



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

REQUEST FOR PROPOSAL

RFP NO.: 2022-BRAA-005

Safety Management Systems Software Acquisition

DUE DATE AND TIME: 05/17/22 2:00 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 of all requested material to:

Boca Raton Airport Authority, front lobby reception desk
903 NW 35th St
Boca Raton, FL 33431
RE: RFP 2022-BRAA-005

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 2:00 P.M., EASTERN STANDARD TIME (EST), ON DATE.

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.

All Proposals will be publicly opened at the BRAA unless otherwise specified. 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,

and 4 duplicate hard copies. 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 Operations Director travis@bocaairport.com. Requests for clarification and additional information must be received by the Deadline for Requests for Clarification on: 5/3/2022 2:00PM

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

LEGAL ADVERTISEMENT

REQUEST FOR PROPOSAL NO. 2022-BRAA-005

SMS Software Acquisition

The Boca Raton Airport Authority (“BRAA”) is soliciting proposals from qualified companies for Safety Management System Software in accordance with the terms, conditions, and specifications contained in this Request for Proposal.

Request for Proposal documents are available beginning 4/17/2022 on the Boca Raton Airport Authority website at www.bocaairport.com or by contacting the Boca Raton Airport Authority by e-mail at travis@bocaairport.com or by phone at (561) 391-2202.

Date of Advertisement:	4/17/22	
Date of Pre-Bid Meeting	4/26/2022	2:00PM
Deadline for Requests for Clarification:	5/3/2022	2:00PM
Deadline for Submission of Proposals:	5/17/2022	2:00PM

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 proposers, 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: 4/17/2022

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 Safety Management Systems Software.
- 1.2 The BRAA intends to award a contract(s) for ?? years with the option to renew for an additional ?? single year terms, at the BRAA's sole discretion>.
- 1.3 The Method of Award for this solicitation will be of the RFP method and 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	4/17/22
b.	Institute Cone of Silence	5/3/22 2:00PM
c.	Deadline for Delivery of Questions	5/3/22 2:00PM
d.	Due Date and Time (for delivery of Proposals)	5/17/22 2:00PM
e.	Evaluation by the Executive Director or Qualifications Evaluation Committee (QEC)	TBD
f.	Interviews (if conducted)	TBD
g.	Final Evaluations	TBD

1.5 MEETING LOCATIONS

Optional Pre-Bid meeting and site visit: Tuesday 4/26/22 2:00PM

Join Zoom Meeting

<https://us06web.zoom.us/j/86700121977?pwd=WTg5cmV6U2JuQnlxZk94WTR4d3Bwdz09>

Boca Raton Airport Authority Administration Building

903 NW 35th St, Boca Raton, Florida, 33431

SECTION 2

GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

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

2.2 CONE OF SILENCE

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

2.3 ADDENDUM

The Executive Director may issue an addendum in response to any inquiry received, prior to the due date for Proposals, which changes, adds, or clarifies the terms, provisions, or

requirements of the solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the solicitation document or in the addenda issued. Where there appears to be a conflict between the solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. The Proposer is required to submit with its Proposal a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

2.4 LEGAL REQUIREMENTS

This solicitation is subject to all legal requirements contained in the BRAA enabling act (House Bill No. 1675), the applicable BRAA by-laws, resolutions, rules and regulations, standard operating policies, insurance standards, and 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 receives the letter. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

2.7 CONFLICTS WITHIN THE SOLICITATION

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

Special Conditions, and then the General Terms and Conditions.

2.8 PROMPT PAYMENT TERMS

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

2.9 DISCOUNTS (PROMPT PAYMENTS)

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

2.10 PREPARATION OF PROPOSALS

- a. The Proposal submittal forms define requirements of the services to be performed or the items to be purchased, and must be completed and submitted with the Proposal. Use of any other forms will result in the rejection of the Proposal. The Proposal submittal forms must be legible. Proposers shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Proposal to be rejected.
- b. An authorized agent of the Proposer's firm must sign the Proposal submittal forms where indicated. Failure to sign the Signature Page of the Proposal shall render the Proposal non-responsive.
- c. The Proposer must identify any exceptions it takes to the terms and conditions of the solicitation and contract. Exceptions will not automatically result in the Proposer being deemed non-responsive; however, such a determination is at the discretion of the BRAA. Proposers are cautioned that they may be considered non-responsive if Proposals are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- d. The Proposer may submit alternate Proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".

