

AGENDA ITEM SUMMARY

Department:

Submitted For:

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

FISCAL YEARS	2013	2014	2015	2016	2017
Capital Expenditures	<u>235,005</u>	<u>200,000</u>			
Operating Costs		<u>(34,583)</u>	<u>(83,000)</u>	<u>(83,000)</u>	<u>(83,000)</u>
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>235,005</u>	<u>165,417</u>	<u>(83,000)</u>	<u>(83,000)</u>	<u>(83,000)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No _____

Budget Account No.: Fund 4100 Department 120 Unit 11IT Object 4674
4110 121 A030 6405

Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Airport revenues are available in the above reference accounts for these expenditures. \$253,005 will be expended for software and implementation, \$200,000 will be expended for Optional Services, and \$88,000 will be spent for software maintenance over the five year period. For purposes of the above analysis, annual savings of \$83,000 compared to the existing software maintenance is shown, contract commencement is approximated at May 1, 2013 and software maintenance costs begin May 1, 2014. Additionally, Optional Services are shown in fiscal year 2014, but actual expenditure timing may vary.

C. Departmental Fiscal Review: LM Sumner

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

OFMB 3/19/2013 Contract Dev. and Control
4-1-13 Biwheel

B. Legal Sufficiency:

Anne Delgent 4-2-13
 Assistant County Attorney

C. Other Department Review:

 Department Director

Background and Justification:

The DOA's existing software was purchased via public RFP No. 97-097/PR from Bowman and Associates in 1998 at a cost of \$193,000 for software and implementation. Due to limited future utility of the current software and increasing support costs, staff recommends a full replacement at this time. Implementation of current technologies will allow for continued staff efficiencies both for users and technical support staff. Annual cost savings for software maintenance is estimated at \$83,000.

The County's RFP required demonstrated expertise in software solutions for an airport environment to manage all revenue contracts, lease compliance elements, billing activities, accounts receivable, cash receipts, statistical data, and reporting typical for the industry. The DOA has 180 active billing customers with approximate monthly billing activity of \$6 million, 280 invoices, and 740 lines of billing detail. The DOA's customers comprise highly differentiated business models including airlines, car rental companies, restaurants, retail, property rental, and general aviation operations.

**CONTRACT FOR
AIRPORT PROPERTIES AND REVENUE MANAGEMENT SOFTWARE
(Contract No. 12-074/SC)**

This Contract No. 12-074/SC is made as of this _____ day of _____, 2013, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and GCR Inc., 2021 Lakeshore Drive, Suite 500, New Orleans, Louisiana 70122, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR's responsibility under this Contract is to provide software implementation and maintenance services to the Department of Airports in accordance with Exhibit A, Scope of Work/Services, Exhibit B, Palm Beach County Department of Airports Airport Property and Revenue Management Software Maintenance Services and Payment Agreement ("Software Maintenance Services and Payment Agreement") Exhibit C, CONTRACTOR's proposal dated December 5, 2012, and Exhibit D, CONTRACTOR's software license, all of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Michael Simmons, Director of Finance and Administration, telephone number (561) 471-7433 or designee.

The CONTRACTOR's representative/liaison during the performance of this Contract shall be Phillip D. Brodt, Vice President, telephone number (504) 304-2500.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibits A and B; (2) the provisions of RFP No. 12-074/SC and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit C, CONTRACTOR's proposal dated December 5, 2012; (4) Exhibit D, CONTRACTOR's software license; and (5) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONTRACTOR shall commence services on the date that the Palm Beach County Board of County Commissioners approves this Contract, and shall complete all services within five (5) years from the date of such approval, with one (1) five (5) year option for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 4 - PAYMENTS TO CONTRACTOR

- A. The Total Not-to-Exceed amount to be paid to CONTRACTOR for this Contract shall be Five Hundred Forty-One Thousand Five Dollars (\$541,005.00), as described in Exhibit C, attached. Contract payment methods will vary based on the type of service rendered:
1. Total System Base Price: The Total System Base Price, as specified in Price Proposal Pages, Section 7, pages 7.1 and 7.2, in Exhibit C, CONTRACTOR's proposal dated December 5, 2012, will be invoiced monthly, based on the total percentage of work completed. The total percentage of work completed, which will apply to each invoice, shall be consistent with the detailed implementation Work Plan required in Exhibit A, Scope of Work/Services, Section 3, under Project Document Deliverables. The "Total System Base Price" includes all costs associated with delivery, project management, implementation, and training for Airport Properties and Revenue Management Software (APRMS). Payments for the Total System Base Price will be subject to 10% retention, which will be released pursuant to Exhibit B, the Software Maintenance Services and Payment Agreement, Article 3. Systems Acceptance Notification.
 2. Maintenance Fees: Pursuant to CONTRACTOR's Price Proposal Pages, Section 7, pages 7.1 and 7.2, in Exhibit C, the Maintenance Fees will be treated as lump sum payments, to be paid on a quarterly basis. Maintenance Fees will be subject to the provisions in Exhibit B, the Software Maintenance Services and Payment Agreement, and the Total Not-to-Exceed Contract amount above.
 3. Optional Services: The total amount to be paid by the COUNTY for Optional Services shall not exceed Two Hundred Thousand Dollars (\$200,000.00). Optional Service task orders will be invoiced monthly based on total labor hours plus reimbursable expenses, i.e., time and materials basis, subject to not to exceed limits. Optional Services, if any, will be paid monthly at the hourly rates specified in CONTRACTOR's Price Proposal Pages, Section 7, pages 7.1 and 7.2, in Exhibit C. Optional Service task order authorizations will be negotiated during the term of the Contract, and will be subject to not to exceed limits. COUNTY is not obligated to require any Optional Services. See Section 6, Scope of Work/Services, in Exhibit A, for additional information regarding Optional Services.
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services

have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. For Optional Services, all requests for payment of "out-of-pocket" reimbursable expenses eligible for reimbursement under the terms of this Contract shall include copies of said receipts, invoices, or other documentation acceptable to COUNTY. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work/Services described in this Contract. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses, which may be reimbursable under the terms of this Contract, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the COUNTY. This shall constitute CONTRACTOR's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONTRACTOR. "Final Invoice" must be stated on each type of service invoice (i.e., the final invoice for the Total System Base Price, Maintenance Fees, and Optional Services, respectively).
- E. Renewal Term: If COUNTY elects to extend the Contract by execution of the renewal option period, the scope of services, prices and payments to CONTRACTOR for the renewal period shall be negotiated by the parties. The Scope of Services and payments for the option period shall be set forth in a written amendment to this Contract.

ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 6 - PERFORMANCE BOND

The CONTRACTOR shall furnish, to the COUNTY, a Performance Bond or Clean Irrevocable Letter of Credit in the amount of One Hundred Thousand Dollars (\$100,000.00), prior to commencement of work, and shall keep the same in full force and effect until the COUNTY provides to CONTRACTOR the Systems Acceptance Notification (see Section 3, Software Maintenance Services and Payment Agreement) signed by the Director of Airports.

The CONTRACTOR shall furnish a Performance Bond in a form and format satisfactory to the COUNTY as security for the faithful performance of the Contract, resulting from the award of RFP No.12-074/SC, for the payment of all persons performing services or providing supplies, and for all costs incurred by the COUNTY to obtain a replacement contract, in the event the CONTRACTOR fails to perform as required under the Contract. The term "COST" as used herein shall include all fees, costs, and expenses arising out of the CONTRACTOR's failure to perform the Contract whether direct, indirect, actual, consequential, or incidental, and shall include attorney's fees and costs, expert witness fees and expenses, and all time incurred by Palm Beach County Department of Airports or the COUNTY's staff.

The Performance Bond is to ensure the faithful performance of all the requirements of the Contract (RFP No. 12-074/SC), and to save, defend, indemnify, and hold harmless the COUNTY from any and all damages, costs, fees, and expenses either directly or indirectly arising out of any failure to perform the Contract. The Bond shall be issued by a company authorized to do business in the State of Florida and having a currently valid certificate of authority and bonding capacity, as issued by the United States Department of Treasury under 31.U.S.C., sections 9304 through 9308. The CONTRACTOR shall verify with the COUNTY, prior to execution of the Contract, the acceptability of the surety provided thereunder. The attorney-in-fact who signs the Bond must file, with the Bond, a certificate and effective dated copy of power of attorney. The CONTRACTOR must furnish the executed Bond prior to the COUNTY's approval of Contract.

A cash deposit, or certified check, or Clean Irrevocable Letter of Credit, from a financial institution with a rating deemed acceptable by the COUNTY, may be provided in lieu of the Performance Bond provided that the form, format, and terms of coverage are acceptable to the COUNTY. The terms of coverage of an Irrevocable Letter of Credit shall be substantially the same as that required of the Performance Bond, and the Letter of Credit shall be issued by an institution that offers security similar to that of a bonding company. In addition, the Letter of Credit shall fully comply with the COUNTY's requirements set forth in Palm Beach County PPM #CW-F-055; and, the face of the Letter of Credit shall be in the format described in PPM #CW-F-055, the terms of which are incorporated herein by reference. In the event of any conflict between the terms of the RFP and PPM #CW-F-055, the latter shall control.

ARTICLE 7 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the CONTRACTOR's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 7 within three (3) years following final payment.

ARTICLE 8 - TERMINATION

This Contract may be terminated by the CONTRACTOR upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONTRACTOR or without cause upon ten (10) business days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
4. Continue and complete all parts of the work which have not been terminated.

ARTICLE 9 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit C, attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 10 - CRIMINAL HISTORY RECORDS CHECK

The CONTRACTOR shall comply with Palm Beach County Code, Section 2-371-2-377, as amended, Criminal History Records Check, if CONTRACTOR's employees or subcontractors are required under this Contract to enter a "critical facility" as identified in Resolution R-2003-1274, as amended. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

ARTICLE 11 - SMALL BUSINESS ENTERPRISES SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONTRACTOR uses any subcontractors on this project, the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

1. The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

2. The CONTRACTOR agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.
3. The CONTRACTOR incorporates Schedule 1 List of proposed SBE-M/WBE Prime/Subcontractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, percentage and/or dollar value of the SBE-M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE-M/WBE sub-consultants on Schedule 1 agreeing to perform the contract at the listed percentage and/or dollar value.

The CONTRACTOR understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

4. The CONTRACTOR understands that it is the responsibility of the department letting the contract and the Office of Small Business Assistance (OSBA) to monitor compliance with the SBE Ordinance requirements. In that regard, the CONTRACTOR agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted.
5. The CONTRACTOR further agrees to provide OSBA with a copy of their contract with the SBE sub-consultant or any other related documentation upon request.
6. After contract award, the successful CONTRACTOR will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the proposed SBE percentages submitted with the proposal. Requests for substitutions must be submitted to the department issuing the Request for Proposal and the OSBA.
7. The CONTRACTOR understands that s/he is prohibited from making any agreements with the SBE in which the SBE promises not to provide sub consultant quotations to other CONTRACTORS or potential CONTRACTORS.
8. The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 12 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the

CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 13 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

ARTICLE 14 - INSURANCE REQUIREMENTS

It shall be the responsibility of the CONTRACTOR to provide initial evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Sharon Cushnie, Senior Buyer. Subsequently, the CONTRACTOR shall, during the term of the Contract, and prior to each renewal thereof, provide such evidence to CertFocus at www.certfocus.com or fax (561) 666-6041, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

The CONTRACTOR shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR agrees to notify the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. Further, CONTRACTOR shall agree that all insurance coverage required herein shall be provided by CONTRACTOR to COUNTY on a primary basis.

- A. **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Business Auto Liability:** CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability. If vehicles are acquired throughout the term of the contract, CONTRACTOR agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended

requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

- C. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- D. **Professional Liability:** CONTRACTOR shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the CONTRACTOR of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- E. **Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County as an Additional Insured.
- F. **Waiver of Subrogation:** CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- G. **Certificates of Insurance:** Within forty-eight (48) hours of the COUNTY's request to do so, the CONTRACTOR shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all

types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the CONTRACTOR shall provide this evidence to CertFocus at www.certfocus.com or fax (561) 666-6041, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.

- H. **Umbrella or Excess Liability:** If necessary, CONTRACTOR may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 15 - INDEMNIFICATION

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONTRACTOR.

ARTICLE 16 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor

shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 17 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.

ARTICLE 18 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. The CONTRACTOR further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 19 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONTRACTOR's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 20 - ARREARS

The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 21 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 22 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 23 - CONTINGENT FEE

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract 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 CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 24 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.

ARTICLE 25 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or gender identity and expression.

ARTICLE 26 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 27 - SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 28 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 29 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

ARTICLE 30 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

ARTICLE 31 - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kathleen M. Scarlett, Director
Purchasing, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to:

Michael Simmons
Director of Finance and Administration
Palm Beach International Airport
Palm Beach County
Building 846
West Palm Beach, FL 33406-1470

If sent to the CONTRACTOR, notices shall be addressed to:

Phillip D. Brodt, Vice President
GCR Inc.
2021 Lakeshore Drive, Suite 500
New Orleans, LA 70122

ARTICLE 32 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 30 - Modifications of Work.

ARTICLE 33 - REGULATIONS; LICENSING REQUIREMENTS:

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY, and the CONTRACTOR has hereunto set its hand the day and year above written.

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COMMISSIONERS CONTRACTOR:

BY: Steven L. Abrams, Mayor

GCR Inc.
Company Name

BY: Phillip D. Brodt, Vice President

SEAL

CORPORATE SEAL

ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

ATTEST WITNESS:
BY: Colleen Fabacher
Print Name

BY: Deputy Clerk

Colleen Fabacher
Signature

BY: William Cody
Print Name

Signature

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

BY: County Attorney

BY: Director, Department of Airports

EXHIBIT A
SCOPE OF WORK/SERVICES
Contract No. 12-074/SC

1. PURPOSE OF THE PROJECT

The CONTRACTOR shall provide an Airport Property and Revenue Management Software (APRMS) solution to replace the DOA's current software. The DOA is currently utilizing an Airport Management System by the Bowman Group that was initially installed in 1999. The efficient administration of the DOA's leased property and vendor portfolio is critical to achieving the goals of maximizing revenue, fiscal accountability, consistency and organizational success. Accordingly, the CONTRACTOR's property and revenue management software solution shall enhance DOA's process of administering its lease properties and vendor contracts.

2. HISTORY AND BACKGROUND

DOA users consist of Properties and Fiscal staff, totaling 10 users requiring access. Properties users will require the ability to report on leases and lease status for the purpose of overall lease management and lease compliance.

Properties staff are responsible for inputting lease documents and lease attributes including compliance requirements, and secondary documents such as bonds and insurance. Properties staff will also modify this data based on changing situations.

Fiscal staff are responsible for accounts receivable, cash receipts, billing, and various statistical and financial reporting requirements, including reporting by revenue type and customer accounts. The department currently has 180 active billing customers with approximate monthly activity of \$6 million, 280 invoices and 740 line items of billing detail.

The APRMS should be integrated to allow for efficient operation and to allow for the separation of duties to enhance internal controls.

3. PROJECT DOCUMENT DELIVERABLES

Subsequent to selection and contract execution, the CONTRACTOR shall provide to COUNTY the information listed in the table below of various Project Document Deliverables, in form and details satisfactory to COUNTY. COUNTY reserves the right to direct CONTRACTOR to reasonably modify the Project Document Deliverables.

Service Categories	Project Document Deliverables
Project Planning	<p>A detailed implementation Work Plan to include, but not limited to:</p> <ul style="list-style-type: none"> • DOA and CONTRACTOR's work steps/tasks ("Task") in details sufficient to define percentage of completion • Expected deliverables or outcome for each Task • Major milestones • Major decision points, with "go"/"no-go" criteria and fallback positions • Implementation schedule • Training Plan • User Help documentation • Software license agreements for any third party software providers
Solution Design	<p>A Functional Design Report that describes:</p> <ul style="list-style-type: none"> • How major processes will look from the user's perspective • Processes for system administration and related functions
Technical Design	<p>A Technical Design Report that describes:</p> <ul style="list-style-type: none"> • Property and Revenue Management components – all the hardware and software that will be implemented • How transaction data is represented in the database • Data tables to be loaded during implementation, and sources for that data • Database environments for programming, testing, training, production • Property and Revenue management system reliability expectations and controls.

Technical Specifications	<p>A Technical Specification Plan identifying:</p> <ul style="list-style-type: none"> • Specific parameter settings, tables, and coding needed to adapt software from its "out-of-the-box" state to a production ready state • Planned performance levels (application response times, system capacities) • Infrastructure design (hardware, operating systems, database software, network) • Hardware and data communications design that reflects the technology and hardware environment(s)
--------------------------	--

4. **MINIMUM REQUIREMENTS: PRODUCT FUNCTIONALITY**

The DOA requires the Property and Revenue Management software to have the following functions and capabilities:

- A. The CONTRACTOR's Property and Revenue Management software must provide a means to import and export data in the following formats: XML, Microsoft SQL, Microsoft Access 2010 and Microsoft Excel 2010, and later, and in CSV (comma-separated value) to other applications such as Microsoft Office Suite 2003.
- B. The CONTRACTOR's Property and Revenue Management system must support generation of ad hoc reports, and that any third party software needed to create such reports must be identified in the CONTRACTOR's proposal.
- C. The DOA will need the ability to assign users access at different levels.
- D. The CONTRACTOR's Property and Revenue Management system must be capable of attaching documents of any file type (i.e. PDF, TIF, Word, XLS, XML, JPG, etc.) and provide integrated viewing capability.
- E. The CONTRACTOR's Property and Revenue Management software shall provide for the ability for workflow options and communication workflow.

5. **SOFTWARE FEATURES AND FUNCTION GRID**

The CONTRACTOR shall deliver all software features indicated in its proposal.

6. OPTIONAL SERVICES

The COUNTY reserves the right to add related services, as needed. Prices for additional Property and Revenue Management software functionality will be based upon negotiated not to exceed project costs using CONTRACTOR's proposed hourly rates for various CONTRACTOR staff positions. Examples of services which may be requested include: the development of an interface with the COUNTY's general ledger system (AMS Advantage), development of web based point of sales systems, and consulting services related to automated landing fee invoicing. The COUNTY reserves the right to negotiate prices and fees for optional services.

7. MINIMUM REQUIREMENTS: HARDWARE AND OPERATING ENVIRONMENT

- A. The CONTRACTOR shall install the Property and Revenue Management solution on the DOA's VM Ware virtual platform using ESX/ESXi version 4.0 or higher.
- B. The CONTRACTOR shall install the Property and Revenue Management solution using: 1) the Microsoft Server Operating System 2008 (32 bit) or Microsoft Server 2008 R2 (64 bit); and 2) the Microsoft SQL 2008 (32 bit) or Microsoft SQL 2008 R2 (64 bit) or higher.
- C. The Property and Revenue Management solution must integrate with Microsoft Active Directory to allow end-user single sign-on.

8. TRAINING

The CONTRACTOR shall provide training for end users and technical staff, combined. Training hours shall be contact hours spent by trainer; incidental questions and debugging sessions will not be considered training. The COUNTY accepts the CONTRACTOR's level of training when the COUNTY signs the Systems Acceptance Notification to acknowledge that the APRMS is fully installed and operational, staff has been properly trained and all user documentation has been received.

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EXHIBIT B
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
AIRPORT PROPERTY AND REVENUE MANAGEMENT
SOFTWARE MAINTENANCE SERVICES AND PAYMENT
AGREEMENT
Contract No. 12-074/SC

General

CONTRACTOR will provide to COUNTY, maintenance services relating to the Airport Properties and Revenue Management Software ("APRMS") purchased and/or licensed from CONTRACTOR (terms are identified on Schedule A), upon the terms and conditions set forth in this Agreement.

1. Payment for Maintenance Services

In consideration of COUNTY's payment of the maintenance fees listed below CONTRACTOR agrees to provide the software and services outlined in Schedule A of this Agreement ("Covered Software"). CONTRACTOR will invoice COUNTY on a quarterly basis, in advance, in a form and manner acceptable to COUNTY. COUNTY shall commence payments to CONTRACTOR at the later of: (a) the first anniversary date of this Agreement, or, (b) the Systems Acceptance Date pursuant to Article 3 of this Agreement. In the event that the Systems Acceptance Date is later than the first anniversary date, COUNTY will not be obligated to pay any amounts per the Maintenance Fee Schedule occurring prior to the Systems Acceptance Date, however CONTRACTOR may invoice COUNTY for the prorated amount of the remaining days in the then current quarter that the Systems Acceptance Date occurs.

This Maintenance Fee Schedule below is per Exhibit C, CONTRACTOR's proposal dated December 5, 2012, submitted in response to RFP No. 12-074/SC Airport Properties and Revenue Management Software.

COUNTY shall pay CONTRACTOR for maintenance services pursuant to this Agreement the following quarterly amounts (in parentheses), within forty-five (45) days of receiving an invoice from CONTRACTOR for the upcoming quarter:

Maintenance Fee Schedule

Year 1	\$0 (no charge)	
Year 2*	\$22,000	(\$5,500 per quarter)
Year 3	\$22,000	(\$5,500 per quarter)
Year 4	\$22,000	(\$5,500 per quarter)
Year 5	\$22,000	(\$5,500 per quarter)

*Note: The first day of Year 2 is considered the first anniversary date of the Agreement.

2. **Normal Service Coverage Period and CONTRACTOR's Response Time**

CONTRACTOR agrees to provide the maintenance services for the software described in Schedule A of this Agreement between the hours of 8:30 A.M. and 5:00 P.M. EST, Monday through Friday, excluding CONTRACTOR holiday periods (hereafter "Normal Service Coverage Period"). Holiday periods are defined as: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving (2 days) and Christmas.

CONTRACTOR's response time will be dictated by the severity of the software problem as determined by COUNTY, as follows:

Severity Level 1. An emergency situation in which the Covered Software is inoperable or fails catastrophically, with serious business impact. CONTRACTOR will provide a response by a qualified member of its staff and begin to diagnose and to correct the problem within two (2) business hours. CONTRACTOR will continue to provide best efforts to resolve emergency problems in less than forty-eight (48) business hours. The resolution may be delivered to COUNTY as a work-around or as an emergency software fix, to be fully corrected and restored to proper functionality as time permits.

Severity Level 2. A problem situation where important features are not working with significant negative impact to COUNTY. CONTRACTOR will provide a response by a qualified member of its staff and begin to diagnose and to correct the problem within four (4) business hours.

Severity Level 3. A less severe situation where minimal impact to COUNTY is experienced and system functionality is not materially impaired. CONTRACTOR will provide a response by a qualified member of its staff and begin to diagnose and to correct the problem within eight (8) business hours.

