CITY OF NAPLES AIRPORT AUTHORITY (NAA)
Board of Commissioners
Notice of Consultant Selection Committee Meeting

AGENDA

Airport Office Building, 2nd Floor Conference Room
200 Aviation Drive North
Naples, Florida

Thursday, June 6, 2019
8:30 a.m.

Commissioner Donna M. Messer – Chair and NCC Liaison
Commissioner Michael Lenhard – Vice Chair and Consultant Selection Committee Chair
Commissioner James Rideoutte – Audit Committee Chair, Consultant Selection Committee Member
Commissioner Ted Brousseau – Legal Liaison
Commissioner Kerry C. Dustin, Audit Committee Member
Executive Director: Christopher A. Rozansky
Authority Attorney: William L. Owens, Esq. of Bond, Schoeneck & King, PLLC

Welcome. If you wish to address the Consultant Selection Committee regarding an item listed on the Agenda, please complete a Speaker Registration form and hand it to the Executive Assistant prior to consideration of that item. We ask that speakers limit comments to 5 minutes and that large groups name a spokesperson whenever possible. All written, audio-visual, and other materials distributed to Committee members or staff during this meeting will become the property of NAA and will be a public record. Thank you for your interest and participation.

NOTICE

Formal action may be taken on any item listed on the Agenda below, or added to the Agenda before or during the meeting, or discussed during the meeting without being added to the Agenda. Also, the sequence of items may be changed as the meeting progresses.

Any person who decides to appeal a decision of this Committee with respect to any matter considered at this meeting (or hearing) will need a record of the proceeding and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be heard.

Any person with a disability requiring auxiliary aids or services in order to participate in this proceeding for meetings at the City Council Chamber may call the City Clerk's Office at 213-1015, or for meetings at the Airport Office Building, the NAA Executive Assistant's Office at 643-0733, with requests at least two business days before the meeting.

Information on Action Items and other items which has been provided in advance of this meeting may be inspected at the office of the Executive Assistant, General Aviation Terminal Building, 2nd Floor, 160 Aviation Drive North. Minutes of this meeting will be prepared for Board approval, usually at the next Regular Meeting.

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. AGENDA (Add, delete or re-sequence items)

D. DISCUSSION ITEM

1. **Interviews and Rankings of Qualified Respondents to Information Technology Support Services Consultant - Request For Proposals**

   a. ITVantage, Inc.

   b. Softrim, LLC

E. PUBLIC COMMENTS (Public comments accepted for items not otherwise listed on the Agenda; 5 minute limit)

F. CORRESPONDENCE/COMMISSIONER COMMENTS & REQUESTS/MEETINGS

G. ADJOURN

Information on Discussion Items and other items which has been provided in advance of this meeting may be inspected at the office of the Executive Assistant, General Aviation Terminal Building, 2nd Floor, 160 Aviation Drive North. Minutes of this meeting will be prepared for Board approval, usually at the next Regular Meeting.

NOTE: The Consultant Selection Committee is comprised of Vice Chair Lenhard and Commissioner Rideoutte. All NAA Commissioners are welcome to attend and can "opt in" to participate and vote.

Naples AIRPORT AUTHORITY

To: Honorable Chair of the Consultant Selection Committee and Commissioners

From: Christopher A. Rozansky, Executive Director

By: Margo Kidd, Business Analyst MK

Meeting Date: June 6, 2019

Re: **DISCUSSION ITEM**

1. **Interviews and Ranking of Responses to Information Technology Support Services (RFP)**

ACTION REQUESTED: Interview two (2) responding firms and make a rank-order recommendation to the Board for their meeting on June 20, 2019.

BACKGROUND: In compliance with State of Florida requirements, an RFP for the Information Technology Support Services consulting firm was issued on April 1, 2019. The RFP was advertised and posted to our website.

Respondents had until May 1, 2019 to submit their response. Four (4) submittals were received. Out of those four (4) submittals, two (2) were determined to be responsive to the RFP. They included: ITVantage and Softrim, LLC. The submittals are attached.

The first 10 minutes of the meeting will allow time for Commissioner comments and questions for staff regarding the RFP and selection process followed by consultant presentations, Commissioner questions and presentation discussion.

After all presentations, the Committee will be asked to provide a ranking of the firms interviewed. With Board approval, staff will work with the selected firm and Authority legal counsel to finalize a contract. The results of the Consultant Selection Committee will be presented to the full Board for approval on June 20, 2019.

COMMUNICATIONS PLAN: The firms will be notified of the final ranking, and the results will be posted on our web site.

REQUEST FOR PROPOSALS

Information Technology Support Services

Naples Airport Authority
160 Aviation Drive North
Naples, FL 34104

Issued
April 1, 2019

Proposal Due Date
May 1, 2019
By 2:00 PM Local Time

ADVERTISEMENT

Request for Proposals
April 1, 2019

Information Technology Support Services

Notice is hereby given that the City of Naples Airport Authority ("NAA") will receive sealed responses to a Request for Proposals ("RFP") at Naples Municipal Airport, General Aviation Terminal, Second Floor Reception Desk, 160 Aviation Drive North, Naples, FL 34104 on or before 2:00 p.m., May 1, 2019 from all interested and qualified parties with demonstrated expertise in **INFORMATION TECHNOLOGY SUPPORT SERVICES** at Naples Airport. A copy of the detailed Request for Proposals and instructions for submittal may be obtained from the Naples Airport Authority online at **https://flynaples.com** beginning April 1, 2019. **Responses are due no later than** 2:00 p.m., May 1, 2019.

A **Mandatory** Pre-Proposal Meeting will be held at 2:00 PM local time, on April 11, 2019 at Naples Municipal Airport, General Aviation Terminal, Larson Conference Room, 160 Aviation Drive North, Naples, FL 34104. Following the meeting, a group site visit will be conducted.

All questions related to this Request for Proposals shall be submitted in writing to:

Margo Kidd
Business Analyst
Naples Airport Authority
160 Aviation Drive North
Naples, FL 34104

No later than 5:00 PM local time on Tuesday, April 23, 2019. Answers to questions will be posted at http://flynaples.com in the form of an addendum to this RFP.

Proposals will be publicly opened at 2:00 PM on May 1, 2019 at Naples Airport, General Aviation Terminal, Second Floor Larson Conference Room, 160 Aviation Drive North, Naples, FL 34104. The names of the Respondents shall be read aloud.

The Authority recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the Authority are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex. The Authority has a progressive Disadvantaged, Minority, and Women-Owned Business Enterprises Program in place and encourages Disadvantaged, Minority, and Women-Owned Business Enterprises to participate in its RFP process.

The Authority adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to Airport services, programs and activities. Please call (239) 643-

0733 for further information. Requests must be made at least 48 hours in advance of the event in order to allow the Authority time to provide the requested services.

The Authority reserves the right to accept or reject any or all proposals and to waive any formalities or irregularities in the best interest of the Authority and is not liable for any costs incurred by the responding parties. All Respondents must be licensed in accordance with Florida Laws.

PROSPECTIVE RESPONDENTS SHALL NOT CONTACT ANY CITY OF NAPLES AIRPORT AUTHORITY OFFICIALS OR STAFF REGARDING THIS REQUEST FOR PROPOSALS, OTHER THAN THE SPECIFIED CONTACT PERSON LISTED IN THE RFP.

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I. INTRODUCTION

The City of Naples Airport Authority ("Authority") is soliciting Proposals from qualified firms interested in providing professional **Information Technology Support Services** at the Naples Airport through a term of five years (the "contract period"), in the Authority's sole and absolute discretion. Renewals are contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. The firm will provide ongoing computer and technical support services, including but not limited to, infrastructure, network, hardware, and software.

II. SCHEDULE

Request for Proposals (RFP) Issue Date	April 1, 2019
Mandatory Site Visit	**April 11, 2019 - 2:00 P.M.**
Request for Information Deadline	April 23, 2019
Addendum Issued	April 26, 2019
RFP Submittal Deadline	May 1, 2019 - 2:00 P.M.
Proposal Opening Meeting	May 1, 2019 - 2:00 PM
Evaluation of Submittals	May 2 - 13, 2019
Publication of Shortlist	May 14, 2019
Shortlist Presentations – NAA Consultant Selection Committee	TBD week of June 3 - 7, 2019
Selection Committee Ranking Approval at NAA Board Regular Meeting	June 20, 2019
Contract Negotiations with #1 Ranked Firm	June 20 – August 2, 2019
Professional Service Agreement Approval by NAA Board	August 15, 2019

III. CITY OF NAPLES AIRPORT AUTHORITY

The Authority was created under Chapter 69-1326 Laws of Florida, as amended, as an independent Authority responsible for the operation of the Naples Municipal Airport. It is governed by a five (5) member volunteer Board of Commissioners who are appointed by the Naples City Council. Under their direction, an Executive Director manages the airport and its programs.

