

**REQUEST FOR PROPOSALS  
FOR CUSTOMS AND BORDER PATROL FACILITY CONSULTANT  
FOR THE BOCA RATON AIRPORT  
RFP #2011-BRAA-007**

Pursuant to the Boca Raton Airport Authority Procurement Code (the "Procurement Code"), the Boca Raton Airport Authority ("BRAA") invites qualified persons and legal entities to submit Proposals for consideration to provide the following services to the BRAA.

**Customs and Border Patrol Facility Consultant**

**Scope of Services**

The non-exclusive Customs and Border Patrol Facility Consultant (the "Consultant") will provide ongoing support and technical analyses for the assessment of feasibility and subsequent implementation of a new Customs and Border Patrol ("CBP") facility (the "Facility") for processing international arrivals at the Boca Raton Airport. The Consultant will not be required to provide architectural or engineering design services, or other specialty services (e.g. site surveying, geotechnical studies) associated with such design services. In addition to the foregoing, it is anticipated that the following specific services may be needed:

- 1) Provision of support to the BRAA in its coordination with decision-makers at the relevant federal agencies, including CPB;
- 2) Assisting the BRAA in determining the feasibility of receiving staffing support for the Facility;
- 3) Demand forecasting;
- 4) Preparation of a benchmarking study of similar CBP facilities established at other similar general aviation airports within the past five years;
- 5) Development of the Facility program and operations plan;
- 6) Preparation of a financial analysis for the Facility, including identification of capital costs, ongoing operations and maintenance costs, and sources of funding for development of the Facility; and
- 7) Additional support and consulting for the BRAA during implementation, if the BRAA elects to proceed with the development of the Facility

(the "Scope of Services").

**Respondent Profile**

Respondent shall provide the BRAA with the following information:

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

“Respondent” is the person or legal entity who will be entering into the Agreement with the BRAA. Respondent may consist of any formal business entity authorized to do business in the State of Florida (i.e., Partnership, Corporation, Limited Liability Company, Joint Venture, Sole Proprietorship, etc).

**Proposal Requirements**

**Failure to provide the information required by Items 1 through 6 below at the time of proposal opening may result in a finding of non-responsiveness by the BRAA. The BRAA will determine whether the Respondent’s Proposal is responsive to the requirements specified herein. The BRAA reserves the right to waive minor technicalities or irregularities when it is in its best interest.**

Each Proposal shall include (for requirement nos. 2, 3 & 4, “Respondent” includes the principals of Respondent if Respondent is a joint venture, limited liability company or partnership, and the Respondent’s shareholders owning greater than 10% of Respondent’s stock if Respondent is a corporation):

- 1) **Summary of Experience**– A detailed summary of experience related to the Scope of Services. Such experience must include work begun or ongoing within the last five (5) years. This summary shall include a detailed description of tasks performed, clients served, and results.
- 2) **Bankruptcy, Litigation & Contract Dispute Information** — Respondent is required to make the following disclosures to BRAA in their Proposal:
  - a) A complete list and description of all bankruptcy petitions (voluntary or involuntary) and assignments for the benefit of creditors that have been filed by or against the Respondent, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past five (5) years. In addition, a

complete list and description of any circumstances in which the Respondent, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary has been in receivership during the past five (5) years. Include in the description the disposition of each such petition, case, receivership or other controversy.

- b) A complete list and description of all business-related lawsuits and litigation, claims, arbitrations, and administrative hearings; negligence; errors and omissions; and contract defaults, terminations, suspensions, or failure to perform brought by or against the Respondent, its parent or subsidiaries, predecessor organizations, any of its wholly-owned subsidiaries, or any of its 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 business related offenses in which the Respondent, its officers, predecessor organization(s), or wholly owned subsidiaries were defendants. Respondent shall include in this list any criminal investigations of which Respondent or any of Respondent’s principals were aware. Respondent shall include in this list any criminal proceedings or records that have been sealed by a court.
- 4) **Suspension or Debarment Information** — A complete list and description of all solicitations from which Respondent or its officers, or predecessor organization(s) have been suspended or debarred from bidding on by any government during the last five (5) years.
- 5) **Financial Terms** - Respondent must propose to the BRAA an hourly rate for the work set forth in the Scope of Services. The Respondent may provide different hourly rates for different employees of the Respondent or for different categories of work under the Scope of Services. The hourly rate(s) shall include all other associated costs, including but not limited to clerical time, copying charges, internet research charges, etc.
- 6) **Statement of Offer** – The Proposal must contain the following statement:

I, \_\_\_\_\_, as principal or agent of \_\_\_\_\_, hereby agree and certify that this Proposal constitutes an offer to the BRAA to perform the Scope of Services set forth in the RFP in accordance with the General Conditions. This offer shall remain open until May 31, 2012, or until the RFP is awarded, whichever occurs first.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**Proposal Instructions**

Written Proposals shall be limited to a maximum of five (5) pages, excluding litigation and other contract dispute information.

Submit Five (5) complete copies of all requested material to:

Boca Raton Airport Authority  
3701 FAU Blvd., Suite 205  
Boca Raton, Florida 33431

**RE: RFP #2011-BRAA-007**

**BRAA must receive Proposals no later than 4:30 P.M., Eastern Standard Time (“EST”), on February 27, 2012.** BRAA will not accept electronically transmitted, late, or misdirected proposals. Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your Proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. The time and date for receipt of Proposals will be strictly observed. The BRAA will not be responsible for late deliveries or mail delays. Each Proposal will be time/date stamped upon receipt. Proposals received after the specified time and date shall be returned unopened.

**Inquiry Period**

Potential Respondents may submit written requests for clarification or additional information to the BRAA by the close of business on February 6, 2012. BRAA may, at its sole discretion, publish addenda addressing issues raised in the requests for clarification or additional information. As of 4:30p.m. EST on February 6, 2012, BRAA will not accept requests for clarification or additional information.

**In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in any meeting or proceeding concerning this RFP because of that disability shall contact Ms. Kim Singer, not later than five (5) calendar days prior to the meeting or proceeding. She may be reached at the Boca Raton Airport Authority, 3701 FAU Blvd., Suite 205, Boca Raton, FL 33431, telephone number (561) 391-2202; fax number (561) 391-2238.**

**Cone of Silence**

As provided in the Procurement Code, the Cone of Silence, which restricts communications with the BRAA or any of its members, the Manager or any of the Manager's staff, consultants or agents, is in effect as of the time of advertisement. **VIOLATION OF THE CONE OF SILENCE IMMEDIATELY AND PERMANENTLY DISQUALIFIES RESPONDENTS OR POTENTIAL RESPONDENTS FROM CONSIDERATION IN THIS RFP.** Please review the Procurement Code for further details. It is the responsibility of the Respondent and potential Respondents to become familiar with the Cone of Silence. The Cone of Silence terminates when the Manager takes action that ends the solicitation. The Procurement Code can be found online at [www.bocaairport.com](http://www.bocaairport.com).

**Selection Process**

The BRAA will award a contract from among the responsive and responsible Proposals received. The selection process will proceed as follows:

**Determination of Responsiveness**

The Manager will first review each Proposal for responsiveness to the terms and conditions of the RFP.

**Interviews/Selection**

Each responsive proposer will be interviewed by the Procurement Committee on March 15, 2012 (specific times will be posted at a later date). After interviews have been conducted, the Procurement Committee will rank the Proposal based on a determination of best value to the BRAA, as defined in the Procurement Code.

**Negotiation of Contract**

The Manager and Airport Legal Counsel will commence negotiations with the highest-ranked vendor on the terms and conditions of a non-exclusive contract. If an agreement cannot be reached with the highest-ranked vendor within fourteen (14) days, then the Manager and Airport Legal Counsel shall commence negotiations with the next highest-ranked vendor until the terms and conditions of a contract can be agreed upon.

**Recommendation for Award**

After a contract has been negotiated and executed by the vendor, the Manager shall recommend award of the contract to the Authority, which may accept or reject award.

**Evaluation Criteria**

The Procurement Committee will select from among the responsive Respondents based upon the following weighted evaluation criteria:

**50% — Financial Terms**

**50% — Capability, Reliability and Experience**, including but not limited to the Respondent's past experience, Respondent's contract, litigation and other history, any other factors bearing upon the capability, reliability and experience of the Respondent.

### **Instructions and Information for Respondents**

#### **Proposals at Respondent's Expense**

Each Respondent is responsible for the costs incurred in preparing their Proposal. The BRAA will not reimburse for any of these costs.

#### **Inquiries/Interpretations:**

All Respondents shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the Manager in writing prior to the end of the inquiry period. Failure to do so, on the part of the Respondent, will constitute an acceptance by the Respondent of any reasonable interpretation of the RFP requirements by the BRAA.

#### **Addenda:**

Should revisions to the RFP documents become necessary, the Manager will issue an addendum and notify each potential Respondent in writing.

#### **Accuracy of Proposal Information:**

By responding and signing the Proposal, the Respondent attests that the information submitted to the BRAA in its Proposal is true, correct and accurate. The Respondent also agrees that any false, inaccurate, misleading, exaggerated, or incorrect information provided as part of their Proposal may be deemed inappropriate and/or non-responsive and shall be disqualified from further consideration.

#### **Protest:**

Protests arising from the terms of the RFP and/or from the decisions of the Manager shall be made in accordance with the procedures set forth in the Procurement Code. The Procurement Code sets forth administrative procedures that must be exhausted prior to the initiation of any claim in a court of law.

#### **Rejection of All Proposals; Cancellation of the RFP:**

In accordance with the Procurement Code, the Manager may, at any time prior to award, reject all Proposals or cancel the RFP. The decision to reject all Proposals or cancel the RFP may be made for any reason.

**Confidential and Proprietary Information:**

The BRAA is subject to Chapter 119, Florida Statutes (the “Public Records Laws”), which makes all Proposals and other information provided by Respondents a matter of public record. No claim of confidentiality or proprietary information in all or any portion of a Proposal will be honored unless a specific exemption from the Public Records Laws exists and it is cited in the Proposal. A blanket statement that the entire Proposal is exempt from the Public Records Law is not acceptable and will not be honored. Any claimed exemption must be specifically identified by page(s) and paragraph number(s). An incorrectly claimed exemption does not disqualify the Respondent, only the exemption claim.

**Governing Law:**

This RFP shall be governed by the laws of the State of Florida, and the venue for any legal action will be in Palm Beach County, Florida.