

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

## **INVITATION TO BID (ITB)**

**ITB NO.:2025-BRAA-009**

### **Engineered Materials Arresting System (EMAS) Repair Project**

**DUE DATE AND TIME: MONDAY, NOVEMBER 10, 2025 AT 2:00 P.M., (LOCAL TIME)**

The Boca Raton Airport Authority (BRAA) desires to contract with a qualified Bidder to perform repairs to the Runway 5 Departure End Engineered Materials Arresting System (EMAS) that was damaged as a result of an aircraft accident. To be a qualified bidder, the Bidder must have completed at least two (2) EMAS installation and/or repair projects in Florida in the last ten (10) years.

#### **INSTRUCTIONS**

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

Bidders shall submit three (3) complete copies of all requested material to:

Boca Raton Airport Authority, front lobby reception desk  
903 NW 35th St  
Boca Raton, FL 33431  
RE: ITB #2025-BRAA-009

Normal business hours for the BRAA are 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays.

**SEALED BIDS MUST BE RECEIVED NO LATER THAN 2:00 P.M., EASTERN STANDARD TIME (EST), ON MONDAY, NOVEMBER 10, 2025**

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

All Bids will be publicly opened at the BRAA unless otherwise specified. Each hard copy Bid submitted to the BRAA shall have the following information clearly marked on the face of the sealed package: Bidder's name, return address, ITB number, due date for Bids, and the title of the ITB. Included in the envelope shall be a one (1) original hard copy to include a signed original Bid Submittal Signature Page, and 2 duplicate hard copies. If the Bid Submittal Signature Page is not included in the package as a hard copy, the BRAA may deem the Bid non-responsive. Bids 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](mailto:travis@bocaairport.com). Requests for clarification and additional information must be received by the Deadline for Submission of Questions on Friday, October 31, 2025, at 2:00 p.m.

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

LEGAL ADVERTISEMENT

INVITATION TO BID (ITB)

ITB NO.:2025-BRAA-009

**Engineered Materials Arresting System (EMAS) Repair Project**

The Boca Raton Airport Authority ("BRAA") is soliciting bids from qualified bidders to perform repairs to the Runway 5 Departure End Engineered Materials Arresting System (EMAS) in accordance with the terms, conditions, and specifications contained in this Invitation to Bid. To be qualified, the bidder must have completed at least two (2) EMAS installation and/or repair projects in Florida in the last ten (10) years.

Invitation to Bid documents are available beginning October 26, 2025 on the Boca Raton Airport Authority website at [www.bocaairport.com](http://www.bocaairport.com) or by contacting the Boca Raton Airport Authority by e-mail at [travis@bocaairport.com](mailto:travis@bocaairport.com) or by phone at (561) 391-2202.

|                                          |                                        |
|------------------------------------------|----------------------------------------|
| Date of Advertisement:                   | Sunday, October 26, 2025               |
| Deadline for Requests for Clarification: | Friday, October 31, 2025, at 2:00 p.m. |
| Deadline for Submission of Bids:         | Monday November 10, 2025, at 2:00 p.m. |

Written bids 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) 391-2222 to request such accommodations.

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

**Civil Rights – Notice Solicitation**

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

Publish: October 26, 2025

Travis Bryan, Operations Director

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## SECTION 1: GENERAL TERMS AND CONDITIONS

### 1.1 DEFINITIONS

- a. Bid: Any offer(s) submitted in response to this Invitation to Bid.
- b. Bidder: Person or firm submitting a response to this Invitation to Bid.
- c. Bid Solicitation or Invitation to Bid: This solicitation documentation, including any and all addenda.
- d. Bid Submittal forms: Forms that describe the goods or services to be purchased, and must be completed and submitted with the Bid.
- e. BRAA or Authority: The Boca Raton Airport Authority.
- f. Contract or Agreement: Invitation to Bid, 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 Bidder.
- g. Contractor: Successful bidder or bidder that is awarded a contract to provide the goods or services to the BRAA.
- h. Invitation to Bid: formal request for Bids from qualified Bidders.
- i. Responsible Bidder: Bidder that has the capability in all respects to fully perform the contract requirements, as stated in the Invitation to Bid, and the integrity and reliability that will assure good-faith performance.
- j. Responsive Bidder: Bidder whose Bid conforms in all material respects to the terms and conditions included in the Invitation to Bid