The Authority financially supports itself directly from aviation fuel sales and airport user fees, and indirectly by airport user taxes. No local, state or federal general taxes, such as property, utility, sales, intangible or income taxes directly support the Authority. The Authority receives, for certain capital projects, state and federal financial funds.

General information regarding the Authority can be obtained from our official website http://www.flynaples.com/.

IV. SCOPE OF SERVICES

It is the intent of the Naples Airport Authority to enter into an agreement with a qualified party ("Consultant") to provide managed services, support the Technology and Telecommunications solutions of the Authority, as well as serve as a strategic partner, assisting the Authority in developing long range solutions to make use of emerging technologies. The Consultant will be engaged in and provide recommendations for the Authority's strategic planning and budgeting process. They will also provide ongoing recommendations and support to ensure that the network and infrastructure meet operational and security needs in order to be proactive against possible risk. The Consultant will also help identify and eliminate potential gaps in the current IT environment, in order to provide service excellence to our employees as well as our customers.

The Consultant is expected to maintain and support existing technology, user environment, and user related functions. These include, but are not limited to:

- User administration, on-boarding, off-boarding
- Windows Active Directory services
- Group Policy management
- Email Administration (On premise Microsoft Exchange Outlook)
- Desktop and portable device management, maintenance, and support
- Installation, maintenance, and support of Citrix virtual client environment
- Forming and executing a backup plan for the critical servers including a regularly tested recovery process.
- Lifecycle Management of Hardware Units. Advice for end-of-life notification, replacement, and asset decommissioning/disposal etc.
- Regularly required reporting
- Deployment, configuration, and support of all wired and wireless networks and infrastructure.
- Configuration of DID phone lines, VOIP phone system, and POTS fax lines
- Configuration of network printers, as well as scanner and copier support
- Audio visual system for recording and streaming meetings.

The Authority's current technology platform serves approximately 80 employees. The Consultant will be responsible for deployment, configuration, and support of all wired and wireless networks and infrastructure.

The Consultant will support all hardware, as well as the infrastructure to support software solutions. The Authority runs a fuel point of sale system, financial system, human resources system, and other department-specific software.

The IT Support Service Consultant will be responsible for server/workstation health and performance monitoring. This includes installation, operation, support, and monitoring of all server, network, and storage infrastructure. In addition, they will be responsible for environmental monitoring (temperature, humidity, power systems) of the server communications rooms.

The Authority has a current physical security badging, camera, and door access system. The Consultant will assist with any networking and configuration related to this. Two factor authentication is used for external network access security. This will be supported by the Consultant. The Consultant will also manage firewall policies and other security protocol. The Authority will partner with the Consultant to ensure that proactive security testing and training is in place. Email filtering, white/blacklisting, and anti-spam solutions will be supported by the Consultant.

As part of a business continuity/disaster recovery plan, determined by the Authority along with the Consultant, critical applications and data must be replicated to infrastructure located in an off premise location. This process, and infrastructure, will be supported by the Consultant. The Consultant will participate in, and continue to support development of, business continuity programs and archiving solutions.

Ongoing support and incidents should be tracked by a ticketing process provided by the Consultant. Notifications and customer surveys should be available upon ticket closures. Tickets should be closed in accordance with Service Level Agreements set in place by the Consultant and the Authority. Periodic reporting on support tickets will be required on a schedule to be determined by the Authority.

This list is not inclusive and is subject to change as priorities and funding change. Should any project that is active extend past the contract termination date, that contract shall be extended until completion of such project.

V. CONTENT OF RESPONSES

In order to be eligible for consideration, Respondents must be in good standing with the Authority at the time the proposal is submitted and for the prior three (3) years. In making a determination of "good standing", consideration shall include, but not be limited to, performance under recent agreements, monies owed to the Authority, defaults on any leases/contracts/agreements and/or any other negative legal processes or adverse terminations. Proposals from Respondents who have not previously entered into a prior lease/contract/agreement with the Authority shall be considered to be in good standing. Performance will be evaluated based on responses provided by reference checks. Proposals from Respondents not in good standing shall not be evaluated. For purposes of this section, "Respondent" shall include all persons and entities having a beneficial and/or financial interest in the proposal, as well as the corporate/company officers and/or owners.

It is the responsibility of the Respondent to thoroughly examine this RFP and ensure that the proposal clearly and directly responds to each of the requirements, including, but not limited to its content and format. Any proposal determined by the Authority to be non-responsive, and any modifications received after the proposal deadline, will not be evaluated.

The following sections and contents are required:

A. A statement of qualifications pertinent to the work to be performed. This should be accompanied by a one-page transmittal letter prepared on the respondent's company letterhead, with firm name, including any alias, years in business, contact person, address, telephone number and email address, and which is signed by an individual who is authorized to commit the firm to the services and requirements of the RFP and consequent task orders. The transmittal letter shall also acknowledge any addenda pertaining to this RFP. Any exceptions to the terms and provisions of the Professional Services Agreement (Exhibit A) must be noted in the transmittal letter. The Authority maintains the right to reject the respondent's exceptions.

B. Names and contact information of the individual who will serve as the Authority's main point of contact.

C. Educational background with copies and any certificates and licenses held, including any State and/or Federal licenses or registrations.

D. Information as to how long your firm has been in business, and your experience in providing services comparable to those solicited in the RFP to other airports or business similar in size and operation complexities. Provide examples of the successful efforts of your team.

E. Provide your general understanding of the Naples Airport, community, projects and issues regarding the identified projects. Identify any potential challenges or special concerns that may be encountered and how they will be addressed.

F. Provide any additional information to help us in understanding how your experience and qualifications relate to the Authority's organization and any additional services that may be provided.

G. Proposals must include three (3) verifiable references.

H. Pricing List: Please include on-call consulting, on-site consulting, and additional tiered pricing for specialized consultants for project work.

I. Include required forms from Appendix A:

A. Statement of Drug-Free Workplace

B. Non-Collusion Affidavit

J. Provide a Certificate of Insurance which meets the insurance requirements contained in the attached Professional Services Agreement.

The response to this RFP should be organized in the order set forth above. If subcontracting or joint proposals are to be submitted, that fact, and the name of the proposed subcontracting firms, must be clearly identified in the proposal. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the Authority.

VI. SUBMISSION INSTRUCTIONS

Respondent shall carefully review and address all of the evaluation criteria outlined in this request. In order to be considered, respondent shall demonstrate the firm's ability to provide the required services as listed in this RFP. Any data furnished by the Authority is for informational purposes only. The full response shall not exceed fifty (50) pages and shall include all resumes requested in section V, the forms from Appendix A and the Certificate of Insurance. Blank tabs may be used to delineate sections and will not count towards the thirty page limit, however, they are not required.

A. All responses to this RFP must be submitted to:

Margo Kidd
Business Analyst
City of Naples Airport Authority
160 Aviation Drive North
Naples, FL 34104

No later than May 1, 2019 at 2:00 PM.

If mailed, it is recommended that Respondents confirm receipt of proposal by the Authority. Proposal delivery to the Authority by the deadline is solely the responsibility of the Respondent. Facsimile, email or late submittals will not be considered.

Upon receipt by the Authority, proposals shall become public records, which are subject to the requirements of Chapter 119, Florida Statutes, commonly known as the "Public Records" or "Sunshine Law". Responding to this solicitation shall constitute a specific waiver of any claims against the Authority related to the disclosure of the Respondent's proposal or any information contained therein.

To protect the professional integrity of this procurement process by shielding it from undue influences, the following statement shall be complied with from advertisement date through selection by the Authority's Board of Commissioners:

PROSPECTIVE RESPONDENTS SHALL NOT CONTACT ANY CITY OF NAPLES AIRPORT AUTHORITY OFFICIALS OR STAFF REGARDING THIS REQUEST FOR PROPOSALS, OTHER THAN THE SPECIFIED CONTACT PERSON.