A valid response shall consist of human communication by voice, email, or fax from CONTRACTOR; auto email responses shall not be considered a valid response. CONTRACTOR shall develop a written notification plan to communicate problem reporting and response, subject to approval by COUNTY.

3. Systems Acceptance Notification

The Systems Acceptance Notification is defined as the COUNTY's written acknowledgement to CONTRACTOR that the APRMS is fully installed and operational, staff has been properly trained, all user documentation has been received, and all other deliverables stated in Contract No. 12-074/SC and CONTRACTOR's proposal to RFP No. 12-074/SC Airport Properties and Revenue Management Software have been accepted by COUNTY. COUNTY shall not unreasonably withhold the Systems Acceptance Notification. The Systems Acceptance Notification shall be signed by the Director of Airports and shall include a specific date of acceptance deemed the "Systems Acceptance Date". The Systems Acceptance Date may be designated retroactively.

4. Additional Software Customization or Enhancements

COUNTY may request software customization and enhancements through the course of this Agreement. If CONTRACTOR and COUNTY successfully negotiate fees and charges for such services, COUNTY agrees to negotiate and pay additional maintenance fees to support such software customization. Normal updates or upgrades to the software will not be considered additional software and shall not cause any increase in maintenance charges.

5. Maintenance Exclusions

Maintenance service does not include data recovery, repair of damages or replacement of spare parts resulting from:

- (a) Any cause external to the APRMS software or hardware including, but not limited to, electrical work, fire, flood, water, wind, lightning and transportation, or any act of God;
- (b) COUNTY's failure to continually provide a suitable installation environment including, but not limited to, adequate electrical power; properly grounded and safeguarded against power surges and satisfactory product performance;
- (c) COUNTY's improper use, relocation, refinishing, management or supervision of the APRMS or other failure to use the APRMS in accordance with CONTRACTOR specifications;
- (d) COUNTY's failure to prohibit unauthorized access to APRMS causing loss or destruction of data and/or APRMS software.

6. Responsibilities of COUNTY

COUNTY agrees to provide:

- (a) APRMS access to CONTRACTOR personnel either on-site or remotely with proper security procedures and controls. Access will be controlled by

COUNTY Airport IT staff as necessary; Access will be monitored at all times;

- (b) Hardware and communications systems to operate the installed software.

7. **Responsibilities of CONTRACTOR**

During the term of this Agreement, CONTRACTOR shall provide the following services:

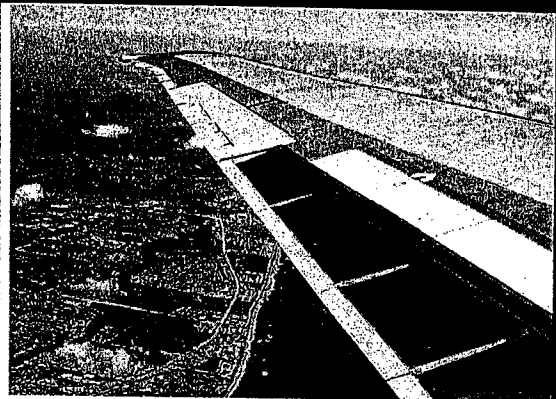
- (a) Technical support and trouble call response;
- (b) Patches and fixes, including installation, testing, and troubleshooting;
- (c) Upgrades, updates, revisions, etc, including installation, testing, troubleshooting, and staff training; and
- (d) Maintenance support process to track and report problems and resolutions including monthly and on demand reporting to COUNTY of problems and resolutions.

**SCHEDULE A
INSTALLED SOFTWARE LISTING
Including any License Fees**

QTY	DESCRIPTION
1	GCR's AirportIQ Business Manager (ABM) System = \$87,500 (per Price Proposal Pages, Section 7, page 7.1, in Exhibit C).
	Exhibit D – CONTRACTOR's software license (License) sets forth the terms and conditions that apply only to the above listed software. In the event any of the terms and conditions of the License conflicts with the terms and conditions of the Contract, the terms and conditions of the Contract shall control.

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EXHIBIT C
CONTRACTOR's PROPOSAL
Dated December 4, 2012
Contract No. 12-074/SC
(100 Pages)



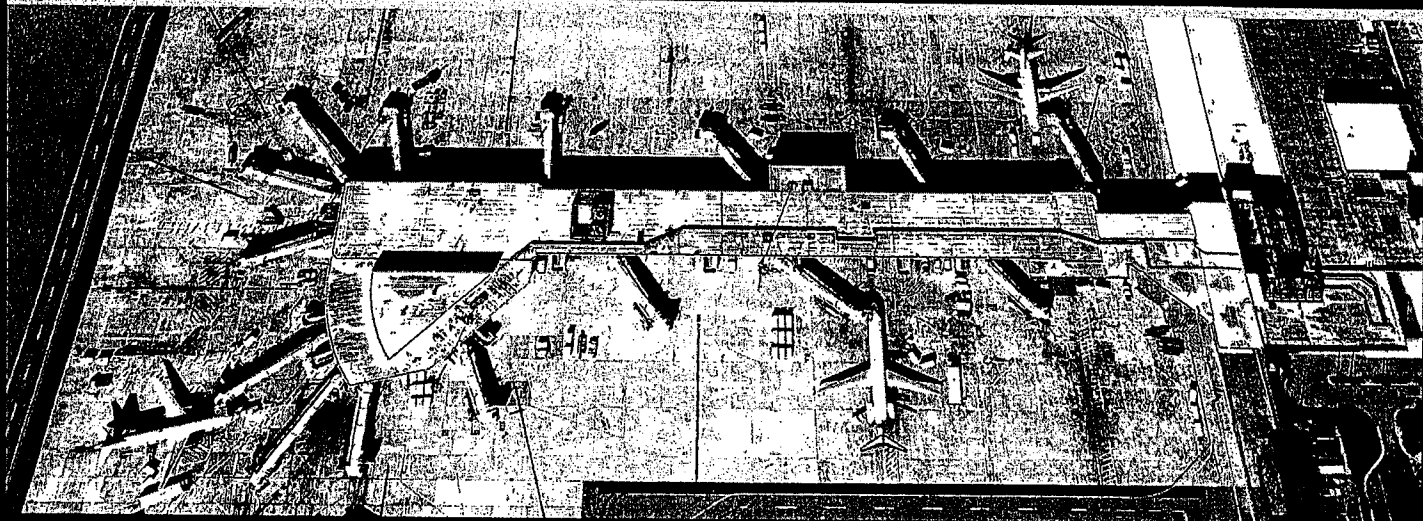
Palm Beach County Board of County Commissioners and Department of Airports

AIRPORT PROPERTIES AND REVENUE MANAGEMENT SOFTWARE

December 7, 2012

RFP NO. 12-074/SC

SIGNED ORIGINAL



Palm Beach County Board of County Commissioners and Department of Airports

**AIRPORT PROPERTIES AND REVENUE MANAGEMENT SOFTWARE
RFP NO. 12-074/SC**

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Palm Beach County Board of County Commissioners and Department of Airports

AIRPORT PROPERTIES AND REVENUE MANAGEMENT SOFTWARE
RFP NO. 12-074/SC

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GCR Inc.

2021 Lakeshore Drive, Suite 500
New Orleans, Louisiana 70122

TEL 504 304 2500 / 800 259 6192
FAX 504 304 2525
www.gcrConsulting.com

UNO Research & Technology Park
Advanced Technology Center

December 5, 2012

Sharon Cushnie, Senior Buyer
Palm Beach County Board of County Commissioners
Purchasing Department
50 Military Trail, Suite 110
West Palm Beach, FL 33415

RE: Airport Properties and Revenue Management Software - RFP No. 12-074/SC

Dear Ms. Cushnie:

GCR Inc. (GCR) is pleased to submit this proposal to provide the solution for Airport Properties and Revenue Management Software for the Palm Beach County Board of County Commissioners Department of Airports (DOA). Our Airport Business Manager (ABM) application has been implemented and is currently in use at over twenty (20) domestic airports.

GCR's ABM software is recognized as the leading airport properties and revenue management application for organizations of similar size to the Palm Beach County Department of Airports. The selection of ABM by a large majority of airports in the past several years serves as the best evidence that ABM is the preferred solution for airport business management software. GCR has a long-standing relationship with Microsoft, is a Microsoft Gold Partner, and Microsoft has recommended ABM as the preferred airport business management software.

Patrick Brady, the Project Manager assigned to this project, is both knowledgeable in the existing systems at DOA and has worked successfully with the staff at the Palm Beach County airports in implementing and supporting the current Airport Management System (AMS) at Palm Beach. The GCR staff assigned to this project, working under the direction of Patrick Brady, has successfully implemented and supported the replacement of AMS software at the Fresno-Yosemite International Airport and Little Rock National Airport.

GCR is committed to consistent improvement in our applications to meet the functional requirements of the airport industry and to remain in the forefront of technological advancements. Our commitment to constant improvement and the stability of our organization assure that DOA will benefit from the use of ABM, both upon implementation and well into the future.



Ms. Sharon Cushnie
Page Two

Mr. Phillip Brodt, Vice President, will serve as the main contact person during the proposal process. The GCR Inc. offices are located at 2021 Lakeshore Drive, Suite 500, New Orleans, LA 70122. Mr. Brodt's direct Telephone: (985) 327-0880; Fax: (504) 304-2525. Mr. Brodt's email address is pbrodt@gcrconsulting.com.

GCR will engage S. Davis & Associates of West Palm Beach as a sub-contractor on this project to meet the goals of SBE participation. S. Davis & Associates will participate in the project by providing professional services to verify configuration of the system setup, reconciling invoicing parallel testing results to determine that configuration is correct, reconciling data converted from the AMS system, and participating in go-live support of the new ABM system. GCR plans to meet the 15% SBE goal for the project through the services to be provided by S. Davis & Associates.

Palm Beach County Department of Airports faces an important decision in replacing the agreement and revenue management system the airport has utilized for many years. The extensive list of satisfied airport clients for which GCR has successfully implemented ABM provides the best assurance that DOA will attain the highest level of service and software functionality available. We believe GCR brings a unique set of qualifications to this project that assures success in the transition of DOA from AMS to ABM. We look forward to meeting with the Selection Committee to demonstrate the capabilities of GCR's ABM software and, if selected, to a successful implementation of ABM for the Department of Airports.

Sincerely,

A handwritten signature in dark ink, appearing to read "P. Brodt", followed by a long, horizontal, wavy line that extends to the right.

Phillip D. Brodt
Vice President



1. Firm Qualifications / Personnel Qualifications / References

1.1 Minimum Experience Requirements

GCR, established in 1979, is a multi-disciplinary consulting firm with a focus on the aviation industry. GCR has a diversified professional staff of over 120 employees. Its client base extends from corporate interests to institutional clients, and includes universities, and state, local, and federal government agencies. GCR has successful and viable professional relationships with numerous organizations, including the Federal Aviation Administration (FAA), 34 State Aeronautics Departments, and currently provides a variety of services to over 40 airports throughout the world.

GCR has developed aviation related technology solutions since 1987, and airport property and revenue management systems since 1998. Currently, GCR's property and revenue management systems are in use at over 20 airports throughout the U.S. (See Table 1.1 for a list of airports).

PROJECT EXPERIENCE

GCR has over 15 years of experience in developing and providing systems for airports, and is recognized as the leader in developing



comprehensive aviation management systems in the United States. GCR has developed the AirportIQ™ suite of airport intelligence solutions – a comprehensive set of applications to manage virtually all aspects of an airport. AirportIQ™ is flexible and can be adapted to integrate with other systems currently in use at an airport.

As part of our airport service implementations, GCR has integrated the back office systems used by many U.S. airports. The majority of AirportIQ™ modules have been integrated with a GIS system and/or other business applications in the airport systems environment.





Table 1-1: GCR Aviation Experience

<div> Airport Intelligence Software </div>	AirportIQ Modules													
	Agreement Mgmt.	Activity Statistics	Tenant Billing	Property Mgmt.	Accounts Receivables	Utility Management	SMS/Ops./Security Mgmt.	Rates & Charges	MUFIDS / VPDS	Secure Credentials	Land Acquisition	Project Management	Obstruction Eval.	General Ledger/AP/ERP
Installed Within the last 5 Years														
General Mitchell (Milwaukee) Intl.														
Cincinnati/Northern Kentucky Intl.														
Fresno-Yosemite Intl.														
San Francisco Intl.														
Reno-Tahoe Intl.														
Shreveport Regional Airport														
Accra Intl. Airport (Ghana)														
Cleveland-Hopkins International Airport														
Raleigh-Durham International Airport														
Scottsdale Airport														
Milas-Budrum (Turkey) Intl. Airport														
Lagos (Nigeria) International Airport														
Abuja (Nigeria) Airport														
Little Rock National Airport														
Nashville International Airport *														
Austin-Ferguson Intl.														
Louis Armstrong New Orleans Intl.														
T.F. Green (Providence, RI)														
Gerald R. Ford Intl. (Grand Rapids, MI)														
Jackson (MS) Intl.														
Kansas City Intl.														
Baton Rouge Metropolitan														
Austin-McCombs (Green Bay) Intl.														
Tulsa International														
Albuquerque International														
Tucson Intl.														
Baltimore-Washington Intl.														
Manchester Airport														
Gulfport-Biloxi Intl.														
Tan Son Nhat (Ho Chi Minh City, Vietnam)														
ExpressJet														
Atlanta Hartsfield International														
Houston Intercontinental														
Houston Hobby														
Los Angeles International (LAX)														
Ontario Airport (ONT)														

* Installation in progress

1.2 Experience Providing and Implementing Property and Revenue Management Systems

GCR's experience in developing and implementing Airport Property and Revenue

Management Systems (APRMS) dates to 1998. The AirportIQ Suite is a comprehensive set

of modules designed specifically for the airport environment. The AirportIQ Airport



1. Firm Qualifications / Personnel Qualifications / References • 1-11



Business Manager (ABM) application that is proposed for the Palm Beach County Airport has been implemented and is utilized at over 20 airports. Please refer to the Table 1-1 for a listing of the airports that have deployed ABM.

GCR currently has a staff of over 120. Of those, 25 are employed primarily in GCR's Aviation Sector.

1.3 GCR's Property and Revenue Management Clients

Of the airports that use ABM, those listed below are most comparable to the Palm Beach International Airport (PBIA). Case studies describing these installations and others are included on pages 1-4 through 1-9.

- Tucson Airport Authority, installed 2007, contact: Gail Carey, Director of Budget and Fiscal Services, (520) 573-4858, gcarey@tucsonairport.org
- Cincinnati/N. Kentucky International Airport, installed 2009, contact: Judy Rawe, IT Director, (859) 767-3180, JRawe@cvgairport.com
- Fresno Yosemite International Airport, installed 2007, contact: Michael Lima, Airports Finance Manager, (559) 621-4541, michael.lima@fresno.gov
- Little Rock National Airport, installed 2011, contact: Elwin Jones, Manager-Purchasing, (501) 537-7307, ejones@fly-lit.com
- Reno-Tahoe International Airport, installed 2008, contact: Rick Gorman, Chief Financial Officer, (775) 328-6432, rgorman@renoairport.com

ABM is employed as the Property Management System at airports both larger and smaller than PBIA as is evident in the Client Installations grid (Table 1-1: GCR Aviation Experience).





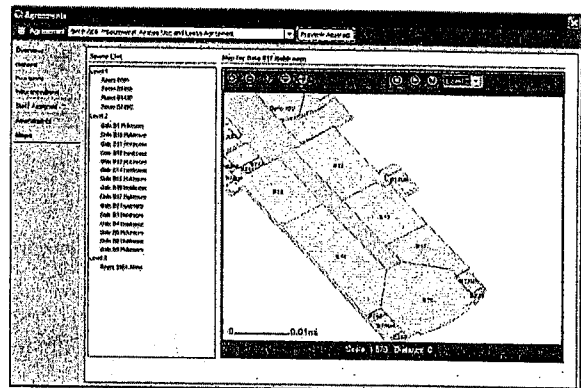
ABM's scalability provides the most effective solution in the airport industry for property and revenue management.

1.4 Case Studies

INTEGRATED AIRPORT MANAGEMENT SYSTEM (IAMS) Tucson International Airport

GCR implemented a comprehensive Integrated Airport Management System (IAMS) to manage the Tucson International Airport and its general aviation reliever Ryan Airfield. A major component was the complete Oracle E-Business suite of financial systems. The integration between the GCR and Oracle suites provides a comprehensive, single point-of-entry airport management solution.

CONTACT
Gail Carey
Tucson Airport Authority
7005 South Plumer Avenue
Tucson, Arizona 85706
(520) 573-4858
gcarey@tucsonairport.org

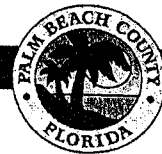


The system is driven by GCR's AirportIQ Airport Business Manager (ABM), which is used to manage all contracts and agreements at the airport and includes a Property Management module with GIS mapping capabilities. It also includes GCR's AirportIQ Data Center to provide both real-time flight tracking for the airport, and reporting of airline activities; and GCR's AirportIQ Project Manager (APM) to manage the capital facilities program.

Other systems implemented include the SymPro Portfolio Management system to help manage the Tucson Airport Authority's investments and portfolios; and a solution to manage the airport's unique FBO services.

ABM was implemented in 2007 and has been in continuous use since that time.





LEASE MANAGEMENT, TENANT BILLING, UTILITY BILLING, ACCOUNTS RECEIVABLE, AND ACTIVITIES STATISTICS INTEGRATED SYSTEM

Cincinnati/Northern Kentucky International Airport

GCR implemented this integrated system to manage all leases, properties, activities, and accounts receivable functions at the

CONTACT

Judith IRawe
Kenton County Airport Board
P.O. Box 752000
Cincinnati, OH 45275-21000
(859) 767-3180
JRawe@cvgairport.com

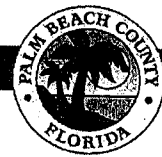
Cincinnati/Northern Kentucky International Airport. This project utilizes GCR's AirportIQ Airport Business Manager (ABM) as its foundation, with various integration points to other systems currently in use at the airport. The system includes a series of sub-modules, which together provide a comprehensive solution to manage all facets of the airport's activity and revenue.

The sub-modules are:

- **Agreement/Contact Management** - manages all terms and provisions of agreements.
- **Activity Statistics** - manages all airport operating statistics, such as aircraft landings, passenger and cargo movements, and per-use activities.
- **Tenant Billing** - creates all revenue invoices for the airport.
- **Accounts Receivable** - provides an interface for the application of cash received from tenants. It also provides all other A/R functions.
- **Space Management** - provides a comprehensive tool for managing the properties and facilities at the airport. It includes a flexible, user defined inventory hierarchy combined with integrated GIS mapping capabilities.

ABM was implemented in 2009 and has been in continuous use since that time.





PROPERTY AND REVENUE MANAGEMENT SYSTEM

Fresno-Yosemite International Airport

GCR implemented a Property and Revenue Management System to manage all leases, properties, activities, and accounts receivable functions at the airport. This project utilizes GCR's AirportIQ Airport Business Manager (ABM) as the foundation,

with various integration points to other systems currently in use at the airport. It includes a series of sub-modules, which together provide a comprehensive solution to manage all facets of the airport's activities and revenue. The sub-modules are:

- **Agreement/Contact Management** - manages all terms and provisions of agreements.
- **Activity Statistics** - manages all airport operating statistics, such as aircraft landings, passenger and cargo movements, and per-use activities.
- **Tenant Billing** - creates all revenue invoices for the airport.
- **Accounts Receivable** - provides an interface for the application of cash received from tenants. It also provides all other A/R functions.
- **Space Management** - provides a comprehensive tool for managing the properties and facilities at the airport. It includes a flexible, user defined inventory hierarchy combined with integrated GIS mapping capabilities.

As part of this system implementation, GCR converted historical aeronautical activity and open accounts receivables data from a legacy system into the new database, and developed an interface application between ABM and Fresno's general ledger system.

CONTACT

Michael Lima
Airports Finance Manager
Fresno-Yosemite Intl. Airport
4995 East Clinton Way
Fresno, CA 93727
(559) 621-4541
michael.lima@fresno.gov





AIRPORTIQ AIRPORT BUSINESS MANAGER- UPGRADE

Kansas City Aviation Department, Kansas City, Missouri

The Kansas City Aviation Department (KCAD) hired GCR to upgrade its existing Property Information Management System installed by GCR in 1999. The upgrade allows the department new flexibility in reporting and analysing data. As a major

CONTACT

David Long
Manager - Commercial Development
Kansas City Aviation Department
601 Brasilia Ave
Kansas City, MO 64153
David.Long@kcmo.org
(816) 224-1000

component to the upgrade, GCR implemented the Accounts Receivable module not previously used by KCAD. Their current city wide Enterprise AR system did not provide the level of detail needed to produce the management reports the department required. The level of integration between the GCR system and the City Enterprise system provide a comprehensive, single point-of-entry airport management solution.

At its core, GCR's AirportIQ Airport Business Manager (ABM), is used to manage all contracts and agreements at the airport. The agreement information feeds ABM's tenant billing, airport and airline activity statistics, and accounts receivables modules. GCR's AirportIQ Data Center was also integrated to provide both real-time flight tracking for the airports, as well as reporting of airline activities (such as landings) into the tenant billing module.

ABM was implemented in 2000 and has been in continuous use since that time.



1. Firm Qualifications / Personnel Qualifications / References • 1-71



ENTERPRISE RESOURCE PLANNING ACCOUNTING AND FINANCIAL MANAGEMENT SYSTEM

Reno-Tahoe International Airport

GCR implemented an Enterprise Resource Planning (ERP) Accounting and Financial Management System to manage all financial aspects of the Reno-Tahoe International Airport. To meet the airport's requirements GCR assembled a system that includes GCR's AirportIQ Airport Business Manager (ABM) and AirportIQ Project Manager (APM) for airport management functions, and Sage MAS 500 for financial accounting functions. The integration between the GCR AirportIQ and Sage MAS 500 suites provides a comprehensive, single point-of-entry airport management solution.

CONTACT

Rick Gorman
2001 East Plumb Lane
Reno, NV 89502
rgorman@renoairport.com
(775) 328-61432



AirportIQ™
Project Manager



AirportIQ™
Business Manager



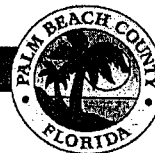
AirportIQ™
Data Center

The system is driven by ABM, which manages all contracts and agreements at the airport and includes a Property Management module with GIS mapping capabilities. GCR's AirportIQ Data Center is integrated into this system and provides both real-time flight tracking for the airport, as well as reporting of airline activities into the tenant billing module.

