



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

REQUEST FOR QUALIFICATIONS

RFQ NO.: 2025 BRAA-002 General Contractor Services

DUE DATE AND TIME: January 30, 2025, 3:00 P.M. (LOCAL TIME)

INSTRUCTIONS

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

Respondents 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: RFQ #Number

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.

RESPONSES MUST BE RECEIVED NO LATER THAN 3:00 P.M., EASTERN STANDARD TIME (EST), ON February 6, 2025.

BRAA will not accept electronically transmitted, late, or misdirected Responses. Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your Response 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 Responses will be strictly observed. The BRAA will not be responsible for late deliveries or mail delays. Each Response will be time/date stamped upon receipt. Responses received after the specified time and date shall be returned unopened.

Each hard copy Response submitted to the BRAA shall have the following information clearly marked on the face of the sealed package: Respondent’s name, return address, RFQ number, due date for Responses, and the title of the RFQ. Included in the envelope shall be a one (1) original hard copy, a signed Response Submittal Signature Page, and 4 duplicate hard copies. If the Response Submittal Signature Page is not included in the package as an original hard copy, the BRAA may deem the Response non-responsive. Responses 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 at travis@bocaairport.com. Requests for clarification and additional information must be received by the Deadline for Requests for Clarification on January 23, 2025, 3:00pm.

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

LEGAL ADVERTISEMENT

REQUEST FOR QUALIFICATIONS NO.

2025 BRAA-001 General Contractor Services

The Boca Raton Airport Authority (“BRAA”) is soliciting a qualified contractor to provide the following services General Contractor Services in accordance with the terms, conditions, and specifications contained in this Request for Qualifications.

Request for Qualifications documents are available beginning DATE 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:	January 5, 2025
Deadline for Requests for Clarification:	January 23, 2025, 3:00pm local time
Deadline for Submission of Responses:	February 6, 2025, 3:00pm local time

Written Responses 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.

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 respondents that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit responses to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Publish: January 5, 2025

Travis Bryan, Operations Director

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Last revised 9.10.24

SECTION 1: PROJECT OVERVIEW

- 1.1 The Boca Raton Airport Authority (“BRAA”), is soliciting Responses from qualified contractors to provide the following services: General Contractor Services
- 1.2 The BRAA intends to award a contract(s) for **3** years <with the option to renew for an additional two one year terms, at the BRAA’s sole discretion.
- 1.3 A contract will be awarded to the Respondent(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 RFQ	January 5, 2025
b.	Institute Cone of Silence	January 5, 2025
c.	Deadline for Delivery of Questions	January 23, 2025, 3:00pm
d.	Due Date and Time (for delivery of Responses)	February 6, 2025, 3:00pm
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

903 NW 35th St. Boca Raton FL 33431

SECTION 2: GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

- a. Response: Any statement(s) of qualifications submitted in response to this Request for Qualifications.
- b. Respondent: Person or firm submitting a Response to this Request for Qualifications.
- c. Solicitation or Request for Qualifications: This solicitation documentation, including any and all addenda.
- d. Response Submittal forms: Forms that must be completed and submitted with the Response as described in Section 8.
- e. BRAA or Authority: The Boca Raton Airport Authority.
- f. Contract or Agreement: This Request for Qualifications, 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 Respondent.
- g. Contractor: Selected Respondent that is awarded a contract to provide the services described in this RFQ to the BRAA.
- h. Responsible Respondent: Respondent that has the capability in all respects to fully perform the contract requirements, as stated in the Request for Qualifications, and the integrity and reliability that will assure good-faith performance.
- i. Responsive Respondent: Respondent whose Response conforms in all material respects to the terms and conditions included in the Request for Qualifications.
- 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 Respondent 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 RFQ or under Section 16 of the Procurement Code, is strictly prohibited from the date of advertisement of the solicitation through the final recommendation of award of a contract.

2.3 ADDENDUM

The Executive Director may issue an addendum in response to any inquiry received, prior to the due date for Responses, which changes, adds, or clarifies the terms, provisions, or requirements of the solicitation. The Respondent 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 Respondent's responsibility to ensure receipt of all addenda and any accompanying documentation. The Respondent is required to submit with its Response 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. 1049), 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 RESPONSE

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

2.6 WITHDRAWAL OF RESPONSE

A Response shall be irrevocable unless the Response is withdrawn as provided herein. A Response may be withdrawn by submitting a written letter to the Executive Director prior to the due date for Responses or ninety (90) days after the Response 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 Respondent.

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, the Response Submittal forms, or any addendum issued, the order of precedence shall be: the last addendum issued, the Response Submittal forms, the Scope of Services, 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 Respondent 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 Respondent may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the selected Respondent during the evaluation period. Respondents are requested to provide prompt payment terms in the space provided on the Response submittal forms signature page of the solicitation.