B. Submittals shall be sealed and clearly marked on the outside "**Information Technology Support Services – Naples Airport Authority**". The delivery of the response to the Authority prior to the deadline is solely and strictly the responsibility of the responder.

C. One (1) unbound, one-sided, printed original submittal is required, along with seven (7) bound two-sided copies, and one (1) USB flash memory card scanned in advance for viruses (USB flash drive), containing the submittal, exactly like the unbound printed original, in Adobe Acrobat PDF format. Electronic format copy shall be one continuous file. Submissions via facsimile or email will not be accepted.

D. Responding to this RFP shall in no way be construed as a commitment on the part of the Authority. The Authority reserves the right to reject any or all responses. The Authority may waive any irregularities in this RFP or the submitted responses and may cancel, re-advertise, postpone or modify the RFP schedule at any time. The Authority is not responsible for any costs incurred by the responding parties prior to the issuance of an executed agreement.

E. All submittals will become the property of the Authority. The Authority adheres to open records requirements of Florida State Statute Chapter 119, and as such, all materials submitted by the Respondent to the Authority are subject to public disclosure. The Respondent specifically waives any claims against the Authority related to the disclosure of any materials.

F. Questions concerning this RFP shall be submitted in writing via email, in Microsoft Word format to Margo Kidd, Business Analyst at mkidd@flynaples.com no later than **5:00 p.m. on Tuesday, April 23, 2019.** Respondents are encouraged to verify receipt of questions emailed to the NAA. Questions will be answered and posted online as an addendum on the NAA's website: https://flynaples.com. Responders are strongly advised to monitor this site for any additional information and/or addenda regarding this solicitation. Only emailed questions will be addressed and answered as an addendum. The issuance of such posted responses is the only official method by which interpretation, clarification or additional information will be given by the Authority. Only requests answered by formal written responses will be binding. Oral and other interpretations or clarifications will be without legal effect.

G. **In order to protect the professional integrity of this procurement process by shielding it from undue influences prior to the recommendation of contract award, responders shall not contact any City of Naples Airport Authority Employees, Agents, City of Naples Elected Officials, City of Naples Employees, Naples Airport Authority Board Members or the Naples Airport Authority Noise Compatibility Committee Members regarding this RFP from advertisement date through Consultant Selection Committee Recommendation to the NAA Board, other than the designated contact person listed above.**

H. The Authority reserves the right to request any supplementary information it deems necessary to evaluate responder's experience, qualifications, or clarify or substantiate any information contained in the responder response.

I. The Authority recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the Authority are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex. The Authority has a progressive Disadvantaged, Minority, and Women-Owned Business Enterprises Program in place and encourages Disadvantaged, Minority, and Women-Owned Business Enterprises to participate in its RFP process. All responding parties are required to make all efforts reasonably necessary to ensure that Disadvantaged, Minority and Women-Owned Business Enterprises have a full and fair opportunity to compete for this contract. Information pertaining to the DBE Certification requirements can be obtained by calling the Authority DBE Liaison Officer at 239-643-0733.

J. The Authority adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to Airport services, programs and activities. Please call (239) 643-0733 for further information. Requests must be made at least 48 hours in advance of the event in order to allow the Authority time to provide the requested services.

VII. SELECTION OF THE CONSULTANT

Airport staff will evaluate responses to this RFP and short-list no more than three firms for formal presentations and further evaluation by the NAA Board Consultant Selection Committee. A copy of the Submittal Review Guidelines is attached (Exhibit B). Publication of the short-listed firms will be available on our website.

Short-listed firm presentations and evaluations by the NAA Consultant Selection Committee are currently scheduled to occur TBD the week of June 3 - 7, 2019. The presenters for each firm will be limited to three (3) individuals, to include at least the proposed Project Manager and Principal in Charge. You may take up to 25 minutes for your presentation to the NAA Board Consultant Selection Committee, which should focus on your understanding of the Naples Airport Authority and how you are going to ensure delivery of quality projects on time and within budget. We would like to hear from your proposed customer account representative and he/she will respond to all questions asked. After your presentation, there will be a 20 minute question and answer period.

Upon conclusion of presentations by all short-listed firms, the NAA Board Consultant Selection Committee will rank the presenting firms and submit the final ranking to the NAA Board of Commissioners at the June 20, 2019 Board meeting for approval. Contract negotiations will be conducted by staff with the highest ranked firm. If successful negotiations with the highest ranked firm are not possible, staff will begin negotiations with the second ranked firm and continue, as such, until satisfactory negotiations are accomplished.

We will NOT consider any request for a "de-brief" until after the contract is awarded and signed. A copy of our Standard Professional Services Agreement is attached for your information. We will assume that if you respond to the RFP that you accept the terms and conditions of our standard agreement.

VIII. ASSURANCES

By responding to this RFP, the firm assures the Authority that, if selected, it will:

A. Not assign or transfer the Authority's account, or any portion of the Authority's business, without the Authority's prior written approval.

B. Act in the Authority's best interest at all times.

C. Sign the Authority's Professional Services Agreement for the agreed-upon work.

IX. GENERAL CONDITIONS

Submission of a proposal indicates acceptance by the Respondent of the conditions contained in this RFP.

A. Definitions

Unless otherwise indicated, the terms used in this solicitation shall have the following meanings:

Bid – Shall be understood to mean a bid, an offer, a proposal or any other response to a procurement action.

Owner – The City of Naples Airport Authority.

Request for Proposals (RFP) – A procurement method used to solicit proposals in response to a specific problem or condition. Price is not usually the primary evaluation factor but is a relevant factor. Provides for a negotiation of terms prior to contract award.

Responsive – A submittal by a Respondent that fully conforms in all material respects to the solicitation and all of its requirements, including form and substance.

The terms *Professional, Consultant*, *Contractor*, *Offeror*, *Respondent* and *Vendor* and are used interchangeably and shall have the same meaning.

All words used herein in the singular form shall extend to include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. Reserved Rights

The City of Naples Airport Authority reserves the right waive any formalities or irregularities in, or reject any or all proposals, and to award or refrain from awarding any contract for services. The City of Naples Airport Authority is not liable for any costs incurred by the responding parties prior to the issuance of an executed contract or agreement.

In addition, the Authority reserves to the rights to:

Make such investigation or to request clarifications, as it deems necessary to determine the ability of any Respondent to perform as proposed and the Respondent shall provide such information as the Authority deems necessary. Such information may include, but shall not be limited to current financial statements prepared by an independent CPA; verification of availability of equipment and personnel, past performance records, and fiscal viability;

Cancel, re-advertise, postpone or modify the RFP schedule.

Negotiate with any or all Respondents;

Accept the proposal(s) which, at the Authority's absolute and sole discretion, best serves the interests of the Authority; and

Retain all proposals submitted and to use any ideas submitted as part of a response regardless of whether or not that proposal is selected.

C. The successful firm must supply the following certificates, as mandated by the State of Florida, in order for the Authority to ultimately enter into a contract with the firm.

i. A certificate that states that the firm is not participating in a boycott of Israel, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria.

ii. A truth-in-negotiation certificate that states that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the

time of contracting and the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the firm determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

D. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, 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 Florida Statues, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

E. The firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the firm to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the Authority shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

F. Pursuant to applicable Florida law, the Contractor's records associated with this Contract may be subject to Florida's public record laws, Florida Statutes 119.01, et seq, as amended from time to time. Contractor shall comply with all public records obligations set forth in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the Authority at the conclusion of this Contract, as provided for in Section 119.0701, Florida Statutes.

Upon request from the Authority, the Contractor shall provide the Authority 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 Chapter 119, Florida Statutes, or as otherwise provided by law. Specifically, if the Contractor is acting on behalf of the Authority, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services provided by the Contractor.

2. Provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed

the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4. Meet all requirements for retaining public records and transfer, at no cost, to the Authority all public records in possession of the Contractor upon the termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

Failure by the Contractor to grant such public access shall be grounds for immediate unilateral cancellation of any agreement and/or contract by the Authority. The Contractor shall promptly provide the Authority with a copy of any request to inspect or copy public records in possession of the Contractor and shall promptly provide the Authority a copy of the Contractor's response to each such request.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 643-0733, NAA@FLYNAPLES.COM OR CITY OF NAPLES AIRPORT AUTHORITY, 160 AVIATION DRIVE NORTH, NAPLES, FLORIDA, 34104.

