Raton Airport;

**WHEREAS**, on November 10, 2019 Airport Management issued Request for Proposals No. 2019-BRAA-002 – Security Guard Services (the "RFP");

**WHEREAS**, the Authority received six responses to the RFP;

**WHEREAS**, on January 21, 2020, the Executive Director conducted interviews of representatives from responding security guard companies;

**WHEREAS**, after concluding the interview portion of the process, the Executive Director evaluated the respondent security guard companies based on the "Best Value" to the Authority;

**WHEREAS**, the Executive Director ranked the respondent Security Guard companies as follows:

1. Allied Universal Security
2. Platinum Group Security
3. Giddens Security
4. Global Security Associates
5. Gold Force Security
6. American Guard Services

**WHEREAS**, the Authority wishes to award the Contract for Security Guard Services (Exhibit A) to Allied Universal Security;

**NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 19<sup>th</sup> DAY OF FEBRUARY 2020, AS FOLLOWS:**

1. The foregoing recitals are hereby incorporated into this resolution as the legislative intent of the Authority.
2. The Authority hereby awards the contract for Security Guard Services to Allied Universal Security
3. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 02-06-20.
4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 02-06-20.

**ADOPTED by the Boca Raton Airport Authority, this 19th day of February 2020.**

**ATTEST:**

**BOCA RATON AIRPORT AUTHORITY:**

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**James Nau**  
**Secretary & Treasurer**

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**Melvin Pollack**  
**Chair**

## AGREEMENT

THIS AGREEMENT is made and entered into by and between the Boca Raton Airport Authority, a Florida independent special district (“BRAA”), whose address is 903 NW 35<sup>th</sup> Street, Boca Raton, Florida 33431, and Universal Protection Service, LLC d/b/a Allied Universal Security Services, a Delaware limited liability corporation (hereafter referred to as “Contractor”), whose local address is 6301 NW 5<sup>th</sup> Way, Suite 500, Fort Lauderdale, FL 33309.

WHEREAS, the BRAA issued Request for Proposal RFP No.:2019-BRAA-02, soliciting proposals for the provision of Security Guard Services at the Boca Raton Airport; and

WHEREAS, Contractor submitted a Proposal on or about December 11, 2019, that was determined to be responsive and responsible; and

WHEREAS, BRAA ranks Contractor’s Proposal as the highest ranked proposal, after an evaluation of the proposals and interviews with the responding parties; and

WHEREAS, the BRAA desires to retain the services of the Contractor to provide the goods and services in accordance with the BRAA’s Request for Proposal No.2019-BRAA-02, and the Contractor’s response thereto.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the BRAA agree as follows:

### ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSALS

The terms and conditions of this Agreement shall include and incorporate as though fully set forth herein each and every term, condition, and specification set forth in the BRAA’s Request for Proposal No. 2019-BRAA-02, and the Contractor’s response thereto, including all documentation required thereunder.

### ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services in compliance with the Scope of Services and Technical Specifications, attached hereto as **Composite Exhibit A**, and as further identified in BRAA’s Request for Proposal No. 2019-BRAA-02, which are incorporated herein by reference as though fully set forth herein.

### ARTICLE 3. COMPENSATION

The BRAA shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein as **Exhibit B**, according to the terms and specifications described in Request for Proposal No. 2019-BRAA-02. The prices provided in **Exhibit B** shall remain in effect during the term of the Agreement, with no escalation or increase unless agreed to in writing by the parties.

### ARTICLE 4. AGREEMENT TERM

This Agreement is in full force and effect upon full execution by the BRAA. The term of the Agreement shall be from the 19<sup>th</sup> day of February, 2020 through the 18<sup>th</sup> day of February, 2023, unless terminated earlier by the BRAA, with two, one-year options to renew.

## ARTICLE 5. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the BRAA and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the BRAA or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the BRAA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the BRAA or its officers, employees, agents, and instrumentalities as herein provided.

Nothing in this agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the BRAA as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require the Contractor to indemnify the BRAA for BRAA's own negligence, or intentional acts of the BRAA, its agents or employees, when such agents or employees are acting within the course and scope of their agency or employment, as applicable. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

## ARTICLE 6. PUBLIC RECORDS

Contractor shall comply with Florida public records laws, specifically to:

- i. Keep and maintain public records required by the BRAA to perform the service.
- ii. Upon request from the BRAA's custodian of public records, provide the BRAA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the BRAA.
- iv. Upon completion of the Contract, transfer, at no cost, to the BRAA all public records in possession of the Contractor or keep and maintain public records required by the BRAA to perform the service. If the Contractor transfers all public records to the BRAA upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BRAA, upon request from the BRAA's custodian of public records, in a format that is compatible with the information technology systems of the BRAA.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE BOCA RATON AIRPORT AUTHORITY, 903 NW 35<sup>TH</sup> STREET, BOCA**

**RATON, FL 33431. THE CUSTODIAN OF PUBLIC RECORDS MAY BE CONTACTED BY PHONE AT 561-391-2202 OR VIA EMAIL AT [AIRPORTAUTHORITY@BOCAAIRPORT.COM](mailto:AIRPORTAUTHORITY@BOCAAIRPORT.COM).**

**ARTICLE 7. MISCELLANEOUS PROVISIONS**

- a) Notice. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be via hand delivery, e-mail of not more than 50 megabytes (50 MB) in size including attachments, or certified U.S. Mail, (postage prepaid), return receipt requested, or other mail delivery service, such as UPS or Federal Express, to the following addresses:

As to the BRAA:

Boca Raton Airport Authority  
903 NW 35<sup>th</sup> Street,  
Boca Raton, Florida 33431

Attn: Executive Director  
Email: clara@bocaairport.com

As to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn.: \_\_\_\_\_

Email: \_\_\_\_\_

- b) Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- c) Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.
- d) Assignment. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.
- e) Counterparts and Transmission. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.
- f) Severability. If any part of this Agreement shall be declared unlawful or invalid, the remainder of the Agreement will continue to be binding upon the parties.

g) Incorporation by Reference. The documents listed below are a part of this Agreement and are hereby incorporated by reference, as though fully set forth herein. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

1. Terms and conditions as contained in this Agreement.
2. Terms and conditions contained in RFP No. 2019-BRAA-02, and specifically including, without limitation, the General Terms and Conditions (Section 2) and the Special Terms and Conditions (Section 3), which are collectively attached hereto as **Exhibit C** for ease of reference.
3. Contractor's response to RFP No. 2019-BRAA-02 and any subsequent information submitted by Contractor during the evaluation and negotiation process.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

BOCA RATON AIRPORT AUTHORITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form and Legal Sufficiency

By: \_\_\_\_\_

Name: \_\_\_\_\_

## COMPOSITE EXHIBIT A

### Scope of Services and Technical Specifications

#### Scope of Services

#### PART A - PURPOSE AND GENERAL INFORMATION

##### 4.1 PURPOSE

The intent of this contract is to provide 24 hour roving security patrols for the Boca Raton Airport Authority Property. In addition, the guards will act as an extension of operations performing airfield inspections, escorts, initial emergency response and reporting, airfield badge renewals, minor airfield debris removal, gate inspections/trouble etc. A more detailed list of requirements are listed in Exhibit B TECHNICAL SPECIFICATIONS.

##### 4.2 SCOPE OF WORK TO BE PERFORMED

See Exhibit B TECHNICAL SPECIFICATIONS

##### 4.3 STANDARDS TO BE FOLLOWED

See Exhibit B TECHNICAL SPECIFICATIONS

##### 4.4 REPORTS TO BE ISSUED

See Exhibit B TECHNICAL SPECIFICATIONS

##### 4.5 SPECIAL CONSIDERATIONS

See Exhibit B TECHNICAL SPECIFICATIONS

##### 4.7 ADDITIONAL SERVICES

See Exhibit B TECHNICAL SPECIFICATIONS

#### PART B - DESCRIPTION OF THE BRAA

##### 4.8 BACKGROUND

The Boca Raton Airport (BCT) is publicly-owned by the State of Florida and is designated as a general aviation transport facility, serving the corporate, recreational, and flight training needs of the region. It is located on 220 acres in Boca Raton adjacent to I-95, between Spanish River Boulevard and Glades Road. The Airport's single runway 5-23 is 6,276 feet long and 150 feet wide.

Boca Raton Airport is home to more than 50 aviation and non-aviation businesses and approximately 227 based aircraft. According to the State of Florida, the Airport contributes an estimated \$201 million in annual economic impact to the local economy, an employment base of 3,055, total labor income of over \$135 million, and total output of \$434 million.

##### 4.9 FEDERAL AND STATE FINANCIAL ASSISTANCE

N/A

## TECHNICAL SPECIFICATIONS

### Minimum Guard Standards

- Florida Class D Security License
- Minimum 1 year of security experience
- Minimum 21 years old
- Must possess at minimum a high school diploma or GED
- Must be able to read, write, speak, and understand English in accordance with FAA regulations
- Must pass a criminal background check (To be provided by the contractor)
- Must possess a valid Florida drivers license
- Must be able to legally work in the United States (Contractor to verify via e-Verify)
- All guards assigned to the post are required to apply for and obtain a US Customs access badge, which may require an FBI fingerprint based criminal history records check (CHRC), Security Threat Assessment (STA), and proof of citizenship and residency in accordance with the applicable Federal regulations

### Minimum Vehicle Requirements

- No more than 3 years old with less than 50,000 miles in mechanically sound condition
- 4x4 or AWD SUV or truck
- Ability to store tools and equipment in a secure weather proof enclosure
- Must have amber rotating beacon or flashing strobes
- Minimum 5 watt vehicle mounted aviation radio capable of transmitting and receiving on aviation band frequencies. Radio shall be programmed with all Airport frequencies.
- Must prominently display, "Boca Raton Airport Security" in reflective lettering no less than 5 inches in height
- Any discrepancies found by the Authority must be corrected within 48 hours.
- Back up vehicle meeting the primary vehicle specifications must be available within 30 minutes.
- Dash camera in operation whenever the ignition is engaged.
- GPS tracking capability

### Equipment

- Minimum 3A-40BC fire extinguisher
- Automated External Defibrillator (AED)
- Cell phone with car charger capable of sending and receiving calls, texts, pictures, and video

- LTE Tablet capable of using iAuditor software, sending and receiving email, daily activity reports, incident reports, inspection reports, pictures, videos, and other information as required by Airport Management.
- Handheld aviation radio capable of transmitting and receiving aviation band frequencies. Radio shall be programmed with all Airport frequencies and shall be carried by the guard whenever they are outside the vehicle. Radio shall have a base station charger, car charger, and two batteries.
- 5 gallon plastic bucket.
- Push broom.
- Flat shovel.
- Toolkit including screw drivers, adjustable wrenches, pliers, sockets, etc.

### **Functions**

- Patrol all Authority properties.
- Conduct daily airfield inspections and reports
- Conduct nightly airfield light inspection and reports
- Respond to airport emergencies and provide reports
- Conduct fence line/gate inspections and reports
- Escort contractors and personnel as directed and reports
- Conduct ramp permit/badge checks and reports
- Badge renewals and reports
- Similar functions as directed by the Authority

### **Training**

- Initial airfield training shall be provided by the Airport. After the initial training, the Contractor shall provide a minimum 40 hours of airfield training to each new guard assigned to the account.
- All guards will be required to pass an Airport administered check ride prior to assuming regular shifts.
- Guards shall attend quarterly refresher training/briefings as required by the Airport.

### **Supervision**

- The successful respondent shall assign an account manager to the Airport. The account manager shall meet at least twice monthly with Authority staff to ensure proper performance throughout the duration of the contract
- The account manager will send the Authority a weekly summary of guard activities, reports, incidents, issues, and concerns and appropriate plan of action to correct any deficiencies. Account manager must have direct supervision of guards assigned to the contract.

## **Work Hours**

- Successful respondent shall provide guards 24 hours per day, 365 days per year.
- No guard shall work a shift longer than 8 hours without prior Authority approval. In no case shall a shift last longer than 12 hours. The Authority shall not incur overtime costs resulting from inadequate staffing of the post.
- Guards shall be provided a minimum 12 hours off between shifts.

## **Financial Terms**

- Airfield Qualified Guards shall receive a minimum pay of \$15.00 per hour.
- The proposal shall be based on an hourly rate for 24 hour coverage (8,760 hours) by an Airfield Qualified Guard. Any adjustment for Holiday Hours or other special adjustments shall be specified in the proposal.
- The proposal may include an annual escalation of the rate. In the event that a escalation is included minimum guard pay shall increase by the same percentage rate.
- The proposal shall include the following additional hourly rates on an as needed basis:

Additional Airfield Qualified Guard with vehicle  
Additional Airfield Qualified Guard without vehicle  
Additional Non-Airfield Qualified Guard with vehicle  
Additional Non-Airfield Qualified Guard without vehicle

## **Penalties**

- The Authority shall receive a statement credit double the standard hourly rate per portion of an hour any time adequate coverage, including operable vehicle is not provided in excess of 30 minutes

## **Term**

- The duration of the contract shall be three years with two optional one year extensions.

## EXHIBIT B

### Pricing Schedule

#### OPTION 1- Primary & Backup Vehicle in the Bill Rate

<b>Boca Raton Airport</b>						
Rate Card and Total Spend - Year 1						
Post	Site	HPW	Wage Rate	Bill Rate	Holiday/ OT Rate	Annual Cost
Officer	Boca Raton	128	\$16.50	\$28.56	\$42.83	\$190,064.84
Supervisor	Boca Raton	40	\$19.00	\$32.88	\$49.32	\$68,394.54
Sub-Total		168				\$258,459.38
Direct Bills (Estimate)						Annual
Holidays					i	\$2,154.00
Sub-Total						\$35,538.62
Grand Total						\$293,998.00

Position	Hourly Rate	Holiday Rate	Estimated Annual Hours
Airfield Qualified Guard	\$ 29.59	\$44.38	8,760
<b>As Needed:</b>			
Additional Airfield Qualified Guard with Vehicle	33.41	\$50.11	
Additional Airfield Qualified Guard without Vehicle	29.59	\$44.38	
Additional Airfield Qualified Guard with Vehicle	50.11	\$75.17	
Additional Airfield Qualified Guard without Vehicle	44.38	\$66.57	

#### OPTION 2 - Vehicles Not in the Bill Rate

<b>Boca Raton Airport</b>						
Rate Card and Total Spend - Year 1						
Post	Site	HPW	Wage Rate	Bill Rate	Holiday / OT Rate	Annual Cost
Officer	Boca Raton	128	\$16.50	\$23.98	\$35.97	\$159,607.92
Supervisor	Boca Raton	40	\$19.00	\$27.61	\$41.42	\$57,434.67
Sub-Total		168				\$217,042.58
Direct Bills (Estimate)						Annual Cost
Holidays						\$2,154.00
Sub-Total						\$2,154.00
Grand Total						\$219,196.58

<b>Position</b>	<b>Hourly Rate</b>	<b>Holiday Rate</b>	<b>Estimated Annual Hours</b>
Airfield Qualified Guard	\$24.84	\$37.27	8,760
Primary Vehicle (not in bill rate)	\$1,825	per month	
Backup Vehicle (not in bill rate)	\$1,425	per month	

**As Needed:**

Additional Airfield Qualified Guard with Vehicle	28.66	\$43.00
Additional Airfield Qualified Guard without Vehicle	24.84	\$37.27
Additional Airfield Qualified Guard with Vehicle	43.00	\$64.50
Additional Airfield Qualified Guard without Vehicle	37.27	\$55.90

## Exhibit C

### General and Special Conditions

## SECTION 2

### GENERAL TERMS AND CONDITIONS

#### 2.1 DEFINITIONS

- a. Proposal: Any offer(s) submitted in response to this Request for Proposal.
- b. Proposer: Person or firm submitting a response to this Request for Proposal.
- c. Solicitation or Request for Proposal: This solicitation documentation, including any and all addenda.
- d. Proposal Submittal forms: Forms that describe the goods or services to be purchased, and must be completed and submitted with the Proposal.
- e. BRAA or Authority: The Boca Raton Airport Authority.
- f. Contract or Agreement: Request for Proposal, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the BRAA and the Proposer.
- g. Contractor: Selected Proposer that is awarded a contract to provide the goods or services to the BRAA.
- h. Responsible Proposer: Proposer that has the capability in all respects to fully perform the contract requirements, as stated in the Request for Proposals, and the integrity and reliability that will assure good-faith performance.
- i. Responsive Proposer: Proposer whose Proposal conforms in all material respects to the terms and conditions included in the Request for Proposals.
- j. Qualifications Evaluation Committee or "QEC": A committee appointed by the Executive Director and composed of at least three members, including but not limited to the Executive Director or the Executive Director's designee, and two Appointed QEC Members.

#### 2.2 CONE OF SILENCE

Pursuant to Section 16 of the Procurement Code of the BRAA, and subject to the exceptions described therein, any verbal or written communication between a Proposer or its representatives, employees or agents and the BRAA or any of its members, or the Executive Director or any of Executive Director's staff, consultants or agents regarding a solicitation is under a "cone of silence" and, with the exception of the communication expressly allowed under this RFP or under Section 16 of the Procurement Code, is strictly prohibited from the date of advertisement of the solicitation through the award of a contract or the final ranking of Proposers, whichever occurs first.

#### 2.3 ADDENDUM

The Executive Director may issue an addendum in response to any inquiry received, prior to the due date for Proposals, which changes, adds, or clarifies the terms, provisions, or requirements of the solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the solicitation document or in the addenda issued. Where there appears to be a conflict between the solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. The Proposer is required to submit with its Proposal a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

#### 2.4 LEGAL REQUIREMENTS

This solicitation is subject to all legal requirements contained in the BRAA enabling act (House Bill No. 1675), the applicable BRAA by-laws, resolutions, rules and regulations, standard operating policies, and insurance standards as well as all applicable State, and Federal statutes. Where conflict exists between this solicitation and these legal requirements, the legal authority shall apply in the following order: Federal, State, and local.

#### 2.5 CHANGE OF PROPOSAL

Prior to the scheduled due date for Proposals, a Proposer may change its Proposal by submitting a new Proposal (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new Proposal replaces the original Proposal. The new submittal shall contain the letter and all information as required for submitting the original Proposal. No changes to a Proposal will be accepted after Proposals have been opened.

#### 2.6 WITHDRAWAL OF PROPOSAL

A Proposal shall be irrevocable unless the Proposal is withdrawn as provided herein. A Proposal may be withdrawn by submitting a written letter to the Executive Director prior to the due date for Proposals or ninety (90) days after the Proposal has been opened and prior to award. The effective date of the withdrawal shall be the date the Executive Director's receives the letter. The withdrawal letter must be

on company letterhead and signed by an authorized agent of the Proposer.

## 2.7 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Scope of Services, and/or Description of Items, the Proposal Submittal forms, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Submittal forms, the Scope of Services and/or Description of Items, the Special Conditions, and then the General Terms and Conditions.

## 2.8 PROMPT PAYMENT TERMS

It is the policy of the BRAA that payment for all purchases by BRAA shall be made in a timely manner. The BRAA will pay the selected Proposer upon receipt and acceptance of the goods or services by a duly authorized representative of the BRAA. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the BRAA shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Executive Director or designee, not later than sixty (60) days after the date on which the proper invoice was received by the BRAA.

## 2.9 DISCOUNTS (PROMPT PAYMENTS)

The Proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the selected Proposer during the evaluation period. Proposers are requested to provide prompt payment terms in the space provided on the Proposal submittal forms signature page of the solicitation.

## 2.10 PREPARATION OF PROPOSALS

- a. The Proposal submittal forms define requirements of the services to be performed or the items to be purchased, and must be completed and submitted with the Proposal. Use of any other forms will result in the rejection of the Proposal. The Proposal submittal forms must be legible. Proposers shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Proposal to be rejected.
- b. An authorized agent of the Proposer's firm must sign the Proposal submittal forms where indicated. Failure to sign the Signature Page of the Proposal shall render the Proposal non-responsive.
- c. The Proposer must identify any exceptions it takes to the terms and conditions of the solicitation and contract. Exceptions will not automatically result in the Proposer being deemed non-responsive; however, such a determination is at the discretion of the BRAA. Proposers are cautioned that they may be considered

non-responsive if Proposals are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.

- d. The Proposer may submit alternate Proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".
- e. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- f. Late Proposals will not be accepted and will be returned to the sender unopened. It is the Proposer's responsibility to ensure timely delivery by the due date and time, and at the place stated in this solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

## 2.11 CANCELLATION OF SOLICITATION

The BRAA reserves the right to cancel, in whole or in part, any Requests for Proposals when it is determined, in the Executive Director's sole discretion, to be in the best interest of the BRAA.

## 2.12 PRE-AWARD INSPECTION

The BRAA may conduct a pre-award inspection of the Proposer's premises or hold a pre-award qualification hearing to determine if the Proposer is capable of performing the requirements of this solicitation.

## 2.13 AWARD OF CONTRACT

- a. This contract may be awarded to the responsive and responsible Proposer meeting all requirements as set forth in the solicitation. The BRAA reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The BRAA shall be the sole judge of its best interest.
- b. The BRAA reserves the right to reject any and all Proposals if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the BRAA's best interest to do so.
- c. The Proposer's prior performance as a prime contractor or subcontractor on previous BRAA contracts shall be taken into account in evaluating the Proposal received for this solicitation.
- d. The BRAA will provide a copy of the ranking and scores to all Proposers responding to this solicitation.
- e. Award of this Proposal may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- f. The BRAA reserves the right to request and evaluate additional information from any Proposer after the due date for Proposals, as the BRAA deems necessary.

#### 2.14 CONTRACT EXTENSION

The BRAA reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide BRAA with continual service and supplies while a new agreement is being solicited, evaluated, and/or successful. The Executive Director shall determine whether to extend the agreement, and shall exercise the right to automatically extend the agreement by written notice to the Proposer.