2.10 PREPARATION OF RESPONSES

- a. The Response Submittal forms define requirements of the services to be performed or the items to be purchased, and must be completed and submitted with the Response. Use of any other forms will result in the rejection of the Response. The Response Submittal forms must be legible. Respondents 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 Response to be rejected.
- b. An authorized agent of the Respondent's firm must sign the Response Submittal forms where indicated. Failure to sign the Signature Page of the Response shall render the Response non-responsive.
- c. The Respondent must identify any exceptions it takes to the terms and conditions of the solicitation and contract. Exceptions will not automatically result in the Respondent being deemed non-responsive; however, such a determination is at the discretion of the BRAA. Respondents are cautioned that they may be considered non-responsive if Responses are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- d. The Respondent may submit alternate Response(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Response must meet or exceed the minimum requirements and be submitted as a separate Response marked "Alternate Response".
- e. Late Responses will not be accepted and will be returned to the sender unopened. It is the Respondent'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 Qualifications 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 Respondent's premises or hold a pre-award qualification hearing to determine if the Respondent is capable of performing the requirements of this solicitation.

2.13 AWARD OF CONTRACT

- a. This contract may be awarded to the highest ranked responsive and responsible Respondent meeting all requirements as set forth in the solicitation. The BRAA reserves the right to reject any and all Responses, 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 Responses if it is determined to be in the BRAA's best interest to do so.
- c. The Respondent's prior performance as a prime contractor or subcontractor on previous BRAA contracts shall be taken into account in evaluating the Response received for this solicitation.
- d. The BRAA will provide a copy of the ranking and scores to all Respondents 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 Response 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 Respondent after the due date for Responses, 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 executed. 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 Respondent.

2.15 *Reserved*

2.16 STANDARD OF CARE

The Respondent acknowledges that BRAA has accepted and relied upon Respondent's representations regarding Respondent's skill and expertise in the Respondent's industry. Therefore, Respondent 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. Respondent 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 RFQ documents and the Contract.

2.17 NON-EXCLUSIVITY

It is the intent of the BRAA to enter into an agreement with the selected Respondent 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 Respondent, 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 Respondent 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 Respondent 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 Respondent 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 Respondent 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 Respondent shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation. The Respondent shall be familiar with all federal, state, and local laws that may affect the services offered.

2.21 LICENSES, PERMITS AND FEES

The selected Respondent 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 Respondent for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the selected Respondent.

2.22 SUBCONTRACTING

Unless otherwise specified in this solicitation, the selected Respondent 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 Respondent 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 Respondent's personnel proposed for the contract shall be available for the initial contract term. In the event the selected Respondent wishes to substitute personnel, the selected Respondent 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 Respondent.

2.26 RESPONDENT'S COSTS

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

2.27 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the selected Respondent 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 Respondent shall provide physically competent employee(s) capable of performing the work as required. The BRAA may require the selected Respondent to remove any employee it deems unacceptable. All employees of the selected Respondent shall wear proper identification.

It is the selected Respondent'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 Respondent 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 Respondent or its employees, agents, servants, partners, principals, or subcontractors. The selected Respondent 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 Respondent expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the selected Respondent 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 Respondent 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 Respondent 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 Response 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 Respondent has not, directly or indirectly, induced or solicited any other Respondent to put in a sham Response, or any other person, firm, or corporation to refrain from proposing, and that the Respondent has not in any manner sought by collusion to secure to the Respondent an advantage over any other Respondent. In the event a recommended Respondent identifies related parties in the competitive solicitation, its Response shall be presumed to be collusive and the recommended Respondent 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 services, not listed in the solicitation, during the contract term. When such requirements are identified, the BRAA may request a fee quote from the selected Respondent on the contract. The BRAA, at its sole discretion, will determine if the prices offered are reasonable and may choose to purchase the services from the selected Respondent, another contract Respondent, or a non-contract Respondent.

2.32 TERMINATION:

- a. **Availability of funds:** If the term of this contract extends beyond a single fiscal year of the BRAA, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the BRAA. The Board shall be the final authority as to

availability of funds and how such funds are to be allotted and expended. In the events funds for the project/purchase are not made available or otherwise allocated, the BRAA may terminate this contract upon thirty (30) days prior notice to the selected Respondent.

- b. **For convenience:** The BRAA, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Request for Qualifications (RFQ) with or without cause immediately upon providing written notice to the selected Respondent. Upon receipt of such notice, the selected Respondent shall not incur any additional costs under the contract. The BRAA shall be liable only for reasonable costs incurred by the selected Respondent 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 Respondent 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 Respondent must cure any such failure to perform or default. If the selected Respondent fails to cure the default within the time specified, the BRAA may then terminate the subject contract by providing written notice to the selected Respondent. The BRAA further reserves the right to suspend or debar the selected Respondent 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 reprocurement costs shall be borne by the incumbent Respondent.