- e. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- f. Late Proposals will not be accepted and will be returned to the sender unopened. It is the Proposer's responsibility to ensure timely delivery by the due date and time, and at the place stated in this solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

2.11 CANCELLATION OF SOLICITATION

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

2.12 PRE-AWARD INSPECTION

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

2.13 AWARD OF CONTRACT

- a. This contract may be awarded to the responsive and responsible Proposer meeting all requirements as set forth in the solicitation. The BRAA reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The BRAA shall be the sole judge of its best interest.
- b. The BRAA reserves the right to reject any and all Proposals if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the BRAA's best interest to do so.
- c. The Proposer's prior performance as a prime contractor or subcontractor on previous BRAA contracts shall be taken into account in evaluating the Proposal received for this solicitation.
- d. The BRAA will provide a copy of the ranking and scores to all Proposers responding to this solicitation.
- e. The Bid Solicitation, any addenda and/or properly executed modifications, the signed Agreement, the purchase order (if any), and any change order(s) shall constitute the contract.
- f. Award of this Proposal may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- g. 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 Proposer 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 15 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 Bidder'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 Bidder.

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

2.33 ACCESS AND AUDIT OF RECORDS

The BRAA reserves the right to require the selected Proposer to submit to an audit by an auditor of the BRAA's choosing at the selected Proposer's expense. The selected Proposer shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours. The selected Proposer shall retain all records pertaining to this contract, and upon request, make them available to the BRAA for three (3) years following

expiration of the contract. The selected Proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the BRAA to ensure compliance with applicable accounting and financial standards.

2.34 COMPLIANCE WITH FEDERAL STANDARDS

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

2.35 BINDING EFFECT

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

2.36 SEVERABILITY

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

2.37 GOVERNING LAW AND VENUE

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

2.38 ATTORNEY'S FEES

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

2.39 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The BRAA complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to

assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.

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

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

2.40 MINIMUM WAGE REQUIREMENTS

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

2.41 PUBLIC RECORDS

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

The selected Proposer(s) shall keep and maintain public records and fully comply with the requirements set forth at

Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this solicitation.

2.42 CONFLICTS OF INTEREST

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

2.43 PUBLIC ENTITY CRIMES

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

2.44 TAXES

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

2.45 FORCE MAJEURE

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

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.

- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d. The non-performing party uses its best efforts to remedy its inability to perform.

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

2.46 NOTICES

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

2.47 OWNERSHIP OF WORK PRODUCT

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

2.48 SHIPPING TERMS

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

2.49 PREFERENCE FOR FLORIDA BUSINESSES

Pursuant to Section 287.084, Florida Statutes, where a bid involves the purchase of personal property, a Proposer or Bidder whose principal place of business is in outside this state shall provide the BRAA with a written opinion of an attorney at law to practice law in that foreign state, as to the preferences, if any or no one, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Where the Proposer or Bidder has a principal place

of business in a state or political subdivision of a state that grants a preference to businesses within that state, then the BRAA will grant a preference to Proposers or Bidders with a principal place of business within the State of Florida. Where the Proposer or Bidder has a principal place of business outside the state of Florida, and that state does not grant a preference to vendors having a principal place of business in that state, then the BRAA shall grant a preference of 5 percent to the lowest responsible and responsive Proposer having a principal place of business in the State of Florida.

2.50 PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACES

Pursuant to Section 287.087, Florida Statutes, the BRAA shall give preference to a business that certifies that it has implemented a drug-free workplace program consistent with the requirements for such programs set forth in Section 287.87, Florida Statutes, when two or more bids that are equal with respect to price, quality, and service.