G. The Respondent agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Respondent transfers its obligation to another, the transferee is obligated in the same manner as the Respondent.

This provision obligates the Respondent for the period during which the property is owned, used or possessed by the Respondent and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

H. The 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 RFP and will not be discriminated against

on the grounds of race, color, or national origin in consideration for an award.

I. The successful Respondent, prior to the execution of a contract or agreement related to this procurement action, will be required to provide and maintain insurance coverages that are acceptable to the Authority, which requirements are set forth in the agreement. The policies of insurance shall be primary and written on forms acceptable to the Authority, and naming the City of Naples Airport Authority as additional insured.

J. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

K. More than one response from the same Respondent under the same or different names will not be considered. Reasonable grounds for believing that a Respondent is submitting more than one response will cause the rejection of all responses in which the Respondent is involved. Responses will be rejected if there is reason for believing that collusion exists among Respondents, and no participant in such collusion will be considered in any future solicitations for a period of six months following the submittal deadline.

L. The firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the firm to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the Authority shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

M. Preference to Florida Businesses

Section 287.084, Florida Statutes requires that when the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then a preference shall be awarded to the lowest responsible and responsive vendor having a principal place of business within the state of Florida, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in

competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in the state of Florida shall be five percent (5%).

A vendor whose principal place of business is outside of the state of Florida must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, 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.

A vendor whose principal place of business is in the state of Florida may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.

This preference shall not apply to any projects for which federal aid funds are available.

X. EXHIBITS

Exhibit A: Sample Professional Services Agreement

Exhibit B: FAA Required Contract Provisions

Exhibit C: Florida Required Provisions

Exhibit D: FAA Legally Required Provisions for Solicitations

Exhibit E: Florida Required Provisions for Solicitations

Exhibit A

Sample Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made effective as of the ____ day of _____, 2018 (the "Effective Date"), by and between the **CITY OF NAPLES AIRPORT AUTHORITY**, a political subdivision of the State of Florida (the "Authority"), and _____, a Florida Corporation authorized to transact business in the State of Florida ("Professional") (the Authority and Professional each individually a "Party" and collectively the "Parties").

RECITALS

A. The Professional is a(n) _____(type of firm)_____ firm, licensed by the _____(licensing agency(ies)_____, (License Numbers: _____ _____).

B. The Professional maintains insurance coverage as required under Paragraph 8 of this Agreement and has provided certificates of insurance evidencing all such insurance to the Authority.

C. The Authority anticipates instructing Professional to perform and provide the specific services and work for the **Information Technology Support Service** described in Exhibit A attached hereto and made part of this Agreement (the "Services").

D. Professional represents and warrants it is willing and fully competent to perform the Services pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth under this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Authority and Professional agree as follows:

TERMS

1. Services. This Agreement sets forth the general terms and conditions under which Professional shall perform and provide the Services for the Authority as the Authority instructs from time to time. The precise Services to be performed by Professional for the Authority, and the term of this Agreement or deadline for satisfactory completion of all of the Services by Professional (the "Deadline for Satisfactory Completion") are fully described and set forth in Exhibit A.

2. Term. The term of this Agreement is from the Effective Date until terminated as provided herein. Notwithstanding anything in this Agreement to the contrary, the Authority shall have the exclusive right to terminate this Agreement, without charge or penalty, at any time and for any reason without charge or penalty, in its sole discretion, upon thirty (30) days written notice to Professional. In the event of such termination by the Authority, (a) Professional shall be entitled to a pro-rata amount of any compensation earned under this Agreement but not paid prior to the date of termination and (b) the Authority shall be entitled to a pro-rata refund of any unearned compensation subsequent to the date of termination paid in advance to Professional hereunder.

3. Termination Event. Notwithstanding anything in this Agreement to the contrary, upon the occurrence of any of the following events (each individually a "Termination Event"), all of the rights and privileges of Professional hereunder shall, at the Authority's sole option, cease to exist and this Agreement shall automatically terminate:

a. Professional fails to strictly comply with, fulfill, perform, keep or observe any of Professional's obligations, covenants or conditions under this Agreement within five (5) days after written demand from the Authority, time being of the essence;

b. Professional makes any (i) intentional misrepresentation or (ii) unintentional yet material misrepresentation under this Agreement or other instrument or document delivered pursuant hereto;

c. The loss of any of Professional's licenses, registrations or permits necessary to perform the Services or other obligations under this Agreement;

d. The appointment of a receiver to take possession, or the attachment, execution, or other judicial seizure, of all or any part of Professional's assets or business;

e. The Authority determines, in its reasonable discretion, that Professional is or will be unable to pay its debts as they become due in the ordinary course of Professional's business; or

f. Any voluntary or involuntary petition, or similar pleading, under any bankruptcy act, filed by or against Professional, or any other voluntary or involuntary proceeding in any court instituted to declare Professional insolvent or unable to pay its debts. In the event that under applicable law the trustee in bankruptcy or Professional has the right to affirm this Agreement and continue to perform the obligations of Professional hereunder, such trustee or Professional shall, in such time period as may be permitted by the applicable court having jurisdiction, cure all defaults of Professional hereunder outstanding as of the date of the affirmance of this Agreement and provide to the Authority such adequate security and assurances as may be necessary to ensure the Authority the continued performance of Professional's obligations under this Agreement. Further, the Authority shall receive all of the protections available to creditors under the United States Bankruptcy Code including, but not limited to, section 365 thereof, as amended from time to time.

No right, power or remedy conferred upon or reserved to the Authority under this Agreement is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Notwithstanding anything in this Agreement to the contrary, upon a Termination Event, the Authority may retain all payments due to the Professional at the date of termination until all of the Authority's damages have been established and deducted from payments due.

4. Duties of Professional. Professional shall perform and complete all of the Services on or before the Deadline for Satisfactory Completion to the satisfaction of the Authority in a good and professional manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In addition, Professional shall:

a. Furnish all of the expertise, management, information, assistance and other requirements necessary to perform the Services to the Authority's satisfaction;

b. Furnish such professional and support staff, equipment and supplies, if any, as may be specifically required to perform the Services to the Authority's satisfaction;

c. Deliver to the Authority all memoranda, reports, notes, analyses, documents and other instruments as may be reasonably requested from time to time by the Authority relating to the performance of the Services and Professional's other obligations under this Agreement;

d. Provide the Authority with prompt notification of any anticipated delays or difficulties in the performance of the Services;

e. Designate one or more individuals to act on behalf of Professional with respect to the Services and with whom the Authority may confer with respect to the Services; and

f. At all times conduct itself in a professional and cooperative manner in the discharge of its obligations under this Agreement.

Professional covenants and agrees with the Authority that should Professional at any time become aware of any act, occurrence or omission on the part of the Authority or the Authority's commissioners, officers, employees, insurers, attorneys, agents, lessees, licensees, invitees, successors and assigns which Professional believes or has reason to suspect may give rise to a claim by Professional of bad faith, negligence, fraud or any other form of liability against the Authority, Professional shall advise the Authority in writing of such claim or potential claim within a reasonable period of time not to exceed thirty (30) days of its discovery, or Professional shall be deemed to have waived the claim and be forever barred from asserting that claim or a related claim against the Authority. The purpose of this provision is to promptly advise the Authority of any potential claim and to allow the Authority to immediately investigate, and, if necessary, remedy the allegation. Professional agrees that its failure to notify the Authority of a claim or potential claim within a reasonable period of time of its discovery, not to exceed thirty (30) days, shall be a complete bar to the pursuit of such claim against the Authority and the Authority's past and present commissioners, officers, employees, insurers, attorneys, agents, lessees, licensees, invitees, successors and assigns, in their individual and representative capacities.

5. Work Made for Hire, Assignment. All work product, research, notes, drawings, blueprints, models, reports, analyses, documents, instruments, data and other information prepared by Professional in connection with the Services (collectively the "Work") shall be deemed work made for hire and made in the course of the Services rendered under this Agreement. To the extent that the Work may not be considered work made for hire, all right, title and interest in the Work is hereby irrevocably assigned to the Authority by Professional. As such, the Work shall belong exclusively to the Authority.