### 1.2 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 Bidder 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 ITB or under Section 16 of the Procurement Code, is strictly prohibited from the date of advertisement of the solicitation through the award of a contract or the final ranking of Bidders, whichever occurs first.

### 1.3 ADDENDUM

The Executive Director may issue an addendum in response to any inquiry received, prior to the due date for Bids, which changes, adds, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder 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 Bidder's responsibility to ensure receipt of all addenda and any

accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

### 1.4 LEGAL REQUIREMENTS

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

### 1.5 CHANGE OF BID

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

### 1.6 WITHDRAWAL OF BID

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

### 1.7 CONFLICTS WITHIN THE SOLICITATION

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

### 1.8 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 Bidder 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.

#### 1.9 DISCOUNTS (PROMPT PAYMENTS)

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

#### 1.10 PREPARATION OF BIDS

- a. The Bid submittal forms define requirements of the services to be performed or the items to be purchased, and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bid. The Bid submittal forms must be legible. Bidders 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 Bid to be rejected.
- b. An authorized agent of the Bidder's firm must sign the Bid submittal forms where indicated. **Failure to sign the Signature Page of the Bid shall render the Bid non-responsive.**
- c. The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid marked "Alternate Bid".
- e. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- f. Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder'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.

#### 1.11 CANCELLATION OF BID SOLICITATION

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

#### 1.12 PRE-AWARD INSPECTION

The BRAA may conduct a pre-award inspection of the Bidder's premises or hold a pre-award qualification hearing

to determine if the Bidder is capable of performing the requirements of this solicitation.

#### 1.13 AWARD OF CONTRACT

- a. This contract may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the solicitation. The BRAA reserves the right to reject any and all Bids, 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 Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the BRAA's best interest to do so.
- c. The Bidder's prior performance as a prime contractor or subcontractor on previous BRAA contracts shall be taken into account in evaluating the Bid received for this solicitation.
- d. The BRAA will provide a copy of the Bid tabulation to all Bidders 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 Bid 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 Bidder after the due date for Bids, as the BRAA deems necessary.

#### 1.14 CONTRACT EXTENSION

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

#### 1.15 WARRANTY

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

#### 1.16 STANDARD OF CARE

The Bidder acknowledges that BRAA has accepted and relied upon Bidder's representations regarding Bidder's skill

and expertise in the Bidder's industry. Therefore, Bidder 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. Bidder acknowledges that this representation is a material inducement to BRAA in awarding the contract and deviation from the standard of care referenced herein shall be a material breach of the Contract, compensable as provided herein, and as provided in the RFP documents and the Contract.

#### 1.17 NON-EXCLUSIVITY

It is the intent of the BRAA to enter into an agreement with the selected Bidder 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.

#### 1.18 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 Bidder, continue until completion at the same prices, terms, and conditions.

#### 1.19 BID PROTEST

In accordance with Sections 9 to 15 of the BRAA Procurement Code, if a Bidder 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 Bidder 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 Bidder 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 Bidder 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.

#### 1.20 LAWS AND REGULATIONS

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

#### 1.21 LICENSES, PERMITS AND FEES

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

#### 1.22 SUBCONTRACTING

Unless otherwise specified in this solicitation, the selected Bidder 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.

#### 1.23 ASSIGNMENT

The selected Bidder 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.

#### 1.24 SUBSTITUTION OF PERSONNEL

It is the intention of the BRAA that the selected Bidder's personnel proposed for the contract shall be available for the initial contract term. In the event the selected Bidder wishes to substitute personnel, the selected Bidder 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.

