



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

REQUEST FOR PROPOSAL

RFP NO.: 2020-BRAA-01

Title: Audit Services

DUE DATE AND TIME: Monday, August 24, 2020 at 3:00 P.M. (LOCAL TIME)

INSTRUCTIONS

Sealed Proposals must be received on or before the due date and time (local time) listed below. Written Proposals shall be limited to a maximum of fifteen (15) pages, excluding financial information and litigation and other contract dispute information.

Proposers shall submit five (5) complete copies and one (1) electronic copy (thumb drive) of all requested material to:

Boca Raton Airport Authority, front lobby reception desk
903 NW 35th St.
Boca Raton, FL 33431
RE: RFP # 2020-BRAA-01

Normal business hours for the Boca Raton Airport Authority (BRAA) are 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays.

SEALED PROPOSALS MUST BE RECEIVED NO LATER THAN 3:00 P.M., EASTERN STANDARD TIME (EST) ON MONDAY, AUGUST 24, 2020.

BRAA will not accept electronically transmitted, late, or misdirected proposals. Proposers are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your Proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. The time and date for receipt of Proposals will be strictly observed. The BRAA will not be responsible for late deliveries or mail delays. Each Proposal will be time/date stamped upon receipt. Proposals received after the specified time and date shall be returned unopened.

Each hard copy Proposal submitted to the BRAA shall have the following information clearly marked on the face of the sealed package: Proposer's name, return address, RFP number, due date for Proposals, and the title of the RFP. Included in the envelope shall be a one (1) original hard copy, a signed Proposal

Submittal Signature Page, four (4) duplicate hard copies, and one (1) electronic copy on a thumb drive. If the Proposal Submittal Signature Page is not included in the package as an original hard copy, the BRAA may deem the Proposal non-responsive. Proposals must contain all information required to be included in the submittal, as described in this solicitation.

CONTACT

Any questions regarding the specifications and solicitation process must be submitted in writing to the Executive Director at clara@bocaairport.com. Requests for clarification and additional information must be received by the Deadline for Requests for Clarification on Monday, August 17, 2020 at 3:00 P.M. Local Time.

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

LEGAL ADVERTISEMENT

REQUEST FOR PROPOSAL NO. 2020-BRAA-01

Audit Services

The Boca Raton Airport Authority (“BRAA”) is soliciting proposals from qualified, experienced and licensed firms of Certified Public Accountants for Audit Services in accordance with the terms, conditions, and specifications contained in this Request for Proposal.

Request for Proposal documents are available beginning Thursday, July 23, 2020 on the Boca Raton Airport Authority website at www.bocaairport.com or by contacting the Boca Raton Airport Authority by e-mail at clara@bocaairport.com or by phone at (561) 391-2202.

Date of Advertisement	Thursday, July 23, 2020
Deadline for Requests for Clarification	Monday, August 17, 2020 at 3:00 P.M. Local Time
Deadline for Submission of Proposals	Monday, August 24, 2020 at 3:00 P.M. Local Time
ASC Meeting to Shortlist, as deemed necessary	Friday, August 28, 2020 at 1:00 P.M. Local Time
ASC Meeting for Interviews and Final Ranking	Friday, September 4, 2020 at 8:30 A.M. Local Time
BRAA Board Meeting - Contract Award	Wednesday, September 16, 2020 at 6:00 P.M. Local Time

Written Proposals shall be limited to a maximum of fifteen (15) pages, excluding financial information and litigation and other contract dispute information.

In accordance with the Americans with Disabilities Act (ADA), persons with disabilities who require special accommodations to participate in this solicitation should contact the Boca Raton Airport Authority office at (561) 391-2022 to request such accommodations.

Federal Laws and regulations require specific clauses in certain contracts, solicitations, or specifications regardless of whether or not the project is federally funded. The applicable specific clauses that are required to be referenced in this bid advertisement are as follows.

Civil Rights – Notice Solicitation

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

Publish: Sunday, July 26, 2020

Clara Bennett, Executive Director

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SECTION 1

PROJECT OVERVIEW

- 1.1 The Boca Raton Airport Authority (BRAA), is soliciting Proposals from qualified Proposers for Audit Services.
- 1.2 The BRAA intends to award a contract(s) for a three-year period covering fiscal years 2020, 2021, and 2022 with the option to renew for an additional two – one-year options, at the BRAA’s sole discretion. Upon the expiration of the original and renewal contract periods, the BRAA may extend these contractual services on a year to year basis in accordance with Florida Statutes.
- 1.3 The Method of Award for this solicitation will be to the Proposer(s) determined to be responsive and responsible with the highest ranking or scores. The BRAA reserves the right to award a single contract for all services or multiple contracts, whichever is in the BRAA’s best interest.
- 1.4 The anticipated schedule for this solicitation is as follows:

ITEM	EVENT	DATE/TIME
a.	Issue RFP	July 23, 2020
b.	Institute Cone of Silence	July 23, 2020
c.	Deadline for Requests for Clarifications	August 17, 2020, 3:00 P.M. Local Time
d.	RFP Due Date and Time	August 24, 2020, 3:00 P.M. Local Time
e.	Auditor Selection Committee Meeting to Shortlist, as deemed necessary	August 28, 2020, 1:00 P.M., Local Time
f.	ASC Meeting for Interviews and Final Ranking	September 4, 2020, 8:30 A.M. Local Time
g.	BRAA Board Meeting – Contract Award	September 16, 2020, 6:00 P.M. Local Time

- 1.5 The Auditor Selection Committee meeting schedule may change as deemed necessary by the Committee. Further, the Auditor Selection Committee will determine at a later date whether the Meeting to Shortlist is necessary, and Respondents will be notified accordingly. Respondents should visit the Boca Raton Airport Authority website at www.bocaairport.com for the most current meeting schedule.