6. Compensation and Written Invoices.

a. Subject to the terms and conditions of this Agreement, the Authority shall pay Professional for the performance and completion of the Services at the rates and in the manner set forth in Exhibit A. Upon completion and acceptance of the Services in accordance with the terms and conditions of this Agreement to the satisfaction of the Authority, Professional shall send the Authority a written invoice detailing the time and authorized charges for such Services. All such written invoices are payable within sixty (60) days of receipt by the Authority.

b. Notwithstanding anything in this Agreement to the contrary, should Professional fail to commence, provide, perform or complete any of the Services in a timely and diligent manner, in addition to any other rights or remedies available to the Authority, including the rights specified under Paragraphs 2 and 3 herein, the Authority, in its sole discretion, may withhold any and all payments due

and owing to Professional until such time as Professional resumes performance of its obligations in such a manner so as to satisfy the Authority.

c. After being paid by the Authority, Professional shall immediately pay all subcontractors who have submitted invoices for work already performed. If applicable, Professional shall strictly comply with the provisions of Florida Statute sections 255.071 through 255.078. Failure of Professional to pay any subcontractors shall, at the Authority's option, be considered a material breach of this Agreement and, therefore, a Termination Event hereunder.

7. Licenses. Professional represents and warrants to the Authority that it has the resources and expertise necessary to complete the Services in accordance with the terms and conditions of this Agreement. Professional agrees to obtain and maintain throughout the entire term of this Agreement all licenses, registrations and permits as are required to transact business in the United States, State of Florida, Collier County and the City of Naples, including, but not limited to, all licenses and permits required by the respective federal and state boards and other governmental agencies responsible for regulating and licensing the Services to be provided by Professional. The employees, personnel, subcontractors and agents assigned by Professional to perform the Services shall be qualified to perform the assigned duties and shall be individually licensed, registered and permitted to perform such duties if required by applicable law. Upon request of the Authority, Professional shall provide the Authority with copies of all applicable licenses, registrations and permits of Professional and Professional's employees, personnel, subcontractors and agents required under this Paragraph 7.

8. Insurance. Professional shall maintain all of the insurance coverage set forth in this Paragraph 8 uninterrupted at all times while Professional is providing Services under this Agreement. In the event Professional becomes in default of any of the insurance requirements hereunder, the Authority reserves the right to take whatever legal actions are deemed necessary to protect its interest. Professional agrees that, to the fullest extent available, all insurance policies required hereunder shall provide that the Authority is an additional insured.

a. Workers' Compensation / Employer's Liability. Professional shall maintain workers' compensation / employer's liability insurance, and the maximum limits of such insurance, inclusive of any amount provided by an umbrella or excess policy, shall be:

Part One:		"Statutory"
Part Two:		
	Each Accident	$ 100,000
	Disease – Policy Limit	$ 500,000
	Disease – Each Employee	$ 100,000

b. Commercial General Liability. Professional shall maintain commercial general liability insurance (or broad form property damage covering all Services and other work performed by Professional pursuant to this Agreement), and the minimum limits of such insurance, inclusive of any amounts provided by an umbrella or excess policy, without exclusion for independent contractors, shall be:

General Aggregate	$ 1,000,000
Each Occurrence	$ 1,000,000
Personal and Advertising Injury	$ 1,000,000
Products and Completed Operations	$ 1,000,000

The insurance required under this Paragraph 8(b) shall include coverage for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, Professional under this Agreement or the use or occupancy of the Authority premises by, or on behalf of, Professional in connection with this Agreement.

c. Business Auto Liability. Professional shall maintain business auto liability insurance (for all owned, hired and non-owned vehicles), and the minimum limits of such insurance, inclusive of any amounts provided by an umbrella or excess policy, shall be:

Each Occurrence – Bodily Injury and Property Damage Combined	$ 1,000,000

d. Professional Liability / Malpractice. Professional shall maintain professional liability / malpractice insurance, and the minimum limits of such insurance, inclusive of any amounts provided by an umbrella or excess policy, shall be:

Each Occurrence	$ 1,000,000
Annual Aggregate	$ 2,000,000

The insurance required under this Paragraph 8(d) shall (i) include coverage for all Services and other work of Professional, including, but not limited to, areas with possible environmental impact, without any exclusions unless approved in writing by the Authority's Executive Director, and (ii) notwithstanding anything herein to the contrary, be maintained and continued for a minimum uninterrupted period of four (4) years following the later of completion of all of the Services by Professional or termination of this Agreement.

e. General Requirements. Renewal certificates evidencing all of the insurance required under this Paragraph 8 shall be sent by Professional to the Authority thirty (30) days prior to the expiration date of each applicable insurance policy. Each insurance policy required under this Paragraph 8 shall provide that the Authority shall receive at least thirty (30) days prior written notice in the event of any cancellation or modification of any insurance coverage. No insurance coverage required hereunder shall have a deductible amount in excess of $50,000 without the prior written approval of the Authority's Executive Director. All insurance coverage of Professional shall be in addition to, and shall in no way be construed or interpreted to be a limitation of, Professional's indemnification and other obligations to the Authority under Paragraph 9 of this Agreement. It is expressly agreed that Professional's policies of insurance required under this Paragraph 8 shall be primary over any insurance which the Authority may maintain or carry, and that Professional shall obtain from its insurers an endorsement waiving any other insurance clauses which may be in conflict with this provision, and evidence of such waiver shall be indicated on all insurance policies or certificates of insurance furnished to the Authority. Professional shall be responsible and liable for insuring that all of Professional's employees, personnel, subcontractors, agents, licensees or invitees who perform any of the Services carry and comply with the same insurance coverage and requirements required of Professional under this Paragraph 8. Upon the request of the Authority, Professional shall deliver to the Authority copies of all insurance policies required hereunder.

9. Indemnification. To the fullest extent permitted by applicable law, Professional shall indemnify, defend and hold harmless the Authority and the Authority's past and present commissioners, officers, employees, insurers, attorneys, agents, lessees, licensees, invitees, successors and assigns, in both their individual and representative capacities, from and against any and all liabilities, damages, losses, penalties, causes of action, claims, demands and costs, including, but not limited to, reasonable attorneys' fees and expenses of defense (through all appeals), arising out of or in connection with (a) the Services or other work performed by Professional pursuant to this Agreement, (b) the failure to fulfill any and all responsibilities, covenants and obligations of Professional under this Agreement and (c) any act or omission of Professional or Professional's employees, personnel, subcontractors, agents, licensees or

invitees. Nothing contained herein will be construed as a waiver of any immunity or limitation of liability the Authority may have under the doctrine of sovereign immunity under Florida Statute section 768.28 or otherwise. The Authority reserves the right, at its option, to participate in the defense of any suit, without relieving Professional of any of its obligations hereunder. The obligations of this Paragraph 9 will survive termination of this Agreement and will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. If the provisions of this Paragraph 9 are found to conflict in any way with Florida or other governing law, then this Paragraph 9 will be considered modified by such laws to the extent necessary to remedy the conflict.

This Paragraph 9 shall also pertain to any claims brought against the Authority by any of Professional's employees, personnel, subcontractors, agents, licensees and invitees and any other party claiming by or through Professional. Professional's obligations under this Paragraph 9 shall not be limited in any way by Professional's limit or lack of sufficient insurance protection.

10. Rules and Regulations. In performing the Services, Professional shall comply with each of the following:

a. Any and all of the Authority's (i) Rules and Regulations of the Naples Municipal Airport, Naples, Florida, as amended, (ii) regulatory and compliance regulations, as amended, and (iii) procedures, rules and other requirements on file in the offices of the Executive Director of the Authority or a hereafter promulgated, established or amended from time to time by the Authority in its sole discretion (collectively the "Airport Rules and Regulations"). The Airport Rules and regulations are incorporated herein by reference and made part of this Agreement. Upon request, Professional shall have the right to review any of the Airport Rules and regulations during regular business hours at the offices of the Executive Director of the Authority; and

b. Any and all applicable laws statutes, ordinances, codes, rules, regulations, orders, and governmental permits and requirements.

11. No Waiver. The failure of the Authority to enforce at any time, or for any period of time, any one or more of the provisions of this Agreement shall not be construed to be, and shall not be, a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. The waiver by the Authority of a breach of any provision of this Agreement shall not be deemed a continuing waiver, or a waiver of any subsequent breach of the same or any other provision hereof.