#### 1.25 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 Bidder.

#### 1.26 BIDDER'S COSTS

The BRAA shall not be liable for any costs incurred by Bidders in responding to this Invitation to Bid.

#### 1.27 RESPONSIBILITIES AS EMPLOYER

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

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

#### 1.28 INDEMNIFICATION

The selected Bidder 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 Bidder or its employees, agents, servants, partners, principals, or subcontractors. The selected Bidder 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 Bidder expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the selected Bidder 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 Bidder to indemnify the BRAA for its 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.

#### 1.29 COLLUSION

A Bidder 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 Bid 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 Bidder has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder. In the event a recommended Bidder identifies related parties in the competitive solicitation, its Bid shall be presumed to be collusive and the recommended Bidder 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.

#### 1.30 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.

#### 1.31 PURCHASE OF OTHER ITEMS

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

#### 1.32 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 Bidder.

- b. **For convenience:** The BRAA, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Invitation to Bid (ITB) with or without cause immediately upon providing written notice to the selected Bidder. Upon receipt of such notice, the selected Bidder shall not incur any additional costs under the contract. The BRAA shall be liable only for reasonable costs incurred by the selected Bidder 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 Bidder 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 Bidder must cure any such failure to perform or default. If the selected Bidder fails to cure the default within the time specified, the BRAA may then terminate the subject contract by providing written notice to the selected Bidder. The BRAA further reserves the right to suspend or debar the selected Bidder in accordance with the appropriate BRAA ordinances, resolutions, and/or policies. The vendor will be notified by letter of the BRAA’s intent to terminate. In the event of termination for default, the BRAA may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Bidder.

### 1.33 ACCESS AND AUDIT OF RECORDS

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

### 1.34 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)

### 1.35 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.

### 1.36 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.

### 1.37 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.

### 1.38 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.

### 1.39 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 Bidder agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The selected Bidder 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 Bidder 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 Bidders in connection with this contract.

#### 1.40 MINIMUM WAGE REQUIREMENTS

The selected Bidder 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.

#### 1.41 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 Bid response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his/her/its Bid 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 Bidder 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 Bid number clearly marked on the outside. The BRAA will not accept Bids when the entire Bid is labeled as exempt from disclosure. The BRAA's determination of whether an exemption applies shall be final, and the Bidder 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 Bidder(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.

#### 1.42 CONFLICTS OF INTEREST

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

#### 1.43 PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted Bidders list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids 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.

#### 1.44 TAXES

The BRAA is exempt from payment of Florida state sales and use taxes. The selected Bidder 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 Bidder authorized to use the BRAA's tax exemption number in securing such materials.

#### 1.45 FORCE MAJEURE

The BRAA and the selected Bidder 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 are 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 governmental approvals, permits or licenses and/or economic hardship of the selected Bidder 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.

#### 1.46 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 Bidder and the BRAA.

#### 1.47 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 Bidder.

#### 1.48 SHIPPING TERMS

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

#### 1.49 PREFERENCE FOR FLORIDA BUSINESSES

Pursuant to Section 287.084, Florida Statutes, where a bid involves the purchase of personal property, a 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 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 Bidders with a principal place of business within the State of Florida. Where the 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 bidder having a principal place of business in the State of Florida.

#### 1.50 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.

#### 1.51 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 Bidder 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 Bidder 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.

#### 1.52 E-VERIFY REQUIREMENTS

The Bidder warrants compliance with all federal immigration laws and regulations that relate to their employees and subcontractors. The Bidder 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 1.32 "Termination," if the BRAA has a good faith belief that the selected Bidder 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 Bidder and order the selected Bidder to immediately terminate its contract with the subcontractor. The selected Bidder shall be liable for any additional costs incurred by the BRAA as a result of the termination of this Contract based on the selected Bidders's failure to comply with E-verify requirements referenced herein.