#### 2.15 WARRANTY

All warranties express and implied shall be made available to the BRAA for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the selected Proposer against factory defects and workmanship. At no expense to the BRAA, the selected Proposer shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

#### 2.16 STANDARD OF CARE

The Proposer acknowledges that BRAA has accepted and relied upon Proposer's representations regarding Proposer's skill and expertise in the Proposer's industry. Therefore, Proposer represents that its services will be performed in a manner consistent with the highest standard of care, diligence, and skill exercised by nationally recognized firms for similar services. Proposer acknowledges that this representation is a material inducement to BRAA in awarding the contract and deviation from the standard of care referenced herein shall be a material breach of the Contract, compensable as provided herein, and as provided in the RFP documents and the Contract.

#### 2.17 NON-EXCLUSIVITY

It is the intent of the BRAA to enter into an agreement with the selected Proposer that will satisfy its needs as described herein. However, the BRAA reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

#### 2.18 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the BRAA and the selected Proposer, continue until completion at the same prices, terms, and conditions.

#### 2.19 PROTEST

In accordance with Sections 9 to 15 of the BRAA Procurement Code, if a Proposer intends to protest a solicitation or proposed award of a contract, the following shall apply:

- a. The written protest must be received no later than seven (7) calendar days after such actual or prospective Proposer knew or should have known the facts giving rise to the protest. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Proposer of all rights of protest under this procedure.
- b. The Executive Director's consideration of a timely written protest shall not necessarily stay the award process, as may be in the best interest of the BRAA.
- c. The Executive Director shall have the authority to settle and resolve the protest if such a settlement or resolution is practicable in the Executive Director's opinion. If the protest is not resolved by mutual agreement, the Executive Director shall promptly issue a decision in writing, after consulting with the Airport Legal Counsel. The decision shall state the reasons for the action taken and inform the protestant of his or her right to Administrative review and of the appeal security requirements. A copy of this decision shall be mailed or otherwise furnished to the protestant.
- d. The proposal shall have the right to appeal the decision of the Executive Director in accordance with the protest and appeals procedures as set forth in Section 13 of the BRAA Procurement Code.

#### 2.20 LAWS AND REGULATIONS

The selected Proposer shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation. The Proposer shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

#### 2.21 LICENSES, PERMITS AND FEES

The selected Proposer shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the BRAA or a selected Proposer for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the selected Proposer.

#### 2.22 SUBCONTRACTING

Unless otherwise specified in this solicitation, the selected Proposer shall not subcontract any portion of the work without the prior written consent of the BRAA. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the BRAA shall constitute a material breach of the agreement and may result in termination of the contract for default.

#### 2.23 ASSIGNMENT

The selected Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract

to any person, company, or corporation without the prior written consent of the BRAA. Assignment without the prior consent of the BRAA may result in termination of the contract for default.

#### 2.24 SUBSTITUTION OF PERSONNEL

It is the intention of the BRAA that the selected Proposer's personnel proposed for the contract shall be available for the initial contract term. In the event the selected Proposer wishes to substitute personnel, the selected Proposer shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the BRAA's approval. In the event the substitute personnel are not satisfactory to the BRAA, and the matter cannot be resolved to the satisfaction of the BRAA, the BRAA reserves the right to cancel the contract for cause.

#### 2.25 LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the selected Proposer.

#### 2.26 PROPOSER'S COSTS

The BRAA shall not be liable for any costs incurred by Proposers in responding to this Request for Proposals.

#### 2.27 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the selected Proposer shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the BRAA or any of its departments. The selected Proposer shall provide physically competent employee(s) capable of performing the work as required. The BRAA may require the selected Proposer to remove any employee it deems unacceptable. All employees of the selected Proposer shall wear proper identification.

It is the selected Proposer's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The BRAA shall have no responsibility to check or verify the legal immigration status of any employee of the selected Proposer.

#### 2.28 INDEMNIFICATION

The selected Proposer shall indemnify and hold harmless the BRAA and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the BRAA or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the selected Proposer or its employees, agents, servants, partners, principals, or subcontractors. The selected Proposer shall pay all claims and losses in

connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the BRAA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The selected Proposer expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the selected Proposer shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the BRAA or its officers, employees, agents, and instrumentalities as herein provided.

Nothing in this agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the BRAA as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require selected Proposer to indemnify the BRAA for its own negligence, or intentional acts of the BRAA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

#### 2.29 COLLUSION

A Proposer recommended for award as the result of a competitive solicitation for any BRAA purchase of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the BRAA stating either that the contractor is not related to any of the other parties proposing in the competitive solicitation or identifying all related parties; and attesting that the Proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer. In the event a recommended Proposer identifies related parties in the competitive solicitation, its Proposal shall be presumed to be collusive and the recommended Proposer shall be ineligible for award unless that presumption is rebutted to the satisfaction of the BRAA. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

#### 2.30 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

## 2.31 PURCHASE OF OTHER ITEMS

The BRAA reserves the right to purchase other related goods or services, not listed in the solicitation, during the contract term. When such requirements are identified, the BRAA may request a price quote from the selected Proposer on the contract. The BRAA, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the selected Proposer, another contract Proposer, or a non-contract Proposer.

## 2.32 TERMINATION:

- a. **Availability of funds:** If the term of this contract extends beyond a single fiscal year of the BRAA, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the BRAA. The Board shall be the final authority as to availability of funds and how such funds are to be allotted and expended. In the event funds for the project/purchase are not made available or otherwise allocated, the BRAA may terminate this contract upon thirty (30) days prior notice to the selected Proposer.
- b. **For convenience:** The BRAA, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Request for Proposals (RFP) with or without cause immediately upon providing written notice to the selected Proposer. Upon receipt of such notice, the selected Proposer shall not incur any additional costs under the contract. The BRAA shall be liable only for reasonable costs incurred by the selected Proposer prior to the date of the notice of termination. The BRAA shall be the sole judge of "reasonable costs."
- c. **For default:** The BRAA reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the selected Proposer fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the selected Proposer must cure any such failure to perform or default. If the selected Proposer fails to cure the default within the time specified, the BRAA may then terminate the subject contract by providing written notice to the selected Proposer. The BRAA further reserves the right to suspend or debar the selected Proposer in accordance with the appropriate BRAA ordinances, resolutions, and/or policies. The vendor will be notified by letter of the BRAA's intent to terminate. In the event of termination for default, the BRAA may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Proposer.

## 2.33 ACCESS AND AUDIT OF RECORDS

The BRAA reserves the right to require the selected Proposer to submit to an audit by an auditor of the BRAA's choosing at the selected Proposer's expense. The selected Proposer

shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours. The selected Proposer shall retain all records pertaining to this contract, and upon request, make them available to the BRAA for three (3) years following expiration of the contract. The selected Proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the BRAA to ensure compliance with applicable accounting and financial standards.

## 2.34 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Federal Aviation Administration (FAA), the Department of Transportation (DOT), the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

## 2.35 BINDING EFFECT

All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

## 2.36 SEVERABILITY

In the event any term or provision of any contract or agreement entered into pursuant to this Solicitation is found by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall continue to be effective and shall be interpreted and given meaning to the greatest possible extent in the absence of any severed terms or provisions.

## 2.37 GOVERNING LAW AND VENUE

This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

## 2.38 ATTORNEY'S FEES

It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

## 2.39 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The BRAA complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.

During the performance of this contract, the selected Proposer agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The selected Proposer shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida and the federal government.

The selected Proposer further acknowledges and agrees to provide the BRAA with all information and documentation that may be requested by the BRAA from time to time regarding the solicitation, selection, treatment, and payment of subcontractors, suppliers, and Proposers in connection with this contract.

## 2.40 MINIMUM WAGE REQUIREMENTS

The selected Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.

## 2.41 PUBLIC RECORDS

Florida law provides that agency records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Proposal opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his/her/its Proposal is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Proposer must, in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Proposal number clearly marked on the outside. The BRAA will not accept Proposals when the entire Proposal is labeled as exempt from disclosure. The BRAA's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold

harmless the BRAA and the BRAA's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the BRAA's treatment of records as public records.

The selected Proposer(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this solicitation.

## 2.42 CONFLICTS OF INTEREST

All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the BRAA. Further, all Proposers must disclose the name of any BRAA employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Proposers' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Proposer from this solicitation and may be grounds for further disqualification from participating in any future solicitations with the BRAA.

## 2.43 PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted Proposers list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be successful or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

## 2.44 TAXES

The BRAA is exempt from payment of Florida state sales and use taxes. The selected Proposer shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the BRAA, nor is the selected Proposer authorized to use the BRAA's tax exemption number in securing such materials.

## 2.45 FORCE MAJEURE

The BRAA and the selected Proposer are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances that are not reasonably foreseeable and that beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the BRAA may at its sole discretion excuse performance for a longer term. Inability to obtain or delay in obtaining all necessary government approvals, permits, or licenses, and/or economic hardship of the selected Proposer shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

#### 2.46 NOTICES

Notices shall be effective when received via certified U.S. Mail, hand delivery, or other mail delivery service, such as UPS or Federal Express, at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Email transmissions of less than fifty megabytes (50 MB) in size are acceptable notice when emailed to the email address set forth herein and are effective when received; however, email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party. Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the selected Proposer and the BRAA.

#### 2.47 OWNERSHIP OF WORK PRODUCT

The BRAA shall have ownership rights, including without limitation copyrights and patents, to all work products developed for the BRAA by the selected Proposer.

#### 2.48 FEDERAL GRANT ASSURANCES

The Selected Proposer understands that BRAA conducts operations at the Airport in conformance with its Grant Assurances to the Federal Aviation Authority ("FAA"), and agrees to perform all services and provide all goods in compliance with those Grant Assurances. The parties agree that all terms and conditions of this Agreement shall be interpreted in conformance with the Grant Assurances including without limitation the following:

#### A. Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or

the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**B. Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on June 19, 2018 Page 23;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq.).

## **SECTION 3**

### **SPECIAL TERMS AND CONDITIONS**

#### **3.1 PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit Proposals from qualified firms to provide Security Guard Services to the BRAA.

The BRAA expects each Proposer to clearly outline its best and most comprehensive resources in its response because all goods, services and responsibilities identified in this solicitation will be awarded to the selected Proposer.

#### **3.2 LIMITATIONS**

The following limitations are applicable to this solicitation:

N/A

#### **3.3 GENERAL STANDARDS**

The successful Proposer shall at all times comply with all rules, regulations, and ordinances of the BRAA and other governmental agencies having jurisdiction. The successful Proposer shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to its agents, employees, members, visitors, and participants.

#### **3.4 DEFAULT/REMEDIES**

- a. In the event the successful Proposer defaults in the performance of its obligations in connection with this solicitation, the BRAA shall have the following options:
  - i. The BRAA will give the successful Proposer thirty (30) days' written notice of default. If the default is not cured within the thirty (30) days, the BRAA may immediately terminate the contract upon providing written notice of the Proposer's failure to timely cure the default. Upon termination, the BRAA may obtain the services elsewhere.
  - ii. The BRAA may recover at law any and all claims that may be due to the BRAA from the successful Proposer.
  - iii. The BRAA may perform such work as it deems necessary to cure the default or subsequent default and charge the successful Proposer for the full cost of labor and materials expended, plus thirty percent (30%) of the cost for administrative overhead.
- b. The acceptance of all or part of monies due for any period after a default shall not be deemed as a waiver of any of these options, or a waiver of the default or subsequent default of the same or any other term, covenant, and condition.
- c. The successful Proposer agrees that the BRAA shall not be responsible or have any liability whatsoever for any alleged damages, claim of lost profits, or otherwise in the event the BRAA declares the successful Proposer in default hereunder.
- d. In the event of default on the part of the selected Proposer, the BRAA may take such action as it deems appropriate including legal action for compensatory and/or special damages, or specific

performance.

### 3.5 INSURANCE

The selected Proposer shall provide insurance coverage in accordance with the Boca Raton Airport Authority Insurance Standards available at <https://bocaairport.com/wp-content/uploads/2019/08/FULL-INSURANCE-STANDARDS-Current.pdf>. In addition, the selected Proposer shall provide the following additional insurance coverage:

- a. N/A
- b.
- c.

The selected Proposer shall not commence any performance pursuant to the terms of this solicitation until certification or proof of insurance has been received and approved by the Executive Director or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the BRAA shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the BRAA or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the BRAA. Failure to provide and maintain the required insurance coverage during the term of the contract shall constitute a material breach of the contract. The Proposer is obligated to notify the BRAA if insurance coverage lapses or changes, including without limitation changes in the coverage limits or the insurance carrier, during the life of the contract. Failure to notify the BRAA of changes in insurance coverage in a timely fashion shall constitute a material breach of the contract.

The selected Proposer must submit, prior to commencing work, a current Certificate of Insurance, naming "The Boca Raton Airport Authority" as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the BRAA upon expiration.

### 3.6 PERFORMANCE BOND/LETTER OF CREDIT

Intentionally Omitted

### 3.7 CERTIFICATIONS

Any Proposer which submits an offer in response to this solicitation shall, at the time of such offer, hold all the required licenses, permits, and certifications issued by the applicable State or County agency qualifying the proposer to perform the services described in this solicitation, as set forth in Section 5 "Minimum Qualifications and Experience."

The BRAA may at its option, and in its best interest, allow the Proposer to supply any missing information on certification and licensing during the Bid Evaluation period.

### 3.8 METHOD OF PAYMENT: MONTHLY INVOICES; ADVANCE PAYMENT

The selected Proposer shall submit an invoice to the BRAA at the beginning of each calendar month for all services performed or goods received and accepted by the BRAA during the previous month. The amount charged shall not be in excess of the rates and fees agreed to in the Agreement.

The date of the invoices shall not exceed thirty (30) calendar days from the performance of the work. Under no circumstances shall the invoice be submitted to the BRAA in advance of the performance of the work. The invoice must be complete and must specify the period of work covered by the invoice.

The invoice shall contain the following information, at minimum: the selected Proposer's name and address, an invoice number, date of invoice, description of the goods received or the services performed, the contract number, purchase order number, and any discounts offered by Proposer.

All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, Florida Statutes, upon presentation of a proper invoice by the awarded Bidder.

The BRAA may authorize advance payments if, in the sole discretion of the Executive Director, the goods and/or services are essential to the operation of the BRAA and are available only if advance payment is made. Requests for advance payments must include properly certified invoices for the goods or service sought to be acquired. The amount of the invoice submitted shall not exceed \$\_\_\_N/A\_\_\_ or \_\_\_N/A\_\_\_% of the total Contract price. The BRAA reserves the right to request repayment of any or all part of the advance payment at any time and withhold further payments until repayment is made. On completion or termination of the contract, the BRAA shall deduct from the amount due to the selected Proposer all advance payments not repaid plus interest.

### 3.9 SUBCONTRACTING IS NOT ALLOWED

The BRAA will not allow any subcontracting of the work to be performed under this Contract. The selected Proposer must perform the work with its own staff. During the performance of the Contract, the BRAA may occasionally allow the selected Proposer to substitute some of its staff to account for unavailable individuals, but only with the explicit written permission of the BRAA.

OR

### 3.9 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

The Proposer must identify any and all subcontractors that will be used in the performance of the proposed work, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility, business standing, and ability to meet security requirements, if any, shall be considered by the BRAA when making the award in the best interest of the BRAA. The BRAA will not allow substitution of subcontractors without explicit written permission of the BRAA. Such permission will not be granted if, in the sole discretion of the Executive Director, such substitution is not in compliance with applicable federal or state grant requirements. If the Proposer fails to identify any and all sub-contractors in the Proposal, the Proposer may be allowed to submit this documentation during the evaluation period, if such action is in the best interest of the BRAA.

### 3.10 OTHER FORMS OR DOCUMENTS

If the BRAA is required by the selected Proposer to complete and execute any other forms or documents in relation to this solicitation, the terms, conditions, and requirements in this solicitation shall take precedence

to any and all conflicting or modifying terms, conditions or requirements of the selected Proposer's forms or documents. A sample of all forms or documents required by the Proposer in relation to this solicitation must be included in the Proposer's response.

### 3.11 MODIFICATION OF SERVICES

Notwithstanding any provision described in Section 2.30 "MODIFICATION OF CONTRACT", the following shall apply:

- a. The BRAA reserves the right to delete or modify any portion of the contracted services at any time without cause, and if such right is exercised by the BRAA, the rates and fees shall be reduced at the same ratio as the estimated costs of the services deleted as it relates to the estimated costs of the service originally contracted. If service has already been provided on the portion of the work to be deleted, the selected Proposer will be paid for the deleted portion based on the estimated percentage of the completion of such portion.
- b. If the selected Proposer and the BRAA agree on modifications or revisions to the service elements, after the BRAA has approved performance of a particular task or project, and a budget has been established for that task or project, the selected Proposer shall submit a revised budget to the BRAA for approval prior to proceeding with the task or project.

### 3.12 STORAGE OF MATERIALS

Materials and supplies required for the performance of the proposed work may be stored on BRAA property upon written approval of the Executive Director. However, materials and supplies do not become the property of BRAA as a result of delivery or storage of the materials and supplies on the property. BRAA takes ownership of the materials and supplies only when the materials and supplies are installed. The contractor must properly store the materials and supplies in such a manner as to preserve their quality and fitness for the work. The proper maintenance and storage of stored materials is the selected Proposer's responsibility. The BRAA is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials. The BRAA will not pay for storage of materials and supplies required for the performance of the proposed work at an offsite location without prior written approval of the Executive Director.



**ORIGINAL**  
**Enhancing Airfield**  
**Security**

**A Customized Security Program for  
Fort Lauderdale Executive Airport**

Solicitation  
RFP NO.: 2019-BRAA-02  
Title: Security Guard Services

**December 11, 2019**

Presented to:

**Boca Raton Authority Airport**  
903 NW 35th Street  
Boca Raton, FL 33431

Presented by:

**David Macedo**  
General Manager  
Allied Universal



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## PART A: PROPOSER PROFILE

1) The Proposer's legal name(s), headquarters address, local office address, state of incorporation, the name, address, and telephone number of Proposer's registered agent, if applicable, and key firm contact names.

Headquarters Address	Local Address
<p><b>Universal Protection Service LLC</b>  <b>d/b/a Allied Universal Security Services</b>  <b>Incorporated in Delaware</b>  <b>Conshohocken (Corporate Headquarters East)</b>  Eight Tower Bridge  161 Washington Street  Suite 600  Conshohocken, PA 19428  Phone: 484.351.1300</p>	<p><b>Allied Universal Security</b>  <b>Fort Lauderdale</b>  6301 NW 5th Way  Suite 5500  Ft. Lauderdale, FL 33309  Office: 954.739.8488</p> <p><b>Local POC</b>  Taylor McDonald  Mobile: 954.415.7419  taylor.mcdonald@aus.com</p>

2) A complete corporate or entity history of the Proposer, including date of incorporation or creation, name changes, dissolutions, reinstatements, etc.

The **August 2016** merger of Allied Barton Security Services (founded in **1957**) and **Universal Protection Service** (founded in **1964**) created the largest provider of security services in North America—with **230,000** security professionals deployed from **180** branch offices throughout the United States, the U.S. Virgin Islands (St. Croix), Puerto Rico, Canada, Mexico, South America (Honduras, Nicaragua) and the United Kingdom. The Company operates dual corporate headquarters in Santa Ana, CA, and Conshohocken, PA, a suburb of Philadelphia.

**Universal Protection Service, LLC**, was formed in Delaware on October 25, 2011, as **Security Forces, LLC**, and changed its entity name to **Universal Protection Service, LLC**, on July 11, 2012. **Universal Protection Service, LLC**, is wholly-owned by its parent company, **Universal Protection Service, LP**. **Universal Protection Service, LP**, was formed in California on **December 31, 2009**. These entities took on the Trade Name "Allied Universal Security Services" in **August 2016**.

3) The Proposer's federal ID number.

The FEIN for Universal Protection Service, LLC d/b/a Allied Universal Security Service is **56-0515447**.

4) Whether the Proposer is legally authorized, pursuant to the requirements of the Florida Statutes, to do business in the State of Florida.

Universal Protection Service, LLC d/b/a Allied Universal Security Service is legally authorized to do business in the State of Florida. Please reference all applicable licenses attached at the end of our proposal.

## PART B: PROPOSAL REQUIREMENTS

**1) Summary of Experience and Qualifications:** A detailed summary of experience and qualifications to perform the services required under this RFP, including any equipment, licenses, permits or training certifications necessary for the performance of the services or indicative of the Proposers qualifications to perform the services.

### Fast Facts about Allied Universal...

- The largest security services company in North America.
- Operations in the United States, Canada, U.S. Virgin Islands and Puerto Rico
- More than **200,000** employees.
- Dual headquarters in Santa Ana, CA and Conshohocken, PA
- More than **\$7 billion** in annual revenue in 2017

### Allied Universal Government Services

Allied Universal is recognized by our clients as the industry leader, specializing in force protection and access control to municipal, state and federal government facilities and agencies, including:

- |   |  |
|---|--|
| • <b>Airports</b>                           | • Federal Government Agencies          |
| • Business Improvement Districts            | • International Financial Agencies     |
| • City Administrative Services              | • Municipal, County and State Agencies |
| • Consulates/Embassies                      | • Ports/Port Authorities               |
| • Courts                                    | • Public Utilities                     |
| • Federal, Civilian and Defense Contractors | • Transportation/Transit Authorities   |

### Benefits of HELIAUS Mobile Guard Tour System to the BRAA

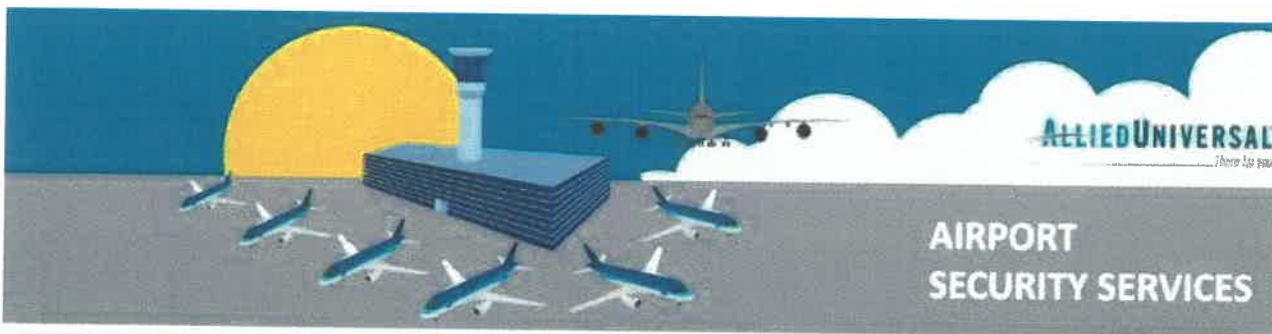
Allied Universal is proposing HELIAUS® instead of the Deggy System for BRAA. Data captured by security professionals on tour blends with management insights and AI algorithms to form actionable plans and dynamic workflows. As security professionals continue inputting activity reports through their dedicated mobile devices, HELIAUS® automatically detects trends and prompts management to incorporate new tour routes and inspection points to decrease the risk to your business.