12. Severability. The invalidity of any one or more of the provisions of this Agreement shall not affect the enforceability of any or all of the remaining provisions hereof, all of which are included conditionally upon being valid in law, and, in the vent that any one or more of the provisions of this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid provisions had not been included.

13. No Assignment. Professional shall not voluntarily, involuntarily or by operation of law assign, transfer or otherwise encumber this Agreement, or any rights or privileges of Professional hereunder, in whole or in part, without first obtaining in each and every instance the prior written consent of the Authority, which consent may be granted or withheld in the Authority's sole discretion for any reason whatsoever. Any assignment, transfer or encumbrance contrary to the forgoing shall be a material default and, therefore, a Termination Event under this Agreement.

14. Independent Professional. Neither Professional nor Professional's employees, personnel, subcontractors, agents, licensees and invitees shall be deemed to be a servant, employee, partner or joint

venturer of the Authority. Professional shall perform the Services and its obligations under this Agreement as an independent contractor. Neither Professional nor Professional's employees, personnel, subcontractors, agents, licensees and invitees shall hold themselves out as having the power or authority to bind or create liability for the Authority. Professional shall not be treated as an employee for purposes of FICA, FUTA, federal, state or local income tax, and Professional shall be responsible for its own employment, social security and other tax payments, as well as any other statutorily required coverage, including insurance.

15. Notices. All notices and Communications under this Agreement shall be in writing and shall be delivered by hand, by nationally recognized overnight courier or by certified United States mail, return receipt requested, to the perspective Parties as follows:

As to the Authority: City of Naples Airport Authority
Attention: Christopher A. Rozansky, Executive Director
160 Aviation Drive North
Naples, FL 34104

With Copy to the Authority's Attorney:
William L. Owens, ESQ.
Bond, Schoeneck & King, PLLC
4001 Tamiami Trail North, Suite 250
Naples, FL 34103

As to Professional: Company Name: _____
Attention: _____
Address: _____
City, State, ZIP: _____

Notice shall be deemed conveyed upon personal delivery or receipt confirmation. Either Party may change its mailing address by giving written notice to the other Party in accordance with the requirements of this Paragraph 15.

16. Attorneys' Fees. In the event of any controversy, claim, dispute or litigation relating to this Agreement, or the breach hereof, the prevailing Party shall be entitled to recover from the non-prevailing Party the prevailing Party's costs and expenses, including, without limitation, reasonable attorneys' fees (through all appeals).

17. Governing Law and Venue. This Agreement shall be interpreted under, and its performance governed by, the laws of the State of Florida (excluding any conflict of law rule or principle that would refer to the laws under jurisdiction). Each Party irrevocably submits to the jurisdiction of the Circuit Court of the State of Florida, Collier County, in any action or proceeding arising out of or relating to this Agreement, and each Party hereby irrevocably agrees that all claims with respect to any such action or proceeding must be brought and defended in such court; provided, however, that matters which are under the exclusive jurisdiction of the Federal courts shall be brought in the Federal District Court for the Middle District of Florida. Each Party consents to service of process by any means authorized by the applicable law of the forum in any action brought under or arising out of this Agreement, and each Party irrevocably waives, to the fullest extent each may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. PROFESSIONAL AND THE AUTHORITY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING UNDER THIS AGREEMENT.

18. Paragraph Headings. None of the Paragraph headings of this Agreement shall be construed as a limitation upon the provisions hereof. Paragraph headings having been inserted as a guide and partial index and not as a complete index of the contents of any Paragraph or other provision of this Agreement. Whenever the singular or plural number, or the masculine, feminine or neuter gender is used in this Agreement, it shall include the other.

19. Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same Agreement. Delivery of an executed signature page by facsimile or electronic mail shall be as effective as delivery of a manually signed counterpart.

20. No Modification. No modification or change to this Agreement shall be valid or binding upon the Parties unless in writing and executed by the Party or Parties intended to be bound by it.

21. Encumbrances. Professional hereby covenants and agrees that all of Professional's rights and privileges under this Agreement are subject and subordinate to any and all rights, liens, licenses, leases, tenancies, mortgages, uses, encumbrances and other restrictions which may now or hereafter bind the Authority or encumber the Naples Municipal Airport, and to all renewals, modifications and extensions thereof. In addition, this Agreement shall be subject and subordinate to all of the provisions and obligations of the Authority under any existing or future laws, regulations, grant assurances, requirements or agreements, by, from or with the United States Government or other governmental authority compliance with or the execution of which has been or will be required as a condition precedent to the operation (or granting of Federal or other governmental funds for the development) of the Authority or Naples Municipal Airport. Professional shall, upon request of the Authority, execute any subordination documents which the Authority may deem necessary, but no such documents shall be required to effectuate the subordination by Professional under this Paragraph 21.

22. Further Assurances. From and after the execution and delivery of this Agreement, Professional shall cooperate with the Authority in taking such actions, executing such instruments and granting such rights as may be reasonably necessary or requested by the Authority to effectuate the purposes of this Agreement or to evidence or perfect the rights and privileges granted and the obligations assumed hereunder.

23. No Third Party Beneficiary Intended. This Agreement is made solely for the benefit of Professional and the Authority, and their respective successors and assigns permitted hereunder, and no other person or entity shall have or acquire any right by virtue of this Agreement.

24. FAA Required Contract Provisions. See Exhibit B

25. Florida's Public Records Laws. See Exhibit C.

26. Florida Procurement and Department of Transportation Laws. See Exhibit C

27. Entire Agreement. This Agreement represents the entire Agreement between Professional and the Authority and supersedes all prior agreements, oral or written, and all other communications relating to the subject matter hereof. Each Party has had the opportunity to review with counsel the terms of this Agreement and to negotiate the same. Therefore, any ambiguity in this Agreement shall not be construed against either Party by virtue of having drafted this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

AUTHORITY:

CITY OF NAPLES AIRPORT AUTHORITY,
a political subdivision of the State of Florida

ATTEST:

By:_____
_____,
Chairman

_____
Christopher A. Rozansky
Executive Director

Approved as to form and legal sufficiency by:

_____
William L. Owens, Esq.
Counsel to the Authority

PROFESSIONAL:

COMPANY NAME
a (STATE) Corporation

By:_____
Print Name:_____
Print Title:_____

AGREEMENT: EXHIBIT A

Description of Services: In addition to all of the obligations of Professional hereunder, the Services to be performed and provided by Professional pursuant to this Agreement are described in Schedule 1 (titled "_____") attached hereto and made a part of this Agreement.

Deadline For Satisfactory Completion: Except as otherwise provided in this Agreement, the Deadline For Satisfactory Completion of all of the Services by Professional is_____. The Agreement may be renewed for either the length of the initial term or up to three years, with any such renewal, or no renewal at all, being in the Authority's sole discretion. Renewals are contingent upon satisfactory performance evaluations by the Authority and subject to the availability of funds.

Rates and Manner of Compensation: Notwithstanding anything in this Agreement to the contrary, the total compensation due Professional from the Authority for the performance and completion of all of the Services in accordance with the terms and conditions of this Agreement to the satisfaction of the Authority is $_____. A description and breakdown of the tasks and expense categories are described in Schedule 2 (titled "_____") attached hereto and made a part of this Agreement.

Other Provisions and Obligations of Professional: In addition to the Professional's obligations set forth herein and all common law duties, Professional shall: _____

_____

_____

_____

_____

_____

Exhibit B

FAA Required Contract Provisions

AGREEMENT: EXHIBIT B

FAA Required Contract Provisions.

(a) Civil Rights – General. Professional agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Professional and subtier contractors from the bid solicitation period through the completion of this Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(b) Civil Rights – Title VI Assurances - Compliance with Nondiscrimination Requirements. During the performance of this Agreement, Professional, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor" in this Paragraph (b) agrees as follows:

(i) Compliance with Regulations: Professional (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.

(ii) Non-discrimination: Professional, with regard to the work performed by it during this Agreement, 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. Professional 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.

(iii) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Professional 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 Professional of the Professional's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

(iv) Information and Reports: The Professional 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 Authority 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 Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(v) Sanctions for Noncompliance: In the event of Professional's noncompliance with the Non-discrimination provisions of this Agreement, the Authority 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 Professional under this Agreement until the Professional complies; and/or in whole or in part.