2.51 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes, any company that at the time of bidding is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, or is engaged in business operations in Cuba or Syria, is ineligible for and may not bid or enter or renew a contract for goods or services of \$1 million or more, except as provided in Section 287.135(4), Florida Statutes. A Proposer for a contract for goods or services of \$1 million or more must certify that it is not on the list of Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, and is not engaged in business operations in Cuba or Syria. Any contract for goods or services of \$1 million or more is subject to termination at BRAA's option if the selected Proposer is found to have submitted a false certification, or that it has been placed on the list of the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, or is engaged in business operations in Cuba or Syria.

2.52 E-VERIFY REQUIREMENTS

The Proposer warrants compliance with all federal immigration laws and regulations that relate to their employees and subcontractors. The Proposer agrees and acknowledges that the BRAA is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, *Florida Statutes*, and that the provisions of F.S. Sec. 448.095 apply to this Contract. Notwithstanding the provisions of Section 2.32 "Termination," if the BRAA has a good faith belief that the selected Proposer has knowingly hired, recruited or referred an alien for employment under this Contract who is not duly authorized to work by the immigration laws or the Attorney General of the United States, the BRAA shall terminate this Contract. If the BRAA

has a good faith belief that a subcontractor knowingly hired, recruited or referred an alien for employment under this Contract who is not duly authorized to work by the immigration laws or the Attorney General of the United States, the BRAA shall promptly notify the selected Proposer and order the selected Proposer to immediately terminate its contract with the subcontractor. The selected Proposer shall be liable for any additional costs incurred by the BRAA as a result of the termination of this Contract based on the selected Proposer's failure to comply with E-verify requirements referenced herein.

2.53 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) The Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the BRAA is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, *Florida Statutes*, and that the provisions of F.S. Sec. 448.095 apply to this Contract.
- .

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 companies to provide Software that will be used to integrate and manage a Safety Management Systems program for the BRAA.

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

3.2 LIMITATIONS

The following limitations are applicable to this solicitation:

N/A

3.3 GENERAL STANDARDS

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

3.4 DEFAULT/REMEDIES

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

- d. In the event of default on the part of the selected Proposer, the BRAA may take such action as it deems appropriate including legal action for compensatory and/or special damages, or specific performance.

3.5 INSURANCE

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

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

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

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

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

3.6 PERFORMANCE BOND/LETTER OF CREDIT

Intentionally Omitted

3.7 CERTIFICATIONS

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

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

3.8 METHOD OF PAYMENT: MONTHLY INVOICES; ADVANCE PAYMENT

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

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

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

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

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 \$_____ or _____% of the total Contract price. The BRAA reserves the right to request repayment of any or all part of the advance payment at any time and withhold further payments until repayment is made. On completion or termination of the contract, the BRAA shall deduct from the amount due to the selected Proposer all advance payments not repaid plus interest.

3.9 SUBCONTRACTING IS NOT ALLOWED

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

OR

~~3.9 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED~~

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

3.10 OTHER FORMS OR DOCUMENTS

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

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

3.11 MODIFICATION OF SERVICES

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

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

3.12 STORAGE OF MATERIALS

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

SECTION 4
SCOPE OF SERVICES

PART A - PURPOSE AND GENERAL INFORMATION

4.1 PURPOSE

The Purpose of this RFP is to seek proposals from vendors to provide Safety Management Systems software services to the BRAA.

4.2 SCOPE OF WORK TO BE PERFORMED

The BRAA will be awarding this contract as one contract award for the items listed as “base bid” with the options to add on additional items listed below based on price.

SMS – base bid

1. Website portal for tenants and airport users to easily report and track hazards.
2. Ability to monitor and provide updates regarding hazards, incidents, and accidents.
3. Tracking ability of hazard reports and document when mitigation is performed.
4. Software may be either cloud or web based and must be accessible on multiple devices.
5. Ability to be used to track wildlife management including being reporting strikes or wildlife hazard mitigation activities.
6. Software shall be easily tailorable to the specific needs of the BRAA.
7. Initial setup and training on software use shall be included
8. Audit feature.
9. Proposal shall include a safety program development tailored around software capabilities.

Scope of services

4.3 STANDARDS TO BE FOLLOWED

Federal Aviation Administration standards and guidance related to SMS including but not limited to AC150/5200-37, Order 5200.11.