- **Zone-based site controls**, as pictured to the right, and smart sensors trigger workflow actions for particular areas, giving you and your security management team a level of customization suited to your needs.
- **Automated post orders** ensure that security professionals have immediate access to constantly updated site information and instructions, ensuring that they are always informed and on task.
- **Full mobile integration** allows security professionals to write incident reports, perform safety inspections, log visitors, and more while on the move, keeping your site monitored at all times.
- **User-friendly dashboards** allow security management to track incidents, daily activity, and more, enabling instant visualization of real-time information to allow for easy identification of program efficiency and improvements.



## Airport & Airfield Security Expertise

Allied Universal has unmatched depth and expertise airport security. Allied Universal currently supports more airports across the United States than any other security company in the industry. Allied Universal secures twenty (20) large airports complying with Title CFR 49 1542 Airport Security Regulations and ten (10) airport general aviation facilities complying with Title 49 CFR 1550 General Aviation Regulations.



## Understanding of BRAA Security Services

Allied Universal is bidding on providing the airport security guard services being sought by BRAA to initially provide unarmed airfield security services. Boca Raton Airport Authority needs an experienced security company to:

- Patrol all Authority properties.
- Conduct daily airfield inspections and reports
- Conduct nightly airfield light inspection and reports
- Respond to airport emergencies and provide reports
- Conduct fence line/gate inspections and reports

- Escort contractors and personnel as directed and reports
- Conduct ramp permit/badge checks and reports
- Badge renewals and reports
- Similar functions as directed by the Authority
- Proven Aviation Security Experience providing security functions within a general aviation airport
- Industry commitment to stay current with changing and emerging regulatory standards of aviation security
- Expertise in Point of Entry & Airport Gate Access Control

Allied Universal has extensive experience in providing security services to facilities with similar Scope of Services as the Boca Raton Airport Authority including: Fort Lauderdale Executive Airport (FXE) where we have experience providing airfield security services. We have been providing airfield and aviation security services at North Perry General Airport (since February 2011), Opa Locka Executive Airport (since October 2008) and Fort Lauderdale Executive Airport (since 2014) as well as comprehensive aviation security programs for Miami International, Orlando International Airport, Ft. Lauderdale/ Hollywood Airports and Jacksonville Aviation Authority.



**Fort Lauderdale Executive Airport**



**North Perry Airport**



**Opa Locka Airport**

Allied Universal has documented experience and significant resources committed to commercial and general aviation clients. The scope of services Allied Universal provides in both the public and private sectors varies based upon individual location and customer requirements. All Allied Universal security officers are trained to observe and report unusual activity. General security duties include internal and external patrols, access control, responding to calls for service in immediate areas, detecting, reporting and correcting safety hazards, enforcing policies/procedures and state laws, monitoring of closed-circuit cameras and providing a visible deterrent to crime.

The most complex security control requirements and also the most stringently regulated are with airfield and airport security. Allied Universal has documented experience and significant resources committed to commercial and general aviation clients. Aviation specific experience includes:

- Experience at 49 CFR Part 1542 regulated airports, with both Category X and I airports
- Experience at 49 CFR Part 1550 General Aviation airports
- Experience with facilities and airfield security at General Aviation airports
- Experience in providing gate access for vehicular traffic to the tarmac area, parking lot security service, securing baggage hold areas, baggage screening (where baggage is dropped off) and surge capacity when security protocol is changed related to elevation in threat levels
- Experience with SIDA Badge compliance and enforcement

Security for the "hub only" areas as well as Aircraft Operations Area (AOA) in accordance with policies and TSA regulatory compliance where the Allied Universal officers:

- Screen all individuals entering the airport to insure that all individuals have authorization for entry by being issued an approved hub, AOA, or visitor's badge issued by the security department.

### Fort Lauderdale-Hollywood International Airport



Allied Universal provides general aviation airport and airfield security services at North Perry Airport including: vehicle patrol; nighttime perimeter patrol; runway and interior patrols; aircraft security for approximately 350 General Aviation aircraft; nighttime aircraft landing and takeoff log entries; runway incursions entries as well as building and security gate checks. North Perry General Aviation Airport airfield system consists of four runways; the longest is 3,350 feet with two of the runways that are lighted for 24 hour operation.

### Miami International Airport



Allied Universal's Miami International Airport operation secures approximately 45 posts consisting of employee checkpoints, main elevators, vendor elevators, construction (development)

areas, International arrival areas, the Airport Administrative Headquarters, a cargo area and its adjacent rooftop parking areas, and a Loading Dock. Allied Universal recently transitioned the Fire Inspection detail from the Miami-Dade Police Department to part of the permanent security coverage. The program is overseen by a dedicated Project Manager and on-site Supervisors.

#### Scope of Work Highlights

- Ingress/Egress Access Control to Terminal and Airfield
- Screen employees, vendors and packages
- SIDA badge enforcement
- Compliance with ASP
- Equipment protection
- Interior/Exterior Patrols
- Facility Escorts
- Traffic Control and Parking Lot Enforcement
- Quality Assurance Program

Miami International was the first airport in the United States to mandate 100% employee/vendor screening to access the sterile areas of the terminal and airfield. Allied Universal provides continuous coverage to the 5 Employee Checkpoints at Miami International Airport, ensuring that all employees accessing the Air Operations Area (AOA) are screened in order to ensure that no items that are in violation of both federal and local mandated regulations enter the AOA. In addition, the security staff verifies each employee's Airport Identification Card for validity prior to accessing the AOA. Within the airport, Allied Universal further controls access to the AOA by authorized personnel only by securing the employee and vendor elevators, which are utilized for deliveries. Inspecting and documenting deliveries, verifying paperwork and enforcing badging policy are the primary duties of the officers assigned to the AOA.

Other responsibilities include securing state of the art screening equipment being installed by the TSA throughout the terminal, by enforcing badging policies, registering every employee's entry and exit to the room and ensuring no unauthorized persons exit the room with any equipment being stored there, as well as no equipment being stored in that room is tampered with or vandalized. Security Officers conduct routine walking patrols of facilities, ensuring that no equipment is vandalized or stolen.

### Allied Universal's Service Delivery Model

Allied Universal's service delivery model will be based upon our approach at Fort Lauderdale Executive Airport. Allied Universal has a deep knowledge of best practices for securing your aprons, taxiways, Instrument Landing Sites (ILS) and runways. We understand the security team must seamlessly integrate with the airfield and terminal operations. Our team has extensive experience delivering the following key airfield patrol services:

- On-going airfield maintenance
- Airfield construction projects
- Perimeter patrol
- In-Flight Emergencies (IFE's)
- Ground emergencies
- Preventing CMA/Runway incursions
- Hazmat Spills

Our knowledge in providing airport security will enable BCT to operate securely and seamlessly. ***Our Vision is to deliver BCT with a security program designed provide in house benefits at a cost-effective outsourced budget very similar to our program at FXE.*** We have been able to meet bring this vision to fruition at FXE by embedding an experienced team, a robust training and compliance program and understanding the policies, procedures and protocols.

Victor Spagnuolo brings a wealth of leadership expertise to our aviation security programs. Please refer to his biography below followed by a sampling of key personnel within our aviation portfolio.

### Airport Security Manager – Victor Spagnuolo



#### Experience

Retired police officer of 30 years – Specializing in physical fitness and self-defense as an instructor @ the Mid-Michigan Police Academy, and various Police Departments, along as an instructor at Baker College of Owosso. (Largest private college in Michigan) Accident reconstruction.

**9 years RUNWAY/TAXIWAY inspections as Police Officer/Security Officer**  
Account Manager – Fort Lauderdale Executive Airport – 2 years

#### ACCOMPLISHMENTS:

Developed and Implemented Information Security Risk Management Programs - Instructed Police Academy Personnel in Physical Fitness and Pressure Point Control tactics - Facility Safety Planning Coordinator - Clery Reporting (college crimes reporting index) - OSHA Reporting - Fire Safety & Developed Security Card Access and IP based/CCTV systems -Emergency Management - Emergency Medical Technician - Traffic Enforcement Reconstruction - Airport Firefighter Rescue

#### Past Positions

**Allied Universal Security Services – 6301 NW 5th ave. Fort Lauderdale, FL 33309**

FXE Airport - 2015 - Present

Account Manager

Direct supervisor, Personnel scheduling, shift supervisor, account records, airport directives, patrol of airport grounds, gate checks, perimeter patrol, tower response and control, investigations and reporting, vehicle inspections & repairs.

United Parcel Service

October 26 – December 15 2014 - Driver Assistant (holidays)

**Baker College of Owosso**

**Campus Safety Director, 01/2006 to 08/2011 - Baker College - Owosso, Michigan**

Retired from law enforcement to accept a position as Campus Safety Director at Baker College of Owosso, Michigan. Directed installation and maintained security door lock systems, closed circuit television systems, motion detecting, on campus. Implemented risk assessment plans and emergency response, OSHA reporting inspection and corrective actions. Conducted emergency management and emergency scale exercises, fire safety training. Supervised 22 employees in crime reporting, security, and enforcement. Developed protocols and (standard operation procedures) for campus officers. Armed officers with pistols and ballistic vests for campus security and rapid assault procedures. Coordinated with 911 Center with full access to emergency radio transmissions as a non-law enforcement entity. Installed, maintained and repaired security systems and programmable logic controls.

**Shiawassee County Sheriff's Dept. - Court Bailiff, 08/2005 to 01/2006**

**Shiawassee County Sheriffs - Corunna, MI Court Bailiff for Circuit**

Capital Regional Airport Authority - Police/Fire Rescue, 01/2002 to 08/2005  
Capital City Airport - Lansing, MI Police/Fire Duties included Public Safety Officer/Firefighter and Airport Field Operations. Responsible for the entire security of the airport grounds, field, and perimeter. Law enforcement duties also included. Working with the FAA and TSA along with federal, state, and local authorities. Field operations included runway/taxi inspections and inspections, lighting and snow removal. Perimeter included gates, traffic, fencing, and animal control. Logs of criminal complaints, service complaints, and all general activity were noted daily. Investigations, violations, and prosecutions were normal activity.

**Owosso Police Department - Police Officer, 09/1993 to 01/2002**

Owosso Police Department - Owosso, MI Police Officer - police patrol, investigations, traffic enforcement, officer field training, self-defense Training.

**Ingham County Sheriff's**

Sheriff's Deputy, 09/1979 to 04/1986

Ingham County Sheriff's Dept. - Mason, MI

Road Patrol Officer Instructor Police Academy

**EDUCATION**

Associate Degree - General: Criminal Justice, 1991

Lansing Community College - Lansing, MI,

Coursework in Criminal Justice.

## Sampling of Key Personnel

The quality of our airfield security program is based on each of the key personnel that we employ to support our airport clients. Please see the following biography summaries that highlight the multi-faceted backgrounds and aviation expertise that we look for in the Security Professionals that support our aviation partners.

<p><b>Security Manager – Vic Spagnuolo</b>  7648 Pinewalk Dr South Margate, FL 33063  Associates Degree – Criminal Justice  30 Years – Police Officer (Retired)  15 years – Instructor Mid-Michigan Police Academy/Physical Fitness/Defensive Tactics  Certified Accident Re-Construction Investigator  15 years – Restaurant Owner  4 years – ARFF Firefighter (Capital Regional Airport)  4 years – Allied Barton – Allied Universal Security Services  Driver’s License S125-870-57-468-0 D-License D1429718 CWL – W1780533</p>	<p><b>Officer – Dauphin Etienne</b>  1405 SW 5<sup>th</sup> Ave Deerfield Beach, FL 33441  High School Degree  12 years Military Service  21 years Municipal Auto Technician (Retired)  23 years Security Experience (US Security, Navarro, CSS, Floyd, 5 years Allied Universal)  Private Pilot License – Aircraft  Driver’s License E350-160-61-379-0 D – License D8707748</p>
<p><b>Officer – Donald Goedke</b>  11261 NW 41<sup>st</sup> St Coral Springs, 33065  15 years Fort Lauderdale P.D (Traffic Homicide)  20 years Security (Supervisor VTS Inc, TSCM, Navarro Security)  3 years Airport Operations (FL Executive Airport)  Certified Homeland Security – Level 3  Driver’s License G320-196-47-465-0  Class D Security License – D1924440  CWL W9618623</p>	<p><b>Officer – Steve Curran</b>  6410 Pinehurst Circle E Tamarac, FL 33321  Bachelor’s Degree – Criminal Justice  29 – years Police Officer (Retired)  2 1/2 years - Reserve Officer  9 years – Police (Field Training Officer) 2 years FTO Sergeant  Active Shooter/Critical Incident Training  3 years – Security with CPP Security &amp; Wackenhut (Captain)  1 Year – Allied Universal Security Services  Driver’s license C650-798-62-100-0 D-License D1729892</p>
<p><b>Officer – Henry Schaller</b>  5901 Catesby St. Boca Raton, FL 33433  Associates Degree Automotive Marketing  Aviation background – Airline Transport Pilot  Flight Instructor, Medevac Lear, Single Engine Sea, Instrument, commercial (Bank Checks Air)  5 years - Cadillac &amp; Oldsmobile Title Vice-President (Family Business)  10 years Security – Platinum Group, U S Securities, Victory, and Allied Universal Security Services  Driver’s License S460-381-50-024-0 D-License D2937712</p>	<p><b>Officer - Britney Lopez</b>  6600 NE 22<sup>nd</sup> Way Fort Lauderdale, FL 33308  Corrections Certificate  2 years security experience (SOS Security, Allied Universal Security)  3 years Corrections Officer  8 years United States Navy  Bi-Lingual</p>

<b>Officer - Erik Vecvagar</b> 3300 NE 192 <sup>nd</sup> St Unit 313 Aventura, FL 33180 17 years – Police Officer 2 years - Executive Asset Solutions 1 year – Dispatcher Police Dept. Basic recruit school – New York 4 years - United States Navy 7 years - Emergency Medical Technician Class D Security License	<b>Officer - Paul Williams</b> 10765 Cypress Lake Terrace Boca Raton, FL 33498 Master of Science –Management, Bachelor of Science, Associates of Arts Field Training Officer, Notary of Public 4 years - Fort Lauderdale Police Department – Traffic Accident Investigator 7 years - Public Safety Aide – Fort Lauderdale Class D Security License
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## Airport Training

<b>Airport Specific Training</b>	<p>In order to ensure every officer assigned to JAA is familiar with the facilities, each officer will receive Airport specific training which includes:</p> <ul style="list-style-type: none"> <li>→ Knowledge of and familiarization of JAA post locations</li> <li>→ SIDA Training and Individual Badge Holder Responsibilities</li> <li>→ AOA Driving (if necessary)</li> <li>→ Airport job tasks assigned to the individual, including a working knowledge of equipment required to perform the job in a first-class manner</li> <li>→ Airport-approved procedures used by AlliedBarton in the event of problems</li> </ul>
<b>Airport Security Officer Training</b>	<p><b>Airport Security Basics</b> - This course is designed to give new officers a basic understanding of the challenges related to providing security in airport operations. Topics include:</p> <ul style="list-style-type: none"> <li>→ Overview of Airport Security</li> <li>→ Defining 49 CFR 1542 and the security officers role</li> <li>→ AOA Operations Overview &amp; Definitions</li> <li>→ Overview of Secured Identification Display Areas</li> <li>→ Equipment Familiarization</li> <li>→ Crisis Communications Plan</li> <li>→ Accident/Incident Investigation and Reporting</li> <li>→ Evacuations</li> </ul> <p><b>Customer Service</b> - Our Customer Service training is designed to ensure that our officers provide outstanding assistance to both internal and external customers. Topics include:</p> <ul style="list-style-type: none"> <li>→ How to identify your internal and external customers and their expectations</li> <li>→ The importance of "perception" and "presentation"</li> <li>→ Telephone skills</li> <li>→ How to effectively handle customer complaints</li> <li>→ Resolving conflicts</li> </ul> <p><b>Effective Patrolling Techniques</b> - Since many environments are decentralized and comprised of several buildings, it is important that our officers know how to effectively and efficiently patrol. This section covers tips and techniques for conducting thorough and comprehensive patrols.</p> <p><b>Traffic Control</b> - This training covers the different types of traffic control that our officers may be faced with. Officers are also trained to help identify any issues and maintain safety procedures.</p>

<b>Annual Refresher Training</b>	<ul style="list-style-type: none"> <li>→ Anti-terrorism awareness</li> <li>→ Behavioral recognition</li> <li>→ Managing aggressive behavior</li> <li>→ Customer service</li> </ul>
<b>Monthly Recurrent Training</b>	<ul style="list-style-type: none"> <li style="width: 50%;">→ Policies and procedures</li> <li style="width: 50%;">→ Airport Security (new/modified DHS/TSA regulations)</li> <li style="width: 50%;">→ Report writing</li> <li style="width: 50%;">→ Safety programs</li> <li style="width: 50%;">→ Customer service</li> </ul>

*2) Bankruptcy, Litigation & Contract Dispute Information: Proposer is required to provide the BRAA with a complete list and description of all lawsuits, litigation, claims, arbitrations, and administrative hearings brought by or against the Proposer, its parent or subsidiaries, predecessor organizations, any of its wholly-owned subsidiaries, or any of its owners or officers during the last (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the matter or the current status if the matter is not final.*

Like any security provider, the bidder, Universal Protection Service, LLC, and its parents, subsidiaries, predecessor organizations, wholly-owned subsidiaries, owners and officers (collectively "Allied Universal") is subject to routine lawsuits, litigation, claims, arbitrations, and administrative hearings (collectively "Legal Proceeding(s)") in the ordinary course of its business, some of which involves claims resulting from the conduct of its security operations. We maintain general liability, employment practices liability and other insurance coverage which we believe adequately insure us against the risks associated with these Legal Proceedings. There has never been a Legal Proceeding that has caused a material, adverse impact on Allied Universal or its operations or financial condition, nor, to our best knowledge, information and belief, is any such Legal Proceeding ongoing or pending.

Due to the volume of cases in which Allied Universal is involved in the ordinary course of its business, it is not feasible or practical to list every Legal Proceeding involving the company. By way of further explanation of the various Legal Proceedings:

- Bankruptcy cases typically involve instances in which Allied Universal is listed as an unsecured trade creditor in a proceeding where an Allied Universal customer has filed for bankruptcy protection. In some instances, Allied Universal, like any unsecured creditor, may be subject to routine preference claims relating to amounts paid to Allied Universal for services rendered prior to the filing of the bankruptcy case. Allied Universal has never been the debtor in any bankruptcy proceeding.
- Civil cases are chiefly comprised of personal injury cases encompassing incidents involving circumstances ranging from alleged slip and fall injuries to injuries caused by crimes committed by third parties. In these types of cases, Allied Universal is frequently joined as a defendant under the theory that Allied Universal failed to exercise appropriate diligence in the exercise of its duties or otherwise failed in a duty to provide adequate security to the facility where the incident is alleged to have occurred. We vigorously defend such cases and strive to resolve each case on an expedited basis.
- Other cases in which Allied Universal is named as a defendant include claims by current or former employees related to their employment. Such cases may range from wrongful termination actions to actions alleging discrimination on one or more bases.
- Cases in which Allied Universal is shown as the plaintiff typically involve routine collection matters to retrieve unpaid amounts due to Allied Universal for services rendered.

We believe the volume of Legal Proceedings experienced by Allied Universal is more or less typical of companies of our size.

**3) Criminal History Information:** A complete list and description of all criminal proceedings or hearings concerning offenses in which the Proposer, its owners, officers, predecessor organization(s), or wholly owned subsidiaries were defendants. Proposer shall include in this list any criminal proceedings or records that have been sealed by a court.

None

**4) Negative Contract Performance Information:** A complete list and description of all terminated or rescinded contracts to which Proposer was a party. This list must also include the circumstances under which the contract was terminated or rescinded. In addition to contracts that were terminated or rescinded, the list must include contracts pursuant to which Proposer was assessed liquidated damages or any other contractual monetary penalty as a result of delay or any other reason.

As a large contract security provider with thousands of clients, Allied Universal has received communications from parties with whom we have a contract, alleging that Allied Universal has not performed a contract obligation under the terms of the contract. Frequently these issues result from good faith differences in contract interpretation or factual misunderstandings, which we always address in a prompt and constructive manner. Occasionally investigation of these matters discloses service concerns that entail assessment of contractually stipulated sums. When service concerns are brought to our attention we engage with the client to resolve the matter promptly and appropriately. It is always our intention to work closely with our client to resolve any service concerns they may have. Some of our contracts contain the right to terminate for convenience, and accordingly, some clients from time to time terminate their service agreements on that basis.

**5) Debarment History Information.** A complete list of all cases of debarment filed, pending, or resolved by any public entity during the last five (5) years prior to the Due Date and Time, whether such actions were brought by or against the Proposer, any parent or subsidiary of the Proposer, or any predecessor organization. If the Proposer is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.

None

**6) Financial Terms:** Proposer must provide the BRAA with the financial terms of its proposal, including a description of all services included within lump sums, any applicable hourly rates for performance of the service or some portion of the service, estimates of the number of hours likely to be incurred per year (for each element of the service for which it lists an hourly rate), an explanation of whether and how products, parts and equipment will be paid for by the BRAA (and whether the Proposer will charge a mark-up on such products, parts and equipment), and any other aspect of the financial terms necessary for a full understanding of the Proposal.