2.33 ACCESS AND AUDIT OF RECORDS

The BRAA reserves the right to require the selected Respondent to submit to an audit by an auditor of the BRAA’s choosing at the selected Respondent’s expense. The selected Respondent 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 Respondent 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 Respondent 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 Respondent agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The selected Respondent 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 Respondent 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 Respondents in connection with this contract.

2.40 MINIMUM WAGE REQUIREMENTS

The selected Respondent 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 Response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Response opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Respondent believes any of the information contained in his/her/its Response 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 Respondent 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 Response number clearly marked on the outside. The BRAA will not accept Responses when the entire Response is labeled as exempt from disclosure. The BRAA's determination of whether an exemption applies shall be final, and the Respondent 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 Respondent(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 Respondents must disclose with their Response the name of any officer, director, or agent who is also an employee of the BRAA. Further, all Respondents 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 Respondents' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Respondent 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 Respondents list following a conviction for a public entity crime may not submit a bid, proposal or response on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or response on a contract with a public entity for the construction or repair of a public building or public work; may not submit bid, proposal or response 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 Respondent 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 Respondent authorized to use the BRAA's tax exemption number in securing such materials.

2.45 FORCE MAJEURE

The BRAA and the selected Respondent 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 Respondent 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 Respondent 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 Respondent.

2.48 *Reserved*

2.49 PREFERENCE FOR FLORIDA BUSINESSES

Pursuant to Section 287.084, Florida Statutes, where a bid involves the purchase of personal property, a Respondent 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 Respondent 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 Respondents or Bidders with a principal place of business within the State of Florida. Where the Respondent 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 Respondent 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 Respondent 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 Respondent 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 Respondent warrants compliance with all federal immigration laws and regulations that relate to their employees and subcontractors. The Respondent 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 Respondent 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 Respondent and order the selected Respondent to immediately terminate its contract with the subcontractor. The selected Respondent shall be liable for any additional costs incurred by the BRAA as a result of the termination of this Contract based on the selected Respondent's failure to comply with E-verify requirements referenced herein.

2.53 ANTI-HUMAN TRAFFICKING AFFIDAVIT

Prior to the execution of any agreement or contract arising out of this RFQ, or any renewal and/or extension thereto, the selected contractor shall attest under penalty of perjury, that the selected contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using an Anti-Human Trafficking Affidavit as provided by the BRAA.

2.54 FEDERAL GRANT ASSURANCES

The Selected Respondent 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 Qualifications (RFQ) is to solicit Responses from qualified firms to provide General Contractor Services to the BRAA.

3.2 LIMITATIONS

The following limitations are applicable to this solicitation:

N/A

3.3 GENERAL STANDARDS

The successful Respondent shall at all times comply with all rules, regulations, and ordinances of the BRAA and other governmental agencies having jurisdiction. The successful Respondent 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 Respondent 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 Respondent 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 Respondent'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 Respondent.
 - iii. The BRAA may perform such work as it deems necessary to cure the default or subsequent default and charge the successful Respondent 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 Respondent 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 Respondent in default hereunder.
- d. In the event of default on the part of the selected Respondent, 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 Respondent 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 Respondent shall provide the following additional insurance coverage:

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

The selected Respondent 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 Respondent'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 Respondent 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 Respondent 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 Reserved

3.7 CERTIFICATIONS

Any Respondent 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 Respondent 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 Respondent to supply any missing information on certification and licensing during the Evaluation period.

3.8 METHOD OF PAYMENT: MONTHLY INVOICES; ADVANCE PAYMENT

The selected Respondent 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 Respondent'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 Respondent.

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 Respondent.

3.9 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

The Respondent 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 Respondent fails to identify any and all sub-contractors in the Response, the Respondent 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 Respondent 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 Respondent's forms or documents. A sample of all forms or documents required by the Respondent in relation to this solicitation must be included in the Respondent'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 Respondent will be paid for the deleted portion based on the estimated percentage of the completion of such portion.

b. If the selected Respondent 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 Respondent shall submit a revised budget to the BRAA for approval prior to proceeding with the task or project.

SECTION 4: SCOPE OF SERVICES

PART A - PURPOSE AND GENERAL INFORMATION

4.1 **PURPOSE:** See Exhibit A

PART B - DESCRIPTION OF THE BRAA

4.2 **BACKGROUND:** The Boca Raton Airport Authority is a Special District of the State of Florida and responsible for the ownership and maintenance of the Boca Raton Airport.

4.3 **FEDERAL AND STATE FINANCIAL ASSISTANCE:** The BRAA utilizes both Federal and State grants to fund projects at the airport and is subject to the regulations, grant assurances and guidelines of both entities.