4.4 REPORTS TO BE ISSUED NA

4.5 SPECIAL CONSIDERATIONS NA

4.7 ADDITIONAL SERVICES Proposer should list any additional features of the software or capabilities.

PART B - DESCRIPTION OF THE BRAA

4.8 BACKGROUND

Located in the beautiful city of Boca Raton, the Boca Raton Airport is one of the premier general aviation facilities in the Southeast. Situated off of I-95, midway between West Palm Beach and Ft. Lauderdale, the Airport's convenient location puts you just minutes from business centers, arts and entertainment, shopping and beaches.

Easy access, advanced infrastructure, and extensive amenities are among the many reasons countless pilots, travelers, and charters choose the Airport for their aviation needs. The Airport averages over 60,000 operations annually, including private aviation, corporate travel, and air taxi operations. Including single engine, multi engine, and helicopters, nearly 300 aircraft are based at the Airport.

A true asset for the State of Florida, the Airport encompasses 214 acres between Spanish River Boulevard and Glades Road. The Airport's runway 5/23 is 6,276 feet long and 150 feet wide, with a full-length 40-foot wide parallel taxiway.

To maintain safe and organized air traffic, there is an FAA Contract Tower located on the field. The Tower is open daily from 7:00 AM to 11:00 PM, and manned with a team of highly trained, professional air traffic controllers.

Making air travel as easy as possible, two full-service [Fixed Based Operators \(FBOs\)](#) are located at the Airport. Each FBO offers a range of amenities, such as fueling, ground handling, aircraft storage, conference rooms, catering, and limousine service.

In 2018, the Airport opened an onsite Customs and Border Protection facility, enabling international flights to fly directly into the Boca Raton Airport instead of first stopping at another airport to go through customs. By eliminating this stop before arrival, the number of low altitude flights will be greatly decreased, which enhances safety for pilots, passengers, and individuals on the ground in and around the Airport.

The Airport is completely self-sustaining, receiving no local, county, or state property or sales taxes. All funds for operations and maintenance come from BRAA revenue generated through land leases and fuel flow fees paid solely by users of the Airport.

Capital improvements or development programs are funded through a combination of BRAA revenue and grants from both the Federal Aviation Administration and the Florida Department of Transportation, which are comprised of fees collected through a gas tax levied on users of airports throughout the state.

4.9 FEDERAL AND STATE FINANCIAL ASSISTANCE

The BRAA receives both FAA and FDOT grants.

SECTION 5

MINIMUM QUALIFICATIONS AND EXPERIENCE

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 the services related to the RFP for a minimum of 5 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 5 years prior to the Due Date and Time.

5.2 The Proposer must hold a Florida State license and/or 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 and/or subcontractor is:

a. Certified under Florida Statutes, as follows:

- (If none are listed, no certifications required under Florida Statutes apply to this RFP)

b. List other certificates as appropriate.

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 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.

5.5 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)

5.6 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.

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

5.8 If the Scope of Services requires access to the BRAA Customs and Border Patrol facility or other the secure areas, the Proposer must provide proof that it can pass the applicable federal security requirements as further set forth in the Scope of Services.

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

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 Proposer is a joint venture, limited liability company or partnership, and the Proposer's shareholders owning greater than 10% of Proposer's stock if the Proposer is a corporation.

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 qualifications to perform the services.
- 2) **Bankruptcy, Litigation & Contract Dispute Information:** Proposer is required to provide the BRAA with a complete list and description of all lawsuits, litigation, claims, arbitrations, and administrative hearings brought by or against the Proposer, its parent or subsidiaries, predecessor organizations, any of its wholly-owned subsidiaries, or any of its owners or officers during the last (5) years. The list shall include all case names; case, arbitration, or hearing identification

numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the matter or the current status if the matter is not final