## OPTION 1 – Primary & Backup Vehicle in the Bill Rate

Boca Raton Airport						
Rate Card and Total Spend - Year 1						
Post	Site	HPW	Wage Rate	Bill Rate	Holiday / OT Rate	Annual Cost
Officer	Boca Raton	128	\$16.50	\$28.56	\$42.83	\$190,064.84
Supervisor	Boca Raton	40	\$19.00	\$32.88	\$49.32	\$68,394.54
Sub-Total		168				\$258,459.38
Direct Bills (Estimate)						Annual Cost
Holidays						\$2,154.00
Sub-Total						\$35,538.62
Grand Total						\$293,998.00

Position	Hourly Rate	Holiday Rate	Estimated Annual Hours
Airfield Qualified Guard	\$ 29.59	\$44.38	8,760
<b>As Needed:</b>			
Additional Airfield Qualified Guard with Vehicle	\$ 33.41	\$50.11	
Additional Airfield Qualified Guard without Vehicle	\$ 29.59	\$44.38	
Additional Airfield Qualified Guard with Vehicle	\$ 50.11	\$75.17	
Additional Airfield Qualified Guard without Vehicle	\$ 44.38	\$66.57	

## OPTION 2 – Vehicles Not in the Bill Rate

Boca Raton Airport						
Rate Card and Total Spend - Year 1						
Post	Site	HPW	Wage Rate	Bill Rate	Holiday / OT Rate	Annual Cost
Officer	Boca Raton	128	\$16.50	\$23.98	\$35.97	\$159,607.92
Supervisor	Boca Raton	40	\$19.00	\$27.61	\$41.42	\$57,434.67
Sub-Total		168				\$217,042.58
Direct Bills (Estimate)						Annual Cost
Holidays						\$2,154.00
Sub-Total						\$2,154.00
Grand Total						\$219,196.58

Position	Hourly Rate	Holiday Rate	Estimated Annual Hours
Airfield Qualified Guard	\$ 24.84	\$37.27	8,760
Primary Vehicle (not in bill rate)	\$1,825	per month	
Backup Vehicle (not in bill rate)	\$1,425	per month	
<b>As Needed:</b>			
Additional Airfield Qualified Guard with Vehicle	\$ 28.66	\$43.00	
Additional Airfield Qualified Guard without Vehicle	\$ 24.84	\$37.27	
Additional Airfield Qualified Guard with Vehicle	\$ 43.00	\$64.50	
Additional Airfield Qualified Guard without Vehicle	\$ 37.27	\$55.90	

**7) Statement of Offer:** *The Proposal must contain the Proposal Submittal Signature Page containing the statement of offer that is signed by an official having authorization to contractually bind the company or firm.*

See Appendix A: RFP Forms for Proposal Submittal Signature Page

### **PROPOSED CONTRACT DISCUSSION ITEMS**

We respectfully request your consideration of the following discussion items.

RFP Section 2.28 on page 5 and Sample Agreement Article 5 on page 31:

- Replace the phrase "arising out of, relating to, or resulting from the" with the phrase "to the extent caused by the negligent".
- Insert the following sentence at the end of the first paragraph: "Anything to the contrary notwithstanding, under no circumstances will Contractor be liable to any indemnified party for consequential, incidental, indirect or punitive damages, or for lost profits".

RFP Section 2.32.b on page 6:

- Revise to give the Contractor the reciprocal right to terminate for convenience on 120 days' prior written notice.


RFP Section 3.5 on page 11:

- Insert the following after the sentence "Deductibles must be acceptable to the BRAA".  
§ "Approval shall not be unreasonably withheld upon Contractor's demonstration of financial capacity to carry said deductibles and self-insured retentions. At the option of the BRAA, the Contractor shall provide a financial guarantee of its parent company guaranteeing payment of losses and related investigations, claim administration and defense expenses that fall within the policy self-insured retentions and deductibles."
- Insert the following after the reference to "additional insured" in the penultimate sentence:  
§ "...to the extent of the Contractor's indemnification obligations and up to the required insurance coverage amount."

**SECRETARY'S CERTIFICATE for  
Universal Protection Service, LLC (the "Company")**

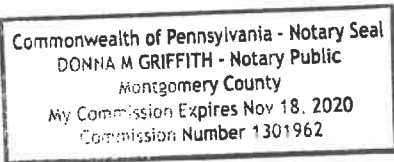
I, David I. Buckman, hereby certify that: (i) I am the Secretary of Universal Protection Service, LLC, d/b/a Allied Universal Security Services with an address of Eight Tower Bridge, 161 Washington Street, Suite 600, Conshohocken, PA 19428, (ii) Steven S. Jones is President and CEO of the Company, Andrew Vollero is Senior Vice President, Chief Financial Officer and Treasurer of the Company and I am General Counsel, Executive Vice President and Secretary of the Company, (iii) by the By-Laws of the Company I am duly authorized and empowered and hereby designate Andrew Daniels a Vice President, Business Development of the Company, as an individual who can execute security service contracts and proposals on behalf of the Company, including all documents relating to RFP No.: 2019-BRAA-02 Title" Security Guard Services issued by the Boca Raton Airport Authority.

In witness whereof, I have set my hand this 4<sup>th</sup> day of December,  
2019.

  
\_\_\_\_\_  
David I. Buckman  
Secretary

The aforementioned Secretary's Certificate was subscribed and sworn to (or affirmed) before me this 4<sup>th</sup> day of December, 2019 and the signature is personally known to me.

Stamp of Notary



Donna M. Griffith  
Print name

Donna M. Griffith  
Signature

12 / 4 / 19  
Date

## ACKNOWLEDGEMENT OF ADDENDA

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INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

---

### PART I:

List below the dates of issue for each addendum received in connection with this solicitation:

Addendum #1, Dated 11/21/2019  
Addendum #2, Dated 12/2/2019  
Addendum #3, Dated 12/3/2019  
Addendum #4, Dated \_\_\_\_\_  
Addendum #5, Dated \_\_\_\_\_  
Addendum #6, Dated \_\_\_\_\_  
Addendum #7, Dated \_\_\_\_\_  
Addendum #8, Dated \_\_\_\_\_  
Addendum #9, Dated \_\_\_\_\_  
Addendum #10, Dated \_\_\_\_\_

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### PART II:

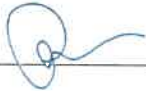
☒ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

---

Universal Protection Service LLC d/b/a Allied Universal Security Services

Firm Name

Signature



Andrew Daniels, Vice President

Name and Title (Print or Type)

12/11/2019

Date

**ADDENDUM NO. 1**  
**TO THE BID DOCUMENTS**  
**FOR T**  
**2019-BRAA-02-RFP-SECURITY GUARD SERVICES**  
**BOCA RATON AIRPORT**  
**BOCA RATON, FLORIDA**

November 21, 2019

PAGE 1 of 1

**TO: ALL HOLDERS OF CONTRACT DOCUMENTS**

- a. Your attention is directed to the following interpretations of, changes in, and additions to the Contract Specifications and Plans for the above named project at Boca Raton Airport, Boca Raton, Florida.
- b. This Addendum is part of the Contract Documents, and the bidders are required to acknowledge receipt of this Addendum in the space provided below.

This addendum includes the following (see attachments):

- 1. PRE BID MEETING MINUTES w/Sign-in Sheet (attached)
- 2. CONTRACTOR QUESTIONS – RFI #1 (attached)

**NOTE: Sign and Return Addendum #1 Cover with Bids**

Acknowledged:  signature of Bidder

Name of Bidder: Allied Universal Security Services Date: 12/11/2019

**END OF ADDENDUM NO. 1**

**ADDENDUM NO. 2**  
**TO THE BID DOCUMENTS**  
**FOR THE**  
**2019-BRAA-02-RFP-SECURITY GUARD SERVICES**  
**BOCA RATON AIRPORT**  
**BOCA RATON, FLORIDA**

December 2, 2019

PAGE 1 of 1

**TO: ALL HOLDERS OF CONTRACT DOCUMENTS**

- a. Your attention is directed to the following interpretations of, changes in, and additions to the Contract Specifications and Plans for the above named project at Boca Raton Airport, Boca Raton, Florida.
- b. This Addendum is part of the Contract Documents, and the bidders are required to acknowledge receipt of this Addendum in the space provided below.

This addendum includes the following (see attachments):

- 1. **CONTRACTOR QUESTIONS** – RFI #2 (attached)
- 2. **CBP BADGING REQUIREMENTS** - Exhibit A

**NOTE: Sign and Return Addendum #2 Cover with Bids**

Acknowledged:  signature of Bidder

Name of Bidder: Allied Universal Security Services Date: 12/11/2019

**END OF ADDENDUM NO. 2**

**ADDENDUM NO. 3**  
**TO THE BID DOCUMENTS**  
**FOR THE**  
**2019-BRAA-02-RFP-SECURITY GUARD SERVICES**  
**BOCA RATON AIRPORT**  
**BOCA RATON, FLORIDA**

**December 3, 2019**

**PAGE 1 of 1**

**TO: ALL HOLDERS OF CONTRACT DOCUMENTS**

- a.** Your attention is directed to the following interpretations of, changes in, and additions to the Contract Specifications and Plans for the above named project at Boca Raton Airport, Boca Raton, Florida.
- b.** This Addendum is part of the Contract Documents, and the bidders are required to acknowledge receipt of this Addendum in the space provided below.

This addendum includes the following (see attachments):

**1. UPDATED US CBP BADGING AND BOND REQUIREMENTS**

**NOTE: Sign and Return Addendum #1 Cover with Bids**

Acknowledged:  signature of Bidder

Name of Bidder: Allied Universal Security Services Date: 12/11/2019

**END OF ADDENDUM NO. 1**

### PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the BRAA, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Universal Protection Service LLC d/b/a Allied Universal Security Services

Street Address:

6301 NW 5th Way, Suite 5500, Ft. Lauderdale, FL 33309

Mailing Address (if different from Street Address):

Telephone Number(s): 954.739.8488

Fax Number(s): \_\_\_\_\_

Email Address: andrew.daniels@aus.com

Federal Employer Identification Number: 56-0515447

Prompt Payment Terms: \_\_\_\_\_% \_\_\_\_\_ days' net \_\_\_\_\_ days

Signature: 

(Signature of authorized agent)

Print Name: Andrew Daniels

Title: Vice President

Date: 12/11/2019

By signing this document, the Proposer agrees to all terms and conditions of this solicitation and the resulting contract/agreement.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 90 DAYS, AND THE PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE BOCA RATON AIRPORT AUTHORITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.**

## CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the BRAA.

Furthermore, all Proposers must disclose the name of any BRAA employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the BRAA the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any BRAA duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

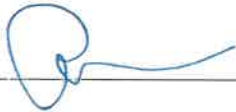
- ☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal due to other clients, contracts, or property interests.

Acknowledged by:

Universal Protection Service LLC d/b/a Allied Universal Security Services

Firm Name

Signature



Andrew Daniels, Vice President

Name and Title (Print or Type)

12/11/2019

Date

## NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, 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 Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

**Universal Protection Service LLC d/b/a Allied Universal Security Services**

Firm Name

Signature

**Andrew Daniels, Vice President**

Name and Title (Print or Type)

**12/11/2019**

Date

## DRUG-FREE WORKPLACE

Universal Protection Service LLC  
d/b/a Allied Universal Security Services \_\_\_\_\_ is a drug-free workplace and has a substance  
(Company Name)  
abuse policy equal to or more stringent than the drug-free workplace and substance abuse policy maintained  
by the BRAA.

Acknowledged by:

Universal Protection Service LLC d/b/a Allied Universal Security Services  
Firm Name

  
Signature

Andrew Daniels, Vice President

Name and Title (Print or Type)

12/11/2019

Date

# NON-COLLUSION AFFIDAVIT

STATE OF FL  
COUNTY OF Broward

Before me, the undersigned authority, personally appeared Universal Protection Service LLC d/b/a Allied Universal Security Services, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is Andrew Daniels of Universal Protection Service LLC d/b/a Allied Universal Security Services, the Proposer that has submitted a Proposal to perform work for the following:

RFP No.: 2019-BRAA-02 Title: Security Guard Services

- b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such solicitation.

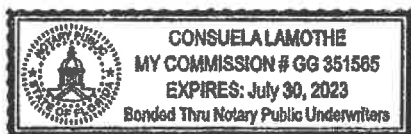
Such Proposal is genuine and is not a collusive or sham Proposal.

- c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposal, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the BRAA or any person interested in the proposed contract.
- d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this 9 day of December 2019, by Andrew Daniels, who is personally known to me or who has produced as identification.

SEAL



Notary Signature: Consuela Lamothe  
Notary Name: Consuela Lamothe  
Notary Public (State): Florida  
My Commission No: GG 351565  
Expires On: 7/30/2023

### TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

Name: Andrew Daniels

Title: Vice President

Date: 12/11/2019

Signature: 

## Appendix B: References

Company Name	Fort Lauderdale Executive Airport (FXE)
Address	6000 NW 21st Ave, Fort Lauderdale, FL 33309
Contact Name & Title	Carlton Harrison – Assistant Airport Manager
e-Mail Address	CHarrison@fortlauderdale.gov
Phone Numbers	478-714-2161
Dates of Service	2014 through Present
Scope of Services	Allied Universal provides airfield and airport security at Fort Lauderdale Executive Airport. Since March 2014 we have provided FXE with security services which engrain with airfield operations and transient services. We have delivered more than 45,000 hours of security services to support ongoing airfield operations, contractor personnel, business executives and employees of FXE.


Company Name	Memphis International Airport
Address	2491 Winchester Road, Suite 113 Memphis, TN 38116-3856
Contact Name & Title	Terry Blue, A.A.E.   Vice President of Operations
e-Mail Address	<a href="mailto:tblue@flymemphis.com">tblue@flymemphis.com</a>
Phone Numbers	901-922-8379
Dates of Service	2015 to present
Scope of Services	<p>Allied Universal provides access control services at various (nonpublic) vehicle and employee checkpoints. Access checkpoints are typically staffed by multiple security professionals with frequent supervisor inspection, assistance and relief. The employees conducting identification verification process must momentarily make physical contact with Airport identification and visually inspect it in order to ensure a positive photographic comparison. This is necessary to determine if the identification is expired or has been altered. Vehicle inspections are conducted in accordance with established criteria. In addition, guard services are provided for construction access points, perimeter security and escort services to and from construction locations.</p> <p>Services include, but are not limited to security vendor screening, employee screening, routine passenger assistance, access control to restricted areas, and security services in response to TSA Security Directives or emergencies.</p> <p>Roving security professionals conduct patrols of the property fences and gates to ensure that they are properly secured and have not been tampered with, investigate unusual or suspect conditions, and prevent trespass, theft, or damage to MEM property.</p> <p>The exit lane security professionals monitor and prevent unauthorized access of personnel into the sterile area through the exit lane.</p>

Company Name	John Wayne Airport
Address	18601 Airport Way, #41   Santa Ana, CA 92707
Contact Name & Title	Scott Hagan, Deputy Airport Director, Operations
e-Mail Address	<a href="mailto:SHagen@ocair.com">SHagen@ocair.com</a>
Phone Numbers	(949) 252-5241

Dates of Service	2011 through 2021
Scope of Services	<p>Allied Universal provides armed security guard services to enforce access control procedures, comply with Department of Homeland Security (DHS)/Transportation Security Authority (TSA) security directives, monitor activity, and assist airport tenants and authorized visitors at three (3) perimeter vehicle gates that provide access to the Air Operations Area (AOA) of the Airport.</p> <p>Two unarmed security professional posts for concession product security inspections and terminal C stairway/escalator control point monitoring.</p> <p>The exit lane security professionals monitor and prevent unauthorized access of personnel into the sterile area through the exit lane terminals A, B, and C.</p>

Company Name	Dallas Love Field
Address	8008 Herb Kelleher Way Suite LB 16, Dallas, TX 75235
Contact Name & Title	Courtly Parker, Airport Security Manager
e-Mail Address	<a href="mailto:Courtly.parker@dallascityhall.com">Courtly.parker@dallascityhall.com</a>
Phone Numbers	214-670-6158
Dates of Service	2015 to present
Scope of Services	At Love Field, Allied Universal security professionals secure the vehicle and pedestrian access gates, employee parking areas, exit lanes and conduct patrols inside the terminals as well as routine patrols of airport perimeter fence and random employee and vendor inspections. Allied Universal also provides additional security professionals to assist with special projects occurring at the Airport. These special projects include, but are not limited to: airfield construction, planned events and temporary posts to meet TSA guidelines or mandates.

Company Name	San Antonio International Airport
Address	9800 Airport Blvd, San Antonio, TX 78216
Contact Name & Title	Chris Cole, Airport Security Manager
e-Mail Address	<a href="mailto:Chris.cole@sanantonio.gov">Chris.cole@sanantonio.gov</a>
Phone Numbers	210-207-1674
Dates of Service	2014 to present
Scope of Services	<p>Allied Universal Access Control Security professionals and Supervisors monitor various access points to the secured areas, including but not limited to, Security Identification Display Area (SIDA), sterile areas, and other designated areas of SAT; conduct inspections; coordinate entry with Aviation Department and other agencies; and escort visitors within the secured area, SIDA, and sterile areas. Services include:</p> <ul style="list-style-type: none"> <li>• Access monitoring at Terminal A &amp; B exit lanes, allowing only authorized personnel entry. Exit Lane Services will be provided every day from the time the TSA ceases its checkpoint operations until the concourses are closed by the Aviation Department's Airport Security Supervisor. Closing of the concourses is done after the arrival of the last flight and varies daily between Terminals A and B.</li> <li>• Access monitoring at Terminal A entry lanes, maintaining proper passenger flow, provide directions, and perform other duties as necessary, operating from the time of checkpoint opening until the checkpoint closes.</li> </ul>

- 
- Inspection of vendor deliveries/merchandise at secured access points at the terminals.
  - Vehicle inspection services at Gate Post, allowing only authorized personnel entry. This post is manned 24 hours per day, every day.
  - Escorting services at the Federal Inspection Station.
  - Roving patrol of airport parking lot.

Allied Universal security professionals enforce the federal regulations concerning the prevention and detection of unauthorized access and the prevention of the introduction or carriage of any unauthorized weapon, explosive, incendiary, or other prohibited items into the secured area, SIDA, or sterile areas of SAT. In addition, consultant services will prohibit non-badged persons within secured area, SIDA, and sterile area unless escorted by a badged person with escort authority.

## Appendix C: Licenses & Sample COI

### Bond Renewal Summary

*C.A. Shea & Company, Inc.*

**Shea Bond #:** 160928001      **IRS/Importer #:** 56-051544700  
**Effective Date:** 10/15/2016      **Principal:** Universal Protection Service, LLC  
**Bond Amount:** \$100,000.00      **Bond Form:** Airport Security §Part 113 App A (Activity Code 11)  
**Customs Bond #:** 18C00141J      **Bond Type:** Continuous  
**Surety Bond #:** 800028958      **Surety Company:** Atlantic Specialty Insurance Company (128)  
**Obligee:** Bureau of Customs and Border Protection

The information below is based on the information our office has on file as well as the information Customs has on file for each entity listed on this bond. Please note the addresses listed are the mailing addresses on file.

#### Principals

IRS / Importer #	Shea Data	Customs Data
56-051544700	Universal Protection Service, LLC, 161 Washington Street Suite 600 Conshohocken, PA 19428	UNIVERSAL PROTECTION SERVICE LL 161 WASHINGTON ST STE 600 CONSHOHOCKEN, PA 194282083

#### Users

IRS / Importer #	Shea Data	Customs Data
56-051544701	Allied Universal Security Services 161 Washington Street Suite 600 Conshohocken, PA 19428	ALLIED UNIVERSAL SECURITY SERVIC 161 WASHINGTON ST STE 600 CONSHOHOCKEN, PA 194282083
56-051544702	Allied Universal 161 Washington Street Suite 600 Conshohocken, PA 19428	ALLIED UNIVERSAL 161 WASHINGTON ST STE 600 CONSHOHOCKEN, PA 194282083
56-051544703	AlliedBarton 161 Washington Street Suite 600 Conshohocken, PA 19428	ALLIEDBARTON 161 WASHINGTON ST STE 600 CONSHOHOCKEN, PA 194282083
56-051544704	AlliedBarton Security Services 161 Washington Street Suite 600 Conshohocken, PA 19428	ALLIEDBARTON SECURITY SERVICES 161 WASHINGTON ST STE 600 CONSHOHOCKEN, PA 194282083
56-051544705	Guardsmark (Puerto Rico) 161 Washington Street Suite 600 Conshohocken, PA 19428	GUARDSMARK (PUERTO RICO) 161 WASHINGTON ST STE 600 CONSHOHOCKEN, PA 194282083
56-051544706	Guardsmark 161 Washington Street Suite 600 Conshohocken, PA 19428	GUARDSMARK 161 WASHINGTON ST STE 600 CONSHOHOCKEN, PA 194282083
56-051544707	AUS Aviation 161 Washington Street Suite 600 Conshohocken, PA 19428	AUS AVIATION 161 WASHINGTON ST STE 600 CONSHOHOCKEN, PA 194282083

#### Claim Contact Information

In the event the surety receives notice of claim against the bond, we will utilize the below contact information for the principal(s).

Please be sure to review this information and advise if any of the information is incorrect so our office may determine the best method of correcting the information referenced on this summary.

(AG-57)

07/15/2019

## Bond Renewal Summary

*C.A. Shea & Company, Inc.*

<b>Shea Bond #:</b> 160928001	<b>IRS/Importer #:</b> 56-051544700
<b>Effective Date:</b> 10/15/2016	<b>Principal:</b> Universal Protection Service, LLC
<b>Bond Amount:</b> \$100,000.00	<b>Bond Form:</b> Airport Security §Part 113 App A (Activity Code 11)
<b>Customs Bond #:</b> 16C00141J	<b>Bond Type:</b> Continuous
<b>Surety Bond #:</b> 800028958	<b>Surety Company:</b> Atlantic Specialty Insurance Company (128)
	<b>Obligee:</b> Bureau of Customs and Border Protection

The information below is based on the information our office has on file as well as the information Customs has on file for each entity listed on this bond. Please note the addresses listed are the mailing addresses on file.