APM manages Reno-Tahoe International Airport's capital facilities program providing comprehensive tools for managing the airport's capital improvement projects, from initial CIP planning, cash flow analysis, preparation of FAA and PFC forms, to the management of contracts and payment of invoices.

ABM was implemented in 2008 and has been in continuous use since that time.





INTEGRATED AIRPORT MANAGEMENT SYSTEM

Rhode Island Airport Corporation

GCR implemented a comprehensive financial management system for the Rhode Island Airport Corporation facilities, including T.F. Green Airport (Providence, RI).

The implementation included a complete set of the Oracle E-Business suite of financial systems.

The integration between the GCR and Oracle suites provides a comprehensive, single point-of-entry airport management solution.

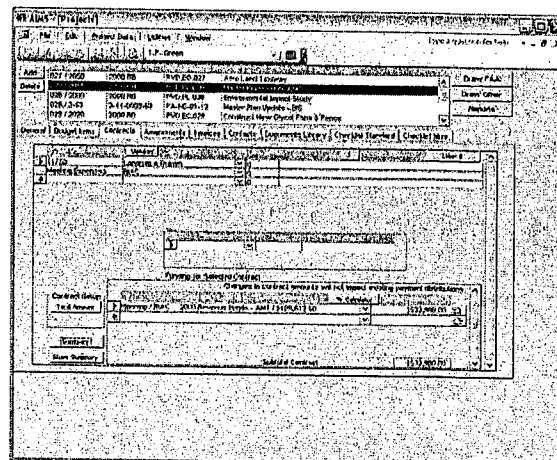
This system includes an agreement management module, a customer contact module, an activity reporting and statistics module, a tenant billing module, and an accounts receivable module. The activity of each air carrier and concessions are stored for activity-based billing and analysis purposes.

GCR also implemented an upgrade to the capital project tracking module used for managing all capital expenditures at the airport. This component allows users to budget existing and future projects; to manage contracts issued against the projects; and to track all payments and invoices.

ABM was implemented in 2007 and has been in continuous use since that time.

CONTACT

J. Nicole Williams
Rhode Island Airport Corporation
2000 Post Road
Providence, RI 02886
(401) 691-2210
NWilliams@pvdairport.com





1.5 Terminated Agreements

GCR has had no agreements terminated or canceled within the past five (5) years or prior to the expiration of their contractual term.

1.6 Lawsuits or Disputes

GCR has had no lawsuits or disputes resulting in termination of a Property and Revenue Management system contract, or pending lawsuits or unresolved disputes related to a Property and Revenue Management system contract within the past five (5) years (or at any time).

1.7 Subcontractors

GCR has partnered with S. Davis & Associates, P.A. (SDA) for this initiative. Established in March 1991, SDA is a full-service auditing, tax, accounting and consulting firm with offices in Hollywood, Miami and West Palm Beach. The firm is certified SBE/MBE firm with the Palm Beach County Office of Small Business Assistance.



S. Davis & Associates, P.A.

Shaun Davis, Director

8144 Okeechobee Boulevard, Suite B

West Palm Beach, FL 33411

(561) 547-0545

Project role: SDA will be responsible for verifying that information entered in the system is accurate, they will be participating in reconciling trial billings in the new system, and in reconciling/verifying all data converted from the existing system, such as open accounts



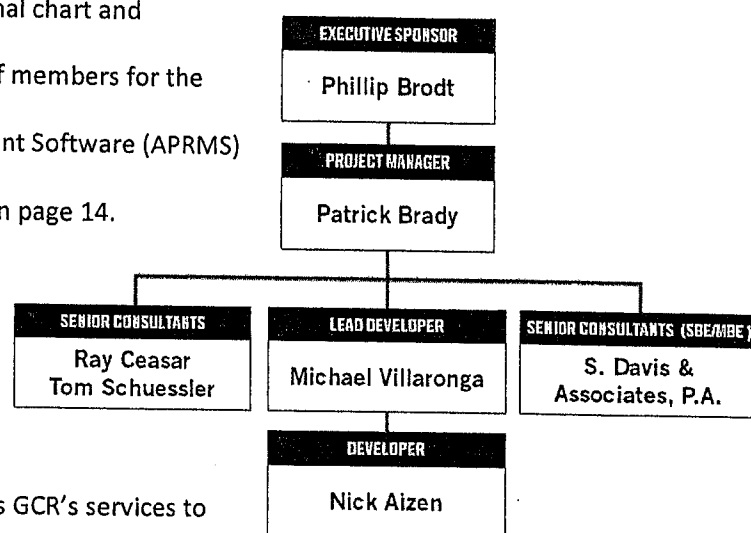


receivable transactions, historical aeronautical statistics like landings and landed weights, passenger counts and freight data.

1.8 Key Personnel

The individuals shown on the organizational chart and described below represent GCR's key staff members for the Airport Property and Revenue Management Software (APRMS) initiative. Full resumes follow beginning on page 14.

Figure 1-1: Organizational Chart



Phillip D. Brodt, Vice President:

Executive Sponsor – Mr. Brodt provides executive oversight to GCR's Aviation

Services sector. In this capacity, he directs GCR's services to airports, airlines, governmental aviation agencies, and other aviation-related clients. These services range from management and strategic consulting, to development of technological solutions that address wide ranging needs within the aviation industry. One of these solutions is GCR's successful AirportIQ Software – a complete suite of large-scale enterprise information systems that manage core activities associated with airport operations. AirportIQ is currently used by numerous airports throughout the United States. Mr. Brodt is Executive Sponsor for all ABM installations.

Patrick Brady, CGMA, PMP: Project Manager – Mr. Brady is both knowledgeable in the existing systems at DOA and has worked successfully with the Airport staff. He has an extensive accounting and airport financial systems background, and has played a key role in the design and implementation of GCR's automated accounting management systems for the aviation industry. He plays a key role in the implementation of GCR's AirportIQ Airport



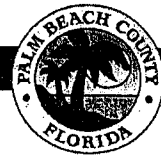


Business Manager and was actively involved in the implementation of ABM at the following major US airports: Kansas City International Airport, Manchester-Boston International Airport, Cincinnati International Airport, Fresno-Yosemite International Airport, San Francisco International Airport, Milwaukee General Mitchell Airport, Baltimore-Washington International Airport, Reno-Tahoe International Airport, Little Rock National Airport, and Raleigh-Durham International Airport.

Ray Ceasar, CPA: Senior Consultant - With over 30 years of experience in accounting, finance, tax and information system design and development, Mr. Ceasar offers a rare combination of business experience and computer/technical expertise. Mr. Ceasar has developed customized property and contract management systems that allow airports to manage all contracts and property leases for facilities. He was actively involved in the implementation of ABM at the following major US airports: Kansas City International Airport, Manchester-Boston International Airport, Cincinnati International Airport, Fresno-Yosemite International Airport, San Francisco International Airport, Milwaukee General Mitchell Airport, and Baltimore-Washington International Airport, Little Rock National Airport and Raleigh-Durham International Airport.

Tom Schuessler, AAE: Senior Consultant - Mr. Schuessler has over 18 years of experience in airport management, planning, and development. He brings an exceptional combination of business experience, government expertise, and system-implementation proficiency to his clients. Mr. Schuessler has been involved in the implementation of ABM at airports throughout the country including the Baltimore-Washington International Airport, Jackson-Medgar Wiley Evers International Airport, Austin-Bergstrom International Airport, Albuquerque International Airport, and T.F. Green Airport (Providence R.I.).





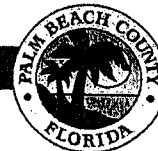
Michael Villaronga: Lead Developer - Mr. Villaronga has been a software developer since 1994. His experience includes web architecture design using .NET and SQL server platforms. He is a lead developer for the AirportIQ suite of aviation software applications and he was actively involved in the implementation of ABM at the following major US airports: Kansas City International Airport, Manchester-Boston International Airport, Cincinnati International Airport, Fresno-Yosemite International Airport, San Francisco International Airport, Milwaukee General Mitchell Airport, and Baltimore-Washington International Airport Reno-Tahoe International Airport and Little Rock International Airport.

Nick Aizen: Developer- Mr. Aizen has been part of the GCR development staff since 2001. He is an experienced technical support manager having spent several years as a software developer in the accounting industry. At GCR, he has been involved in software/database development on various applications including the AirportIQ suite of systems used to manage the core activities associated with an airport or an airline's operation at an airport. He was actively involved in the implementation of ABM at the following major US airports: Kansas City International Airport, Manchester-Boston International Airport, Cincinnati International Airport, Fresno-Yosemite International Airport, San Francisco International Airport, Milwaukee General Mitchell Airport, and Baltimore-Washington International Airport, Reno-Tahoe International Airport, Little Rock International Airport, and Raleigh-Durham International Airport.

1.9 Resumes

Full resumes for the key personnel assigned to this project are included on the following pages.





Phillip D. Brodt, Vice President
EXECUTIVE SPONSOR

Mr. Brodt provides executive oversight to GCR's Aviation

Services sector. He directs GCR's services to airports,

airlines, governmental aviation agencies, and other

aviation-related clients. These services range from management and strategic consulting, to

development of technological solutions that address wide ranging needs within the aviation

industry. Mr. Brodt is executive sponsor for all ABM installations.

Mr. Brodt has worked with a broad range of clients at airports, airlines, and governments to

analyze business needs and build solutions to solve complex problems. He has worked with

the U.S. Federal Aviation Administration, the Bermuda Department of Transportation, the

Port Authority of New York and New Jersey, LAX, the Houston Airport System, and

numerous state aviation agencies. His broad understanding of regulatory requirements,

airport operations and finance, and organizational effectiveness has helped him structure

large and complex programs to address a wide range of diverse needs.

Mr. Brodt is known for developing creative technological solutions for clients. He has led

the development of numerous industry-leading systems, including AIRS (manages the

registration and Certificate of Airworthiness process for offshore aircraft registries),

FlightTracker (provides real-time flight status and position information of aircraft in flight),

AirportIQ System Manager (manages multiple airports in a jurisdiction), AirportIQ Airport

Business Manager (manages the business and financial affairs of a commercial airport),

AirportIQ Project Manager (manages large-scale airport capital improvement programs),

EDUCATION AND TRAINING

M.S., Urban Studies Aviation Planning, 1998
University of New Orleans
New Orleans, LA

B.A., Occupational Safety Management, 1988
University of New Haven
West Haven, CT





netFIDS (the first fully web-based flight information display system), and ASOCS (manages the security and operational compliance of commercial service airports).

Mr. Brodt has worked extensively in planning and developing airports, and in conducting technical analysis of facilities. He has directed master plans, FAR Part 150 noise studies, environmental impact assessments, financial feasibility assessments, and demand analyses.

He has directly conducted or supervised hundreds of airspace analyses conducted for airports of all sizes. Through his various airport-planning activities, Mr. Brodt has developed an expertise in airport planning and development, and airport/community compatibility.

Mr. Brodt has also been actively involved with industry organizations, including the U.S. National Transportation Research Board. In 2007 – 2008, he served on an ACRP panel for the research topic "Analysis and Recommendations for Developing Integrated Airport Information Systems". In 2008, Mr. Brodt also served on a committee entitled "Screening Panel for Spotlight Information Technology Problem Statements". This panel was responsible for reviewing all submitted problem statements, and then prioritizing, combining, and synthesizing them into a set of statements which could be undertaken by the ACRP.





Patrick Brady, PMP PROJECT MANAGER

A member of the GCR staff since May 2005, Mr. Brady has played a key role in implementing GCR's AirportIQ Airport Business Manager (ABM). Mr. Brady is both knowledgeable in the existing system at DOA and has worked successfully with the Airport staff. He was actively involved in the development and implementation of ABM at many US airports including the following:

- San Francisco International Airport
- Baltimore-Washington International Airport
- Kansas City International Airport
- Manchester-Boston International Airport
- Cincinnati International Airport
- Fresno International Airport
- Reno-Tahoe International Airport
- Shreveport Regional Airport
- Little Rock National Airport
- Raleigh-Durham International Airport

Prior joining the GCR staff, Mr. Brady worked for a national transportation management consulting company, where he served as Project Manager for development and implementation of all financial applications for airports.

ADDRESS AND PHONE

2021 Lakeshore Drive, Suite 500
New Orleans, LA 70122
(504) 304-21500
pbrady@gcrconsulting.com

2 INSTALLATIONS WITHIN 5 YEARS

Little Rock National Airport
Elwin Jones, Manager-Purchasing
Little Rock National Airport
One Airport Drive
Little Rock, AR 72210-489
(501) 537-7307
eiones@fly-lit.com

Reno-Tahoe International Airport
Rick Gorman, Chief Financial Officer
2001 East Plumb Lane
Reno, NV 89502
Rgorman@renoairport.com
(775) 328-61432

EDUCATION AND TRAINING

M.B.A., 1975
University of New Orleans
New Orleans, Louisiana
B.A., Biological Sciences, 1974,
University of New Orleans
New Orleans, Louisiana

Post Graduate Studies in Accounting,
LSU, Baton Rouge, LA
University of New Orleans, Louisiana

CERTIFICATIONS

Project Management Professional (PMP)
Chartered

MEMBERSHIPS

American Association of Airport Executives
Airports Council International
American Institute of Certified Public Accountants
Project Management Institute (PMI)





Relevant Project Experience

Integrated Property Management, GIS, and Billing System

Client: San Francisco International Airport

Description: This Property Management, GIS, and Billing System manages all leases, properties, activities, and accounts receivable functions at the airport and integrates with other airport applications. The complete, customized, suite includes a series of integrated sub-modules which provide a comprehensive solution to manage all facets of the airport's activity and revenue.

Project Role: Mr. Brady was project manager and assisted in the implementation.

AirportIQ Airport Business Manager (ABM)

Client: Tan Son Nhat International Airport, Ho Chi Minh City (Saigon), Vietnam

Description: As subcontractor to Aeronautical Radio, Inc. (ARINC), GCR provided the new international terminal with a Revenue Management System consisting of ABM's Agreement Management, Contact Management, Statistics & Billing, and Accounts Receivable modules.

Project Role: Mr. Brady was project manager. He documented requirements and created an implementation plan to effect process improvements and improve efficiency at the airport.

Enterprise Resource Planning System – Software and Implementation Services (Implementation of ABM)

Client: Little Rock Airport Authority (LRAA)

Description: The implementation of AirportIQ Airport Business Manager (ABM) replaced the airport's existing Airport Management System. Agreement, Contract, Billing, Airport Statistics and Accounts Receivable modules were implemented. ABM integration with the Microsoft Dynamics AX suite of ERP software was built to provide a seamless integration for the Airport ERP.

Project Role: Mr. Brady was GCR project manager. He documented requirements and developed an implementation plan.





Enterprise Resource Planning Accounting and Financial Management System (Implementation of ABM)

Client: Reno-Tahoe Airport Authority

Description: GCR assembled and implemented a system that includes GCR's AirportIQ Airport Business Manager (ABM) and AirportIQ Project Manager (APM) for airport management functions, as well as Sage MAS 500 for financial accounting functions.

Project Role: Mr. Brady was the overall project manager for the ERP and lead implementer for ABM and APM.

Integrated Airport Management System (IAMS)

Client: Tucson Airport Authority

Description: This integrated system combines ABM with Oracle Financials software. ABM is used for agreement management, contact list management, activity statistics, space management, utility usage, tenant billing and accounts receivable tracking. With custom integration with Oracle Financials, IAMS functions as a single system.

Project Role: Mr. Brady was the implementation manager for the automated business systems.





Ray Ceasar, CPA

DIRECTOR, AVIATION SECTOR

Mr. Ceasar has over thirty years of experience in accounting, finance, tax and information system design and development, and has developed customized property and contract management to manage all contracts and property leases for facilities.

At GCR Mr. Ceasar leads a team of project managers and programmers, who execute rapid development of facility

and accounting management software packages. Industries of experience include airports, religious organizations, construction, real estate investment, oilfield services, cruise, and electric utilities.

Relevant Project Experience

AirportIQ Airport Business Manager (ABM)

Client: Currently implemented at twenty U.S. commercial airports

Description: ABM provides commercial airport operators with the advantages of web accessibility and .NET Framework technology to manage all aspects of airport business operations. Modular in design for flexibility in meeting each airport's specific needs, ABM provides features to address: Agreement Management, Space Management, Rates and Charges, GIS-based Mapping, Billing, Accounts Receivable, Utility Management, Activity Statistics, and more.

Project Role: Mr. Ceasar is product director for ABM and project manager for many of the installations.

PMBS (Property Management and Billing System)

Client: San Francisco Airport Authority

EDUCATION AND TRAINING

B.S., Accounting, 1977
University of New Orleans
New Orleans, LA

CERTIFICATION

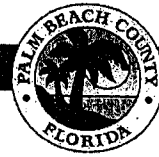
Licensed Louisiana Certified Public Accountant since 1978

Certified by Solomon IV Software

DEVELOPMENT ENVIRONMENT / LANGUAGES

Microsoft Office, Visual Basic for Applications, SQL Server, DB2, Oracle, VSAM, Access 2.0, Access 97, Access 2000, Access 2002, Excel, Lotus 1-2-3, FoxPro, dBase, MS Word, MS PowerPoint, Internet application development, direct mail applications, postal bar coding





Description: This system is used by airports for agreement management, contact list management, activity statistics, space management, utility usage, tenant billing and accounts receivable tracking. It also integrates several systems within the San Francisco Airport including aircraft parking, shared tenant services, AVI (automated vehicle information system), and accounting general ledger system.

Project Role: Mr. Ceasar was project director and guided the application design.

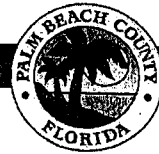
IAMS for Airports (Integrated Airport Management System)

Client: Tucson Airport Authority

Description: This integrated system combines GCR's ABM (AirportIQ Airport Business Manager) software with Oracle Financials software. ABM is used for agreement management, contact list management, activity statistics, space management, utility usage, tenant billing and accounts receivable tracking. With several custom integration points to Oracle Financials, the IAMS application functions as a single system.

Project Role: Mr. Ceasar was project director and consultant to the Tucson Airport Authority on using ABM to manage the airport's capital projects.





Tom S chuessler, AAE MANAGER, AVIATION SOLUTIONS

Mr. Schuessler has over twenty years of experience in airport management, planning, and development. He is project manager for a number of AirportIQ™ Aviation solutions throughout the U.S. and possesses a rare

combination of business experience, government expertise, and system-implementation proficiency. His expertise in airport management and technology implementation provides GCR clients with access to the forefront of technology and project efficiency.

Mr. Schuessler also has experience managing commercial airports and serving in operational/property management positions for various cities and counties, including Kansas City International Airport, Alliance Airport (Ft. Worth, TX) and Midland International Airport.

EDUCATION AND TRAINING

M.B.A., 1997
Webster University
Kansas City, MO
B.S., Aviation Management, 1987
University of Central Missouri
Warrensburg, MO

MEMBERSHIP

American Association of Airport Executives

Relevant Project Experience

AirportIQ Airport Business Manager (ABM)

Client: Currently implemented at twenty US commercial airports

Description: ABM is the next-generation successor to GCR's successful Airport Information Management System (AIMS), providing commercial airports operators with the advantages of web accessibility and .NET Framework technology in the management of all aspects of airport business operations. Modular in design for flexibility in meeting each airport's specific needs, ABM provides features to address:

- Agreement Management
- Activity Statistics
- Intelligent "To-Do" Alerts
- Rates and Charges
- Contact Management
- Utility Management
- Billing
- Space Management
- Revenue Management
- Accounts Receivable
- GIS-based Mapping
- Security





Project Role: Mr. Schuessler has been the project manager for the implementation of ABM at airports throughout the country including the Washington D.C area; San Diego, California; Tulsa, Oklahoma; Jackson, Mississippi; Austin, Texas; Albuquerque, New Mexico; and Providence, Rhode Island

Property/Agreement/Revenue Management System (PARMS)

Client: Manchester (NH) International Airport

Description: Mr. Schuessler was project manager for the implementation of PARMS to track and manage revenue information related to properties and agreements. This application is used to generate all tenant billing and to manage the cash income for all activities.

Airport Security & Operations Compliance System (ASOCS)

Client: Jackson International Airport

Description: ASOCS is an enterprise wide data communication system that compiles and distributes operational information from departments throughout an airport. It stores and maintains critical airport operations data for easy access and reference and serves as the central record and legal document of activities that require monitoring by the airport's operational units. ASOCS documents all airport inspections and calls for service, and manages the Part 139 compliance process. It is implemented and in use at over 20 airports nationwide.

Project Role: Mr. Schuessler is project manager.

Integrated GIS Mapping/Computerized Airport Log System (CALS)

Client: The Port Authority of New York and New Jersey

Description: CALS is used to document all airport inspections, manage the Part 139 compliance process, document calls for service, issue NOTAMS, and store operational and activity data for the facilities. It is used on a 24-hour-a-day basis, and serves as the official and legal log of activities occurring at the airport.

Project Role: Mr. Schuessler was project manager.





Michael Villaronga DEVELOPER

Mr. Villaronga has been a software developer since 1994. His experiences include web architecture design using .NET and SQL server platforms. He is an experienced senior developer of auto code utility, maintenance pages, database concurrency models and web based training software for a variety of clients.

Mr. Villaronga joined the GCR staff in 2005. He is currently supporting GCR clients utilizing the firm's specialized aviation software programs and custom designs for web services. Mr. Villaronga is an experienced writer of operational statistics and the customization of tracking, capture and reporting of associated data.

Key to Mr. Villaronga's design philosophy is preventing unnecessary redeployment of resources each time a new stored procedure is added to the software or maintenance of the applications.

Relevant Project Experience

AirportIQ Airport Business Manager (ABM)

Client: Currently implemented at multiple US commercial airports

Description: Like the other components of AirportIQ suite of aviation software applications, ABM is the next-generation successor to GCR's successful Airport Information Management System (AIMS), providing commercial airports operators with the advantages of web accessibility and .NET Framework technology in the management of all aspects of airport business operations. Modular in design for flexibility in meeting each airport's specific needs, ABM provides features to address several critical airport management functions including:

EDUCATION AND TRAINING Microsoft Certified Developer

DEVELOPMENT/SOFTWARE LANGUAGES

C#, .NET platforms, C++, Java, Visual Basic, ASP, JSP, ColdFusion, JavaScript, VBScript, SQL/PSQL, HTML, XML, COM/COM+, IIS, Apache, MS SQL Server, Visual Interdev, Code Warrior, TogetherJ, KDevelop, Microsoft Platforms, Gentoo Linux

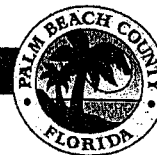




- Agreement Management
- Activity Statistics
- Intelligent "To-Do" Alerts
- Rates and Charges
- Contact Management
- Utility Management
- Billing
- Space Management
- Revenue Management
- Accounts Receivable
- GIS-based Mapping
- Security

Project Role: Mr. Villaronga is the lead technical developer on this application. He has been actively involved in the development and implementation of ABM at numerous airports.