- 3) **Criminal History Information:** A complete list and description of all criminal proceedings or hearings concerning offenses in which the Proposer, its owners, officers, predecessor organization(s), or wholly owned subsidiaries were defendants. Proposer shall include in this list any criminal proceedings or records that have been sealed by a court.
- 4) **Negative Contract Performance Information:** A complete list and description of all terminated or rescinded contracts to which Proposer was a party. This list must also include the circumstances under which the contract was terminated or rescinded. In addition to contracts that were terminated or rescinded, the list must include contracts pursuant to which Proposer was assessed liquidated damages or any other contractual monetary penalty as a result of delay or any other reason.
- 5) **Debarment History Information.** A complete list of all cases of debarment filed, pending, or resolved by any public entity during the last five (5) years prior to the Due Date and Time, whether such actions were brought by or against the Proposer, any parent or subsidiary of the Proposer, or any predecessor organization. If the Proposer is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
- 6) **Financial Terms:** Proposer must provide the BRAA with the financial terms of its proposal, including a description of all services included within lump sums, any applicable hourly rates for performance of the service or some portion of the service, estimates of the number of hours likely to be incurred per year (for each element of the service for which it lists an hourly rate), an explanation of whether and how products, parts and equipment will be paid for by the BRAA (and whether the Proposer will charge a mark-up on such products, parts and equipment), and any other aspect of the financial terms necessary for a full understanding of the Proposal.
- 7) **Statement of Offer:** The Proposal must contain the Proposal Submittal Signature Page containing the statement of offer that is signed by an official having authorization to contractually bind the company or firm.

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 Executive Director will first review each Proposal for responsiveness to the terms and conditions of the RFP. The Executive Director reserves the right to reject any and all Proposals and to waive any minor irregularities or technicalities. The Executive Director 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 Executive Director shall have the right to extend the date for the receipt of Proposals and all other dates set forth in this RFP. The Executive Director has the right to increase, decrease and adjust the Proposal Requirements hereunder.

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 Executive Director affirmatively determines in his or her 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 Executive Director or the Qualifications Evaluation Committee, as appropriate, and will evaluate and rank Proposals on the criteria listed below. The Qualifications Evaluation Committee will be appointed by the Executive Director and comprised of the Executive Director and appropriate BRAA personnel and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge. The criteria are itemized with their maximum scores for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

Max. Points	Criteria
0-25 pts	Financial Terms
0-25 pts	Capability, Reliability, Experience
0-25 pts	Compatibility With BRAA Needs
0-25 pts	Software Ease of Use

7.4 ORAL PRESENTATIONS

Upon initial completion of the criteria evaluation indicated above, including initial rating and ranking, the Executive Director or the Qualifications Evaluation Committee may choose to conduct an oral presentation with the Proposer(s) which the Executive Director or the Qualifications Evaluation 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 Executive Director or the Qualifications Evaluation 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 Executive Director or the Qualifications Evaluation 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. The Executive Director or the Board, as applicable, reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of the BRAA.

7.6 NEGOTIATIONS

If the Executive Director and the Proposer(s) cannot reach agreement on a contract, the BRAA reserves the right to terminate negotiations and may, at the Executive Director's or designee's discretion, begin negotiations with the next highest-ranked Proposer(s). This process may continue until a contract acceptable to the BRAA has been executed or all Proposals are rejected. No Proposer shall have any rights against the BRAA arising from such negotiations or termination thereof.

7.7 CONTRACT AWARD

Any contract resulting from this solicitation will be submitted to the Executive Director or the Board for approval, as appropriate. All Proposers will be notified in writing when the Executive Director makes an award recommendation. The contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the Executive Director or the Board, as appropriate, to be in the best interest of the BRAA. Notwithstanding the rights of protest listed herein, the Executive Director or 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 Executive Director or the Qualifications Evaluation 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.

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
- h. Sample Performance Bond Format (if required, will be requested from the Proposer recommended for award)
- i. Sample Payment Bond Format (if required, will be requested from the Proposer recommended for award)
- j. Sample Letter of Credit Format (if required, will be requested from the Proposer recommended for award)

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

_____ (Company Name) _____ is a drug-free workplace and has a substance 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 by means of ___ physical presence or ___ online notarization, 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 50 megabytes (50 MB) in size including attachments, or certified U.S. Mail, (postage prepaid), return receipt requested, or other mail delivery service, such as UPS or Federal Express, to the following addresses:

As to the BRAA:

Boca Raton Airport Authority
903 NW 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