Due to the extraordinary circumstances related to the COVID-19 pandemic and the recommended social distancing guidelines, the Auditor Selection Committee and Boca Raton Airport Authority may not be meeting in person; rather, meetings may be held via teleconference pursuant to Executive Order 20-69, as amended. Any such electronic meetings will be noticed to the Proposers, and information regarding public participation in the meeting will be posted on the Authority’s website.

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. Auditor Selection Committee or "ASC": A committee appointed by the Boca Raton Airport Authority Board and composed of at least three members, including, but not limited to, a Member of the Boca Raton Airport Authority Board, and two people external to the BRAA.

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. 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 Board'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 five (5) 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 in 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 twenty five megabytes (25 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 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).

END OF SECTION 2

SECTION 3

SPECIAL TERMS AND CONDITIONS

3.1 PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit Proposals from qualified, experienced and licensed firms of Certified Public Accountants to provide Audit Services for BRAA, in accordance with the terms, conditions, and specifications contained in this Request for Proposals.

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 for Professional Service Providers as available at <https://bocaairport.com/wp-content/uploads/2019/08/FULL-INSURANCE-STANDARDS-Current.pdf>.

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, 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.

SECTION 4

SCOPE OF SERVICES

PART A - PURPOSE AND GENERAL INFORMATION

4.1 PURPOSE

The Boca Raton Airport Authority (“BRAA”) is requesting proposals from qualified, experienced and licensed firms of Certified Public Accountants to provide Audit Services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals, for the fiscal years ending September 30, 2020, 2021, and 2022, with the options of two subsequent fiscal years.

4.2 SCOPE OF WORK TO BE PERFORMED

The Boca Raton Airport Authority desires the Contractor to express an opinion on the fair presentation of its basic financial statements, and the respective changes in financial position and cash flows thereof, in conformity with generally accepted accounting principles.

a. AUDITING STANDARDS TO BE FOLLOWED

The Audit Services shall be performed in accordance with:

- generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants; and
- the standards applicable to financial audits contained in the *Government Auditing Standards* as issued by the Comptroller General of the United States; and
- Codification of Governmental Accounting and Financial Report Standards, Government Accounting Standards Board; and
- Sections 218.39 and 218.415, Florida Statutes; and
- Rules of the Auditor General, State of Florida, Chapter 10.550; and
- the Florida Single Audit Act, Section 215.97, Florida Statutes; and
- the standards for financial audits set forth by Title 2 U.S. Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards (Uniform Guidance); and
- other applicable federal, state and local laws or regulations or professional guidance not specifically listed above, as well as any additional requirements, which may be adopted by these regulating agencies in the future.

b. FINANCIAL AUDIT

The scope of the Financial Audit Services to be provided by the Contractor shall include, but not be limited to, the following:

- Provide an independent audit and express an opinion as to whether the financial statements of the BRAA are fairly presented, in all material respects in accordance with accounting principles generally accepted in the United States.
- Perform certain limited procedures involving supplementary information required by the Government Accounting Standards Board in accordance with auditing standards generally accepted in the United States. These include, but are not limited to, the:
 - a) Management’s Discussion and Analysis

b) GASB required supplementary information

- Examine any additional activities necessary to establish compliance with financial audits as defined by the *Government Auditing Standards*.
- Examine compliance with Section 218.415, Florida Statutes, regarding the investment of public funds.
- Prepare the financial statements and related notes.
- Examine any additional activities, if applicable, necessary to establish compliance with the OMB Uniform Guidance and the Florida Single Audit Act.

c. SINGLE AUDIT

If applicable, a separate financial and compliance audit of Federal and/or State Grants shall be performed by the Contractor as defined in the *Government Auditing Standards*, the OMB Uniform Guidance and the Florida Single Audit Act.

d. PERSONNEL OF FIRM

The Contractor shall designate an audit manager or partner of the firm as the manager of the Authority audit team. The auditor shall not substitute engagement partners or managers who are assigned to the Authority audit team without prior written consent from the Executive Director.

e. MEETINGS

The designated audit manager or partner shall be available to attend an entrance conference, an exit conference, and one (1) public meeting annually to present the audit report to the Boca Raton Airport Authority Board. Additionally, Board members may request individual meetings with the Auditor after the completion of the audit but prior to the presentation of the report to the Board, for which the audit manager or a partner shall be available.

f. AUDIT SCHEDULE

The Authority and the Contractor shall mutually agree on a time schedule to be developed for the audit each fiscal year. The schedule shall include dates of completion for an entrance conference, fieldwork, exit conference, draft report, exit conference, final report and Board presentation. Progress reporting shall also be made to key Authority personnel throughout the audit engagement. It is the intent of the Authority that the final report be accepted at the May BRAA Board Meeting, but no later than the June Board Meeting.

g. DELIVERABLES

The Contractor shall prepare all financial statements, notes, reports, and schedules, as required, into a single document known as the Financial Report. The Auditor shall deliver 15 bound copies of the Financial Report printed on 8 1/2 x 11 paper and an ADA compliant digital copy in pdf format to the Authority, in accordance with the Audit Schedule.

h. WORKING PAPERS RETENTION AND ACCESS TO WORKING PAPERS

All working papers and reports must be retained, at the Contractor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the Authority of the need to extend the retention period. The Contractor will be required to make working papers available, upon request by the Authority.