SECTION 5: MINIMUM QUALIFICATIONS AND EXPERIENCE

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

5.1 The Respondent must have been in the business of providing the services related to the RFQ for a minimum of 5 years prior to the Due Date and Time. The Respondent shall provide supporting documentation (e.g. state, county, city business license; occupational license) that confirms the Respondent has been in business for a minimum of 5 years prior to the Due Date and Time.

5.2 The Respondent must hold a Florida State General Contractor 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 Respondent shall provide proof, in the form of a copy of license(s), that the Respondent and/or subcontractor is:

a. Certified under Florida Statutes, as follows: A licensed General Contractor within the State of Florida and the County of Palm Beach.

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

b. List other certificates as appropriate.

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

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

5.5 The Respondent must have previously provided satisfactory services for the type of work identified in this RFQ. The Respondent shall submit five (5) client references for whom Respondent has provided services similar to those specified in this RFQ in the past ten (10) years and who are agreeable to respond to a request from the BRAA regarding Respondent's experience, including the Respondent'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 Respondent 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 Respondent 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 Respondent must provide proof that it can pass the applicable federal security requirements as further set forth in the Scope of Services.

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

SECTION 6: RESPONSE REQUIREMENTS

PART A: RESPONDENT PROFILE

In submitting a response to this RFQ (the "Response"), the Respondent shall be the person or legal entity who will be entering into the contract with the BRAA. Respondent 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). Respondent shall provide the BRAA with the following information:

- 1) The Respondent's legal name(s), headquarters address, local office address, state of incorporation, the name, address, and telephone number of Respondent's registered agent, if applicable, and key firm contact names.
- 2) A complete corporate or entity history of the Respondent, including date of incorporation or creation, name changes, dissolutions, reinstatements, etc.
- 3) The Respondent's federal ID number.
- 4) Whether the Respondent is legally authorized, pursuant to the requirements of the Florida Statutes, to do business in the State of Florida.

Respondent 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: STATEMENT OF QUALIFICATIONS

The Respondent's Statement of Qualifications must address the specified evaluation criteria, organized as follows:

Section 1: General Firm Overview, Key Personnel, and Capabilities: 25 Points

The section shall demonstrate that the Firm has qualified and experience staff and resources necessary to successfully perform the required services.

This information should also identify the key personnel who will be assigned to perform the services and the name of the staff members who will be performing the responsibilities of a project manager and any other key positions, as appropriate. Brief comprehensive resumes should be provided for each staff member listed.

Section 2: Experience: 25 points

This section shall describe the Firm's experience in performing the required services including its past record of performance. Include a general description of the services previously performed and the name and telephone number of a contact that would allow verification of satisfactory performance.

Section 3: Project Approach: 25 points

This section shall describe the Firm's proposed approach to performing the required services.

Section 4: Scheduling Control: 25 points

This section shall describe the Firm's capacity to perform the required services within time limitations, taking into consideration the current planned workload of the Firm. This section shall also describe the Firm's ability to ensure the services are performed in a timely manner.

PART C: ADDITIONAL REQUIREMENTS

Failure to provide the information required by Items 1 through 6 below by the deadline for submission may result in a finding of non-responsiveness by the BRAA. The BRAA will determine whether the Respondent and

its Response 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, "Respondent" includes the Respondent's principals if Respondent is a joint venture, limited liability company or partnership, and the Respondent's shareholders owning greater than 10% of Respondent's stock if the Respondent is a corporation.

Each Response shall include the following:

- 1) **Bankruptcy, Litigation & Contract Dispute Information:** Respondent 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 Respondent, 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.
- 2) **Criminal History Information:** Respondent is required to provide the BRAA with a complete list and description of all criminal proceedings or hearings concerning offenses in which the Respondent, its owners, officers, predecessor organization(s), or wholly owned subsidiaries were defendants. Respondent shall include in this list any criminal proceedings or records that have been sealed by a court.
- 3) **Negative Contract Performance Information:** Respondent is required to provide the BRAA with a complete list and description of all terminated or rescinded contracts to which Respondent 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 Respondent was assessed liquidated damages or any other contractual monetary penalty as a result of delay or any other reason.
- 4) **Debarment History Information.** Respondent is required to provide the BRAA with 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 Respondent, any parent or subsidiary of the Respondent, or any predecessor organization. If the Respondent is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.

SECTION 7: THE EVALUATION PROCEDURE

The BRAA will be responsible for selecting from a qualified Firm from the Responses received. It is anticipated, but not required, that the process of evaluation for this RFQ proceed in the following manner:

7.1 REVIEW OF RESPONSES

The Executive Director will first review each Response for responsiveness to the terms and conditions of the RFQ. The Executive Director reserves the right to reject any and all Responses and to waive any minor irregularities or technicalities. The Executive Director shall have the right to inspect the facilities and organization of any Respondent, to make inquiries, to ask for further information, or to take any other action to determine the best Respondent and Response for the performance of the services. The Executive Director shall have the right to extend the date for the receipt of Responses and all other dates set forth in this RFQ. The Executive Director has the right to increase, decrease and adjust the Response Requirements hereunder.