#### 1.53 FEDERAL GRANT ASSURANCES

The Selected Bidder understands that BRAA conducts operations at the Airport in conformance with its Grant Assurances to the Federal Aviation Authority ("FAA"), and agrees to perform all services and provide all goods in

compliance with those Grant Assurances. The parties agree that all terms and conditions of this Agreement shall be interpreted in conformance with the Grant Assurances including without limitation the following:

A. Compliance with Nondiscrimination Requirements:

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

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

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits

discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on June 19, 2018 Page 23;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

END OF SECTION 1

## **SECTION 2: SPECIAL TERMS AND CONDITIONS**

### **2.1 PURPOSE**

The purpose of this Solicitation is to establish a contract for Engineered Materials Arresting System (EMAS) Repair services with a qualified contractor in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

### **2.2 PRE-BID CONFERENCE AND SITE VISIT**

The BRAA will not conduct a site visit for this solicitation. However, it is recommended that the Bidder visit the site of the proposed work. See Section 2.8 below for further information.

### **2.3 AGREEMENT PERIOD**

The services provided under this Solicitation shall commence upon the date of a duly executed Agreement, and shall remain in effect until such time as the services acquired in conjunction with this Invitation to Bid, have been completed and accepted by the BRAA's authorized representative.

### **2.4 METHOD OF AWARD: BEST PRICE**

The BRAA will award this contract to the responsive and responsible Bidder who submits the best price to perform the work. The determination of best price shall be based on the total bid price, which shall consist of the Bidder's base bid plus the fixed allowance established by the BRAA. The amount of the allowance will be the same for all Bidders, and its inclusion is mandatory. The allowance shall be used solely at the discretion of the BRAA.

### **2.6 PRICES SHALL BE FIXED AND FIRM**

If the Bidder is awarded a contract under this Solicitation, the prices offered by the Bidder shall remain fixed and firm during the performance of the work, except for any change orders or variations, which must meet the prior approval and authorization of the BRAA. The fixed allowance included in the total bid price shall not be subject to adjustment, except by written directive of the BRAA.

### **2.7 PRICE ADJUSTMENTS**

Prices shall not be subject to any increase for one hundred and twenty (120) calendar days from the date of the award. Any price increase proposed shall be submitted to the BRAA thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the selected bidder which are demonstrated to be industry wide. The BRAA shall be the sole judge of whether a price increase will be permitted, and will either grant or reject the proposed increase in writing. The Allowance amount, as established by the BRAA, shall not be subject to any price adjustment.

### **2.8 EXAMINATION OF BRAA FACILITIES OR EQUIPMENT**

Prior to submitting its offer, it is recommended that the Bidder visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. To schedule such a visit, contact [travis@bocaairport.com](mailto:travis@bocaairport.com). The Bidder is also advised to examine carefully any drawings, specifications, or equipment, and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. No additional allowances will be made because of lack of knowledge of these conditions.

## 2.9 EQUAL PRODUCTS

The manufacturer's name, brand name and/or model number information contained in this Solicitation, if any, are being used for the sole purpose of establishing the minimum requirements of the level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material and quality, unless expressly stated. This specific Solicitation requires submission of the following documentation to enable BRAA evaluation of "equal" products:

- a. Product Information Sheets
- b. Product Samples Upon Specific Request

If an "equal" product may be considered by the BRAA, the item shall be equal in quality and standards of performance to the item specified in the Solicitation. Where an "equal" item is offered, and product information sheets are required, the initial offer must be accompanied with complete product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures). Also for product information submittals, all supporting documentation submitted by the Bidder must in total meet the required specifications set forth in this Solicitation. Where the standard product literature submitted with the Bid provides information that does not comply with the specifications, the Bidder shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item it is offering, and the item described by the standard product literature, to substantiate compliance to all of the specifications set forth in this Solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the Solicitation specifications. If the product must be certified or accepted by a state or federal agency for the contemplated work, any and all "equal" product must be similarly certified or accepted.

If samples of all "or equal" items Bid are required for evaluation, such items are to be provided at no cost to the BRAA and should be provided at the time of specific request by the BRAA. Failure to meet this requirement may result in Bidder's offer being rejected.