### Claim Contact Information

In the event the surety receives notice of claim against the bond, we will utilize the below contact information for the principal(s).

**56-051544700 - Universal Protection Service, LLC.**

**Name:** Mr. Jeffrey M Quinn

**Title:** Director of Risk Management

**Email:** jeff.quinn@aus.com

**Phone:** (484)351-1430

**Fax:** (484)351-1431

**Company:** Universal Protection Services, LLC

**Address:** 161 Washington Street

Suite 800

Conshohocken, PA 19428

Please be sure to review this information and advise if any of the information is incorrect so our office may determine the best method of correcting the information referenced on this summary.

## *State of Florida Department of State*

I certify from the records of this office that UNIVERSAL PROTECTION SERVICE, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on January 30, 2012.

The document number of this limited liability company is M12000000566.

I further certify that said limited liability company has paid all fees due this office through December 31, 2019, that its most recent annual report was filed on July 23, 2019, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the 6<sup>th</sup> day of December, 2019*



*Ronald R. De*  
**Secretary of State**

Tracking Number: 3386108398CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**CITY OF WEST PALM BEACH**  
**2019 to 2020 BUSINESS RECEIPT**

**NOT TRANSFERABLE**  
CITY OF WEST PALM BEACH  
P.O. BOX 1141 WEST PALM BEACH, FL 33402

0000047466  
ALLIED UNIVERSAL SECURITY SERVICES  
1845 PALM BEACH LAKES BLVD # 600

SECURITY SERVICE PROVIDER

BUS TAX ID	CATEGORY	DESCRIPTION	FEE
66760	561012	SECURITY GUARDS & PATROL SERVICE OFFICE	86.81

**EXPIRES  
SEPTEMBER 30,  
2020**

THIS DOCUMENT NOT VALID  
UNTIL FUNDS ARE COLLECTED

TOTAL 86.81  
\*\* PAID 86.81 \*\* BAL \*\* 0.00

**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**  
**NICOLE "NIKKI" FRIED**  
**COMMISSIONER**  
**DIVISION OF LICENSING**


07/25/19  
DATE ISSUED

07/31/22  
DATE OF EXPIRATION

BB1300009  
LICENSE NUMBER

**UNIVERSAL PROTECTION SERVICE, LLC (WEST PALM BEACH BRANCH)**  
**DBA ALLIED UNIVERSAL SECURITY SERVICES, LLC**  
1645 PALM BEACH LAKES  
SUITE 600  
WEST PALM BEACH, FL 33401

THE SECURITY AGENCY BRANCH OFFICE NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.



*Nicole Fried*  
**NICOLE "NIKKI" FRIED**  
**COMMISSIONER**



**ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***

1645 PALM BEACH LAKES BLVD  
WEST PALM BEACH, FL 33401

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
45-9053 MISC MERCHANDISE SALES	UNIVERSAL PROTECTION SERVICE LLC		819.578006 - 09/21/19	\$33.00	840148953

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA  
PALM BEACH COUNTY  
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201357600  
EXPIRES: SEPTEMBER 30, 2020**

B1 - 256  
ALLIED UNIVERSAL SECURITY SERVICES LLC  
UNIVERSAL PROTECTION SERVICE LLC  
181 WASHINGTON ST STE 600  
CONSHOCKEN, PA 19428

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

Dear Business Owner:

Your new local business tax receipt is on the reverse side. Verify this information and display it conspicuously at your place of business, open to the view of the public.

This receipt is in addition to and not in lieu of any license or receipt required by law or city ordinance and is subject to regulations of zoning, health and any other lawful authority (County Ordinance Number 17-17)

- Receipts may be transferred to a new owner when evidence of a sale is provided, the original receipt must be surrendered and a transfer fee is required.
- Receipts may be transferred to a new location when proof of zoning approval is provided, the original receipt must be surrendered and a transfer fee is required.
- A business name change requires a new Local Business Tax Receipt. Therefore a new LOCAL BUSINESS TAX APPLICATION, (PBCTC FORM #65), proof of business name change registration with the state and proper fees would be required.

This receipt expires on September 30, 2020. Renewal notices are sent at the end of June. If you do not receive a notice by the end of July, please contact our office.

I hope you have a successful year.

*Anne M. Gannon*

Constitutional Tax Collector, Serving Palm Beach County

ORIGIN DNDCA (484) 361-1422  
 ERIN GALLAGHER  
 ALLIED PROTECTION SECURITY SERVICES  
 801 WASHINGTON STREET  
 SUITE 600  
 CONSHOHOCKEN, PA 19028

SHIP DATE: 12SEP16  
 ACTWST: 05018  
 CND: 10165125WET4160  
 BILL SENDER

TO ANGELA RYMER

ALLIED UNIVERSAL PROTECTION SERVICE  
 1645 PALM BEACH LAKES BOULEVARD  
 SUITE 600

WEST PALM BEACH FL 33401

(591) 478-9983 REF: 112  
 INV#

08PT

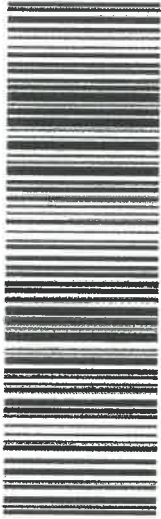
2-57040617-32



TRK# 7762 2843 3965  
 0261

FRI - 13 SEP 10:30A  
 PRIORITY OVERNIGHT

**XH P BIA** 33401  
 FL-US PBI





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
MARSH USA INC  
1717 Arch Street  
Philadelphia, PA 19103  
Attn: Philadelphia.certs@marsh.com / Fax: (215) 948-0360

CONTACT  
NAME  
PHONE (A/C, No, Ext)  
FAX (A/C, No)  
EMAIL  
ADDRESS

CN118023103-AUS-GAWU-19-20

INSURED  
Allied Universal Tapco, LLC  
(See Attached for Additional Named Insureds)  
161 Washington Street, Suite 600  
Conshohocken, PA 19428

INSURER(S) AFFORDING COVERAGE		NAC#
INSURER A : Lexington Insurance Company		19437
INSURER B : Greenwich Insurance Company		23222
INSURER C : XL Insurance America		21554
INSURER D : Indian Harbor Insurance Company		39940
INSURER E : XL Specialty Insurance Company		37885
INSURER F :		

### COVERAGES

CERTIFICATE NUMBER:

CLC-006301233-05

REVISION NUMBER: 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE LINE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		032695264	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Per occurrence) \$ 10,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY					MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> \$1,750,000					PERSONAL & ADV INJURY \$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMPROP AGG \$ 10,000,000
	OTHER:					
B	AUTOMOBILE LIABILITY		RAD9437818-03	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Per accident) \$ 3,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
D	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	RES9437994	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 10,000,000
	DED	RETENTION \$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		RWD3001203-03(AOS) RWR3001204-03(WI)	11/01/2019	11/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NJ)	Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of Insurance.

### CERTIFICATE HOLDER

Allied Universal Tapco, LLC  
Eight Tower Bridge  
161 Washington Street, Suite 600  
Conshohocken, PA 19428

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manashi Mukherjee

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: CNH18025105

LOC #: Philadelphia



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

First Named Insured:  
Allied Universal Topco, LLC

#### Additional Named Insureds:

AlliedBarton (NC) LLC  
AlliedBarton (NC) LLC, dba Allied Universal Security Services  
AlliedBarton Security Services LLC  
AlliedBarton Security Services LLC, dba Allied Universal Security Services  
AlliedBarton Security Services LP  
AlliedBarton Security Services LP, dba Allied Universal Security Services  
Allied Security Holdings LLC  
Allied Universal Holdco LLC  
Andrews International Government Services, Inc.  
Andrews International Government Services, Inc., dba Allied Universal Risk Advisory and Consulting Services  
Apollo Security International, Inc.  
C.A. D Enterprises, Inc.  
FIC Security Services, Inc.  
FIC Security Services, Inc., dba Allied Universal Security Services  
Guardsmen (Puerto Rico), LLC  
Guardsmen (Puerto Rico), LLC, dba Allied Universal Security Services, LLC  
Guardsmen (Puerto Rico), LLC, dba Universal Protection Service, LLC  
Intelligent Access Systems of North Carolina, LLC  
Intelligent Access Systems of North Carolina, LLC, dba Allied Universal Technology Services  
Intelligent Access Systems of North Carolina, LLC, dba Securadine Systems Mid-Atlantic  
Peoplemar, Inc.  
Peoplemar, LLC  
Securadine Systems Intermediate LLC  
Securadine Systems Intermediate LLC, dba Allied Universal Technology Services  
Securadine Systems Texas LLC  
Securadine Systems Texas LLC, dba Allied Universal Technology Services  
SFI Electronics, LLC  
SFI Electronics, LLC, dba Allied Universal Technology Services  
SFI Electronics, LLC, dba Allied Universal Security Systems  
SFI Electronics, LLC, dba Universal Protection Security Systems  
Spectaguard Acquisition LLC  
Staff Pro Inc.  
Staff Pro Inc., dba Allied Universal Event Services  
Surveillance Specialties, Ltd.  
Surveillance Specialties, Ltd., dba Allied Universal Technology Services  
Surveillance Specialties, Ltd., dba Securadine Systems Northeast  
Universal Building Maintenance, LLC  
Universal Building Maintenance, LLC, dba Allied Universal Janitorial Services  
Universal Protection Security Systems, LP  
Universal Protection Security Systems, LP, dba Allied Universal Technology Services  
Universal Protection Security Systems, LP, dba Allied Universal Security Systems  
Universal Protection Service of Canada Co.  
Universal Protection Service of Canada Co., dba Allied Universal Security Services of Canada Co.  
Universal Protection Service of Canada Corporation

ACORD 101 (2008/01)

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## Appendix D: Sample Equipment List

Vehicle (2020 Ford Explorer 4X4 w/Trailer Hitch)	1	Proposed
Vehicle (Back up)	1	Proposed
HeliAUS Service (Phone with Mobile Guard Tour) <b>HELIAUS</b> ® - It is not just a tour or incident management system, but a comprehensive workforce management solution with Artificial Intelligence (AI) technology at its core.	1	Proposed
Vehicle Radios (2way – aviation – IC-A110 VHF) with Adaptors/Chargers	1	Proposed
Radios (CP200 Handheld Portable) with Adaptors/Chargers	6	Proposed
Heavy Duty Lock Boxes	1	Proposed
First Aid Kit	1	Proposed
Tool Box	1	Proposed
Spill Kit (Absorbent for Fuel Fills)	1	Proposed
Broom & Shovel	1 each	
Flashlights (Rechargeable)	1	Proposed
Primary Cell Phones	1	Proposed
Tow Strap	1	
Tow Bar	1	
Caution Tape	1	
Rubber Boots	1	

The above equipment is currently used by Fort Lauderdale Executive Airport. Allied Universal will provide the same equipment to BRAA.

Examples of Success at Fort Lauderdale Executive Airport (FXE):

**#1** When the Executive Airport was restructuring employees/manpower we provided additional services that Operations would normally conduct. (Airfield inspections, escorts, construction access, locking of facilities, fielding customer service questions, etc.)

**#2** Emergency Contact Numbers – Names, Addresses, Locations, Hangar numbers, all color coded.

**#3** AED's – Locations and number of units in service.

**#4** Lights on Vehicle – Whelen overhead unit (amber) with LED strobes in grill and rear lights

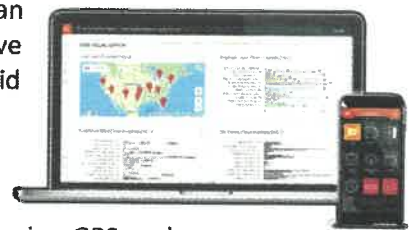
**#5** Logos – Allied Universal Security Services – Executive Airport Patrol - sides and rear.

**#6** We answer all calls for service (including calls that the airport refuses or lacks the ability to answer) and are always 24/7 in direct contact with the Air Traffic Control Tower. We have an exemplary reputation with the ATCT.

### Benefits to the BRAA

HELIAUS® has moved beyond responsive and reactive modes of risk aversion to an adaptable, preemptive, and solutions-based model of protection. Predictive analytics put the security professional in the right place at the right time to avoid incidents before they occur.

Our technology keeps your site information organized and accessible. It is reliable and scalable, with machine-learning doing the heavy lifting in terms of risk identification no matter how large or small your site. It is both efficient, leveraging GPS and customized site models to bring your post orders to life, and effective, delivering cost savings and peace of mind or many industry-leading organizations.





# Memo

To: Melvin Pollack, Chair and Board Members

From: William Urbanek, Operations Coordinator

Date: February 19, 2020

RE: **RFP 2019-BRAA-03 Information Technology Services Award**

---

## **AGENDA ITEM – IX - C**

The one-year contract for the Authority's Information Technology Services with Simplitfy, LLC expires on March 31, 2020. A Request for Proposals was released for Information Technology Services in December 2019 that received two responses.

Firms were rated on overall understanding of the needs of the Authority including the overall approach to meeting those needs, experience, qualifications, past performance, ability to meet the Scope of Services, and pricing. The rankings were as follows:

1. Simplitfy, LLC
2. EvolvTec

Airport Management recommends approval of Resolution No. 02-07-20 awarding a three-year contract for information technology services with two one-year options in the base amount of \$24,299.52 per year, with a one-time setup cost of \$1,425.00 to Simplitfy, LLC in accordance with the terms specified in their response to RFP 2019-BRAA-03 Information Technology Services.

**BOCA RATON AIRPORT AUTHORITY**

**RESOLUTION 02-07-20**

**A Resolution by the Boca Raton Airport Authority awarding a three-year contract to Simplitfy, LLC per terms specified in Request for Proposals 2019-BRAA-03 Information Technology Services**

**WHEREAS**, The Boca Raton Airport Act, Laws of Florida, provides that the Boca Raton Airport Authority (the "Authority") shall have jurisdiction over the operation, maintenance of, and improvements to the Boca Raton Airport;

**WHEREAS**, on December 15, 2019 Airport Management issued Request for Proposals No. 2019-BRAA-03 – Information Technology Services (the "RFP");

**WHEREAS**, on January 30, 2020, the Authority received two responses to the RFP;

**WHEREAS**, the Executive Director evaluated the respondent information technology companies based on the "Best Value" to the Authority;

**WHEREAS**, the Executive Director ranked the respondent information technology companies as follows:

1. Simplitfy, LLC
2. EvolvTec

**WHEREAS**, the Authority wishes to award the Contract for Information Technology Services (Exhibit A) to Simplitfy. LLC;

**NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 19<sup>th</sup> DAY OF FEBRUARY 2020, AS FOLLOWS:**

1. The foregoing recitals are hereby incorporated into this resolution as the legislative intent of the Authority.
2. The Authority hereby awards the contract for Information Technology Services to Simplitfy, LLC
3. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 02-07-20.
4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 02-07-20.

**ADOPTED** by the Boca Raton Airport Authority, this 19th day of February 2020.

**ATTEST:**

**BOCA RATON AIRPORT AUTHORITY:**

---

**James Nau**  
**Secretary & Treasurer**

---

**Melvin Pollack**  
**Chair**

## AGREEMENT

THIS AGREEMENT is made and entered into by and between the Boca Raton Airport Authority, a Florida independent special district ("BRAA"), whose address is 903 NW 35<sup>th</sup> Street, Boca Raton, Florida 33431, and Simplitfy, LLC, a Florida limited liability corporation (hereafter referred to as "Contractor"), whose local address is 631 Lucerne Avenue, Suite 100, Lake Worth, FL 33460.

WHEREAS, the BRAA issued Request for Proposal RFP No.:2019-BRAA-03, soliciting proposals for the provision of Information Technology Services at the Boca Raton Airport; and

WHEREAS, Contractor submitted a Proposal on or about January 30, 2020, that was determined to be responsive and responsible; and

WHEREAS, BRAA ranks Contractor's Proposal as the highest ranked proposal, after an evaluation of the proposals and interviews with the responding parties; and

WHEREAS, the BRAA desires to retain the services of the Contractor to provide the goods and services in accordance with the BRAA's Request for Proposal No.2019-BRAA-03, and the Contractor's response thereto.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the BRAA agree as follows:

### ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSALS

The terms and conditions of this Agreement shall include and incorporate as though fully set forth herein each and every term, condition, and specification set forth in the BRAA's Request for Proposal No. 2019-BRAA-03, and the Contractor's response thereto, including all documentation required thereunder.

### ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services in compliance with the Scope of Services and Technical Specifications, attached hereto as **Composite Exhibit A**, and as further identified in BRAA's Request for Proposal No. 2019-BRAA-03, which are incorporated herein by reference as though fully set forth herein.

### ARTICLE 3. COMPENSATION

The BRAA shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein as **Exhibit B**, according to the terms and specifications described in Request for Proposal No. 2019-BRAA-03. The prices provided in **Exhibit B** shall remain in effect during the term of the Agreement, with no escalation or increase unless agreed to in writing by the parties.

### ARTICLE 4. AGREEMENT TERM

This Agreement is in full force and effect upon full execution by the BRAA. The term of the Agreement shall be from the 1st day of April, 2020 through the 31<sup>st</sup> day of March, 2023, unless terminated earlier by the BRAA, with two, one-year options to renew.

## ARTICLE 5. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the BRAA and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the BRAA or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the BRAA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the BRAA or its officers, employees, agents, and instrumentalities as herein provided.

Nothing in this agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the BRAA as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require the Contractor to indemnify the BRAA for BRAA's own negligence, or intentional acts of the BRAA, its agents or employees, when such agents or employees are acting within the course and scope of their agency or employment, as applicable. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

## ARTICLE 6. PUBLIC RECORDS

Contractor shall comply with Florida public records laws, specifically to:

- i. Keep and maintain public records required by the BRAA to perform the service.
- ii. Upon request from the BRAA's custodian of public records, provide the BRAA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the BRAA.
- iv. Upon completion of the Contract, transfer, at no cost, to the BRAA all public records in possession of the Contractor or keep and maintain public records required by the BRAA to perform the service. If the Contractor transfers all public records to the BRAA upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BRAA, upon request from the BRAA's custodian of public records, in a format that is compatible with the information technology systems of the BRAA.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE BOCA RATON AIRPORT AUTHORITY, 903 NW 35<sup>TH</sup> STREET, BOCA**

**RATON, FL 33431. THE CUSTODIAN OF PUBLIC RECORDS MAY BE CONTACTED BY PHONE AT 561-391-2202 OR VIA EMAIL AT [AIRPORTAUTHORITY@BOCAAIRPORT.COM](mailto:AIRPORTAUTHORITY@BOCAAIRPORT.COM).**

**ARTICLE 7. MISCELLANEOUS PROVISIONS**

- a) Notice. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be via hand delivery, e-mail of not more than 50 megabytes (50 MB) in size including attachments, or certified U.S. Mail, (postage prepaid), return receipt requested, or other mail delivery service, such as UPS or Federal Express, to the following addresses:

As to the BRAA:

Boca Raton Airport Authority  
903 NW 35<sup>th</sup> Street,  
Boca Raton, Florida 33431

Attn: Executive Director  
Email: [clara@bocaairport.com](mailto:clara@bocaairport.com)

As to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn.: \_\_\_\_\_

Email: \_\_\_\_\_

- b) Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- c) Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.
- d) Assignment. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.
- e) Counterparts and Transmission. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.
- f) Severability. If any part of this Agreement shall be declared unlawful or invalid, the remainder of the Agreement will continue to be binding upon the parties.

g) Incorporation by Reference. The documents listed below are a part of this Agreement and are hereby incorporated by reference, as though fully set forth herein. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

1. Terms and conditions as contained in this Agreement.
2. Terms and conditions contained in RFP No. 2019-BRAA-03, and specifically including, without limitation, the General Terms and Conditions (Section 2) and the Special Terms and Conditions (Section 3), which are collectively attached hereto as **Exhibit C** for ease of reference.
3. Contractor's response to RFP No. 2019-BRAA-03 and any subsequent information submitted by Contractor during the evaluation and negotiation process.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

BOCA RATON AIRPORT AUTHORITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form and Legal Sufficiency

By: \_\_\_\_\_

Name: \_\_\_\_\_

## COMPOSITE EXHIBIT A

### Scope of Services and Technical Specifications

#### Scope of Services

#### PART A - PURPOSE AND GENERAL INFORMATION

##### 4.1 PURPOSE

The intent of this contract is to provide any and all Information Technology services needed by the BRAA, including the management of all Information Technology services, technical support, maintenance, remote monitoring, back up and disaster recovery, and new equipment set up. A more detailed list of requirements are listed in Exhibit B TECHNICAL SPECIFICATIONS.

##### 4.2 SCOPE OF WORK TO BE PERFORMED

See Exhibit B TECHNICAL SPECIFICATIONS

##### 4.3 STANDARDS TO BE FOLLOWED

See Exhibit B TECHNICAL SPECIFICATIONS

##### 4.4 REPORTS TO BE ISSUED

See Exhibit B TECHNICAL SPECIFICATIONS

##### 4.5 SPECIAL CONSIDERATIONS

See Exhibit B TECHNICAL SPECIFICATIONS

##### 4.7 ADDITIONAL SERVICES

See Exhibit B TECHNICAL SPECIFICATIONS

#### PART B - DESCRIPTION OF THE BRAA

##### 4.8 BACKGROUND

The Boca Raton Airport (BCT) is publicly-owned by the State of Florida and is designated as a general aviation transport facility, serving the corporate, recreational, and flight training needs of the region. It is located on 220 acres in Boca Raton adjacent to I-95, between Spanish River Boulevard and Glades Road. The Airport's single runway 5-23 is 6,276 feet long and 150 feet wide.

Boca Raton Airport is home to more than 50 aviation and non-aviation businesses and approximately 227 based aircraft. According to the State of Florida, the Airport contributes an estimated \$201 million in annual economic impact to the local economy, an employment base of 3,055, total labor income of over \$135 million, and total output of \$434 million.