7.2 REVIEW OF RESPONSES FOR RESPONSIBILITY

Each Respondent will be reviewed to determine if the Respondent is a responsible Respondent. A responsible Respondent is a Firm that 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, as determined by the Executive Director in his or her sole discretion (prior to the award of a contract).

7.3 EVALUATION COMMITTEE REVIEW

Responses will be evaluated by the Executive Director or the Qualifications Evaluation Committee, as appropriate, who will evaluate and rank Responses based on the evaluation criteria described in Section 6. 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.

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 Respondent(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 Responses remaining in consideration based upon the written documents, combined with the oral presentation. In such circumstances, the initial ranking of the Respondents shall be considered a preliminary ranking until after the oral presentations are completed.

7.5 FEE PROPOSALS

The highest ranked Respondent will be notified in writing to submit a Fee Proposal. Upon receipt of the Fee Proposal, the Executive Director, in consultation with Airport Legal Counsel, shall attempt to negotiate an agreement with the highest ranked Respondent to bring before the Board for approval. If an agreement cannot be reached with the highest ranked Respondent within 30 days of ranking, the Executive Director shall terminate negotiations with that Respondent and commence negotiations with the next-highest ranked Respondent. This process may continue until a contract acceptable to the BRAA has been executed or all Responses are rejected. No Respondent shall have any rights against the BRAA arising from such negotiations or termination thereof.

7.6 CONTRACT AWARD

Any contract resulting from this solicitation will be submitted to the Board for approval. All Respondent will be notified in writing when the Executive Director makes an award recommendation. The contract award, if any, shall be made to the Respondent whose Respondent 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 in these documents, the Board's decision of whether to make the award and to which Respondent shall be final.

SECTION 8: RESPONSE SUBMITTALS

8.1 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 Respondent to provide the goods and/or services offered to the BRAA if the Respondent is determined to be the most responsive and responsible Respondent.

- a. Acknowledgment of Addenda
- b. Response Submittal Signature Page
- c. Conflict of Interest Disclosure Form
- d. Notification of Public Entity Crimes Law
- e. Drug-Free Workplace
- f. Non-Collusion Affidavit
- g. Truth-In-Negotiation Certificate
- h. Anti-Human Trafficking Affidavit

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

RESPONSE SUBMITTAL SIGNATURE PAGE

By signing this Response, the Respondent 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 Respondent 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 RESPONDENT TO BE BOUND BY THE TERMS OF ITS RESPONSE, FOR NOT LESS THAN 90 DAYS, AND THE RESPONDENT'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 RESPONSE NON-RESPONSIVE. THE BOCA RATON AIRPORT AUTHORITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY RESPONSE THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE RESPONDENT TO THE TERMS OF ITS RESPONSE.

CONFLICT OF INTEREST DISCLOSURE FORM

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

Furthermore, all Respondents must disclose the name of any BRAA employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondent'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 Response.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Response 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 Response on a contract to provide any goods or services to a public entity; may not submit a Response on a contract with a public entity for the construction or repair of a public building or public work; may not submit Responses on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Respondent, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

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

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 Respondent that has submitted a Response to perform work for the following:

RFQ No.: _____ Title: _____

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

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

- c. Neither the said Respondent 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 Respondent, firm, or person to submit a collusive or sham Response in connection with the solicitation and contract for which the attached Response 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 Respondent, firm, or person to fix the price or prices in the attached Response or any other Respondent, or to fix any overhead, profit, or cost element of the Response price or the Response price of any other Respondent, 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 Response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent 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: _____

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby

attest as follows:

1. I am over 18 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not engage in any of the following actions in connection with providing labor or services:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debtor the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT

By: _____

Print name: _____

Title: _____

Date: _____

STATE OF _____)

COUNTY OF _____)

SECTION 9: SAMPLE AGREEMENT FORMAT

Below is the standard agreement format for this Request for Qualifications. 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 Qualifications 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 QUALIFICATIONS

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 Qualifications 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 Qualifications 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 Qualifications 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 mega-bytes (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 RFQ No. _____.
 3. Contractor’s response to RFQ 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: Reference Questionnaire

SECTION 10: EXHIBITS

SCOPE OF SERVICES AND DELIVERABLES

Normal and after-hours repair services will be required by the Authority and include, but not be limited to, the following example types of work:

- Supervision/administration of construction-related work.
- New construction work for renovations and building additions.
- Site/civil which could include pavement, utilities, drainage, fencing, landscaping.
- Renovations/retrofits, repairs/replacements, maintenance, and installations.
- Demolition associated with renovations/retrofits.
- Disaster recovery and remediation services.
- Scheduling work and subcontractors in harmony with the Authority's operations.
- Estimating cost of future projects; and

On-Call Urgent Services.