## 2.10 INSURANCE

The selected Bidder shall provide insurance coverage in accordance with the Boca Raton Airport Authority Insurance Standards for BRAA Vendors 9"Attachement A") available at <https://bocaairport.com/wp-content/uploads/2019/08/FULL-INSURANCE-STANDARDS-Current.pdf>

The selected Bidder 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 provide 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 Bidder'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 Bidder 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 Bidder 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.

## 2.11 CERTIFICATIONS

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

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

The selected Bidder shall submit an invoice to the BRAA at the beginning of each calendar month for all services performed or goods received 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 basic information: the awarded Bidder’s name and address, an invoice number, date of invoice, description of the goods received or services performed, the contract number, purchase order number, and any discounts.

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

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

## 2.13 WARRANTY REQUIREMENTS: ONE (1) YEAR

In addition to all other warranties that may be supplied by the Bidder, the awarded Bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year from the date of acceptance of the labor, materials and/or equipment by the BRAA. This warranty requirement shall remain in force for the full period, regardless of whether the awarded Bidder is under contract with the BRAA at the time of defect. Any payment by the BRAA on behalf of the goods or services received from the awarded Bidder does not constitute a waiver of these warranty provisions.



## 2.14 ADDITIONAL FACILITIES OR PRODUCTS

Although this Solicitation and resultant Contract may identify specific facilities or products, it is hereby agreed and understood that any BRAA facility or related product may be added to this Contract at the option of the BRAA, for similar products or services. The awarded Bidder shall be invited to submit price quotes for these additional facilities or products. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the awarded Bidder by formal modification of the Contract or Purchase Order. The BRAA may determine to obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the awarded Bidder, or for other reasons, at the BRAA's sole discretion.

## 2.15 DEMONSTRATION OF EQUIPMENT

Demonstrations and/or samples may be required and shall be at no charge to the BRAA.

## 2.16 HOURLY RATE

Any hourly rate quoted shall be deemed to provide full compensation to the awarded Bidder for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted.

## 2.17 PATENTS AND ROYALTIES

The awarded Bidder, without exception, shall indemnify and hold harmless the BRAA and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the awarded Bidder. The awarded Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by awarded Bidder, or is based solely and exclusively upon the BRAA's alteration of the article. The BRAA will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the awarded Bidder may, at its option and expense, procure for the BRAA the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the BRAA agrees to return the article on request to the awarded Bidder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the awarded Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

## 2.18 SUBCONTRACTING IS NOT ALLOWED

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

## 2.19 OTHER FORMS OR DOCUMENTS

If the BRAA is required by the awarded Bidder 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 Bidder's forms or

documents. A sample of all forms or documents required by the Bidder in relation to this solicitation must be included in the Bidder's response.

## 2.20 FAILURE TO DELIVER OR COMPLETE WORK/PRODUCT/TIME IS OF THE ESSENCE

It is hereby agreed and understood that time is of the essence in the performance of the work and/or the delivery of the product. Should the awarded Bidder fail to deliver or complete the work or product within the time stated in the Contract, it is hereby agreed and understood that the BRAA reserves the authority to cancel the Contract in accordance with the procedures set forth in Section 1.32(c) of the General Terms and Conditions. If the BRAA exercises this authority, the BRAA shall be responsible for paying the awarded Bidder for work which was completed and items delivered and accepted by the BRAA in accordance with the Contract specifications. The BRAA may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and beyond the original Contract price, which were incurred by the BRAA, as a result of having to secure the services of another vendor.

## 2.21 CORRECTING DEFECTS

The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the BRAA, within twenty-four (24) hours after the BRAA notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct the defect, the BRAA may procure the products or services from another source and charge the awarded Bidder for any additional costs that are incurred by the BRAA for this work or items; either through a credit memorandum or through invoicing.

## 2.22 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All contractors performing services or delivering goods under this contract shall conform to all relevant OSHA, State and BRAA regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the BRAA.