Nick Aizen

DEVELOPER

Mr. Aizen has been part of the GCR development staff since 2001. He is an experienced technical support manager having spent several years as a software developer in the accounting and entertainment industry. At GCR, he has been involved in software/database development on various applications including the AirportIQ suite of systems used to manage the core activities associated with an airport or an airline's operation at an airport. He also provides online user help and performs various other software development functions for client applications.

EDUCATION AND TRAINING

A.S., CAD, 1998
South East College of Technology
New Orleans, LA

CERTIFICATIONS

Microsoft Certified Professional - SQL Server 2000

SOFTWARE

Visual Basic.NET, GIS
Microsoft Access, VS.Net, Oracle 9i/ 10g, Active Reports, SQL Server 2000/ 2005

DATABASE DEVELOPMENT

ENVIRONMENT/LANGUAGES

SQL Server, Visual Basic for Application,
Oracle, Access, JavaScript, ActiveX Data Object,
PL/SQL

Relevant Project Experience

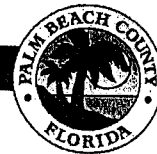
Project: AirportIQ Airport Business Manager (ABM)

Client: Currently implemented at ten US commercial airports

Description: Like the other components of AirportIQ suite of aviation software applications, ABM is the next-generation successor to GCR's successful Airport Information Management System (AIMS), providing commercial airports operators with the advantages of web accessibility and .NET Framework technology in the management of all aspects of airport business operations. Modular in design for flexibility in meeting each airport's specific needs, ABM provides features to address:

- Agreement Management
- Activity Statistics
- Intelligent "To-Do" Alerts
- Rates and Charges
- Contact Management
- Utility Management
- Billing
- Space Management
- Revenue Management
- Accounts Receivable
- GIS-based Mapping
- Security





Project Role: Mr. Aizen developed several modules including: Rates and Charges, Space Management, Utilities and Financial Reporting. He is in charge of upgrading clients to the latest version of the application and databases. Mr. Aizen has been actively involved in the implementation of ABM at numerous airports.

AirportIQ Airport System Manager (ASM)

Client: Currently implemented in seven state aviation systems

Description: The next generation successor to GCR's successful State Airport Information Management System (AIMS), ASM provides state or regional airport authorities with the advantages of web accessibility and .NET Framework technology in the management of multiple airports in their jurisdiction. Basic ASM modules provide for the management and reporting of information on general facility data, inspections and 5010 compliance, project management, aircraft activity and registration, document library data, aeronautical studies, GIS-based land parcel data.

Project Role: Mr. Aizen developed several of the modules is responsible for upgrading clients to the latest version of the application and databases.





1.10 References

As per the requirements of the RFP, listed below are five (5) references from GCR clients who have purchased and have in service our proposed Property and Revenue Management system – AirportIQ Airport Business Manager (ABM).

Little Rock National Airport

ABM version 4.1

Elwin Jones, Manager-Purchasing and ERP
Project Manager

1 Airport Road

Little Rock, AR 72202

ejones@fly-lit.com

(501) 537-1709

Manchester Boston Regional Airport

ABM version 4.1

David Bush, Assistant Airport Director
Property & Contract Management

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Manchester, NH 03103

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Kansas City International Airport

ABM version 4.1

David Long, Deputy Director of Aviation
Kansas City Aviation Department

601 Brasilia Ave

Kansas City, MO 64153

david_long@kcmo.org

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Fresno Yosemite International Airport

ABM version 4.1

Michael Lima, Airports Finance Manager
City of Fresno, Department of Aviation

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Fresno, California 93727

michael.lima@fresno.gov

(559) 621-4541





Reno-Tahoe International Airport

ABM version 3.4

Rick Gorman, Chief Financial Officer

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Reno, NV 89502

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1. Firm Qualifications / Personnel Qualifications / References 1-4/8



2. Description of Software Features/Function/Implementation

2.1 Description of Software, Estimated Timeline & Training

GCR proposes implementing the AirportIQ Business Manager (ABM) software to meet the DOA's requirements for Airport Properties and Revenue Management software. ABM provides agreement management, billing, statistics management and accounts receivable management for over 20 airports, domestic and international. ABM provides the stability of a proven solution for airport back office operations, and offers continued innovation in meeting the changing needs of the airport industry.

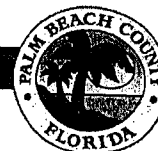
The AirportIQ™ application modules that are included in this proposal are:

- Agreement Management
- Contact Management
- Activity Statistics
- Tenant Billing
- Revenue Management
- Accounts Receivable
- Airport IQ Data Center

This set of application modules will provide a completely integrated and automated approach to managing airport space, tenant and other agreements, revenue, billings, activity statistics, collections, and utility services, and capital projects. The functions of these modules are as follows:

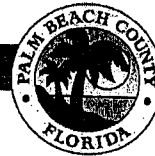
- Agreement/Contact Management: This sub-module is used to manage all terms and provisions of agreements at the airport, whether revenue producing or non-revenue producing. This module also includes an integrated contact management module, which is used to manage companies and contacts throughout the enterprise.





- Alerting: A sub-module of Agreement Management, Alerting provides intelligent alert expiration and to-do list functions. The key features of Alerting include:
 - Alerts established by type of date event and by user group. This allows different categories and frequency of alerts based on the needs and requirements of each individual user.
 - A "to-do" list, with direct links to expiring events, to aid the staff in managing their myriad of daily tasks.
 - Ability to e-mail alerts to staff members.
- Activity Statistics: All airport operating statistics, such as aircraft landings, passenger movements, cargo movements, fuel flowage, per use activities, and concessions sales are managed through this sub-module. All of these activities are directly linked to the airport's customer agreements, which allows for efficient analysis and reporting of all activities by customer.
- Tenant Billing: This sub-module is used to create all revenue invoices. Using the rates and billing rules established in each of the provisions in the agreement management sub-module, this integrated module produces all necessary invoices based on billing parameters established by the airport. Data from the Activity Statistics module and Utility module are directly fed into billing for all activity based billings.
- Accounts Receivable: This sub-module is integrated with the Agreements, Activity Statistics, and Tenant Billing sub-module to provide an interface for the application of cash received from tenants. All other A/R functions, such as financial reporting, aged receivables, dunning, trial balance reports, etc. are provided in this sub-module.





Timeline

GCR proposes an eight month period for complete implementation of the system. We anticipate that the project would begin in February, 2013. See Exhibit 2.1 on page 2-4 for a preliminary project plan with tasks required and an overall timeline.

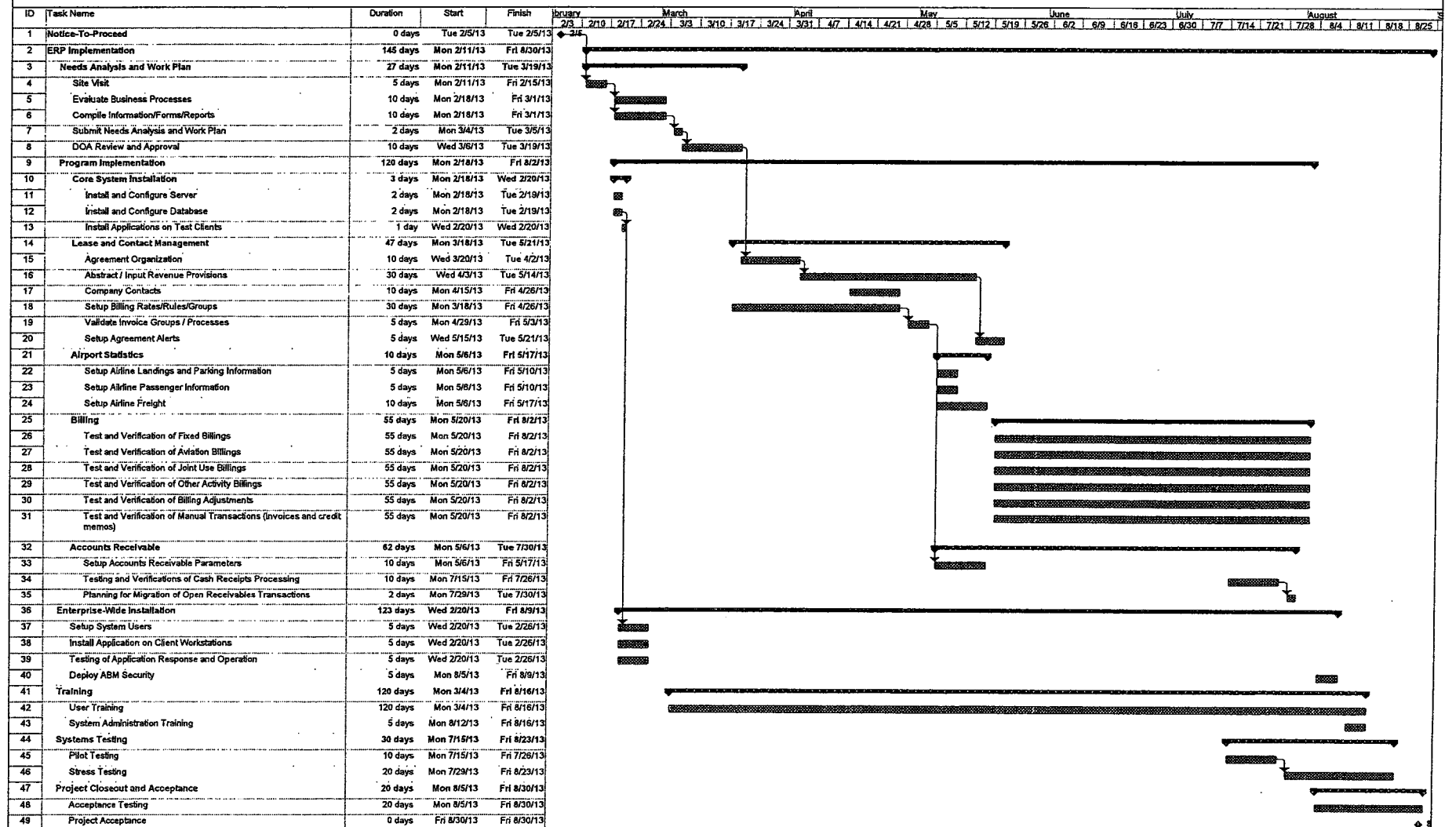
Training

The GCR team has significant experience in training users and in front-line support of our systems. We recognize that training and documentation for both the system administrators and users are paramount to the successful implementation and use of the application. To ensure that system administrators and users are trained appropriately, GCR will create and submit a training program to the Department of Airports for review and approval. The training program will be developed based on findings during the Blueprint Phase of the project. With the approval of the format for administrator and user training, GCR will begin preparing the requisite documentation.

User training will be directed by the GCR staff through a multi-stage process conducted throughout the implementation life cycle. This training will consist of both one-on-one interaction and formal classroom settings, and will be tailored to specific deliverable milestones. The training sessions will focus primarily on the content and use of the deliverable, which will make user retention more effective. Segregation of user training into distinct modular components will make it easier to understand the individual components, and to comprehend how each component fits into the whole system. After completion of all training modules, each user will possess the knowledge to adequately operate and troubleshoot the application.



Exhibit 2.1
Palm Beach County Department of Airports
Airport Properties and Revenue Management Software
Proposed Project Implementation Plan





System and User Documentation

System Documentation will address the structural and operational requirements of the database, its operating environment, and the application. It will be directed to system administrators and describe how security is established for new users and how permissions are granted for varying levels of access. It will also address the multiple utility tables used to generate "list of values," external interfaces, and other table-driven data alternatives.

User Documentation will be prepared in hard-copy, as online help, and in a PDF format. The user guide will be one of the primary documents used in training sessions. By focusing on the user manual during the training sessions, users will become familiar with both the application and the support documentation. As a result, they are more likely to use it for reference purposes after the training session.

User guides will provide documentation for operating the system. DOA staff will be responsible for developing specific authority policies and procedures documentation.

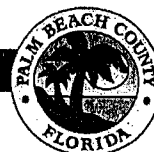
Training Database

The GCR team will create a copy of the application and databases to support system and user training initiatives. This training database will allow system users to experiment freely without fear of corrupting important data records.

Training for specific DOA personnel on maintenance, system backup and recovery plans will be performed during the installation and completion stage. Ongoing maintenance training during the implementation is included on a one-on-one basis.

Effective hands-on training is the quickest, most economical way to jump-start users on the basics of a software package. All training will be conducted on-site. The training will





include, but will not be limited to: entering data, performing key processes, verifying data, and printing reports. The final segments of the training program will provide instruction on total use of the system, with an emphasis on system reporting and data extraction.

2.2 Customization

Any changes to the ABM modules will be managed through a version control process and software configuration. Updates to the ABM software will be tested by GCR quality control staff members, and then deployed in a test database on the DOA's system. After review and approval by DOA staff members, any customization or updates to the software will be deployed in the production version of the application.

2.3 Back-Up Plans and Data Recovery

GCR will work with Department of Airports' staff in developing back-up and data recovery plans for the property and revenue management system. Airports that deployed ABM on a SQL Server have used the back-up and restore tasks, along with task scheduling, as the basis for the back-up and recovery plan for the database. We will work with DOA staff to assure that the back-up plan and schedule will adequately protect the system's data. The restore process and plan will be tested with DOA staff, and a plan for periodic testing of this process documented and adopted.

2.4 Security

The ABM software includes a security module for setting up users and managing user access to the various functionality of the application. For login security, ABM can use LDAP verification to enable single user sign-on. GCR will work with DOA staff in establishing the user security setup and train the staff in maintaining user security. ABM security has the capability of assigning read, read-write or no access to the various functions and data of the





application. Users can also be assigned to groups, and the security permissions set up at the group level.

The security functionality within ABM will be used to set the data access privileges required for airport staff and ensure data in the system is safeguarded from access by unauthorized users.

Within ABM, safeguards are in place to prevent users from inadvertently deleting specific data in the system that interdependency with other data. For example, reference codes within the system that are utilized in agreements, agreement provisions, company data, etc. cannot be deleted. ABM does not allow deletion of agreements. Also, ABM does not allow users to delete posted transaction.

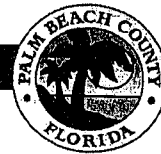
2.5 Installation and Updates

The proposed ABM software will be installed in the DOA network environment on servers using the VM Ware virtual platform. ABM can be installed using Microsoft Server Operating System 2008 (32 bit or 64 bit), and Microsoft SQL 2008 or Microsoft 2008 R2. ABM will be configured to integrate with Microsoft Active Directory to allow single sign on capability for end users. Email functionality will use the DOA's SMTP server and Microsoft Outlook e-mail.

ABM will require setting an IIS web site that serves to communication data from the application to the database. The ABM application and database may be installed on the same server, or the application and database may be installed on separate application and database servers.

GCR releases regularly scheduled updates to ABM generally every six months. Special patch releases may occur between regularly scheduled updates to correct any material issues with





the functionality of the system. In installing ABM updates, GCR generally requests that the Airport send to GCR a copy of the ABM database so that we can test the scripts that are run on the database for the upgrade. GCR will then make available the new release of the software and assist DOA staff in installing the software in a test environment on the DOA network, and also assist in running any scripts on the database to complete the update. DOA end users will then be given a testing script to facilitate testing of the new version of ABM. Upon approval of the test results by DOA end users, GCR staff will assist DOA IT staff in moving the new version of ABM into the production environment.

2.6 Scope of Work

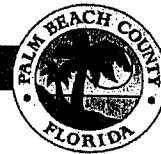
GCR will employ an implementation strategy for the Department of Airports (DOA) that has a proven success record for similarly sized airports. GCR will provide a comprehensive set of services necessary to support the implementation of the Airport Properties and Revenue Management Software (APRMS).

GCR planning and project management is based on the principles of project management as developed by the Project Management Institute. Patrick Brady, the project manager who will be assigned to the DOA implementation, is a PMI certified Project Management Professional. The following items detail the methodology GCR will employ to implement ABM for the Department of Airports.

Implementation Phases

Blueprint Phase - The GCR team will meet with DOA staff members to review existing processes and procedures and determine the most effective approach for detailed implementation. In this analysis, GCR will conduct a comprehensive assessment of existing data to determine the approach for developing the data to be entered into ABM. GCR will





also assess the procedures which may need to be either replaced or enhanced to support the new system and the staff resources.

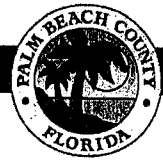
During the interviews with system users, an analysis of "program features and events" will be provided to establish the functional requirements and expectations for the new system. Business processes and information flow will be approached from both an "as is" and a "to be" perspective. Documentation of the business processes and information flow will be reviewed with the DOA staff and sign-off approval required on the "to-be" business process design. The "to-be" process design will serve as the blueprint for building a prototype APRMS for pilot testing.

An application matrix will be established for document data entry, reporting, and functional requirements. For each module, the requisite data elements, data entry requirements, screen layouts and formats, and reporting options will be catalogued. Additionally, user and system documentation will be inventoried and all training material will be assembled and included in an "application binder".

All necessary core software components will also be installed during this phase of the project. At the conclusion of this Blueprint Phase, GCR will prepare a detailed project implementation work plan. This plan will present in detail the tasks required for successful implementation of the system, assignments for the tasks, and a timeline for completing the tasks. Major milestones and decision points will be documented in the work plan.

Configuration and Validation Phase - This phase of the project will be divided into four distinct stages to provide a logical progression of implementation, as follows:





Stage 1 - GCR will configure the core modules of the AirportIQ Airport Business Manager (ABM) which will enable the DOA staff to initiate operation of the new program. The GCR team will work with the staff to establish system users and user access privileges.

Stage 2 - GCR staff will work with and train users in configuring and entering master and reference data in the various ABM software modules. The system will be configured to meet the functional needs of the airport operations.

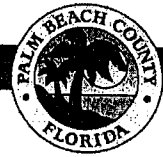
GCR will provide personal one-on-one training with primary staff members responsible for assisting in implementing the new system. This initial training will focus primarily on the implementation and input procedures necessary for system implementation. The consultant team will work with airport staff members to enter information into the system, and to provide guidance and quality control of the input process.

Stage 3 - GCR will work with the DOA staff to configure and input all other information for pilot testing of the APRMS. Any adjustments needed to the system configuration will be determined during the pilot testing of the system. The pilot testing will provide the basis for full testing and deployment of the system.

Stage 4 - Final Testing Phase and Move to Production - The GCR and DOA staffs will launch the APRMS in an operational environment. As each primary module is implemented, a *Functional Test* will be accomplished to ensure the system complies with the functionality and execution as described in the performance criteria.

The consultant team and DOA staff will accomplish *Real-Time Testing*, which will be used to evaluate the applications in a real time environment with all data entered. This test will last





30 days. The last test will be *Recovery Testing*, which will demonstrate recovery of database and program files in the event of catastrophic loss of data.

Project Implementation Schedule

GCR proposes an eight month period for complete implementation of the system. We anticipate that the project would begin in February, 2013. Exhibit 2.1 contains a preliminary project plan and timeline for the system implementation project.

Training Plan

The GCR team has significant experience in training users and in front-line support of our systems. We recognize that training and documentation for both the system administrators and users are paramount to the successful implementation and use of the application. To ensure that system administrators and users are trained appropriately, GCR will create and submit a training program to DOA for review and approval. After approval of the format for administrator and user training, GCR will begin preparing the requisite documentation.

User training will be directed by the GCR staff through a multi-stage process conducted throughout the implementation life cycle. This training will consist of both one-on-one interaction and formal classroom settings, and will be tailored to specific deliverable milestones. The training sessions will focus primarily on the content and use of the deliverable, which will make user retention more effective. Segregation of user training into distinct modular components will facilitate a clear understanding of the individual component, as well as full comprehension of how each component fits into the whole system. After completion of all training modules, each power user will possess the knowledge to adequately operate and troubleshoot the application.





User Documentation

System documentation will address the structural and operational requirements of the database, its operating environment, and the application. It will be directed to system administrators and describe how security is established for new users and how permissions are granted for varying levels of access. It will also address the multiple utility tables used to generate "list of values," external interfaces, and other table-driven data alternatives.

User documentation will be prepared in hard-copy, as online help, and in a PDF format. The user guide will be one of the primary documents used in training sessions. By focusing on the user manual during the training sessions, users become increasingly familiar with both the application and the documentation available to support it. As a result, they are more likely to use it for reference purposes after the training session. User guides will provide documentation for operating the software applications in the APRMS.

Training Database

The GCR team will create a copy of the applications and databases to support system and user training initiatives. This training database allows system users to experiment freely without fear of corrupting important data records.

Training for specific DOA personnel on maintenance and system backup and recovery plans will be performed during the installation and completion stage. Ongoing maintenance training during the implementation is included on a one-on-one basis.

Effective hands-on training is the quickest, most economical way to jump-start users on the basics of a software package. All training will be conducted on-site. The training will include, but will not be limited to: entering data, performing key processes, verifying data,





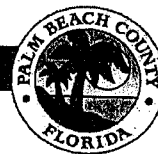
and printing reports. The final segments of the training program will provide instruction on total use of the system, with an emphasis on system reporting and data extraction.

Project Planning Service Category

The following table summarizes the steps in GCR's project implementation plan. It defines the steps, respective responsibilities, major milestones and go/no go decision points in the implementation.

Task	Proposer Responsibility	Authority Responsibility	Deliverable
Install ABM Application and Database on DOA Network Servers, Both Production and Test Environment	Perform installation of ABM software and the ABM database	Provide access to DOA network and applicable server, operating system and SQLServer Database Management	ABM installed and accessible by users on the DOA network.
Conduct Gap Analysis to Review ABM Functions in Meeting DOA requirements	Lead meetings to review ABM functionality against DOA requirements?	Participate in meetings to review ABM functionality against DOA requirements?	Fit/Gap analysis report to define how the ABM software will meet DOA requirements and any functionality changes that may be required.
ABM Implementation Blueprinting	Conduct sessions to determine reference data values that will be used in ABM. Provide samples of reference data values employed by other ABM installations as a guide in determining reference data values.	Participate in sessions for developing reference data values. Make final decisions on reference data values to be used by DOA.	Blueprint document with reference data value codes and descriptions to be used for entry into DOA.
Reference Data Entry	Provide training for entering reference code data in ABM.	Enter reference code data in ABM.	ABM generated reports for reference code data entered in ABM.
Agreement Data Gathering and Entry of Data in ABM	Conduct sessions to determine the scope of agreement data to be entered in ABM. Conduct training sessions for agreement data entry in ABM.	Participate in meeting to determine scope of agreement data to be entered in ABM and make a final decision on the scope of data to be entered. Enter agreement data for all agreements in ABM.	Documentation for the decision on the agreement data scope. Completion of entry of agreement data in ABM.
Determine Setup Structure for Aviation Data	Conduct sessions to determine the structure of data to be captured for landings, aircraft parking, passenger and freight data.	Participate in sessions to determine the structure of data to be captured for landings, aircraft parking, passenger, and freight data. Make final decisions on aviation data structure	Documentation for data structure for landings, aircraft parking, passengers and freight.