(B) Cancelling, terminating, or suspending this Agreement.

(vi) Incorporation of Provisions: The Professional will include the provisions of Paragraphs 24(c)(i) through (vi) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Professional will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Professional becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Professional may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Professional may request the United States to enter into the litigation to protect the interests of the United States.

(c) Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Professional, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor" in this Paragraph (c) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 U.S.C. §§ 12131

12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 3) (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 non-discrimination 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); and

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(d) Federal Fair Labor Standards Act. All contracts and subcontracts that result from this solicitation (including this Agreement) incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Professional has full responsibility to monitor compliance to the referenced statute or regulation. Professional must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(e) Occupational Safety and Health Act. All contracts and subcontracts that result from this solicitation (including this Agreement) incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Professional must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Professional retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Professional must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Exhibit C

Florida Required Provisions

AGREEMENT: EXHIBIT C

Florida Required Provisions

1. Public Information

(a) IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT (239) 643-0733, NAA@FLYNAPLES.COM AND/OR 160 AVIATION DRIVE NORTH, NAPLES, FLORIDA 34104.

(b) Professional acknowledges and agrees that Professional shall be required to comply with Florida's Public Records Laws, Chapter 119, Florida Statutes. Specifically, Professional hereby covenants and agrees that it shall:

(i) keep and maintain public records required by the Authority to perform the services under this Agreement;

(ii) upon request from the Authority's custodian of public records, provide the Authority 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 Chapter 119, Florida Statutes, 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 term of this Agreement and following completion of this Agreement if Professional does not transfer the records to the Authority; and

(iv) upon completion of this Agreement, transfer, at no cost, to the Authority all public records in possession of Professional or keep and maintain public records required by the Authority to perform the services under this Agreement. If Professional transfers all public

records to the Authority upon completion of this Agreement, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of this Agreement, Professional shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.

2. Florida Procurement Laws

(a) Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) Discriminatory Vendor List. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Exhibit D

FAA Legally Required Provisions for Solicitations

Exhibit D

FAA Legally Required Provisions for Solicitations

1. GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

2. TITLE VI SOLICITATION NOTICE

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders 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.

3. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

4. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Exhibit E

Florida Required Provisions for Solicitations

Exhibit E

Florida Required Provisions for Solicitations

Florida State Procurement Law Required Provisions for Solicitations

1. CONVICTED VENDOR LIST

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2. DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

3. NO CONTACT

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Naples AIRPORT AUTHORITY

Request for Proposals for

Information Technology Support Services

ADDENDUM No. 1

April 3, 2019

The Naples Airport Authority Request for Proposals for Information Technology Support Services is amended by the following clarifications or additions. If any provisions of this Addendum conflict with the existing RFP, then this Addendum will control and is hereby made a part of the RFP documents. All other provisions in the RFP remain in effect as previously published.

Respondents shall acknowledge receipt of any and all addenda in their transmittal letter.

QUESTIONS AND ANSWERS

1. **Will the Mandatory Pre-Proposal Meeting have a conference line or require a team member to attend?**

   On-site attendance by a team member is required for the mandatory pre-proposal meeting and a conference line will not be available.

Request for Proposals for
Information Technology Support Services
ADDENDUM No. 2
April 26, 2019

The Naples Airport Authority Request for Proposals for Information Technology Support Services is amended by the following clarifications or additions. If any provisions of this Addendum conflict with the existing RFP, then this Addendum will control and is hereby made a part of the RFP documents. All other provisions in the RFP remain in effect as previously published.

Respondents shall acknowledge receipt of any and all addenda in their transmittal letter.

A mandatory pre-proposal meeting and site visit was held at 2:00 PM on April 11, 2019. Attendees were reminded that questions should be submitted in writing in accordance with the instructions in the RFP so that they can be properly documented for inclusion in an Addendum to the RFP documents. Attendees were offered a tour of the General Aviation Terminal, Airport Office Building, Facilities Building, and Commercial Terminal in order to view our current technology infrastructure. A copy of the pre-bid meeting agenda and sign-in sheet are included in this Addendum.

SUPPLEMENTAL INFORMATION

The Naples Airport Authority is requesting from the respondents that pricing be included in the proposal, broken out for hourly, monthly, on-call, etc. along with an associated matrix of services provided.

The Scoring Matrix has been provided in additional Exhibit G, included in this Addendum.

QUESTIONS AND ANSWERS

Q1. Can the NAA please provide the IT Service Level Agreement (SLA) support response time requirements?

A1. As stated in Section IV, page 7 of the RFP, the Service Level Agreements will be set in place by the Consultant and the Authority, therefore it will be negotiated.

Q2. Can the NAA confirm the full response has a 50 page limit (one passage in the submission instructions refers to a 30 page limit)?

A2. The following paragraph replaces the current paragraph in Section VI Submission Instructions, of the RFP.

> Respondent shall carefully review and address all of the evaluation criteria outlined in this request. In order to be considered, respondent shall demonstrate the firm's ability to provide the required services as listed in this RFP. Any data furnished by the Authority is for informational purposes only. The full response shall not exceed fifty (50) pages and shall include all resumes requested in section V, the forms from Appendix A and the Certificate of Insurance. Blank tabs may be used to delineate sections and will not count towards the ~~thirty~~ fifty page limit, however, they are not required.

Q3. Can you please confirm what the correct page limit is?

A3. The following paragraph replaces the current paragraph in Section VI Submission Instructions, of the RFP.

> Respondent shall carefully review and address all of the evaluation criteria outlined in this request. In order to be considered, respondent shall demonstrate the firm's ability to provide the required services as listed in this RFP. Any data furnished by the Authority is for informational purposes only. The full response shall not exceed fifty (50) pages and shall include all resumes requested in section V, the forms from Appendix A and the Certificate of Insurance. Blank tabs may be used to delineate sections and will not count towards the ~~thirty~~ fifty page limit, however, they are not required.

Q4. If there is a formal Section I of the Requirements Section refers to a Drug Free Workplace and a Non-Collusion form in Appendix A, but in all the materials online I cannot seem to find an Appendix A anywhere.

A4. Section V. Content of Responses, Section I., A. and B. are not required.

~~I. Include required forms from Appendix A:~~

~~A. Statement of Drug-Free Workplace~~

~~B. Non-Collusion Affidavit~~

Q5. Will the NAA please release the Appendix A documents for inclusion in the proposal (Statement of Drug-Free Workplace and Non-Collusion Affidavit)?

A5. Section V. Content of Responses, Section I., A. and B. are not required.

~~II. Include required forms from Appendix A:~~

~~A. Statement of Drug-Free Workplace~~

~~B. Non-Collusion Affidavit~~

Q6. Regarding RFP Content of Responses - Section V. B/C – This section calls for "names and contact information of the individual who will serve as the Authority's main point of

contact". Can the NAA confirm that a single resume and copies of certifications/licenses meets the requirements for V.C on page 8?

A6. A single resume, copies of certifications/licenses, in addition to contact information such as phone number and email meet the requirements.

Q7. Can the NAA clarify whether they prefer a technical POC or contractual POC to be the main point of contact?

A7. The NAA has no preference.

Q8. What is the NAA's IT budget?

A8. The IT budget for Fiscal Year 2019 was $414,495. The IT budget for Fiscal Year 2020 has not been determined.

Q9. Can the NAA provide a list of upcoming projects and initiatives?

A9. The following projects are in scope for the upcoming year. These are subject to change at any time based on the needs of the Authority.

- Fuel Point of Sale Software implementation
- Document management system/process for records management
- Financial system upgrade
- Updated email retention processes
- Intranet

Q10. What is the size of the NAA's onsite IT staff? What is the staff comprised of (help desk clerks, system admins, etc.)

A10. The NAA does not currently have any internal IT staff. The external IT consulting firm is managed by the NAA's Business Analyst. The IT consulting firm currently provides on-site staff two days a week, in addition to as-needed/scheduled.

Q11. What is the NAA's current IT pain points?

A11. The NAA is focused using, and relying on our technology in order to provide excellent customer service. Any time that our technology is a hindrance instead of helping us excel in this area, it is our largest pain point. The NAA is also concerned about IT security with all of the emerging technologies in order to keep our systems and data secure.

A12. Can the NAA identify who the current IT Services provider is?

A12. The current IT Services provider is Softrim.