4.3 REPORTS TO BE ISSUED

Following the completion of the audit, the Contractor shall issue:

- a. A report on the fair presentation of the basic financial statements, as a whole, in conformity with generally accepted accounting principles.
- b. A report on the internal control structure based on the Auditor's understanding of the control structure and assessment of control risk.
- c. A report on compliance with applicable laws and regulations that may have a direct and material effect on the financial statements.
- d. Schedule of findings and questioned costs.
- e. Report on internal control over financial reporting and compliance and other matters based on the audit of financial statements performed in accordance with *Government Auditing Standard*.
- f. Management letter pursuant to the Rules of the Auditor General of the State of Florida.
- g. Schedule of Expenditure of Federal Awards and State financial assistance
- h. Notes to Schedule of Expenditure of Federal Awards and State financial assistance
- i. The Auditor shall issue an immediate written report to the Executive Director of all fraud and illegal acts, or indications of illegal acts, of which they became aware.

4.4 SPECIAL CONSIDERATIONS

- a. The Schedule of Expenditures of Federal Awards and State Financial Assistance and the related auditor's reports, as well as the reports on the internal control structure and compliance, are to be issued in conjunction with the final Financial Report issued by the Auditor.
- b. The Authority has determined that the United States Department of Transportation Federal Aviation Administration is the federal granting agency in accordance with the provisions of the Single Audit Act of 1984, as amended, and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).
- c. The Contractor will assist the Authority in complying with changes in reporting requirements to remain in conformity with accounting principles generally accepted in the United States of America.

4.5 ADDITIONAL SERVICES

If, during the contractual period covered by the agreement, additional services such as financial review of lease matters, policy reviews, or other services as they may arise are necessary, the Contractor may be engaged by the Authority to perform these services at the rates established in this agreement for additional services.

PART B - DESCRIPTION OF THE BRAA

4.6 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.

The Boca Raton Airport is operated by the Boca Raton Airport Authority (BRAA), a seven-member Board established by the Florida Legislature as an Independent Special District that is not part of any other unit of local government. Five members are appointed by the Boca Raton City Council and two are appointed by the Palm Beach County Commission. Each Board member serves a term of two years.

The Authority sustains the Airport's operations by generating revenue from long-term land leases, fuel fees, and customs user fees, requiring no funding from property taxes or general funds of local governments. Operating surpluses are reinvested in improvements included in the Airport Capital Improvement Program and are used to match FAA Airport Improvement Program and Florida Department of Transportation Aviation Work Program grants.

More detailed information about the Authority and its finances can be found in the Authority's Annual Operating, Capital Outlay and Capital Improvement Plan Budgets and Annual Financial Report available online at: www.bocaairport.com/documents

i. FUND STRUCTURE

The Authority operates as a single proprietary fund type, specifically an enterprise fund.

j. BUDGETARY BASIS OF ACCOUNTING

The Authority prepares its budgets on a basis consistent with generally accepted accounting principles in the United States of America.

k. RETIREMENT PLANS AND POST-EMPLOYMENT BENEFITS

The Authority participates in two retirement plans, a defined contribution 401(a) Plan and a deferred compensation 457 Plan. The Plans are administered by ICMA Retirement Corporation, an independent third-party administrator therefore, no balance or financial information is reported in the Authority's basic financial statements. The Authority has no post-employment or post-retirement benefit plans and the Authority has no obligations under Section 112.081, F.S.

l. FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE

In Fiscal Year 2019, the Authority expended \$1.2 million in State financial assistance and \$9,000 in Federal Awards, the details of which can be found in the Financial Report Schedule of Expenditure of Federal Awards and State Financial Assistance. In the past five years, the Authority has required a State Single Audit all five years, and a Federal Single Audit two of the five years.

m. MAGNITUDE OF FINANCE OPERATIONS

The Contractor's principal contact with the Authority will be the Finance and Administration Manager, who will coordinate the assistance to be provided by the Authority to the Contractor.

The Authority employs seven (7) full-time employees and two (2) part-time employees. The Finance Department consists of one (1) Finance and Administration Manager, one (1) Finance and Operations Analyst, and one (1) part-time Accounting and Administration Coordinator. The Finance and Administration Manager reports to the Deputy Director and Executive Director.

n. AVAILABILITY OF PRIOR AUDIT REPORTS AND WORKING PAPERS

The successor Contractor may make reasonable inquiries and requests, including review of working papers, relating to matters of continuing accounting significance to the predecessor Contractor, Grau and Associates.

o. ASSISTANCE TO BE PROVIDED BY THE AUTHORITY

The Authority and responsible management personnel will be available during the audit to assist the Contractor by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the Authority. The Authority and responsible management personnel will provide all data as requested, but the audit firm is responsible to format the data to accommodate their required schedules and work papers.

The Authority will provide the Contractor with reasonable workspace, desks and chairs. The Contractor will also be provided access to telephone lines, photocopying facilities, facsimile machines and internet for the on-site audit staff. The Contractor will provide their own laptop computers and necessary peripheral devices.

4.7 FEDERAL AND STATE FINANCIAL ASSISTANCE

N/A

SECTION 5

MINIMUM QUALIFICATIONS AND EXPERIENCE

The Contractor will be expected to bring a broad range of experience and knowledge in governmental auditing and accounting. The firm must demonstrate that it has an established reputation in the government sector and that it has the necessary experience, expertise, and reliability in public auditing and accounting.

Each Proposer shall submit the information and documentation requested below that confirms it meets the following qualification requirement(s).