Typically, maintenance and repair services will be completed during normal business hours, considered to be Monday through Friday between 8:00 AM and 4:30 PM. The Authority may request services during afterhours as deemed necessary by the Authority's representative or designee. After-hours are considered before 8:00 AM and after 4:30 PM on weekdays and at any time on Saturday, Sunday or Authority-observed Holidays.

Contractors must be qualified and are directly responsible for 100% of the contracted work. In the event the Contractor does not "self-perform" any or all tasks within the specifications, and utilizes subcontractors, the Contractor is directly responsible for all supervision, monitoring and compliance with the schedule, cost, work scope, plans and specification quality in the performance of a project for the Authority.

It is the intent to award this RFQ to at least two but not more than three contractors, with Authority staff requesting quotes from all awarded Contractors for future projects that exceed \$65,000. All awardees are expected to submit quotes for each Request for Quotation that will be issued under this contract, for the duration of the contract. Repeatedly failing to submit a quote, when requested, may result in the removal of the awardee from the contract pool.

Procedures for Non-Urgent Work:

For projects with a value **of \$65,000 or less**, the procedure for obtaining quotes from the awarded Contractors is outlined below:

1. A quote will be requested from one (1) of the awarded Contractors on a rotational basis that ensures a relatively even distribution of work.
2. The Contractor will respond with the information and/or proposal within seven (7) calendar days.
3. The Authority shall pay the Contractor for the performance of the work pursuant to the quoted price offered by the Contractor. The Contractor will be compensated for time and material not to exceed (T&M NTE) work or lump sum, as applicable.
4. Contractor will commence work upon Authority's issuance of a Notice to Proceed. The Contractor agrees that any work that extends beyond the expiration date of the resultant contract will survive and remain subject to the terms and conditions of the resultant contract until the completion or termination of work.

For all projects with a value that **exceed \$65,000 and up to \$400,000** the procedure for obtaining quotes from the awarded Contractors is outlined below:

1. A Summary of Work, project plans, technical specifications, etc. will be provided to the awarded Contractors, along with a quote schedule for providing an all-inclusive lump sum quote. Completion time may be specified in the Request for Quotation.
2. The Authority's Project Manager will set the required response time for each project, but the Contractors will be given a minimum of seven (7) business days to provide a quote. Other projects may require a longer quoting period to allow for proper coordination. This period may also include a pre-bid meeting.
3. Contractors shall provide a lump sum quote based on the quote schedule provided. The following is an example of a quote schedule that *may* be required:

Item Number	Description	Unit	Amount	Item Cost
1	Mobilization	Lump Sum	1	\$0.00
2	Sitework	Lump Sum	1	\$0.00
3	Demolition	Lump Sum	1	\$0.00
4	Masonry	Lump Sum	1	\$0.00
5	Structural	Lump Sum	1	\$0.00
6	Roofing	Lump Sum	1	\$0.00
7	Plumbing	Lump Sum	1	\$0.00
8	HVAC	Lump Sum	1	\$0.00
9	Electrical	Lump Sum	1	\$0.00
			Lump Sum Total	\$0.00

4. The Authority's Project Manager will review all quotes received by the given due date and may negotiate with the Contractor who submits the lowest quoted, if outside the budget.
5. Any projects over \$100,000 **will** require Board approval.

The Authority reserves the right to waive any or all of these requirements and to separately solicit any job if in the best interest of the Authority. The Authority reserves the right to supply all necessary parts for selected projects and repairs.

Urgent Work:

Urgent work shall be defined as any work that is not scheduled. 24- hour availability is needed to complete urgent work. Urgent work will be completed on a rotating schedule with one (1) Contractor designated for a one (1) month period. Each awarded Contractor shall supply all Authority departments utilizing the resultant contract with a minimum of two (2) twenty- four (24) hour urgent contact phone numbers. All Contractors must participate in the urgent work rotation, which will be equally divided among the awarded Contractors. The annual schedule will be developed at a meeting with all awarded Contractors at the beginning of the contract term, and annually thereafter. The Facilities Management department will manage and maintain rotation schedules such that three (3) months of future assignments are accessible to all Contractors.

Urgent work requests require telephone or email acknowledgement of the request within two (2) hours. Contractor must provide a Time and Materials Not to Exceed (T& M NTE) quote within 24 hours of the visit and also provide a schedule to complete required repairs. The Authority may require the Contractor to secure damaged work area via a temporary repair. Should a Contractor fail to respond to an urgent call the next Contractor in rotation shall be contacted. Any failure to provide coverage by a Contractor, may be subject to termination.

Changes in the Work:

The Authority shall have the right at any time during the progress of the Work to increase or decrease the work. Promptly after being notified of a change, Contractor shall provide the Authority with a Time and Materials, Not to Exceed (T&M NTE) proposal for changes to the work.