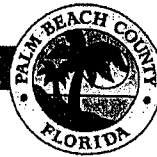




Task	Proposer Responsibility	Authority Responsibility	Deliverable
Enter Aviation Structure Data	Provide training on entry of aircraft data, aircraft parking parameters, passenger data structure, and freight data structure.	Complete entry of aircraft data, aircraft parking parameters, passenger data structure, and freight data structure.	Report listings of completed data entry.
Completion of Data Entry - Major Milestone	Review with staff the tasks that have been completed in entering ABM data.	Participate in review of tasks completed in entering ABM data.	Go/No Go decision for initiating billing testing in ABM.
Billing Processes Training and Testing - Major Milestone	Conduct training sessions for billing processes and functions in ABM. Work with DOA staff in testing all ABM billing functions.	Participate in ABM billing training and testing sessions. Approval of results of testing results.	Billing testing scripts for use by DOA staff. Documentation of billing testing results.
Accounts Receivable Management Training - Major Milestone	Conduct training session for all accounts receivable functions and processes. Work with DOA staff in testing all accounts receivable functions.	Participate in ABM accounts receivable training and testing sessions. Approval of testing results.	Accounts receivable testing scripts for use by DOA staff. Documentation of accounts receivable testing results. Go/No Go decision to proceed to final testing.
Develop and Execute Security Plan for ABM	Conduct sessions for planning security requirements for user access to ABM. Train DOA staff to implement and maintain ABM security access for users.	Participate in sessions for planning security requirements for user access to ABM. Participate in training for DOA staff to implement and maintain ABM security access for users.	Documented access plan for ABM. Entry of security access parameters for users in ABM.
Planning for Data Conversions	Provide templates for converting open invoices and selected statistical data from current systems to ABM.	Provide data from the existing systems for open invoices and selected statistical data.	Approved completed templates for creating open invoice and selected statistical data in ABM.
Final Data Conversion - Major Milestone	Create open invoice and selected statistical data in ABM.	Review and approve all data created in ABM from data converted from existing systems.	ABM reports with data from the conversion effort.
Final Testing - Major Milestone	Participate in final testing for ABM prior to commissioning.	Participate in final testing for ABM prior to commissioning.	Go/No Go decision for moving ABM into production.

GCR will develop a Functional Design Report (FDR) that will document how the system will be built and what it will look like. The FDR will be the "blueprint" used to build the system. The FDR will have complete specifications describing each field and function of every feature, and include a numbered list of the features (screens, reports, web services, query functions, etc.) and a mock-up of each. GCR will also develop a Technical Design Report that will encompass a description and graphical representation for how the software has been installed on the DOA network and all facets of the infrastructure setup such as SQL Server database settings and IIS (Internet Information Services) settings.





Samples for the hardware design report and database tables would be included in the report follow.

Hardware and Software Requirements

Application Web Server	
Processor:	Pentium 2.0 GHz or higher
Operating System:	Microsoft Windows Server 2008 with .NET framework 3.5 installed as part of the operating system IIS Web Server Software activated
Memory:	4+ gigabytes RAM
Hard Drive:	75 gigabytes
Display:	1024 x 768 or higher resolution display with 256 colors. The application will be designed for optimal viewing in 1024x768 resolution.
Input Devices:	Microsoft mouse or compatible pointing device.
Connectivity:	FTP or VPN

Other:

- Microsoft Internet Explorer 8.0 (or later)
- Microsoft Data Access Components 2.8 is required for database access

Database Server	
Processor:	Pentium 2.0 GHz or higher
Operating System:	Microsoft Windows Server 2008
Memory:	4+ gigabytes RAM
Hard Drive:	300 gigabytes (recommended)
Display:	Not applicable
Input Devices:	Microsoft mouse or compatible pointing device.
Database:	Microsoft SQL Server 2008 R2
Connectivity:	FTP or VPN

Transaction Data in the Database

Transaction data is stored in tables in the ABM SQL Server database. The ABM database is relational in that transaction data may relate to reference table data. The ABM database provides for maintaining complete retention of historical data.

One important feature of ABM transactional data is that the data is stored with reference to both the activity period for the transaction and the accounting period. Storing transactional data with both of these elements gives the DOA the ability to record and report when an activity occurred, and when the transaction on an activity was posted to the general ledger.





For example, if monthly landings occur in January, but are not billed and posted until the February accounting period, ABM transactional data will store both January as the period when the activity occurred, and February as the accounting period for the billing transaction.

Data Tables to be Loaded

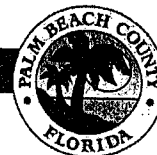
Data tables that will be loaded during ABM implementation include tables with reference data, and specific agreement, company/contact and space management data. Examples of reference tables are:

- trefagTypes
- trefagStatusTypes
- trefagDateTypes
- trefagInsuranceTypes
- trefagProvisionTypes
- trefagJointUseGroups
- trefarBillingGroups
- trefarDueDateTerms
- trefccCompanyTypes
- trefccContactFunctionTypes
- trefgenAlertTypes
- trefstAircraftStdLandings
- trefstPAXTypes
- trefstCargoTypes

Examples of the specific data related to agreements include:

- tblogAgreements
- tblogAgreementDates
- tblogAgreementNotes
- tblogAgreementAmendments
- tblogAlert
- tblogInsuranceCompliance
- tblogBondCompliance
- tblogProvisions
- tblogProvisionRates
- tblogBillingRules
- tblogFinanceCharge
- tblogCompany
- tblogContact





Data for ABM will be loaded by DOA staff utilizing the user interfaces in the ABM application. Some data, such as historical aviation statistics (landings, passenger, freight) may be entered using templates that will take advantage of spreadsheet data that the staff may have available for these statistics.

Database Environments

GCR will work with the DOA IT staff to install the ABM application and related database in both Production and Test environments on the airport servers. The Test environment will be utilized for testing application changes during the implementation period. After go-live, the Test environment will be used by DOA staff to test new releases of the ABM software before the new version is moved into the Production environment. The Test environment will also be used for additional training for DOA staff. Procedures and schedules will be developed with DOA staff for periodic refreshing of the test database with production data.

Reliability Expectations and Controls

ABM has a proven record with our airport clients of reliability of both the software and its deployment in the hardware and software environment planned for DOA. GCR has in place an extensive Quality Assurance program to mitigate the possibility of issues arising when new versions of the ABM software are released to users. Our use of the latest technologies for version control of the software helps assure continued reliability of ABM.

Parameter Settings, Tables, and Coding to Adapt Software to Production Ready State

A number of reference tables will be populated with data entered by users. Additional items that will be needed include entries to the ABM configuration table to define items





such as the email server and any parameters that will be used in sending emails directly from the application; and specifications for using Active Directory for user authentication.

Planned Performance Levels

The hardware, operating systems and database management software in place for this implementation have provided a high performance level and rapid response times for system users in other airport installations. GCR will provide technical installation assistance during software installation, implementation and after the system goes into production to help assure that the application meets or exceeds expected performance levels.

Infrastructure Design

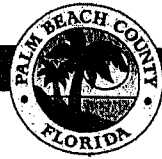
Many of the items relating to infrastructure design are included in the Technical Design Service Category section above. Other information relevant to the infrastructure design is that the ABM software is a .NET solution that is deployed on user work stations using one-click deployment. After initial installation on the user work stations, the startup process for ABM checks for any newer versions of the software available for that user. If a new version is available, that version will update the work station with approval of the user. Using this deployment methodology eliminates the need for support staff to spend their time installing new versions of the software on user work stations.

2.7 Functionality Requirements

AirportIQ Business Manager includes the following required functions and capabilities requested in the RFP:

- ABM allows importing and exporting data in the following formats: XML, Microsoft SQL, Microsoft Access 2010 and Microsoft Excel 2010, and later, and in CSV (comma-separated value) to other applications such as Microsoft.





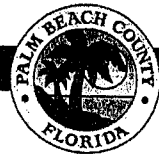
- ABM utilizes standard MS Office or other 3rd party tools for Graphs and Charts. GCR creates reporting templates that are fed by ABM data views. Third party reporting tools can function with the ABM database, but these tools are not required and are not being proposed as part of the solution.
- ABM has security functionality within the application to set the data access privileges required for airport staff and to ensure data in the system is safeguarded from access by unauthorized users.
- ABM includes complete flexibility to attach and view any type of file that can be viewed within the Windows environment.
- ABM has the ability to provide for workflow options and communications workflow through a series of event triggers that generate alerts to specified users that a certain action has occurred or that a user must take certain actions. This feature applies to both date related events, such as lease expiration dates, rate change dates, insurance expiration dates, etc., and non-date related events such as a change in a rate, a change in a billing address or email address, a change in insurance carrier and coverage, etc. Invoice processing is controlled through a workflow for automatically generated invoices. Also, cash receipts entry and posting is controlled through a defined workflow process.

2.8 Hardware and Operating Environment

The proposed ABM software will be installed in the DOA network environment on servers using the VM Ware virtual platform using ESX/ESXi version 4.0 or higher.

ABM will be installed using Microsoft Server Operating System 2008 (32 bit or 64 bit), and Microsoft SQL 2008 or Microsoft 2008 R2 or higher.





ABM will be configured to integrate with Microsoft Active Directory to allow single sign on capability for end users. Email functionality will use the DOA's SMTP server and Microsoft Outlook e-mail.

2.9 Additional Software Requirements

No additional third-party software will be required for the system other than the Microsoft server management, database management and Office products noted elsewhere in the proposal.

2.10 Roadmap

Current ABM Version and Operating Environment

ABM software version 4.1 or higher will be installed in the DOA network environment on servers using the VM Ware virtual platform. ABM can be installed using Microsoft Server Operating System 2008 (32 bit or 64 bit), and Microsoft SQL 2008 or Microsoft 2008 R2. The ABM installation will require IIS 7 and .NET Framework 3.5.

ABM will be configured to integrate with Microsoft Active Directory to allow single sign on capability for end users. Email functionality will use the Authority's SMTP server and Microsoft Outlook e-mail.

Remote users of the ABM application could access the system using Terminal Services connections or VPN connections to the Airport network. Use of these capabilities would provide Airport staff with 24/7 access to the ABM modules.

Data Entry and Data Conversion

Data for ABM will be loaded by DOA staff utilizing the user interfaces in the ABM application. Some data, such as historical aviation statistics (landings, passenger, freight)





will be converted from data extracted from the existing Airport Management System. GCR will provide data import templates in Excel format to assist the DOA staff in verifying that converted data for historical statistics reconcile to AMS data. Also, open accounts receivable transactions in AMS will be converted to ABM when ABM is placed into production. As with historical statistics, GCR will provide data import templates in Excel format to assist with the data reconciliation process.

ABM Enhancements Covered Through the Maintenance and Support Agreement

As part of the maintenance and support agreement, GCR will provide DOA with periodic updates to the ABM software, generally on a semi-annual basis. These updates generally include enhancements to ABM. General ABM enhancements are developed based on recommendations provided by our airport users through the users group established for ABM. Users can submit ideas for enhancements directly to GCR staff, or during our annual users' conference. Enhancements may also result from internally developed changes for increasing the functionality of ABM. GCR is dedicated to providing a product that will meet the changing functionality requirements of airport within a proven technological framework that takes advantage of upgrades in the technological framework.

Organization of Data in ABM Integrated Modules

ABM consists of various integrated modules that address the functional needs of DOA. Because the modules and data are integrated, there is no duplication of data within ABM. ABM is configured to facilitate the use of core agreement and contact data for billing and invoicing. Airport statistics (airline, concessions, etc.) are integrated so that they are linked





to the tenant agreement and feed the billing process as well. These same statistics form the basis for various system analytical reports, budgeting and forecasting.

Core company, agreement, and billing information is captured in the following areas of ABM:

- | | |
|-------------------------------------|----------------------------|
| 1. Agreement (General) | 8. Provision Rates |
| 2. Company / Contact Link Provision | 9. Minimum Guaranty Groups |
| 3. Insurance / Bond - Insurance Tab | 10. Invoice Groups |
| 4. Insurance / Bond - Bond Tab | 11. Billing Rules |
| 5. Staff Assignments | 12. Company |
| 6. Amendments | 13. Contacts |
| 7. Operations | |

Each of the areas listed above contains numerous attributes (data elements) that are associated with each record. Some of these items are required by ABM and some are optional. The implementation team will adopt data convention standards to manage data across the organization. By using these data convention standards, the terminology will become consistent across all users, thus making access to the same data easier.

Once the core company, agreement, and billing information is entered as described above, the ABM users will have immediate access to current information related to tenants and their contracts (assuming the data is maintained as current). This core data is then used to directly feed the billing system for monthly invoicing. If the billings are fixed (such as fixed rents or minimum guarantees), there is no need for additional information. If the billings are variable (such as landing fees, concession revenues, etc.) the core rate data from the agreement entry is combined with the monthly (or other period) statistical information to generate the billing. ABM tracks the revenue as well as the Accounts Receivable (A/R).





When payment is received from a tenant or other company, that payment is recorded against the A/R in ABM.

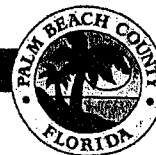
As previously mentioned, the Airport Statistics entry and reporting is integrated in ABM. Aviation and concession statistics are entered into ABM once and then used as a basis for billings, when appropriate, as well as various analytical reports. This allows for a single source of data that is used for many purposes but does not require any duplication of data.

ABM Sample Screens

From the user perspective, the ABM software presents a Graphical User Interface for performing all necessary functions. ABM functions are accessed through drop down menus from a main menu bar.

The following information on pages 2-24 through 2-26 provides examples of ABM user interface screens.





Agreement Search Screen

Agreement Search/Filter

Entity: Filter Description: Detail: Open Filtered Agreement List ☒ Roster Report ☐ Print Selected Agreement ☐ Print All Filtered Agreements

Title Contains: Save Save

35 Agreements

Agreement #	Agreement Title	Revenue	Group Type	Type Description	Status Group	Agree Status
MA-1388	Star Line Aviation Inc. - AAE Permit		Operating Permits	Airframe and Engine Maintenance	Inactive	Completed
HP-1515	Photoair Aviation (dba) Scott Fisher & Thomas C		Hanger Plot	Land Only	Active	Active
MA-1553	Gearhart Aviation Services, LLC - Air Cargo - O		Air Carrier - Other	Air Cargo Operations	Inactive	Terminated
CR-1607	Castle Aviation - Non Signatory Cargo		Air Carrier - with S	Non-Signatory Airline - Cargo	Active	Active
CR-1610	Heartland Aviation Service - Non Signatory Cargo		Air Carrier - with S	Non-Signatory Airline - Cargo	Active	Active
AC-1617	Olympe Aviation - Non Sign Passenger		Air Carrier - with S	Non-Sign Airline - Passengers	Active	Active
TP-1405	Prime Flight Aviation Services, Inc. - Terminal Bu		Terminal Building	Terminal Building	Active	Active
CR-1622	Superior Aviation - Non Signatory Cargo		Air Carrier - with S	Non-Signatory Airline - Cargo	Inactive	Terminated
MA-1628	UST Aviation Services, LLC - NWA AC Mainten		Operating Permits	Airframe and Engine Maintenance	Active	Active
AC-1644	Jet Direct Aviation - Transient Charter		Air Carrier - with S	Charter Airline	Active	Active
CR-1655	Special Aviation Systems - Non Signatory Cargo		Air Carrier - with S	Non-Signatory Airline - Cargo	Active	Active
CR-1671	Miami Valley Aviation - Non Signatory Cargo		Air Carrier - with S	Non-Signatory Airline - Cargo	Active	Active
CR-1686	Miller Aviation - Non Signatory Cargo		Air Carrier - with S	Non-Signatory Airline - Cargo	Active	Active
MA-1705	Professional Aviation Support Services		Operating Permits	Airframe and Engine Maintenance	Inactive	Terminated
SA-1738	Swift Aviation Group - Transient Charter		Air Carrier - with S	Charter Airline	Active	Active
SA-1747	Edict Aviation - Transient Charter		Air Carrier - with S	Charter Airline	Active	Active
SA-1758	ACM Aviation - Transient Charter		Air Carrier - with S	Charter Airline	Active	Active
SA-1760	Jet Aviation Business Jets - Transient Charter		Air Carrier - with S	Charter Airline	Active	Active
SA-1768	QLD Aviation - Transient Corporate		Air Carrier - with S	Corporate Operator	Active	Active
SA-1774	M & N Aviation - Transient Charter		Air Carrier - with S	Charter Airline	Active	Active
SA-1780	Midwest Aviation Division, Inc. - Transient Chert		Air Carrier - with S	Charter Airline	Active	Active
SA-1808	Tradewind Aviation - Transient Charter		Air Carrier - with S	Charter Airline	Active	Active
SA-1811	Crossroads Aviation - Transient Charter		Air Carrier - with S	Charter Airline	Active	Active
GA-1822	Federal Aviation Administration - Relocate Runw		Government	Federal	Active	Active
SA-1832	Air 1st Aviation Company of Oklahoma, Inc. - Tra		Air Carrier - with S	Charter Airline	Active	Active
SA-1833	JM Family Aviation - Transient Corporate		Air Carrier - with S	Corporate Operator	Active	Active

Agreement General Information Screen

Agreements

Agreement: Preview Abstract

Overview: ☒ Agreement Notes ☐ Document Attachments

General:

Agreement Information

Title:

Agreement #: Contract: Status:

Type:

Description:

Agreement is a Sub-Agreement ☐

Parent Agreement:

Contacts:

Contact	Function	Type	Phone
Hendelade, Corcoran	Prop	ORD	(954) 428-2000
Kolchalis, George	Pilot		

Associated Companies:

Start Date	End Date	Company
31/01/2007		JM Family Aviation

Agreement Dates:

Date	Date Type	Comments
------	-----------	----------





Agreement Provisions Screen

Agreements Agreement: 2L-1543 Freight Runners Express, Inc. Aircraft Tie-Downs Preview Abstract

Overview Rates Billing Rules Airline O Joint Use Utilities Tax / Overlay Charges 0 Notes

Provision Selection

List Filters

Revenue Filter	Status Filter	Type Filter
<input checked="" type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Active	All Types
<input checked="" type="checkbox"/> Non-Revenue	<input checked="" type="checkbox"/> Inactive	FBO Rents - Land
		FBO Rents - Ramp
		General Agreement Section

Reference: Land
Type: FBO Rents - Land
Description: Land Rent

Full Description: This rate changes every July.

Estimated Provision Value: \$0
Estimated Provision Value Text:
Start Date: 03/01/2002 Revenue Provision: ☒
End Date: (none) Currently Active: ☒

Reference	Description
Land	Land Rent
Ramp	Ramp Rent
USE	Use of Premises

Agreement Provisions Rate Screen

Agreements Agreement: 2L-1543 Freight Runners Express, Inc. Aircraft Tie-Downs Provision: Land Land Rent

Overview Rates Billing Rules Airline O Joint Use Utilities Tax / Overlay Charges 0 Notes

Rate Selector

Active	Start Date	End Date
Yes	07/01/2008	06/30/2009
No	12/01/2005	06/30/2006
No	07/01/2006	06/30/2007
No	07/01/2007	06/30/2008

Start Date: 07/01/2008
End Date: 06/30/2008
Currently Active: ☒
Email Current Rate Information:

Rate Functions

Global Rate: HNG07

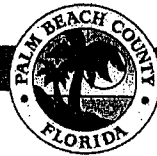
☒ Rate & Quantity ☐ Rate Adjust. Index
☐ Flat Amount ☐ Flat Adjust. Index
☐ Rate Scale

Rate & Quantity Information Show Current Global Rate

Basic Rate: 0.2334
Rate Unit Base: SQ. FT.
Rate Period: AN.
Fixed Quantity Value: 15,985.00
Quantity Reporting Unit: SQ. FT.
Quantity Update Frequency: FX.

Comments:





Agreement Provisions Billing Rule Screen

Agreements
 Agreement: OL-1543 Freight Runners Express, Inc. Aircraft Tie-Downs
 Provision: Land Land Rent

Overview
 General
 Provisions
 Agreement Billing Setup
 Insurance/Bond
 Staff Assigned
 Amendments
 Operations
 Checklist
 DBE

Billing Rule Selector

Active: ☐ Starting Period: May, 2006 Ending Period: December, 2025
 Yes: ☐ No: ☐

Periods
 Billing Period: MO - Monthly
 Starting Period: May, 2006
 Ending Period: December, 2025
 Next Period to be Billed: March, 2009

Previous Bill Date: 01/27/2008
 Period Last Billed: February, 2009

Billing & Invoicing
 Billing Group: FRENT
 Currently Active: ☒
 O/L Account Credit: 3608
 Account Description: Hangar Land Rental
 Agreement Invoice Group: Rent
 Invoice Sort Order: 0.00
 Text to Appear on Invoice (250 Characters): Corporate Hangar Land Rent (Land)
 Agreement Minimum Quarterly Group:

Comments:
 Provision Text: This rate changes every July

Agreement Insurance Requirements Screen

Agreements
 Agreement: OL-1543 Freight Runners Express, Inc. Aircraft Tie-Downs
 Preview Abstract

Overview
 General
 Provisions
 Agreement Billing Setup
 Insurance/Bond
 Staff Assigned
 Amendments
 Operations
 Checklist
 DBE

Insurance Compliance
 Bond Compliance

Insurance Compliance

Policy Type	Insurance Carrier	Rating	Policy Number	Start Date	Exp. Date
Comp General Liability	General Casualty	A-1	4568AKGAPPE	01/01/2009	12/31/2010
Workers' Compensation	See HP-880				
Automobile	See HP-880				

Policy Type: Comp General Liability
 Insurance Carrier: General Casualty
 Rating: A-1
 Policy Number: 4568AKGAPPE
 Approval Date: (none) Start Date: 01/01/2009 Expiration Date: 12/31/2010
 Currently Active: ☒
 Amount Required: 1,000,000 Amount Obtained: 1,000,000
 Comments:





2.11 Forms

Users can access the ABM application remotely through a Remote Desktop connection. As such, there are no web based forms included in the module. In a release planned for availability by the time that ABM would be in production at DOA, GCR will implement a web based module to collect data from tenants, such as airline information and vendor gross sales information, and appropriate security will be included with the web forms as they are put into production.