5.1 The Proposer must have been in the business of providing Public Accounting and Auditing Services to government entities for a minimum of ten (10) years prior to the Due Date and Time. The Proposer shall provide supporting documentation (e.g. state, county, city business license; occupational license) that confirms the Proposer has been in business for a minimum of ten (10) years prior to the Due Date and Time.

Additionally, the Proposer shall identify the audit manager or partner, a licensed Certified Public Accountant, assigned to the Authority Contract. The assigned partner shall have a minimum of five (5) years' experience with the services related to the RFP, or in the case of an audit manager three (3) years' experience. Further, all assigned audit managers or partners must have successfully completed the number of required hours of continuing professional education (CPE) for CPA's engaged in government auditing pursuant to 473.312, F.S. and *Government Auditing Standards*. The Proposer shall provide supporting documentation that confirms the experience and continuing education of the assigned audit manager or partner.

5.2 The Proposer must hold a current certificate of competency issued by Palm Beach County Examining Board having jurisdiction over licensing of vendors in the type of work involved in this contract. The Proposer shall provide proof, in the form of a copy of license(s), that the Proposer or subcontractor, and all assigned audit managers or partners are:

- a. Certified under Sections, 473.308, 473.309, and 473.3101, Florida Statutes, as applicable.

5.3 The Proposer must have no reported conflict of interests in relation to this RFP. The Proposer shall provide an executed copy of the Proposer's Conflict of Interest Disclosure Form included in this RFP.

5.4 The Proposer must meet the *Government Auditing Standards* independence requirements, as published by the U.S. General Accounting Office. The Proposer shall provide an affirmative statement of its independence from the BRAA as defined by the *Government Auditing Standards* of the U.S. General Accounting Office

5.5 The Proposer must be registered to do business in Florida. The Proposer shall provide proof that it is registered with the State of Florida, Division of Corporations to do business in Florida.

5.6 The Proposer must have previously provided satisfactory services for the type of work identified in this RFP. The Proposer shall submit five (5) client references for whom Proposer has provided services similar to those specified in this RFP in the past ten (10) years and who are agreeable to respond to a request from the BRAA regarding Proposer's experience, including the Proposer's experience with the scope of services described herein. Each client reference should include the following:

- a. Organization name
- b. Contact name(s)
- c. Contact email address
- d. Address

- e. Telephone and fax numbers
- f. Dates of service (start/end)
- g. Type of work (brief description)

5.7 The Proposer must NOT be listed on the Florida Department of Management Services, Convicted Vendor List as defined in Section 287.133(3)(d), Florida Statutes or the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180. Respondent should provide documentation confirming same.

5.8 The Proposer must NOT be listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies. No documentation from Respondent is required.

5.9 The Proposer shall provide a copy of its business tax receipt to the BRAA as part of its RFP Response.

5.10 The Proposer shall provide a copy of its most recent peer review, with a notation in the peer review report that it included a review of government standards.

SECTION 6

RESPONSE REQUIREMENTS

PART A: PROPOSER PROFILE

In submitting a response to this RFP (the "Proposal"), the Proposer shall be the person or legal entity who will be entering into the contract with the BRAA. Proposer may consist of any formal business entity authorized to do business in the State of Florida (i.e., Partnership, Corporation, Limited Liability, Company, Joint Venture, or Sole Proprietorship). Proposer shall provide the BRAA with the following information:

- 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.
- 2) A complete corporate or entity history of the Proposer, including date of incorporation or creation, name changes, dissolutions, reinstatements, etc.
- 3) The Proposer's federal ID number.
- 4) Whether the Proposer is legally authorized, pursuant to the requirements of the Florida Statutes, to do business in the State of Florida.

Proposer must update the information set forth in numbered paragraphs 1 through 4 above, if any of the information changes during the selection process and/or term of the contract, in writing with the BRAA. Failure to update this information during the term of the contract will constitute a material breach of the contract.

PART B: PROPOSAL REQUIREMENTS

Failure to provide the information required by Items 1 through 7 below by the deadline for submission may result in a finding of non-responsiveness by the BRAA. The BRAA will determine whether the Proposer and its Proposal is responsive to the requirements specified herein. The BRAA reserves the right to waive minor technicalities or irregularities when it is in its best interest.

As used in this section, "Proposer" includes the Proposer's principals if such principal is required by Section 473.309, Florida Statutes, to be a certified public accountant in the State of Florida.

Each Proposal shall include the following:

- 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, and its assigned audit manager or partners, qualifications to perform the services.
- 2) **Summary of Audit Approach and Work Plan:** The Proposer is required to provide detailed narrative of the overall approach and work plan the Proposer will take in performing the services

of this RFP. The narrative shall include, at a minimum, the extent on which statistical sampling techniques will be utilized, the approach that will be used to review the adequacy of the Authority's system of internal controls, the approach that will be used in auditing Information Technology, the approach that will be used in testing for legal and regulatory compliance, and the method and work plan for auditing pending GASB pronouncements in the initial contract year and/or in subsequent years.

- 3) **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.
- 4) **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.
- 5) **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.
- 6) **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.
- 7) **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.
- 8) **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.