##### 4.9 FEDERAL AND STATE FINANCIAL ASSISTANCE

N/A

## Technical Specifications

The Information Technology Services management shall provide any and all services needed by the BRAA, including the management of all Information Technology services, technical support, maintenance, remote monitoring, back up and disaster recovery, and new equipment set up. In addition to the foregoing, it is anticipated that the following additional services will be needed:


- 1) Phone Technical Support as needed including 8 a.m. - 5 p.m. Help Desk Monday – Friday. Service tickets should be an average of 45 minutes to respond to a user’s problem. The time for problem resolution should take an average of an hour and a half from the time of reporting.
- 2) On-Site Technical Support as needed. If a phone support call cannot solve an issue, escalation to on-site technical support will occur within eight (8) hours (excluding weekends).
- 3) Remote network and server system maintenance/checks after hours no less than once per month and provide documentation of findings.
- 4) Remote workstation maintenance/checks after hours no less than once per month and provide documentation of findings.
- 5) Remote network stress testing and performance checks after hours no less than once per month and provide documentation of findings.
- 6) Remote monitoring of critical network issues and the Network Agent is ongoing.
- 7) Maintenance and Upgrade management of the following equipment, and more as described later:
  - Network switches
  - Internet Providers Router/Modem
  - Sophos Endpoint Network Agent
  - Sophos Firewall maintenance, manage upgrades, and subscriptions
  - Quality Security Agent, for Spam and Anti-Virus.
- 8) Document Software, Hardware, and network changes.
- 9) Asset Inventory reporting.
- 10) System Audits.
- 11) Periodic Business Reviews.
- 12) Electronic Monthly Management Reports documenting any failures of network, workstations and server errors, security agent scans performed, and viruses found if any. Any intrusions/collisions on network devices, disk space usage, and fragmentation checks should also be noted as well.

### ***Workstation and Server Systems***

- 1) Monitor essential services are running on an ongoing basis.
- 2) Maintain and monitor security and other patch levels on a daily basis.
- 3) Monitor hard drive free space on a daily basis.
- 4) Alert BRAA to dangerous drive conditions that may result in critical failure or loss of data.

- 5) Monitor event logs on servers and identify any potential issues.
- 6) Scheduled after hours server and workstation maintenance.
- 7) Recommend and install software updates.
- 8) Active directory moves/adds/changes.
- 9) Respond to server failures/malfunctions immediately; if error cannot be solved remotely locally escalate ticket to site visit. Coordinate with warranty provider.

### ***Networks***

- 1) Monitor internet connectivity and speed, firewalls and routers on an ongoing basis.
- 2) Performance monitoring and capacity planning on an ongoing basis.
- 3) Maintain office connectivity to the internet on an ongoing basis, coordinate with internet service provider (ISP).
- 4) Check router logs for issues.
- 5) Basic manufacturer's updates to network devices
- 6) Maintain/assist with manufacturer's subscription programs.
- 7) Monitor/configure Wi-Fi devices.
-  8) Make necessary changes to network devices when/if Internet Service Provider (ISP) is changed.
- 9) Make any necessary network configuration changes for IP Phones
- 10) Maintain and monitor office wireless network and devices
- 11) Respond to network failures/malfunctions immediately; if error cannot be resolved remotely, locally escalate ticket to site visit.

### ***Applications***

- 1) Ensure Outlook and MS Office are functioning properly.
- 2) Basic Application updates (not full version upgrades).
- 3) Assist with the installation of server or workstation software.
- 4) Disk space management on an ongoing basis.
- 5) DFS replication management.
- 6) Exchange server online troubleshooting.
- 7) Assist with upgrades to the Peachtree/Sage accounting software.

### ***End User Support***

- 1) Application support for Outlook and MS Office.
- 2) Printer and other workstation connected device support.
- 3) Copier/Scanner support.
- 4) Mobile device support for e-mail and other active sync issues.

- 5) Phone and email technical support as needed Monday – Friday 8am - 5 pm.

### ***Backup and Disaster Recovery***

- 1) Setup Office 365/Microsoft backup for workstations and provide support.
- 2) Recommend cloud backup solution for server and create backup schedule for server.
- 3) Review backups and monitor backup success on a daily basis.
- 4) Troubleshoot failed backups.
- 5) Backup restores and tests (quarterly).
- 6) Temporary Server Install and Server rebuild.
- 7) Workstation recoveries and rebuild.
- 8) Onsite BDR server for “hot swap” due to critical server failure.

### ***Security***

- 1) Maintain Sophos firewall and assist with subscriptions.
- 2) Confirm antivirus definitions updates have occurred on an ongoing basis.
- 3) Create network drives, directories, shares and security groups.
- 4) Create permissions and file system management.
- 5) Manage active directory policies.
- 6) Setup and change security for users and applications.
- 7) Check firewall logs monthly.

### ***New Equipment/Service Setup***

- 1) Install and configure new printers, local and network.
- 2) New PC data migration from old workstation to new workstation support (after purchase). Integrate new device with our network and configure security agent and security parameters on server. Support for system rebuilds due to User error/ destructive download issues/installations as needed. Assist in transferring old workstation data to new workstation. Configure new workstation to network and configure security agent and security parameters on server.
- 3) Future high-level project integration with BRAA systems (as needed) including GIS systems, cloud based inspection software for airfield reporting, server installs, etc.

\*List is a general overview of respondent duties, not a full-scope of all responsibilities; other requirements may be necessary.

**EXHIBIT B**  
**Pricing Schedule**

<b>Service Type</b>	<b>Hourly Rate</b>	<b>Monthly Rate</b>
Standard Service Rate	<b>N/A</b>	\$65 per user, \$150 per server plus tools needed to perform all IT Managed Services. The agreement includes unlimited support. Tools include antivirus for PCs and Servers, ransomware protection, backup and disaster recovery, business continuity, Endpoint Detection and Response, Firewall Licenses, Network Monitoring, Hard Disk Encryption. It allows to add as many machines you need per user and it includes the hardware needed for the BDR (Backup and Disaster Recovery). Please see <b>Quote 1697</b> for Details. There is no setup fee due to current already established service with BRAA. <b>Total: \$1715.96 Per month.</b>
<b>As Needed</b>		
Emergency After-Hour Support	\$95 per Hour. This will be used and when applied, it will have to be approved prior by the BRAA.	<b>N/A</b>
Outside Normal Scope of Services Rate	\$95 per Hour. This will apply for projects. Projects must be approved beforehand by the BRAA.	<b>N/A</b>

Qty	Manufacturer Part Number	Long Description	Unit Price	Unit Extended Price
9	Simplifly User Care	Simplifly User Care - Unlimited Remote Support on a per user basis	\$ 65.00	\$ 585.00
14	Simplifly Desktop Care	Simplifly Desktop Care- - Hardware & Software Audits -Performance & Preventive Maintenance Reports -LogMeln Pro Remote Control -LogMeln Pro Remote Control (End-client Access) -Antivirus Management -Web-based Management Portal - Desktop Performance Monitoring -Administrative Scripting -Policy Management -Client Communicator with Self Help Center	\$ -	\$ -
3	Simplifly Server Care	Simplifly Server Care - Hardware & software audits - LogMeln Pro -Ticket-based workflow -Ticket escalation with steps to resolution - Patch whitelisting service - Multi-vendor antivirus management -Remote restart of services by NOC - Full remote problem resolution by NOC -Patch deployment by NOC - Proactive or on-demand server restart -Global policy troubleshooting -System performance analysis & troubleshooting -MS Service Pack installation	\$ 150.00	\$ 450.00
3	Sophos Central Server Advanced with EDR	Sophos Central Server Advanced with EDR	\$ 15.00	\$ 45.00
9	Sophos Central Endpoint InterceptX with EDR	Sophos Central Endpoint InterceptX with EDR	\$ 7.00	\$ 63.00
9	Sophos Central Device Encryption	Sophos Central Device Encryption	\$ 2.00	\$ 18.00

2	Simplifly Replibit BDR per Agent Service	Simplifly Replibit BDR per Agent Service - Fully Managed 24/7 365 Support Team - Onsite/Offsite Virtualization - 2 TB	\$ 200.00	\$ 400.00
1	HAAS Server	Simplifly Hardware as a Service for Backup Disaster Recovery IU Rackmount Server E3 Server, 1120gb SSD with 3 2TB Hard Drives, 24 GB Ram	\$ -	\$ -
1	Sophos XG 115 EnterpriseGuard	Sophos XG 115 EnterpriseGuard	\$ 24.98	\$ 24.98
1	Sophos XG 125 Enterprise Guard	Sophos XG 115 Enterprise Guard	\$ 29.98	\$ 29.98
2	Simplifly Network Monitoring	Network Mapping, Automated Inventory, Network Documentation, IP Address Management, Map Export -Network Monitoring: Alerts & Monitoring, Service Monitoring, Context-Aware Data, Rich Statistics, Live and Historic Data - Troubleshooting: Network Evidence, Debug Data, Configuration Management, Configuration Restore, Configuration Analysis - Remote Management	\$ 50.00	\$ 100.00
		Monthly Total		<b>\$1,715.96</b>

Qty	Manufacturer Part Number	Long Description	Unit Price	Unit Extended Price
Services (Hours)				
15	Professional Services - Not to Exceed	Professional Services - Not to Exceed	\$ 95.00	\$1,425.00
		Total for Professional Services (One Time)		\$ 1,425.00
Managed Services				
19	Barracuda Essentials Complete (Based on Mailboxes at Office 365)	Barracuda Essentials Complete - * Advanced Threat Detection * Third-party archive for compliance and eDiscovery * Backup and recovery for Office 365 (Exchange Online and OneDrive) * Cloud-based central management	\$ 6.00	\$ 114.00
1	Simplifly Dark Web ID (Dark Web Monitoring)	Simplifly Dark Web ID - - Domain Monitoring (maximum of 250 employee emails per domain), 10 personal emails per domain and unlimited monthly searches	\$ 45.00	\$ 45.00
1	Simplifly BullPhish ID (Employee Training)	Simplifly BullPhish ID - - Phishing & Security Awareness Training for Monitored Domain (maximum of 250 employee emails per domain)	\$ 45.00	\$ 45.00
4	Datto Cloud Continuity for PC (Cloud PC Continuity)	Datto Cloud Continuity for PC - Cloud Backup and BDR for PCs	\$ 15.00	\$ 60.00
9	Sophos Central Mobile Advanced (Mobile Device Management for Laptops and Pcs	Sophos Central Mobile Advanced	\$ 5.00	\$ 45.00
		Monthly Total:		\$ 309.00

## Exhibit C

### General and Special Conditions

## SECTION 2

### GENERAL TERMS AND CONDITIONS

#### 2.1 DEFINITIONS

- a. Proposal: Any offer(s) submitted in response to this Request for Proposal.
- b. Proposer: Person or firm submitting a response to this Request for Proposal.
- c. Solicitation or Request for Proposal: This solicitation documentation, including any and all addenda.
- d. Proposal Submittal forms: Forms that describe the goods or services to be purchased, and must be completed and submitted with the Proposal.
- e. BRAA or Authority: The Boca Raton Airport Authority.
- f. Contract or Agreement: Request for Proposal, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the BRAA and the Proposer.
- g. Contractor: Selected Proposer that is awarded a contract to provide the goods or services to the BRAA.
- h. Responsible Proposer: Proposer that has the capability in all respects to fully perform the contract requirements, as stated in the Request for Proposals, and the integrity and reliability that will assure good-faith performance.
- i. Responsive Proposer: Proposer whose Proposal conforms in all material respects to the terms and conditions included in the Request for Proposals.
- j. Qualifications Evaluation Committee or "QEC": A committee appointed by the Executive Director and composed of at least three members, including but not limited to the Executive Director or the Executive Director's designee, and two Appointed QEC Members.

#### 2.2 CONE OF SILENCE

Pursuant to Section 16 of the Procurement Code of the BRAA, and subject to the exceptions described therein, any verbal or written communication between a Proposer or its representatives, employees or agents and the BRAA or any of its members, or the Executive Director or any of Executive Director's staff, consultants or agents regarding a solicitation is under a "cone of silence" and, with the exception of the communication expressly allowed under this RFP or under Section 16 of the Procurement Code, is strictly prohibited from the date of advertisement of the solicitation through the award of a contract or the final ranking of Proposers, whichever occurs first.

#### 2.3 ADDENDUM

The Executive Director may issue an addendum in response to any inquiry received, prior to the due date for Proposals, which changes, adds, or clarifies the terms, provisions, or requirements of the solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the solicitation document or in the addenda issued. Where there appears to be a conflict between the solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. The Proposer is required to submit with its Proposal a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

#### 2.4 LEGAL REQUIREMENTS

This solicitation is subject to all legal requirements contained in the BRAA enabling act (House Bill No. 1675), the applicable BRAA by-laws, resolutions, rules and regulations, standard operating policies, and insurance standards as well as all applicable State, and Federal statutes. Where conflict exists between this solicitation and these legal requirements, the legal authority shall apply in the following order: Federal, State, and local.

#### 2.5 CHANGE OF PROPOSAL

Prior to the scheduled due date for Proposals, a Proposer may change its Proposal by submitting a new Proposal (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new Proposal replaces the original Proposal. The new submittal shall contain the letter and all information as required for submitting the original Proposal. No changes to a Proposal will be accepted after Proposals have been opened.

#### 2.6 WITHDRAWAL OF PROPOSAL

A Proposal shall be irrevocable unless the Proposal is withdrawn as provided herein. A Proposal may be withdrawn by submitting a written letter to the Executive Director prior to the due date for Proposals or ninety (90) days after the Proposal has been opened and prior to award. The effective date of the withdrawal shall be the date the Executive Director's receives the letter. The withdrawal letter must be

on company letterhead and signed by an authorized agent of the Proposer.

## 2.7 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Scope of Services, and/or Description of Items, the Proposal Submittal forms, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Submittal forms, the Scope of Services and/or Description of Items, the Special Conditions, and then the General Terms and Conditions.

## 2.8 PROMPT PAYMENT TERMS

It is the policy of the BRAA that payment for all purchases by BRAA shall be made in a timely manner. The BRAA will pay the selected Proposer upon receipt and acceptance of the goods or services by a duly authorized representative of the BRAA. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the BRAA shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Executive Director or designee, not later than sixty (60) days after the date on which the proper invoice was received by the BRAA.

## 2.9 DISCOUNTS (PROMPT PAYMENTS)

The Proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the selected Proposer during the evaluation period. Proposers are requested to provide prompt payment terms in the space provided on the Proposal submittal forms signature page of the solicitation.

## 2.10 PREPARATION OF PROPOSALS

- a. The Proposal submittal forms define requirements of the services to be performed or the items to be purchased, and must be completed and submitted with the Proposal. Use of any other forms will result in the rejection of the Proposal. The Proposal submittal forms must be legible. Proposers shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Proposal to be rejected.
- b. An authorized agent of the Proposer's firm must sign the Proposal submittal forms where indicated. Failure to sign the Signature Page of the Proposal shall render the Proposal non-responsive.
- c. The Proposer must identify any exceptions it takes to the terms and conditions of the solicitation and contract. Exceptions will not automatically result in the Proposer being deemed non-responsive; however, such a determination is at the discretion of the BRAA. Proposers are cautioned that they may be considered

non-responsive if Proposals are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.

- d. The Proposer may submit alternate Proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".
- e. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- f. Late Proposals will not be accepted and will be returned to the sender unopened. It is the Proposer's responsibility to ensure timely delivery by the due date and time, and at the place stated in this solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

## 2.11 CANCELLATION OF SOLICITATION

The BRAA reserves the right to cancel, in whole or in part, any Requests for Proposals when it is determined, in the Executive Director's sole discretion, to be in the best interest of the BRAA.

## 2.12 PRE-AWARD INSPECTION

The BRAA may conduct a pre-award inspection of the Proposer's premises or hold a pre-award qualification hearing to determine if the Proposer is capable of performing the requirements of this solicitation.

## 2.13 AWARD OF CONTRACT

- a. This contract may be awarded to the responsive and responsible Proposer meeting all requirements as set forth in the solicitation. The BRAA reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The BRAA shall be the sole judge of its best interest.
- b. The BRAA reserves the right to reject any and all Proposals if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the BRAA's best interest to do so.
- c. The Proposer's prior performance as a prime contractor or subcontractor on previous BRAA contracts shall be taken into account in evaluating the Proposal received for this solicitation.
- d. The BRAA will provide a copy of the ranking and scores to all Proposers responding to this solicitation.
- e. Award of this Proposal may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- f. The BRAA reserves the right to request and evaluate additional information from any Proposer after the due date for Proposals, as the BRAA deems necessary.

#### 2.14 CONTRACT EXTENSION

The BRAA reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide BRAA with continual service and supplies while a new agreement is being solicited, evaluated, and/or successful. The Executive Director shall determine whether to extend the agreement, and shall exercise the right to automatically extend the agreement by written notice to the Proposer.

#### 2.15 WARRANTY

All warranties express and implied shall be made available to the BRAA for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the selected Proposer against factory defects and workmanship. At no expense to the BRAA, the selected Proposer shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

#### 2.16 STANDARD OF CARE

The Proposer acknowledges that BRAA has accepted and relied upon Proposer's representations regarding Proposer's skill and expertise in the Proposer's industry. Therefore, Proposer represents that its services will be performed in a manner consistent with the highest standard of care, diligence, and skill exercised by nationally recognized firms for similar services. Proposer acknowledges that this representation is a material inducement to BRAA in awarding the contract and deviation from the standard of care referenced herein shall be a material breach of the Contract, compensable as provided herein, and as provided in the RFP documents and the Contract.

#### 2.17 NON-EXCLUSIVITY

It is the intent of the BRAA to enter into an agreement with the selected Proposer that will satisfy its needs as described herein. However, the BRAA reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

#### 2.18 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the BRAA and the selected Proposer, continue until completion at the same prices, terms, and conditions.

#### 2.19 PROTEST

In accordance with Sections 9 to 15 of the BRAA Procurement Code, if a Proposer intends to protest a solicitation or proposed award of a contract, the following shall apply:

- a. The written protest must be received no later than seven (7) calendar days after such actual or prospective Proposer knew or should have known the facts giving rise to the protest. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Proposer of all rights of protest under this procedure.
- b. The Executive Director's consideration of a timely written protest shall not necessarily stay the award process, as may be in the best interest of the BRAA.
- c. The Executive Director shall have the authority to settle and resolve the protest if such a settlement or resolution is practicable in the Executive Director's opinion. If the protest is not resolved by mutual agreement, the Executive Director shall promptly issue a decision in writing, after consulting with the Airport Legal Counsel. The decision shall state the reasons for the action taken and inform the protestant of his or her right to Administrative review and of the appeal security requirements. A copy of this decision shall be mailed or otherwise furnished to the protestant.
- d. The proposal shall have the right to appeal the decision of the Executive Director in accordance with the protest and appeals procedures as set forth in Section 13 of the BRAA Procurement Code.

#### 2.20 LAWS AND REGULATIONS

The selected Proposer shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation. The Proposer shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

#### 2.21 LICENSES, PERMITS AND FEES

The selected Proposer shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the BRAA or a selected Proposer for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the selected Proposer.

#### 2.22 SUBCONTRACTING

Unless otherwise specified in this solicitation, the selected Proposer shall not subcontract any portion of the work without the prior written consent of the BRAA. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the BRAA shall constitute a material breach of the agreement and may result in termination of the contract for default.

#### 2.23 ASSIGNMENT

The selected Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract

to any person, company, or corporation without the prior written consent of the BRAA. Assignment without the prior consent of the BRAA may result in termination of the contract for default.

#### 2.24 SUBSTITUTION OF PERSONNEL

It is the intention of the BRAA that the selected Proposer's personnel proposed for the contract shall be available for the initial contract term. In the event the selected Proposer wishes to substitute personnel, the selected Proposer shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the BRAA's approval. In the event the substitute personnel are not satisfactory to the BRAA, and the matter cannot be resolved to the satisfaction of the BRAA, the BRAA reserves the right to cancel the contract for cause.

#### 2.25 LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the selected Proposer.

#### 2.26 PROPOSER'S COSTS

The BRAA shall not be liable for any costs incurred by Proposers in responding to this Request for Proposals.

#### 2.27 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the selected Proposer shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the BRAA or any of its departments. The selected Proposer shall provide physically competent employee(s) capable of performing the work as required. The BRAA may require the selected Proposer to remove any employee it deems unacceptable. All employees of the selected Proposer shall wear proper identification.

It is the selected Proposer's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The BRAA shall have no responsibility to check or verify the legal immigration status of any employee of the selected Proposer.

#### 2.28 INDEMNIFICATION

The selected Proposer shall indemnify and hold harmless the BRAA and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the BRAA or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the selected Proposer or its employees, agents, servants, partners, principals, or subcontractors. The selected Proposer shall pay all claims and losses in

connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the BRAA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The selected Proposer expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the selected Proposer shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the BRAA or its officers, employees, agents, and instrumentalities as herein provided.

Nothing in this agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the BRAA as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require selected Proposer to indemnify the BRAA for its own negligence, or intentional acts of the BRAA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

#### 2.29 COLLUSION

A Proposer recommended for award as the result of a competitive solicitation for any BRAA purchase of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the BRAA stating either that the contractor is not related to any of the other parties proposing in the competitive solicitation or identifying all related parties; and attesting that the Proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer. In the event a recommended Proposer identifies related parties in the competitive solicitation, its Proposal shall be presumed to be collusive and the recommended Proposer shall be ineligible for award unless that presumption is rebutted to the satisfaction of the BRAA. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

#### 2.30 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

## 2.31 PURCHASE OF OTHER ITEMS

The BRAA reserves the right to purchase other related goods or services, not listed in the solicitation, during the contract term. When such requirements are identified, the BRAA may request a price quote from the selected Proposer on the contract. The BRAA, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the selected Proposer, another contract Proposer, or a non-contract Proposer.