Invoices:

All T& M NTE work assignments will utilize a fee schedule for labor/parts/equipment. Fee schedule rates, which are subject to additions or deletions, will be negotiated with the awarded Contractors and will be added to the contract for utilization. For all T& M NTE work, Contractor(s) shall be required to provide backup documentation of Contractor' s time and proof of the subcontractor services and/ or parts/materials/ supplies/ equipment by providing invoices and receipts at the time of invoice submission. Ancillary charges may be transferred to the Authority in the actual amount; however, mark-ups will not be allowed. Mark-ups will not be allowed on sales tax, consumer fees or taxes, use and other similar taxes or fees associated with any work under the resultant contract.

Awarded Contractors agree to the following, as it pertains to markups and labor rates on T&M NTE work:

1. The mark-up on rental equipment shall not exceed 10%.
2. The mark-up on materials shall not exceed 10%.
3. The mark-up on subcontractors shall not exceed 15%. A copy of the Subcontractor invoice must be provided. Subcontractor hourly rates shall not exceed the Contractor's hourly rate.
4. The labor rates provided by the Contractor are to be fully burdened to include overtime, insurance, profit and use of company owned small tools and equipment.

Contractor' s Responsibilities:

Contractor(s) shall furnish all necessary qualified labor, materials, equipment, tools, consumables, transportation, skills, and incidentals required for the services requested. All work, equipment, parts and materials must be approved by the Authority' s representative or designee.

Permits/ Licenses: The Contractor shall obtain and maintain all required permits and/ or licenses necessary for the prosecution of the work prior to the start of construction. The Contractor must use a qualified engineer or company representative (with all related licenses and certifications being current and in full force and

applicable jurisdiction) with the experience and ability to obtain all permits required for any repairs, when necessary and applicable.

Warranty: The Contractor shall professionally perform to the industry standards and to the requirements in this solicitation and subsequent contractual documents. The Contractor shall warrant their work for one (1) year following final acceptance by the Authority.

Parts and fixtures shall be new and warranted for a minimum of one (1) year *or* the maximum allowed by the manufacturer, whichever is greater. An extended warranty may be purchased through the Contractor from the manufacturer without any markup being charged to the Authority.

Records and Documentation: The Contractor (s) is responsible to maintain and update records for services provided. The documentation will include, and not be limited to, records of all service calls, maintenance performed, and any modifications, if applicable. All reports shall be sent to the Authority's representative or designee, noting date, repair, materials, location, and/ or disposal information. The Authority reserves the right to require photographs of the completed work.

Incidents: Contractor(s) must report any/all accidents/ hazards immediately upon occurrence to the Authority's Authority's representative or designee, in writing, followed by any and all notifications required by law, such as Occupational Safety and Health Administration (OSHA) requirements.

Inspections: The Authority and the Contractor(s) may conduct an inspection of the completed services provided in response to any resulting assigned Work. Any deficiencies noted during an inspection shall be corrected before final acceptance. Such deficiencies shall be corrected within 24 hours after receipt of notification, unless otherwise directed by the Authority's representative or designee, at the Contractor's expense.

Equipment Inventory: The Contractor(s) shall, under no circumstances, remove any equipment containing an Authority asset sticker. The Contractor(s) shall request that, when replacing equipment, the asset sticker be removed by an appropriate Authority's representative, or designee authorized to adjust equipment inventory records.

Facility Safety and Security: The Contractor and their subcontractors are required to comply with the Authority's safety and security policy. The Contractor and their subcontractors must meet all background checks and fingerprinting.

The awarded Contractors may be asked to work in the U.S. Customs office, the Tower and other areas considered " high security", which require thorough background checks of personnel and tools taken into such Facilities.

Badging of Contractor and Personnel

At the commencement of the Contract, the awarded Contractor's personnel shall be approved by Airport Operations by obtaining a security identification badge for the *duration of the contract*. There shall be at least two (2) badges with photo IDs that will be escorting other personnel while airside. All project visitors, materials deliveries and other parties traveling airside of the project fenced, barricaded, or staked work areas shall be escorted by badged contractor personnel.

Work must be performed in accordance with industry standards and guidelines. The Contractor(s) will comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the services requested herein. Any fines levied due to inadequacies, or failure to comply with any requirements, will be the sole responsibility of the Contractor(s). Any employee or representative of the Contractor(s) found not in

conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Violations by a Contractor may constitute cause for immediate contract termination.

The Contractor(s) must comply with Federal and State right -to -know laws if hazardous materials are used. Material Safety Data Sheets (MSDS) will be made available and must be provided to the Authority per the Authority' s representative or designee.