SECTION 7

THE EVALUATION PROCESS

The BRAA will be responsible for selecting from among the Proposals received. It is anticipated, but not required, that the process of evaluation for this RFP proceed in the following manner:

7.1 REVIEW OF PROPOSALS

The Auditor Selection Committee will first review each Proposal for responsiveness to the terms and conditions of the RFP. The Auditor Selection Committee reserves the right to reject any and all Proposals and to waive any minor irregularities or technicalities. The Auditor Selection Committee shall have the right to inspect the facilities and organization of any Proposer, to make inquiries, to ask for further information, or to take any other action to determine the best Proposer and Proposal for the performance of the services. The Auditor Selection Committee shall have the right to extend the date for the receipt of Proposals and all other dates set forth in this RFP. The Auditor Selection Committee has the right to increase, decrease and adjust the Proposal Requirements hereunder, except where such requirements are required by Florida statutes.

7.2 REVIEW OF PROPOSALS FOR RESPONSIBILITY

Each Proposer will be reviewed to determine if the Proposer is a responsible Proposer. A responsible Proposer is a Proposer which the Auditor Selection Committee affirmatively determines in its sole discretion (prior to the award of a contract) has the capability in all respects to fully perform the contract requirements, the integrity and reliability that will assure good faith performance, and meets the Minimum Qualification requirements in this solicitation.

7.3 EVALUATION CRITERIA

Proposals will be evaluated by the Auditor Selection Committee, who will evaluate and rank Proposals on the criteria listed below. The Auditor Selection Committee will be appointed by the Boca Raton Airport Authority Board and comprised of a Board Member of the BRAA and appropriate members of the community with the appropriate experience and/or knowledge, as provided for in Section 218.391, F.S.. The criteria are itemized with their maximum scores for a maximum total of one hundred (100) points per Selection Committee member.

Max. Points	Criteria
0-30 pts	Overall understanding of the needs of the Authority as presented in the RFP including overall audit approach to meeting those needs
0-40 pts	Experience qualifications, and past performance including persons proposed for the project, resources, and references
0-10 pts	Ability of the Firm and personnel to meet Scope of Services as described
0-20 pts	Pricing

7.4 ORAL PRESENTATIONS

Upon initial completion of the criteria evaluation indicated above, including initial rating and ranking, the Auditor Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Auditor Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentation(s), the Auditor Selection Committee will perform a final review to re-evaluate, re-rate, and re-rank the Proposals remaining in consideration based upon the written documents, combined with the oral presentation. In such circumstances, the initial ranking of the Proposers shall be considered a preliminary ranking until after the oral presentations are completed.

7.5 PRICE OFFERS AND EVALUATION

After the evaluation of the technical areas of the Proposal, the Auditor Selection Committee will evaluate the price aspects of the Proposal. The pricing will be evaluated subjectively in combination with the technical areas of the Proposal, including an evaluation of how well it matches the Proposer's understanding of the BRAA's needs described in this solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest-ranked Proposer.

7.6 CONTRACT AWARD

Any contract resulting from this solicitation will be submitted to the Board for approval. All Proposers will be notified in writing when the Auditor Selection Committee makes an award recommendation. The contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the Board to be in the best interest of the BRAA. Notwithstanding the rights of protest listed herein, the Board's decision of whether to make the award and to which Proposer shall be final.

SECTION 8
PRICING INFORMATION

8.1 PRICING PROPOSAL

Proposers must state the prices, fees, and rates that will be charged to the BRAA for performing the proposed services.

The pricing information shall be clear and unambiguous to allow the Auditor Selection Committee to compare the prices from the different Proposers. Pricing that is unclear and ambiguous may be determined by the BRAA to be grounds for rejection of the proposal.

Service Type:	Annual Rate
Fiscal Year 2020 Financial Audit	\$
Fiscal Year 2021 Financial Audit	\$
Fiscal Year 2022 Financial Audit	\$
Fiscal Year 2023 Financial Audit, optional renewal	\$
Fiscal Year 2024 Financial Audit, optional renewal	\$
As Needed:	
State Single Audit	\$
Federal Single Audit	\$
Additional Services:	Hourly Rates
Partner	\$
Audit Manager	\$

SECTION 9
PROPOSAL SUBMITTALS

9.1 FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the BRAA if the Proposer is determined to be the most responsive and responsible Proposer.

- a. Acknowledgment of Addenda
- b. Proposal Submittal Signature Page
- c. Conflict of Interest Disclosure Form
- d. Notification of Public Entity Crimes Law
- e. Drug-Free Work Place
- f. Non-Collusion Affidavit
- g. Truth-In-Negotiation Certificate

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 _____

Addendum #2, Dated _____

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

Firm Name

Signature

Name and Title (Print or Type)

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:

Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Prompt Payment Terms: _____ % _____ days' net _____ days

Signature: _____

(Signature of authorized agent)

Print Name: _____

Title: _____

Date: _____

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:

Firm Name

Signature

Name and Title (Print or Type)

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:

Firm Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

_____ 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:

Firm Name

Signature

Name and Title (Print or Type)

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

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 _____ of _____, the Proposer that has submitted a Proposal to perform work for the following:

RFP No.: _____ Title: _____

- 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 Proposer, 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 _____ day of _____, 20____,
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: _____

Title: _____

Date: _____

Signature: _____

SECTION 10

SAMPLE AGREEMENT FORMAT

Below is the standard agreement format for this Request for Proposals. This is a sample agreement only and is subject to revisions. PLEASE DO NOT COMPLETE.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the Boca Raton Airport Authority, an Florida independent special district (“BRAA”), whose address is 903 NW 35th Street, Boca Raton, Florida 33431, and _____, a Florida corporation (hereafter referred to as “Contractor”), whose address is _____ .

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.<Number>, and the Contractor’s response thereto, all of which are incorporated herein by reference.