Q13. Can the NAA provide an inventory of all IT hardware and software applications that will be supported by the Consultant?

A13. A list of current IT hardware and software applications are provided in Exhibit F, included in this addendum.

Q14. The sections and content required in the proposals, as outlined on page 8 of the RFP, do not appear to include a place for response to the maintenance and support tasks specified in the Scope of Services on page 6 of the RFP. Can you advise which section of the proposal should include this response?

A14. Dependent on the subject of the support tasks and/or service, the response should be in sections D, E, or F.

Q15. Does the NAA currently backup all of its data to local storage, or to the Cloud, or both?

A15. The NAA currently backs up its data to both local storage, and to servers that are owned by the NAA at an offsite location.

Q16. Does the NAA use an on-prem Active Directory or is there a need to extend Active Directory to cloud infrastructure or services? Is the NAA using Office 365, Azure, or only on-prem systems?

A16. The NAA uses and on premise Active Directory. The NAA is only using on premise systems with Active Directory.

Q17. What is the network topology? I.e.: general list and/or diagram of IT asset inventory

A17. A list of current IT hardware and software applications are provided in Exhibit F, included in this addendum.

Q18. What is currently hosted offsite and/or in the cloud?

A18. Our HR/Payroll solution (ADP), our Maintenance Management solution (Que Centre), our Work Schedule solution (ScheduleAnywhere), our noise abatement solutions PlaneNoise, our tracker InFlight by HMMH, and our Emergency Notification System (Everbridge) are currently cloud based solutions.

Q19. What are the software applications being used?

- **a. Financial**
- **b. Human Resources**
- **c. Operations**
- **d. Applications specific to a department**

A19. The Financial application is Serenic Navigator. The Human Resources application is ADP. Operations uses TotalFBO for our point of sale. A list of all other department specific software applications are provided in Exhibit F, included in this addendum.

Q20. Brand, Platform and age of phone system(s)?

A20. The VOIP phones on a phone switch that has a card for analog lines. The phones are Alcatel-Lucent and are approximately 4 years old.

Q21. What maintenance contracts are in place with regards to hardware and software? Annual or monthly budget allocated to IT maintenance contract line items?

A21. The Fiscal Year 2019 yearly budget for Computer Hardware and Software maintenance and support contracts was $139,475. The IT budget for Fiscal Year 2020 has not been determined. Currently there are contracts in place for the Financial system, Emergency Notification system, TotalFBO, Fuel Master, email security, firewalls, PCI compliance, server and switch support, website maintenance, and printer/copier support. These contracts are subject to change according to the needs of the Authority.

Q22. Please describe the current Storage and Backup process? Device and platform used?

A22. We have two servers offsite that replicate all of our internal servers. Locally we also have a replica of those servers, as well as the replica of the databases of our financial and point of sale systems. The devices and platforms are provided in Exhibit F, included in this addendum.

Q23. What are the security policies and procedures in place today? Last update?

A23. We have the following security policies and procedures:

- Acceptable Use of Technology – Updated 7/1/2010
- Computer Resources (Use Procedure) – Updated 6/29/2010
- Email Procedure – Updated 6/25/2010
- Internet Acceptable Use Procedure – Updated 6/25/2010
- Information Security Procedure – Updated 6/25/2010
- Password Security Procedure – Updated 6/17/2010

Q24. What is the Disaster Recovery Plan in place today? When was it last updated?

A24. The current Disaster Recovery Plan was created in July 2015. It consists of the following items:

- Inventory of hardware and software
- Information systems' computer room emergency procedures
- Determination of the extent of disaster and associated steps
- Determination of other potential expenses to return to service
- Recovery action plan
    - Immediate response
    - Infrastructure restore
    - Hardware restore
    - Restore and sync data
    - Resume business
    - Return to facility
- Communication and notification plan

Q25. 80 employees are noted in the RFP. Of those 80, how many are electronic device / technology end users?

A25. We currently have approximately 50 workstations (laptops, notebooks, and towers) for users. All employees have email and network access.

Q26. Does the project scope include any installations for new audio-visual systems for recording and streaming meetings?

A26. At this time there are no plans to replace the current system. However, respondents should anticipate this as a future possibility.

Q27. Will the NAA need the vendor to provide cabling services that would involve running cable inside walls or outside the cable's originating room?

A27. Yes.

Q28. Who is the current telecommunications provider?

A28. CenturyLink provides telecom services and Verizon provide mobile services.

Q29. Does the NAA use a SIP trunk, Hosted PBX, and/or POTS?

A29. The NAA uses a PBX that is an Alcatel Lucent OXO. It is serviced by one active and one back-up PRI circuit. We also have POTS fax lines.

Q30. What service is being used for fax?

A30. CenturyLink

Q31. Can the NAA define the components of their fax infrastructure?

A31. The NAA currently has 5 fax lines.

Q32. Does the NAA have an active MSP plan for their printers?

A32. Yes, however our IT support provides network configuration assistance for these printers.

Q33. Does the NAA have any application support plans and if so which ones? i.e. Citrix

A33. Currently there are support plans in place for the Financial system, Emergency Notification system, TotalFBO, Fuel Master, email security, firewalls, PCI compliance, server and switch support, website maintenance, and printer/copier support. These contracts are subject to change according to the needs of the Authority. Our Citrix environment is maintained by our IT Support.

Q34. Due to the submitted unanswered questions, we are currently unable to prepare a proper proposal response. Will NAA consider extending the submission deadline to May 8th?

A34. No, the deadline cannot be extended.

Exhibit F

Hardware

6 Physical Dell Servers (Dell PowerEdge, Windows 2016 or 2012)

12 Logical Servers (Hyper-V Virtual Machines)

50 Work Stations/Laptops

Audio/Visual:
- Tricaster TXCD460, Control Surface, and Set Editor
- 7 Shure wireless gooseneck microphones
- 1 Shure wireless handheld microphone

Phones:
- Approximately 40 mobile phones
- 2 iPads
- Approximately 60 VOIP Phones
- Approximately 5 Fax Lines

Software

Microsoft Exchange 2013, Office Suite 2010 and 2013 Pro Plus
Microsoft SQL Server 2012
Windows Servers
Windows 7, 8 and 10
Mimecast
Firewall
Citrix XenDesktop Enterprise
ADP
Serenic Navigator
TotalFBO
ScheduleAnywhere
Que Centre
Everbridge
DLT Solutions AutoCAD
Fuel Master
Thor Guard
eMerge

Exhibit G

Scoring Matrix

Selection Criteria	Your Score	Maximum Points
Professional qualifications necessary for satisfactory performance • Project Manager and key team members are qualified to perform the work categories of the project • Consultant's knowledge of standards and procedures		**15**
Specialized experience and technical competence in the type of work required • Consultant has provided comparable projects with which they have been involved • Consultant IT capability (hardware and software) • Subcontractor financial stability and ability		**15**
Past performance on contracts with government agencies and private industry • Past performance evaluations • References if no past work has been performed for the NAA by the Consultant		**15**
The capacity to accomplish the work in the required time • Consultant has adequate staff for this project • Current workload of the consultant • Consultant financial stability		**10**
Consultant has demonstrated understanding of key elements of the NAA Program: • Consultant has provided a logical approach to tasks and issues		**15**
Location of the Consultant and knowledge of the area and local issues; location criteria cannot be based on a political boundary (e.g. city or county limits) • Consultant has demonstrated understanding of possible special considerations concerning the scope of work • Local availability for onsite support • Support availability during NAA office hours		**10**
Price of Services and Cost Control • Consultant has demonstrated method(s) of cost control		**10**
Quality of Submittal/Proposal • Proposal was clear and concise and demonstrates expertise in subject matter • Responses are consistent with project scope		**10**
TOTAL		**100**

Naples AIRPORT AUTHORITY

Request for Proposals for

Information Technology Support Services

ADDENDUM No. 3

May 14, 2019

On May 1, 2019 the Naples Airport Authority received four Proposals in response to the Information Technology Support Services RFP. It was determined that two of the submittals met the required criteria contained in the RFP. Therefore the following firms, in no particular order, have been shortlisted for further consideration and invited to present to the Consultant Selection Committee on Thursday, June 6, 2019:

1. Softrim, LLC
2. ITVantage

The Naples Airport Authority would like to thank each firm that responded to our Request for Proposals.

Respectfully,

Margo Kidd

Business Analyst