## 2.23 STORAGE OF MATERIALS

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

## 2.24 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant Contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any

of the materials supplied to the BRAA by the awarded Bidder are found to be defective or do not conform to specifications: (1) the materials may be returned to the awarded Bidder at the awarded Bidder's expense and the Contract cancelled or (2) the BRAA may require the awarded Bidder to replace the materials at the awarded Bidder's expense.

## 2.25 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the awarded Bidder performing under this Contract is required to provide two (2) complete sets of Material Safety Data Sheets to the BRAA for any products that are subject to these regulations. This information shall be provided at the time when the initial delivery is made, on a product by product basis.

END OF SECTION 2

## **SECTION 3: SCOPE OF WORK**

### **PART A - PURPOSE AND GENERAL INFORMATION**

#### **1. General**

The Boca Raton Airport Authority (BRAA) desires to contract with a qualified Bidder to perform repairs to the Runway 5 Departure End Engineered Materials Arresting System (EMAS) that was damaged as a result of an aircraft accident. All work shall be performed in accordance with Federal Aviation Administration (FAA) Advisory Circular 150/5220-22B and under the supervision of the EMAS manufacturer.

#### **2. Scope of Work**

The selected Bidder shall provide all labor, materials, equipment, and supervision necessary to complete the following tasks:

##### **A. Removal and Cleanup**

- Remove and dispose of damaged EMAS blocks and related seam seals under direction and supervision of the manufacturer.
- Perform cleanup of damaged areas of the EMAS bed under the direction and supervision of the manufacturer.

##### **B. Installation**

- Replace the damaged block with 130 new blocks under the direction and supervision of the manufacturer.
- Replace the 4 damaged shield sections with new shield under the direction and supervision of the manufacturer.
- Replace all seam seals, blast deflectors, and pavement markings as required in all areas under the direction and supervision of the manufacturer.

##### **C. Work Hours and Site Restoration**

- Conduct all work during nighttime hours: Sunday night through Friday morning, 9:00 p.m. to 7:00 a.m. local time.
- Perform daily site cleanup and restoration to ensure safe reopening of the runway at the start of each operational day.

##### **D. Equipment**

- Provide all equipment necessary to facilitate safe and effective repairs to the EMAS bed under night-time working conditions, including lighting, safety devices, FAA approved closure markers, low profile barricades with lighting, and other required apparatus.

## **SECTION 4: MINIMUM QUALIFICATIONS AND EXPERIENCE**

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

4.1 The Bidder and its current personnel must have previous acceptable experience in the completion of at least two (2) EMAS installation and/or repair projects in the last ten (10) years in Florida. The BRAA shall be the sole judge of acceptable previous experience.

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

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

4.5 The Bidder 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.

4.6 The Bidder must NOT be listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies. Provide an executed copy of the Scrutinized Company Certification form included in this ITB.

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

## SECTION 5: RESPONSE REQUIREMENTS

### PART A: BIDDER PROFILE

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

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

**The Bidder 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: BID REQUIREMENTS

**Failure to provide the information required by Items 1 through 7 below by the deadline for submission may result in a finding of non-responsiveness by the BRAA. The BRAA will determine whether the Bidder and its Bid 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, "Bidder" includes the Bidder's principals if Bidder is a joint venture, limited liability company or partnership, and the Bidder's shareholders owning greater than 10% of Bidder's stock if the Bidder is a corporation.