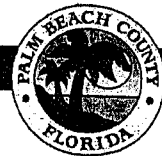
2.12 Workflow Functionality

As stated in the previous section on functionality, ABM has the ability to provide for workflow options and communications workflow through a series of event triggers that generate alerts to specified users that a certain action has occurred or that a user must take certain actions. Invoice processing is controlled through a workflow for automatically generated invoices. Also, cash receipts entry and posting is controlled through a defined workflow process.

2.13 Software Features and Function Grid

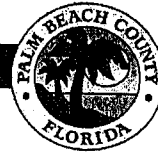
	Category	Functional Requirement	Meets As-Is	Meets with Mods	Not Met	Modification or Alternatives
1.	Properties	Ability to classify agreements by type (i.e. signatory airline, cargo, concession, ground services, FBO, etc.)	Yes			
2.	Properties	User friendly step by step process for entering new agreements	Yes			
3.	Properties	Ability to classify agreements by services provided (i.e. food & beverage, retail, rental car, etc.)	Yes			
4.	Properties	Ability to classify non-revenue agreements	Yes			
5.	Properties	Ability to record notes and comments to agreements	Yes			
6.	Properties	Ability to store multiple contacts for each agreement	Yes			
7.	Properties	Ability to handle sub-agreements and amendments as part of the original/parent agreement	Yes			





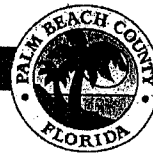
	Category	Functional Requirement	Meets As-Is	Meets with Mods	Not Met	Modification or Alternatives
8.	Properties	Ability to track and manage multiple sub-provider/subtenant information including contract compliance, contact information, etc.	Yes			
9.	Properties	Ability to attach documents (agreements, amendments LOC, etc.) to customer record	Yes			
10.	Properties	Ability to have user definable agreement status	Yes			
11.	Properties	Ability to extract data for mail merge capability	Yes			
12.	Properties /Billing	Ability for Properties staff to have "read only" access to billing area and vice-versa	Yes			
13.	Properties /Billing	Ability to maintain separate expiration dates for lease agreements and billing expiration	Yes			
14.	Billing	Ability to handle flexible billing rules for multiple agreement types (i.e. MAGs, fixed fee, landed weight, etc.)	Yes			
15.	Billing	Ability to utilize DOA chart of accounts from current general ledger system	Yes			
16.	Billing	Ability to easily assign revenue codes	Yes			
17.	Billing	Ability to separate billing categories by type (i.e. apron fees by area)	Yes			
18.	Billing	Ability to handle flexible billing rates from year to year.	Yes			
19.	Billing	System allows web based input of data from outside customer (i.e. airlines enter their landed weights through web directly into solution or through provided interface)		Yes, meets with mods		Design for web based input for data entry of various data items has been completed. This functionality will be included as an optional item for the DOA.
20.	Billing	User friendly process to create and print monthly invoices	Yes			
21.	Billing	Ability to email invoices directly from system	Yes			
22.	Billing	Ability to print a duplicate invoice	Yes			
23.	Billing	Ability to review/print a monthly customer statement (i.e. showing amount billed/outstanding)	Yes			
24.	Billing	Ability to accommodate recurring and intermittent invoices. Recurring invoices are produced from data entered into the proposed solution and are generated on specific timeline (monthly charges); intermittent are sporadic or onetime charges	Yes			
25.	Billing	Ability to adjust invoices and issue credit memos	Yes			
26.	Reporting	Auto notification for agreement notification	Yes			
27.	Reporting	Auto notification for compliance, audit, insurance expiration, security deposit, etc.	Yes			
28.	Reporting	Ability to generate reports using historical data.	Yes			
29.	Reporting	Ability to produce ad hoc reports based on multiple criteria against all database areas including agreements, revenues, sq. footage, location, tenant, etc.	Yes			
30.	Reporting	Ability to produce ad hoc reports based on space by space type or building	Yes			





	Category	Functional Requirement	Meets As-Is	Meets with Mods	Not Met	Modification or Alternatives
31.	Reporting	Ability to generate reports using historical data	Yes			
32.	Reporting	Ability to record and report on airport revenues, gross sales, airport passenger data, etc. by concessionaire, location, agreement, and category	Yes			
33.	Reporting	Ability to generate all date related reports by a user defined range (i.e. monthly, quarterly, calendar yr., fiscal yr.)	Yes			
34.	Reporting	Ability to audit users activity and produce a report indicating activity of users	Yes, see note			ABM has the capability to audit use activity for items determined to be material to data integrity in the system.
35.	Reporting	All query/search data returned shall be capable of exporting to Microsoft Office products/PDF and emailed directly from solution	Yes			
36.	General	Easy and logical navigation	Yes			
37.	General	Automated notifications or "ticklers" with alerts to track for contract, insurance/security expirations, compliance issues, etc.	Yes			
38.	General	Strong and flexible work flow capabilities	Yes, see note			ABM uses functionality for alerting users when activities have occurred within the system to provide information on work flow activity that may require action by the person being notified. The airport staff will be able to configure the system to identify which actions require notification to be sent, and the staff to whom the specific notification is to be sent.
39.	General	Help menus and error messages.	Yes			
40.	General	Pull down menus to drive standards in database information (i.e. list of selections for agreement categories, etc.) Menu options should be editable by DOA	Yes, see note			In ABM, all drop down lists are populated with selections that are developed and editable by airport staff.
41.	General	Ability to validate data entry, where possible	Yes			
42.	General	Ability to attach, and view scanned documents	Yes			
43.	General	Ability to attach or import pictures	Yes			
44.	General	Ability to track and report all aeronautical activity statistics, such as aircraft type, aircraft weight, number of enplanements and deplanements, number of landings	Yes			
45.	General	Ability to retain all historical data	Yes			
46.	General	Ability to post cash to specific invoices and non-invoice specific	Yes			
47.	General	Ability to apply partial payments to specific line items on an invoice	Yes			





3. Hardware and Operating Environment

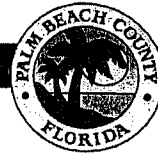
	Category	Technical Requirement	Meets As-Is	Meets with Mods	Not Met	Modification or Alternatives
1.	Data	CONTRACTOR shall work with the DOA to upload/import data from current Bowman system to proposed solution	Yes			
2.		Successful implementation shall include two environments: (1) an environment for Live Production data and operations, as well as (2) an environment for installing new versions, patching and testing	Yes			
3.	Data	CONTRACTOR shall work with the DOA to identify all files that need to be backed up and establish a comprehensive system backup procedure including performance and verification of a successful backup.	Yes			
4.	Data	Data must be able to be exported (through file or direct integration) with County general ledger system AMS Advantage	Yes			
5.	Reporting	Property and Revenue Mgmt. Solution must support both local and network printers	Yes			
6.	Reporting	Ability to print directly from Property and Revenue Mgmt. Solution and convert to a Microsoft Word doc, Excel file or PDF	Yes			
7.	Reporting	Ability to export information and reports within software to a Microsoft Word doc or Excel spreadsheet	Yes			
8.	Reporting	CONTRACTOR must work with DOA to develop reports if the provided system reports do not satisfy the DOA's requirements	Yes			
9.	Security	For web based access, the solution must utilize URL Encryption/SSL	See note			ABM uses the Microsoft .NET one click deployment in a smart client architecture. The user / client machine communicates through a web service to the database. The web service is normally installed within the airport's internal LAN / WAN environment. In this configuration, client / user machines should be on the LAN / WAN in order to run the application.
10.	Security	For web based access, the solution must use 128 bit or higher encryption	See note			See item 9 above.
11.	Attached Files	Ability to attach, upload, and store data and digital files by accessing the file on the local computer, network or attached peripheral	Yes			





	Category	Technical Requirement	Meets As-Is	Meets with Mods	Not Met	Modification or Alternatives
12.	Attached Files	Document how attached files are stored: within the database or within a linked file repository or another solution	Yes (see note)			Links to documents and other attachments are created in the appropriate window of ABM. For example, documents may be attached as general documents, agreement provision documents, and tenant company level documents. The link to the location on the airport network will allow users to access the attachment by clicking on the link and opening the attachment using the native application for viewing the document (Word, Excel, PDF Reader, etc.)
13.	Attached Files	For attached files, document the recommended storage requirements	Yes (see note)			If the attachments are to include photos and video files, we recommend 300GB of storage for the attached files.
14.	User	Ability for the DOA to identify data entry fields as "required" to ensure completeness	Yes (see note)			ABM provides for required data entry items as-is.
15.	Other Software	Property and Revenue Management software shall be compatible with Microsoft Office Suite, version 2003	Yes			
16.	Other Software	Property and Revenue Management software shall be compatible with Internet Explorer version 8	Yes			
17.	Help Desk	Ability to obtain same day software assistance during regular business hours (M-F ; 8:30am- 5:00pm)	Yes			





4. Software Maintenance and Help

In order for DOA to receive incremental enhancements, and updates to the ABM software, GCR offers a voluntary Software Maintenance Agreement. This agreement begins 12 months after the project start date, or at the date of acceptance by the DOA if the project acceptance date is greater than 12 months after the project start date. The Software Maintenance Agreement will provide DOA the following benefits:

- Incremental updates to the core software - this ensures the DOA is operating under the most current version of the program.
- Additional training and technical support to help DOA staff utilize the program in the most effective manner possible.
- Troubleshooting and resolution of system issues not related to program errors.
- Professional support in analyzing and inputting agreement related information on an on-going basis.
- Participation for an unlimited number of attendees from the airport in the annual AirportIQ Users Conference. There is no cost for attendance at the conference (other than travel, hotel and meals) for staff from airports with an active software maintenance agreement.

4.1 Help Desk Procedures

GCR's help desk is a two-tier system (Levels I & II).

Level I support is provided by the analysts who receive initial help requests. These analysts have broad knowledge of the products they support and of technology. Analysts at Level I handle the majority of all issues presented - 80% of all incidents reported are resolved at





Level I. Level I support is provided by phone, email or web request. This provides a quick way of contacting support staff and allows the problem to be addressed immediately.

Level II support is provided by product and technology area specialists who focus on one or more aspects of a GCR product in detail. Level II personnel do not normally interact directly with users, but communicate solutions through the Level I analyst who “owns” the problem.

Incident Ownership

A single individual, typically the Level I analyst who initially fields the incident call, takes “ownership” of the problem or responsibility for seeing the issue through from the initial call to successful resolution and customer

satisfaction. The advantage of ownership is that the user remains in communication with a single individual who ensures that the problem is entered into the issue tracking system, does not get neglected or lost, and is resolved to the user’s satisfaction.

Help Desk Tools

Help Desk analysts use dedicated phone lines and an issue tracking system to process and resolve incidents. The technical help support line connects directly to the workstations of the Level I support analysts during normal business hours. Calls made after regular business hours cascade to a messaging system that automatically notifies the designated on-call technician. The web-based issue tracking system logs, tracks, routes, and records the progress of an incident from initial entry to final resolution, and provides a basis for metrics on technical support performance. See Figure 4-1 for a sample report.

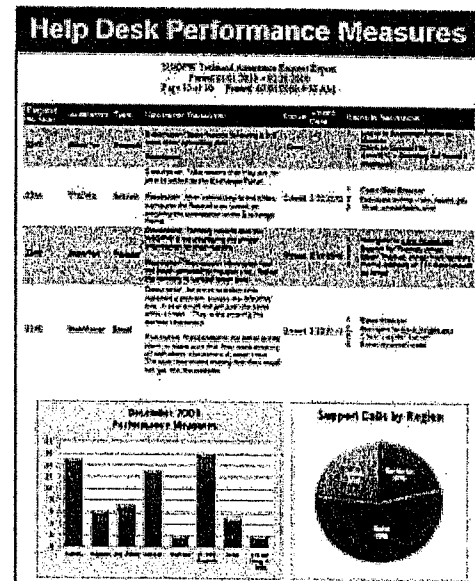
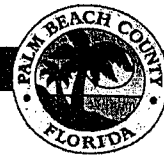


Figure 4-1: Typical Help Desk Report





5. Financial Background

GCR Inc. (formally Gregory C. Rigamer & Associates, Inc. – refer to name change on page 8-6) is organized as a Corporation, has been in existence since 1979, and is financially very strong. The firm has never defaulted on any contract since its inception, and has been profitable every month of its existence. The firm has strong banking relationships with significant lines of credit and additional lending capacity.

The financial statements for the last three complete years of the firm's operation (2011, 2010 and 2009) are included on pages 5-2 through 5-8. Following these financial statements is a letter from our Controller indicating the accuracy of the information contained herein.





**FLACKMAN
GOODMAN &
POTTER, P.A.**
CERTIFIED PUBLIC ACCOUNTANTS

106 Prospect Street
Ridgewood, NJ
07450-4433
Tel. (201) 445-0500
Fax (201) 445-8939

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors and Stockholders of
Gregory C. Rigamer & Associates, Inc.
D/B/A GCR & Associates
New Orleans, LA

We have audited the accompanying balance sheet of Gregory C. Rigamer & Associates, Inc. D/B/A GCR & Associates as of December 31, 2011 and the related statements of operations and comprehensive income, changes in stockholders' equity and cash flows for the year ended December 31, 2011. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Gregory C. Rigamer & Associates, Inc. D/B/A GCR & Associates as of December 31, 2011 and the results of its operations and its cash flows for the year ended December 31, 2011 in conformity with accounting principles generally accepted in the United States of America.

Flackman, Goodman & Potter, P.A.

April 30, 2012

GREGORY C. RIGAMER & ASSOCIATES, INC.
D/B/A GCR & ASSOCIATES

BALANCE SHEET
December 31, 2011

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$ 3,150,291
Accounts receivable, net of allowance of \$174,104	5,320,988
Work in progress	439,219
Prepaid expenses and other current assets	33,546
Deferred income tax asset	<u>271,000</u>
TOTAL CURRENT ASSETS	<u>9,215,044</u>

PROPERTY AND EQUIPMENT, net	<u>461,175</u>
-----------------------------	----------------

OTHER ASSETS

Other assets	<u>9,211</u>
--------------	--------------

TOTAL ASSETS	<u>\$ 9,685,430</u>
--------------	---------------------

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES

Accounts payable	\$ 1,116,574
Current portion of long-term debt	2,120,857
Accrued expenses	1,275,710
Accrued income taxes	1,378,876
Due to stockholder	1,380,533
Deferred revenue	<u>1,310,622</u>
TOTAL CURRENT LIABILITIES	<u>8,583,172</u>

LONG-TERM LIABILITIES

Long-term debt, net of current portion	67,757
Accrued income taxes, net of current portion	724,124
Deferred income tax liability	<u>125,000</u>
TOTAL LONG TERM LIABILITIES	<u>916,881</u>

TOTAL LIABILITIES	<u>9,500,053</u>
-------------------	------------------

INTEREST RATE SWAP OBLIGATION	<u>-</u>
-------------------------------	----------

STOCKHOLDERS' EQUITY

Class A common stock, no par value, 12,000,000 shares authorized, 10,000,000 shares issued and outstanding	100,978
Class B common stock, no par value, 3,000,000 shares authorized, 0 shares issued and outstanding	-
Additional paid in capital	-
Accumulated other comprehensive loss	-
Retained earnings	<u>84,399</u>
TOTAL STOCKHOLDERS' EQUITY	<u>185,377</u>

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>\$ 9,685,430</u>
--	---------------------

The accompanying notes are an integral part of the financial statements.

CONFIDENTIAL

GREGORY C. RIGAMER & ASSOCIATES, INC.
D/B/A GCR & ASSOCIATES

STATEMENT OF OPERATIONS AND COMPREHENSIVE INCOME
For the Year Ended December 31, 2011

REVENUES	\$ 21,849,634
COST OF REVENUES	<u>10,454,501</u>
GROSS PROFIT	11,395,133
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES	<u>8,010,718</u>
OPERATING INCOME	<u>3,384,415</u>
OTHER EXPENSES	
Interest expense	<u>266,119</u>
INCOME BEFORE PROVISION FOR INCOME TAXES	3,118,296
PROVISION FOR INCOME TAXES	<u>1,172,825</u>
NET INCOME	1,945,471
OTHER COMPREHENSIVE INCOME	
Unrealized gain on interest rate swap, net of tax	<u>98,247</u>
COMPREHENSIVE INCOME	<u>\$ 2,043,718</u>

The accompanying notes are an integral part of the financial statements.

CONFIDENTIAL

GCR & Associates, Inc.
Accrual Income Statement
DECEMBER 31, 2010

Revenue		
Aviation Services	\$5,541,510.43	26.49%
Professional Services	\$11,916,516.34	56.96%
Technology Services	\$3,440,191.51	16.45%
Interest	\$376.35	0.00%
Other	\$20,663.57	0.10%
Total Revenues	\$20,919,258.20	100.00%
Direct Expenses		
Salaries	\$6,381,934.86	30.51%
Accrued Development Expenses	\$85,985.60	0.41%
Subcontractors & Professional Svcs	\$2,169,840.73	10.37%
Equipment	\$29,190.51	0.14%
Travel	\$175,472.08	0.84%
Other Direct Charges	\$155,866.01	0.75%
Total Direct Expenses	\$8,998,289.79	43.01%
Gross Profit/Margin	\$11,920,968.41	56.99%
Indirect Expenses		
Salaries	\$2,362,718.64	11.29%
Employee Benefits	\$1,131,904.27	5.41%
401K Quarterly Match	\$389,241.55	1.86%
Rent	\$582,250.86	2.78%
Telephone & Internet Access	\$106,441.36	0.51%
Postage & Delivery Charges	\$5,205.75	0.02%
Printing & Reproduction Services	\$11,459.89	0.05%
Computer Supplies/Support/Maintenance	\$177,503.43	0.85%
Travel	\$80,855.48	0.39%
Meals & Entertainment	\$50,035.82	0.24%
Contributions	\$20,275.00	0.10%
Professional Services	\$29,921.78	0.14%
Accounting & HR Services	\$43,158.51	0.21%
Legal Services	\$10,784.06	0.05%
Recruiting Services	\$1,918.00	0.01%
Advertising	\$9,031.80	0.04%
Insurance	\$169,414.00	0.81%
Business Taxes	\$51,597.14	0.25%
Income Taxes	\$132,475.00	0.63%
Depreciation	\$146,208.00	0.70%
Interest Expense	\$200,175.78	0.96%
Bad Debt	\$133,489.78	0.64%
Other Indirect Charges	\$114,095.36	0.55%
Allocated General & Admin Expenses	\$0.00	0.00%
Total Indirect Charges	\$5,960,161.26	28.49%
Total Expenses	\$14,958,451.05	71.51%
Net Income(Loss)	\$5,960,807.15	28.49%
Net Income(Loss) - Less		
Subcontractors	\$5,960,807.15	28.49%

CONFIDENTIAL

5-5

GCR & Associates, Inc.
Accrual Balance Sheet
DECEMBER 31, 2010

Assets

Cash	4,786,952.41
Accounts Receivable	5,690,321.33
Cost In Excess of Billings	76,535.24
Advances	43,562.51
Deposits	9,210.63
Fixed Assets	2,488,148.55
Accumulated Depreciation	(1,970,499.58)

Total Assets	<u>\$11,124,231.09</u>
---------------------	-------------------------------

Liabilities

Accounts Payable	255,277.76
FAA Unclaimed Reimbursements	78,100.00
Payroll Payables	(2,085.76)
Accrued Salaries Payable	357,990.10
Accrued Vacation	482,818.99
Accrued 401k	60,834.12
Accrued Development Costs	85,985.60
Deferred Revenue	1,134,923.99
Notes Payable	3,727,806.56

Total Liabilities	<u>\$6,181,651.36</u>
--------------------------	------------------------------

Equity

Common Stock	100,978.00
Treasury Stock	(151,000.00)
Dividends	(3,000,000.00)
Retained Earnings	2,031,794.58
Year To Date Income	5,960,807.15

Total Equity	<u>\$4,942,579.73</u>
---------------------	------------------------------

Total Liabilities and Equity	<u>\$11,124,231.09</u>
-------------------------------------	-------------------------------

GCR & Associates, Inc.
Accrual Income Statement
December 31, 2009

Revenue		
Aviation Services	5,278,167.71	32.23%
Professional Services	7,982,693.23	48.75%
Technology Services	3,108,817.52	18.99%
Interest	2,239.65	0.01%
Other	3,125.36	0.02%
Total Revenues	<u>\$16,375,043.47</u>	100.00%
Direct Expenses		
Salaries	5,427,553.78	33.15%
Subcontractors & Professional Svcs	2,553,770.35	15.60%
Equipment	86,221.03	0.53%
Travel	185,724.34	1.13%
Other Direct Charges	61,106.89	0.37%
Total Direct Expenses	<u>\$ 8,314,376.39</u>	50.77%
Gross Profit/Margin	<u>\$ 8,060,667.08</u>	49.23%
Indirect Expenses		
Salaries	2,298,875.26	14.04%
Employee Benefits	957,210.29	5.85%
401K Quarterly Match	422,680.16	2.58%
Rent	560,811.59	3.42%
Telephone & Internet Access	94,018.65	0.57%
Postage & Delivery Charges	4,507.46	0.03%
Printing & Reproduction Services	5,246.37	0.03%
Computer Supplies/Support/Maintenance	151,119.79	0.92%
Travel	85,498.66	0.52%
Meals & Entertainment	53,861.38	0.33%
Contributions	24,590.00	0.15%
Professional Services	44,411.97	0.27%
Accounting & HR Services	49,335.03	0.30%
Legal Services	10,415.98	0.06%
Recruiting Services	2,769.34	0.02%
Advertising	3,783.01	0.02%
Insurance	189,673.78	1.16%
Business Taxes	30,672.81	0.19%
Income Taxes	9,000.00	0.05%
Depreciation	146,208.00	0.89%
Interest Expense	250,972.36	1.53%
Bad Debt	9,985.47	0.06%
Other Indirect Charges	116,321.54	0.71%
Allocated General & Admin Expenses	0.00	0.00%
Total Indirect Charges	<u>\$ 5,521,968.90</u>	33.72%
Total Expenses	<u>\$ 13,836,345.29</u>	84.50%
Net Income(Loss)	<u>\$ 2,538,698.18</u>	15.50%
Net Income(Loss) Less Subcontractors	<u>\$ 2,538,698.18</u>	18.37%

For Management Purposes Only
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CONFIDENTIAL

GCR & Associates, Inc.
Accrual Balance Sheet
December 31, 2009

Assets	
Cash	3,476,296.49
Accounts Receivable	4,132,134.26
Advances	33,264.80
Deposits	9,210.63
Fixed Assets	2,253,407.58
Accumulated Depreciation	(1,824,291.58)
Total Assets	\$ 8,080,022.18
Liabilities	
Accounts Payable	328,772.34
FAA Unclaimed Reimbursements	78,100.00
Payroll Payables	(2,220.60)
Accrued Salaries Payable	368,675.85
Accrued Vacation	451,283.38
Accrued 401K	109,992.64
Deferred Revenue	417,773.23
Notes Payable	4,210,253.03
Total Liabilities	\$ 5,962,629.87
Equity	
Common Stock	100,978.00
Treasury Stock	(151,000.00)
Dividends	(3,000,000.00)
Retained Earnings	2,628,716.13
Year To Date Income	2,538,698.18
Total Equity	\$ 2,117,392.31
Total Liabilities and Equity	\$ 8,080,022.18

For Management Purposes Only
02/12/10 10:09 AM

CONFIDENTIAL

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GCR Inc.