The Contractor is required to immediately report to the Authority's representative or designee any spillage or dumping of hazardous material on Authority property. The Contractor shall bear all costs associated with the cleanup of any such incidents. Contractors will be expected to understand and comply with the Authority's Practices and Procedures, Standard Operating Procedures (SOP' s) or Job Safety Analysis (JSA' s) that pertain to environmental, health and safety standards and/or work practices applicable to the activities they perform. These include but are not limited to:

- Storage, handling, and use of flammable liquids and hazardous materials.
- Storage, handling, and use of compressed gas cylinders.
- Periodic safety inspections of equipment and work -site housekeeping.
- Use of fall protection while working at heights above 6 feet.
- Following electrical safety practices and lock out / tag out procedures.
- Proper use of personal protective equipment.
- Proper maintenance and use of ladders and other equipment.
- Guarding of wall and floor openings, open trenches, and excavations.

Clean- up: The Contractor(s) shall be responsible for removing all debris from the site and cleaning affected areas in the most environmentally friendly manner possible. The Contractor(s) shall keep the premises free of debris and unusable materials resulting from their work and as work progresses, or upon request by the Authority's representative or designee, shall remove such debris and materials from the property. The Contractor(s) shall leave all affected areas as they were prior to beginning work. There will be no cost to the Authority for clean- up.

CONTENT OF RESPONSES

Respondents are encouraged to keep their proposals concise, within the page limits. The following sections and contents *are* required and to be submitted in order as referenced below:

- A. **COVER LETTER:** (1-page) PROPOSER a one-page transmittal letter introducing the PROPOSER on company letterhead, with firm name, including any alias, years in business, contact person, address, telephone number, email address, signed by an individual who is authorized to commit the firm to the services and requirements of the RFQ. The transmittal letter shall also acknowledge any addenda pertaining to this RFQ, stating that you have read, understand the scope of services, and meet the minimum requirements to be considered as a respondent of this RFQ. Any exceptions to the terms and provisions of the sample Service Agreement must be addressed in the RFQ Response Transmittal Letter. The AUTHORITY maintains the right to reject the respondent's exceptions.
- B. **TEAM INTRODUCTION AND BIO:** (5-pages) The PROPOSER needs to include bio and qualifications of the key personnel who will be assigned to this account, relevant licensing information, and any other documentation of experience. This will demonstrate the ability of professional team personnel as shown by their level of experience on projects of similar type, size, and complexity and will measure how well the team is staffed to address all facets of the project. It measures how well the team is organized to deliver the project. Preference will be given to teams with knowledge and experience of the aviation industry, regulatory conditions and who demonstrate a strong commitment to team collaboration proximate to the project site.
- C. **SPECIALIZED EXPERIENCE, TECHNICAL COMPETENCE AND REFERENCES:** Provide

examples of similar projects completed within the past five years.

- D. The interested Proposers are to submit the ***Reference Questionnaire (Exhibit B)*** to at least three recent (within the last five years) clients who can provide information and ranking of levels of service regarding the Firm's ability to manage similar contracts and quality and breadth of services provided on similar projects. *The referenced firms are to complete the Reference Questionnaire* and return to Travis Bryan, travis@bocairport.com within three days from the date the proposer sends to the references, or on or before the scheduled due date of the proposals.
- E. **BUSINESS PLAN AND APPROACH:** Included but not limited to: Describe how your company typically prioritizes projects when multiple requests are coming in at the same time. Provide a detailed plan of approach for projects that exceed sixty-five thousand dollars (\$65,000). Provide a sample schedule, with milestones for a project that exceeds sixty-five thousand dollars (\$65,000). Include a Business Plan or as an attachment, a copy of a Project Summary as an example of a work product. This should be done for one of the projects listed as a reference.
- F. **ADDITIONAL INFORMATION:** (4-page limit) PROPOSER is invited to provide any additional information and offerings that may help us in understanding how the PROPOSER's experience and qualifications can support the AUTHORITY to include any additional services that your firm may provide.

The response to this RFQ should be organized in the order set forth above.

Exhibit B

Reference Questionnaire

Solicitation Number: _____

Name of Solicitation: _____

Reference Questionnaire for: _____

Name of Company Requesting Reference Information: _____

Name of Individual Requesting Reference Information: _____

Email: _____ Phone: _____

The Boca Raton Airport Authority has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criterion to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0".

Project Description:

Completion Date: _____ Duration: _____

Budget: _____

Item	Criteria	Score (must be completed)
1	Ability to manage the project costs (minimize change orders to scope)	
2	Ability to maintain project schedule (complete on-time or early)	
3	Quality of work	
4	Quality of consultant/contractor-based advice provided on the project.	
5	Professionalism and ability to manage personnel.	
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or moving forward documents such as "As built's" etc.	
7	Ability to verbally communicate and document information clearly and succinctly.	
8	Ability to manage risks and unexpected project changes or circumstances.	
9	Ability to follow contract documents, policies, procedures, rules, regulations and attaining permits from the City or County.	
10	Would you use this company for future projects?	
	TOTAL SCORE OF ALL ITEMS	

Additional Feedback Not Captured Above:
