

**REQUEST FOR LETTERS OF INTEREST
SECURITY GUARD SERVICES
AT
BOCA RATON AIRPORT
RLI #2010-BRAA-001**

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 Letters of Interest ("LOI"), including statements of qualifications and experience for consideration to provide services on the following project.

Security Guard Services

The BRAA seeks to enter into a contract for security guard services. The person or entity responding (the "Respondent") to this Request for Letters of Interest ("RLI") shall provide the BRAA with a detailed LOI indicating qualifications to perform security guard services for an Airport, including experience, financial stability, expertise, familiarity with applicable laws and a history of successful performance of similar services.

Respondent Profile

In submitting an LOI in response to this RLI, the Respondent shall be the person, legal entity or government agency 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) or a government agency. Respondent shall provide the BRAA with the following information:

- 1) The Respondent's legal name(s), headquarters address, local office address, state of incorporation, if applicable, and key contact names.
- 2) If Respondent is a private entity, 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.

Eligibility Requirements

- 1) **Existence.** The Respondent or a principal of Respondent shall have been in continuous existence for at least the last five (5) years and shall have demonstrated experience for the last three (3) consecutive years in security and the provision of security guard services.

- 2) **Experience and Qualifications.** The Respondent shall demonstrate experience in the provision of security and security guard services to airports or other similar transportation facilities. The Respondent shall detail all qualifications of the Respondent, including the Respondent's employees, relevant to the provision of security and security guard services to airports or other similar transportation facilities, including education, training, experience, licenses and certifications.
- 3) **Financial Information** — Respondent is required to submit its annual financial statements for the last 5 years, in the form of its balance sheets, income statements, and annual reports. If Respondent is a privately held entity and asserts that any of its financial statements are confidential trade secret information, the Respondent shall make the financial statements which it asserts are confidential available in Palm Beach County, Florida, for inspection and examination by the appropriate BRAA staff or designated consultant prior to evaluation or no later than the time specified in writing by the Chair of the BRAA.
- 4) **Bankruptcy, Litigation & Contract Dispute Information** — Respondent is required to make the following disclosures to BRAA:
 - 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.
- 5) **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.
- 6) **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.
- 7) **Negative Contract Performance Information** — A complete list and description of all terminated or rescinded contracts to which Respondent was a party. This list must also include the circumstances under which the contract was terminated or rescinded.

Address

Respondent shall address its LOI to:

Boca Raton Airport Authority
3700 Airport Road, Suite 304
Boca Raton, Florida 33431

RE: RLI #2010-BRAA-002

BRAA must receive LOIs no later than 4:00 P.M., Eastern Standard Time (“EST”), on February 16, 2010. BRAA will not accept electronically transmitted, late, or misdirected LOI. Respondents are cautioned that they are responsible for timely delivery of their LOI to the specific location cited above. Therefore, if your LOI 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 LOI will be strictly observed. The BRAA will not be responsible for late deliveries or mail delays. Each LOI will be time/date stamped upon receipt. LOI received after the specified time and date shall be returned unopened.

Voluntary Pre-Submittal Conference

A **Voluntary Pre-Submittal Conference** will be held on **January 26, 2010 at 10:00 A.M.** at 3700 Airport Road, Suite 304, Boca Raton, Florida 33431. **Attendance at the Pre-Submittal Conference is not required.** The Pre-Submittal Conference is held for informational purposes only.

FOR ADDITIONAL PROJECT INFORMATION CONTACT:

RLI Contact: Mr. Ken A. Day, Airport Manager
Phone: (561) 391-2202
E-mail: ken@bocaairport.com

Inquiry Period

Potential Respondents may submit written requests for clarification or additional information to the BRAA between **January 15, 2010** and **January 29, 2010**. BRAA may, at its sole discretion, publish addenda addressing issues raised in the requests for clarification or additional information. As of **4:00 P.M. EST on January 29, 2010**, BRAA will not accept requests for clarification or additional information.

Copies of the RLI may be obtained from the BRAA at the above address. This RLI is also available for downloading from the Internet at **www.bocaairport.com**.

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 RLI because of that disability shall contact Ms. Kim Singer, not later than seven (7) calendar days prior to the meeting or proceeding. She may be reached at the Boca Raton Airport Authority, 3700 Airport Road, Suite 304, 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 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 RLI. 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 BRAA takes action that ends the solicitation. The Procurement Code can be found online at **www.bocairport.com**.

Selection Process

Short Listing:

The Selection Committee will review the LOIs received in response to the RLI, and reduce the number of eligible Respondents to only those Respondents whose LOIs are found to be responsive to the terms and conditions of the RLI and who are responsible to perform the security guard services at the Boca Raton Airport.

Interviews:

Pursuant to Sections 281.301 and 331.22, Florida Statutes, the BRAA will then contact each of the short-listed Respondents to set up private interviews with the Selection Committee. **The representatives of Respondent in attendance at the interview shall have the ability to bind the Respondent. Failure of Respondent to have representatives in attendance with the ability to bind the Respondent will result in immediate disqualification.** During the interview, the Selection Committee will provide the Respondent with the requirements of the BRAA for performance of the security guard services. The Respondent will be given the opportunity to: 1) confirm that it can meet the requirements of the BRAA for performance of the security guard services; 2) offer better alternatives to the requirements of the BRAA for performance of the security guard services; 3) offer additional services incident to the provision of security guard services; and 4) make a binding offer of financial terms for the security guard services requested of and/or proposed by the Respondent. Airport Legal Counsel will draft a Memorandum of Understanding during the Selection Committee meeting, which will constitute the Respondent's offer to the BRAA and which the Respondent will be required to execute. The Selection Committee will rank the Respondent's offers, as set forth in the Memoranda of Understanding, based on Best Value as defined in the BRAA Procurement Code.

Negotiation and Award:

After ranking, the Airport Manager, in consultation with the Airport Legal Counsel, will negotiate contractual terms and conditions with the highest-ranked Respondent, consistent with the Memorandum of Understanding, until the Airport Manager can reach acceptable terms and conditions to bring before the BRAA as an offer. If the Airport Manager and the highest-ranked Respondent cannot reach acceptable terms and conditions within thirty (30) days, then the Airport Manager will terminate negotiations with the highest-ranked Respondent and commence negotiations with the next-highest-ranked Respondent. The Airport Manager will proceed in this manner until acceptable terms and conditions are reached. If the Airport Manager cannot agree on acceptable terms and conditions with any short-listed Respondent, then the RLI will be cancelled or re-opened at the discretion of the BRAA.

Once a Respondent and Airport Manager agree on acceptable terms and conditions, the negotiated Agreement will be presented to the BRAA as an offer. The BRAA may award the Agreement to the Respondent, direct the Airport Manager to re-commence negotiations, or cancel the RLI.

General Conditions, Instructions and Information for Respondents

Inquiries/Interpretations:

All Respondents shall carefully examine the RLI. Any ambiguities or inconsistencies shall be brought to the attention of BRAA staff in writing no later than the Pre-Submittal Conference Date. Failure to do so, on the part of the Respondent, will constitute an acceptance by the Respondent of any reasonable interpretation of the RLI requirements by the BRAA. Any questions concerning the intent, meaning and interpretations of the RLI shall be requested in writing, and received by the BRAA by the Pre-Submittal Conference Date. The BRAA will not be responsible for any oral instructions made by any employee(s) of the BRAA in regard to the RLI.

Addenda:

Should revisions to the RLI become necessary, the BRAA will post addenda information on the web-site: **www.bocaairport.com**. All Respondents should periodically check the web site or contact the BRAA administrative offices for addenda information. Failure to do so could result in the Respondent submitting inaccurate information in the LOI which could result in rejection as non-responsive.

Submittal Preparation Costs:

Neither the BRAA nor its employees, agents or representatives shall be liable for any expenses incurred in connection with or relation to the preparation of an LOI or other activities associated with this procurement. This RLI does not constitute an offer for an agreement or contract between the Respondent and the BRAA. Respondents should prepare their LOI simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of the RLI.

Accuracy of Information:

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

Insurance Requirements:

Insurance requirements will be included in the Agreement. The specific types and amounts of insurance required will be determined by the BRAA's Insurance Broker of Record based on the uses proposed in the LOI and Interview. Certificates indicating that the required insurance is in effect will be required when the Agreement is executed.

Protest:

Protests arising from the terms of the RLI and/or from the decisions and/or votes of the Selection Committee or BRAA 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 LOIs; Cancellation of the RLI:

In accordance with the Procurement Code, BRAA may, at any time prior to award of the Agreement, reject all LOIs or cancel the RLI. The decision to reject all LOIs or cancel the RLI may be made for any reason.

BOCA RATON AIRPORT AUTHORITY

3700 Airport Road, Suite 304
Boca Raton, Florida 33431
(561) 391-2202 FAX (561) 391-2238

Governing Law:

This RLI and the Agreement 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.