2021 Lakeshore Drive, Suite 500
New Orleans, Louisiana 70122

TEL 504 304 2500 / 800 259 6192
FAX 504 304 2525
www.gcrConsulting.com

UNO Research & Technology Park
Advanced Technology Center

December 3, 2012

Palm Beach County
Board of County Commissioners
Purchasing Department
50 Military Trail, Suite 110
West Palm Beach, FL 33415

RE: Financial Statements for 2011, 2010, and 2009
GCR Inc.

To Whom It May Concern:

The attached Financials Statements are a true and accurate representation of the financial condition of GCR Inc. They have been prepared using generally accepted accounting principles. The 2011 statement is audited; the 2010 and 2009 statements are not, but are accurate.

If you have any questions about these statements or need additional information, please do not hesitate to contact me.

Sincerely,

Stacey James
Controller
(504) 304-2500
sjames@gcrconsulting.com

THUS DONE AND SIGNED

Before me, Notary Public, this 3 Day of December, 2012

Notary Public (signature)
Print Name: Jamil C. Parker
No. Notary no. 85570



6. Exceptions

GCR has reviewed the *Standard County Contract* (Attachment1) and *Exhibit B, Maintenance Services and Payment Agreement* and has no deviations or exceptions.





7. Price Proposal

Per the requirements of the RFP, GCR submits the following price proposal.

*A. GRAND TOTAL PROPOSAL PRICE

*The "Grand Total Proposal Price" and "Optional Services: Schedule of Labor Billing

Item Description By Functional Use			Total Cost
Project Management, Implementation & Training Services including Travel:			
Project Management			\$ 20,650
Property and Revenue Management Implementation			\$ 128,055
Data Conversion NOTE – included in implement cost			\$ see NOTE
A. Miscellaneous Implementation Services Defined as:			\$
B. Miscellaneous Implementation Services Defined as:			\$
Training and Support Services			\$
Site Licensing (if applicable)			\$ 87,500
Shipping (FOB Destination), Insurance, Incidentals (i.e. travel, long distance phone calls, etc.)			\$ 16,800
TOTAL SYSTEM BASE PRICE:			\$ 253,005
Description	Quantity	Unit Cost	
Follow-On Maintenance (quote on a monthly basis--should include all annual licensing or other on-going fees).	48 months	\$1833.33 month	\$ 88,000
*GRAND TOTAL PROPOSAL PRICE:			\$ 341,005

Rates (Hourly)" are for evaluation purposes only and shall be used to determine the points for evaluation.

*B. OPTIONAL SERVICES: SCHEDULE OF LABOR BILLING RATES (HOURLY): These rates shall be effective through December 31, 2014 and negotiable thereafter, and shall be inclusive of overhead and profit.

OPTIONAL SERVICES (Staff Positions)	Billing Rate per Hour
Project Manager	\$175
Implementation Specialist	\$155
Technical Lead/Developer	\$130





The Proposer certifies by signature below the following:

- a. This pricing is current, accurate complete, and is presented as the Total Pricing, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.
- b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP.
- c. This Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the Proposer at any time during the solicitation process and in any form deemed necessary by the County.

IMPORTANT:

FAILURE TO SUBMIT THESE PAGES WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): Phillip D. Brodt

TITLE: Vice President

COMPANY: GCR Inc.

ADDRESS: 2021 Lakeshore Drive, Suite 500

CITY/STATE/ZIP: New Orleans, LA 70122

TELEPHONE NO. (985) 327-0880

SIGNATURE:

A handwritten signature in dark ink, appearing to be "P. Brodt", written over a horizontal line.

Please affix corporate seal or have proposal notarized.

Notary-Full Name:

Jamie C. Pailan

(Notary Expiration & Seal)

Date:

12/04/2012

OR: (Corporation seal)





8. Business Information

GCR submits the completed Appendix C Business Information form and supporting documentation.



**APPENDIX C
BUSINESS INFORMATION
RFP NO. 12-074/SC**

Full Legal Name of Entity: GCR Inc.
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: 2021 Lakeshore Drive, Suite 500
New Orleans, LA 70122

Telephone Number: (504) 304-2500 Fax Number: (504) 304-2525
Form of Entity (check one and complete the appropriate entity statement attached hereto)

- ☒ Corporation (Complete forms page(s) 72)
☐ Limited Liability Company (Complete forms page(s) 73)
☐ Partnership, General (Complete forms page(s) 74)
☐ Partnership, Limited (Complete forms page(s) 74)
☐ Joint Venture (Complete forms page(s) 75)
☐ Sole Proprietorship
Federal I.D. Number: 72-0852541

(1) If Proponent is a subsidiary, state name of parent company.
GCR Acquisition Company LLC

Caution: All information provided herein must be as to Proposer (subsidiary) and not as to parent company.

(2) If a corporation is a partner of a proposing partnership or a member of a proposing joint venture, the corporation statement, attached hereto, must be completed in addition to the appropriate Proposer's business entity statement.

Is Entity registered to do business in the State of Florida? Yes ☐ No ☒

If **yes** to the above, as of what date? _____

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: 

NAME (PRINT): Phillip D. Brodt

TITLE: Vice President

COMPANY: GCR Inc.

CORPORATION STATEMENT

If a Corporation, answer the following:

1. When incorporated? January 12, 1979
2. Where incorporated? Louisiana
3. The Corporation is held:
☐ Publicly ☒ Privately
4. Has the Corporation previously offered AIRPORT PROPERTIES AND REVENUE MANAGEMENT SOFTWARE of similar size (as stated in the RFP) in the state of Florida?
☐ yes ☒ no
If yes, indicate Date: _____ Location: _____
5. Furnish the name, title, and address of each director, officer, principal manager and how long each has been employed. See Attached
6. Attach a copy of the Corporate Certificate from the Secretary of State. See Attached
7. Attach Credit references. See Attached



8. Business Information

Corporate Statement #5 - Attachment

GCR Inc. provides the name, title, and address of each officer, principal manager and length of time employed.

Name	Title	Address	Length of Employment
Paul M. Caliento	Chairman of the Board/Director	1445 East Putnam Avenue Old Greenwich, CT 06870	N/A
Mathias Rumilly	Secretary/Director	1445 East Putnam Avenue Old Greenwich, CT 06870	N/A
Joseph P. Doherty, Jr.	Chief Executive Officer/Director	2021 Lakeshore Drive, Suite 500 New Orleans, LA 70122	6 months
Joseph Posewick	Director	7135 Janes Avenue Woodridge, IL 60517	N/A
James G. Andersen	Director	1445 East Putnam Avenue Old Greenwich, CT 06870	N/A
Gregory C. Rigamer	Director	2021 Lakeshore Drive, Suite 500 New Orleans, LA 70122	33 years
Michael W. Flores	Director	2021 Lakeshore Drive, Suite 500 New Orleans, LA 70122	25 years
Phillip D. Brodt	Officer/Vice President	2021 Lakeshore Drive, Suite 500 New Orleans, LA 70122	23 years
Todd Bouillion	Officer/Vice President	2021 Lakeshore Drive, Suite 500 New Orleans, LA 70122	19 years
Angele C. Romig	Officer/Vice President	2021 Lakeshore Drive, Suite 500 New Orleans, LA 70122	26 years



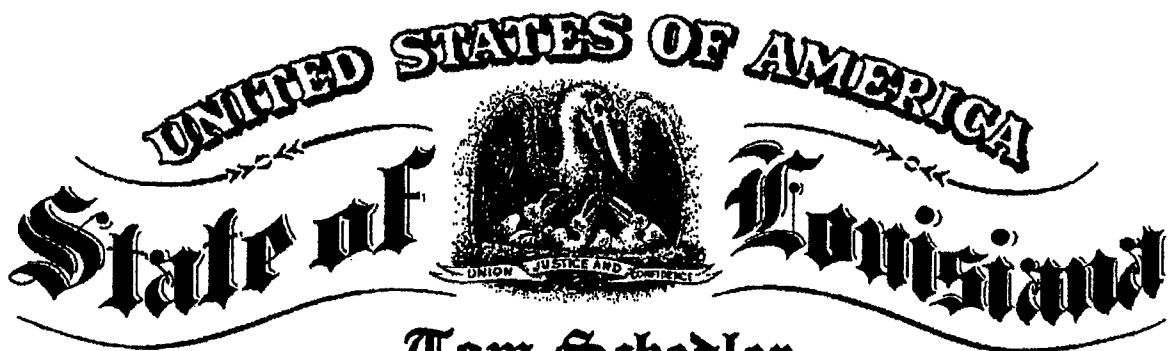


8. Business Information

Corporate Statement #6 - Attachment

GCR Inc. provides copies of the Articles of Incorporation and Certificate of Good Standing with the State of Louisiana.





Tom Schedler

SECRETARY OF STATE

As Secretary of State of the State of Louisiana I do hereby Certify that

a copy of an Amendment to the Articles of Incorporation of

GREGORY C. RIGAMER & ASSOCIATES, INC.

Domiciled at NEW ORLEANS, LOUISIANA, changing the corporate name to

GCR INC.

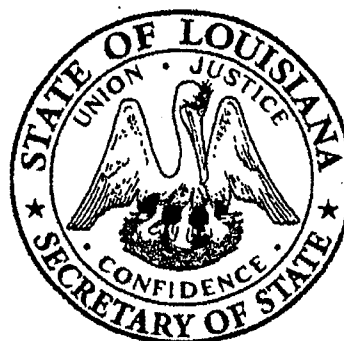
Was filed and recorded in this Office on January 5, 2012.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

January 5, 2012

Secretary of State

LC32506310D



Certificate ID: 10232216#52C42

To validate this certificate, visit the following web site, go to **Commercial Division, Certificate Validation**, then follow the instructions displayed.
www.sos.louisiana.gov

Page 1 of 1 on 1/5/2012 2:20:26 PM

CONFIDENTIAL

8-6

Tom Schedler
SECRETARY OF STATE

State of Louisiana
Secretary of State



January 5, 2012

COMMERCIAL DIVISION
225.925.4704

Administrative Services

225.932.5317 Fax

Corporations

225.932.5314 Fax

Uniform Commercial Code

225.932.5318 Fax

The attached document of GCR INC. was received and filed on January 5, 2012.

LC 32506310D

Rev 08/08

Mailing Address: P. O. Box 94125, Baton Rouge, LA 70804-9125

Office Location: 8585 Archives Ave., Baton Rouge, LA 70809

Web Site Address: www.sos.la.gov

CONFIDENTIAL

8-7

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
GREGORY C. RIGAMER & ASSOCIATES, INC.**

**STATE OF CONNECTICUT
COUNTY OF GREENWICH**

BE IT KNOWN, that on this 4th day of January, 2012, before me, the undersigned Notary Public in and for the County of Greenwich, Connecticut, therein residing, and in the presence of the undersigned competent witnesses, personally came and appeared:

Paul M. Caliento, appearing in his capacity as Vice President and Treasurer of Gregory C. Rigamer & Associates, Inc.;

and

Mathias Runilly, appearing in his capacity as Assistant Secretary of Gregory C. Rigamer & Associates, Inc.;

who declared that they are appearing on behalf of Gregory C. Rigamer & Associates, Inc., a corporation domiciled in East Baton Rouge Parish, Louisiana, organized under the laws of the State of Louisiana by Act dated January 12, 1979 who declared that, acting pursuant to a resolution of the board of directors and a resolution of the sole shareholder of Gregory C. Rigamer & Associates, Inc., they do hereby appear for the purpose of executing this First Amendment to the Amended and Restated Articles of Incorporation of Gregory C. Rigamer & Associates, Inc., and in putting into authentic form the amendments which were approved by vote of the sole shareholder of this Corporation, by amending the below articles as follows:

1. Article I, is amended and restated in its entirety as follows:

ARTICLE I

The name of this corporation shall be GCR Inc.

2. Article III, is amended and restated in its entirety as follows:

ARTICLE III

Authorized Stock. The Corporation shall have the authority to issue an aggregate of one thousand (1,000) shares of common stock, without par value.

3. Article IV, is amended and restated in its entirety as follows:

From and after the date of the first amendment of the Amended and Restated Articles of Incorporation effected hereby, each issued and outstanding share and each treasury share of

NY90392.1
211129-10250


Class A Voting Common Stock, no par value per share and each issued and outstanding share and each treasury share of Class B Non-Voting Common Stock, no par value per share of the Corporation shall be reclassified as Common Stock, no par value.

4. Article V, is hereby deleted in its entirety.

In all other respects, the Amended and Restated Articles of Incorporation of Gregory C. Rigamer & Associates, Inc. shall continue in full force and effect as originally written.

THUS DONE AND PASSED in my office in the City of Old Greenwich, State of Connecticut, on the day, month, and year set forth above, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.


WITNESSES:



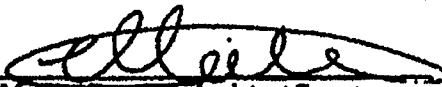
Mary Balogh



Paul M. Calento, Vice President and
Treasurer



Mary Balogh



Matthew Rinnelly, Assistant Secretary



NOTARY PUBLIC

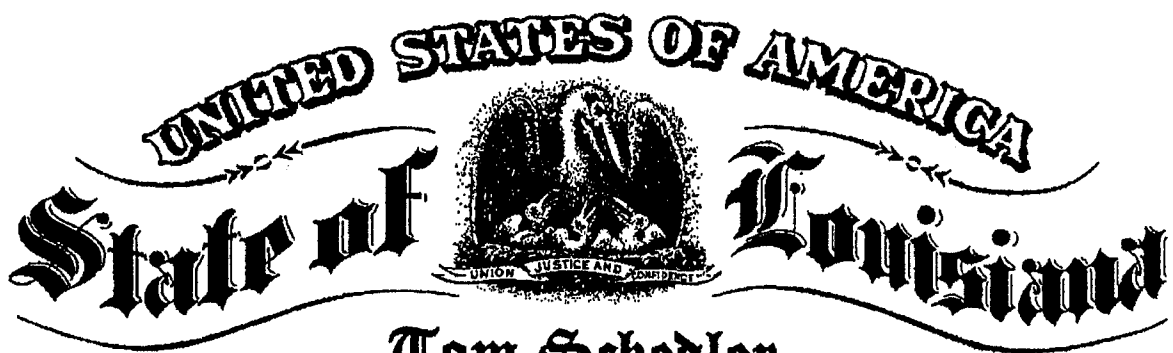
MELISSA GRANDE
NOTARY PUBLIC
MY COMMISSION EXPIRES JUL 21, 2016

NY991362.1
211130-10000

2

CONFIDENTIAL

8-9



Tom Schedler

SECRETARY OF STATE

As Secretary of State of the State of Louisiana I do hereby Certify that
the attached document(s) of

GCR INC.

are true and correct and are filed in the Louisiana Secretary of State's Office.
40564531 NMCHG 01/05/2012 2 pages

In testimony whereof, I have hereunto set my
hand and caused the Seal of my Office to be
affixed at the City of Baton Rouge on,

January 5, 2012

Secretary of State

LC 32506310D



Certificate ID: 10232217#D6D52

To validate this certificate, visit the following
web site, go to **Commercial Division**,
Certificate Validation, then follow the
instructions displayed.
www.sos.louisiana.gov

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
GREGORY C. RIGAMER & ASSOCIATES, INC.**

STATE OF CONNECTICUT
COUNTY OF GREENWICH

BE IT KNOWN, that on this 4th day of January, 2012, before me, the undersigned Notary Public in and for the County of Greenwich, Connecticut, therein residing, and in the presence of the undersigned competent witnesses, personally came and appeared:

Paul M. Caliendo, appearing in his capacity as Vice President and Treasurer of
Gregory C. Rigamer & Associates, Inc.;

and

Matthew Rumlly, appearing in his capacity as Assistant Secretary of Gregory C.
Rigamer & Associates, Inc.;

who declared that they are appearing on behalf of Gregory C. Rigamer & Associates, Inc., a corporation domiciled in East Bacon Rouge Parish, Louisiana, organized under the laws of the State of Louisiana by Act dated January 12, 1979 who declared that, acting pursuant to a resolution of the board of directors and a resolution of the sole shareholder of Gregory C. Rigamer & Associates, Inc., they do hereby appear for the purpose of executing this First Amendment to the Amended and Restated Articles of Incorporation of Gregory C. Rigamer & Associates, Inc., and in putting into authentic form the amendments which were approved by vote of the sole shareholder of this Corporation, by amending the below articles as follows:

1. Article I, is amended and restated in its entirety as follows:

ARTICLE I

The name of this corporation shall be GCR Inc.

2. Article III, is amended and restated in its entirety as follows:

ARTICLE III

Authorized Stock. The Corporation shall have the authority to issue an aggregate of one thousand (1,000) shares of common stock, without par value.

3. Article IV, is amended and restated in its entirety as follows:

From and after the date of the first amendment of the Amended and Restated Articles of Incorporation effected hereby, each issued and outstanding share and each treasury share of

WTT000001
211128-1629

Class A Voting Common Stock, no par value per share and each issued and outstanding share and each treasury share of Class B Non-Voting Common Stock, no par value per share of the Corporation shall be reclassified as Common Stock, no par value.

4. Article V, is hereby deleted in its entirety.

In all other respects, the Amended and Restated Articles of Incorporation of Gregory C. Rigamer & Associates, Inc. shall continue in full force and effect as originally written.

THUS DONE AND PASSED in my office in the City of Old Greenwich, State of Connecticut, on the day, month, and year set forth above, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:


Mary Balogh


Paul M. Calicento, Vice President and
Treasurer

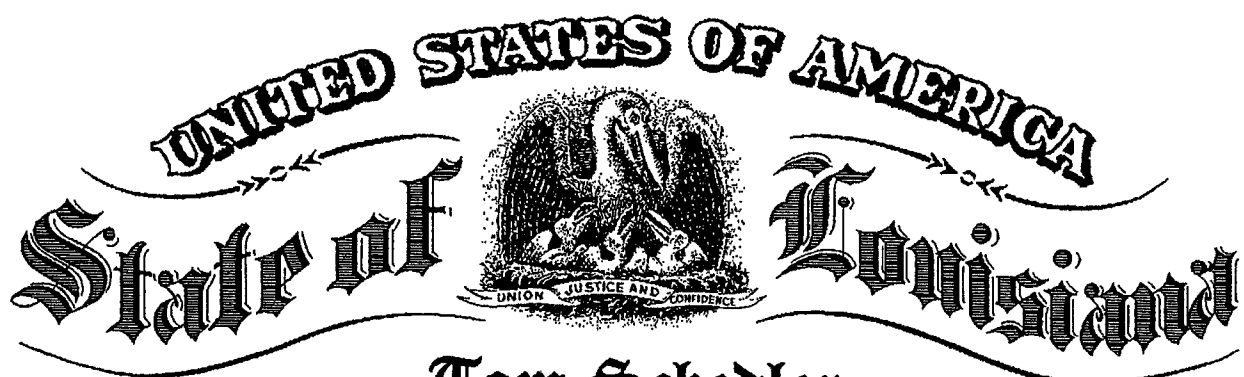

Mary Balogh


Matthew Kennedy, Assistant Secretary


NOTARY PUBLIC

MELISSA GRANDE
NOTARY PUBLIC
MY COMMISSION EXPIRES JUL 24, 2016

NY990362.1
211130-10000



Tom Schedler
SECRETARY OF STATE

As Secretary of State of the State of Louisiana, I do hereby Certify that

GCR INC.

A corporation domiciled in NEW ORLEANS, LOUISIANA,

Filed charter and qualified to do business in this State on January 12, 1979,

I further certify that the records of this Office indicate the corporation has paid all fees due the Secretary of State, and so far as the Office of the Secretary of State is concerned is in good standing and is authorized to do business in this State.

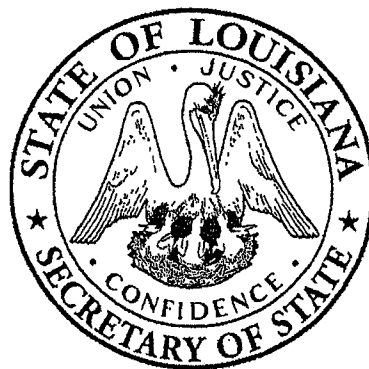
I further certify that this Certificate is not intended to reflect the financial condition of this corporation since this information is not available from the records of this Office.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

April 3, 2012

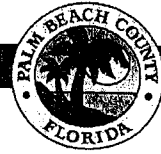
Secretary of State

Web 32506310D



Certificate ID: 10260524#9EG62

To validate this certificate, visit the following web site, go to **Commercial Division, Certificate Validation**, then follow the instructions displayed.
www.sos.louisiana.gov



8. Business Information

Corporate Statement #7 - Attachment

GCR is organized as a Corporation, has been in existence since 1979, and is financially very strong. The firm has never defaulted on any contract since its inception, and has been profitable every month of its existence. The firm has strong banking relationships with significant lines of credit and additional lending capacity.

8.1 Credit References

The following firms are provided as references of financial transactions recently conducted with GCR.

<p>Primary Banker – BMO Harris is GCR's primary lender and is the principal lender for the organization.</p> <p>BMO Harris Bank Gregory Gaschler Senior Vice President 111 West Monroe Street - 5W Chicago, IL 60603 (312) 461-4803</p>	<p>Major Vendor – Dell is the firm's principal supplier of computer and computer related hardware for the firm. GCR maintains an active commercial credit account with Dell.</p> <p>Dell P.O. Box 9020 Des Moines, IA 50368 Tricia Embick 877-614-3355</p>
<p>Retail Banker – JP Morgan Chase is the retail banker for the firm, and holds firm's credit cards. Until March, 2012, JP Morgan Chase was the primary banker and lender of the organization.</p> <p>JP Morgan Chase 201 St. Charles Ave. (LA3-5269) 28th Floor New Orleans, LA 70170 Camille Coniglio 504-623-1638</p>	<p>Principal Lessor – The UNO Research & Technology Foundation is the primary lessor of the firm's office space. GCR leases 33,842 sq. ft. of office space from the foundation, and has been an active leaseholder since 2001.</p> <p>UNO Research & Technology Foundation c/o Management Office – Sandy Stone 2021 Lakeshore Drive, Ste 307 New Orleans, LA 70122 (504) 280-2427</p>



AMENDMENT No. 1

DATED: November 30, 2012

Palm Beach County Purchasing Department
50 South Military Trail, Suite 110, West Palm Beach, FL 33415

RFP No. 12-074/SC

Title: Airport Properties and Revenue Management Software

Request for Proposal Due Date: December 7, 2012

This Amendment is issued to provide additional information and clarification to the RFP document:

A. Proposers are advised of the following changes to the RFP:

1. APPENDIX A, FUNCTIONAL AND TECHNICAL REQUIREMENTS is provided in Word format on the Purchasing Department's website as Attachment 1 to this Amendment. Proposers are advised that this Appendix must be fully completed and the content and language must not be altered or the proposal may be deemed non-responsive.

Note: Per Section D, A.7, the word "vendor" has been changed to "customer" in items #9 and #19.

2. Section 2.17, SELECTION PROCESS, is revised to change the time for demonstration of the proposed software from "one (1) hour" to "ninety (90) minutes".

B. Questions received from GCR Inc., and Department of Airport's responses:

- Q.1. Can you provide the forms that need to be completed for the proposal in Word format?

A.1. See Section A, item 1 above. The County's policy is not to provide the other forms in Word.

- Q.2. Is the SBE goal of 15% related to the entire project (software and professional services), or just to the professional services segment?

A.2. The 15% goal is for the entire project.

- Q.2. Can the software demonstration in the meeting with the Selection Committee be extended from 1 hour to 1 ½ hours?

A.3. See Section A, item 2 above.

C. Questions received from Air-Transport IT Services, Inc., and Department of Airport's responses:

Q.1. Can you please provide the RFP forms in a Word format. In the least, is it possible to obtain the Technical Compliance Matrix in Word.

A.1. See Section A, Item 1 above.

Q.2. Air-Transport IT Services, Inc. (AirtIT) is a wholly owned subsidiary of Fraport - Airport Services Worldwide, and as such, our financial information is strictly private and confidential. In addition to providing our Shareholders financials, and their full indemnification of AirtIT, we will provide the airport with a 100% performance Bond. Since AirtIT's financials is a requirement for selection AirtIT will obtain a waiver from our parent company but due to Florida Sunshine Laws we respectfully request that we only make these records available to representatives of Palm Beach County for their inspection and examination at their earliest convenience.

A.2. The County requires submission of the financial statements as specified in Section 3.5 FINANCIAL BACKGROUND INFORMATION. As indicated in Section 2.7 PROPRIETARY/CONFIDENTIAL INFORMATION, any material submitted in response to this RFP is considered a public document in accordance with Section 119.07, F.S., and this material shall be disclosed accordingly.

D. Questions received from Infax and Department of Airport's responses:

Q.1. Palm Beach County operates a total of four airports, PBI and three (3) General Aviation Airports (F45, LNA, PHK).

a. Will all four (4) airports be managed / invoiced by the proposed solution or only PBI?

b. If all four (4) airports, does the Department of Aviation have a unified customer database for the four (4) sites or is each site currently managed independently?

A.1. All four airports will be managed by this application; however, it should be noted that the three general aviation airports are limited to billings between the Department of Airports and one Fixed Base operator at each airport. 99% of the operational activity for the system will be related to PBIA.

Q.2. The RFP identifies 10 users requiring access to the proposed solution.

a. Are all of these users located at the same site / facility? If not, what is the network connectivity between the sites?

b. Can you provide a breakdown of Properties vs. Fiscal staff? How many people in each role?

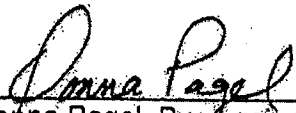
- A.2. a. All users are currently at one location, the Departments Administrative building.
- b. The staffing breakdown is: Fiscal 5 and Properties 5. Fiscal provides for most input and day to day workload, Properties primarily performs reporting and viewing functions, with some input.
- Q.3. Is there a target Go-Live date for the system?
- A.3. There is no defined contractual requirement; however, the Department's fiscal year begins October 1 which would be a natural go-live date for statistical and financial reporting.
- Q.4. 4.4 D The CONTRACTOR's Property and Revenue Management system must be capable of attaching documents of any file type (i.e. PDF, TIF, Word, XLS, XML, JPG, etc.) and provide integrated viewing capability.
- a. What is meant by "integrated viewing capability"? Is it sufficient if the software launches the appropriate application when the attachment is opened? For example, user clicks on a attached PDF document and the default installed application associated with PDF opens the document.
- A.4. It would be sufficient if the software launches the appropriate application when the attachment is opened.
- Q.5. Must the entire Accounts Receivable cycle be completed in the new proposed software or can part of it be completed using an existing A/R module which the Department of Airports has access to already? For example, does AMS Advantage have an A/R module to which invoices can be exported to from the proposed solution?
- A.5. Our envisioned solution will have the entire accounts receivable cycle contained on the new software as the Department does not have an AMS A/R module. Currently AMS is used as the official general ledger to which summary entries (as produced by the current software) are typed into AMS at the general ledger level, i.e., no specific customer information resides in AMS.
- Q.6. Will the Department of Aviation consider a solution where all property management and invoice generation is handled in a dedicated system which interfaces with an "off-the-shelf" accounting package for A/R functions such as application of payments and account statements? The contractor would provide both software packages and the relevant implementation and training for both in this scenario.
- A.6. Yes, this would be considered.

- Q.7. There are numerous references to "Vendor" in the RFP. Will this system be used to manage contracts with Vendors that the Airport must pay for? i.e. purchasing? Or is the term used Interchangeably with Customer or Tenant?
- A.7. This was in error in the following locations: Section 1.3, 4.1, and Appendix A Items #9 and #19; in those cases the RFP should read "customer". In all other cases the use of "Vendor" is correct and applies to the successful proposer or the County's Purchasing rules.
- Q.8. Appendix A: Page 7 of 11, number 44 references Aeronautical Activity. What would the data source be?
- a. Can you elaborate on the level of detail and data elements that are desired.
- A.8. Data source is airline reports, which are typed by hand into the system. Elements currently tracked by airline, by month include passengers enplaned/deplaned, domestic vs. international, landings takeoffs, landed weight, aircraft type, cargo tonnage etc. It is hoped that the selected solution will have flexibility to add more data elements as required without programming or code modification.
- Q.9. Appendix A: Page 10 of 11, number 14. "Ability for the DOA to identify data entry fields as "required" to ensure completeness"
- a. Is the term "identify" in the above sentence to be interpreted as DOA can have screens configured and specified to their requirements or that the USER is clearly informed if required fields of the system have not been completed?
- A.9. We are asking if the software will warn a user in some fashion that required information has not been entered AND if the DOA can define specific data elements subject to that warning.

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All changes addressed in this Amendment No. 1 shall be incorporated into RFP No. 12-074/SC and the final contract. All other terms and conditions of the RFP remain the same and unchanged.

NOTE: Please acknowledge receipt of this Amendment No. 1 by signing below and returning this page with your Proposal Response. Each Amendment to the RFP shall be signed by an authorized agent and submitted with the proposal or the proposal shall be deemed non-responsive.

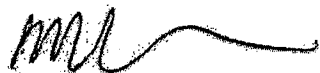


Donna Pagel, Purchasing Manager

ACKNOWLEDGMENT:

GCR Inc.

COMPANY NAME



SIGNATURE

December 3, 2012

DATE

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: Airport Properties & Revenue Mgt Software

PROJECT NO. OR BID NO.: RFP No. 12-074/SC

NAME OF PRIME BIDDER: GCR Inc.

ADDRESS: 2021 Lakeshore Drive, Suite 500, New Orleans, LA 70122

CONTACT PERSON: Phillip D. Brodt

PHONE NO.: (504) 304-2500 FAX NO.: (504) 304-2525

BID OPENING DATE: December 7, 2012

USER DEPARTMENT: Department of Airports

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. S. Davis & Associates, P.A. 8144 Okeechobee Blvd., Ste. B West Palm Beach, FL 33411	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	15%				
2.	<input type="checkbox"/>	<input type="checkbox"/>					
3.	<input type="checkbox"/>	<input type="checkbox"/>					
4.	<input type="checkbox"/>	<input type="checkbox"/>					
5.	<input type="checkbox"/>	<input type="checkbox"/>					
(Please use additional sheets if necessary)							
Total			15%				

Total Bid Price \$ 35,430.75

Total SBE-M/WBE Participation Dollar Amount or Percentage of Work 15%

*This bid price is for software and professional services, it excludes expenses

I hereby certify that the above information accurate to the best of my knowledge:

Signature

Phillip D. Brodt, Vice President

Title

Note:

1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

Revised 9/7/2011

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: 12-074/SC PROJECT NAME: Airport Properties and Revenue Mgt Software

TO: GCR Inc.
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise X Minority Business Enterprise X

Black X Hispanic Women Caucasian Other (Please Specify)

Date of Palm Beach County Certification: 10/24/12

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
1	Reconciling trial billings in new system	10%		10%
2	Reconciling/verifying all data converted	5%		5%

at the following price or percentage 15%
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Shaun M. Davis
(Print name of SBE-M/WBE Subcontractor)

By: [Signature]
(Signature)

(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Revised 10/11/2011

Date: 11/30/12

APPENDIX F
DRUG-FREE WORKPLACE CERTIFICATION
RFP NO. 12-074/SC

IDENTICAL TIE PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie proposals are received from vendors who have not submitted with their proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie proposals.

This Drug-Free Workplace Certification form must be executed and returned with the attached proposal, and received on or before time of proposal opening to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.

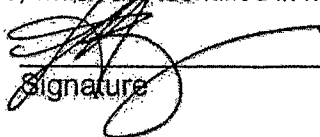
Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Lori Ferry the
(Individual's Name)

Human Resources Manager of GCR Inc.
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.


Signature

12/3/2012
Date

EXHIBIT D
CONTRACTOR's SOFTWARE LICENSE
Contract No. 12-074/SC

GCR Inc.
2021 Lakeshore Drive
New Orleans, LA 70122

**SOFTWARE LICENSE
BETWEEN GCR, INC. AND THE PALM BEACH COUNTY**

This software license agreement (the "License") is made this ____ day of April, 2013, by and between: GCR Inc. at 2021 Lakeshore Drive, New Orleans, LA 70122, hereinafter referred to as "GCR," and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as "COUNTY".

Recitals

WHEREAS, **COUNTY** has entered a contract with GCR to implement a comprehensive AIRPORT PROPERTIES AND REVENUE MANAGEMENT SOFTWARE (Contract No. 12-074/SC) (Software); and

WHEREAS, GCR will provide its AirportIQ Business Manager (ABM) in fulfillment of SOFTWARE requirements; and

WHEREAS, **COUNTY** wishes to license certain software from GCR; and,

WHEREAS, GCR represents and warrants that it is qualified to provide such software and services required by the **COUNTY** as set forth under this License.

WHEREAS, AirportIQ is a Commercial Off the Shelf (COTS) software developed and marketed by GCR, and subject to this license agreement. The software applications covered under this license include:

- 1) AirportIQ Business Manager (ABM) – ABM is the core secure database and management application used by **COUNTY** staff to manage properties, agreements, activity statistics, tenant billing, and cash receipts.

Now, THEREFORE, the parties agree as follows:

1. Definitions

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this License, it shall have the meaning herein set forth.

ACCEPTANCE	Notice from the COUNTY to GCR that the Licensed Software meets the specifications contained in the Documentation.
ABM SYSTEM	GCR's software solution known as AirportIQ Business Manager. Program Core Components and all other Software furnished by GCR.
AUTHORIZING DOCUMENT	The original project contract or scope of work which established the parameters of installation and acceptance of software covered by this License.
DESIGNATED SITE	The facility or facilities of COUNTY or any other facility as the parties may designate from time to time in writing.

DOCUMENTATION	The technical publications relating to the use of the Licensed Software, such as reference, installation, administrative and programmer manuals, provided by GCR to COUNTY .
LICENSE	This document and any attached appendices and exhibits, including any future written and executed amendments.
LICENSED SOFTWARE	One or more of the proprietary computer software programs identified as AirportIQ Business Manager (ABM) System, AirportIQ Project Manager (APM) and AirportIQ Security and Operations Compliance System (ASOCS), all related materials, documentation, all corrections, patches or updates thereto, and other written information received by COUNTY from GCR, whether in machine-readable or printed form.
OBJECT CODE	Machine readable compiled form of Licensed Software provided by GCR.
SPECIFICATIONS	The functional and operational characteristics of the Licensed Software as described in GCR's current published product descriptions and technical manuals.

Whenever the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood as the direction, requirement, or permission of the **COUNTY**. The words "sufficient," "necessary," or "proper," and the like, mean sufficient, necessary or proper in the judgment of the **COUNTY**, unless otherwise indicated by the context.

2. Term of the License

Subject to other provisions of this License, the rights granted under this License shall commence upon installation of the Licensed Software and shall continue in perpetuity unless sooner terminated in accordance with the provisions of this License.

3. License

A. Grant of License. Subject to the terms and conditions of this License, GCR grants **COUNTY** a non-exclusive and non-transferable perpetual license to use the Licensed Software. **COUNTY** acknowledges and agrees that the Licensed Software is the proprietary information of GCR and that this License grants **COUNTY** no title or right of ownership in the Licensed Software. Under this License, GCR maintains commercial marketing rights to the software, and **COUNTY** maintains the right to use the software continuously.

B. Restrictions on Use. **COUNTY** is authorized to use the Licensed Software only for **COUNTY**'s internal purposes and for designated and authorized users of the ABM system. The Licensed Software cannot be deployed to other agencies or sites without the expressed approval of GCR.

C. Transfer of Products. **COUNTY** may move the Licensed Software and supporting materials to another **COUNTY** site which physically replaces the original installation site upon prior written notice to and approval by GCR. **COUNTY** will be able to move the software from server to server within the agency as needed, without prior notice to GCR.

D. Proprietary Markings. **COUNTY** agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the Licensed Software or any related materials or Documentation.

E. Authorized Modification. COUNTY shall be permitted to develop, use and modify Application Program Interfaces (API's), macros and data/system interfaces. For purposes of this License, such development shall be deemed an authorized modification. Any such APIs, macros or other interfaces developed by the COUNTY shall become the property of the COUNTY.

F. Updated Versions. All new versions/updates of the licensed software will be provided to COUNTY, as they become commercially available, during the length of the SITA project.

G. Maintenance of System - Maintenance of the ABM and APM system will be provided by GCR for a four-year period from the date that the system is physically transferred to the COUNTY, provided that COUNTY maintains an active agreement with GCR.

4. Delivery

A. Delivery. One copy of each of the Licensed Software products in computer readable form shall be shipped to the COUNTY at a mutually agreed upon date following contract execution. Program storage media (magnetic tapes, disks and the like) and shipping shall be provided at no charge by GCR.

B. Risk of Loss. If any of the Licensed Software products are lost or damaged during shipment or before installation is completed, GCR shall promptly replace such products, including the replacement of program storage media if necessary, at no additional charge to the COUNTY. If any of the Licensed Software products are lost or damaged while in the possession of the COUNTY, GCR will promptly replace such products without charge, except for program storage media, unless supplied by the COUNTY.

5. Warranties: Right to Grant License

GCR hereby warrants that it has title to licensed software and is authorized to grant a license of the Licensed Software to the COUNTY.

6. Termination

A. Basis for Termination by GCR. GCR shall have the right to terminate this License if COUNTY is delinquent in making payments of any sum due under this License and continues to be delinquent for a period of ninety days after the last day payment is due; provided, however, that written notice is given to COUNTY by GCR of the expiration date of the ninety-day delinquency period at least ten days prior to the expiration date or, to terminate this License if COUNTY commits any other breach of this License and fails to remedy such breach within thirty days after receipt of written notice by GCR of such breach.

B. Basis for Termination by COUNTY. COUNTY shall have the right, without further obligation or liability to GCR (except as specified in Section 6(C) (Disposition of Licensed Software on Termination) hereof: (i) to immediately terminate this License if GCR commits any breach of this License and fails to remedy such breach within ninety (90) days after written notice by COUNTY of such breach and (ii) terminate, in whole or in part, with cause upon five (5) business days written notice to GCR or without cause upon ten (10) business days written to GCR.

C. Disposition of Licensed Software on Termination. Upon the expiration or termination of this License or an applicable Authorization Document for any other reason and subject to Florida Statute, Chapter 119, Florida's Public Records Act, COUNTY shall immediately: (i) return the Licensed Software to GCR together with all Documentation; (ii) purge all copies of the Licensed Software or any portion thereof from all CPU's and from any computer storage medium or device on which COUNTY has placed or permitted others to place the Licensed Software; and (iii) give GCR written certification that through its best efforts and to the best of its knowledge, COUNTY has complied with all of its obligations under this section.

7. Bankruptcy

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this License shall terminate and be of no further force and effect.

8. Modification of License

This License may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this License.

9. Entire License

This contract sets forth the entire License between the parties, and supersedes all other oral or written provisions. If any provision of this License is held to be unenforceable, this License shall be construed without such provision.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY, and the CONTRACTOR has hereunto set its hand the day and year above written.

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COMMISSIONERS CONTRACTOR:

BY: Steven L. Abrams, Mayor

GCR Inc.
Company Name

BY: Phillip D. Brodt, Vice President

SEAL

CORPORATE SEAL

ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

ATTEST WITNESS:

BY: Deputy Clerk

BY: Colleen Fabacher
Print Name
Signature

BY: William Cody
Print Name
Signature

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

BY: County Attorney

BY: Director, Department of Airports



184089

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/20/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.


IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (952) 830-3000 Wells Fargo Insurance Services USA, Inc. 4300 MarketPointe Drive, Suite 600 Bloomington, MN 55435-5455	CONTACT NAME: Alice Brutcher PHONE (A/C, No, Ext): (952) 956-8728 E-MAIL: alice.brutcher@wellsfargo.com ADDRESS: FAX (A/C, No):																					
INSURED GCR, Inc. 2021 Lakeshore Drive, Ste 500 New Orleans LA 70122	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>American Casualty Company of Reading, PA</td><td>20427</td></tr><tr><td>INSURER B:</td><td>Transportation Insurance Company</td><td>20494</td></tr><tr><td>INSURER C:</td><td>Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER D:</td><td>Lloyd's of London</td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	American Casualty Company of Reading, PA	20427	INSURER B:	Transportation Insurance Company	20494	INSURER C:	Valley Forge Insurance Company	20508	INSURER D:	Lloyd's of London		INSURER E:			INSURER F:		
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INSURER D:	Lloyd's of London																					
INSURER E:																						
INSURER F:																						

COVERAGES		CERTIFICATE NUMBER: 5610238		REVISION NUMBER: See below		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		5084591264	4/3/2012	4/3/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		5084591247	4/3/2012	4/3/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		5084591250	4/3/2012	4/3/2013	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		4033024257	4/3/2012	4/3/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability (Claims Made) Retroactive Date - 07/12/1993		1051/ND011150Z	02/14/2012	04/03/2013	Limits: \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Primary Additional Insured: Palm Beach County as respects General Liability for work performed by the named insured. Includes Waiver of Governmental Immunity included under the General Liability policy.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County c/o Purchasing Department Attn: Sharon Cushie, Senior Buyer 50 South Military Trail, Suite 110 West Palm Beach, FL 33415	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

Attachment # 2



BMO Harris Bank N.A.

STANDBY/LETTERS OF CREDIT
C/O Bank of Montreal
234 Simcoe Street, 3rd Floor
Toronto, Ontario M5T 1T4
Tel: 1-877-801-0414
Fax: 1-877-801-7787
SWIFT: HATRUS44

DOCUMENTARY COLLECTIONS
C/O Bank of Montreal
129 St Jacques Street, 10th Floor
Montreal, Quebec H2Y 1L6
Tel: 1-888-258-6378
Fax: 1-888-258-6380
SWIFT: HATRUS44

RECEIVED

2013 MAR -7 AM 9:03

100,000.00
USD

Irrevocable

Standby Letter of Credit No.: HACH396698OS

Date Issued: March 4, 2013

Beneficiary:

Palm Beach County Board of County Commissioners (County)
50 South Military Trail, Suite 110
West Palm Beach, FL 33415
Attn: Sharon Cushnie, Senior Buyer

Applicant:

GCR Inc.
2021 Lakeshore Drive, Suite 500
New Orleans, LA 70122

Amount: One Hundred Thousand and 00/100's United States Dollars (USD100,000.00)

Expiration Date: September 30, 2013

We hereby open our Clean Irrevocable Letter of Credit No. HACH396698OS in favor of the Palm Beach County Board of County Commissioners (County) for the amount of One Hundred Thousand and 00/100's United States Dollars (USD100,000.00) effective as of this date.

This Letter of Credit is issued pursuant to that certain contract No. 12-074/SC between GCR Inc. as Contractor, and Palm Beach County, Florida, dated April 2, 2013 (the "Contract"). however, this Letter of Credit is independent of that contract and reference herein is for information only.

Funds under this Letter of Credit are available to the County hereunder not exceeding in aggregate the amount of this Letter of Credit against the County's written demand for payment on us mentioning our Letter of Credit No. HACH396698OS and accompanied by the original of this Letter of Credit.

ORIGINAL

HACH396698OS

Page 1 of 2

Attachment #


3

When we receive your demand for payment at BMO Harris Bank N.A., 311 West Monroe Street, 6th Floor, Chicago, IL 60606 on or prior to the expiration date, we will promptly honor the same.

Kindly address all correspondence regarding this Letter of Credit to the attention of Trade Finance Operations, mentioning specifically our Letter of Credit Number HACH396698OS.

Venue for any and all legal action necessary to enforce the terms of this Letter of Credit shall be Palm Beach County, Florida.

Except as is inconsistent with the express provisions hereof, this Letter of Credit is subject to the Uniform Customs and Practices For Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600.


Signing Officer

ANI DEVECI


Authorized Signing Officer**ORIGINAL**