

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

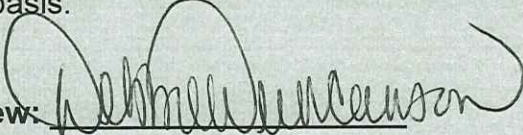
| Fiscal Years | <u>2021</u> | <u>2022</u> | <u>2023</u> | <u>2024</u> | <u>2025</u> |
|---|-------------------------|-------------------------|-------------------------|------------------------|---------------------|
| Capital Expenditures | | | | | |
| Operating Costs | <u>\$133,333</u> | <u>\$200,000</u> | <u>\$200,000</u> | <u>\$66,667</u> | |
| Operating Revenues | | | | | |
| Program Income (County) | | | | | |
| In-Kind Match (County) | | | | | |
| NET FISCAL IMPACT | <u>\$133,333</u> | <u>\$200,000</u> | <u>\$200,000</u> | <u>\$66,667</u> | <u>\$-0-</u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | | | | | |

Is Item Included in Current Budget? Yes X No
 Does this item include the use of federal funds? Yes No X

Budget Account No: Fund 4100 Department 120 Unit 1110 Object 3101
 Reporting Category

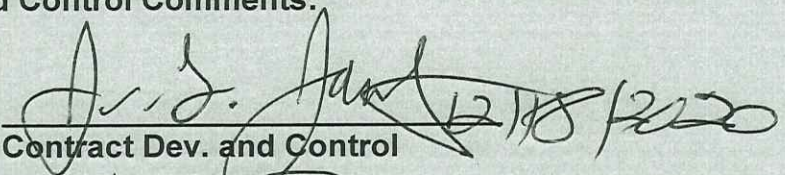
B. Recommended Sources of Funds/Summary of Fiscal Impact:

The term of the Contract commences on February 1, 2021 and expires on January 31, 2024. The Fiscal Impact Analysis assumes expenditures of approximately \$16,667 per month although actual expenditures may vary from month to month since services are provided on an as-needed basis.

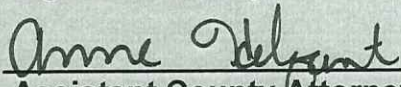
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 12/11/2020
 OFMB  12/18/2020
 Contract Dev. and Control
 12-18-2020 JW

B. Legal Sufficiency:

 12-23-2020
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

Laura Beebe

From: Lisa Inkell <Linkell@pbcgov.org>
Sent: Monday, December 7, 2020 10:52 AM
To: Laura Beebe
Subject: FW: Contract No. 20-086/LI, Air Service Development Consulting Services

Good morning Laura,

Please see the email chain below, including the email from Jackie Binns with Risk Management stating the insurance is compliant. Let me know if you need a copy of the Certificate of Insurance.

Thank you,

Lisa Inkell
Senior Buyer
Palm Beach County Purchasing Department
50 S. Military Trail, Suite 110
West Palm Beach, FL 33415-3199
Phone: (561) 616-6808
Fax: (561) 242-6708
linkell@pbcgov.org

From: Megan Davis <MDavis2@pbcgov.org>
Sent: Monday, December 07, 2020 10:35 AM
To: Lisa Inkell <Linkell@pbcgov.org>
Subject: FW: Contract No. 20-086/LI, Air Service Development Consulting Services

Hi Lisa,

Please see the compliancy certification from Jackie.

Thank you,

Megan Davis
Buyer Assistant
Palm Beach County Purchasing
50 S. Military Trail, Suite 110
West Palm Beach, FL 33415-3199
E-mail: mdavis2@pbcgov.org
Phone: 561-616-6826
Fax: 561-242-6726
Purchasing Department Website:
<http://discover.pbcgov.org/purchasing>
Vendor Self Service System Website:
<https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>

From: Jackie Binns A. <JBinns@pbcgov.org>
Sent: Monday, December 07, 2020 10:34 AM
To: Megan Davis <MDavis2@pbcgov.org>
Subject: RE: Contract No. 20-086/LI, Air Service Development Consulting Services

Megan,

The insurance is compliant with the requirements in the contract.

Take care,

Jackie

Jacqueline Binns
Property & Casualty Insurance and Claims Manager
Palm Beach County
Risk Management Department
100 Australian Av
West Palm Beach, FL 33406
jbinns@pbcgov.org
561-233-5422



From: Megan Davis
Sent: Monday, December 7, 2020 10:32 AM
To: Jackie Binns A. <JBinns@pbcgov.org>
Subject: FW: Contract No. 20-086/LI, Air Service Development Consulting Services

Hi Jackie,

Please see the form and COI that was send to Ebix for your reference.

Thank you again.

Kind regards,

Megan Davis
Buyer Assistant
Palm Beach County Purchasing
50 S. Military Trail, Suite 110
West Palm Beach, FL 33415-3199
E-mail: mdavis2@pbcgov.org
Phone: 561-616-6826
Fax: 561-242-6726
Purchasing Department Website:
<http://discover.pbcgov.org/purchasing>
Vendor Self Service System Website:
<https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>

From: Megan Davis
Sent: Tuesday, December 01, 2020 8:07 AM
To: 'jacintha.stone@ebix.com' <jacintha.stone@ebix.com>; Paris Boyd <Paris.Boyd@Ebix.com>
Cc: Lisa Inkell <LInkell@pbcgov.org>; Allison Andujar <AAndujar@pbcgov.org>
Subject: Contract No. 20-086/LI, Air Service Development Consulting Services

Good morning:

Please add the attached Contract to the tracking system. If you have any questions or concerns please let me know.

Kind regards,

Megan Davis
Buyer Assistant
Palm Beach County Purchasing
50 S. Military Trail, Suite 110
West Palm Beach, FL 33415-3199
E-mail: mdavis2@pbcgov.org
Phone: 561-616-6826
Fax: 561-242-6726
Purchasing Department Website:
<http://discover.pbcgov.org/purchasing>
Vendor Self Service System Website:
<https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



AILELLC-01

JCONCANNON

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 11/30/2020

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 have ADDITIONAL INSURED provisions or 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 Concannon Insurance Agency Inc Charles L. Crane Agency 400 Chesterfield Ctr, Ste 100 Chesterfield, MO 63017 | CONTACT NAME: PHONE (A/C, No, Ext): (636) 537-5000 FAX (A/C, No): (636) 537-5009 E-MAIL ADDRESS: | | | | | | | | | | | | |
| INSURER(S) AFFORDING COVERAGE | | | | | | | | | | | | | |
| INSURED Ailevon, LLC DBA Ailevon Pacific Aviation Consulting 1382 Marion Walk SE Atlanta, GA 30315 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Sentinel Insurance Co., Ltd.</td> <td style="width: 20%;">NAIC # 11000</td> </tr> <tr> <td>INSURER B : Hartford Fire Insurance Co.</td> <td>19682</td> </tr> <tr> <td>INSURER C : Allied World Surplus Lines Insurance Company</td> <td>24319</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER A : Sentinel Insurance Co., Ltd. | NAIC # 11000 | INSURER B : Hartford Fire Insurance Co. | 19682 | INSURER C : Allied World Surplus Lines Insurance Company | 24319 | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER A : Sentinel Insurance Co., Ltd. | NAIC # 11000 | | | | | | | | | | | | |
| INSURER B : Hartford Fire Insurance Co. | 19682 | | | | | | | | | | | | |
| INSURER C : Allied World Surplus Lines Insurance Company | 24319 | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | |

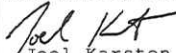
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <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 type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | X | X | 84SBAPD3029SA | 12/28/2019 | 12/28/2020 | EACH OCCURRENCE \$ 2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |
| | | | | | | | MED EXP (Any one person) \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 2,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| | | | | | | | HIRED NONOWNED \$ 2,000,000 |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | X | | 84SBAPD3029SA | 12/28/2019 | 12/28/2020 | EACH OCCURRENCE \$ 3,000,000 |
| | | | | | | | AGGREGATE \$ |
| | | | | | | | Aggregate \$ 3,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 84WBCBJ5256 | 12/28/2019 | 12/28/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Miscell Prof/E&O | | | 03091939 | 12/28/2019 | 12/28/2020 | DED \$1,000 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, it's Officers, Employees and Agents is an additional insured with respects to the commercial general liability

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| Palm Beach County Board of County Commissioners Insurance Compliance PO Box 100085 - DX Duluth, GA 30096 | 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  Joel Karsten |
|---|--|

ACORD 25 (2016/03)

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AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF Georgia
COUNTY OF Fulton

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is the Managing Director of Ailevon Pacific Aviation Consulting LLC, a limited liability company organized and existing under the laws of the State of Florida (“Company”).

2. Articles of Organization of the Company have been filed, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.

3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.

4. The company is a member managed limited liability company.

5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.

6. The undersigned has the right and authority to enter into that certain Contract for Air Service Development Consulting Services (Contract No. 20-086/LI) between Palm Beach County, a political subdivision of the State of Florida and the Company (the “Agreement”), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.

7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.

8. The transactions contemplated herein will not violate any of the terms and conditions of the Company’s member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

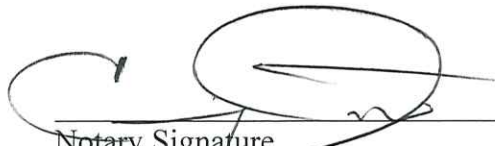
9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

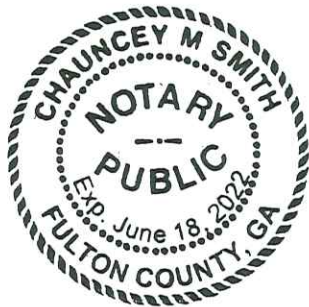


Brad DiFiore, Individually and as
Member

SWORN TO AND SUBSCRIBED before me on this 15th day of December, 2020 by Brad DiFiore, Member of Ailevon Pacific Aviation Consulting LLC on behalf of the Company who is personally known to me OR who produced STATE LICENSE, as identification and who did take an oath.



Notary Signature



CHAUNCEY M. SMITH
Print Notary Name

NOTARY PUBLIC

State of GEORGIA at large

My Commission Expires:

6/18/22

State of Florida

Department of State

I certify from the records of this office that AILEVON PACIFIC AVIATION CONSULTING, LLC is a limited liability company organized under the laws of the State of Florida, filed on February 19, 2015.

The document number of this limited liability company is L15000036754.

I further certify that said limited liability company has paid all fees due this office through December 31, 2019, that its most recent annual report was filed on April 12, 2019, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twelfth day of April, 2019*



Randy R. Lee
Secretary of State

Tracking Number: 0402095407CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



INTER-OFFICE MEMORANDUM

Office of
Equal Business Opportunity
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
www.pbcgov.com/oebo



**Palm Beach County
Board of County
Commissioners**

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Mary Lou Berger

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"

Date: Thursday, July 30, 2020

To: Laura Beebe, Director
Airports

From: Tonya Davis Johnson, Director *T. Johnson*
Office of Equal Business Opportunity

Re: Approval of Request for Waiver of API Requirements for Air
Service Development Consulting Services for the Palm
Beach International Airport

Your Request for Waiver of API Requirements for the above named service was received on Wednesday, July 29, 2020 and has been reviewed. It is the determination of the Office of Equal Business Opportunity (OEBO) that the request for Waiver of API Requirements is **APPROVED**.

The OEBO is granting this waiver based upon the determination that sufficient qualified S/M/WBEs providing the goods or services required by the contract are unavailable in Palm Beach County despite every reasonable attempt to locate them.

If you have any questions, please contact Allen Gray at 561-616-6842 or email at agray@pcgov.org.

Thank you.

cc: Allen Gray, Manager

| Approval Date | Type of Waiver Request | Brief Description of Project | Amount of Contract | Commodity Codes |
|--|------------------------|--|--------------------|-----------------|
| AIRPORTS | | | | |
| 7/30/2020 | Services | RFP for Air Service Development Consulting Services | \$600,000.00 | 91817 |
| ANIMAL CARE & CONTROL | | | | |
| COMMUNITY SERVICES | | | | |
| ENGINEERING & PUBLIC WORKS | | | | |
| ENVIRONMENTAL RESOURCE MANAGEMENT | | | | |
| FACILITIES DEVELOPMENT & OPERATIONS | | | | |
| FIRE RESCUE | | | | |
| GRAPHICS | | | | |
| 7/28/2020 | Goods | Piggyback purchase of DFL-500 (Duplo) Coat/Foil/Laminator Equipment | \$18,101.93 | 66542 |
| 7/28/2020 | Goods | Piggyback purchase of a SpireIII 64T Laminator | \$13,845.00 | 66542 |
| 7/28/2020 | Goods | Piggyback purchase of a Roland Truevis VG2-640 (Sign Press Machine) | \$25,739.10 | 70079 |
| HUMAN RESOURCES | | | | |

| Approval Date | Type of Waiver Request | Brief Description of Project | Amount of Contract | Commodity Codes |
|--|------------------------|---|--------------------|-----------------|
| INFORMATION SYSTEMS SERVICES | | | | |
| 7/23/2020 | Goods/Services | Piggyback Purchase of Cellular Services/Equipment/Accessories | \$125,000.00 | 833935, 91575, |
| LEGISLATIVE AFFAIRS | | | | |
| LIBRARY | | | | |
| MEDICAL EXAMINER | | | | |
| OFFICE OF FINANCIAL MANAGEMENT & BUDGET | | | | |
| PALM TRAN | | | | |
| PARKS & RECREATION | | | | |
| | | | | |
| | | | | |

| Approval Date | Type of Waiver Request | Brief Description of Project | Amount of Contract | Commodity Codes |
|--|------------------------|---|--------------------|--|
| PLANNING, ZONING & BUILDING DEPARTMENT | | | | |
| | | | | |
| PURCHASING | | | | |
| | | | | |
| RISK MANAGEMENT | | | | |
| 7/6/2020 | Goods/Services | RFP Solicitation for Ergonomic Consulting, Furniture, Equipment & Accessories | \$190,000.00 | 42560, 91854 |
| | | | | |
| WATER UTILITIES DEPARTMENT | | | | |
| 7/16/2020 | Goods | Solicitation for County-wide contract to purchase of wide variety of Electrical Supplies/Equipment using TRA-SER SX , (pre-qualification) | \$5,200,000.00 | 28500, 45032, 28550, 28581, |
| 7/23/2020 | Goods | Piggyback purchase of Industrial & Commercial Supplies/Equipment MRO (SOF) , County-Wide | \$22,300,000.00 | 00500, 02500, 03111, 10500, 12044, 28712 |
| 7/23/2020 | Goods | Piggyback purchase of Tools, Hand Held, Power , (SOF) Term Contract Countywide | \$1,500,000.00 | 44500, 28581, 83255, 44546, 44552, 44591, 44558, 44506 |
| 7/28/2020 | Services | Solicitation of Disposal Services of Hazardous Waste Materials used w/in the potable water & wastewater treatment process (Flammable Material, chemical by-products) | \$375,000.00 | 92645 |
| | | | | |
| KEY: Green - No Cost to PBC Orange - Dollar Amount TBD Yellow - Denied | | | | |

R2021 0144

**CONTRACT FOR
Air Service Development Consulting Services
(Contract No. 20-086/LI)**

This Contract No. 20-086/LI is made as of this _____ day of JAN 12 2021, 2021, 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 Ailevon Pacific Aviation Consulting LLC, 1100 Peachtree St NE, STE 250, Atlanta, GA 30309, a limited liability company authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

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

ARTICLE 1 - SERVICES

The CONSULTANT's responsibility under this Contract is to provide air service development consulting services to the Department of Airports in accordance with Exhibit A, Scope of Work/Services, Exhibit B, CONSULTANT's proposal dated October 30, 2020, and Exhibit C, Standard Airport Provisions, all of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Laura Beebe, Director of Airports, telephone number (561) 471-7403 or designee.

The CONSULTANT's representative/liaison during the performance of this Contract shall be Oliver Lamb, Managing Director, telephone number (212) 858-0402.

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 C; (2) the provisions of RFP No. 20-086/LI and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, CONSULTANT's proposal dated October 30, 2020; and (4) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONSULTANT shall commence services on February 1, 2021, and complete all services by January 31, 2024, with one (1) twenty-four (24) month option for renewal at the sole discretion of the COUNTY.

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

ARTICLE 4 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out-of-pocket" expenses specified in paragraph C below shall not exceed an annual contract amount of Two Hundred Thousand Dollars and no cents (\$200,000.00), extended to Six Hundred Thousand Dollars and no cents (\$600,000.00) for the thirty-six (36) month term.

The CONSULTANT shall notify the COUNTY's representative, in writing, when ninety percent (90%) of the "not-to-exceed amount" has been reached. The CONSULTANT shall bill the COUNTY for work performed in fourth of an hour increments (i.e., 15 minute increments). The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the rates set forth in Exhibit B for services rendered toward the completion of the Scope of Work/Services. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. CONSULTANT shall send **ALL ORIGINAL** invoices to: PALM BEACH COUNTY FINANCE DEPT., P.O. BOX 4036, WEST PALM BEACH, FL 33402-4036, with a copy to the COUNTY's representative. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following approval by the COUNTY's representative. Invoices submitted on carbon paper shall not be accepted. In order for the COUNTY to make payment, the CONSULTANT must ensure that the following information included on Appendix B, Business Information, of Exhibit B, CONSULTANT's proposal, must be exactly the same as it appears on the invoice and in the COUNTY's Vendor Self Service (VSS) System, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>: Vendor's Legal Name, Vendor's Address, and Vendor's TIN/FEIN Number.
- C. Out of Pocket Expenses: Any out-of-pocket expenses, including travel, shall be included in the "not-to-exceed total contract amount" listed in Article 4.A. above. All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the COUNTY's Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. 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, F.S.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT's final/last

billing to the COUNTY. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONSULTANT.

- E. In order to do business with Palm Beach County, CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) System, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If CONSULTANT intends to use subcontractors/subconsultants, CONSULTANT must also ensure that all subcontractors/subconsultants are registered as contractors/consultants in VSS. All subcontractor/subcontractor agreements must include a contractual provision requiring that the subcontractor/subconsultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT and all of its subcontractors/subconsultants are registered in VSS.

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, F.S., in the same manner as a second degree misdemeanor.

ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE/MOST FAVORED CUSTOMER

Signature of this Contract by the CONSULTANT 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 CONSULTANT'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 6 within three (3) years following final payment.

Furthermore, the CONSULTANT warrants that the price(s) shall not exceed the CONSULTANT's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the CONSULTANT offers more favorable pricing to one of its customer(s), the CONSULTANT shall extend to the COUNTY the same pricing or the then current market price, whichever is lower.

ARTICLE 7 - TERMINATION

- A. This Contract may be terminated by the CONSULTANT 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 CONSULTANT.

- B. This Contract may also be terminated, in whole or in part, by the COUNTY, **with cause** upon five (5) business days written notice to the CONSULTANT or **without cause** upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.

- C. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT 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 that have not been terminated.

ARTICLE 8 - PERSONNEL

The CONSULTANT 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 CONSULTANT, 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 CONSULTANT's key personnel, as may be listed in Exhibit B, 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 CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

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

ARTICLE 9 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT, CONSULTANT's employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R-2013-1470 and R-2015-0572, as amended. The CONSULTANT is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT: 1) does not comply with the requirements of County Code Section 2-371 – 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 10 - 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 CONSULTANT is encouraged to seek additional small/minority/women business enterprises (S/M/WBEs) for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project, the following provisions of this Article shall apply:

- A. If the CONSULTANT uses subcontractors, CONSULTANT must ensure that all subcontractors are registered as vendors in the COUNTY's Vendor Self Service System. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in the COUNTY's Vendor Self Service System.

- B. 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 CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 11 - EQUAL BUSINESS OPPORTUNITY PROGRAM COMPLIANCE - PENALTIES

It is the policy of the Board of County Commissioners that all segments of its business population including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the COUNTY's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board of County Commissioners adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the COUNTY's requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of CONSULTANT from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.

The CONSULTANT must adhere to the Affirmative Procurement Initiatives (APIs), if any, as incorporated herein as Exhibit D. Failure to comply with this Article 11 is a material breach of this Contract.

- i. CONSULTANT shall report all subcontractor payment information on EBO Schedules 3(A) and 4, or as otherwise required by EBO, and, when the EBO portal is available, input subcontractor payment information directly into the COUNTY's contract management system.

CONSULTANT shall pay subcontractors undisputed amounts within ten (10) days after COUNTY pays the CONSULTANT. In the event of a disputed invoice, the CONSULTANT shall send the subcontractor(s) and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

- ii. CONSULTANT must notify the Office of EBO of changes in S/M/WBE utilization and get prior approval for any substitutions.

The CONSULTANT agrees to pay its subcontractors/subconsultants in compliance with the Florida Prompt Payment Act. In the event CONSULTANT fails to comply with payments(s) to its subcontractors/subconsultants in accordance with the Florida Prompt Payment Act, CONSULTANT shall be subject to any and all penalties and sanctions available under the terms of the EBO Program, its contract with the COUNTY, or any other applicable law.

The Office of EBO has the right to review CONSULTANT's records and interview subcontractors/subconsultants.

Failure to comply with this Article 11 is a material breach of this Contract.

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 CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONSULTANT 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 by the Board of County Commissioners for subsequent fiscal years.

ARTICLE 14 - INSURANCE REQUIREMENTS

Prior to execution of this Contract, the CONSULTANT shall provide evidence of the following minimum required insurance coverage and limits (such as through a Certificate of Insurance) to COUNTY, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Lisa Inkell, Senior Buyer, until otherwise notified by the COUNTY.

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

- A. **Commercial General Liability:** CONSULTANT 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. **Workers' Compensation Insurance & Employer's Liability:** CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- C. **Professional Liability:** CONSULTANT 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 CONSULTANT's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT 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, CONSULTANT 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 CONSULTANT 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.

- D. **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.
- E. **Waiver of Subrogation:** CONSULTANT 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 CONSULTANT 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 CONSULTANT enter into such an agreement on a pre-loss basis.
- F. **Certificates of Insurance:** Prior to each subsequent renewal of this Contract, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the CONSULTANT shall deliver to the COUNTY a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) days' endeavor to notify due to cancellation (10 days' for nonpayment of premium) or non-renewal of coverage. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
Insurance Compliance
PO Box 100085 - DX
Duluth, GA 30096

- G. **Umbrella or Excess Liability:** If necessary, CONSULTANT may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under the Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. CONSULTANT agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.
- H. **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

CONSULTANT 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 CONSULTANT.

ARTICLE 16 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT 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 CONSULTANT 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 CONSULTANT.

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 a court of competent jurisdiction located in Palm Beach County, Florida. 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 CONSULTANT.

ARTICLE 18 - CONFLICT OF INTEREST

The CONSULTANT 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, F.S. and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT 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 CONSULTANT under the terms of this Contract.

ARTICLE 19 - PERFORMANCE DURING EMERGENCIES / EXCUSABLE DELAYS

The CONSULTANT 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 CONSULTANT, 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 CONSULTANT's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONSULTANT'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.

Notwithstanding anything in the foregoing to the contrary, the CONSULTANT agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, the COUNTY shall be given "first priority" for all goods and services under this Contract. CONSULTANT agrees to provide all goods and services to the COUNTY immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this Contract on a "first priority" basis. CONSULTANT shall furnish a 24-hour phone number

to the COUNTY. Failure to provide the goods or services to the COUNTY on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of Contract and subject the CONSULTANT to sanctions from doing further business with the COUNTY.

ARTICLE 20 - ARREARS

The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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.

The CONSULTANT agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Contract which have been created as a part of the CONSULTANT's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONSULTANT or by or in conjunction or consultation with any other party whether or not a party to this Contract, whether or not in privity of contract with the COUNTY or CONSULTANT, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, F.S., 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'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 CONSULTANT 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 CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, 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 CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 24 - PUBLIC RECORDS, ACCESS AND AUDITS

The COUNTY shall have the right to request and review CONSULTANT's books and records to verify CONSULTANT's compliance with this Contract, adherence to the EBO Program and its proposal. The COUNTY shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. The CONSULTANT shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. CONSULTANT shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for five (5) years after project completion date, The COUNTY and the Palm Beach County Inspector General shall have access to such records as required in this Article for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONSULTANT: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the CONSULTANT shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The CONSULTANT is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONSULTANT does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of the Contract, the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

CONSULTANT acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the CONSULTANT to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO

THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 25 - NON-DISCRIMINATION

A. Employer Non-Discrimination

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, 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, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

B. Commercial Non-Discrimination

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

ARTICLE 26 - AUTHORITY TO PRACTICE

The CONSULTANT 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 CONSULTANT 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

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.
- B. **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 CONSULTANT 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 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, 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. Said certification must also be submitted at the time of Contract renewal.

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 CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT 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 CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONSULTANT 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 CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT 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:

Laura Beebe, Director
Department of Airports, Palm Beach County
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

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

Brad DiFiore, Managing Director
Ailevon Pacific Aviation Consulting LLC
1100 Peachtree St NE, STE 250
Atlanta, GA 30309

ARTICLE 32 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT 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 CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT 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.

ARTICLE 34 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONSULTANT shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 35 - E-VERIFY – EMPLOYMENT ELEGIBILITY

CONSULTANT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, CONSULTANT shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the CONSULTANT's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONSULTANT shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONSULTANT's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONSULTANT

to terminate its contract with the subcontractor and CONSULTANT shall immediately terminate its contract with the subcontractor.

If COUNTY terminates this Contract pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

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 CONSULTANT has hereunto set its hand the day and year above written.

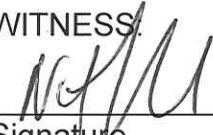
ATTEST:
JOSEPH ABRUZZO
CLERK AND COMPTROLLER

R2021 0144

PALM BEACH COUNTY JAN 12 2021
BOARD OF COUNTY COMMISSIONERS:

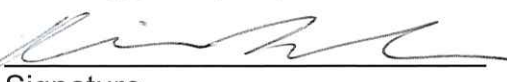
By: 
Deputy Clerk

By: 
Dave Kerner, Mayor

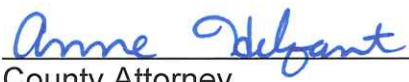
WITNESS:

Signature
Nathan Mal-Lombardo
Name (type or print)

CONSULTANT:
Ailevon Pacific Aviation Consulting LLC
Company Name

Signature


Signature
OLIVER LAMB
Name (type or print)

Brad DiFiore
Typed Name
Managing Director
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
By 
County Attorney

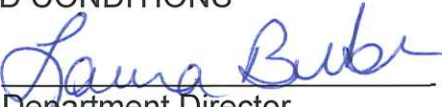
APPROVED AS TO TERMS
AND CONDITIONS
By 
Department Director

EXHIBIT A
SCOPE OF WORK/SERVICES
Contract No. 20-086/LI

1. SCOPE OF WORK/SERVICES

CONSULTANT shall provide air service development consulting services and other related services as may be requested by Palm Beach County's (COUNTY) Department of Airports ("DOA") during the term of this Contract. Except as provided in Section 2., MONTHLY CAPACITY REPORT, services shall be provided on an as needed basis upon the request of DOA. Air service development consulting services may include, but shall not be limited to, the following ("Tasks"):

- a. Assistance with the development of strategic plans to increase air service to destinations/markets that do not currently have nonstop direct service or are underserved.
- b. Development and implementation of air travel-related market research studies and economic analyses, including, but not limited to, research regarding regional, national and international activity patterns and trends among airline passengers, travel agents, and corporate travel managers on regional, national and international levels.
- c. Evaluation of air traffic demand and airfare data from U.S. Department of Transportation and other databases, as well as air service data from airline schedule databases.
- d. Preparation of as-needed analyses, materials, presentations, programs, reports and studies related to the development of new air service and retention of existing air service, including, but not limited to, catchment area demographic and leakage studies, passenger and fare history reports, load factor reports by carrier and destination, competitive service analysis, yield analysis, load factor projections, airline route study and forecasting, business case development, airline incentive programs, and air service strategy and planning.
- e. Identification of the specific airlines and routes that have the best prospects for profitable new air service, underserved destinations and current routes that may be at risk for loss of service.
- f. Preparation and delivery of presentations to airlines or other interested parties on behalf of, or in coordination with, DOA to promote, increase or improve Palm Beach International Airport (PBI) air service.

- g. Preparation and delivery of written meeting minutes to DOA upon DOA's request.
- h. Scheduling and coordination of meetings with appropriate airline representatives.
- i. Maintaining and providing DOA with updated contacts of airline representatives responsible for networking planning and scheduling upon request.
- j. Communicating any material changes in airline plans, personnel or strategies that may impact PBI.
- k. Preparing and providing progress reports regarding status of Deliverables (as hereinafter defined in Section 3., DELIVERABLES) and other services to the DOA Director or designee as requested.
- l. Preparing other reports, correspondence, documentation, information, support materials and presentations as may be requested by the DOA Director or designee.
- m. Providing any other on-call professional aviation consulting services as deemed necessary by the DOA Director or designee.

2. **MONTHLY CAPACITY REPORT**

CONSULTANT shall provide a Monthly Capacity Report for PBI within five (5) business days of the first day of each month, unless otherwise approved in writing by DOA. The Monthly Capacity Report shall be in a form and substance acceptable to the DOA and shall include, at a minimum, the following information: (a) an overview of airline schedule trends, including year over year changes in the total number of monthly seats, flights, carriers and destinations and the total average number of seats per aircraft and average stage length; (b) an airline market share comparison (by flights and seats); (c) a comparison of PBI against peer airports for the month (by flights, seats, number of airlines, number of destinations, average seats per aircraft and averages stage length) and a year over year change in number flights and seats; (d) year over year capacity (flights and seats) by carrier; (e) year over year capacity change (flights and seats) by destination; (f) departures and arrivals by hour (flights); (g) departing and arriving seats by hour; (h) departures by day of the week and airline; (i) departures by day of the week and destination; (j) arrivals by day of the week and airline; (k) arrivals by day of the week and origin; and (l) detailed schedule of arrivals and departures for the month. The DOA may require CONSULTANT to modify the form and content of the Monthly Capacity Report in its reasonable discretion upon prior notice to CONSULTANT. The Monthly Capacity Report shall be at no cost or expense to COUNTY.