## 2.32 TERMINATION:

- a. **Availability of funds:** If the term of this contract extends beyond a single fiscal year of the BRAA, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the BRAA. The Board shall be the final authority as to availability of funds and how such funds are to be allotted and expended. In the events funds for the project/purchase are not made available or otherwise allocated, the BRAA may terminate this contract upon thirty (30) days prior notice to the selected Proposer.
- b. **For convenience:** The BRAA, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Request for Proposals (RFP) with or without cause immediately upon providing written notice to the selected Proposer. Upon receipt of such notice, the selected Proposer shall not incur any additional costs under the contract. The BRAA shall be liable only for reasonable costs incurred by the selected Proposer prior to the date of the notice of termination. The BRAA shall be the sole judge of "reasonable costs."
- c. **For default:** The BRAA reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the selected Proposer fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the selected Proposer must cure any such failure to perform or default. If the selected Proposer fails to cure the default within the time specified, the BRAA may then terminate the subject contract by providing written notice to the selected Proposer. The BRAA further reserves the right to suspend or debar the selected Proposer in accordance with the appropriate BRAA ordinances, resolutions, and/or policies. The vendor will be notified by letter of the BRAA's intent to terminate. In the event of termination for default, the BRAA may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Proposer.

## 2.33 ACCESS AND AUDIT OF RECORDS

The BRAA reserves the right to require the selected Proposer to submit to an audit by an auditor of the BRAA's choosing at the selected Proposer's expense. The selected Proposer

shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours. The selected Proposer shall retain all records pertaining to this contract, and upon request, make them available to the BRAA for three (3) years following expiration of the contract. The selected Proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the BRAA to ensure compliance with applicable accounting and financial standards.

## 2.34 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Federal Aviation Administration (FAA), the Department of Transportation (DOT), the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

## 2.35 BINDING EFFECT

All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

## 2.36 SEVERABILITY

In the event any term or provision of any contract or agreement entered into pursuant to this Solicitation is found by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall continue to be effective and shall be interpreted and given meaning to the greatest possible extent in the absence of any severed terms or provisions.

## 2.37 GOVERNING LAW AND VENUE

This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

## 2.38 ATTORNEY'S FEES

It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

### 2.39 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The BRAA complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.

During the performance of this contract, the selected Proposer agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The selected Proposer shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida and the federal government.

The selected Proposer further acknowledges and agrees to provide the BRAA with all information and documentation that may be requested by the BRAA from time to time regarding the solicitation, selection, treatment, and payment of subcontractors, suppliers, and Proposers in connection with this contract.

### 2.40 MINIMUM WAGE REQUIREMENTS

The selected Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.

### 2.41 PUBLIC RECORDS

Florida law provides that agency records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Proposal opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his/her/its Proposal is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Proposer must, in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Proposal number clearly marked on the outside. The BRAA will not accept Proposals when the entire Proposal is labeled as exempt from disclosure. The BRAA's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold

harmless the BRAA and the BRAA's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the BRAA's treatment of records as public records.

The selected Proposer(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this solicitation.

### 2.42 CONFLICTS OF INTEREST

All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the BRAA. Further, all Proposers must disclose the name of any BRAA employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Proposers' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Proposer from this solicitation and may be grounds for further disqualification from participating in any future solicitations with the BRAA.

### 2.43 PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted Proposers list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be successful or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

### 2.44 TAXES

The BRAA is exempt from payment of Florida state sales and use taxes. The selected Proposer shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the BRAA, nor is the selected Proposer authorized to use the BRAA's tax exemption number in securing such materials.

### 2.45 FORCE MAJEURE

The BRAA and the selected Proposer are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances that are not reasonably foreseeable and that beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the BRAA may at its sole discretion excuse performance for a longer term. Inability to obtain or delay in obtaining all necessary government approvals, permits, or licenses, and/or economic hardship of the selected Proposer shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

#### 2.46 NOTICES

Notices shall be effective when received via certified U.S. Mail, hand delivery, or other mail delivery service, such as UPS or Federal Express, at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Email transmissions of less than fifty megabytes (50 MB) in size are acceptable notice when emailed to the email address set forth herein and are effective when received; however, email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party. Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the selected Proposer and the BRAA.

#### 2.47 OWNERSHIP OF WORK PRODUCT

The BRAA shall have ownership rights, including without limitation copyrights and patents, to all work products developed for the BRAA by the selected Proposer.

#### 2.48 FEDERAL GRANT ASSURANCES

The Selected Proposer understands that BRAA conducts operations at the Airport in conformance with its Grant Assurances to the Federal Aviation Authority ("FAA"), and agrees to perform all services and provide all goods in compliance with those Grant Assurances. The parties agree that all terms and conditions of this Agreement shall be interpreted in conformance with the Grant Assurances including without limitation the following:

#### A. Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or

the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**B. Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on June 19, 2018 Page 23;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq.).

## **SECTION 3**

### **SPECIAL TERMS AND CONDITIONS**

#### **3.1 PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit Proposals from qualified firms to provide Information Technology Services to the BRAA.

The BRAA expects each Proposer to clearly outline its best and most comprehensive resources in its response because all goods, services and responsibilities identified in this solicitation will be awarded to the selected Proposer.

#### **3.2 LIMITATIONS**

The following limitations are applicable to this solicitation:

N/A

#### **3.3 GENERAL STANDARDS**

The successful Proposer shall at all times comply with all rules, regulations, and ordinances of the BRAA and other governmental agencies having jurisdiction. The successful Proposer shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to its agents, employees, members, visitors, and participants.

#### **3.4 DEFAULT/REMEDIES**

- a. In the event the successful Proposer defaults in the performance of its obligations in connection with this solicitation, the BRAA shall have the following options:
  - i. The BRAA will give the successful Proposer thirty (30) days' written notice of default. If the default is not cured within the thirty (30) days, the BRAA may immediately terminate the contract upon providing written notice of the Proposer's failure to timely cure the default. Upon termination, the BRAA may obtain the services elsewhere.
  - ii. The BRAA may recover at law any and all claims that may be due to the BRAA from the successful Proposer.
  - iii. The BRAA may perform such work as it deems necessary to cure the default or subsequent default and charge the successful Proposer for the full cost of labor and materials expended, plus thirty percent (30%) of the cost for administrative overhead.
- b. The acceptance of all or part of monies due for any period after a default shall not be deemed as a waiver of any of these options, or a waiver of the default or subsequent default of the same or any other term, covenant, and condition.
- c. The successful Proposer agrees that the BRAA shall not be responsible or have any liability whatsoever for any alleged damages, claim of lost profits, or otherwise in the event the BRAA declares the successful Proposer in default hereunder.
- d. In the event of default on the part of the selected Proposer, the BRAA may take such action as it deems appropriate including legal action for compensatory and/or special damages, or specific

performance.

### 3.5 INSURANCE

The selected Proposer shall provide insurance coverage in accordance with the Boca Raton Airport Authority Insurance Standards available at <https://bocaairport.com/wp-content/uploads/2019/08/FULL-INSURANCE-STANDARDS-Current.pdf>. In addition, the selected Proposer shall provide the following additional insurance coverage:

- a. N/A
- b.
- c.

The selected Proposer shall not commence any performance pursuant to the terms of this solicitation until certification or proof of insurance has been received and approved by the Executive Director or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the BRAA shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the BRAA or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the BRAA. Failure to provide and maintain the required insurance coverage during the term of the contract shall constitute a material breach of the contract. The Proposer is obligated to notify the BRAA if insurance coverage lapses or changes, including without limitation changes in the coverage limits or the insurance carrier, during the life of the contract. Failure to notify the BRAA of changes in insurance coverage in a timely fashion shall constitute a material breach of the contract.

The selected Proposer must submit, prior to commencing work, a current Certificate of Insurance, naming "The Boca Raton Airport Authority" as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the BRAA upon expiration.

### 3.6 PERFORMANCE BOND/LETTER OF CREDIT

Intentionally Omitted

### 3.7 CERTIFICATIONS

Any Proposer which submits an offer in response to this solicitation shall, at the time of such offer, hold all the required licenses, permits, and certifications issued by the applicable State or County agency qualifying the proposer to perform the services described in this solicitation, as set forth in Section 5 "Minimum Qualifications and Experience."

The BRAA may at its option, and in its best interest, allow the Proposer to supply any missing information on certification and licensing during the Bid Evaluation period.

### 3.8 METHOD OF PAYMENT: MONTHLY INVOICES; ADVANCE PAYMENT

The selected Proposer shall submit an invoice to the BRAA at the beginning of each calendar month for all services performed or goods received and accepted by the BRAA during the previous month. The amount charged shall not be in excess of the rates and fees agreed to in the Agreement.

The date of the invoices shall not exceed thirty (30) calendar days from the performance of the work. Under no circumstances shall the invoice be submitted to the BRAA in advance of the performance of the work. The invoice must be complete and must specify the period of work covered by the invoice.

The invoice shall contain the following information, at minimum: the selected Proposer's name and address, an invoice number, date of invoice, description of the goods received or the services performed, the contract number, purchase order number, and any discounts offered by Proposer.

All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, Florida Statutes, upon presentation of a proper invoice by the awarded Bidder.

The BRAA may authorize advance payments if, in the sole discretion of the Executive Director, the goods and/or services are essential to the operation of the BRAA and are available only if advance payment is made. Requests for advance payments must include properly certified invoices for the goods or service sought to be acquired. The amount of the invoice submitted shall not exceed \$    N/A    or    N/A    % of the total Contract price. The BRAA reserves the right to request repayment of any or all part of the advance payment at any time and withhold further payments until repayment is made. On completion or termination of the contract, the BRAA shall deduct from the amount due to the selected Proposer all advance payments not repaid plus interest.

### 3.9 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

The Proposer must identify any and all subcontractors that will be used in the performance of the proposed work, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility, business standing, and ability to meet security requirements, if any, shall be considered by the BRAA when making the award in the best interest of the BRAA. The BRAA will not allow substitution of subcontractors without explicit written permission of the BRAA. Such permission will not be granted if, in the sole discretion of the Executive Director, such substitution is not in compliance with applicable federal or state grant requirements. If the Proposer fails to identify any and all sub-contractors in the Proposal, the Proposer may be allowed to submit this documentation during the evaluation period, if such action is in the best interest of the BRAA.

### 3.10 OTHER FORMS OR DOCUMENTS

If the BRAA is required by the selected Proposer to complete and execute any other forms or documents in relation to this solicitation, the terms, conditions, and requirements in this solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the selected Proposer's forms or documents. A sample of all forms or documents required by the Proposer in relation to this solicitation must be included in the Proposer's response.

### 3.11 MODIFICATION OF SERVICES

Notwithstanding any provision described in Section 2.30 "MODIFICATION OF CONTRACT", the following shall apply:

a. The BRAA reserves the right to delete or modify any portion of the contracted services at any time without cause, and if such right is exercised by the BRAA, the rates and fees shall be reduced at the same ratio as the estimated costs of the services deleted as it relates to the estimated costs of the service originally contracted. If service has already been provided on the portion of the work to be deleted, the selected Proposer will be paid for the deleted portion based on the estimated percentage of the completion of such portion.

b. If the selected Proposer and the BRAA agree on modifications or revisions to the service elements, after the BRAA has approved performance of a particular task or project, and a budget has been established for that task or project, the selected Proposer shall submit a revised budget to the BRAA for approval prior to proceeding with the task or project.

### 3.12 STORAGE OF MATERIALS

Materials and supplies required for the performance of the proposed work may be stored on BRAA property upon written approval of the Executive Director. However, materials and supplies do not become the property of BRAA as a result of delivery or storage of the materials and supplies on the property. BRAA takes ownership of the materials and supplies only when the materials and supplies are installed. The contractor must properly store the materials and supplies in such a manner as to preserve their quality and fitness for the work. The proper maintenance and storage of stored materials is the selected Proposer's responsibility. The BRAA is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials. The BRAA will not pay for storage of materials and supplies required for the performance of the proposed work at an offsite location without prior written approval of the Executive Director.



RFP NO.: 2019-BRAA-03

## Title: Information Technology Services

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**RFP NO.: 2019-BRAA-03**

## **Title: Information Technology Services**

### **Section 1 – Project Overview**

Simplifly, LLC fully understands the project overview and accepts all points 1.1 to 1.5 from the RFP NO.: 2019-BRAA-03 published in <https://bocaairport.com/wp-content/uploads/2020/01/RFP-2019-BRAA-03-IT-SERVICES-Final.pdf>. Simplifly, LLC is accepting the terms of the 3-year contract with the option to renew for an additional one - two years at the BRAA's sole discretion. Simplifly, LLC is aware of the schedule for the solicitation.

### **Section 2 -General Terms and Conditions**

Simplifly, LLC has read and agreed to the general terms and conditions of Section 2 Of RFP NO.: 2019-BRAA-03 published in <https://bocaairport.com/wp-content/uploads/2020/01/RFP-2019-BRAA-03-IT-SERVICES-Final.pdf>.

### **Section 3 – Special Terms and Conditions**

Simplifly, LLC has read and agreed to the special terms and conditions of Section 3 Of RFP NO.: 2019-BRAA-03 published in <https://bocaairport.com/wp-content/uploads/2020/01/RFP-2019-BRAA-03-IT-SERVICES-Final.pdf>. For 3.5 Insurance, Simplifly, LLC has this already for 2020. COI just needs to be checked for any changes on the amounts.

### **Section 4 – Scope of Services**

Simplifly, LLC has read and understands the scope and services of Section 4 Of RFP NO.: 2019-BRAA-03 published in <https://bocaairport.com/wp-content/uploads/2020/01/RFP-2019-BRAA-03-IT-SERVICES-Final.pdf>. This includes full understanding of the Exhibit B TECHNICAL SPECIFICATIONS from the RFP.

### **Section 5 – Minimum Qualifications and Experience**

#### **5.1 More than 5 years in Business**

Simplifly, LLC was registered in Sunbiz in the state of Florida on October 22<sup>nd</sup>, 2014. See Exhibit A.

#### **5.2 County License**

Simplifly, LLC holds a Palm Beach County License. The license number is 201578962. See Exhibit B.

#### **5.3 Conflict of Interest**

Simplifly, LLC has no reported conflict of interests in relation to this RFP.

#### **5.4 Registration in State of Florida**

Simplifly, LLC has filed at Sunbiz. Our Document Number is L14000164766. Simplifly, LLC was filed on 10/22/2014 and the FEIN number is 47-214857. See Exhibit A.

#### **5.5 Client References**

Simplifly, LLC makes note of the following 5 references.

<b>Organization Name</b>	<b>Contact Name</b>	<b>Email Address</b>	<b>Address</b>	<b>Telephone Number</b>	<b>Dates of Services</b>	<b>Type of Work</b>
Tairo International, Inc.	Bryan Hollander	bryan@tairo.com	1111 Kane Concourse, Ste 411, Bay	305-864-8933	1/1/15 - Present	IT Managed Services/ Email/ Cyber Security/ Disaster Recovery



**RFP NO.: 2019-BRAA-03**

**Title: Information Technology Services**

			Harbor Islands, FL 33154			
Lending Bankers Mortgage, LLC	David Otero	dotero@lendingbankers.com	848 Brickell Avenue, Suite 1200, Miami, FL 33131	561-305-7755	1/1/15 - Present	IT Managed Services/ Email/ Cyber Security/ Disaster Recovery
Greater Boca Raton Chamber of Commerce	Sarah Pearson	SPearson@bocachamber.com	1800 N Dixie Highway, Boca Raton, FL 33432	561-314-5197	4/1/19 - Present	Cyber Security
Law Office of Ubaldo J. Perez, Jr., P. A	Ubaldo Perez	uperez@uperezlaw.com	14361 Commerce Way, Suite 201, Miami Lakes, FL 33016	305-733-1214	1/1/15 - Present	IT Managed Services/ Email/ Cyber Security/ Disaster Recovery
ASAP Installations, LLC	Vannessa Serrano	vserrano@asapgroup.com	3600 Red Road, Suite 406, Miramar, FL 33025	305-301-6504	7/1/19 - Present	IT Managed Services/ Email/ Cyber Security/ Disaster Recovery

**5.6 Convicted Vendor List**

Simplifly, LLC is not on a convicted Vendor List.

**5.7 Scrutinized List of Prohibited Companies**

Simplifly, LLC is not on the scrutinized list of prohibited companies.

**5.8 Business Tax Receipt**

Simplifly, LLC has the Palm Beach County Business Tax Receipt. The license number is 201578962. See Exhibit B.

**Section 6 – Response Requirements**

**Part A. Proposer Profile**

1. Simplifly, LLC, 631 Lucerne Avenue, Suite 100, Lake Worth, FL 33460. Simplifly, LLC is incorporated in Florida. The registered agent is Erick Solms. Erick Solms resides at 8119 Bellagio Lane, Boynton Beach, FL 33472. Erick Solms number is 561-425-6101.
2. Simplifly, LLC was registered on Sunbiz for the state of Florida on October 22<sup>nd</sup>, 2014.



RFP NO.: 2019-BRAA-03

## Title: Information Technology Services

3. Simplifly, LLC Federal ID Number is 47-214857.
4. Simplifly, LLC is legally authorized, pursuant to the requirements of the Florida Statutes and to do business in the state of Florida.

### Part B. Proposal Requirements

1. **Summary of Experience and Qualifications** – Simplifly, LLC CEO has a master's degree in Management Information Systems from NOVA Southeastern University. Simplifly, LLC has partnerships with vendors such as Microsoft, Sophos, Replibit and all tools used by the company for their clients. Simplifly, LLC has trained Sophos Architects and Microsoft Certified Engineers.
2. **Bankruptcy, Litigations & Contract Disputer** – Simplifly, LLC has not been part of any lawsuits, litigations, claims, arbitrations nor administrative hearings during the last five years.
3. **Criminal History Information** – Simplifly, LLC or any of the owners, officers, predecessor organizations or wholly owned subsidiaries have any criminal records.
4. **Negative Contract Performance Information** – There has not been any issues related to rescinded contracts. There have not been any cases related to liquidated damages or any other contractual monetary penalty as a result or delay of any contracts.
5. **Debarment History Information** – There has been no debarment filed, pending or resolved by any public entity during the last five years.
6. **Financial Terms** – All invoices will be NET30 for Simplifly. Project hours and Emergency After-Hour support will be billed at \$95 per hour. Any billable additional time will be approved and reviewed with BRAA. There will be no supplemental invoices unless approved by the BRAA. Simplifly, LLC is the current IT Provider of the BRAA and has full knowledge of the process and financial term needs of the entity.
7. **Statement of Offer** – Exhibit C contains the Proposal Signature Page signed by a Simplifly, LLC Official.

### Section 7 – The Evaluation Process

Simplifly, LLC understands and accepts the evaluation process as stated on the RFP NO.: 2019-BRAA-03 published in <https://bocaairport.com/wp-content/uploads/2020/01/RFP-2019-BRAA-03-IT-SERVICES-Final.pdf>. Simplifly, LLC will be very appreciative if we get called in for an Oral Presentation to review our proposal as for us is very important that all key decision makers understand clearly the offering and recommended services. This can be scheduled by calling Erick Solms at 561-425-6101 or email at [esolms@simplifly.com](mailto:esolms@simplifly.com).

### Section 8 – Pricing Information

Here is a summary of the pricing.

Service Type	Hourly Rate	Monthly Rate
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Standard Service Rate	N/A	\$65 per user, \$150 per server plus tools needed to perform all IT Managed Services. It is unlimited support for the agreement. Tools include antivirus for PCs and Servers, ransomware protection, backup and disaster recovery, business continuity, Endpoint Detection and Response, Firewall Licenses, Network Monitoring, Hard Disk Encryption. It allows to add as many machines you need per user and it includes the hardware needed for the BDR (Backup and Disaster Recovery). Please see <b>Quote 1697</b> for Details. There is no setup fee due to current already established service with BRAA. <b>Total: \$1715.96 Per month.</b>
<b>As Needed</b>		
Emergency After-Hour Support	\$95 per Hour. This will be used and when applied, it will have to be approved prior by the BRAA.	N/A
Outside Normal Scope of Services Rate	\$95 per Hour. This will apply for projects. Projects must be approved beforehand by the BRAA.	N/A
<b>Optional:</b>	N/A	We have added an optional quote. The quote is based on needs that we foresee as potential threats, but they are not covered on the Exhibit B: Technical Specifications. This includes Dark Web Monitoring, Email Protection including encryption, backup, archiving and spam filtering, employee training for Security Awareness Training, PC Continuity for Key Employees and Sophos Mobile Advanced. Please see optional <b>quote 1701</b> . The setup fee is not to exceed \$1425 and \$309 per month.



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**Quote 1697** covers the Technical Specifications of the RFP NO.: 2019-BRAA-03 published in  
<https://bocaairport.com/wp-content/uploads/2020/01/RFP-2019-BRAA-03-IT-SERVICES-Final.pdf>.

Qty	Manufacturer Part Number	Long Description	Unit Price	Unit Extended Price
9	Simplifly User Care	Simplifly User Care	\$ 65.00	\$ 585.00
14	Simplifly Desktop Care	Simplifly Desktop Care	\$ -	\$ -
3	Simplifly Server Care	Simplifly Server Care	\$ 150.00	\$ 450.00
3	Sophos Central Server Advanced with EDR	Sophos Central Server Advanced with EDR	\$ 15.00	\$ 45.00
9	Sophos Central Endpoint InterceptX with EDR	Sophos Central Endpoint InterceptX with EDR	\$ 7.00	\$ 63.00
9	Sophos Central Device Encryption	Sophos Central Device Encryption	\$ 2.00	\$ 18.00
2	Simplifly Replibit BDR per Agent Service	Simplifly Replibit BDR per Agent Service	\$ 200.00	\$ 400.00
1	HAAS Server	Simplifly Hardware as a Service for Backup Disaster Recovery 1U Rackmount Server E3 Server, 1 120gb SSD with 3 2TB Hard Drives, 24 GB Ram	\$ -	\$ -
1	Sophos XG 115 EnterpriseGuard	Sophos XG 115 EnterpriseGuard	\$ 24.98	\$ 24.98
1	Sophos XG 125 Enterprise Guard	Sophos XG 115 Enterprise Guard	\$ 29.98	\$ 29.98
2	Simplifly Network Monitoring	Simplifly Network Monitoring (2 Firewalls in Environment)	\$ 50.00	\$ 100.00
		Monthly Total		<b>\$ 1,715.96</b>

We have added an **optional** quote 1701 as we foresee this as needed for better cybersecurity and support for the BRAA.

Qty	Manufacturer Part Number	Long Description	Unit Price	Unit Extended Price
Services (Hours)				
15	Professional Services - Not to Exceed	Professional Services - Not to Exceed	\$ 95.00	\$ 1,425.00



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## Title: Information Technology Services

		Total for Professional Services (One Time)		\$ 1,425.00
Managed Services				
19	Barracuda Essentials Complete (Based on Mailboxes at Office 365)	Barracuda Essentials Complete	\$ 6.00	\$ 114.00
1	Simplifly Dark Web ID (Dark Web Monitoring)	Simplifly Dark Web ID	\$ 45.00	\$ 45.00
1	Simplifly BullPhish ID (Employee Training)	Simplifly BullPhish ID	\$ 45.00	\$ 45.00
4	Datto Cloud Continuity for PC (Cloud PC Continuity)	Datto Cloud Continuity for PC	\$ 15.00	\$ 60.00
9	Sophos Central Mobile Advanced (Mobile Device Management for Laptops and Pcs)	Sophos Central Mobile Advanced	\$ 5.00	\$ 45.00
		Monthly Total:		\$ 309.00

### Section 9 – Proposal Submittals – Exhibit C

- a. Acknowledgement of Addenda
- b. Proposal Submittal Signature Page
- c. Notification of Public Entity Crimes Law
- d. Drug Free Workplace
- e. Non-Collusion Affidavit
- f. Truth in Negotiation Certificate

### Section 10- Sample Agreement Format

Simplifly, LLC has reviewed the agreement as stated on section 10 of the RFP NO.: 2019-BRAA-03 published in <https://bocaairport.com/wp-content/uploads/2020/01/RFP-2019-BRAA-03-IT-SERVICES-Final.pdf>. The BRAA and Simplifly, LLC drafted an agreement last year specifically for a master's Agreement between MSP and BRAA. If selected, we could potentially revise it and work from that agreement.

### Section 11 – Exhibits

- A. SUNBIZ
- B. Palm Beach County Licenses
- C. Proposal Submittals Forms

# Exhibit A

## **Electronic Articles of Organization For Florida Limited Liability Company**

L14000164766  
FILED 8:00 AM  
October 22, 2014  
Sec. Of State  
kasaly

### **Article I**

The name of the Limited Liability Company is:  
SIMPLIFY, LLC

### **Article II**

The street address of the principal office of the Limited Liability Company is:  
801 NORTHPOINT PARKWAY  
95  
WEST PALM BEACH, FL. US 33407

The mailing address of the Limited Liability Company is:  
801 NORTHPOINT PARKWAY  
95  
WEST PALM BEACH, FL. US 33407

### **Article III**

The name and Florida street address of the registered agent is:  
ERICK SOLMS  
801 NORTHPOINT PARKWAY  
95  
WEST PALM BEACH, FL. 33407

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: ERICK SOLMS

## EXHIBIT B



**ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

*Serving you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***

801 NORTHPOINT PKWY STE 80  
WEST PALM BEACH, FL 33407

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0030 BUSINESS CONSULTANT	SIMPLIFY LLC		B19.576257 - 08/20/19	\$33.00	B40158361

This document is valid only when receipted by the Tax Collector's Office.

B2 - 191

SIMPLIFY LLC  
801 NORTHPOINT PKWY STE 80  
WEST PALM BEACH, FL 33407

**STATE OF FLORIDA  
PALM BEACH COUNTY  
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201578962  
EXPIRES: SEPTEMBER 30, 2020**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

# EXHIBIT C

## ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

### PART I:

List below the dates of issue for each addendum received in connection with this solicitation:

Addendum #1, Dated January 20th, 2020  
Addendum #2, Dated January 24th, 2020  
Addendum #3, Dated \_\_\_\_\_  
Addendum #4, Dated \_\_\_\_\_  
Addendum #5, Dated \_\_\_\_\_  
Addendum #6, Dated \_\_\_\_\_  
Addendum #7, Dated \_\_\_\_\_  
Addendum #8, Dated \_\_\_\_\_  
Addendum #9, Dated \_\_\_\_\_  
Addendum #10, Dated \_\_\_\_\_

### PART II:

☒ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Simplifty, LLC

Firm Name

Erick Solms

Signature

Erick Solms

Name and Title (Print or Type)

01/29/2020

Date

### PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the BRAA, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:  
Simplitfy, LLC

---

Street Address:  
631 Lucerne Avenue, Suite 100, Lake Worth, FL 33460

---

Mailing Address (if different from Street Address):

---

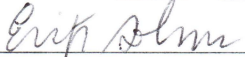
Telephone Number(s): 561-425-6101 or 561-414-5130

Fax Number(s): 561-425-6101

Email Address: esolms@simplitfy.com

Federal Employer Identification Number: 47-214857

Prompt Payment Terms: % days' net 30 days

Signature:   
(Signature of authorized agent)

Print Name: Erick Solms

Title: President

Date: 01/29/2020

By signing this document, the Proposer agrees to all terms and conditions of this solicitation and the resulting contract/agreement.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 90 DAYS, AND THE PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE BOCA RATON AIRPORT AUTHORITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.**

## CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the BRAA.

Furthermore, all Proposers must disclose the name of any BRAA employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the BRAA the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any BRAA duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal due to other clients, contracts, or property interests.

Acknowledged by:

Simplifly, LLC

Firm Name

*Erick Solms*

Signature

Erick Solms

Name and Title (Print or Type)

01/29/2020

Date

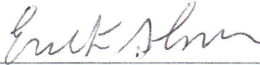
## NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, 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 Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Simplityfy, LLC

Firm Name



Signature

Erick Solms

Name and Title (Print or Type)

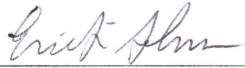
01/29/2020

Date

## DRUG-FREE WORKPLACE

Simplitfy, LLC is a drug-free workplace and has a substance  
(Company Name)  
abuse policy equal to or more stringent than the drug-free workplace and substance abuse policy maintained  
by the BRAA.

Acknowledged by:

Simplitfy, LLC  
Firm Name  
  
Signature  
Erick Solms  
\_\_\_\_\_  
Name and Title (Print or Type)  
01/29/2020  
\_\_\_\_\_  
Date

## NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who,  
after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is Erick Solms of Simplifly, LLC, the Proposer  
that has submitted a Proposal to perform work for the following:

RFP No.: 2019-BRAA-03 Title: Information Technology Services

- b. He/She is fully informed respecting the preparation and contents of the attached Request for  
Proposals, and of all pertinent circumstances respecting such solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

- c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives,  
employees, or parties in interest, including this affiant, has in any way colluded, conspired,  
connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a  
collusive or sham Proposal in connection with the solicitation and contract for which the attached  
Proposal has been submitted or to refrain from proposing in connection with such solicitation and  
contract, or has in any manner, directly or indirectly, sought by agreement or collusion or  
communication or conference with any other Proposer, firm, or person to fix the price or prices in  
the attached Proposal or any other Proposal, or to fix any overhead, profit, or cost element of the  
Proposal price or the Proposal price of any other Proposer, or to secure through any collusion,  
conspiracy, connivance, or unlawful agreement any advantage against the BRAA or any person  
interested in the proposed contract.
- d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any  
collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its  
agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this 30 day of January, 2020,  
by \_\_\_\_\_, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

SEAL

Notary Signature: \_\_\_\_\_  
Notary Name: \_\_\_\_\_  
Notary Public (State): \_\_\_\_\_  
My Commission No: \_\_\_\_\_  
Expires On: \_\_\_\_\_

## TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

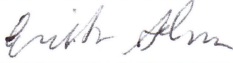
The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

Name: Erick Solms

Title: President

Date: 01/29/2020

Signature: 



# Memo

To: Melvin Pollack, Chair and Board Members  
From: Clara Bennett, Executive Director  
Date: February 20, 2020  
RE: **2020 Strategic Business Plan Update**

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## **AGENDA ITEM – IX - D**

Airport Management and Ricondo will present a status report on the 2020 Strategic Business Plan Update, chaired by Ms. Budd.



# 2020 Strategic Business Plan Board Briefing

February 19, 2020



# Briefing Overview

- Review of Vision, Mission and Values
- Initial SWOT Analysis Findings
- Benchmark Airports – Final Selection
- Next Steps



# **Review of Vision, Mission and Values**

# BRAA Vision

To be a world class Public Use General Aviation facility that benefits our growing business and regional communities.



**To deliver excellence in all we do.**

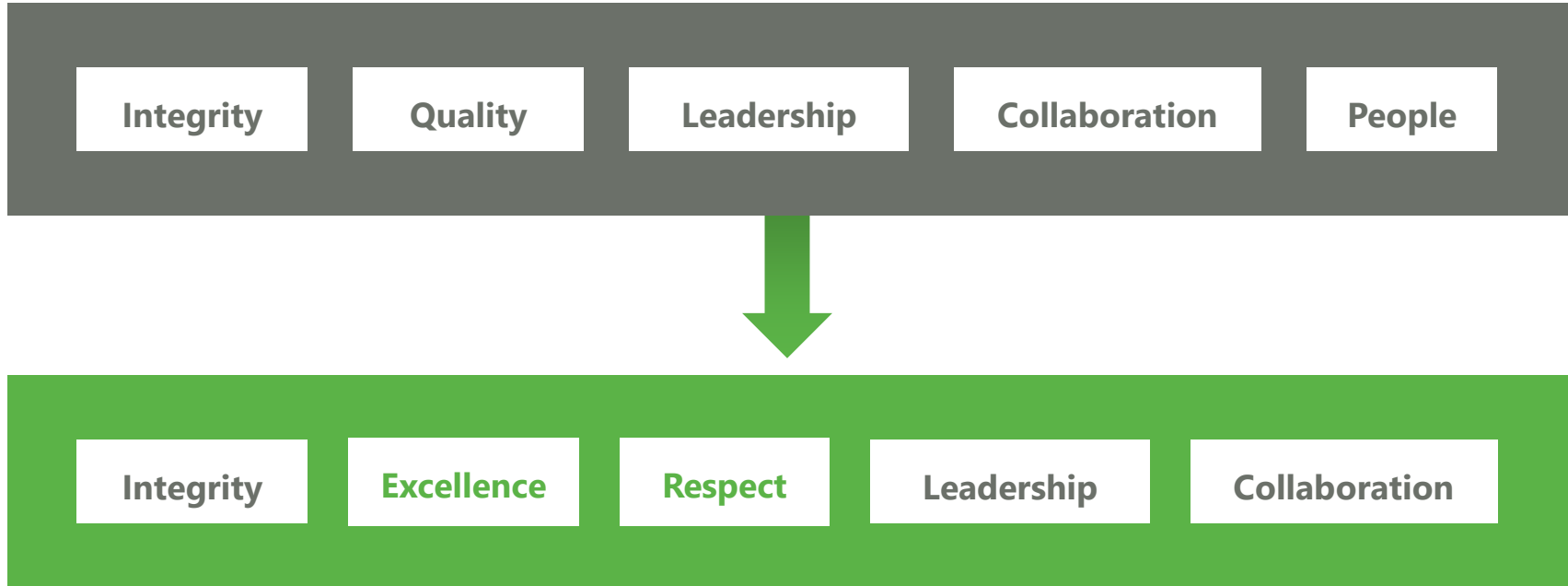
# BRAA Mission Statement

The Boca Raton Airport Authority operates a first class Public Use General Aviation facility dedicated to embracing our core values; promoting safety, efficiency, and environmental excellence; and advancing aeronautical and economic benefits to our Business and Regional Communities.



The Boca Raton Airport Authority operates a first-class Public Use General Aviation facility dedicated to embracing our core values; promoting safety, efficiency, and environmental excellence; and advancing aeronautical and economic benefits **to our business stakeholders and our local community.**

# BRAA Core Values





# Initial SWOT Analysis Findings

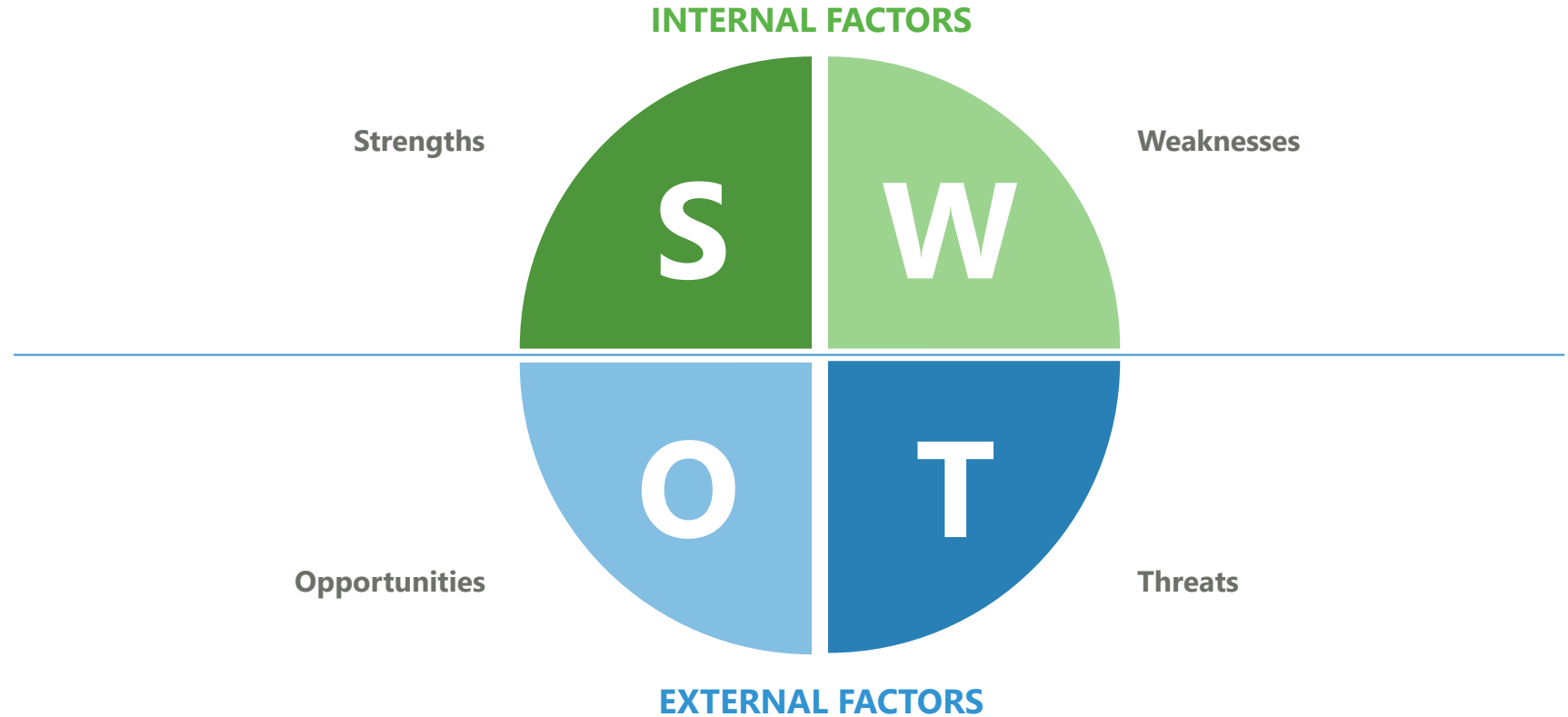
# SWOT Analysis

- SWOT stands for Strengths, Weaknesses, Opportunities, and Threats.
- SWOT analysis is the process by which an organization evaluates internal and external factors to identify future issues and strategies that may affect airport operations.

# SWOT Analysis Benefits

- Discover internal and external factors that influence or could impact the organization or Airport operations.
- Anticipate potential changes warranting further study (e.g. development scenarios to be discussed at upcoming Board Workshop)

# SWOT Analysis



# Internal Factors

- Strengths:

*What gives the Airport an advantage over the competition?*

- Weaknesses:

*What hinders the Airport's ability to be competitive?*

# Factor Categories that Affect Strengths and Weaknesses



# Preliminary Findings – Internal Factors

## Strengths

- Support from businesses in the community (Chamber, City Council, and tenants)
- Operate ethically and have a culture of doing the “right thing”
- External auditors validate sound business practices
- Invest in people and organization, value professional development
- Knowledgeable leader
- Aggressive and innovative planning
- Strong organizational structure and underlying processes
- Nimble, agile and resourceful organization
- Stable revenue sources
- Sound financial practices
- Staff is committed and enthusiastic to contribute to the organization
- Supportive Airport Board
- Succession planning development is ongoing

## Weaknesses

- Lean staff leads to heavy reliance on individuals
- Day-to-day operations and business can limit opportunity to explore and implement innovation.
- Director carries most of the responsibilities
- Experience gap within staff
- Capital costs increasing
- Land constraints
- Cross-function training may lead to overload
- Reappointment of Airport Board every 2 years
- Need more social media experience and exposure
- Communication with pilots, elected officials, and residents can always be improved

# External Factors

- Opportunities:

*Outside factors that the Airport can take advantage of to better fulfill its mission, meet its mandates, achieve its strategic initiatives (vision), or provide public value.*

- Threats:

*Outside factors that might hinder pursuit of the Airport's vision.*

# Factor Categories that Create Opportunities and Threats

**Macro-Level Economic  
Environment**

**Industry  
Trends**

**Population and  
Economic Base**

**Regulatory  
Changes**

**Local Airport  
Market**

**Technological  
Development/ Trends**

**Public  
Support**

**Catastrophic  
Events**

**Environmental  
Sustainability**

# Preliminary Findings – External Factors

## Opportunities

- Entrepreneurial opportunities
- Creating a platform for development of newer technologies such as automated vehicles and flying cars (Signature has ongoing relationship with Uber)
- Unmanned aircraft systems (UAS) may be used for airfield inspections, renovations and maintenance; commercial package delivery; and passenger services
- Opportunities to develop additional aeronautical services
- Potential for further relationships with large companies
- Leverage in-house talent beyond airport limits
- Prime location/parcels near I-95
- Community support
- Governance support opportunities

## Threats

- Economy (e.g. Sequestration)
- Move towards electric aircraft results in lower fuel revenues, needs offset
- Political environment and impacts on Airport governance
- Availability of grants (FDOT and FAA)
- External representation needed to voice the Airport's interest with lobby groups and within the surrounding community
- FAA and FDOT relationships are very strong, can shift as staff changes
- Difficulties to receive bids for smaller capital projects
- Natural disasters
- Modern threats / I.T. cyber attacks
- Lease with State of Florida extends to 2073, cannot extend leases beyond lease term

# **Benchmark Airports – Final Selection**

# Airport Selection Criteria

- Key Criteria for Selection
  - Land Constrained
  - Significant Seasonal or Year-Round Corporate Traffic
  - Organization under Airport Authority
  - Major International Airports with Corporate Aviation
  
- Over 100 Airports Reviewed
  - 7 airports shortlisted
  - 3 airports will be contacted initially

# Shortlisted Airports



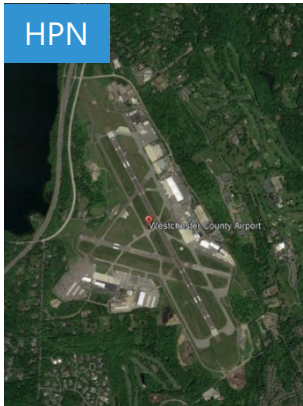
# Benchmark Airports

Airport	Location	Size (Acres)	Runways	Based Aircraft	Total Operations	Enplanements	Ownership
Boca Raton Airport (BCT)	Boca Raton, FL	214	1	245	66,209	66	Boca Raton Airport Authority
Allegheny County Airport (AGC)	Pittsburgh, PA	432	2	68	62,172	68	Allegheny County Airport Authority
Scottsdale Airport (SDL)	Scottsdale, AZ	282	1	374	164,958	207	City of Scottsdale
Addison Airport (ADS)	Dallas, TX	368	1	245	98,635	18	Town of Addison



# Benchmark Airports (Continued)

Airport	Location	Size (Acres)	Runways	Based Aircraft	Total Operations	Enplanements	Ownership
Westchester County Airport (HPN)	Hamptons, NY	702	2	294	167,088	750,179	County of Westchester
Florida Key West International Airport (EYW)	Key West, FL	334	1	31	51,538	403,692	Monroe County
Geneva Airport (GVA)	Geneva, Switzerland	230	2	-	187,162	9,000,000	City of Geneva
London Luton Airport (LTN)	London, England	484	1	-	136,270	8,290,925	Private Consortium



# Questionnaire Content

## Airport Characteristics

- Role
- Surrounding communities
- Relevant history of airport (impacting operations/structure)
- Constraints for growth

## Personnel and Organizational Structure

- Ownership
- Number and positions of staff
- Organizational chart
- Human resource policies
- Processes

## Communication with Stakeholders

- Type
- Frequency
- Impacts
- Satisfaction of tenants and customers

# Questionnaire Content

## Finance and Business Practices

- Funding sources
- Revenues and expenses
- Revenue sharing agreements
- Capital projects
- Cost control measures
- Return on Investments
- Leases
- Fees (e.g. CBP)

## Aviation Operation and Passenger Services

- Airfield Characteristics
- Operations
- Passenger type
- Based aircraft
- Fixed-Base Operator(s)
- Customs and Border Protection (Immigration)
- Safety and Security practices

## Planning for the Future

- Innovations and new technologies
- Sustainability practices
- Strategic initiatives and goals



# Next Steps

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- Conduct workshops with Airport Tenants and External Organizations (Scheduled February 20, 2020)
- Continue Airport property analysis
- Prepare development scenarios and preliminary strategic initiatives for upcoming Board Workshop (March 12, 2020)



THANK YOU