Each Bid shall include the following:

- 1) **Summary of Experience and Qualifications:** A detailed summary of experience and qualifications to perform the services required under this ITB, including any equipment, licenses, permits or training certifications necessary for the performance of the services or indicative of the Bidders qualifications to perform the services.
- 2) **Bankruptcy, Litigation & Contract Dispute Information:** Bidder 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 Bidder, its parent or subsidiaries, predecessor organizations, any of its wholly-owned subsidiaries, or any of its owners or officers during the last (5) years. The list shall include all case names; case, arbitration, or hearing identification

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

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

## SECTION 6: BID/PRICING INFORMATION

### 8.1 PRICING PROPOSAL

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

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

The bid submitted below will include all travel, labor, equipment, and materials required to complete the job to BRAA standards. In addition, an allowance in the amount of \$25,000 shall be included in the Bidder's Total Bid. This allowance is established by the BRAA and is to be used only at the BRAA's direction. The inclusion of this allowance in the bid is mandatory. The BRAA will evaluate bids based on the Total Base Bid (including the fixed allowance).

| Item                                                                                                        | Amount   |
|-------------------------------------------------------------------------------------------------------------|----------|
| Base Bid (The bidder's actual competitive price for labor, materials, and services excluding the allowance) | \$ _____ |
| BRAA Allowance/Contingency (Fixed at \$XX)                                                                  | \$25,000 |
| <b>Total Bid (Base Bid + Fixed Allowance)</b>                                                               | \$ _____ |



## **Section 7: BID SUBMITTALS**

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

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

## A. BID SUBMITTAL SIGNATURE PAGE

By signing this Bid, the Bidder 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:

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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 Bidder agrees to all terms and conditions of this solicitation and the resulting contract/agreement.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS BID, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'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 BID NON-RESPONSIVE. THE BOCA RATON AIRPORT AUTHORITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS BID.**

## B. ACKNOWLEDGEMENT OF ADDENDA

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INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

---

### PART I:

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

Addendum #1, Dated \_\_\_\_\_  
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

### C. CONFLICT OF INTEREST DISCLOSURE FORM

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

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

\_\_\_\_\_ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

#### **D. 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 Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Bidder, 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

## **E. DRUG-FREE WORKPLACE**

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

Acknowledged by:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

## F. 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 Bidder  
that has submitted a Bid to perform work for the following:

RFP No.: \_\_\_\_\_ Title: \_\_\_\_\_

- b. He/She is fully informed respecting the preparation and contents of the attached Invitation to Bid,  
and of all pertinent circumstances respecting such solicitation.

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

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

## **G. 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: \_\_\_\_\_



## H. 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 8: SAMPLE AGREEMENT FORMAT

Below is the standard agreement format for this Invitation to Bid. 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 35<sup>th</sup> 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 Invitation to Bid 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 BIDS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the BRAA's Invitation to Bid 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 Work attached hereto as Exhibit A, and as further identified in the specifications accompanying the BRAA's Invitation to Bid No. <Number>, which are incorporated herein by reference.

#### ARTICLE 3. COMPENSATION

The BRAA shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto as and incorporated herein as Exhibit B, according to the terms and specifications described in Invitation to Bid No. <Number>.

#### ARTICLE 4. CONTRACT TERM

This Agreement is in full force and effect upon full execution by the BRAA and shall remain in effect until the work described in the Scope of Work has been fully completed and accepted by the BRAA, unless earlier terminated in accordance with this Agreement.

#### 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 contract 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 its own negligence, or intentional acts of the BRAA, its agents or employees, when such agents or employees are acting within the course and scope of their agency or employment, as applicable. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

#### ARTICLE 6. PUBLIC RECORDS

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

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE BOCA RATON AIRPORT AUTHORITY, 903 NW 35<sup>TH</sup> STREET, BOCA RATON, FL 33431. THE CUSTODIAN OF PUBLIC RECORDS MAY BE CONTACTED BY PHONE AT \_\_\_\_\_ OR VIA EMAIL AT \_\_\_\_\_.**

#### ARTICLE 7. MISCELLANEOUS PROVISIONS

- a) Notice. All notices or other written communications required, contemplated, or permitted under

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

As to the BRAA:

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

Attn: Executive Director  
Email: clara@bocaairport.com

As to the Contractor:

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

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

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

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

- a. Terms and conditions as contained in this Agreement.

- b. Terms and conditions contained in ITB No. \_\_\_\_\_.
- c. Contractor's response to ITB 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: \_\_\_\_\_