3. **DELIVERABLES**

Deliverables shall be defined as any studies, presentations, reports, meeting minutes, analyses, research, support materials, exhibits, documentation, information or any other deliverables requested by DOA under this Contract ("Deliverables"). All Deliverables shall be in a form and substance acceptable to DOA. CONSULTANT shall provide any and all Deliverables at the date and time specified by DOA. CONSULTANT shall provide copies of paid receipts, invoices and other documentation acceptable to COUNTY's Finance Department to receive reimbursement for out-of-pocket expenses.

4. **ESTIMATE OF TIME/COSTS**

Upon DOA's request, CONSULTANT shall provide a written estimate of the number of staff hours and costs, including any out-of-pocket or travel-related costs, for Tasks prior to commencement of work on the assigned Task for prior written approval by the COUNTY's representative ("Cost Estimate"). The Cost Estimate shall be in a form and substance acceptable to DOA. In the event DOA has requested a Cost Estimate, CONSULTANT shall not commence work on an assigned Task until the Cost Estimate is approved in writing by the DOA Director ("Task Authorization"). CONSULTANT shall not exceed the Cost Estimate set forth in the approved Task Authorization without prior written approval of DOA Director. Any costs incurred prior to receipt of an approved Task Authorization shall be at CONSULTANT's sole risk and may not be subject to payment by COUNTY hereunder. Notwithstanding the foregoing, routine telephone conferences, meetings with DOA staff, e-mail, correspondence and other similar routine work shall not require prior written approval or a Cost Estimate prior to commencement of such services, unless CONSULTANT is notified otherwise in writing.

5. **PROJECT MANAGER**

CONSULTANT shall designate a Project Manager (lead person) for this Contract. The Project Manager shall have direct and primary responsibility for CONSULTANT's services to DOA. DOA shall have the right to approve the Project Manager, including any substitution of the Project Manager.

EXHIBIT B
CONSULTANT'S PROPOSAL
Dated October 30, 2020
Contract No. 20-086/LI

(Consisting of 101 Pages)



**Palm Beach County Board of County Commissioners
and
Department of Airports**

**REQUEST FOR PROPOSAL
Air Service Development Consulting Services
RFP NO. 20-086/LI**

→ www.ailevonpacific.com



1100 Peachtree Street, Suite 250
Atlanta, GA 30309
+1 (404) 229-8085

October 30, 2020

Palm Beach County Board of County Commissioners
Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415
ATTENTION: Lisa Inkell, Senior Buyer
RFP No. 20-086/LI

Dear Ms. Inkell:

Ailevon Pacific Aviation Consulting (APAC) welcomes the opportunity to submit this response to the Palm Beach County Department of Airports' Request for Proposals for Air Service Development Consulting Services.

We have developed a package of information for your consideration, outlining our expert team, our Air Service Development experience and our desire to work on behalf of the Palm Beach International Airport.

We do not anticipate using subcontractors for this engagement. I will be the contact person during the period of proposal evaluation,

We would be honored to provide Air Service Development services to the Palm Beach County Department of Airports and look forward to the opportunity to do so.

Sincerely yours,

Brad DiFiore
Managing Director

Ailevon Pacific Aviation Consulting LLC
M (404) 229-8085. F (404) 635-1055
brad.difiore@ailevonpacific.com

Table of Contents

| | |
|--|-----------|
| 3.1 – EXPERIENCE / QUALIFICATIONS / BACKGROUND / REFERENCES | 5 |
| 3.1.1 – EXECUTIVE SUMMARY | 5 |
| 3.1.2 – DESCRIPTION OF BUSINESS ORGANIZATION | 7 |
| 3.1.3 – HISTORY OF COMPANY | 7 |
| 3.1.4 – EXPERIENCE | 7 |
| 3.1.5 – REFERENCES..... | 16 |
| 3.2 – PROJECT APPROACH / UNDERSTANDING INFORMATION | 17 |
| 3.2.1 – OVERVIEW OF PROJECT APPROACH | 17 |
| 3.2.2 - EXAMPLE AIRLINE PRESENTATION | 35 |
| 3.2.3 – EXAMPLE REPORT | 36 |
| 3.2.4 – CASE STUDY | 37 |
| 3.2.5 – SAMPLE PROPOSALS/PRESENTATIONS | 39 |
| 3.3 – KEY PERSONNEL AND OPERATIONS INFORMATION | 40 |
| 3.3.1 – ORGANIZATIONAL CHART | 40 |
| 3.3.2 – KEY PERSONNEL | 40 |
| 3.3.3 – PROJECT MANAGER CONTACT INFORMATION..... | 45 |
| 3.3.4 – SUBCONTRACTORS..... | 46 |
| 3.4 – BUSINESS LOCATION / LOCAL PREFERENCE | 46 |
| ATTACHMENT 1: ARTICLES OF INCORPORATION (3.1.2) | 47 |
| ATTACHMENT 2: EXAMPLE AIRLINE PRESENTATION (3.2.2) | 48 |
| ATTACHMENT 3: EXAMPLE REPORT (3.2.3) | 53 |
| ATTACHMENT 4: KEY PERSONNEL RESUMES (3.2.4) | 62 |
| ATTACHMENT 5: SAMPLE PROPOSALS/PRESENTATIONS (3.2.5) | 65 |
| APPENDIX A – PRICE PROPOSAL | 93 |
| APPENDIX B – BUSINESS INFORMATION | 96 |
| APPENDIX C – OEBO SCHEDULES 1, 2, 3(A) & 4 | 97 |
| APPENDIX D – CERTIFICATION OF BUSINESS LOCATION | 98 |

APPENDIX E – DRUG FREE WORKPLACE CERTIFICATION..... 99
APPENDIX F – DISCLOSURE OF OWNERSHIP INTERESTS 100

3.1 – EXPERIENCE / QUALIFICATIONS / BACKGROUND / REFERENCES

3.1.1 - Executive Summary

APAC is pleased to provide this proposal in response to the Palm Beach County Department of Airports Request for Proposals for Air Service Development Consulting Services RFP NO. 20-086/LI. We are truly excited for this opportunity to introduce you to our firm. While we represent a variety of clients, our passion lies in assisting airports in destination markets. We have a strong track record helping underserved airports in destination markets reach their full potential. We believe that Palm Beach International Airport (PBI) has significant opportunities to leverage the visitor appeal of its destination, particularly in the post-COVID-19 environment. We'd be honored to be selected as your air service development consultant and we'd work tirelessly to validate your confidence in us.

Our Firm

Ailevon Pacific Aviation Consulting LLC (APAC) is a specialty consulting firm focused entirely on air service development (ASD). ASD is what we do. As an independent, client-focused firm, you will find us 100% dedicated to achieving PBI's air service goals. Our reputation is determined by the success of our clients, nothing else. You can expect our team take the competitive landscape of South Florida air service seriously. We relish the idea of helping PBI becoming an even bigger force in the regional landscape.

Our Team

There is no better leader for our PBI team than our Managing Director, Oliver Lamb. Oliver founded his own ASD consulting firm, Pacific Aviation Consulting (PacAv) in Australia in his mid-20's. He soon decided he wanted more opportunity and merged PacAv into what is now APAC in 2014 and moved to America. Since then, the APAC team has grown to 12 industry professionals and over 70 clients around the world. Oliver doesn't believe in sitting back and waiting for things to happen. He will be a dedicated advocate for PBI.

Because of its importance to our firm, we intend to commit a 2nd Lead Consultant to the PBI team. Carrie Kenrick Kelly is a Senior Consultant, having joined Ailevon Pacific in 2017 from Southwest Airlines, where she won the Business Development Department's "Employee of the Year" award in 2016. She is the Primary Consultant for two APAC clients and Secondary Consultant for six. Her clients Asheville, NC and Palm Springs,

CA. have been two of the fastest-growing airports in the nation over the past few years and provide powerful examples of ASD excellence.

Oliver and Carrie will be supported by our Data Analytics team. Though we are a smaller, specialty firm, we have made significant investment in analytical capability on behalf of our clients. Our five-person Data Analytics team provides our consultants with the highest-quality, data-driven research and analysis. And at APAC, the analytical team is solely dedicated to our air service development clients. There is no cross-functional team sharing. The team is led by Lacey Alicie. Lacey joined us in March 2020 from American Airlines, where she specialized in building and developing high-performing analytical teams. Under her leadership, and the guidance of Oliver and Carrie, our Data Analytics team offers PBI an unrivaled range of experience and technical expertise.

Our Experience

Since the founding of our predecessor firms in 2009 and 2011, through our merger in 2014 to today, Ailevon Pacific Aviation Consulting has been focused on the air service development success for our clients. While we've worked with clients of all shapes and sizes, the common thread is success. Today we serve nearly 70 clients around the world, half of those in the United States. We've built the business on a track record of success. Over the past five years, our team has convinced airlines to open nearly 30 new stations and over 270 new routes for our clients.¹ We have the experience PBI needs in an uncertain future.

This document will highlight our capabilities and experience. But ultimately, our enthusiasm is what distinguishes us. We love a good fight, and the South Florida aviation landscape provides one. We are excited to have the privilege of competing for your business, and for PBI.

¹ Includes only wins for U.S. domestic clients active within year-ended November 2020

3.1.2 – Description of Business Organization

Ailevon Pacific Aviation Consulting LLC is a Texas limited liability company with principal offices in Atlanta, Georgia.

3.1.3 – History of Company

Ailevon Pacific Aviation Consulting (“APAC”) is a specialist aviation consulting firm with a particular focus on Air Service Development (“ASD”), serving the needs of airports, destinations, and communities around the world. APAC was formed with the combination of two aviation consulting firms from geographically distinct regions. Pacific Aviation Consulting was founded in 2009 in Australia, and Ailevon was founded in 2011 in the United States. The two firms combined forces in early 2014 to form Ailevon Pacific Aviation Consulting. APAC is owned by the two managing directors, Brad DiFiore and Oliver Lamb.

Ailevon Pacific Aviation Consulting LLC has been registered to do business in the State of Florida since February 2015.

3.1.4 – Experience

Qualifications

Our experience working collaboratively with airports, destinations, governments, and their airline partners on ASD issues is broad and deep. Founded in 2009, we meet the ten years’ demonstrated air service development experience requirement of the RFP.

Today we serve over 60 clients throughout the Americas, the Asia-Pacific Region, and Europe, providing tailored, innovative, and highly insightful analyses. Our team has extensive experience in network planning roles within leading airlines, and we have worked with our clients to present their opportunities at all levels within airlines, from senior leadership to the analysts who make day-to-day network planning decisions.

APAC is geographically diversified, with offices in Atlanta, Dallas, Denver, Edmonton, Phoenix, Seattle and Sydney. By remaining independent, we are wholly focused on our clients, large enough to meet all of their needs, yet small enough to keep them at the center of our attention.

Our Clients

APAC has air service development engagements with clients around the world, including more than 30 in North America alone.² Our work with nearly all clients involves the types of ASD consulting services sought in this RFP: air service market and statistical analysis, airline route studies and forecasts, catchment area demographic and leakage studies; air service strategy and planning, and data analyses and recurrent reporting (traffic, revenue and schedules).

We currently serve 14 U.S. commercial service airports with more than 1,000,000 annual enplanements, surpassing the three-airport minimum requirement.

| AILEVON PACIFIC SERVES 14 U.S. CLIENTS WITH MORE THAN 1M ANNUAL ENPLANEMENTS | |
|---|---------------------|
| DOT T-100 Calendar Year 2019; in millions | |
| Client | Enplanements |
| Las Vegas McCarran Airport | 24.5 |
| Minneapolis/Saint Paul International Airport | 18.9 |
| Oakland International Airport | 6.6 |
| Pittsburgh International Airport | 4.5 |
| Milwaukee Mitchell International Airport | 3.3 |
| Albuquerque International Sunport | 2.7 |
| Omaha Eppley Airfield | 2.4 |
| Boise Airport | 2.0 |
| Louisville International Airport | 2.0 |
| Gerald R. Ford International Airport | 1.8 |
| Tulsa International Airport | 1.5 |
| Savannah Hilton Head International Airport | 1.4 |
| Palm Springs Convention & Visitors Bureau | 1.3 |
| Rochester International Airport | 1.3 |

² Clients with activity within the 12 months ended October 2020

Client Contact List

We are proud of our clients' successes, and we value the trusted relationships we've fostered with leading airlines. We're equally honored by our clients' and airline partners' experiences with us, and we encourage the Selection Committee to conduct their own inquiries with any of our referees.

| AILEVON PACIFIC CLIENT | ANNUAL ENPLANEMENTS | CLIENT SINCE | SERVICES PROVIDED |
|---|---------------------|--------------|---|
| Asheville Regional Airport Contact: <i>Lew Bleiweis</i> Airport Director | 800K | 2015 | General ASD Consulting <i>lbleiweis@flyavl.com</i> |
| Las Vegas McCarran Airport Contact: <i>Chris Jones</i> Chief Marketing Officer | 24.5M | 2015 | General ASD Consulting <i>chrisjo@mccarran.com</i> |
| Louisville International Airport Contact: <i>Dan Mann</i> Executive Director | 2.0zM | 2018 | General ASD Consulting <i>Dan.Mann@flylouisville.com</i> |
| Minneapolis/St Paul International Airport Contact: <i>Brian Peters</i> Director of ASD | 18.9M | 2020 | General ASD Consulting <i>brian.peters@mspmac.org</i> |
| Omaha Eppley Airfield Contact: <i>Steve McCoy</i> Manager of Airline Affairs | 2.4M | 2016 | General ASD Consulting <i>steve.mccoy@flyoma.com</i> |
| Palm Springs Convention & Visitors Bureau Contact: <i>Scott White</i> President and CEO | 1.3M | 2018 | General ASD Consulting <i>swhite@gpscwb.com</i> |
| Pittsburgh International Airport Contact: <i>Bryan Dietz</i> Vice President of ASD | 4.5M | 2016 | ASD Research & Analysis <i>BDietz@Flypittsburgh.com</i> |
| Savannah Hilton Head International Airport Contact: <i>Lori Lynah</i> Director of Marketing & ASD | 1.4M | 2012 | General ASD Consulting <i>llynah@savannahairport.com</i> |
| Vancouver International Airport Contact: <i>Russ Atkinson</i> Director of ASD | 26.4 | 2016 | ASD Strategy & Analysis <i>russell_atkinson@yvr.ca</i> |
| Wilmington International Airport Contact: <i>Julie Wilsey</i> Airport Director | 500K | 2019 | General ASD Consulting <i>fwilsey@flyilm.com</i> |

Trusted by nearly 70 clients worldwide (as of year ended November 2020)



Our Experience in Providing ASD Services

APAC consulting team members have developed their vast expertise in the commercial aviation industry working at airlines and airports. We have specific experience in the network planning departments at American Airlines, Delta Air Lines, Southwest Airlines, Spirit Airlines, United Airlines, and US Airways. Additionally, we have experience working in the air service development offices at Tampa International Airport and Vancouver International Airport. Our experience makes APAC uniquely suited to help our clients meet their air service development goals.

Our air service development consulting portfolio includes:

- Air service development strategies and market assessments
- Air service statistical reporting and data access
- Airline headquarters meetings
- Community outreach visits and education
- Complete in-house preparation of all analyses and presentations
- Customized air service exhibits and presentations
- Incentive Program development
- Market catchment / leakage analyses
- Master plan passenger forecasting
- Representation at industry conferences and events
- Review of U.S. DOT-docketed airline applications and comments
- Route forecasting and market performance analyses
- Small Community Air Service Development ("SCASD") grant applications

APAC continuously monitors aviation industry news and data trends, enabling us to identify opportunities and risks for our clients. Positive trends create opportunities for discussions on increased air service with carriers, while identifying risks ensures that our clients are never surprised when it comes to flight adjustments. While outside circumstances can lead to schedule changes, airports should be aware of under-performing markets and track them carefully. APAC works with its airport clients to ensure that we stay aware of potential changes and nimble in response to strategic realignments.

In addition, we have significant experience developing, negotiating, and implementing air service incentive programs. We have personally managed the implementation of several incentive programs for airlines and airports. We have helped develop an extensive array of programs, including minimum revenue guarantees, ground handling support, airport fee waivers, and airport marketing programs. We also have noteworthy

experience building air service partnerships with community stakeholders such as destination marketing organizations (“DMOs”), chambers of commerce, and local corporations.

APAC conducts its business by fostering close working relationships with our airport partners, their local communities, and the airlines serving them. Our desire to maintain a close relationship with our clients means that we are always cognizant of our workload, and we never want to jeopardize our ability to provide the level of service our airports expect and deserve.

APAC has outstanding analytical capabilities. Our Data Analytics team is solely dedicated to our Air Service Development clients. Our broad range of technical expertise, combined with the experience and insight of our consultants, will provide PBI unparalleled capabilities.

Data Sources

APAC subscribes to multiple data sources in order to ensure it has the most accurate data to review the market. These sources include:

- Cirium Diiio Mi for worldwide schedules data and U.S. Department of Transportation (“DOT”) data covering load factors, domestic traffic, and domestic fares
- International Air Transport Association (“IATA”) AirportIS for international traffic and fares
- Airlines Reporting Corporation (“ARC”) Market Locator for catchment area data

APAC believes this set of tools comprises the most comprehensive toolkit available in the industry, and we look forward to bringing this industry-leading toolkit to PBI.

Air Service Market and Statistical Analysis

We provide our clients with a full suite of quarterly reports that compare and contrast your market with nearby competing airports. We also monitor weekly and monthly capacity changes, enabling us to identify schedule changes and opportunities for carrier discussions long before a flight leaves the gate.

In addition to regularly scheduled reports, we can perform *ad hoc* benchmark analyses at the request of a client. We will use regional competing airports and/or a defined set of proxy markets that possess similar

characteristics. Analyses could include, but not be limited to: RASM performance, capacity trends, as well as key economic and demographic metrics.

We also have developed an in-house, robust reporting dashboard that can be tailored to the unique needs of your markets and audiences.

Airline Route Studies and Forecasts

Our past experience working in airline Network Planning departments has taught us that route forecasting is more than just data analysis. It is a quantitative and qualitative process that balances the fine line between art and science. Plenty of available tools can generate a forecast output, but we take it a few steps farther.

We use a proprietary, QSI-based forecasting model developed in-house that provides a sound basis for estimating passenger demand and revenue at the segment level. We then further apply our experience running route forecasts to fine-tune our projections. Our results initially combine the strong analytics of our base model with our past experience reviewing both flown and forecast performance within an airline.

As the final (and most important) step, we consider the local economic and regional nuances that make each community's narrative unique. It is this "secret sauce" that ultimately enables us to tweak the turn-key results, yielding projections that stay faithful to the intrinsic analytical basis of forecasting, while recognizing that no two opportunities are alike.

Data Analysis and Recurrent Reporting

The basis of APAC's trend analysis comes from tracking capacity, traffic, fare, and load factor data from our tools Diio Mi, for domestic markets, and IATA AirportIS for international service. We also gather critical insights from conversations with key industry contacts. Future capacity changes are uploaded weekly on Friday nights, and we set up automated reports to notify us of any changes at our client airports. Load factor and international traffic and revenue data are updated monthly, and domestic traffic and revenue data are released quarterly. To better monitor trends as new data is released, APAC has built custom models for each of our clients that inputs updates from these datasets and automatically produces graphs showing the trends visually. APAC would work with PBI to set up this model to tailor the dashboards to its preferences.

Catchment Analysis/Leakage Studies

Traditional traffic data does not capture the full potential of demand in markets such as PBI, where alternative airports are located within a reasonable driving distance. Assessing the potential available traffic from an airport in a competitive region like South Florida is accomplished through a well-executed Catchment Analysis/Leakage Study.

APAC is an expert in the development of these studies. Using ARC Market Locator and U.S. DOT data as the baseline data, we've completed over 30 large-scale Catchment Analysis/Leakage Studies on behalf of 19 clients in the past four years. We also are highly skilled at weaving this important data into other work, including airline route cases and trend analysis.

Air Service Development Successes

The tables below reflect the air service wins of active domestic airport clients over the past five years. We are proud of roll in making these happen for our clients. Big or small, we work hard to attain success for all of our clients.

We are particularly proud of our role in helping improve air service in destination markets like Asheville, Las Vegas, Palm Springs and Savannah/Hilton Head. Building air service in destination markets is tangibly different than in other types of markets: Traffic growth is driven by building new inbound demand more so than stimulating local outbound demand. We also know that the role of the destination marketing organization (DMO) is critical. In each of these markets, we've helped strengthen the coordination between the airport and the DMO. This is important because building a cohesive strategy and message is critical to growing air service.

Air Service Development Successes 2016-2020 (Active U.S. clients only)

| AILEVON PACIFIC SUCCESSES - DOMESTIC CLIENTS 2016-2020 | | | | | |
|---|-----------------|-------------|-----------------|-----------------|-----------------|
| New Market, Route and Aircraft Base Achievements | | | | | |
| ABQ - Albuquerque International Airport | 2016 | 2017 | 2018 | 2019 | 2020 |
| Frontier (Market Launch 2017) | | DEN | MCO | | |
| Southwest | AUS | | SJC | | |
| ABE - Lehigh Valley International Airport | 2016 | 2017 | 2018 | 2019 | 2020 |
| Allegiant (Base Launch in 2019) | | | | BNA/FLL/SAV | PGD |
| American | | | | ORD | |
| United | | | | | IAD |
| AVL - Asheville Regional Airport | 2016 | 2017 | 2018 | 2019 | 2020 |
| Allegiant | BWI/EWR | | DEN | SRQ | AUS/BOS/HOU/MDW |
| American | | | DFW | LGA/PHL | |
| Delta | | | | DTW | |
| United | | | | IAD | |
| CID - Eastern Iowa Airport | 2016 | 2017 | 2018 | 2019 | 2020 |
| Allegiant | | | | BNA | |
| American | CLT | | | PHX | |
| CAE - Columbia Metropolitan Airport | 2016 | 2017 | 2018 | 2019 | 2020 |
| American | | | | LGA/MIA | |
| Silver (Market Launch 2020) | | | | | FLL/MCO/TPA |
| ERI - Erie Regional Airport | 2016 | 2017 | 2018 | 2019 | 2020 |
| American | | | | | CLT |
| United | | | | | IAD |
| FNT - Flint Bishop International Airport | 2016 | 2017 | 2018 | 2019 | 2020 |
| Allegiant (Market Launch 2016) | PIE/SFB | PGD | FLL/MYR | SRQ | BNA |
| American | | | | CLT | |
| FWA - Fort Wayne International Airport | 2016 | 2017 | 2018 | 2019 | 2020 |
| Allegiant | | | | SRQ | LAS |
| American | | | PHL | | |
| GRR - Gerald R. Ford International Airport | 2016 | 2017 | 2018 | 2019 | 2020 |
| Allegiant (Base Airport Launch in 2019) | | | | BNA/SAV/SRQ | JAX/LAX/MSY |
| American | | | | | |
| Frontier (Market Launch 2017) | | DCA | MIA/PHX | | |
| Southwest (Market Launch 2013) | | MCO/RSW | DEN/PHL/PHX/TPA | | |
| Allegiant (Market Launch 2017) | | | | | BNA |
| Sun Country (Market Launch 2015) | | | | AUS/RSW | |
| GPT - Gulfport/Biloxi International Airport | 2016 | 2017 | 2018 | 2019 | 2020 |
| Allegiant (Market Launch 2017) | | SFB | | | |
| Sun Country (Market Launch 2015) | | | | | |
| HSV - Huntsville International Airport | 2016 | 2017 | 2018 | 2019 | 2020 |
| Frontier (Market Launch 2019) | | | | DEN/MCO | |
| Silver (Market Launch 2019) | | | | MCO | |
| ICT - Wichita Eisenhower National Airport | 2016 | 2017 | 2018 | 2019 | 2020 |
| Allegiant | | | | VPS | |
| Frontier (Market Launch 2018) | | | DEN | | |
| Southwest | | | | | DEN/HOU |
| LAS - Las Vegas (LVCVA) | 2016 | 2017 | 2018 | 2019 | 2020 |
| Allegiant | ABQ/ELP/MCI/STS | | | CPR/RDM | FWA/SAN/TUS |
| Delta | SAN | | | LGB | PDX/RDU |
| EL AL (Market Launch 2019) | | | | TLV | |
| Eurowings (Market Launch 2019) | | | | DUS/FRA | MUC |
| Frontier | | | | OGG | |
| Hawaiian | | | | | |
| JetBlue | | | | | BDL/EWR/LAX/RIC |
| KLM (Market Launch 2019) | | | | AMS | |
| LATAM (Market Launch 2018) | | | GRU | | |
| LEVEL (Market Launch 2019) | | | | ORY | |
| Spirit | | CAK/SEA | CMH | BNA/BUR/SMF | |
| Sun Country | | | | 10 seasonal mkt | |
| Swoop (Market Launch 2019) | | | | YEW/YXU/YWG | |
| Virgin Atlantic | | | | MAN | |
| VivaAerobus (Market Launch 2019) | | | | MTY | |
| Volaris | | | | | BIX |

| LEX - Lexington Blue Grass Airport | 2016 | 2017 | 2018 | 2019 | 2020 |
|--|-----------------|----------------|-------------|-------------|-------------|
| Allegiant | | | | | |
| United | | | | IAD | |
| MKE- Milwaukee Gen Mitchell Airport | 2016 | 2017 | 2018 | 2019 | 2020 |
| Air Canada | | | YYZ | | |
| Alaska | | PDX | | | |
| Delta | | SEA/SLC | | | |
| Frontier | | PHL/PHX/TPA | RDU | | |
| Southwest | | BNA/CLE | DAL, HOU | | |
| United | | | | | RSW, TPA |
| OMA - Omaha Eppley Airfield | 2016 | 2017 | 2018 | 2019 | 2020 |
| Air Canada (Market Launch 2018) | | | YYZ | | |
| Alaska | PDX | SAN | | | |
| Allegiant | | AZA/LAS/PGD | | VPS | |
| American | LAX | MIA | PHL | | |
| Delta | | | | LAX | |
| Frontier | | RSW | LAS/PHL | | |
| Southwest | DCA | HOU | | BNA/SAN | ATL |
| United | SFO | | | | |
| PIA - Peoria International Airport | 2016 | 2017 | 2018 | 2019 | 2020 |
| Allegiant | | VPS | | | BNA |
| American | CLT | | | | |
| PIT - Pittsburgh International Airport | 2016 | 2017 | 2018 | 2019 | 2020 |
| Air Canada | | | YUL | | |
| Alaska (Market Launch 2018) | | | SEA | | |
| Allegiant | AUS/MSY/PBI/SAV | VPS | CHS/SRQ | | BNA |
| Delta | | BOS | SLC | RDU | LAX |
| Frontier (Market Launch 2016) | DEN, MCO | | | | PBI |
| JetBlue | | | | BOS | FLL/PBI |
| Southwest | LAX/STL | MSY | | | DEN/OAK/PHX |
| Spirit (Market Launch 2017) | | 10 new markets | | | |
| United | | | | | RSW |
| PSP - Greater Palms Springs CVB | 2016 | 2017 | 2018 | 2019 | 2020 |
| Alaska | | | | PAE | BOI/RNO/SJC |
| Allegiant | | | | | BOI/EUG |
| American | | | | | PHL |
| Delta | | | ATL | | LAX |
| Frontier | | | ORD | | |
| JetBlue | | | | BOS | |
| Southwest (Market Launch 2020) | | | | | DEN/OAK/PHX |
| Sun County | | | PDX/SFO | | |
| United | | | EWR | | |
| ROC - Rochester International Airport | 2016 | 2017 | 2018 | 2019 | 2020 |
| Allegiant | | PGD | | | |
| American | | | | | MIA |
| JetBlue | | | | BOS | |
| Southwest | | | | RSW | FLL |
| United | | | | | RSW, TPA |
| SAV - Savannah/Hilton Head Intl Airport | 2016 | 2017 | 2018 | 2019 | 2020 |
| Air Canada (Market Launch 2017) | | YYZ | | | |
| Allegiant (Market Launch 2015/Base in 2019) | BWI/EWR/IND/PIT | CLE/SDF | BNA/PVD | ABE/GRR | BLV/HOU/MDW |
| American | | | LGA/MIA/ORD | | |
| Frontier (Market Launch 2018) | | | DEN/PHL | | |
| Southwest (Market Launch 2021) | | | | | |
| United | | | | DEN | |
| SDF - Louisville Muhammad Ali Airport | 2016 | 2017 | 2018 | 2019 | 2020 |
| Allegiant | | | JAX/MYR | MSY/SRQ | SRQ |
| American | | | | LAX | |
| Frontier (Market Launch 2018) | | | AUS/DEN/MCO | | |
| Southwest | | | HOU | DAL/FLL | ATL/RSW |
| United | | | | | RSW/TPA |
| TOL - Toledo Express Airport | 2016 | 2017 | 2018 | 2019 | 2020 |
| Allegiant | | | | VPS | |

3.1.5 – References

We are pleased to offer the following references to attest to our capabilities and performance.



Greater Palm Spring Convention & Visitors Bureau
Scott White
President and CEO
(760) 969-1302
swhite@gpscvb.com



Vancouver International Airport
Russ Atkinson
Director of Air Service Development
(604) 276-6021
russell_atkinson@yvr.ca



Wilmington International Airport
Julie Wilsey
Airport Director
(910) 341-4333
jwilsey@flyilm.com



Bermuda Airport Authority
Justin Simons
Chief Administrative Offiver
(441) 242-2009
jsimons@airportauthority.bm

3.2 – PROJECT APPROACH / UNDERSTANDING INFORMATION

3.2.1 – Overview of Project Approach

We tailor our program of work to our client's ambition—and even then, we challenge our clients to be even more ambitious. In this section, we outline APAC's view of the defining characteristics of PBI's market, our proposed approach and methodology, as well as our initial identification of target opportunities. We recognize that following more comprehensive discussions with PBI and its partners, including Discover The Palm Beaches and the tourism representatives of Martin, St. Lucie and Indian River Counties³, our proposed approach, methodology and targets will likely be refined.

PBI's Market Characteristics

PBI lies at the heart of Palm Beach county, Florida's wealthiest and third-most populous county. Forming the northern end of the Miami metropolitan area, as well as the southern end of the Treasure Coast region, PBI



straddles both a major metropolitan market as well as a premier tourism destination. As much as PBI has built a reputation as a gateway to some of the U.S.' leading beachfront leisure destinations, PBI's coverage of a significant population and business base in its own right must be included in air service considerations.

Tourism to PBI's immediate region has soared, with visitor demand to Palm Beach County in particular outpacing overall South Florida visitor demand growth by a factor of 2⁴. Strong growth has also been identified by Treasure Coast counties. While additional accommodation and infrastructure needs have been correctly identified as key enablers for supporting ongoing growth, air access will develop as a increasingly significant enabler for growth – or in the counterfactual, as a roadblock for future growth.

³ Collectively referred to as 'Treasure Coast'

⁴ Discover The Palm Beaches 2020 Marketing Plan

St. Lucie County has identified that just 25% of its visitors arrive by air, resulting in a significant opportunity for increased visitor growth by air. In APAC's experience, drive markets form an essential core demand for many destinations, however such drive markets are typically geographically limited (within a comfortable drive time) and present a finite level of opportunity for an aspirational and ambitious tourism market. As such, air access represents the opportunity for markets like Palm Beach and the Treasure Coast to 'break out' of established tourism patterns into new markets. Indeed, South Florida's historical experience has proven this to be true: The advent of rail travel, and subsequently air travel, opened up new visitor markets from progressively further afield, from the U.S. Northeast, to the Midwest, and subsequently from Canada and Europe.



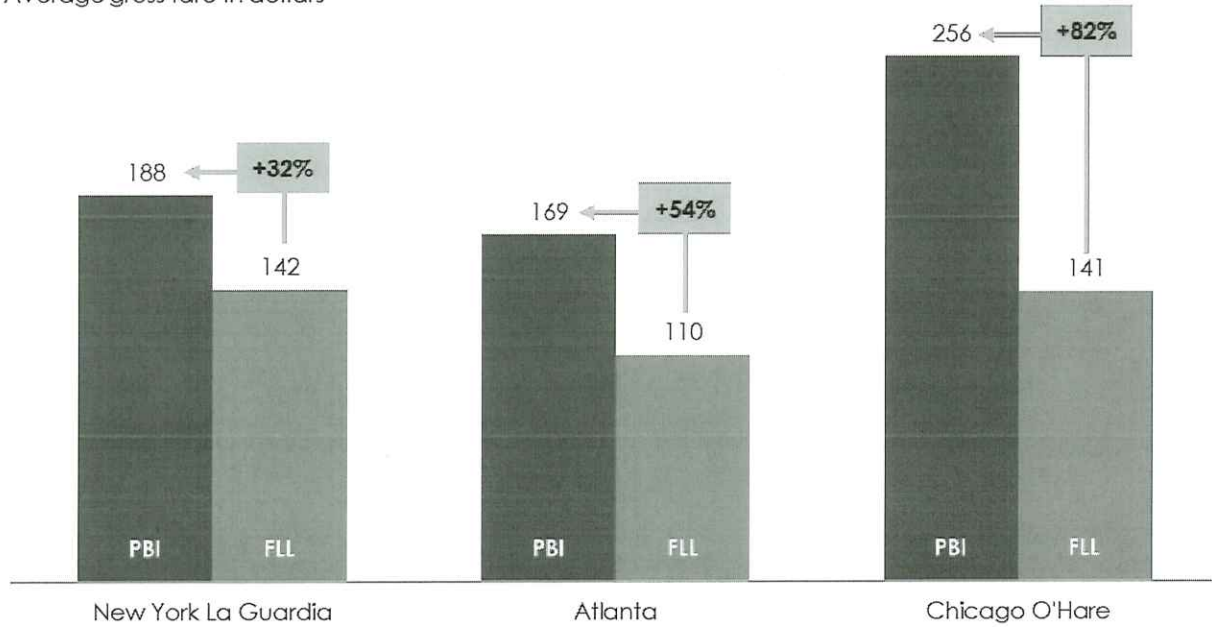
However, PBI not only sits at the confluence of overlapping metropolitan and tourism regions, but also of airport catchments: While PBI has an enviable position at the core of Palm Beach County, Fort Lauderdale International Airport ("FLL") to the south, with a more extensive network and often lower fares to key markets, siphons significant potential demand from PBI, particularly from the central and southern reaches of the County. And while the overlapping airport catchments to the north have less of a scale advantage, both

Vero Beach and Orlando Melbourne International Airport provide competing and alternative air access points for visitors to and residents of the Treasure Coast.

Through the COVID-19 crisis, we have seen two major trends in markets with multiple and overlapping airport catchment areas: Firstly, with shrinking demand, fleets and workforces, we have seen major airlines consolidate air services in such markets, concluding services to some airports and directing demand to the remaining nearby airports. Secondly, and perhaps paradoxically, we have seen airlines expand their footprint into multiple airports within the same catchment area: Southwest Airlines' expansion to Miami International Airport (MIA), Houston George Bush Intercontinental Airport (IAH) and Chicago O'Hare (ORD). These two countervailing forces are extremely important to monitor in overlapping markets like PBI's market, however at this stage it appears that PBI – and South Florida more generally – is benefiting from greater market appeal that leads to more, rather than less relative air service.

A final consideration – and key characteristic of PBI's market – is the role that air fare pricing plays in overlapping catchment areas. While APAC believes that Palm Beach County's relative wealth and PBI's appeal gives PBI a pricing premium for local travelers, many visitors to South Florida are price-sensitive leisure travelers. As these travelers – often frequent visitors – become more savvy in checking nearby airports for lower fares, price-sensitive booking patterns can often disadvantage markets with higher average fares. As an example, APAC has examined the average airfares for between PBI & FLL for three key markets: New York La Guardia, Atlanta and Chicago. This analysis shows that for an average traveler from any of these three markets, airfares to PBI are between a third more to nearly twice as much more than airfares to FLL.

AVERAGE FARES BETWEEN NEW YORK/ATLANTA/CHICAGO & PBI/FLL, YE Q1 2020
Average gross fare in dollars



Source: US DOT via DiioMi by Cirium, Ailevon Pacific Aviation Consulting analysis

Figure 1 - Average Fares for PBI & FLL

It should be noted, however, that higher airfares are not an unalloyed negative factor for an airport: In fact, many airlines see higher airfares as a key market attribute that entices them to launch new services to that market. In this regard, we consider that PBI is likely to be a very attractive opportunity for many new airlines.

APAC's Approach

APAC is no stranger to destination markets with overlapping airport catchment areas: From Palm Springs, California to Wilmington, North Carolina, APAC has worked with airport clients in destination markets where nearby airports have offered more extensive networks and lower fares. As discussed above, higher airfares act simultaneously as a 'demand push factor' for inbound passenger demand (pushing many to nearby, lower fare airports), as well as 'supply pull factor' for airline services (attracting airlines to higher fare – and therefore higher margin airports). However, too much of either factor leads to negative outcomes – either an exodus of passengers if fares remain stubbornly high or an exodus of airline services if too much competition and lower fares are enticed. Balancing these forces is what marks the success of APAC's airport-airline relationships. Should we have the opportunity to work with PBI, we believe that the right balance can be struck.

In particular, APAC believes in strong and constructive relationships with our clients' airline partners. With our prior experience 'on the other side of the table' working for airlines, and through extensive formal and informal contact with our airline colleagues across the industry, we share our client's stories, we listen to airlines' experience, and we explain our objectives. This approach has led to a partnership mentality, whereby we feel airlines become invested in the success of the market and provide more candid feedback to highlight how the market can grow.

Similarly, we believe that a partnership approach on the client side is essential, and even critical in markets like PBI: Working with destination marketing organizations (DMOs), local chambers of commerce and other drivers of demand (such as local business, education and tourism providers) ensures that we learn from their experiences and understand their needs, while sharing our client's ambitions. This allows all partners to align focus in marketing, access development and share insights for the common objective. In this spirit, APAC regularly provides air service development (ASD) overviews to not only our clients and their airline partners, but also to our clients' key stakeholders. We have learned that sharing the ASD story, process and our approach leads to a huge amount of goodwill across a market, and it is an approach that we look forward to developing with PBI.

Our Methodology

We are looking forward to working with PBI. We have developed an initial plan that covers our areas of focus as we work together with you on securing PBI's air service potential. Responding to PBI's air service needs, uncovering new opportunities for growth

Developing a Comprehensive Air Service Development Strategy

While we have outlined our preliminary understanding of the market in the previous section, we believe the most effective ASD teams have a 'roadmap' – or Strategy – that guides their ASD activities. Ensuring that a Strategy adapts to changing circumstances is essential, and so rather than a monolithic, inflexible ASD Strategy, APAC seeks to build ASD strategies that guide focuses and build principles around air service. The key objective of an outstanding air service development strategy is to understand the air service in the current market and identify the region's opportunities to grow the market for the benefit of the community.

In order to deliver an air service development strategy for PBI, APAC takes a comprehensive approach that includes three main steps:

1. Data Collection
2. Market Assessment
3. Marketing Plan Development



Data Collection

APAC begins developing the Strategy with an extensive effort to collect commercial aviation data pertaining to air service development at PBI. The effort starts with a review of the previous work that PBI has undertaken in its air service development efforts. From there, APAC subscribes to multiple data sources in order to ensure it has the most accurate data to review the market. These sources include:

- Diio Mi for worldwide schedules data and U.S. Department of Transportation (“DOT”) data covering load factors, domestic traffic, and domestic fares
- International Air Transport Association (“IATA”) AirportIS for international traffic and fares
- Airlines Reporting Corporation (“ARC”) Market Locator for catchment area data

APAC believes this set of tools comprises the most comprehensive toolkit available in the industry, and we look forward to bringing this industry-leading toolkit to PBI.

Next, APAC understands the importance of gathering data on the local community, enhancing our air service development cases with hard-to-uncover local insights. Our ultimate target audience is airline network planners, and in many instances, they have access to aviation data themselves to perform their own analyses. What many airline planners do not know is what is happening in the community, especially regarding the client's catchment area, tourism developments or corporate partnerships. If visitor information is available from local DMOs or economic development organizations, APAC can use these insights to augment the aviation data. With this data, APAC can work with its clients to develop a persuasive narrative about the market itself as it identifies market opportunities.

APAC often discovers that existing data does not capture the full potential of demand in markets such as Palm Beach County, where alternative airports are located within a reasonable driving distance. If PBI desires, APAC can perform a full catchment area study assessing "leakage," where residents of the local area fly from other airports within driving distance. If PBI elects to undertake this study, APAC will use ARC Market Locator and U.S. DOT data. This analysis would highlight:

- Airport usage by zip code for PBI's primary catchment area, as well as any secondary areas in which PBI competes with neighboring airports
- Top origin-destination markets by airport usage
- A breakdown of key origin-destination markets by zip code
- Carrier usage by zip code
- Catchment area leakage by market
- Catchment area leakage by cabin class
- Catchment area revenue leakage
- Point of Sale for PBI Passengers
- Points of Origin for passengers destined to PBI

In its catchment area studies, APAC uses ARC data instead of bookings data from a traditional global distribution system. The benefit of ARC data is the ability to identify the ticketing location by the passenger's

billing zip code versus the zip code of the travel agency. This precision enables a far more accurate look at actual passenger behavior. The primary catchment area shall be defined based on a list of zip codes furnished by PBI. If PBI has not previously defined its primary zone, APAC will use its analysis of the ARC data to determine logical zonal boundaries based on both airline booking trends and the geographic position of other airports in the region.

Market Assessment

Once the data gathering step is complete, the next step is a complete market assessment and review, airline by airline, yielding future air service market opportunities, including both potential new services and expansion of existing services. This step will include:

- Historical traffic, fare, and revenue trends at PBI and the South Florida region using data from the U.S. DOT for domestic markets and IATA AirportIS for international markets
- Definition and assessment of the set of competitive and peer airports
- Preparation of an air carrier review, including current network strategies and future capacity plans, relative to each airline's strategy and potential ability to commence and/or grow service
- Assessment of the possibility of recapturing passengers who are using other airports in the region
- Estimated airline profitability for any identified market opportunities to gain a sense of any financial shortfalls that might exist
- Identification of the need to apply any incentives or cost-abatement measures, based on the review of airline profitability

Marketing Plan Development



An outstanding marketing plan builds upon the air service development plan to drive carrier success in the market. With the analysis APAC conducts, we create detailed airline or route specific engagement plans. These plans will consist of recommendations to continue building on PBI's air service development strengths, and they will include strategic and tactical initiatives reflecting current and projected industry dynamics, including:

- ➔ Definition of airline or route specific engagement strategies for new market opportunities
- ➔ Definition of airline or route specific engagement strategies to gain additional capacity in current markets
- ➔ Definition of airline or route specific engagement strategies to retain current air service on those routes that could be at risk due to specific market performance or industry dynamics
- ➔ Analysis of opportunities to meet with airline planners at air service development conferences, or alternatively, at scheduled visits to their corporate headquarters

In order to know which airlines to target with which opportunities, we must consider airline strategy and industry dynamics. APAC therefore continually monitors commercial aviation industry news and developments that could affect our clients. To do this, we follow airline earnings calls, review carriers' investor presentations, receive daily newsletters from many reputable industry associations and news outlets, and subscribe to other industry publications. Airlines also present their latest strategies at the Airport Roundtable Series events we organize, and often we apply the latest insights and intelligence from those meetings.

Once we have decided which opportunities to present to carriers, the next step is to determine the appropriate venue for approaching each carrier. APAC recommends that our airport clients set a goal – and subject to COVID-19 restrictions – to meet with their incumbent carriers at least once a year, and that potential new entrant carriers be engaged as opportunities become available. For the new entrants, the first opportunity for an initial conversation usually occurs during the quick "speed-dating" meetings at annual air service development conferences. Once a relationship is established, headquarters visits provide a more intimate setting, and often allow for valuable informal discussions as well. Better still would be to host planners from a new entrant airline for familiarization tours or local festivals that allow them to experience the unique aspects of the Palm Beach-Treasure Coast area firsthand.

"The Ailevon Pacific team is knowledgeable and consistently provides high-quality analysis. They represent their clients well."

John Kirby

Vice President, Network Planning

Spirit Airlines

Increasing Nonstop Direct Service to Unserved Destinations and Expanding PBI's Air Service

Based on our initial review, we believe that there are three areas of initial focus for PBI that may yield the greatest growth:

1. New Nonstop Domestic Markets
2. Lower Fares Through Competition
3. Growing International Demand

New Nonstop Domestic Markets

APAC has reviewed industry data, as well as local data from Discover The Palm Beaches and Treasure Coast counties. Through this review, we have concluded that PBI's most important air service markets are:

- Greater New York City
- Washington DC Metro
- Chicago
- Atlanta
- Greater Boston
- Philadelphia
- Los Angeles
- Dallas Ft. Worth Metroplex

APAC is pleased to see that PBI retains air services to each of those markets, and often multiple airports within those markets, despite the service reductions caused by the COVID-19 pandemic. The next tier of markets – Detroit, Houston, Toronto and Montreal – are also significant markets for PBI, and based on current schedules, we foresee those markets returning to PBI on a nonstop basis in the coming months.



Beyond these current and anticipated markets, APAC identifies four new domestic priority markets for PBI: **Denver, Las Vegas, Nashville and San Francisco**. Each of these markets has shown significant South Florida demand, and provides significant onward connecting possibilities for demand to reach PBI. APAC also suspects that these markets represent a significant proportion of demand to Palm Beach County and the Treasure Coast that 'leaks' through FLL. Three of these opportunities lie in the Western U.S., reflecting PBI's relative lack of transcontinental services. Given the sizeable population centers on the West Coast, the wealth of both Palm Beach County and the West Coast, and the proven strength of West Coast-South Florida demand, we believe that new Western U.S.-PBI routes such as these would be very successful. Closer to home, we see the role that airlines like Allegiant have played in building demand from small to medium sized cities into PBI and South Florida, and we look forward to similar stimulation in larger markets such as Nashville.

Lower Fares Through Competition

As previously outlined, APAC believes that PBI's higher fares dampen demand, and cause price-sensitive travelers to 'leak' nonstop services to FLL (in particular). Recapturing this demand will allow PBI to grow its air services and provide a better experience to visitors and residents alike whose demand lies truly within PBI's local area.

We see the moderating influence of increased competition on airfares in many of PBI's core markets. In the key New York La Guardia (LGA) market, for instance, both Delta and JetBlue offer nonstop services to both PBI and FLL. However, Spirit additionally serves LGA-FLL on a nonstop basis. The addition of a third carrier, and an ultra low cost carrier (ULCC), has the effect of reducing overall LGA-FLL fares by 32% compared to LGA-PBI fares, as well as reducing the fares of both Delta and JetBlue. We see a similar effect in the Atlanta market, where the addition of Spirit Airlines has seen both a dramatic reduction in airfares across the market, but also for the two carriers that serve Atlanta from both PBI & FLL: Delta and Southwest.

Growing PBI's air services, and concurrently reducing airfare differentials between PBI & competitor airports will require this level of market-by-market analytical rigor. However, as previously stressed, it is essential that PBI doesn't 'kill the golden goose' by targeting too much competitive growth all at once. A measured approach to reducing airfares can result in significant gain without causing airline service disruption.

Growing International Demand

PBI has had significant success in becoming a destination of choice for Canadian snowbird travelers, and has uniquely succeeded in attracting both English-speaking and French-speaking source markets. Developing PBI's ability to further attract international services⁵, and its appeal to those markets, will be a key component of a post-COVID air service development strategy.

PBI's position within the broader South Florida and geographical context means that it is essential to monitor demand growth to and from Latin America. However, APAC believes that PBI's greatest international potential lies in expanding Canadian & Bahamas services, and attracting nonstop flights from Europe. In particular, we see a key opportunity for nonstop links between Ottawa, Nassau and London (UK). We recognize that international route development is especially challenging, and all the more so in a post-COVID context, but APAC nonetheless looks forward to the opportunity of bringing the world to PBI.

Strengthening Relationships with Airlines

While data underpins our insights, those insights will gain no air service development traction without the right airline relationships. APAC commends the Palm Beach County Board of Commissioners and Department of

⁵ Including sufficient CBP facilities

Airports in recognizing the importance of strong airline relationships at the highest levels in this RFP. APAC brings an unparalleled diversity and strength of relationships with airlines to our clients. Because we have gained the trust of airline partners over many years, they know that when we present an idea to them, these ideas will be realistic propositions, thoroughly researched, and delivered in a compelling way. They therefore welcome us when we bring our clients to meet them.

Although APAC consultants no longer work directly for airlines, we continue to maintain both personal and professional relationships with our former colleagues. These relationships allow us to stay current with the strategies and developments of these airlines, and we use this network to benefit our clients.

APAC has extensive airline contacts at all levels. As APAC consultants were all former airline planners, and our relationships among this small community of experts stems from our initial membership in the community. Many APAC consultants used to be the airline representatives sitting at the table at air service development conferences. As we continue to attend air service development conferences as consultants, we get to know more members of the air service community. As our contacts grow, so does our network, and we usually hear about personnel changes almost as they occur, which helps us to keep our contact lists current. Another unique way that APAC maintains its airline contacts is through the Airport Roundtable Series, as we invite four to five airlines to speak about their airline strategies at each of the three to four events we organize each year.

Furthermore, our office locations in airline headquarters cities enable APAC consultants to maintain close contact with the airline planners in these cities through frequent lunches and other informal discussions. In fact, many of our core relationships with key airline planners extend beyond the traditional business day and include social activities outside normal operating hours. While we approach all relationships with our airline partners with professionalism and integrity, we also believe that informal, casual rapport can be an equally instrumental component of successful air service development efforts on behalf of our clients.

APAC offices are located in the headquarters cities of four of the five largest airlines in the U.S.:

- Our offices in Atlanta, Georgia are near the corporate headquarters of Delta Air Lines.

- Our offices in the Dallas, Texas Metroplex are near the corporate headquarters of both American Airlines and Southwest Airlines.
- Our offices in Denver, Colorado are close to the corporate headquarters of Frontier Airlines.
- Our office in Seattle, Washington is near the corporate headquarters of Alaska Airlines.

Airline Presentations

Once we have identified the opportunities in the air service development strategy, and those opportunities have been matched with a target carrier, the next step is to develop a persuasive presentation outlining the route opportunity. The level of detail contained in the presentation depends on the type of meeting, with short air service development conference meetings for new entrant carriers serving more as introductions about the community. Headquarters meetings allow for more detailed presentations, often including detailed route forecasts. Irrespective of the format, APAC will present PBI's opportunities in the most compelling light.

When route forecasts are appropriate, APAC relies on our experience as airline network planners, where we learned that airline network planning is much more than just data analysis. It is a quantitative and qualitative process that balances a fine line between art and science. Many available tools can generate a forecast output, but at APAC, we take the process a few steps further.

We start by using a proprietary model developed internally to forecast passenger demand and revenue at the segment level. We then further apply our experience running route forecasts to fine-tune our projections. Our results initially combine the strong analytics of our base model with our past experience reviewing and calibrating both flown and forecast performance at the particular airline we are analyzing.

After we get the initial standardized results, we consider the local economic, social, and demographic nuances that make each community's narrative unique. It is this vital qualitative assessment that ultimately enables us to tailor the results, yielding projections that stay faithful to the intrinsic analytical basis of forecasting, while recognizing that no two opportunities are alike.

Once the analysis is complete, we craft the actual presentation. Our creative touches transform the sterile, monotonous aspects of data analytics into readable, colorful, and attractive exhibits that resonate with both

our clients and persuade our airline partners. In our previous roles as airline planners, we saw all too often how an otherwise robust analysis by a consultant or airport could be easily glossed over if it was not packaged properly, or if it was based on a template used repeatedly for multiple airport clients. Our steps as consultants to enhance a professional and thorough presentation put our clients ahead of their competition.

APAC also understands the importance of infusing carrier presentations with the persuasive narrative about the local community that we developed as part of the data collection step. As airline planners will perform their own analyses to make decisions on their route network, it is critically important that we impart local knowledge to them. With this additional understanding of the market's dynamics, the airlines can tailor their view and make adjustments to develop their own qualitative assessment in their analyses.

Airline Meetings

Airline meetings can often be the most crucial interaction for an airport's air service opportunities, and APAC ensures that these meetings are used to their fullest potential. APAC has participated in hundreds of meetings with air carriers to persuade them to adjust their air service. The main venues for these meetings are at air service development conferences, at airline headquarters meetings, and at familiarization visits in the client community.

Air Service Development Conferences

Air service development conferences can often seem to be hurried, chaotic affairs for many airports. At APAC, we see these conferences as an opportunity to help our clients to "cut through the clutter" with key messages in a calm, measured, and easily explained way. Our approach to conference presentations is tailored to each carrier and opportunity. For carriers that already serve the market, it is critical to listen first, gathering feedback on existing service and receiving updates on the carrier's strategy and tactics. Often, a 20-minute discussion is more valuable than flipping through a presentation, so we may only refer to slides as needed. For carriers new to the market, setting the scene in the community is often more important than discussing the actual air service opportunity, and these events become a venue to introduce the airline to the community and the market. Regardless of the type of airline, APAC will always be prepared for wherever

the discussion leads, offering data points, identifying solutions, and suggesting opportunities to continue the relationship.

Headquarters Visits

A visit to an airline's corporate office can be a crucial event in strong air service development efforts. APAC has strived to build honest, open, and even fun relationships with our airline partners. By maintaining a top reputation at airlines, we are able to present our clients in a trustworthy and timely way. Airlines know that when APAC requests a meeting for a client, we have an interesting and relevant proposition to discuss. We have earned this trust partly by planning our airline meetings strategically to ensure that they are valuable to the carrier. When appropriate, we suggest meeting in a more informal venue, often taking the network planning team to dinner the evening before our formal office meeting. Our experience has also proven that even when we are giving a comprehensive pitch for new service, settings outside the office often lead to more open and productive discussions.

We also make the effort to determine what each airline planner prefers, finds interesting, and wants to learn. As a result, APAC will coordinate with PBI and the carrier, determining the schedule and whether the meeting will be in-person or on a tele-conference. If the meeting is in person, APAC will also coordinate with PBI and the airline to decide the location and whether there will be an opportunity for a social event accompanying the meeting. If travel is required, APAC will recommend convenient accommodation and itineraries for PBI, and APAC will prepare an agenda for the meeting. APAC will also ensure that all PBI personnel participating in the meeting are briefed on the participants from the airline and prepare them for any issues that may be discussed.

Familiarization Visits

While we think that Palm Beach is alluring enough to warrant airline network planners' own independent travel, we recognize that many may not have been fortunate enough to have visited the region. Sometimes, airline planners want to get a "feel" for the market through an in-person visit. Meetings during familiarization tours work similarly to airline headquarters meetings, except there will be more social activities, as well as coordination with local community officials in hosting the airline team. APAC will coordinate these visits to the extent that PBI and its external stakeholders desire our assistance.

Our Trust with Our Airline Partners: References

In order to show the strength of APAC's relationships with airlines, we provide the list of references below, with one representative from each of the nine largest U.S. carriers. We encourage PBI to reach out to these airline network planners to confirm the quality of our work, as well as the trusted relationships we have fostered with their organizations.

| | | |
|--|--|---|
| <p>Ailevon Pacific Airline References</p> <p>Alaska Airlines Mike Britman <i>Director Network Planning</i> michael.britman@alaskaair.com</p> <p>Allegiant Travel Company Kristen Schilling-Gonzales <i>Managing Director, Planning</i> kristen.schilling-gonzales@allegiantair.com</p> <p>American Airlines Jason Reisinger <i>Managing Director, Network Planning</i> jason.reisinger@aa.com</p> <p>Breeze Aviation Group (Moxy) Lukas Johnson <i>Chief Commerical Officer</i> lukas.johnson@flybreeze.com</p> | <p>Delta Air Lines Joe Esposito <i>Senior Vice President, Network Planning</i> joe.esposito@delta.com</p> <p>Frontier Airlines Jonathon Nield <i>Senior Manager, Network Planning</i> Jonathon.Nield@flyfrontier.com</p> <p>JetBlue Airways Andrea Lusso <i>Vive President, Route Planning</i> andrea.lusso@jetblue.com</p> <p>Southwest Airlines Nate Barker <i>Senior Manager, Network Planning</i> nate.barker@wnco.com</p> | <p>Spirit Airlines John Kirby <i>Vice President, Network Planning</i> John.Kirby@Spirit.com</p> <p>Sun Country Airlines Brian Davis <i>Senior Vice President & CMO</i> brian.davis@suncountry.com</p> <p>United Airlines Mark Weithofer <i>Director, Domestic Network Planning</i> mark.weithofer@united.com</p> |
|--|--|---|

3.2.2 - Example Airline Presentation

PBI-DEN Example Methodology, Explanation and Assumptions

Per section 3.2.2 of the RFP, Ailevon Pacific has completed a sample presentation to be given in 10 minutes to United Airlines at an air service development conference for nonstop Denver – West Palm Beach service.

The Example Airline Presentation document is located in the Attachment section of this RFP response.

Our base assumption is that there has already been sufficient time allotted to the community and marketing portion of the presentation and that the 10-minute portion allocated to Ailevon Pacific would complement the already-delivered marketing presentation to create the best business case possible. This presentation is meant to start at the conclusion of the marketing/community portion.

Our general philosophy with air service conference presentations is as follows:

- The presentation should be conversational with content meant to inspire a deeper and more thorough follow-up. Headquarters visits (and now Zoom calls) with ample time available are a great opportunity to get into further intricate details.
- The slides are meant as a visual representation to compliment a broader conversation. As this will be presented in person, the slides should be simple and seamlessly blend with the overall narrative of the consultant
- The content should be easy to present with no more than one point per slide. We do not want to get bogged down in overly complex slides that don't allow us to complete the presentation or have an opportunity for Q&A or conversation at the end

Note: An actual presentation would use the branded template of Palm Beach International Airport

3.2.3 – Example Report

PBI Monthly Capacity Report Example

We are pleased to provide an example monthly capacity report for PBI, which includes: (a) year over year change capacity (flights and seats) by carrier for the applicable month; (b) year over year capacity change (flights and seats) by destination for the applicable month; (c) comparisons to peer airports for the same period; (d) airline market share for the month for the carriers operating at PBI during the applicable month; (e) departures and arrivals by hour (flights) for the month; (f) departing and arriving seats by hour for the month; (g) departures by day of the week by airline; (h) departures by day of the week by destination; (i) arrivals by day of the week by airline; (j) arrivals by day of the week by origin; and (k) detailed schedule of arrivals and departures for the month.

If retained, we'd be happy to customize this report further to PBI specifications.

The PBI Monthly Capacity Report Document is located in Attachment 3 section of this RFP response.

3.2.4 – Case Study

The Case for Southwest Airlines at Savannah/Hilton Head International Airport

Overview:

APAC took over as the air service development consultants for SAV in 2012, after the airport had been unsuccessful in attracting any low-fare service after the departure of AirTran Airways in 2008. We immediately set out on a low-fare carrier recruitment strategy that landed SAV JetBlue in 2014, Allegiant in 2015 and Frontier in 2018. But the biggest low-fare carrier of them all was still missing...Southwest Airlines.

Market Research:

At the beginning of our quest for more low-fare service for SAV, we identified a key fact. Savannah and Hilton Head Island were burgeoning visitor markets, but their long-term visitor potential was being hampered by high fares and limited service options. We used existing visitor profile data from community stakeholders along with historical traffic performance in both local and proxy markets to identify the best carriers and markets for our initial efforts to attract low-fare service.

The JetBlue Model:

In late 2013 we used the existing network profile of JetBlue to illustrate the SAV opportunity in the context of the airline's existing focus city strategy. We focused on SAV's potential as a lucrative leisure destination from both New York ("JFK") and Boston ("BOS"). We also identified the inbound opportunities from SAV to these same markets, knowing that if we could sell the destination concept, the northbound originating traffic from SAV would help the profitability. We built a case with JetBlue that "if you fly it, they will come". Within two weeks of our meeting, they announced service to both JFK and BOS. The service validated our expectations that SAV was an under-the-radar destination in need of high-quality, low-fare air service. Since then, we have attracted more carriers to the market and more than doubled the number of nonstop destinations. These carries have validated our case.

The Southwest Difference:

Unfortunately, our efforts to attract Southwest had remained stymied by a cautious growth strategy that focused on larger markets. Though we had productive conversations on a regular basis, little progress was being made. In the meanwhile, the growth of the SAV air market was unabated. And by 2019, SAV was big

enough to be a clear opportunity for Southwest. However, COVID-19 hit in 2020 and opportunity again seemed dashed. But we sensed opportunity in the downturn

Strategy:

In the COVID-19 aviation environment business travel has evaporated. But leisure and VFR (Visiting Friends and Relatives) traffic have provided some hope. The Savannah/Hilton Head market is one of the fastest-growing leisure and VFR markets in the country, but Southwest had no presence in it. So, we got to work and arranged a video conference to make our case. Similar to the case we had made to JetBlue seven years earlier, we provided them with data and analysis that proved that demand to SAV is quickly stimulated by new, nonstop low-fare air service. Southwest's network size and large customer base would make SAV a sure winner. And the success of all the smaller carriers proved it.

Supporting Tactics:

In addition to a comprehensive market analysis and proxy market review, we fully developed a persuasive qualitative case highlighting the staggering amount of capital investment being made in the community. We used the combined creative and analytical talents of our company to showcase the region in a way that was colorful and fresh, yet built upon strong analytics and credible, actionable opportunities. We used our presentation to create an emotional response to the opportunity. **(This presentation is included in Attachment 5 of this RFP response.)**

Success:

Within two weeks of our video conference, a team of Southwest officials visited the market for three days. We were certain that the visit would validate our strategy. And it did. On October 20, 2020 Southwest announced their intention to enter the SAV market in the first half of 2021. As of November 2, 2020, markets have not been announced yet, but we expect a robust portfolio to be announced in Mid-November.

Savannah/Hilton Head International Airport Point of Contact:

Lori Lynah. Director of Marketing and Air Service Development, (921) 964-0514, llynah@flySAV.com

3.2.5 – Sample Proposals/Presentations

We've included two recent sample presentations for client/airline meetings:

- ➔ Savannah/Hilton Head International Airport (SAV) presentation to Southwest Airlines.
 - Presented in September 2020 via video conference.
 - Following this meeting, Southwest announced its intention to begin flying to Savannah in the first half of 2021.
- ➔ Greater Palm Springs CVB presentation to Alaska Airlines
 - GPSCVB handles all air service development for the market on behalf of itself and Palm Springs International Airport
 - This was a video conference meeting held in August 2020
 - We proposed several new markets for Winter 2020-21 service, including Boise, Reno and San Jose.
 - Alaska announced service to thee three destinations in October 2020

Both presentations were completely designed and built by APAC to client preferences and strategic purpose. Their differing styles reflect different requirements.

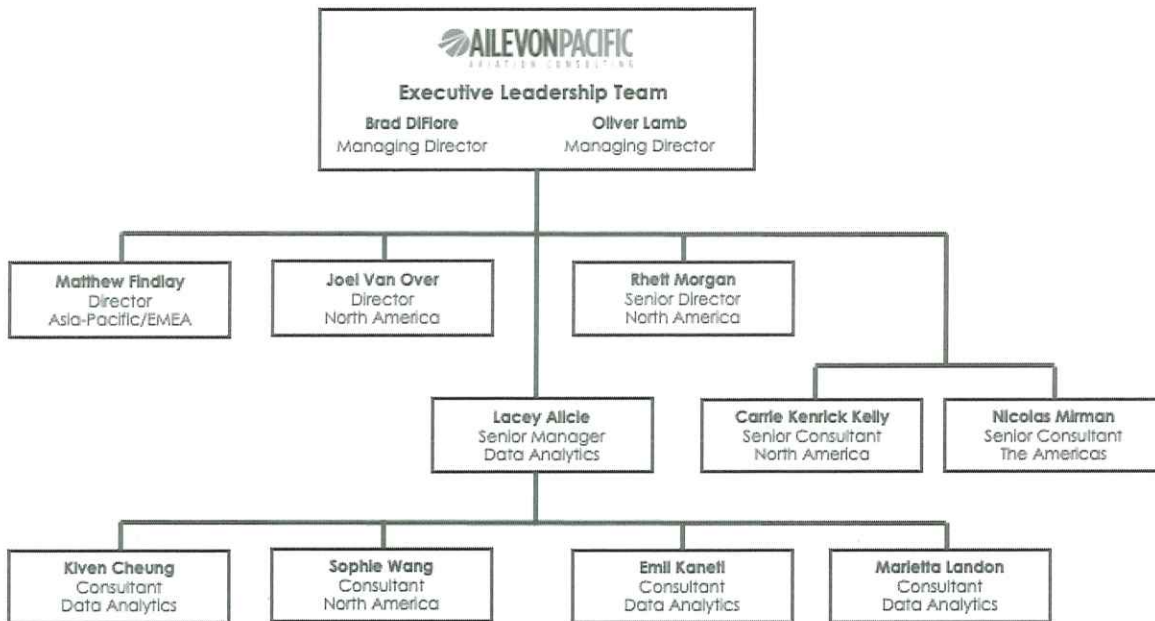
Both Sample Presentations are located in Attachment 5 of this RFP response.

3.3 – KEY PERSONNEL AND OPERATIONS INFORMATION

APAC believes very strongly in a highly dedicated client relationship, devoting our resources to you. As an APAC client, all of APAC's team is on the PBI team. Throughout this project, we will use our global resources and experience to ensure that Palm Beach International Airport has the most cutting-edge aviation market advice from across the industry, around the world. Beyond the scope of this project, we search for opportunities to use our national and international presence to advocate your interests at every chance.

3.3.1 - Organizational Chart

Our work for PBI would use the core strengths and subject matter expertise that span across APAC's entire organization. The chart below reflects our firm's organizational structure. Our Managing Director, Oliver Lamb, would be the Project Manager and Key Client Contact. He would be significantly supported by our Senior Consultant, Carrie Kenrick and our Data Analytics team. As needed, the project team would engage Ailevon Pacific's other consultants and analysts.



3.3.2 – Key Personnel

Please find below a snapshot of our PBI project leadership team. The full resumes of the Project Management Team are located in the Attachment 4.

Oliver Lamb — Corporate Officer & PBI Project Manager

Oliver Lamb is a Managing Director at Ailevon Pacific, having founded its predecessor Pacific Aviation Consulting in 2009. In North America, Oliver leads the engagements with the Las Vegas Convention and Visitors Authority (LVCVA) & McCarran Airport (LAS), the Greater Palm Springs Convention and Visitors Bureau (GPSPCVB), Minneapolis/St. Paul International Airport (MSP), Vancouver International Airport (YVR) and Wilmington International Airport (ILM). LVCVA and GPSPCVB lead air service development activities on behalf of their respective airports

Oliver also leads APAC consulting engagements outside the United States, including all clients in Australia, New Zealand, Canada, and the United Kingdom.

As part of these engagements, Oliver identifies the characteristics that define his clients' markets, develops and refines client strategies and uncovers insights into changing industry trends that shape his clients' future. These strategies have been noted for their innovation, ensuring that Oliver's clients are at the forefront of both industry trends and airline consideration.

Oliver has substantial experience in the aviation industry in a wide variety of capacities, including airline operations, distribution, industry advocacy, airport business development, and strategy consulting. His career has seen him working throughout the Asia-Pacific Region and Europe on the industry's most challenging issues. Prior to co-founding Ailevon Pacific, Oliver was a strategy consultant for the aviation industry and for Port Jackson Partners, one of Australia's leading corporate strategy firms.

Oliver holds a Bachelor of Arts and a Bachelor of Commerce (Economics) from the University of Sydney. Oliver currently resides in Atlanta, Georgia, and he speaks fluent French and Spanish.

Carrie Kenrick Kelly — Senior Consultant & PBI Secondary Consultant

Carrie Kenrick Kelly is a Senior Consultant at Ailevon Pacific. Carrie is the Primary Consultant for two clients, Fort Wayne International Airport (FWA) and Peoria International Airport. She is Secondary Consultant for six clients including Asheville Regional Airport (AVL), Mohammad Ali Louisville International Airport (SDF), Omaha Eppley Airfield (OMA), Greater Palm Springs Convention and Visitors Bureau (GPSPCVB), Pittsburgh International Airport (PBI) and Rochester International Airport (ROC).

Carrie excels in building comprehensive market assessments. She thoroughly enjoys researching the components of city and learning what are the driving forces behind the market environment, including both air service and community initiatives. She understands that to create an effective air service development strategic plan, it is crucial to understand the airport and community's history. One of her competitive advantages is her ability to tell a compelling story through quantitative data analysis and qualitative insights. Her collaborative mentality with the airport's internal and external partners as well as airline planners enables the client's success in establishing the right airline and route priorities.

Prior to joining APAC in 2017, she worked at Southwest Airlines in a variety of roles. The most recent of those was in Business Development on the Commercial Initiatives team, where she focused on identifying revenue-generating ideas within the commercial space and constructing business cases to implement those ideas. Additionally, she played a pivotal role in the creation and development of Southwest's five-year strategy and capacity plan by conducting competitive analyses and customer research regarding the future of the airline. She also has extensive experience in Capacity Planning, Network Strategy and Customer Insights. In 2016, Carrie was named Southwest Airlines' Business Development Department's "Employee of the Year".

Carrie holds a BA of Business Administration in Marketing and Management from Texas Christian University and a MBA in Marketing from Southern Methodist University.

Lacey Alicie — Senior Manager of Data Analytics

Lacey is the Senior Manager of Data Analytics at Ailevon Pacific. Lacey joined APAC in March 2020 to lead our Data Analytics team. She is charged with building on our analytical capabilities and ensuring that we continue to offer the highest level of technical competency. Her role reflects our commitment to deliver the best results for our clients.



For over a decade, prior to joining APAC, she worked for American Airlines and US Airways in a variety of commercial and finance roles. In Revenue Management, she managed multiple teams of analysts in revenue maximizing efforts including determining and implementing innovative pricing strategies and defining new revenue generating products. In Network Planning, Lacey contributed to the business justification for different M&A scenarios and analyzed the economics of long-term network initiatives such as aircraft reconfigurations and fleet decisions. In Revenue Accounting, she led efforts to reduce ticketing and proration errors and was responsible for producing official company reporting including Department of Transportation reporting. In addition to having a passion for the airline industry, Lacey also loves helping others achieve their professional goals.

Lacey holds a Bachelor of Science in Economics from Brigham Young University. She resides in Phoenix with her pilot husband and their son.

Emil Kaneti - Consultant – Data Analytics

Emil Kaneti is a key analyst at Ailevon Pacific. Emil had over a decade of relevant experience with the three largest U.S. airlines before joining APAC in 2015. His journey included stints in Network Planning and Revenue Management at American Airlines. He was on the Latin America Network Planning team at United Airlines, as well as Network Planning and Scheduling team for United Express. At Delta Air Lines, Emil was a member of the Domestic Network Planning team.

Since joining APAC, Emil has developed detailed route analyses and forecasts for hundreds of markets. He is expert in the development of catchment area demographic and leakage studies, as well as air service economic impact studies. He also produces custom recurrent reporting for several clients. Emil's work touches the majority of APAC's 30+ domestic clients, with a strong emphasis in markets in the Eastern United

States. Emil also has a strong economics background and utilizes that skill set to compile and interpret leading indicators for APAC clients and inform on benchmarking, peer reviews and regional differences

Emil has a Bachelor of Science in Economics from Bradley University and a Master of Economics from Iowa State University.

Marietta Landon - Consultant – Data Analytics

Marietta joined APAC in February 2020 as part of our ongoing investment in analytical capacity. Her wealth of experience in Revenue Management offers deep insights into route performance and forecasting. Since joining APAC, Marietta has been heavily involved with APAC's COVID-19 impact analysis efforts. In that regard, she has responsibility for weekly reporting that is shared across the industry.



Prior to joining APAC, Marietta had over a dozen years of relevant airline industry experience at both Delta Air Lines and Alaska Airlines. Most recently, she led pricing for international markets, codeshares, and government and off-tariff products at Alaska Airlines. She previously held leadership positions in Revenue Management and Inventory at Alaska as well. Prior her time at Alaska, she held roles in Revenue

Management and Flight Profitability at Delta Air Lines.

Before joining the airline industry, Marietta served as a Finance Officer in the United States Air Force. Marietta has a Bachelor of Science in Aviation Business Management from Embry-Riddle Aeronautical University and a Master of Business Administration from California Polytechnic State University.

Sophie Wang - Consultant – Data Analytics

Sophie Wang is a key member of our Data Analytics team. She has over a decade of relevant aviation industry experience, from the Asia-Pacific region to North America. Sophie offers advanced analytical capabilities to our team. Since joining APAC, she has supported many of our U.S. and Australian clients, particularly on large-scale strategic projects.

Prior to joining Ailevon Pacific, Sophie was a key member of the air service development team at Vancouver Airport Authority (“YVR”). At YVR she devoted her analytical skills to securing and introducing over 20 new air services to the airport each year. YVR is widely considered to have one of the most sophisticated Air Service Development programs in the world and Sophie’s work was a big reason why.

Prior to working with YVR, Sophie worked with Air Macau, a subsidiary of Air China. Sophie holds a Bachelor of Arts in English from Nanjing University of Aeronautics and Astronautics, China and a Master of Business Administration from University of British Columbia, Canada. Sophie currently resides in Edmonton, Alberta, Canada, and she is fluent in English and Mandarin.

3.3.3 – Project Manager Contact Information

Oliver Lamb, Managing Director

Email: oliver.lamb@ailevonpacific.com

Phone: (212) 858-0402

Managing Director Oliver Lamb is the primary point of contact and Project Manager for work to be performed on behalf of PBI. In North America, Oliver currently leads APAC engagements with:

- Las Vegas Convention and Visitors Authority (24.5M passengers in 2019))
- Vancouver International Airport (26.4M passengers in 2019)

- Minneapolis/St. Paul International Airport (18.9M passengers in 2019)
- Greater Palm Springs Convention and Visitors Bureau (1.3M passengers in 2019)




3.3.4 – Subcontractors

APAC is a full-service air service development consultancy. We do not anticipate the need for subcontractors for our work with PBI.


3.4 – BUSINESS LOCATION / LOCAL PREFERENCE

Ailevon Pacific Aviation Consulting offices are not located in Palm Beach County.

ATTACHMENT 1: Articles of Incorporation (3.1.2)

| | | |
|---|---|--|
| <p>Corporations Section P.O.Box 13697 Austin, Texas 78711-3697</p> |  | <p>Rolando B. Pablos Secretary of State</p> |
| <p>Office of the Secretary of State</p> | | |
| <p>CERTIFICATE OF FILING OF</p> | | |
| <p>Ailevon Pacific Aviation Consulting, LLC File Number: 801851749</p> | | |
| <p>The undersigned, as Secretary of State of Texas, hereby certifies that the application for reinstatement for the above named entity has been received in this office and has been found to conform to law. It is further certified that the entity has been reinstated to active status on the records of this office.</p> | | |
| <p>ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Filing.</p> | | |
| <p>Dated: 02/15/2018</p> | | |
| <p>Effective: 02/15/2018</p> | | |
|  |  | |
| <p>Rolando B. Pablos Secretary of State</p> | | |
| <p>Phone: (512) 463-5555 Prepared by: Melissa Kerr</p> | <p><i>Come visit us on the internet at http://www.sos.state.tx.us/</i> Fax: (512) 463-5709 TID: 10011</p> | <p>Dial: 7-1-1 for Relay Services Document: 794333040002</p> |

ATTACHMENT 2: Example Airline Presentation (3.2.2)



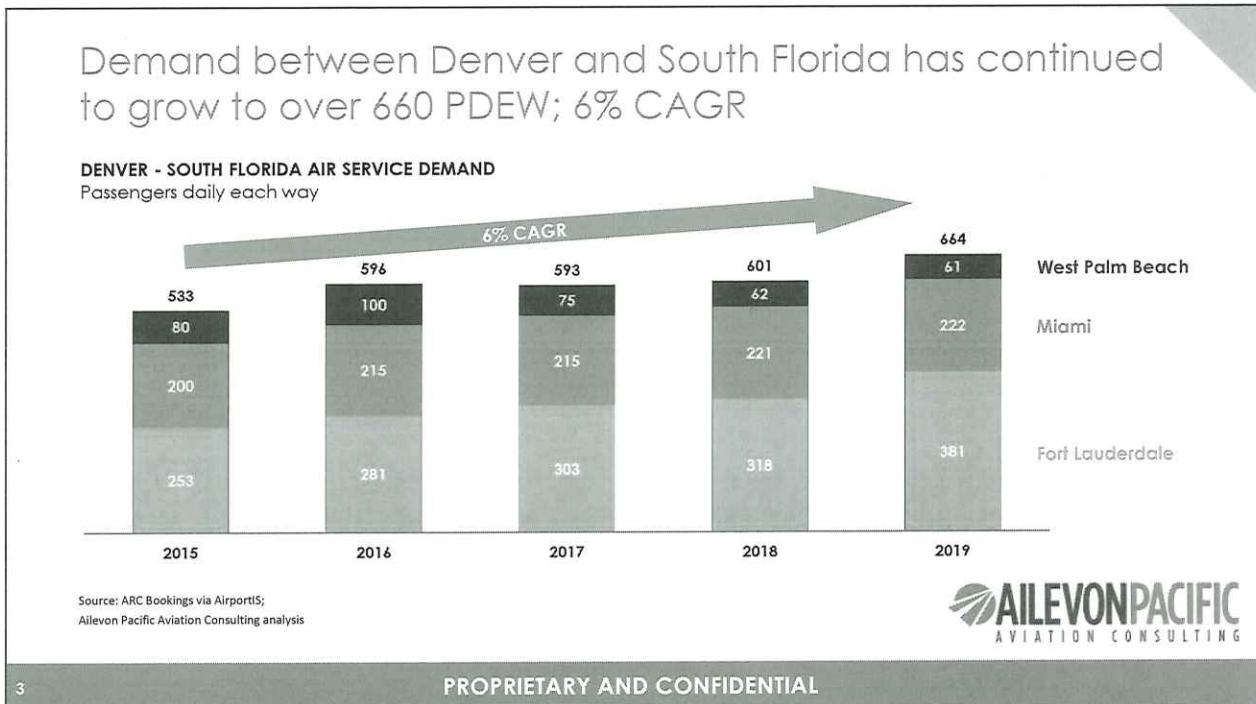
West Palm Beach – Denver Nonstop Air Service

3.2.2 Example Airline Presentation
Palm Beach County Department of Airports
RFP NO. 20-086/LI Air Service Development Consulting Services

CLEAR INSIGHTS,
SOARING RESULTS

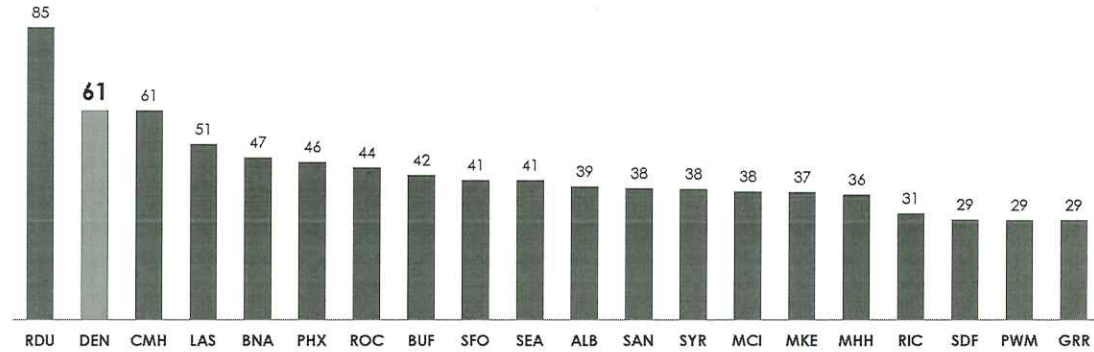
AILEVONPACIFIC
AVIATION CONSULTING

PROPRIETARY AND CONFIDENTIAL



Denver is the largest unserved United hub, and the second largest unserved market to Palm Beach overall

TOP PALM BEACH UNSERVED DOMESTIC MARKETS
2019 passengers daily each way



Source: ARC Bookings via AirportIS;
Ailevon Pacific Aviation Consulting analysis

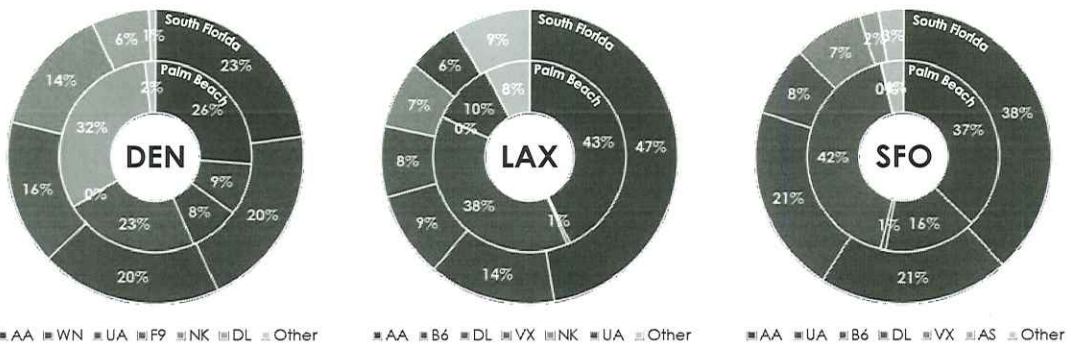


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PROPRIETARY AND CONFIDENTIAL

From its western hubs, United captures very little share to South Florida and even less share to Palm Beach

SOUTH FLORIDA & PALM BEACH AIRLINE SHARE
2019 passengers daily each way; western United hubs

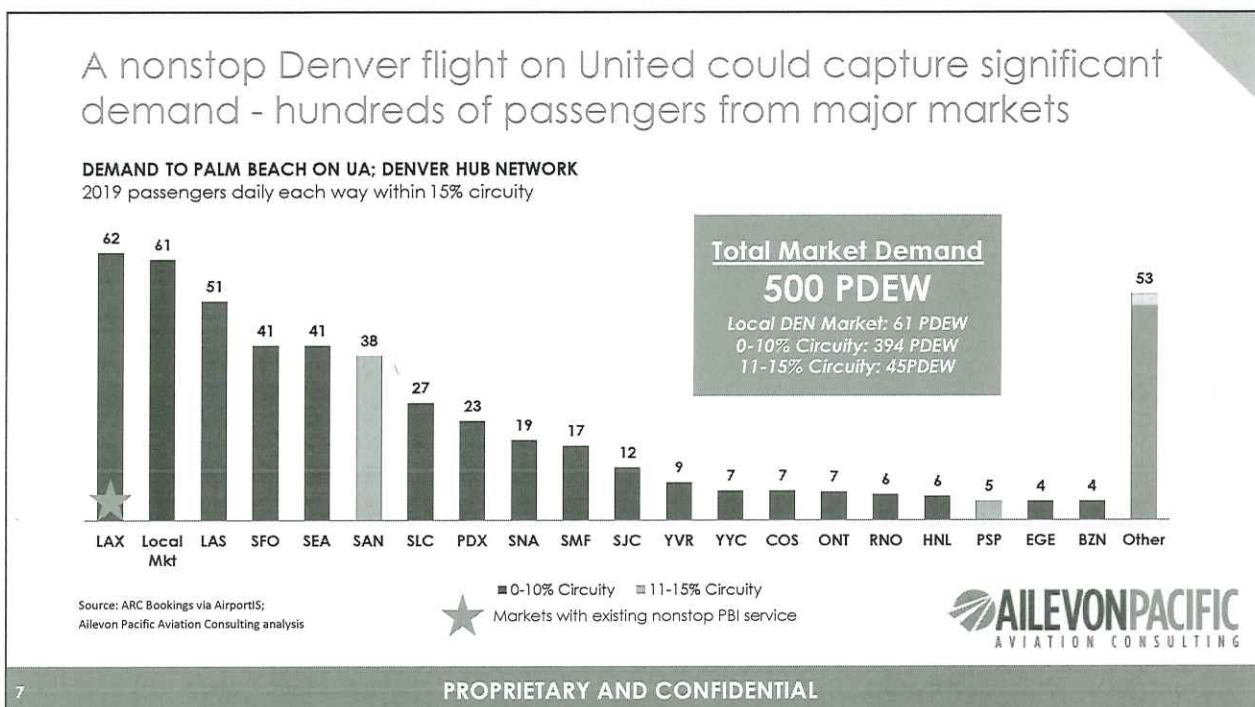
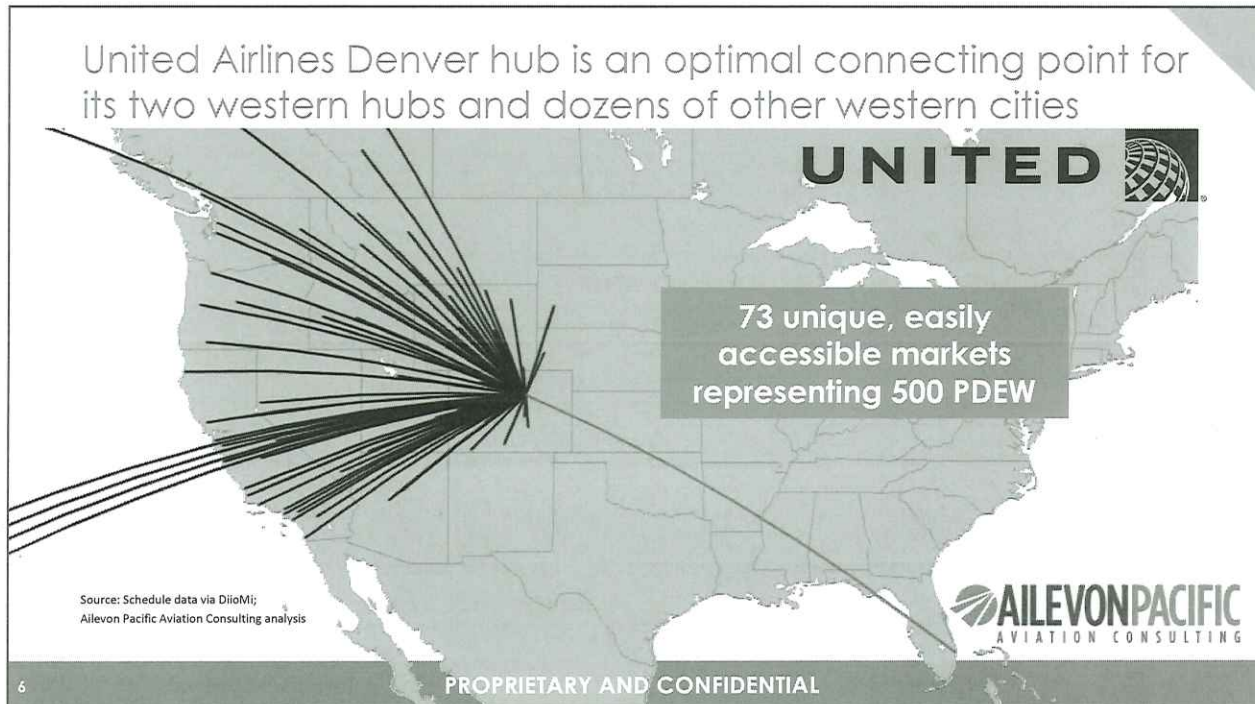


Source: ARC Bookings via AirportIS;
Ailevon Pacific Aviation Consulting analysis



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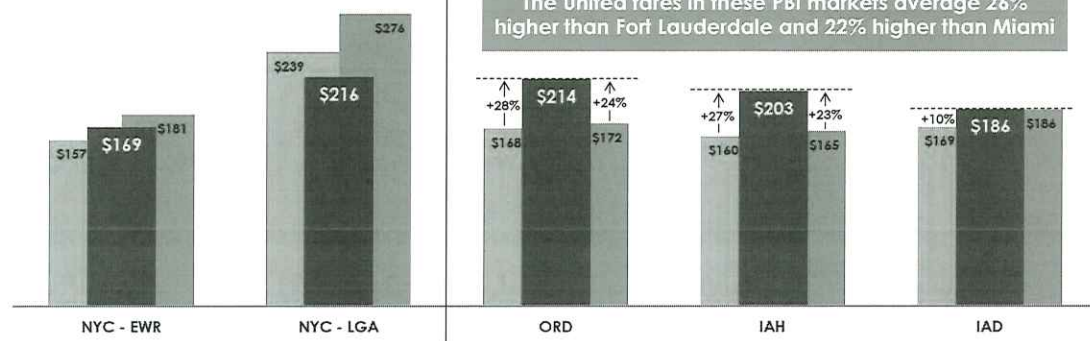
PROPRIETARY AND CONFIDENTIAL



Outside of the New York City market, United earns a higher nonstop fare in PBI than other South Florida markets

SOUTH FLORIDA FARE COMPARISON; UNITED AIRLINES NONSTOP MARKETS

2019 average fares
 ■ FLL ■ MIA ■ PBI



Source: US DOT O&D data via DitoMI;
 Ailevon Pacific Aviation Consulting analysis



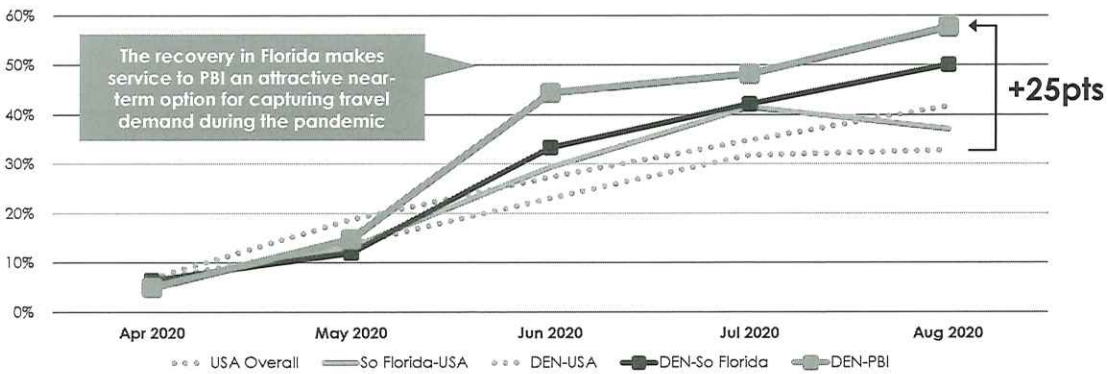
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PROPRIETARY AND CONFIDENTIAL

South Florida-Denver – and PBI in particular – has outperformed the broader national passenger recovery

COMPARISON OF DOMESTIC RECOVERY BY REGION/MARKET

Percent of passenger traffic; 2020 vs 2019 by month



Source: ARC Bookings via AirportIS;
 Ailevon Pacific Aviation Consulting analysis

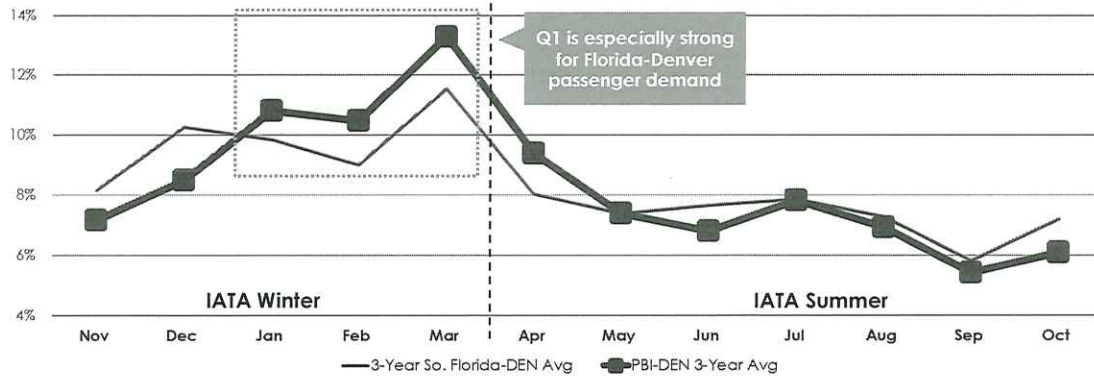


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PROPRIETARY AND CONFIDENTIAL

Denver-South Florida demand spikes in the typically difficult winter season; a great counter-seasonal market option

DENVER-SOUTH FLORIDA SEASONALITY
2017-2019 average passengers by month



Source: ARC Bookings via AirportIS;
Ailevon Pacific Aviation Consulting analysis



In Summary

- Denver is the **SECOND LARGEST** unserved market to West Palm Beach and demand continues to grow
- United has minimal traffic share to South Florida from its western hubs
- A nonstop flight from Denver would capture the local market and allow United to capture demand from markets with daily volume of over 400 passengers – including from United hubs Los Angeles and San Francisco
- West Palm Beach is a highly desirable destination with fares that tend to be higher than fares to other South Florida airports

This is an opportunity for **NOW**

- Passenger demand between Denver and South Florida has recovered more quickly than other markets and even more quickly between West Palm Beach and Denver
- A strong winter season makes West Palm Beach the optimal choice for United to capture demand for an in-demand destination during a typically weak season



ATTACHMENT 3: Example Report (3.2.3)



PALM BEACH INTERNATIONAL AIRPORT
Monthly Schedule Reporting for November 2020



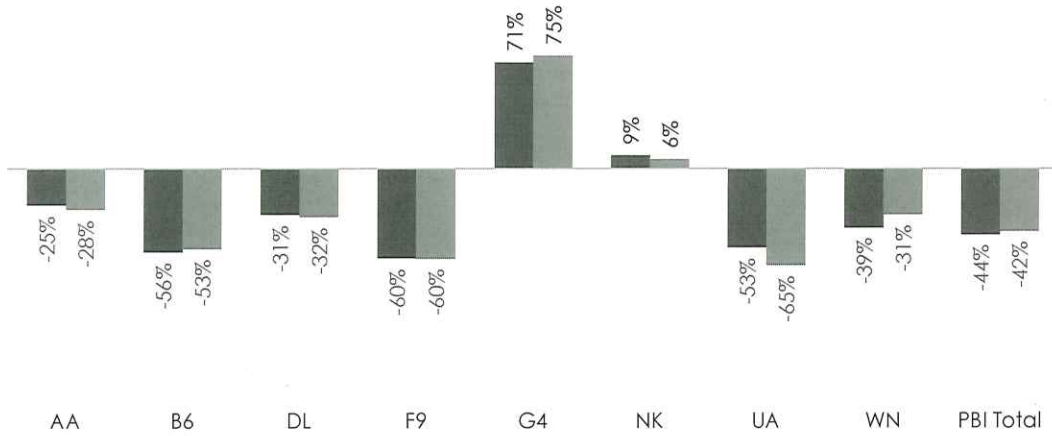


Palm Beach International Airport November 2020 Schedule Year Over Year Percentage Change

PBI NOVEMBER 2020 CAPACITY BY CARRIER

Year over year percentage change for outbound flights and seats

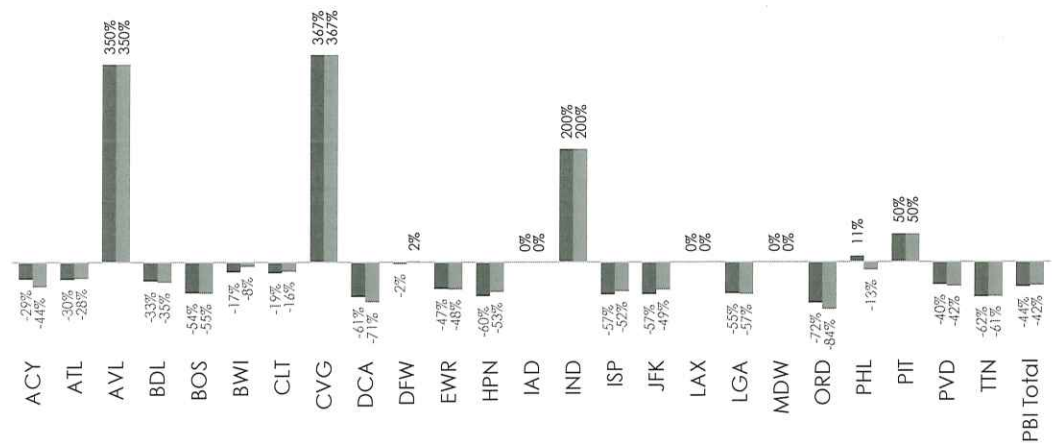
■ YoY Flights ■ YoY Seats



PBI NOVEMBER 2020 CAPACITY BY DESTINATION

Year over year percentage change for outbound flights and seats

■ YoY Flights ■ YoY Seats



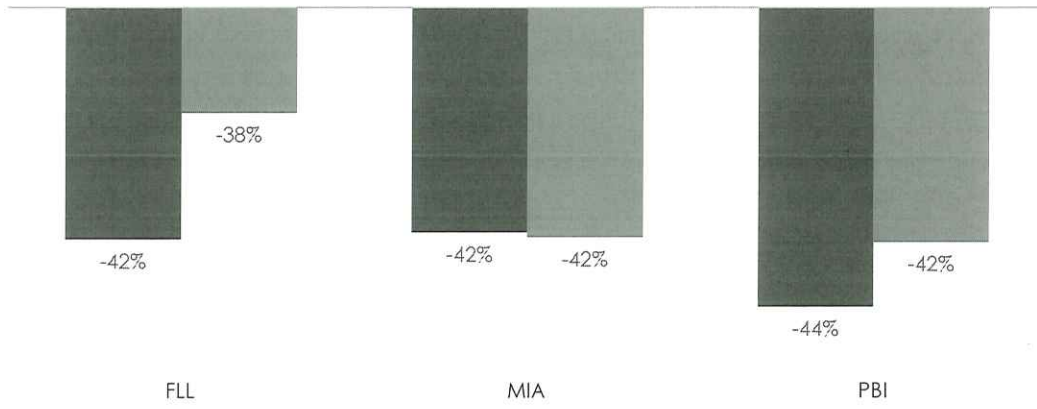
Source: Cirium schedule data via Diio Mi; Ailevon Pacific Aviation Consulting Analysis



Palm Beach International Airport November 2020 Schedule Peer Comparison and Airline Market Share

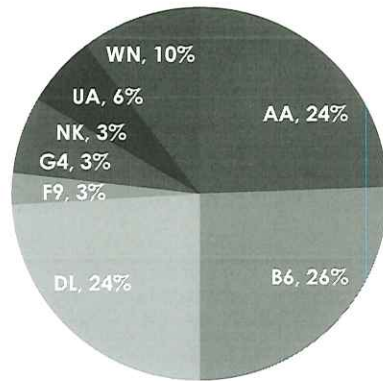
PBI VERSUS PEERS NOVEMBER 2020 CAPACITY

Year over year percentage change for outbound flights and seats
 ■ YoY Flights ■ YoY Seats



PBI NOVEMBER 2020 AIRLINE SHARE

Percentage of outbound seats



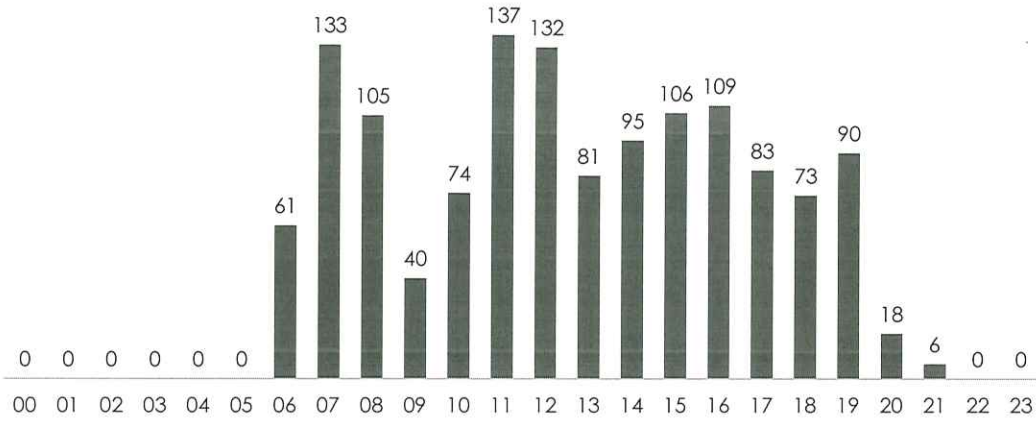
Source: Cirium schedule data via Dlio Mi; Ailevon Pacific Aviation Consulting Analysis



Palm Beach International Airport November 2020 Schedule Departures by Hour

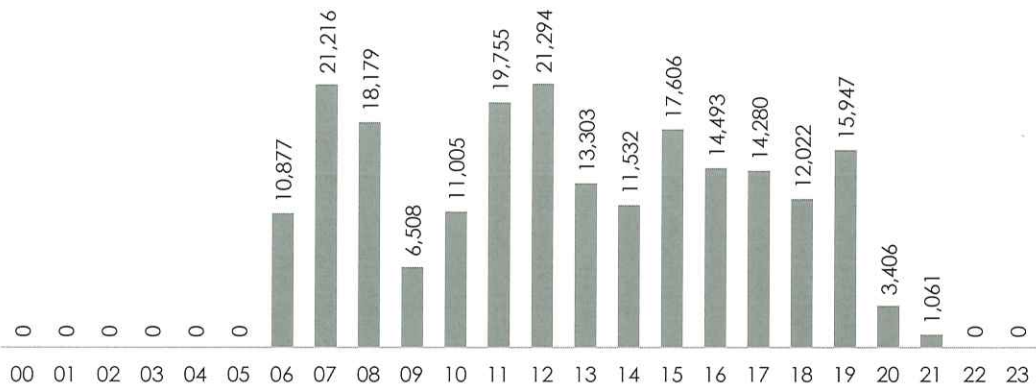
PBI NOVEMBER 2020 DEPARTURES BY HOUR

Departing flights



PBI NOVEMBER 2020 DEPARTURES BY HOUR

Departing seats



Source: Cirium schedule data via Dlio Mi; Ailevon Pacific Aviation Consulting Analysis



Palm Beach International Airport November 2020 Schedule Departures by Day of Week

PBI NOVEMBER 2020 DEPARTURES BY DAY OF WEEK AND AIRLINE

Departing flights

| Airline | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | Total |
|------------------|------------|------------|------------|------------|------------|------------|------------|--------------|
| AA | 60 | 41 | 36 | 42 | 49 | 56 | 65 | 349 |
| B6 | 61 | 31 | 35 | 48 | 52 | 42 | 76 | 345 |
| DL | 51 | 37 | 37 | 37 | 41 | 42 | 51 | 296 |
| F9 | 7 | 2 | 1 | 4 | 6 | 6 | 5 | 31 |
| G4 | 2 | 3 | 2 | 12 | 0 | 4 | 18 | 41 |
| NK | 6 | 3 | 6 | 4 | 6 | 6 | 6 | 37 |
| UA | 20 | 10 | 10 | 14 | 16 | 18 | 22 | 110 |
| WN | 25 | 16 | 15 | 15 | 16 | 25 | 22 | 134 |
| PBI Total | 232 | 143 | 142 | 176 | 186 | 199 | 265 | 1,343 |

PBI NOVEMBER 2020 DEPARTURES BY DAY OF WEEK AND DESTINATION

Departing flights

| Destination | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | Total |
|------------------|------------|------------|------------|------------|------------|------------|------------|--------------|
| ACY | 2 | 1 | 2 | 1 | 2 | 2 | 2 | 12 |
| ATL | 39 | 30 | 30 | 27 | 30 | 34 | 38 | 228 |
| AVL | 0 | 0 | 1 | 3 | 0 | 0 | 5 | 9 |
| BDL | 2 | 3 | 1 | 3 | 2 | 4 | 5 | 20 |
| BOS | 17 | 9 | 9 | 11 | 12 | 11 | 17 | 86 |
| BWI | 15 | 12 | 11 | 12 | 12 | 13 | 15 | 90 |
| CLT | 22 | 16 | 16 | 16 | 19 | 20 | 22 | 131 |
| CVG | 2 | 1 | 1 | 3 | 0 | 2 | 5 | 14 |
| DCA | 8 | 4 | 2 | 8 | 6 | 10 | 9 | 47 |
| DFW | 14 | 11 | 12 | 10 | 12 | 12 | 14 | 85 |
| EWR | 24 | 17 | 21 | 18 | 22 | 20 | 28 | 150 |
| HPN | 10 | 5 | 8 | 8 | 10 | 7 | 12 | 60 |
| IAD | 5 | 1 | 1 | 3 | 3 | 4 | 5 | 22 |
| IND | 0 | 1 | 0 | 3 | 0 | 1 | 4 | 9 |
| ISP | 11 | 2 | 2 | 3 | 8 | 12 | 5 | 43 |
| JFK | 9 | 6 | 6 | 7 | 8 | 8 | 12 | 56 |
| LAX | 1 | 0 | 1 | 0 | 1 | 2 | 1 | 6 |
| LGA | 17 | 9 | 9 | 11 | 13 | 15 | 17 | 91 |
| MDW | 2 | 1 | 1 | 0 | 0 | 0 | 1 | 5 |
| ORD | 6 | 0 | 0 | 3 | 5 | 5 | 8 | 27 |
| PHL | 21 | 11 | 8 | 15 | 17 | 16 | 26 | 114 |
| PIT | 0 | 1 | 0 | 3 | 0 | 1 | 4 | 9 |
| PVD | 5 | 0 | 0 | 4 | 4 | 0 | 5 | 18 |
| TTN | 0 | 2 | 0 | 4 | 0 | 0 | 5 | 11 |
| PBI Total | 232 | 143 | 142 | 176 | 186 | 199 | 265 | 1,343 |

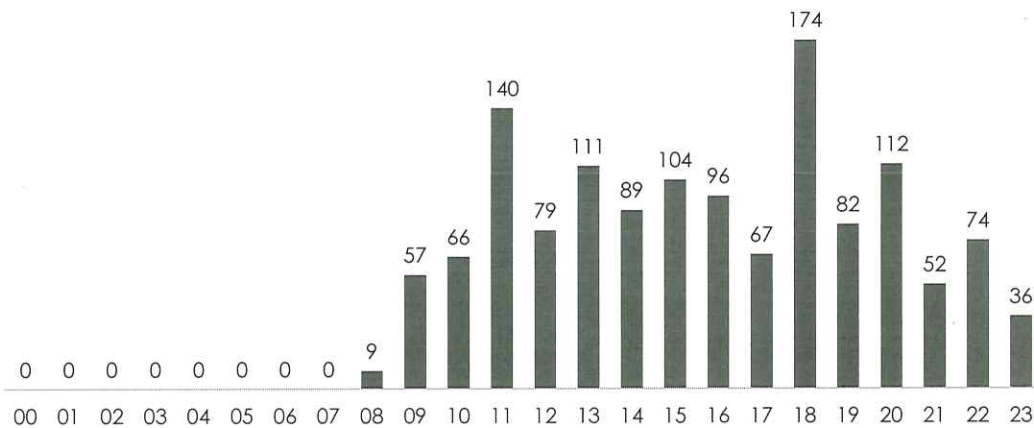
Source: Cirium schedule data via Dilo Mi; Ailevon Pacific Aviation Consulting Analysis



Palm Beach International Airport November 2020 Schedule Arrivals by Hour

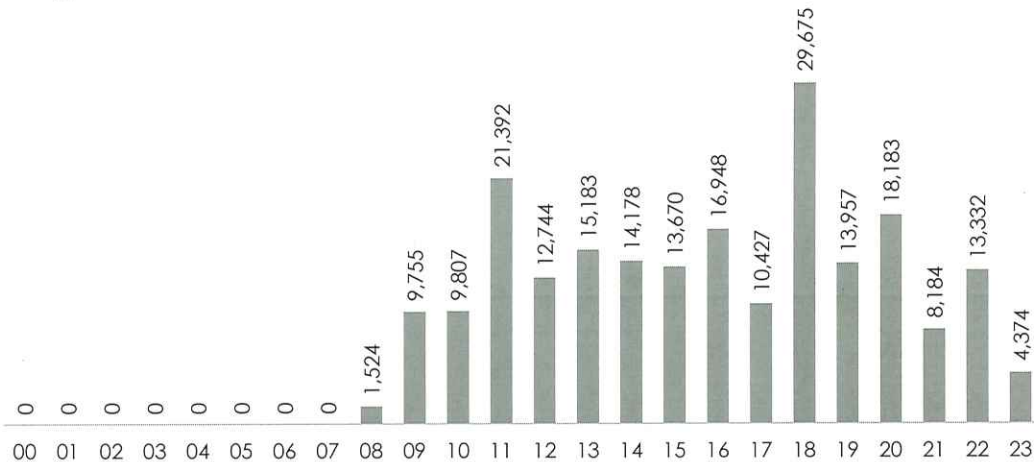
PBI NOVEMBER 2020 ARRIVALS BY HOUR

Arriving flights



PBI NOVEMBER 2020 ARRIVALS BY HOUR

Arriving seats



Source: Cirium schedule data via Dilo Mi; Ailevon Pacific Aviation Consulting Analysis



Palm Beach International Airport November 2020 Schedule Arrivals by Day of Week

PBI NOVEMBER 2020 ARRIVALS BY DAY OF WEEK AND AIRLINE

Arriving flights

| Airline | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | Total |
|------------------|------------|------------|------------|------------|------------|------------|------------|--------------|
| AA | 58 | 42 | 37 | 44 | 49 | 56 | 66 | 352 |
| B6 | 63 | 31 | 31 | 49 | 53 | 44 | 74 | 345 |
| DL | 51 | 37 | 37 | 36 | 42 | 43 | 51 | 297 |
| F9 | 7 | 2 | 1 | 4 | 6 | 6 | 5 | 31 |
| G4 | 2 | 3 | 2 | 12 | 0 | 4 | 18 | 41 |
| NK | 6 | 3 | 6 | 4 | 6 | 6 | 6 | 37 |
| UA | 20 | 10 | 10 | 14 | 16 | 19 | 21 | 110 |
| WN | 25 | 16 | 16 | 15 | 16 | 25 | 22 | 135 |
| PBI Total | 232 | 144 | 140 | 178 | 188 | 203 | 263 | 1,348 |

PBI NOVEMBER 2020 ARRIVALS BY DAY OF WEEK AND ORIGIN

Arriving flights

| Origin | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | Total |
|------------------|------------|------------|------------|------------|------------|------------|------------|--------------|
| ACY | 2 | 1 | 2 | 1 | 2 | 2 | 2 | 12 |
| ATL | 39 | 30 | 30 | 27 | 30 | 34 | 38 | 228 |
| AVL | 0 | 0 | 1 | 3 | 0 | 0 | 5 | 9 |
| BDL | 2 | 3 | 1 | 3 | 2 | 4 | 5 | 20 |
| BOS | 17 | 9 | 9 | 11 | 12 | 11 | 17 | 86 |
| BWI | 15 | 12 | 12 | 12 | 12 | 12 | 15 | 90 |
| CLT | 22 | 16 | 17 | 16 | 19 | 20 | 22 | 132 |
| CVG | 2 | 1 | 1 | 3 | 0 | 2 | 5 | 14 |
| DCA | 8 | 4 | 2 | 8 | 6 | 10 | 9 | 47 |
| DFW | 14 | 11 | 12 | 10 | 12 | 12 | 14 | 85 |
| EWR | 26 | 16 | 19 | 19 | 23 | 22 | 25 | 150 |
| HPN | 11 | 6 | 6 | 7 | 10 | 8 | 12 | 60 |
| IAD | 5 | 1 | 1 | 3 | 3 | 4 | 5 | 22 |
| IND | 0 | 1 | 0 | 3 | 0 | 1 | 4 | 9 |
| ISP | 11 | 2 | 2 | 3 | 8 | 13 | 5 | 44 |
| JFK | 9 | 6 | 6 | 8 | 8 | 8 | 12 | 57 |
| LAX | 1 | 0 | 1 | 0 | 1 | 2 | 1 | 6 |
| LGA | 16 | 9 | 9 | 10 | 15 | 16 | 17 | 92 |
| MDW | 2 | 1 | 1 | 0 | 0 | 0 | 1 | 5 |
| ORD | 5 | 0 | 0 | 4 | 4 | 6 | 8 | 27 |
| PHL | 21 | 12 | 8 | 16 | 17 | 15 | 27 | 116 |
| PIT | 0 | 1 | 0 | 3 | 0 | 1 | 4 | 9 |
| PVD | 4 | 0 | 0 | 4 | 4 | 0 | 5 | 17 |
| TTN | 0 | 2 | 0 | 4 | 0 | 0 | 5 | 11 |
| PBI Total | 232 | 144 | 140 | 178 | 188 | 203 | 263 | 1,348 |

Source: Citrium schedule data via Dlio Mi; Ailevon Pacific Aviation Consulting Analysis



**Palm Beach International Airport November 1, 2020 Schedule
DEPARTURES**

| Date | Mkt AI | Orig | Dest | Flight | Equip | Seats | Dep Time | Arr Time |
|-------------|--------|------|------|--------|-------|-------|----------|----------|
| Nov 1, 2020 | DL | PBI | ATL | 1461 | 739 | 180 | 0635 | 0822 |
| Nov 1, 2020 | AA | PBI | PHL | 2637 | 321 | 181 | 0700 | 0933 |
| Nov 1, 2020 | DL | PBI | ATL | 1991 | 757 | 199 | 0720 | 0905 |
| Nov 1, 2020 | DL | PBI | ATL | 1463 | 739 | 180 | 0800 | 0946 |
| Nov 1, 2020 | WN | PBI | BWI | 2337 | 73W | 143 | 0800 | 1025 |
| Nov 1, 2020 | B6 | PBI | BDL | 1142 | 320 | 162 | 0809 | 1055 |
| Nov 1, 2020 | B6 | PBI | PHL | 1187 | 320 | 162 | 0812 | 1043 |
| Nov 1, 2020 | G4 | PBI | PIT | 1464 | 319 | 156 | 0903 | 1129 |
| Nov 1, 2020 | AA | PBI | DFW | 1220 | 738 | 160 | 0930 | 1132 |
| Nov 1, 2020 | UA | PBI | EWR | 298 | 320 | 150 | 1030 | 1318 |
| Nov 1, 2020 | B6 | PBI | HPN | 1868 | 320 | 162 | 1040 | 1326 |
| Nov 1, 2020 | B6 | PBI | BOS | 222 | 320 | 150 | 1107 | 1409 |
| Nov 1, 2020 | DL | PBI | ATL | 2238 | 321 | 191 | 1119 | 1305 |
| Nov 1, 2020 | B6 | PBI | DCA | 1734 | E90 | 100 | 1135 | 1353 |
| Nov 1, 2020 | B6 | PBI | PVD | 1288 | 320 | 150 | 1137 | 1425 |
| Nov 1, 2020 | WN | PBI | BWI | 698 | 73W | 143 | 1200 | 1425 |
| Nov 1, 2020 | AA | PBI | CLT | 550 | 321 | 187 | 1203 | 1356 |
| Nov 1, 2020 | UA | PBI | EWR | 308 | 739 | 179 | 1215 | 1510 |
| Nov 1, 2020 | AA | PBI | PHL | 1820 | 321 | 181 | 1223 | 1455 |
| Nov 1, 2020 | DL | PBI | ATL | 1419 | 739 | 180 | 1244 | 1429 |
| Nov 1, 2020 | B6 | PBI | JFK | 1954 | 320 | 162 | 1331 | 1613 |
| Nov 1, 2020 | UA | PBI | IAD | 3498 | E7W | 70 | 1400 | 1625 |
| Nov 1, 2020 | G4 | PBI | AVL | 1246 | 320 | 186 | 1434 | 1621 |
| Nov 1, 2020 | AA | PBI | PHL | 1647 | 320 | 150 | 1457 | 1729 |
| Nov 1, 2020 | B6 | PBI | EWR | 1044 | 320 | 162 | 1501 | 1750 |
| Nov 1, 2020 | DL | PBI | ATL | 1424 | 739 | 180 | 1516 | 1702 |
| Nov 1, 2020 | AA | PBI | DFW | 2188 | 738 | 160 | 1540 | 1743 |
| Nov 1, 2020 | B6 | PBI | BOS | 1922 | 320 | 162 | 1556 | 1901 |
| Nov 1, 2020 | UA | PBI | ORD | 3539 | E7W | 70 | 1600 | 1825 |
| Nov 1, 2020 | F9 | PBI | TTN | 818 | 320 | 186 | 1625 | 1900 |
| Nov 1, 2020 | WN | PBI | BWI | 1748 | 73W | 143 | 1625 | 1845 |
| Nov 1, 2020 | AA | PBI | ORD | 842 | 319 | 128 | 1650 | 1907 |
| Nov 1, 2020 | AA | PBI | CLT | 1635 | 321 | 187 | 1732 | 1924 |
| Nov 1, 2020 | AA | PBI | PHL | 775 | 319 | 128 | 1738 | 2010 |
| Nov 1, 2020 | DL | PBI | ATL | 1410 | 739 | 180 | 1800 | 1946 |
| Nov 1, 2020 | G4 | PBI | IND | 1815 | 320 | 186 | 1802 | 2030 |
| Nov 1, 2020 | B6 | PBI | HPN | 1068 | 320 | 162 | 1803 | 2049 |
| Nov 1, 2020 | B6 | PBI | EWR | 244 | 320 | 162 | 1824 | 2113 |
| Nov 1, 2020 | B6 | PBI | JFK | 1054 | E90 | 100 | 1845 | 2129 |
| Nov 1, 2020 | G4 | PBI | CVG | 1354 | 320 | 186 | 1941 | 2200 |
| Nov 1, 2020 | B6 | PBI | BOS | 280 | 320 | 162 | 2008 | 2309 |

For the sake of brevity, we have included only schedule detail data for one day. Actual report will have arrival and departure details for every day of the month.



Source: Cirium schedule data via Dilo Mi; Ailevon Pacific Aviation Consulting Analysis



**Palm Beach International Airport November 1, 2020 Schedule
ARRIVALS**

| Date | Mkt AI | Orig | Dest | Flight | Equip | Seats | Dep Time | Arr Time |
|-------------|--------|------|------|--------|-------|-------|----------|----------|
| Nov 1, 2020 | G4 | PIT | PBI | 1467 | 319 | 156 | 0600 | 0823 |
| Nov 1, 2020 | B6 | EWB | PBI | 643 | 320 | 150 | 0700 | 0935 |
| Nov 1, 2020 | DL | ATL | PBI | 2245 | 321 | 191 | 0815 | 0959 |
| Nov 1, 2020 | B6 | BOS | PBI | 2421 | 320 | 150 | 0700 | 1001 |
| Nov 1, 2020 | AA | PHL | PBI | 1820 | 321 | 181 | 0730 | 1002 |
| Nov 1, 2020 | UA | EWB | PBI | 1730 | 739 | 179 | 0820 | 1103 |
| Nov 1, 2020 | WN | BWI | PBI | 2128 | 73W | 143 | 0850 | 1120 |
| Nov 1, 2020 | DL | ATL | PBI | 1419 | 739 | 180 | 0940 | 1124 |
| Nov 1, 2020 | AA | PHL | PBI | 555 | 320 | 150 | 0935 | 1209 |
| Nov 1, 2020 | B6 | JFK | PBI | 1753 | 320 | 162 | 0945 | 1228 |
| Nov 1, 2020 | AA | ORD | PBI | 1022 | 319 | 128 | 0840 | 1238 |
| Nov 1, 2020 | UA | IAD | PBI | 3459 | E7W | 70 | 1030 | 1319 |
| Nov 1, 2020 | G4 | AVL | PBI | 1257 | 320 | 186 | 1201 | 1349 |
| Nov 1, 2020 | DL | ATL | PBI | 1424 | 739 | 180 | 1215 | 1356 |
| Nov 1, 2020 | B6 | PHL | PBI | 1188 | 320 | 162 | 1131 | 1413 |
| Nov 1, 2020 | B6 | BDL | PBI | 1141 | 320 | 162 | 1140 | 1430 |
| Nov 1, 2020 | AA | DFW | PBI | 2188 | 738 | 160 | 1050 | 1443 |
| Nov 1, 2020 | AA | PHL | PBI | 2784 | 319 | 128 | 1215 | 1451 |
| Nov 1, 2020 | B6 | BOS | PBI | 221 | 320 | 162 | 1150 | 1453 |
| Nov 1, 2020 | UA | ORD | PBI | 3536 | E7W | 70 | 1100 | 1514 |
| Nov 1, 2020 | F9 | TTN | PBI | 819 | 320 | 186 | 1255 | 1537 |
| Nov 1, 2020 | WN | BWI | PBI | 1287 | 73W | 143 | 1320 | 1545 |
| Nov 1, 2020 | DL | ATL | PBI | 1410 | 739 | 180 | 1456 | 1640 |
| Nov 1, 2020 | AA | CLT | PBI | 1635 | 321 | 187 | 1444 | 1641 |
| Nov 1, 2020 | B6 | PVD | PBI | 1287 | 320 | 162 | 1405 | 1656 |
| Nov 1, 2020 | B6 | HPN | PBI | 1567 | 320 | 162 | 1415 | 1657 |
| Nov 1, 2020 | G4 | IND | PBI | 1814 | 320 | 186 | 1450 | 1712 |
| Nov 1, 2020 | B6 | JFK | PBI | 2153 | E90 | 100 | 1445 | 1727 |
| Nov 1, 2020 | UA | EWB | PBI | 1105 | 739 | 179 | 1530 | 1813 |
| Nov 1, 2020 | AA | CLT | PBI | 1321 | 321 | 187 | 1632 | 1830 |
| Nov 1, 2020 | G4 | CVG | PBI | 1383 | 320 | 186 | 1640 | 1856 |
| Nov 1, 2020 | AA | PHL | PBI | 1785 | 321 | 181 | 1615 | 1859 |
| Nov 1, 2020 | B6 | BOS | PBI | 721 | 320 | 162 | 1600 | 1904 |
| Nov 1, 2020 | DL | ATL | PBI | 1451 | 739 | 180 | 1743 | 1925 |
| Nov 1, 2020 | B6 | EWB | PBI | 1443 | 320 | 162 | 1700 | 1939 |
| Nov 1, 2020 | WN | BWI | PBI | 2236 | 73W | 143 | 1720 | 1945 |
| Nov 1, 2020 | B6 | HPN | PBI | 967 | 320 | 162 | 1755 | 2035 |
| Nov 1, 2020 | B6 | DCA | PBI | 433 | E90 | 100 | 1825 | 2044 |
| Nov 1, 2020 | DL | ATL | PBI | 1990 | 757 | 199 | 1910 | 2052 |
| Nov 1, 2020 | DL | ATL | PBI | 1425 | 739 | 180 | 2054 | 2235 |
| Nov 1, 2020 | AA | DFW | PBI | 2271 | 738 | 160 | 1855 | 2248 |

For the sake of brevity, we have included only schedule detail data for one day. Actual report will have arrival and departure details for every day of the month.

Source: Cirium schedule data via Diio Mi; Ailevon Pacific Aviation Consulting Analysis 9

ATTACHMENT 4: Key Personnel Resumes (3.2.4)**OLIVER LAMB**
MANAGING DIRECTOR**Managing Director**

Ailevon Pacific Aviation Consulting - January 2014 to Present

- Executive leader and manager of a leading team of professional aviation consultants
- Managed post-merger integration of Pacific Aviation Consulting and Ailevon into Ailevon Pacific Aviation Consulting in 2014, creating one of the world's largest independent air service development consultancies
- Oversees a diverse portfolio of clients, including large and small airports and destination marketing organizations in the United States, Canada, Australia, the UK and Bermuda
- Recognized as one of the world's leading air service development experts, having provided insights to The Wall Street Journal, CNN, CNBC, New York Magazine, The Australia Financial Review and many others
- Provides international management skills and international business expertise to U.S. based staff, supporting our consultants to advise U.S. clients on expanding their international reach.

Managing Director & Founder

Pacific Aviation Consulting – May 2009 to December 2013

- Founded a boutique consulting firm that offered aviation-related commercial and strategic advice to 17 airports, tourism authorities, governments and defense providers, with clients located in the Asia-Pacific, the Americas and Europe.
- With a core business of aligning client needs with those of airlines – market identification & network development – and working closely with airlines around the world, PAC provided general strategic advice, M&A advice & analysis, corporate structure & human resource strategy, staff training and advocacy services

Consultant/Associate

Aspiron Consultancy Pty Ltd – January 2008 to May 2009

- First full-time management consultant for a young, boutique aviation consulting firm
- Built on the firm's contacts within, and knowledge of, the aviation industry by bringing in strategic consulting techniques, processes and training methodologies
- Developed, composed and presented the corporate strategy for a major airport, an aviation strategy for an Australian state government and training all staff in key methodologies and techniques

Consultant

Port Jackson Partners Limited – January 2007 to December 2007

- At Australia's top home-grown consultancy, developed strategic responses to challenges in industries ranging from mining, mining services, retail, health insurance, building products, banking and, ultimately, aviation
- Focused on professional development as a consultant, instilling the values of analytical and strategic excellence, coupled with a deep commitment to clients' wellbeing and their interests

Education

UNIVERSITY OF SYDNEY – Sydney, NSW

Bachelor of Arts – Advanced French and Spanish – 2006

Bachelor of Commerce – Economics – 2006

INVETEC Award for Most Outstanding All-Round Student

UNIVERSITY OF NEW SOUTH WALES - Sydney, NSW

Master of Science and Technology -Aviation Management (ongoing - on leave)

Skills

Technically proficient in Microsoft Excel, Access, PowerPoint, Word and industry databases (T-100, US DOT O&D, Form 41, OAG, IATA AirportIS, etc.)

CARRIE KENRICK KELLY

SENIOR CONSULTANT

**Senior Consultant**

Ailevon Pacific Aviation Consulting – September 2018 to Present

- Designed four phases of COVID-19 recovery plans for clients to re-develop air service that was reduced or eliminated during the pandemic (i.e. travel sentiment surveys, websites for airline planners)
- Built strategic and tactical air service development plans for clients which increased and improved air service to satisfy demand between cities; led to 50+ market improvements across 12 clients and 32 airports which generated a 2.5 million increase in annual enplanements
- Analyzed a Pacific Northwest airport's incentive program and provided recommendations which led to the launch of three new routes within four months after the changes were implemented
- Presented impactful and succinct presentations to audiences of 10 to 300 people from airport boards, tourism organizations, industry events

Consultant

Ailevon Pacific Aviation Consulting – August 2017 to September 2018

- Conducted comprehensive market assessments for clients examining the competitive, economic, industry and market environments and based on our research findings, developed recommendations on how to grow passenger traffic which led to added capacity
- Produced catchment studies for airports with annual enplanements ranging from 330 thousand to 2.4 million to determine airport usage within a designated region which feeds into the airport's strategic plan in how best to increase the airport's capture rate

Business Development - Commercial Initiatives Business Consultant

Southwest Airlines – January 2017 to August 2017

- Identified commercial-focused \$500 million+ annual revenue generating opportunities; developed business cases, implementation strategies and plans; highlights include:
- Built a business case for Southwest to enter stations seasonally (i.e., ski resorts)

Business Development/Network Planning – Strategic Performance Business Consultant

Southwest Airlines – August 2015 to January 2017

- Business Development's 2016 Employee of the Year
- Spearheaded Southwest's five-year strategic plan to serve as the enterprise-wide roadmap
 - Assessed the capabilities investment required to turn the network plan into an action plan (i.e.,
 - Provided investment recommendations to executive leadership to remain competitive against industry competitors by analyzing nine airlines fleets, capacity & strategic plans
- Produced communications materials to aide executive leadership in presenting to internal and external stakeholders (Board of Directors retreats, Industry Conferences, Investor Day, etc.)

Network Planning – Analyst/Senior Analyst

Southwest Airlines – April 2013 to August 2015

- Controlled and managed 130 routes that generated over \$3 billion, or 15% of revenue annually
- Served on a negotiation team to put together a two year multi-million-dollar revenue guarantee for a route which went into effect in 2015 and is still operating today (2020)

EducationSOUTHERN METHODIST UNIVERSITY, COX SCHOOL OF BUSINESS – Dallas, Texas
Masters of Business Administration, 2016TESAS CHRISTIAN UNIVERSITY, NEELEY SCHOOL OF BUSINESS – Fort Worth, Texas
Bachelor of Business Administration, Marketing & Entrepreneurial Management, 2012**Skills**Technically proficient in Microsoft Excel, PowerPoint, Word, Tableau.
Travel Industry databases (ARC, Form 41, OAG, STR, T-100, US DOT O&D, Visa Vue Travel)

LACEY PALMER ALICIE

SENIOR MANAGER, DATA ANALYTICS

**Senior Manager, Data Analytics**

Ailevon Pacific Aviation Consulting - March 2020 to Present

- Manages a team of consultants responsible for the data analytics required to attract, initiate, expand, retain, and improve air service for our clients

Senior Manager, Revenue Recognition & Passenger Statistics

American Airlines – May 2017 to February 2020

- Managed a team of 30 clerical staff and analysts responsible for auditing and editing flown data including ticketing and passenger/traffic data for the purpose of Revenue Recognition, AA internal strategic decision making, SEC reporting, and government reporting

Senior Manager, Revenue Analysis

American Airlines – February 2015 to May 2017

- Managed a team of 6-9 analysts responsible for supporting all of Revenue Management in revenue generating and maximizing efforts, including analyses around pricing and YM strategies and execution, Ultra Low-Cost Carrier pricing strategies, product segmentation, etc.
- Responsible for clearly and concisely communicating revenue strategies, performance, and outlook to all levels of the company ranging from the Board of Directors and Senior Executives to analysts

Manager, Domestic Yield Analysis

American Airlines/US Airways – June 2012 to January 2015

- Managed the integration efforts of Domestic Yield Management including defining goals, responsibilities, and organizational design/structure
- Managed a team of 6-10 strategic forecast analysts responsible for maximizing \$3B in annual revenues through forecasting passenger demand for the Northeast spokes and the MIA hub

Senior Analyst, Strategy & Long-Range Network Planning

US Airways - March 2011 to May 2012

- Contributed to the business justification regarding consolidating with American Airlines including the estimation of revenue synergies and the creation of presentations for Senior Management, Board of Directors, Wall Street analysts, American Airlines Creditors Committee, and US Airways Shareholders
- Developed and maintained models that evaluated P&L impact of various strategic scenarios including capacity cut or add initiatives, fleet selection/planning, and economics of aircraft reconfigurations

Senior Analyst, Revenue Management - International Pricing

US Airways – October 2010 to March 2011

- Created new and innovative competitive pricing strategies in Latin and Caribbean O&Ds, which directly led to P&L increases of 150%

Analyst & Team Lead, Revenue Management - Domestic Yield Management

US Airways – December 2008 to October 2010

- Supervised 7 strategic forecast analysts in their daily activities and responsibilities

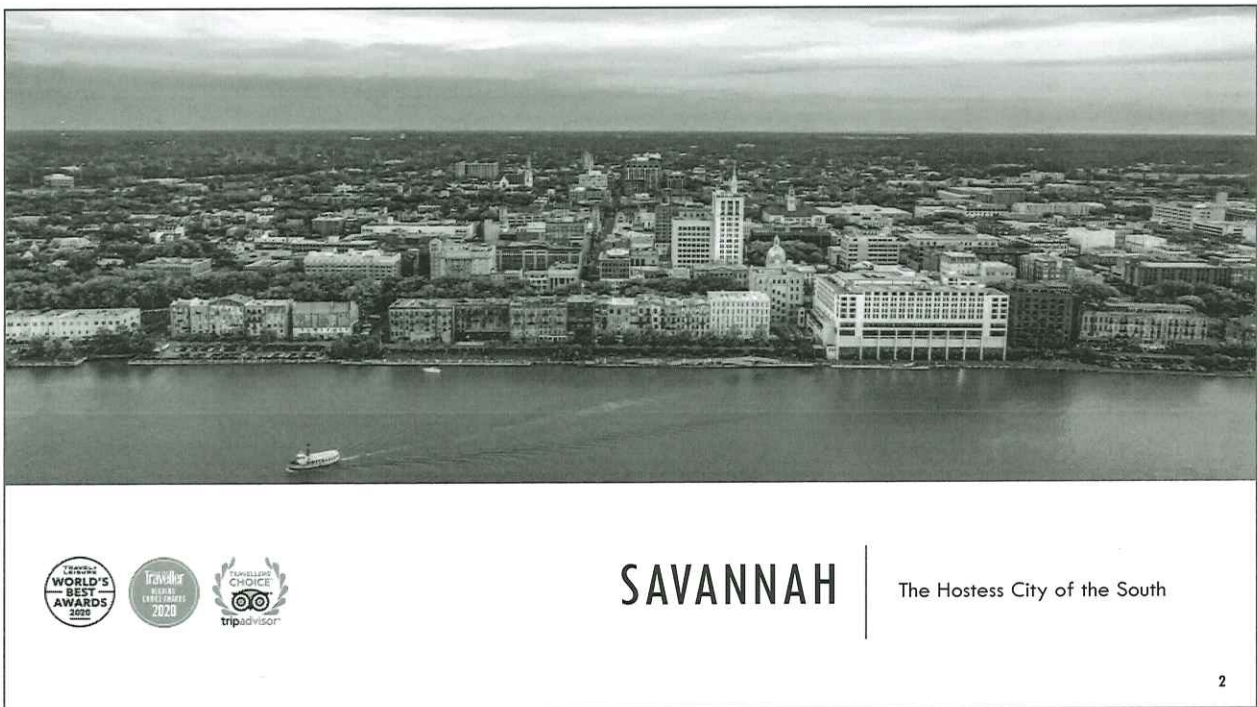
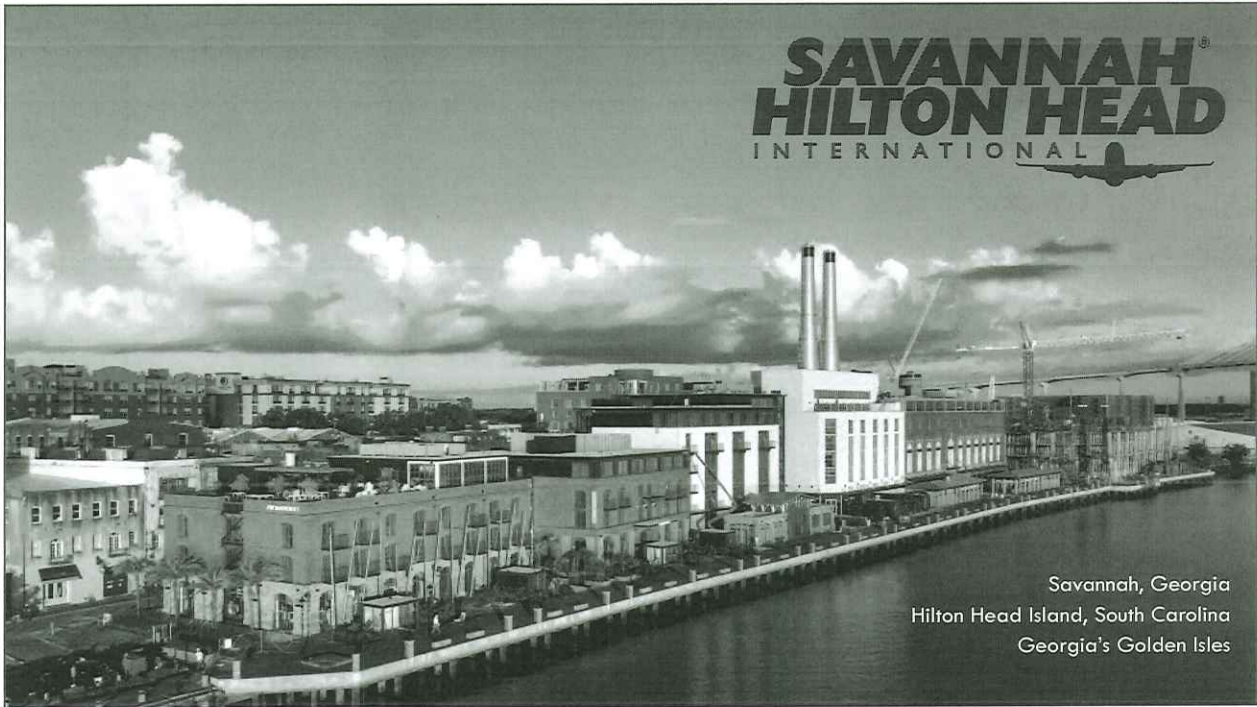
Education

BRIGHAM YOUNG UNIVERSITY – PROVO, UT
 Bachelor of Science in Economics, Minor in Mathematics, 2008

Skills

Technically proficient in Microsoft Excel, Access, PowerPoint, Word, SAS, SQL, PROS, AirFlite/AirVision, ATPCO, and industry databases (T-100, US DOT O&D, Form 41, OAG, etc.)

ATTACHMENT 5: Sample Proposals/Presentations (3.2.5)



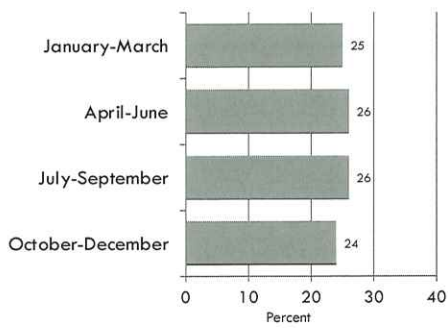
RANKED ONE OF THE WORLD'S BEST CITIES BY TRAVEL + LEISURE

#4 in the USA



RECORD 8.4 MILLION ANNUAL OVERNIGHT VISITORS IN 2019

Good year-round weather results in virtually no visitor seasonality for Savannah



Source: Longwoods International, August 2020

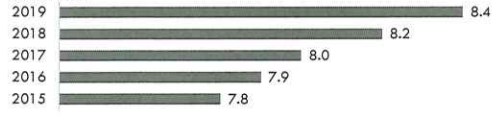




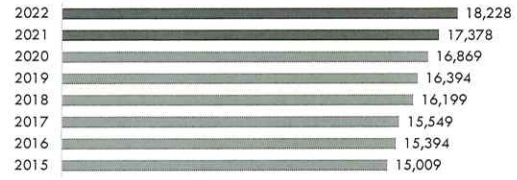
MORE PRODUCT...MORE VISITORS...MORE PRODUCT

Savannah is enjoying a rapidly growing and diversifying lodging environment, which is helping to drive record visitor growth and vice versa.

TOTAL SAVANNAH ANNUAL OVERNIGHT VISITORS

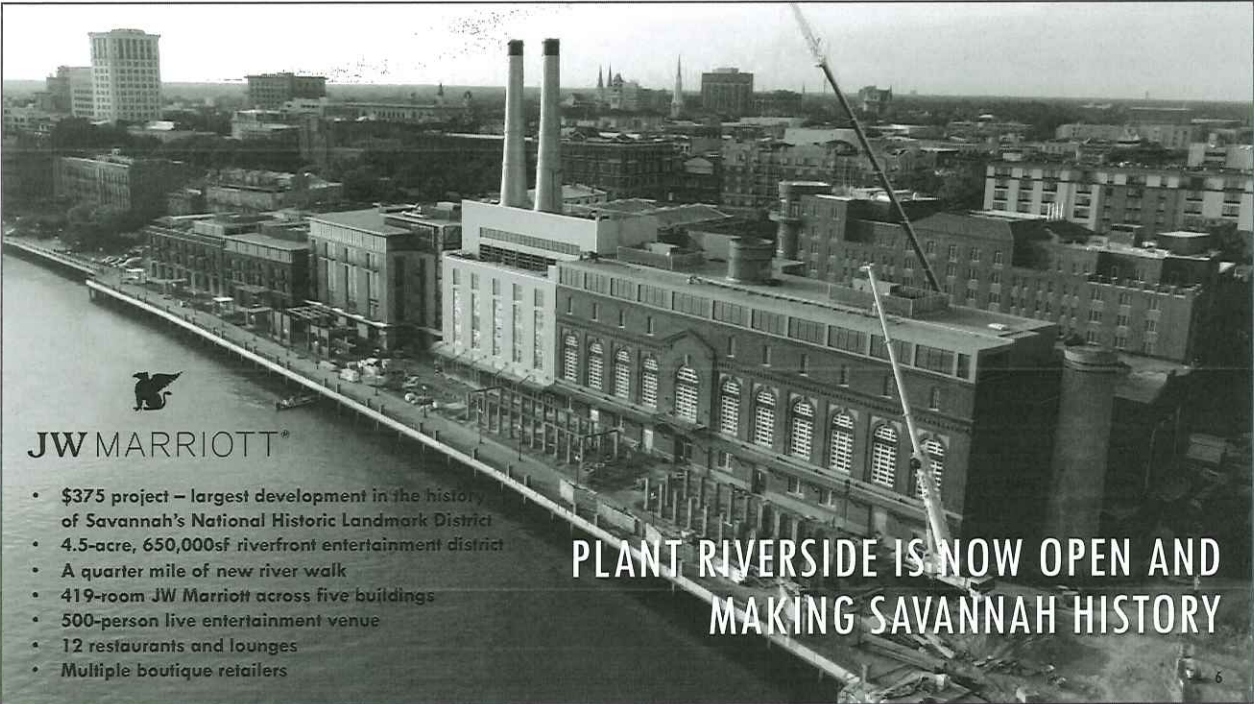


TOTAL SAVANNAH HOTEL ROOMS



Source: Longwoods International August 2020; Visit Savannah

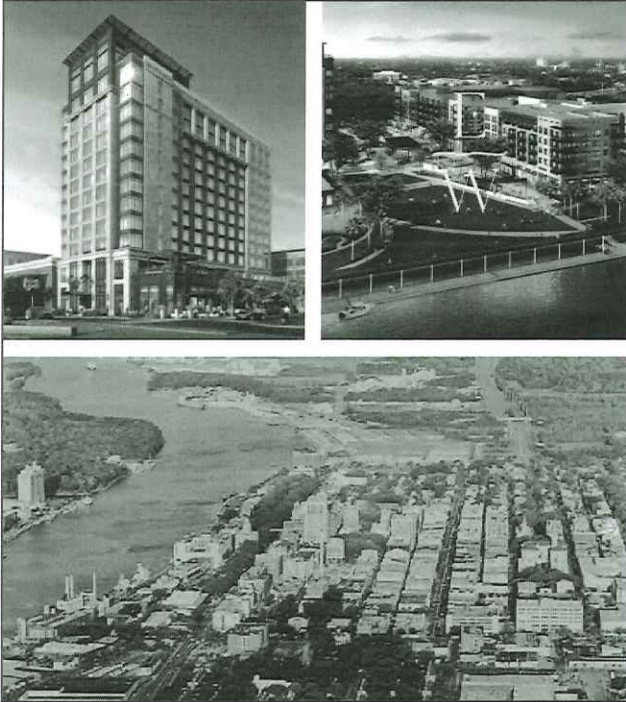
5



 JW MARRIOTT®

- \$375 project – largest development in the history of Savannah’s National Historic Landmark District
- 4.5-acre, 650,000sf riverfront entertainment district
- A quarter mile of new river walk
- 419-room JW Marriott across five buildings
- 500-person live entertainment venue
- 12 restaurants and lounges
- Multiple boutique retailers

PLANT RIVERSIDE IS NOW OPEN AND MAKING SAVANNAH HISTORY



EASTERN WHARF

New mixed-use development along 2,000 feet of riverfront on Savannah's east side.

Expected to cost about \$225 million, it will include 306 luxury apartments, 196-room boutique hotel, 40,000 square feet devoted to retail, food and beverage and 80,000 square feet of Class A office space

First phase projected to deliver in the fall of 2020.

7

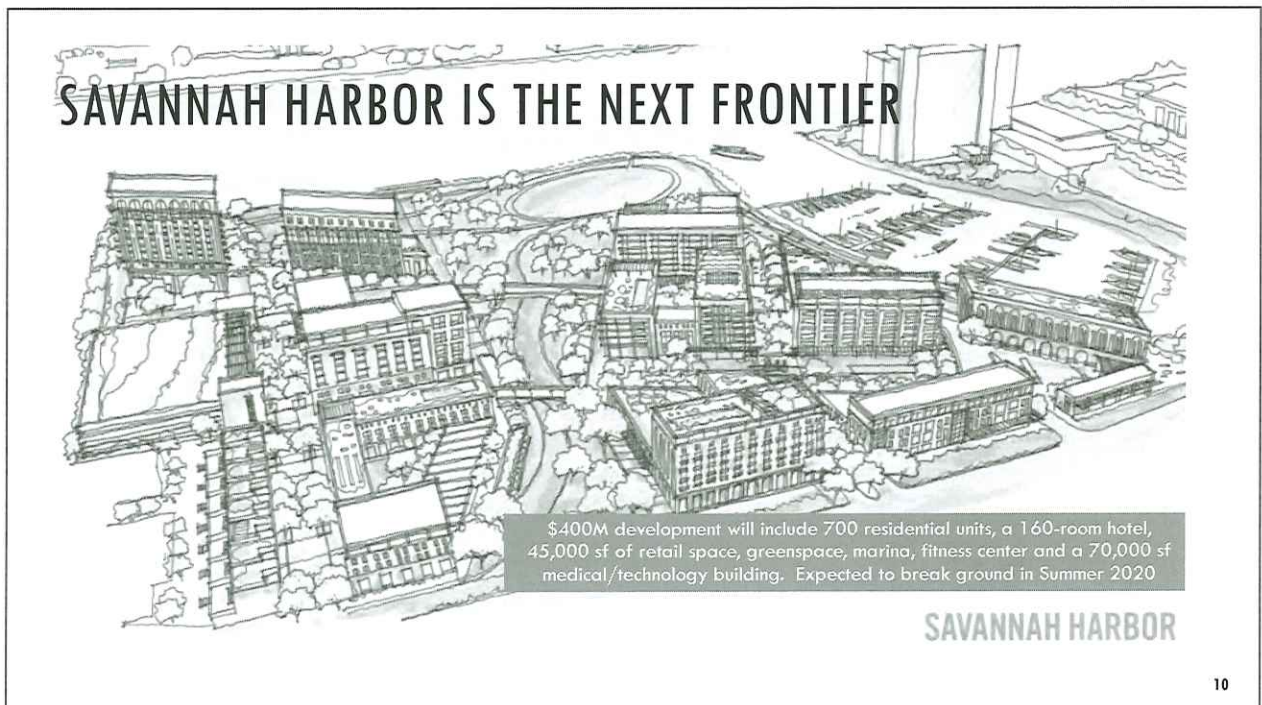
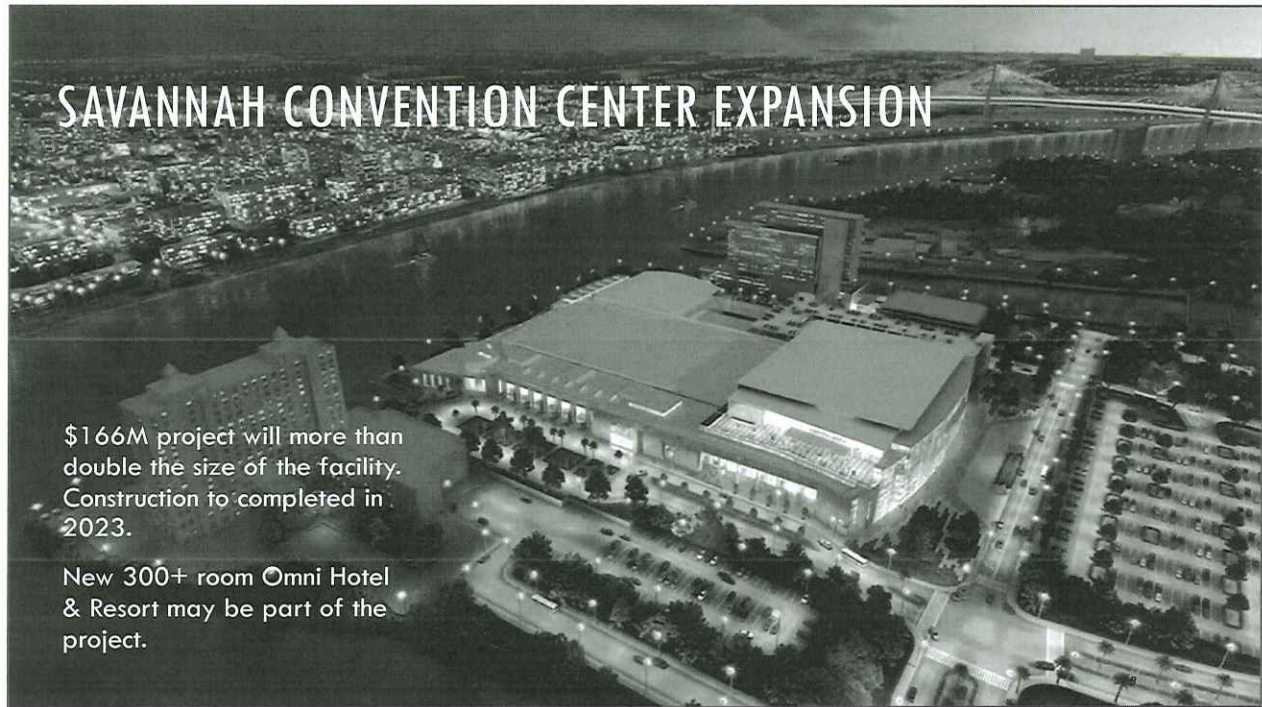


CANAL DISTRICT PROJECT

Savannah is launching the largest single project in its history, a multiphase venture that will revive an under-appreciated canal and expand its lively tourist district west.

Expected to cost about \$140 million, Savannah's Canal District will be anchored by a new 9,000-seat arena, while an 1893 waterworks building beside the canal will be revitalized to infuse historical uniqueness.

8





Gulfstream

In 2019, Georgia ranked No. 2 for aerospace manufacturing

Savannah-based Gulfstream Aerospace is Georgia's largest manufacturing employer with 10,250 employees

GULFSTREAM PROPELS GA'S AEROSPACE SECTOR

Source: PwC 2019 Aerospace manufacturing attractiveness rankings

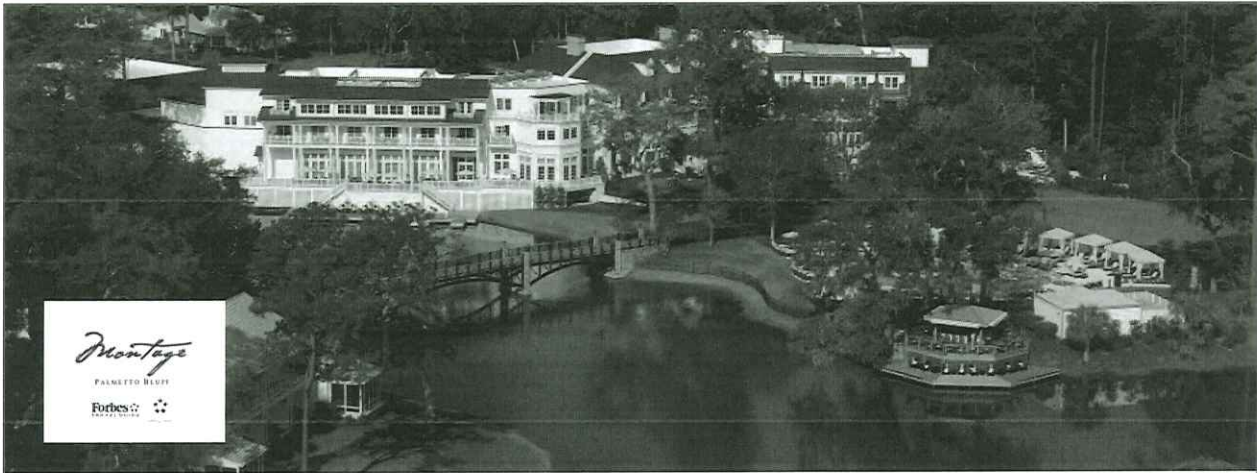
11

THE PORT OF SAVANNAH DRIVES GEORGIA'S ECONOMY

| | | |
|--|---|---|
| #3 | #1 | #1 |
| Largest Container Port in the United States 2019 | Fastest Growing U.S. Container Port 2009-2019 | Largest Loaded Container Export Port January-May 2020 |

Handles one in every five containers shipped along the East Coast

12



HILTON HEAD ISLAND

America's Favorite Island

15



HHI HOSTED A RECORD 2.7M VISITORS IN 2019

TRAVEL+LEISURE

#3

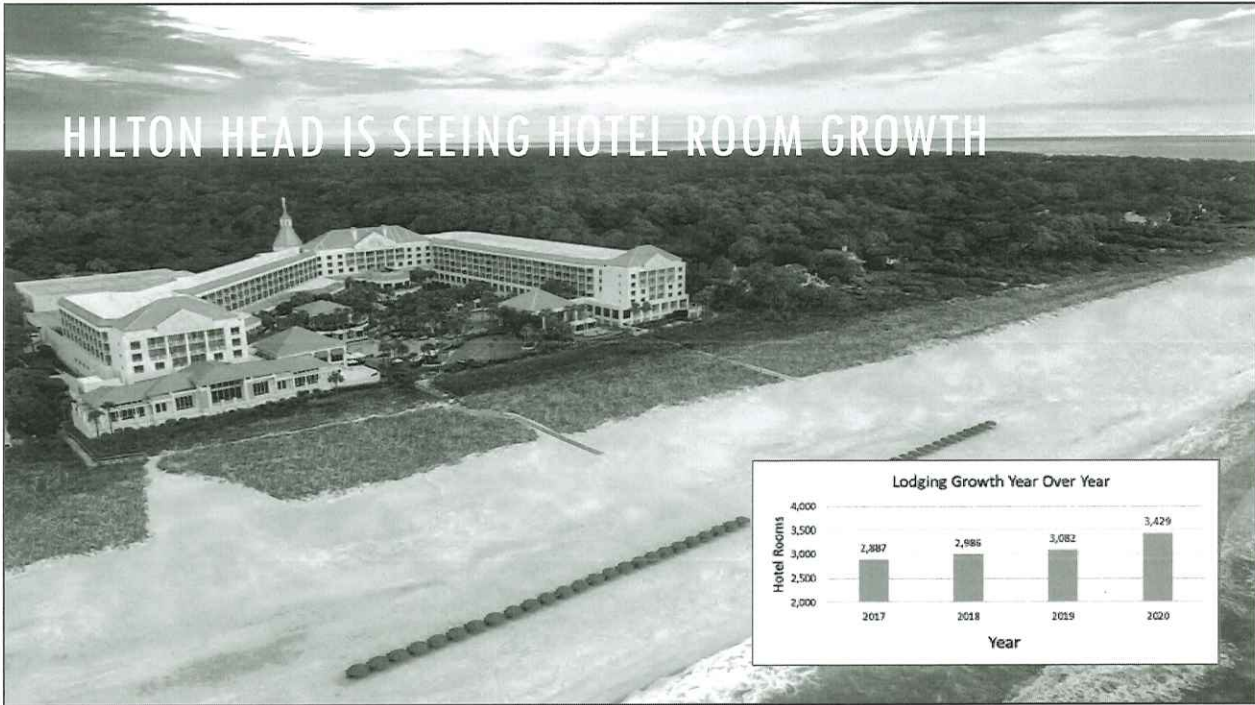
Island Destination in North America – 2020

Average Visitor Income:
\$150,000/year

Average Length of Stay: 7 days

70% Visitor Return Rate

16



IT'S ALWAYS THE BEST OF FUN & SUN AT HILTON HEAD ISLAND

Hilton Head is America's favorite island, offering 12 miles of pristine beaches and everything needed for the ultimate retreat.

Enjoy easy days relaxing in the sun, sand and surf on some of the best beaches in the country. Get into the swing of things with 24 world class golf courses and 350 tennis courts.

Outdoor adventure is yours—ride horseback through a forest preserve or bike on the beach and moss-draped trails.



THE GOLDEN ISLES

The Perfect Getaway

#1 BEST ISLANDS IN THE CONTINENTAL US

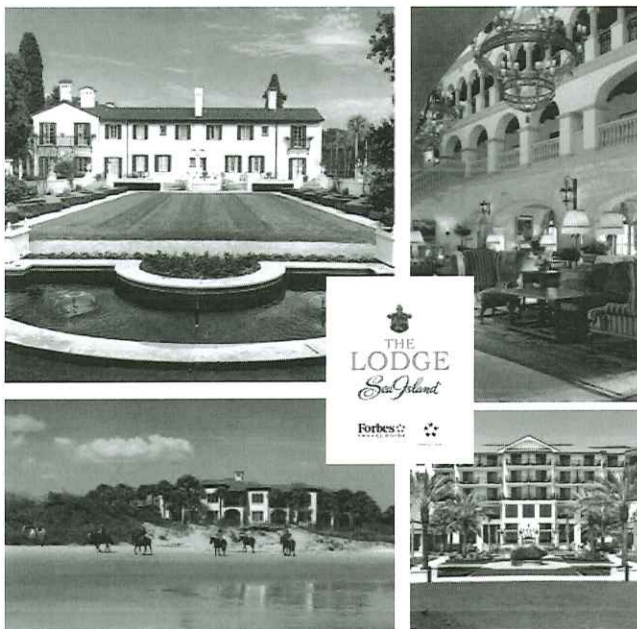
The four barrier islands draw wildlife fans keen to spot migrating North Atlantic right whales, swim with loggerhead turtles, and enjoy some of the country's best bird-watching. That's not to say one has to rough it on these isles, which are known for extraordinary golf courses, restaurants, and five-star resorts, including the 265-room Cloister at Sea Island, which has access to five miles of private beach. Jekyll Island earns devotees for its enchanting historic area, family-friendly vibe (there's a miniature golf course), and lauded beaches. Wrote one fan, "So much to do and see!"

— Travel + Leisure, July 2020



THE PERFECT STAY

Over 2.9 million annual visitors flocked to five world-class resorts and over 70 hotels in 2019. Over 1,500 new hotel rooms will be added to the existing 7,000 by the end of 2020.



Forbes

#? BEST DOMESTIC AIRPORT



IN 2014, SAV HAD SERVICE TO NETWORK CARRIER HUBS ONLY, THEN CAME JETBLUE...



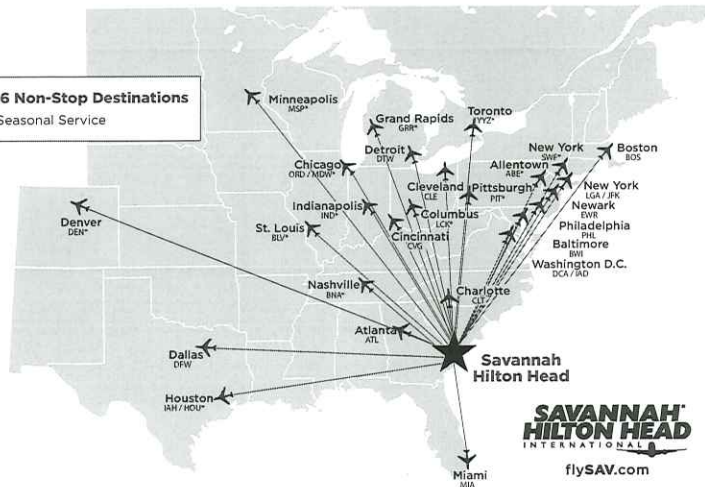
Source: Ailevon Pacific Aviation Consulting analysis
SAV Airport Authority

JETBLUE'S ARRIVAL VALIDATED THE IDEA THAT THESE DRIVE MARKETS COULD BECOME FLY MARKETS...AND SO THEY DID

Visitors are discovering the region in record numbers



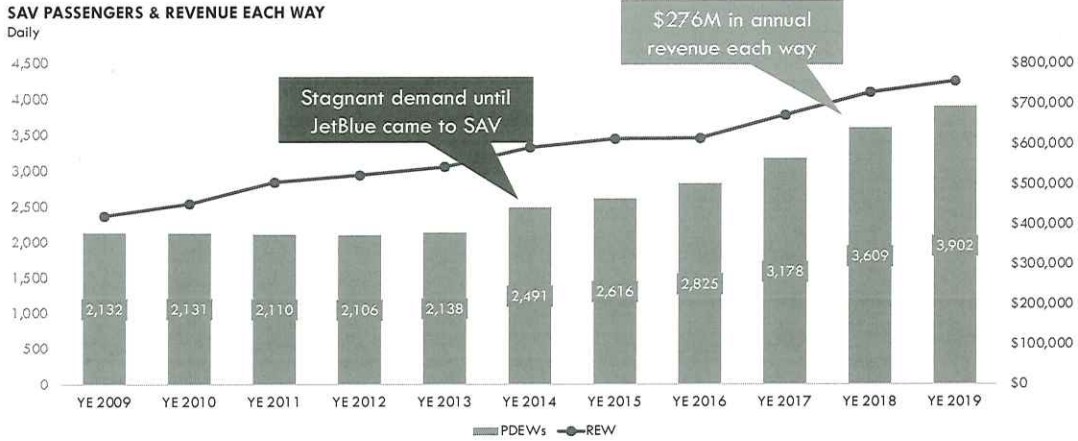
26 Non-Stop Destinations
*Seasonal Service



Source: Ailevon Pacific Aviation Consulting analysis
SAV Airport Authority

SAV HAS BEEN SETTING TRAFFIC RECORDS EVERY YEAR SINCE 2013

SAV PASSENGERS & REVENUE EACH WAY
Daily



Source: Ailevon Pacific Aviation Consulting analysis Diio MI DOT

SAV IS THE TOP U.S. DESTINATION MARKET WITHOUT SOUTHWEST

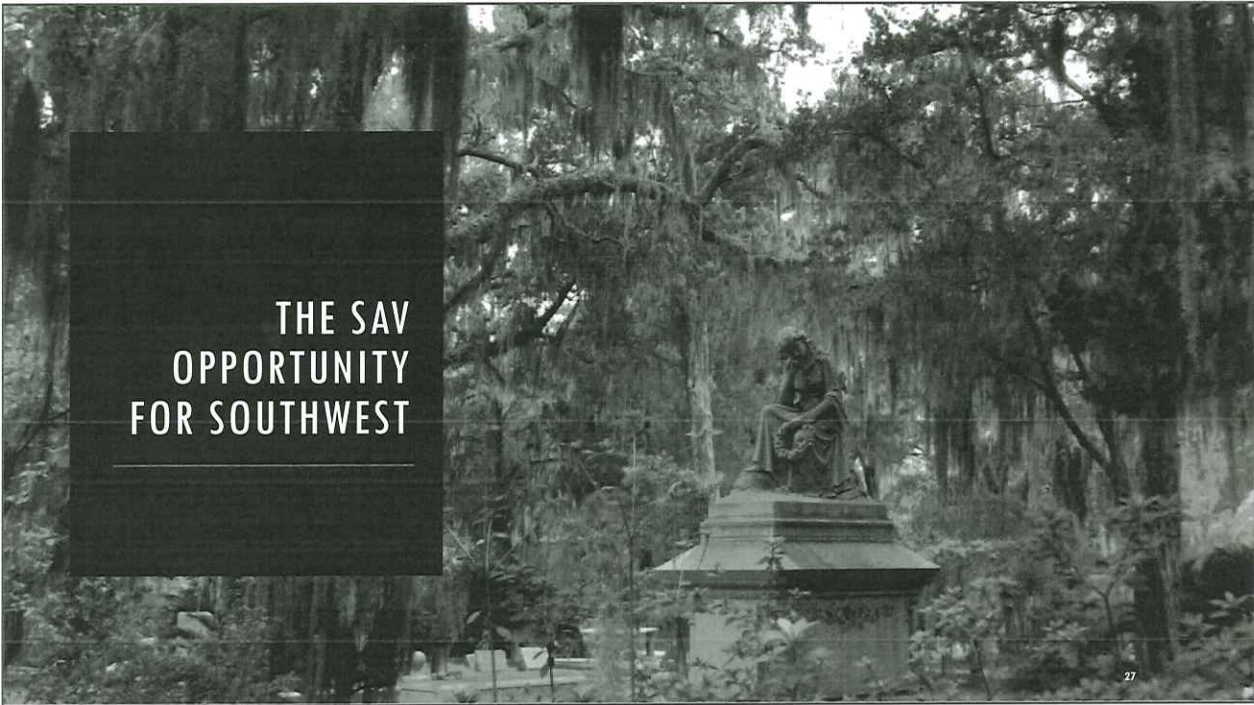
SOUTHWEST AND AMERICA'S TOP DESTINATIONS

Travel + Leisure Top 10 U.S. Cities 2020

| T+L Top City | Nearest WN Airport | Miles to Destination | One Hour Drive |
|---------------------|--------------------|----------------------|----------------|
| Charleston SC | CHS | 12 | ✈ |
| New Orleans, LA | MSY | 15 | ✈ |
| Santa Fe, NM | ABQ | 64 | ✈ |
| Savannah, GA | CHS | 108 | |
| Chicago, IL | MDW | 11 | ✈ |
| New York, NY | LGA | 12 | ✈ |
| San Antonio, TX | SAT | 9 | ✈ |
| Honolulu, HI | HNL | 6 | ✈ |
| Asheville, NC | AVL | 123 | |
| Austin, TX | AUS | 7 | ✈ |

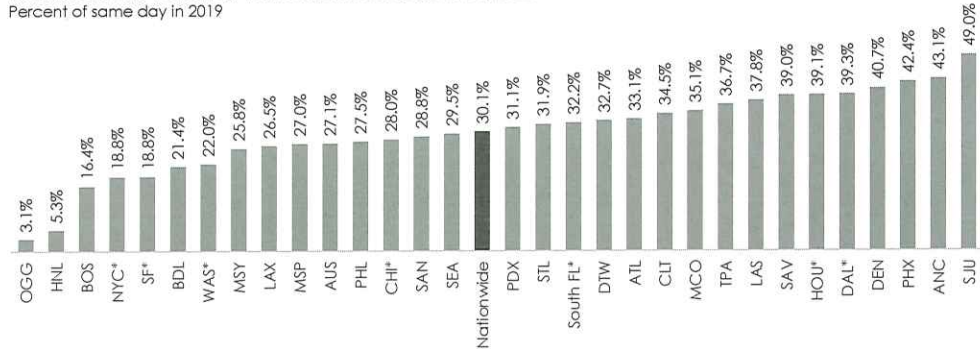
✈ Southwest-served airport is within an one hour drive of destination





SAV TRAVELERS ARE AT 39% OF LAST YEAR, 9 POINTS HIGHER THAN NATIONWIDE AVERAGE

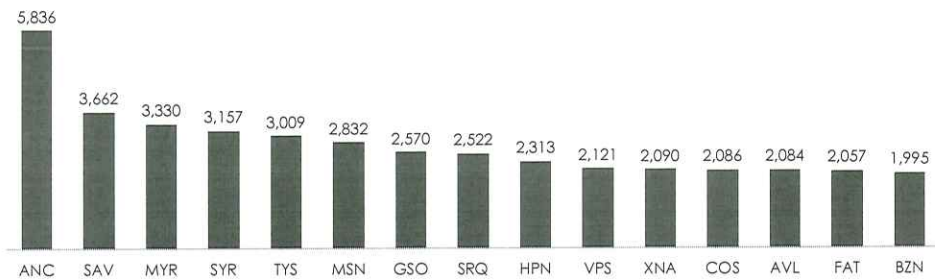
TSA PASSENGER VOLUMES, WEEK ENDING SEPTEMBER 17, 2020
Percent of same day in 2019



*Includes co-markets: NYC (JFK, LGA, EWR & HPN); SF (SFO, OAK & SJC); WAS (DCA, IAD & BWI); HOU (HOU & IAH); CHI (ORD & MDW); South FL (MIA, FLL & PBI); DAL (DAL & DFW)
Source: Transportation Security Administration; Ailevon Pacific Aviation Consulting analysis

SAV IS NOW THE BEST OPPORTUNITY FOR SOUTHWEST IN THE LOWER 48 STATES

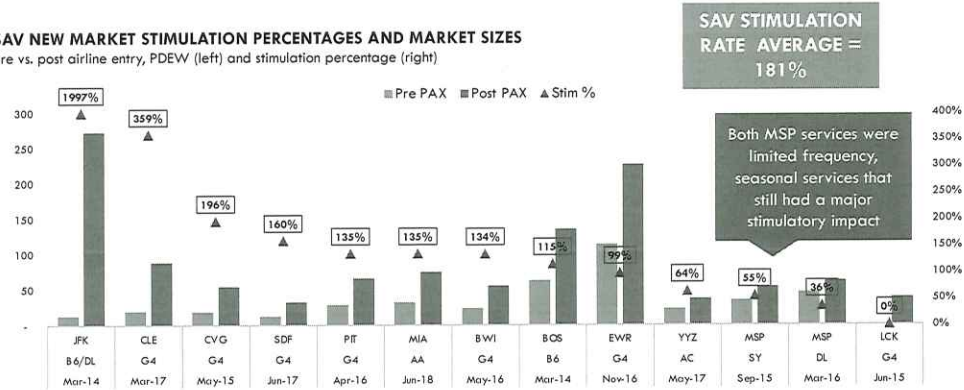
TOP 15 CITIES SOUTHWEST DOES NOT CURRENTLY SERVE
Daily passengers; YE 2019



Note 1: Excludes WN co-terminal markets AZA (PHX), DFW (DAL), IAH (HOU), JFK (LGA), ORD (MDW), PIE (TPA), RSW (PGD), SFB (MCO). Includes HDN, MIA & PSP
Note 2: Domestic only
Sources: Cirium DOT and schedule data via Dilo MI; Ailevon Pacific Aviation Consulting

THE EVIDENCE IS OVERWHELMING... IF YOU FLY IT, THEY WILL COME

SAV NEW MARKET STIMULATION PERCENTAGES AND MARKET SIZES
Pre vs. post airline entry, PDEW (left) and stimulation percentage (right)

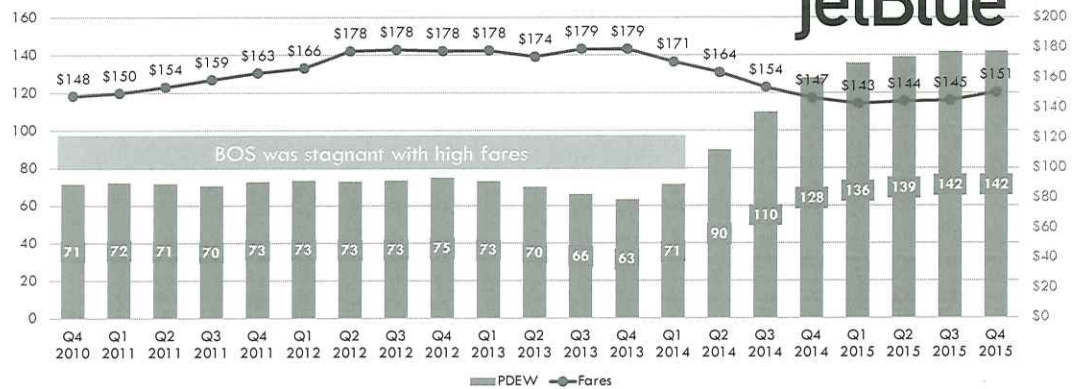


Source: Ailevon Pacific Aviation Consulting analysis Dilo MI DOT

THIS IS TRUE FOR BOTH LOW COST SERVICE...

SAV-BOS DEMAND & FARE TRENDS

4Q rolling for first 6Qs after nonstop service began



32

... AND LEGACY SERVICE AS WELL

SAV-SOUTH FLORIDA DEMAND & FARE HISTORY & FORECAST

4Q rolling

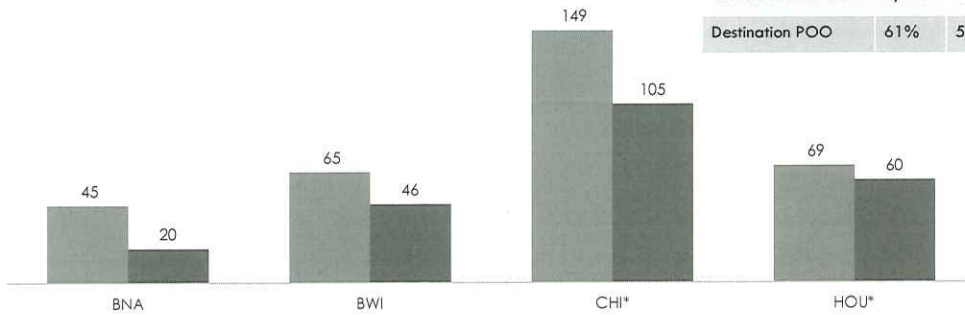


33

SAV & CHS HAVE SIMILAR PROFILES...AND SAV IS CURRENTLY BIGGER THAN PRE-SOUTHWEST CHS

SAV VS. CHS MARKET SIZES PRIOR TO SOUTHWEST SERVICE
Passengers daily each way

■ SAV ■ CHS



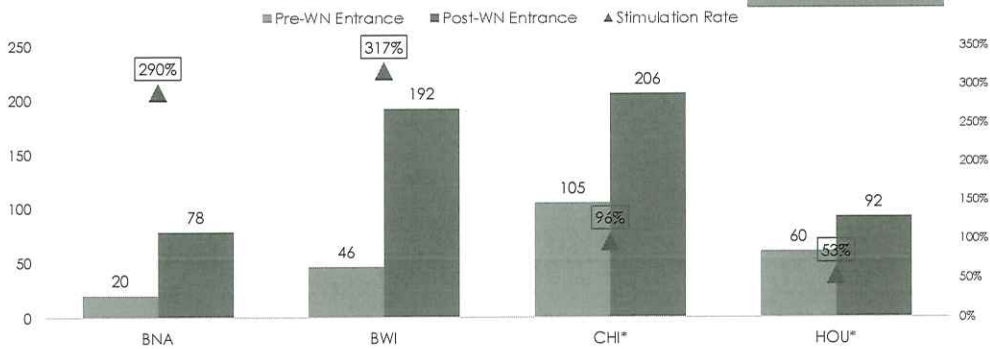
| Total Market Size (PDEW) | SAV | CHS |
|--------------------------|-------|-------|
| Pre-WN Market Size | 3,736 | 2,748 |
| Current Market Size | 3,736 | 6,111 |
| Destination POO | 61% | 57% |

*Includes co-markets
Source: Dilo MI DOT O&D Survey, Ailevon Pacific Aviation Consulting analysis

34

AND SAV STIMULATION RATES OF 181% ARE HIGHER THAN SOUTHWEST CHS STIMULATION RATES

CHS STIMULATION RATES OF SOUTHWEST MARKETS
Market sizes (left), stimulation rates (right)



CHS STIMULATION RATE AVERAGE = 146%

Source: Dilo MI DOT O&D Survey, Ailevon Pacific Aviation Consulting analysis

35

SIX KEY SOUTHWEST CITIES STAND OUT AS VIABLE MARKETS FOR SAV IN THE NEAR-TERM

| Market | YE1 Q2020 PDEW | OCT 2020 Competition (flights/week) |
|--------|----------------|--|
| MDW* | 149 | ORD UA 7x/wk CR7 ORD AA 6x/wk E75 MDW G4 2x/wk 320 |
| FLL* | 71 | MIA AA 5x/wk ERJ |
| ATL | 71 | ATL DL 54x/wk 717 |
| HOU* | 69 | IAH UA 2x/wk E75 |
| BWI | 65 | BWI G4 2x/wk 320 IAD UA 12x/wk CR7 |
| BNA | 45 | BNA G4 1x/wk seasonal service is currently suspended |



*Includes co-markets
Source: Diio MI DOT O&D Survey, Ailevon Pacific Aviation Consulting analysis

SOUTHWEST IN SAVANNAH = A SAVVY OPPORTUNITY!

SAV is the the top domestic destination market unserved by Southwest in the lower 48

SAV is served by every U.S. LCC, except Southwest

And the majority of SAV's top markets are Southwest strongholds

SAV responds incredibly well to new service with an average stimulation percentage of 181%

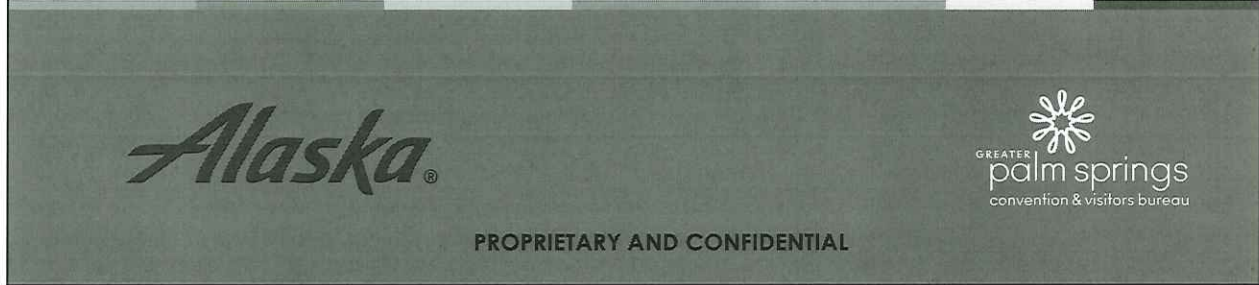
There are many similarities between CHS and SAV, both from a destination and an air service standpoint, and SAV is bigger and has higher stimulation rates than CHS pre-WN

ATL, BNA, BWI, FLL, HOU and MDW are all viable for Southwest SAV service

SAV is ready for Southwest!

For the sake of brevity, we have removed slides related to markets Alaska has not chosen to serve for Winter 2020. All common slides plus BOI, RNO and SJC remain

ALASKA AIRLINES



EXECUTIVE SUMMARY

| Market | Stage Length (miles) | Comments |
|------------|----------------------|--|
| <u>AUS</u> | 1132 | Demand between AUS and PSP has grown 14% every year over the last five years. Many city synergies between the two cities. |
| <u>BOI</u> | 672 | Significant growth (+8% annual) between BOI and PSP over the last five years. Alaska also #1 market share leader in BOI |
| <u>GEG</u> | 953 | Largest unserved market that isn't a Transcon |
| <u>RNO</u> | 344 | Lack of easy circuitous connections. Ample opportunity for fare stimulation. Current O&D fare (\$180) is nearly +45% what it would be on AS domestic fare curve (\$124). |
| <u>SJC</u> | 418 | 2 nd largest air market. 3 rd largest spend market in GPS. More than half of bookings on SFO-PSP come from zip codes closest to OAK and SJC |
| <u>SMF</u> | 439 | One of PSP's newest routes that started in 2019 – Contour was very successful from day 1. Demand stimulation was 200% while fares also increased |

Sources: Ailevon Pacific Aviation Consulting

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SECOND HOME OWNERSHIP

Approximately 66,578 properties in the Coachella Valley are second homes to individuals and families across the US (93%) and Canada (6%)¹

Top states:

1. California (68%) – SFO, SJC, SMF
2. Washington (7%) – GEG, PAE, SEA
3. Oregon (3%) - PDX
4. Illinois (2%)
5. Minnesota (1%)
6. Colorado (1%)
7. Nevada (1%) - RNO
8. Texas (1%) - AUS
9. New York (1%)
10. Idaho (1%) - BOI

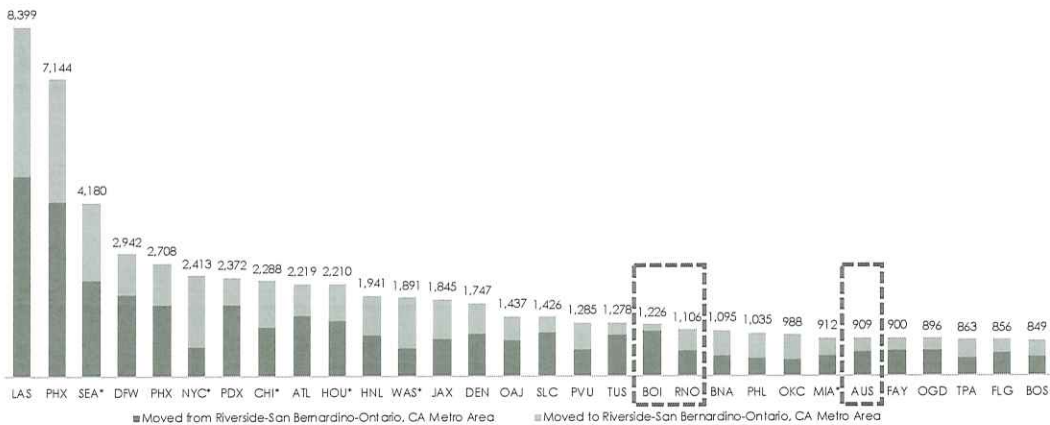


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Note 1: Research and findings delivered in July 2017
Sources: Ailevon Pacific Aviation Consulting, Greater Palm Springs CVB

OVER 3,000 PEOPLE MOVED BETWEEN RIVERSIDE COUNTY AND BOISE, RENO AND AUSTIN

RIVERSIDE COUNTY MSA MIGRATION PATTERNS¹ – TOP 30
To/from 2013 to 2017; excluding California MSAs



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Note 1: Airport is representative of the MSA. i.e. LAS represents Las Vegas-Henderson-Paradise, NV MSA
Sources: Ailevon Pacific Aviation Consulting, U.S. Census Migration

AUS & SMF WERE AMONG THE TOP 10 IN LARGEST TICKET GROWTH YEAR-OVER-YEAR

Expedia
2018 vs. 2019

Top 10 Origin Air Markets by YoY Ticket Growth

| Market | Last Year | Air Tickets | YoY % |
|------------------|-----------|-------------|-------|
| Newark, USA | 1,415 | 2,475 | 75% |
| Austin, USA | 723 | 967 | 34% |
| Sacramento, USA | 1,232 | 1,639 | 33% |
| Washington, USA | 1,491 | 1,791 | 20% |
| Chicago, USA | 4,213 | 5,014 | 19% |
| Kansas City, USA | 1,234 | 1,340 | 9% |
| Seattle, USA | 11,326 | 12,143 | 7% |
| Denver, USA | 3,894 | 4,145 | 6% |
| Houston, USA | 926 | 964 | 4% |
| Edmonton, CAN | 1,833 | 1,923 | 5% |

Sources: Ailevon Pacific Aviation Consulting, Expedia Group

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6

ALL OF PSP'S PROPOSED ALASKA'S OPPORTUNITIES ARE IN THE TOP 15 UNSERVED LARGEST MARKETS



Sources: Ailevon Pacific Aviation Consulting, Visa Vue Travel

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7

SAN JOSE, CALIFORNIA (SJC)

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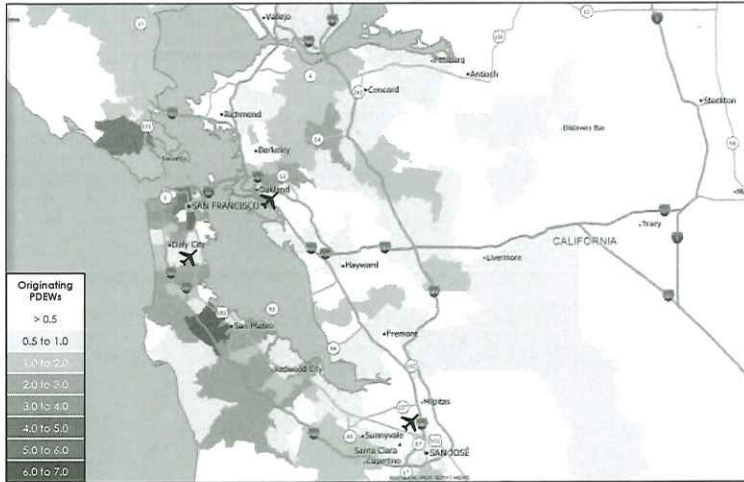
DEFINED ZONES OF THE SAN FRANCISCO BAY



Sources: Ailevon Pacific Aviation Consulting analysis, Port of Oakland, Mapitude

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HEAT MAP OF SFO TO PSP BOOKINGS



| TOP 20 CITIES FOR ORIGINATING PDEWS 1Q & 4Q 2019 | | |
|---|---------------|-------------------|
| Rank | City | Originating PDEWs |
| 1 | San Francisco | 86 |
| 2 | Oakland | 13 |
| 3 | San Jose | 10 |
| 4 | San Mateo | 10 |
| 5 | Burlingame | 7 |
| 6 | Santa Rosa | 6 |
| 7 | Berkeley | 6 |
| 8 | Redwood City | 6 |
| 9 | San Rafael | 6 |
| 10 | Mill Valley | 5 |
| 11 | Novato | 4 |
| 12 | Petaluma | 3 |
| 13 | San Carlos | 3 |
| 14 | Los Altos | 3 |
| 15 | Palo Alto | 3 |
| 16 | Menlo Park | 3 |
| 17 | Napa | 3 |
| 18 | Walnut Creek | 3 |
| 19 | Daly City | 3 |
| 20 | Lafayette | 3 |
| | Other | 106 |
| | Total | 293 |

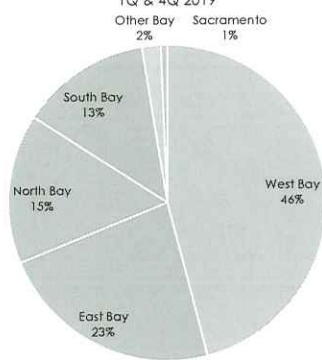
PROPRIETARY AND CONFIDENTIAL

Sources: Ailevon Pacific Aviation Consulting analysis, Mapitude, Airline Reporting Corporation (ARC); 1Q & 4Q 2019, DOT via Cirium

10

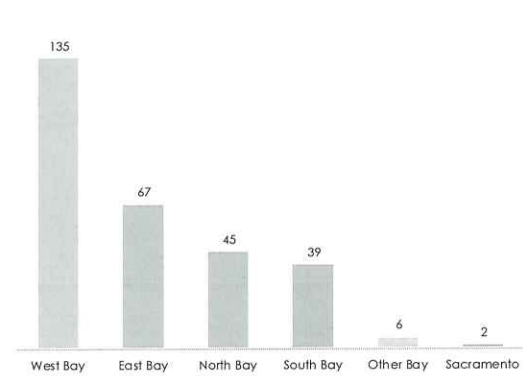
MORE THAN HALF OF THE TRAFFIC ON SFO TO PSP COMES FROM AREAS THAT ARE CLOSEST TO OAK OR SJC, NOT SFO

ORIGINATING TRAFFIC FROM SFO TO PSP
1Q & 4Q 2019



| Closest Airport | |
|-----------------|-----|
| West Bay | SFO |
| East Bay | OAK |
| North Bay | OAK |
| South Bay | SJC |
| Sacramento | OAK |

ORIGINATING DAILY PASSENGERS FROM SFO TO PSP
1Q & 4Q 2019



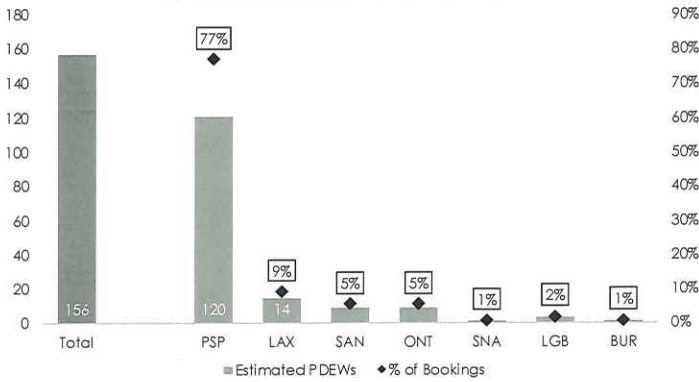
Note 1: Bookings excluded that did not come from the defined areas listed on slide 19
Sources: Ailevon Pacific Aviation Consulting analysis, Airline Reporting Corporation (ARC), DOT via Cirium

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11

36 PASSENGERS PER DAY FROM GREATER PALM SPRINGS USE OTHER SO. CALIFORNIA AIRPORTS TO REACH THE BAY AREA

ESTIMATED PDEWS FROM GREATER PALM SPRINGS TO THE BAY
By Southern California airport; 1Q & 4Q 2019



Currently, 77% of all bookings (120 DOT originating PDEWs) from the Greater Palm Springs region fly from PSP to the Bay area

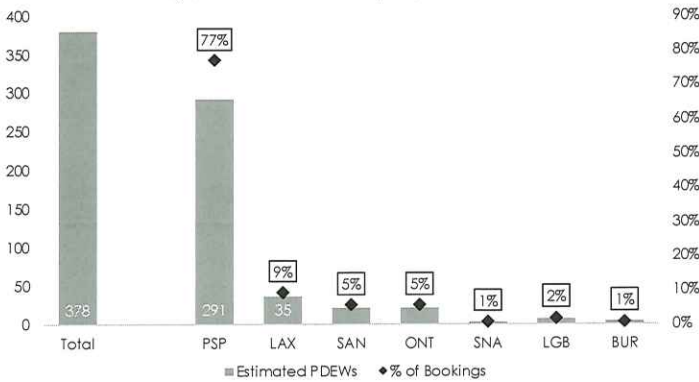
23% of all bookings (36 originating PDEWs) from Greater Palm Springs fly from another So. California airport

Note 1: Bay area includes OAK, SFO & SJC
Note 2: Excludes airlines that are not incorporated in ARC (i.e. F9, G4, 5Y & WN)
Sources: Ailevon Pacific Aviation Consulting analysis, Airline Reporting Corporation (ARC), DOT via Cirium; 1Q & 4Q 2019

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APPLYING REVERSE LEAKAGE ... WE ESTIMATE THAT 88 PASSENGERS PER DAY USE OTHER SO. CALIFORNIA AIRPORTS TO REACH GPS

ESTIMATED PDEWS TO GREATER PALM SPRINGS TO THE BAY
By Southern California airport; 1Q & 4Q 2019



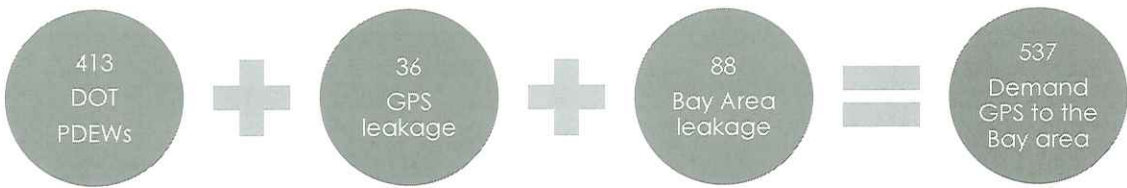
Currently, 77% of all bookings (291 DOT originating PDEWs) from the the Bay area fly directly into PSP

24% of all bookings (88 originating PDEWs) from the the Bay fly into another So. California airport but end destination is Greater Palm Springs

Note 1: Bay area includes OAK, SFO & SJC
Note 2: Excludes airlines that are not incorporated in ARC (i.e. F9, G4, 5Y & WN)
Sources: Ailevon Pacific Aviation Consulting analysis, Airline Reporting Corporation (ARC), DOT via Cirium; 1Q & 4Q 2019

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DEMAND BETWEEN GPS AND THE BAY AREA IS ESTIMATED AT OVER 530 DAILY PASSENGERS DURING FIRST & FOURTH QTR

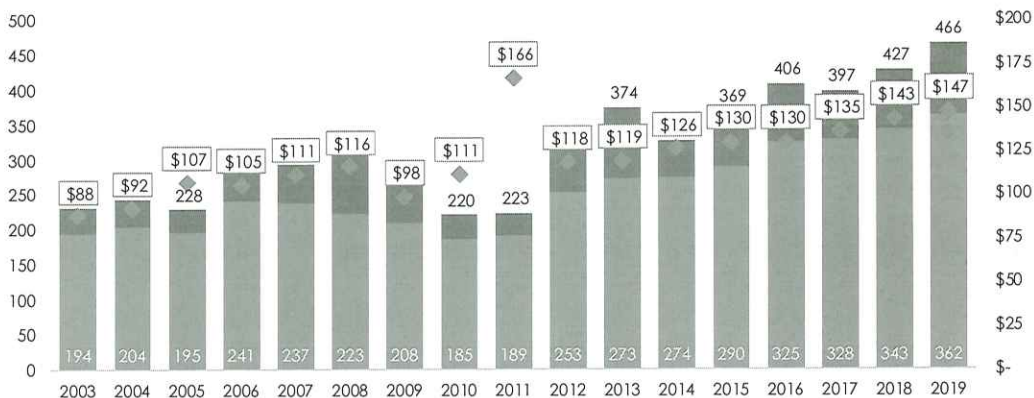


Note 1: Bay area includes OAK, SFO & SJC
 Note 2: Excludes airlines that are not incorporated in ARC (i.e. F9, G4, SY & WN)
 Sources: Ailevon Pacific Aviation Consulting analysis, Airline Reporting Corporation (ARC), DOT via Cirium; 1Q & 4Q 2019

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DEMAND TO THE BAY HAS BEEN STRONGER THAN EVER

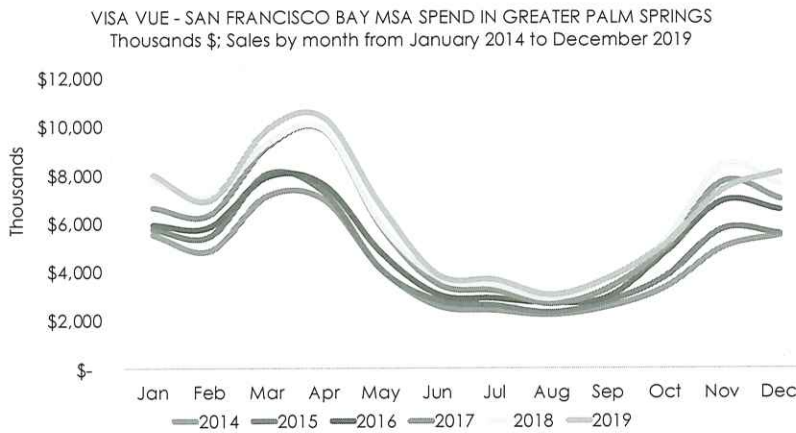
PSP TO BAY - 15 YEAR DEMAND TRENDS
 Daily passengers vs. peak (qtr) passengers



Note 1: Bay area includes OAK, SFO & SJC
 Sources: Ailevon Pacific Aviation Consulting analysis, DOT via Cirium

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SPEND FROM THE BAY HAS INCREASED BY 8% PER YEAR OVER THE LAST FIVE YEARS



| 2014 to 2019 | | |
|------------------|--------------------|------------|
| Year | Sales Amount (\$K) | YoY Growth |
| 2014 | \$51,813 | |
| 2015 | \$56,236 | +9% |
| 2016 | \$61,941 | +10% |
| 2017 | \$69,994 | +13% |
| 2018 | \$74,995 | +7% |
| 2019 | \$76,600 | +2% |
| 5 Year CAGR: +8% | | |

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16

Sources: Ailevon Pacific Aviation Consulting, Visa VUE Travel

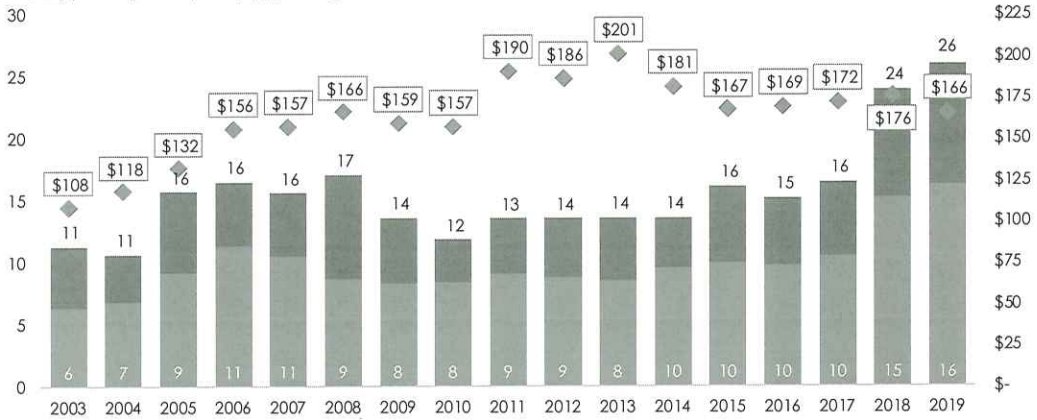
BOISE, IDAHO (BOI)

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20

PEAK DEMAND BETWEEN BOISE & PALM SPRINGS HAS GROWN BY 71% SINCE 2017

PSP TO BOI - 15 YEAR DEMAND TRENDS
Daily passengers vs. peak (qtr) passengers



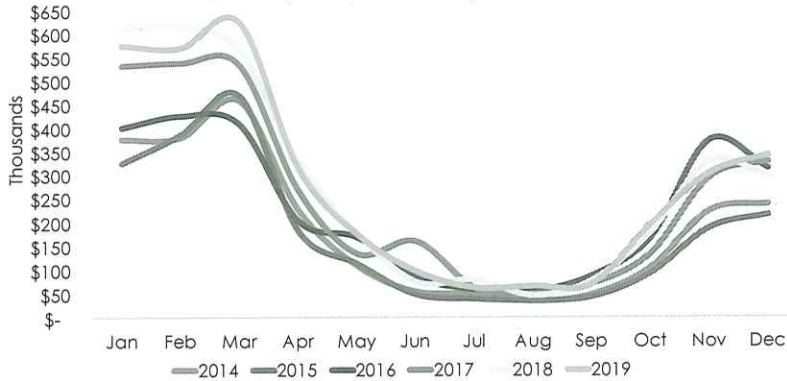
PROPRIETARY AND CONFIDENTIAL

Sources: Ailevon Pacific Aviation Consulting, DOT via Cirium

21

NOT ONLY HAS DOT DEMAND INCREASED IN THE LAST FEW YEARS, WE HAVE ALSO SEEN A SIGNIFICANT INCREASE IN SPEND FROM THE BOISE MSA IN GREATER PALM SPRINGS

VISA VUE - BOISE MSA SPEND IN GREATER PALM SPRINGS
Thousands \$: Sales by month from January 2014 to December 2019



| 2014 to 2019 | | |
|------------------|--------------------|------------|
| Year | Sales Amount (\$K) | YoY Growth |
| 2014 | \$2,310 | |
| 2015 | \$2,135 | -8% |
| 2016 | \$2,766 | +30% |
| 2017 | \$3,116 | +13% |
| 2018 | \$3,394 | +9% |
| 2019 | \$3,406 | +0% |
| 5 Year CAGR: +8% | | |

PROPRIETARY AND CONFIDENTIAL

Sources: Ailevon Pacific Aviation Consulting, Visa Vue Travel

22

RENO, NEVADA (RNO)

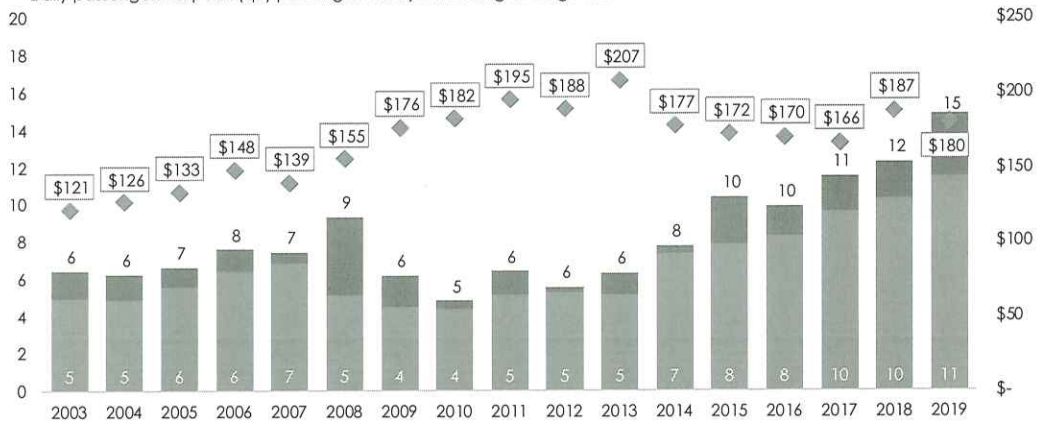
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26

AIR DEMAND BETWEEN RNO AND PSP HAS DOUBLED IN THE LAST FIVE YEARS

PSP TO RNO - 15 YEAR DEMAND TRENDS

Daily passengers vs. peak (qtr) passengers and year-ending average fare

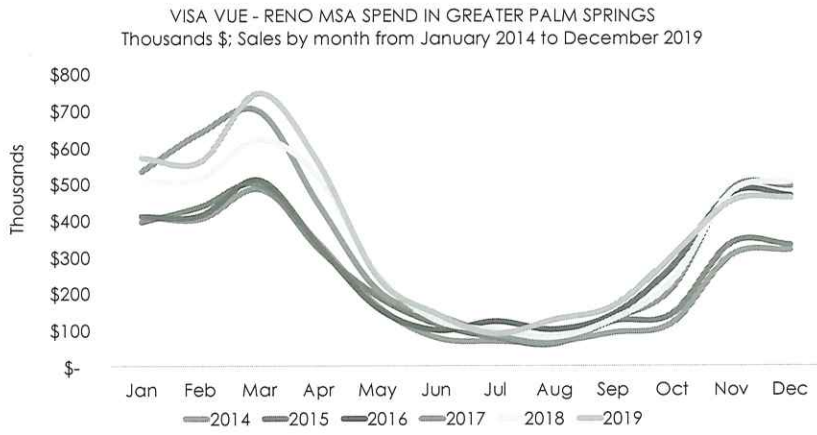


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27

Sources: Ailevon Pacific Aviation Consulting, DOT via Cirium

SPEND FROM RENO MSA HAS INCREASED BY 9% PER YEAR OVER THE LAST FIVE YEARS

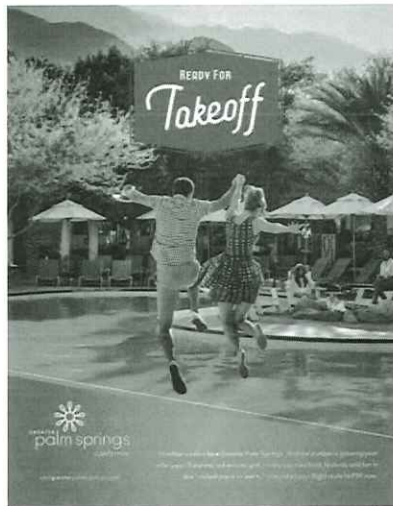


| 2014 to 2019 | | |
|------------------|--------------------|------------|
| Year | Sales Amount (\$K) | YoY Growth |
| 2014 | \$2,845 | |
| 2015 | \$3,035 | +7% |
| 2016 | \$3,511 | +16% |
| 2017 | \$4,129 | +18% |
| 2018 | \$4,061 | -2% |
| 2019 | \$4,412 | +9% |
| 5 Year CAGR: +9% | | |

PROPRIETARY AND CONFIDENTIAL

Sources: Ailevon Pacific Aviation Consulting, Visa Vue Travel

THANK YOU, ALASKA!



PROPRIETARY AND CONFIDENTIAL

APPENDIX A – Price Proposal

**APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 20-086/LI**

Page 1 of 3

The following pricing is submitted as the “fully burdened” hourly rates for providing Air Service Development Consulting Services pursuant to this Contract. For purposes of this RFP “fully burdened” rates include all overhead costs, general, administrative and profit. Prices shall remain firm throughout the term of the Contract, including during the renewal period if the renewal option is exercised by the County. The generic classifications listed below are guidelines, and proposer may use as many or as few classifications as may be necessary to correspond to the actual staff levels proposed to provide Air Service Development Consulting Services to the County:

| Personnel: CONSULTING SERVICES POSITIONS | | | |
|---|---|--|---|
| Item # | Job Function (Generic Classifications) | Actual Corresponding Title in Proposer’s Firm | Fully Burdened Hourly Rate |
| | Principal Consultant | all Director titles | \$300 |
| | Senior Consultant | Senior Consultant | \$285 |
| | Consultant | Consultant | \$250 |
| | Manager | Senior Manager | \$250 |
| | Analyst | Analyst | \$185 |
| | Support Staff (e.g. clerical) | N/A | N/A |
| | | | |
| Other Labor Charges (if applicable): | | | |
| Item # | Job Function (Generic Classifications) | | Fully Burdened Hourly Rate |
| | | | |
| | | | |
| | | | |
| | | | |

**APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 20-086/LI**

Page 2 of 3

| Other Direct Costs (i.e., equipment, supplies, operating expense) | |
|--|-------------|
| Description | Rate |
| | |
| | |
| | |
| | |
| | |
| | |

The Proposer certifies by signature below the following:

- a. This pricing is current, accurate complete, and is presented as the fully burdened hourly rates and direct costs, 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. The 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.
- e. The information in Section 3.5 Commercial Non-Discrimination Certification is true and correct to the best of the Proposer's knowledge.

**APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 20-086/LI**

Page 3 of 3

f. There are no legal proceedings required to be disclosed, as required by Section 3.5 Commercial Non-Discrimination, except as disclosed in Proposer's proposal, if any.

Note: Failure to certify and submit the required information, if applicable, shall deem your proposal non-responsive.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): Brad DiFiore

TITLE: Managing Director

COMPANY: Ailevon Pacific Aviation Consulting LLC

ADDRESS: 1100 Peachtree St NE, STE 250

CITY/STATE/ZIP: Atlanta, GA 30309

TELEPHONE NO. 404-229-8085

SIGNATURE: 

APPENDIX B – Business Information

**APPENDIX B
BUSINESS INFORMATION
RFP NO. 20-086/LI**

Full Legal Name of Entity: Ailevon Pacific Aviation Consulting LLC
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: 1100 Peachtree St NE, STE 250
Atlanta, GA 30309

Telephone Number: (404) 229-8085 Fax Number: (404) 635-1055

Form of Entity:
 Corporation
 Limited Liability Company
 Partnership, General
 Partnership, Limited
 Joint Venture
 Sole Proprietorship
 Federal I.D. Number: 46-3685068

(1) If Proposer is a subsidiary, state name of parent company.

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

(2) Is Entity registered to do business in the State of Florida? Yes No

If yes to the above, as of what date? 2/9/2015

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): Brad DiFiore

TITLE: Managing Director

COMPANY: Ailevon Pacific Aviation Consulting LLC

APPENDIX C – OEBO Schedules 1, 2, 3(A) & 4

Not Applicable. APAC is a full-service air service development consultancy. We do not anticipate the need for subcontractors for our work with PBI.

APPENDIX D – Certification of Business Location

Not Applicable. Ailevon Pacific Aviation Consulting is a Texas Limited Liability company with primary offices in Atlanta, Georgia.

APPENDIX E – Drug Free Workplace Certification

**APPENDIX E
DRUG-FREE WORKPLACE CERTIFICATION
RFP NO. 20-086/LI**

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 submission to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.

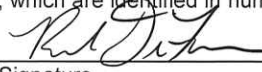
Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be 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 Brad DiFiore the
(Individual's Name)

Managing Director of Ailevon Pacific Aviation Consulting
(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.

 10/26/2020
Signature Date

APPENDIX F – Disclosure of Ownership Interests

APPENDIX F
DISCLOSURE OF OWNERSHIP INTERESTS
RFP NO. 20-086/LI

TO: PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared
Brad DiFiore, hereinafter referred to as "Affiant," who being by me first duly sworn,
under oath, deposes and states as follows:

1. Affiant appears herein as
 an individual or
 the Managing Director of Ailevon Pacific Aviation Consulting LLC
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership,
etc.] The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its
Board of County Commissioners.

2. Affiant's address is: 1100 Peachtree St NE, STE 250, Atlanta, GA 30309

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity
having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does
not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered
with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest
is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied
upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is
authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the
laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's
knowledge and belief it is true, correct and complete

FURTHER AFFIANT SAYETH NAUGHT.

[Signature]
Brad DiFiore, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 30 day of October, 2020, by
Brad DiFiore who is personally known to me or M who has produced
Driver's License as identification and who did take an oath.



[Signature]
Notary Public
Yasmine Mivory
(Print Notary Name)
State of Florida at Large
My Commission Expires: October 21, 2024

EXHIBIT C
STANDARD AIRPORT PROVISIONS
Contract No. 20-086/LI

FEDERAL NONDISCRIMINATION REQUIREMENTS

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

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the non-discrimination provisions of this Contract, County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to CONSULTANT under this Contract until CONSULTANT complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. Incorporation of Provisions: CONSULTANT will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. CONSULTANT will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if CONSULTANT becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, CONSULTANT may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.
- B. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Contract, CONSULTANT, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

C. General Civil Rights Provision. CONSULTANT agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If CONSULTANT transfers its obligation to another, the transferee is obligated in the same manner as CONSULTANT. This provision obligates CONSULTANT for the period during which the property is owned, used or possessed by CONSULTANT and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

EXHIBIT D
AFFIRMATIVE PROCUREMENT INITIATIVES (“API”s) FOR
GOODS AND OTHER SERVICES
Contract No. 20-086/LI

Waiver of API Requirements

In accordance with the EBO Ordinance, the Affirmative Procurement Initiatives (API) have been waived for this project. However, if any respondent intends to utilize any subcontractors/subconsultants as part of their response to this solicitation, the applicable OEBO Schedules must be submitted with their submittal for compliance tracking purposes.