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. <Number>, 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 attached hereto as Exhibit A, and as further identified in the specifications accompanying the BRAA’s Request for Proposal No. <Number>, 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. <Number>.

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 ____ day of _____, 20__ through the ____ day of _____, 20__, unless terminated earlier by the BRAA, with _____, ____-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 35TH STREET, BOCA

RATON, FL 33431. THE CUSTODIAN OF PUBLIC RECORDS MAY BE CONTACTED BY PHONE AT _____ OR VIA EMAIL AT _____.

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 twenty five mega-bytes (25 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 35th 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. _____.
3. Contractor's response to RFP No. _____ 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: _____

Exhibits to Contract

Exhibit A: Scope of Services

Exhibit B: Price list

Exhibit C: General Terms and Conditions

Exhibit D: Special Terms and Conditions

SECTION 11

EXHIBITS

- i. Exhibit A: Boca Raton Airport Authority Drug Free Workplace Policy

EXHIBIT A
BOCA RATON AIRPORT AUTHORITY DRUG
FREE WORKPLACE POLICY

BOCA RATON AIRPORT AUTHORITY DRUG-FREE WORKPLACE POLICY AND PROCEDURES

Article I: Introduction

The Boca Raton Airport Authority (Authority) has a vital interest in maintaining a safe, healthy, and efficient working environment. An employee under the influence of a drug or alcohol on the job or the use, sale, purchase, transfer, or possession of an illegal drug or alcohol in the workplace poses unacceptable risks for safe, healthy, and efficient operations to other employees, tenants, users, and the public. The Authority is obligated to the public and its employees to provide services that are free of the influence of illegal drugs and alcohol and will endeavor to provide drug- and alcohol-free services. The Authority complies with federal and state rules, regulations and laws that relate to the maintenance of a workplace free from illegal drugs and alcohol.

The Airport Authority's health insurance includes an Employee Assistance Program for those who wish to voluntarily seek treatment for a drug or alcohol program. The Authority shall provide a drug awareness program in the form of employee training. Additional information on drug and alcohol assistance programs can be found through the Substance Abuse Mental Health Program operated by the Florida Department of Children and Families by visiting MyFLFamilies.com.

Article II: Definitions

- a. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol.
- b. "Alcohol concentration." The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under this part.
- c. "Alcohol screening device (ASD)." A breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on a conforming products list (CPL) for such devices.
- d. "Chain of custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, and storing specimens and reporting test results.
- e. "Confirmation test", "confirmed test", or "confirmed drug test" means a second analytical procedure used to identify the presence of a specific drug or metabolite

- in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
- f. "Drug" means amphetamine; marijuana; cocaine; opiates, and phencyclidine (PCP).
The Authority may test an individual for any or all of such drugs.
 - g. "Drug rehabilitation program" means a service provider, established pursuant to Florida Statute 397.311 (43), that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.
 - h. "Drug test" or "test" means any chemical, biological, or physical instrumental analysis administered by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration for the purpose of determining the presence or absence of a drug or its metabolites.
 - i. "Employee" means any person who works for salary, wages, or other remuneration for the Authority.
 - j. "Employee Assistance Program" (EAP) means an established program capable of providing expert assessment of employee personal concerns; confidential and timely identification services with regard to employee drug abuse; referrals of employees for appropriate diagnosis, treatment, and assistance; and follow up services for employees who participate in the program or require monitoring after returning to work. If, in addition to the above activities, an employee assistance program provides diagnostic and treatment services, these services shall in all cases be provided by service providers pursuant to Florida Statute 397.311(43).
 - k. "Employer" means the Authority.
 - l. "Medical review officer" or "MRO" means a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.
 - m. "Prescription or nonprescription medication" means a drug or medication obtained pursuant to a prescription as defined by Florida Statutes 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.
 - n. "Reasonable-suspicion drug testing" means drug testing based on a belief that an employee is using or has used drugs in violation of the Authority's Drug-Free Workplace drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:
 - 1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
 - 2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

3. A report of drug use, provided by a reliable and credible source.
 4. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
 5. Information that an employee has caused or contributed to an accident while at work.
 6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
- o. "Specimen" means tissue, hair, or a product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

Article III – Statement of Drug Free Work Place Policy

In order to achieve these desired standards, the Authority prohibits possession of alcohol and/or illegal drugs in Authority vehicles, illegal drugs from being brought on the airport premises, the use of alcohol and/or illegal drugs during the workday, the unlawful manufacture, distribution, dispensation or use of alcohol or controlled substances not prescribed for use by a licensed physician in the workplace, and further prohibits Authority employees from working while impaired or under the influence of legal or illegal drugs, alcohol, and other substances.

Section One. As a condition of employment, all employees are required to abide by the terms of this procedure and to notify Authority management of any criminal drug statute violation or any conviction for a violation occurring in the workplace no later than five days after such conviction.

Section Two. To maintain a safe and healthy work environment and to ensure compliance with state and federal laws, the Authority authorizes, at its expense, drug testing under the circumstances and conditions defined within this procedure.

Section Three. Employees found to be under the influence of alcohol or controlled substances or refusing to be tested when an accident or injury occurs may forfeit their eligibility for medical and indemnity benefits through the Authority's Workers' Compensation benefits and may be subject to disciplinary action up to and including termination.

Section Four. Employees who violate any of the alcohol or controlled substance use prohibitions shall be removed immediately from performing the duties of their positions.

Section Five. When the use of alcohol or controlled substances by an employee is confirmed through an authorized test, disciplinary action shall be in accordance with Authority

Personnel Procedures. Under no circumstance will the employee be allowed to return to a position and/or task until a return to work test has been conducted and test results obtained.

Article IV - Alcohol and Drug Use Prohibitions.

The sale and/or distribution of drug(s), as defined in Article II, Section f of the Definitions, on Authority premises by an employee shall result in immediate termination or suspension without pay pending an investigation and may be reported to the appropriate law enforcement agency. Employees who are convicted or sentenced for on or off-the-job illegal drug activity will be considered in violation of this policy and subject to disciplinary action up to and including termination of employment. The term "sentenced" shall include, but not be limited to, sentencing as a result of no contest pleas. Employees must report any conviction under a criminal drug statute for violation occurring on or off duty. Such a report must be made within five (5) days after the employee receives notice of the conviction.

Article V – Alcohol and Drug Testing.

Section 1. Mandatory Testing. The conditions and circumstances for conducting drug testing are defined below. Refusal to submit to an alcohol or drug test/analysis when required by the Authority in accordance with these procedures or refusal to sign a testing consent form, may constitute insubordination, be grounds for disciplinary action up to and including dismissal. Any of the following behavior may be considered refusal to the test:

- a. Inability to produce sufficient quantities of urine (within a reasonable time) without a valid medical explanation by a medical doctor.
- b. Tampering with or attempting to adulterate the specimen.
- c. Interfering with the collection procedure.
- d. Not immediately reporting to the collection site; failing to remain at the collection site until the collection process is complete; or having a test result reported by an MRO as adulterated or substituted. An employee must report to the testing site immediately upon notification. Immediately is defined as within ninety (90) minutes, unless otherwise authorized by the employee's department director.

Section 4. Post-Accident Testing. Post-accident testing may be considered a form of reasonable suspicion testing. Post-accident testing shall be conducted on any employee who has caused or contributed to an accident while at work. Employees who are subject to post-accident testing will remain readily available for the test or may be deemed to have refused the tests. Employees are not prohibited from leaving the scene of the accident for the periods of time necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Section 5. Reasonable Suspicion Testing. All employees are subject to reasonable suspicion testing. Supervisors are responsible for monitoring employees for alcohol and drug use and contacting their department director or another director or manager when

there is reasonable suspicion that an employee is under the influence of alcohol or drugs. Reasonable suspicion may include but is not limited to: observable behavior such as drowsiness or sleepiness, slurred or incoherent speech, unusually aggressive behavior, mood swings, lack of coordination, multiple workplace accidents or outside information indicating that the individual may be under the influence or involved with use and/or distribution of alcohol or drugs.

- a. Supervisors who have reasonable suspicion that an employee is under the influence of alcohol or drugs while on duty must prevent the employee from further engaging in work, and should take reasonable steps to prevent the employee from leaving the workplace, as practicable. Appropriate law enforcement personnel should be notified if the employee is suspected of being impaired and has left the workplace while operating a motorized vehicle.
- b. Supervisors are encouraged to seek a second member of management to confirm initial suspicion.
- c. The Supervisor must document the facts upon which he/she concluded that reasonable suspicion existed to initiate drug testing, including but not limited to, the completion of the Unusual Behavior Observation Form and the completion of signed statements by other credible witnesses, as applicable. Such documentation shall be completed and given to the Department Director and/or Executive Director no later than 48 hours after the events that triggered the Supervisor's determination, and must be kept confidential and exempt from disclosure under the Public Records Law, Florida Statutes 119.07; however, this documentation will be provided to the employee, upon request.
- d. The Supervisor must notify the employee in writing of the need for testing. A member of management should be present whenever possible.
- e. If the drug testing company is not able to provide testing on site, the supervisor must coordinate or arrange for transportation of the employee directly to the designated testing facility.
- f. The supervisor is responsible to ensure the employee completes the Authority's Reasonable Suspicion form prior to testing.
- g. Alcohol testing shall be conducted by use of an alcohol screening device to detect alcohol concentrations in breath or saliva. Any alcohol concentration greater than 0.04 is considered a positive test result for alcohol.

Section 6. Post-Testing Procedures.

- a. Upon completion of the drug testing, supervisors must coordinate or arrange for transportation directly to the employee's residence. However, employees may transport themselves in the event of routine post-accident testing when the employee does not exhibit signs of impairment at the time the test is completed or in cases of random testing.
- b. Where testing has occurred as a result of an accident or a finding of reasonable suspicion, the employee will be placed on paid administrative leave pending receipt of the test results.
- c. The Executive Director shall contact the employee's department director when the

results are received and the employee is cleared to return to work. The Director must then notify the employee to return to work within a reasonable period of time or arrange to use accrued vacation or personal leave for the remainder of that working day.

- d. Follow Up Testing: If the employee in the course of employment enters an employee assistance program or an alcohol and drug rehabilitation program for drug-related problems as the result of a positive drug screen conducted on the basis of reasonable suspicion, the Authority will require the employee to submit to a drug test as a follow-up to such program, on an annual basis for up to two years after the completion of the program. If the employee voluntarily enters a program, the Authority may require the employee to submit to a drug test as follow-up to such program, in the same manner.

Section 7. Testing Laboratory. The laboratory used to analyze initial and confirmation testing will be licensed by the Agency for Health Care Administration to perform such tests.

Section 8. Medical Review Officer. The Authority may contract with or otherwise designate or employ a Medical Review Officer (MRO), who is responsible for interpreting and evaluating an employee's test result.

- a. If the initial test is positive, the MRO will contact the employee or applicant directly by telephone to discuss the possible use of prescription or non-prescription medications. An employee or applicant who receives a positive confirmed test result may contest or explain the result to the MRO within five working days after receiving the written notification of the test result. If the employee's or applicant's explanation or challenge is unsatisfactory in the professional judgment of the MRO or where the employee or applicant fails to speak to the MRO, does not return MRO messages, or if the MRO is unsuccessful in contacting the employee or applicant at the number provided, the MRO shall report a positive test result back to the Authority.
 - ii. If the MRO informs the Authority that a drug test sample was diluted or contaminated, the Authority will treat the test as a verified positive test. The Authority will not direct the employee to take another test based on the fact that the specimen was diluted or contaminated, where there is objective evidence that the employee was responsible for the dilution or contamination.

Section 9. Positive Results. Upon determination of a positive test for alcohol and/or a controlled substance, regardless of the levels:

- a. The employee must be removed from any and all work tasks for a minimum of 24 hours. The employee may not perform any safety-sensitive functions until the employee has been administratively returned to work in his/her full capacity,

including but not limited to:

1. Driving any vehicle, or equipment when he/she could potentially injure him/herself or others.
 2. Operating any dangerous equipment such as chain saws, riding mowers, etc.
 3. Performing any flagging or other work zone activities where he/she could create a greater hazard to him/herself, other employees, the public and/or cause property damage.
 4. Conducting any operations such as lockout/tagout.
- b. An employee who is determined to have tested positive for alcohol and/or a controlled substance will be referred to the Employee Assistance Program (EAP) for evaluation and treatment and/or referral to an alcohol or drug rehabilitation program. Said treatment program and follow-up testing will be at the employee's own expense.
- c. The Authority shall not terminate an employee on the basis of his/her first confirmed positive test unless:
1. The employee has either refused to participate in the EAP and/or an alcohol or drug rehabilitation program or has failed to successfully complete such program(s), as evidenced by withdrawal from the program before its completion or a report from the program indicating unsatisfactory compliance, or by a positive test result on a confirmation test after completion of the program; or
 2. The employee has failed or refused to sign a written consent form allowing the Authority to obtain information regarding the progress and successful completion of the Employee Assistance program and/or alcohol and drug rehabilitation program.
 3. Employees who receive positive test results and choose not to resign or receive assistance will be terminated.
- d. Any employee electing to participate in the EAP and alcohol or drug rehabilitation program, shall be subject to follow-up testing until it can be ascertained they have successfully completed the rehabilitation process. Follow-up testing shall be under the supervision of the EAP. Upon successful completion of the EAP or an alcohol and drug rehabilitation program, the employee shall be reinstated to the same or equivalent position that was held prior to such rehabilitation unless the employee was on a leave of absence without pay, in which case return to a position cannot be guaranteed. The Authority's policies regarding a "leave of absence" apply to employees who have been placed on an administrative leave of absence without pay due to a positive test result.
- f. Within five working days after receiving notice of a positive confirmed test result, the employee may submit information to the Authority explaining or contesting the test results and explaining why the result does not constitute a violation of this procedure. The employee will be notified in writing if the explanation or challenge is unsatisfactory to the Authority and, if so, why the employee's explanation is unsatisfactory, along with the report of the confirmed positive results. All such

documentation will be kept confidential by the Authority and retained for at least one year, or as otherwise provided by the Florida Public Records law, whichever is longer.

Section 10. Harassment/Retaliation/Discrimination and Obligation to Report. The Authority will not tolerate harassment, retaliation or discrimination against any employee who, in good faith and based upon reasonable suspicion, reports or investigates an alleged violation of this procedure. The Authority shall take appropriate disciplinary action up to and including termination of employment against employees for any harassment, retaliation or discrimination actions or activities related to the reporting of violation of this procedure.

Additionally, any employee who has knowledge of or reasonably suspects an employee's illegal drug or alcohol use in violation of this procedure has the obligation to report such activity immediately to his or her supervisor, department director or the Executive Director. Employees who fail to report such activity or who are not forthright during an investigation regarding an employee's alleged drug or alcohol use in violation of this procedure are subject to disciplinary action up to and including termination of employment.

Section 11. Confidentiality – Records. Employee drug and alcohol testing records are confidential. Test results and other confidential information may be released only to the Authority and the EAP professional. Any other release of this information is only with the employee's consent. If an employee initiates a grievance, hearing, lawsuit, unemployment compensation claim, or other action as a result of this procedure, then the Authority may release relevant information to the decision maker and in accordance with Chapter 440, Florida Statutes.

Section 12. Confidentiality - Reporting of Medication Use. Employees must realize that certain medications may alter or affect a drug test. An employee could possibly test positive for a drug when taking medications prescribed by a doctor or bought over the counter at a pharmacy.

Employees who want more technical information about medications may consult the testing site. To avoid the potential problems created by a false test result, procedures have been implemented to permit employees to confidentially report the use of medications.

Employees may report the use of medications on the back of the copy of the chain of custody form after the specimen is collected. Medications known to alter or affect a drug test are listed below:

AMPHETAMINES: Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ioamine, Fastine

MARIJUANA: Marinol (Dronabinal, THC)

COCAINE: Cocaine HCl topical solution (Roxanne)

PHENCYCLIDINE: Not legal by prescription; PCP, Angel Dust

OPIATES: Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine
Codeine Empirin with Codeine, APAP with Codeine, Aspirin with Codeine,
Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine
Expectorant,
Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate),
Percodan, Vicodin, Tussi-organidine, et

ALCOHOL: Liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol; Comtrex is 20% (40 proof); Contac Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof)