

**AIRCRAFT, PASSENGER LOADING BRIDGES, BAGGAGE
HANDLING SYSTEM, AND GROUND SUPPORT EQUIPMENT
MAINTENANCE SERVICES
FOR NORTHWEST FLORIDA REGIONAL AIRPORT**



RFP #: AP 74-14

DUE: October 24, 2014 @ 4:00 P.M.

NOTICE TO PROPOSERS
AIRCRAFT, PASSENGER LOADING BRIDGES, BAGGAGE HANDLING SYSTEM,
AND GROUND SUPPORT EQUIPMENT MAINTENANCE SERVICES FOR
NORTHWEST FLORIDA REGIONAL AIRPORT
AP 74-14

The Okaloosa County Board of County Commissioners under the provisions of Section 287.055, Florida Statutes and County policy, request proposals from agencies for **Aircraft, Passenger Loading Bridges, Baggage Handling System, and Ground Support Equipment Maintenance Services for Northwest Florida Regional Airport**. The County desires services of an aircraft repair and maintenance services provider, capable of providing ground handling services with at least five (5) years of successful, continuous, and recent commercial carrier aircraft experience in the operation and management of aircraft maintenance.

Agencies desiring consideration should provide an original and six (6) copies of their Request for Proposal (RFP) with the agency's areas of expertise identified. Submissions should be portrait orientation, unbound, and 8 ½" x 11" where practical. Guidelines detailing form and content requirements for the statement of qualifications are available by contacting Okaloosa County Purchasing Department, 602-C North Pearl St., Crestview, FL 32536, 850-689-5960, or downloading them from our website at http://www.co.okaloosa.fl.us/dept_purchasing.html.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address below no later than **4:00 p.m., October 24, 2014** in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Proposers using mail or delivery services assume all risks of late or non-delivery.

All submittals must be in sealed envelopes reflecting on the outside thereof "**Aircraft, Passenger Loading Bridges, Baggage Handling System, and Ground Support Equipment Maintenance Services for Northwest Florida regional Airport**". Failure to mark outside of envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiating agreement that is in its best interest and its decision will be final.

All submittals should be addressed as follows:

Okaloosa County Purchasing Department
602-C North Pearl St
Crestview, FL 32536

Zan Fedorak
Purchasing Manager

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FL

Charles K. Windes, Jr.
Chairman

Deputy Clerk

**OKALOOSA COUNTY AIRPORTS
REQUEST FOR COMPETITIVE PROPOSALS**

SECTION ONE

INTRODUCTION

1. REQUEST

1.1 This document is a request for competitive proposals from individuals and/or organization(s) that possess any combination of the General Scope of Work below:

1.2 For ease of use, this document is divided into the following sections:

Section One	-	Introduction
	-	Background
	-	General Scope of Work

Section Two	-	Instructions
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Section Three	-	Special Conditions
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2. **BACKGROUND** – The Okaloosa County Airports are comprised of three airports; the Crestview/Bob Sikes Airport, the Destin Airport, and the Northwest Florida Regional Airport. The Northwest Florida Regional Airport, a small hub facility, provides air transportation for all of Northwest Florida from east to Pensacola to west Panama City. Currently four commercial airlines operate from the Northwest Florida Regional Airport, carrying nearly 800,000 passengers per year. This traffic consists mainly of originating and departing passengers utilizing thirty-four (34) daily flights offered by American Eagle, United, Delta Air Lines, and US Airways. The passenger terminal consists of a two-level main terminal building containing various passenger and baggage process facilities, including ticketing and baggage check-in, baggage claim, baggage make-up, and concessions. Ticketing, baggage check-in, baggage claim, and certain concessions such as the rental cars are on the first floor. Food, beverage, news and gifts concessions are located on the first & second floors.

3. GENERAL SCOPE OF WORK

3.1 The County desires services of an aircraft repair and maintenance services provider, capable of providing ground handling services with at least five (5) years of successful, continuous, and recent commercial carrier aircraft experience in the operation and management of aircraft maintenance and experience in the preventive maintenance and repair of passenger loading bridges (PLBs), ground power units, potable water, cabinets, ticket counter conveyor, baggage handling system, pre-condition air units, walkways, stairs, bag lifts, and security doors.

- 3.2 Respondent will lease premises of approximately 1,885 square feet at a rate of \$23.00 per/sf per year.
- 3.3 Preventive and major maintenance will include visual inspections, lubricating, tightening, adjusting and providing minor corrections to assure proper operating condition of equipment per OEM specification to include major work or repair in conveyor, mechanical, electrical, controls, design, installation and refurbishment. Will provide labor, tools, parts, and equipment.
- 3.4 The period of this contract shall be for three (3) years and take effect on October 1, 2014. This contract will have an option to renew for two (2) additional one (1) year periods if both parties agree to the renewal.
- 3.5 Respondent must be qualified and licensed to conduct business in Okaloosa County, Florida.
- 3.6 Respondent must demonstrate financial responsibility. Respondents shall submit the past five (5) years of financial statements prepared in accordance with generally accepted accounting principles.
- 3.7 The location for the aircraft repair and maintenance services will be located in the secured area near the aircraft apron and requires leasing of 1,885 square feet of space (diagram and pictures attached), also personnel must obtain and maintain a Security Identification Display Badge (see attached requirements).
- 3.8 Will provide prompt response to all scheduled and unscheduled service and repair requests.
- 3.9 Parts, labor, travel, meals, per diem, for all work outside of preventive maintenance will be billable at cost plus up to 10 % markup on parts only.
- 3.10 Provide tech support to include on-site visits for Programmable Logic Controllers (PLC).
- 3.11 With approval from the Northwest Florida Regional Airport Designee order all replacement parts, material, to replace defective parts, i.e., rollers, belts, PLC's, motors, lift screws, canopy bumpers, canopy's, cpu cables, plugs, air compressor, diodes, capacitors, etc.
- 3.12 Review each inspection with the airport maintenance supervisor/designee before departing the site.
- 3.13 The company that receives the bid will be required to enter into separate agreements with all airlines that operate at the Northwest Florida Regional Airport to provide on-call line/date service and non-hangar fleet maintenance.

- 3.14 Occasional ground handling of corporate, charter or diverted aircraft may be required.
- 3.15 Provide all equipment and tools necessary to perform the functions described including lift truck(s).
- 3.16 Vendor/Company will need to have working knowledge of RS logic programs for the baggage belts, working knowledge of Jetway and PCAir programs, and be able to update and make changes to the baggage handling programs as needed/required.
- 3.17 Vendor/Company will be responsible for all Hazmat collection, reporting, transporting and removal. Shall comply with Airport Spill Prevention Counter Measures Control Plan.

Selected respondent must be certified and provide all services under FAR Part 145 and shall provide all materials and supplies necessary to operate the aircraft repair and maintenance services.

Ranking Criteria:

- Understanding of proposed work responsiveness (20 pts)
- Work handled of similar nature with commercial service airports (20 pts)
- References (20 pts)
- Staff capacity, County needs (20 pts)
- Familiarity with airlines and airline needs (20 pts)

LEASE AND OPERATING AGREEMENT

THIS LEASE AND OPERATING AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this ____ day of _____, 2014, by and between OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter referred to as "COUNTY") and _____, (hereinafter referred to as "LESSEE").

WITNESSETH:

WHEREAS, LESSEE desires to lease land on the Airport to conduct aircraft maintenance services pursuant to the terms of this Agreement; and

WHEREAS, it is in the best interest of COUNTY's commercial air-service airport to have aircraft line maintenance services at the Airport;

THEREFORE, for and in consideration of the premises, and of the mutual covenants and agreements herein contained, the COUNTY and LESSEE do hereby mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:

SECTION 1: LEASED PREMISES

The COUNTY hereby leases and demises to LESSEE, and LESSEE hereby hires and takes from COUNTY, the aircraft maintenance area (hereinafter referred to as the "LEASED PREMISES"). The LEASED PREMISES, encompassing approximately 1,885 sq. ft., are more particularly shown on Exhibit A. It is acknowledged and agreed to by both parties that the exact dimensions of the LEASED PREMISES may be adjusted at a later date by survey and leased as at fees as described in Section 8.

The LEASED PREMISES shall be taken by LESSEE in the AS IS condition, subject to all defects, latent and patent, and shall be improved, maintained and operated at LESSEE's sole cost and expense except as may otherwise be specifically provided in this AGREEMENT. It is the express intention of the parties hereto that the LESSEE's improvements, use and occupancy of the LEASED PREMISES, and all costs associated therewith, shall be and remain the financial obligation of the LESSEE.

SECTION 2: GRANT OF USE

The COUNTY hereby grants LESSEE the exclusive right to the LEASED PREMISES to conduct aircraft maintenance services. LESSEE shall not use, nor permit others to use, the LEASED PREMISES, and any improvements thereon, for any commercial or non-commercial purpose, other than the authorized purposes set forth above, nor shall LESSEE use the LEASED PREMISES to store any material not required for the operation of aircraft maintenance services.

Notwithstanding anything herein contained that may be or appear to be to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the COUNTY herein reserves the right to grant similar privileges to another LESSEE or other LESSEEs on other parts of the Airport.

SECTION 3: ALTERATIONS AND PERMITS

LESSEE shall at its own expense apply for and obtain any and all building, construction, or other permits and licenses to build, repair, or maintain the improvements contemplated by this AGREEMENT. COUNTY makes no representations or warranty relative to the availability of such licenses or permits, and LESSEE assumes full responsibility for securing same. No construction, modification, or alterations of improvements to include antennas or other devices are permitted without prior written approval by COUNTY. Any and all improvements hereafter installed, erected, or placed within the LEASED PREMISES, including alterations and repairs shall become, upon termination of this LEASE for any cause, the absolute and sole property of COUNTY and shall not be removed from the LEASED PREMISES. If on termination of this LEASE, LESSEE is not in default, LESSEE shall have the right to remove from the LEASED PREMISES any equipment or trade fixtures that can be removed without damage to the LEASED PREMISES, (and if any damage does occur on any such removal, LESSEE shall promptly repair the same).

SECTION 4: ENVIRONMENTAL RESPONSIBILITIES

LESSEE agrees that no oils, petroleum products, synthetic lubricants, gasoline, solvents, or other hazardous materials may be permanently or temporarily stored on the LEASED PREMISES. No storage tanks, either of the above ground type or below ground type, may be constructed or stored on the LEASED PREMISES.

Small quantities of the above items that are necessary for the day-to-day operations of the LESSEE shall be permitted. However, the combined total of all such substances allowed on the LEASED PREMISES at any one time shall not exceed 500 gallons, exclusive of the quantities which are contained within the fuel and power train systems of vehicles located upon the LEASED PREMISES.

Upon request, the LESSEE shall provide a detailed listing of all such substances used in its day-to-day operations, and the past and current methods used for the handling and disposal of such material.

LESSEE shall comply with all laws, including, without limitation, any federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the environment, hazardous substances or materials, or petroleum products that may apply to the use of the premises, as such laws are now or at any time hereafter in effect. In the event the premises become environmentally contaminated during the LESSEEs occupancy of the premises under this AGREEMENT due to the LESSEEs actions, negligence or failure to comply with the provisions hereof, the LESSEE shall be responsible for all costs related to the environmental remediation of the premises. The LESSEE shall defend and indemnify the COUNTY and hold the

COUNTY harmless from and against any and all claims, losses, liabilities (including, without limitation, strict liability), damages, injuries, costs, expenses (including, without limitation, attorneys' fees), claims for damage to the environment, claims for fines or civil penalties, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against the COUNTY by any person, entity, or governmental agency for, with respect to, or as a direct result of, such environmental contamination and/or remediation.

LESSEE will be responsible for all Hazmat collection reporting, transporting and removal and shall comply with Airport Spill Prevention Counter Measures Control Plan.

SECTION 5: COMPLIANCE WITH RULES AND REGULATIONS

LESSEE agrees to conform to all Federal, State, or local laws and regulations, as well as all County and City Codes and Ordinances, all of which may apply to the services to be performed and that the COUNTY is to be held free and harmless from any act or failures by the LESSEE to do so.

The LESSEE shall obtain and maintain in force all licenses, permits and other certificates required by Federal, State, County, or Municipal authorities for its operation under the terms of this AGREEMENT.

SECTION 6: AIRCRAFT MAINTENANCE AND REPAIR SERVICES

LESSEE will provide line service and repair of aircraft. Line Maintenance under FAR Part 145 generally refers to minor, unscheduled or scheduled maintenance carried out on aircraft that includes:

- Any unscheduled maintenance resulting from unforeseen events
- Scheduled checks that contain servicing and/or inspections that do not require specialized training, equipment, or facilities. In service; and that is preparing for its first flight in service
- Maintenance performed on aircraft after a period of being out of service (such as aircraft in storage)
- Maintenance on en route aircraft that are stopped before their next flight including Servicing or repair between successive flights
- Preparing and readying an aircraft for flight during a period of service
- Maintenance activities being performed to ensure that the aircraft is airworthy and fit for flight.

Specific Tasks may include but not limited to:

1. Removal or installation of landing gear tires.
2. Repair of pneumatic tubes of landing gear tires.

3. Servicing of landing gear wheel bearings.
4. Replacement of defective safety wiring or split pins.
5. Replacement of side windows.
6. Replacement of seats.
7. Repairs to upholstery or decorative furnishings inside the cockpit.
8. Replacement of seat belts or harnesses.
9. Replacement or repair of signs and markings.
10. Replacement of bulbs, reflectors, glasses, lenses and lights.
11. Replacement, cleaning, or setting gaps of, spark plugs.
12. Replacement of batteries.
13. Changing oil filters or air filters.
14. Changing or replenishing engine oil or fuel.
15. Lubrication of components.
16. Replenishment of hydraulic fluid.
17. Application of preservative or protective materials.
18. Removal or replacement of glider tow hooks.
19. Carrying out an inspection of a flight control system that has been assembled, adjusted, repaired, modified or replaced.
20. Carrying out a daily inspection on an aircraft.

LESSEE will service and/or repair minimum equipment list (MEL) items. LESSEE will also be responsible to handle ground handling services of corporate, charter or diverted aircraft occasionally.

LESSEE will hire personnel that are qualified (airframe and power-plant certified) aircraft mechanics holding certificates and ratings required under FAR Part 145.

SECTION 7: PREVENTIVE MAINTENCE AND REPAIR OF GROUND EQUIPMENT

Experience in the preventive maintenance and repair of passenger boarding bridges, ground power units, potable water cabinets, ticket counter conveyor, baggage make up units, walkways, stairs, bag lifts, and security doors.

Preventative maintenance will include visual inspections, lubricating, tightening, adjusting and providing minor corrections to assure proper operating condition of equipment per OEM specification. Will provide all labor, tools, parts, and equipment.

With approval from the Northwest Florida Regional Airport Designee order all replacement parts, material, to replace defective parts, i.e., rollers, belts, PLC's, motors lift screws, canopy bumpers, canopy's, cpu cables, plugs, air compressor, diodes, capacitors, etc.

LESSEE will need to have working knowledge of RS logic programs for baggage belts, working knowledge of Jetway and PC Air programs, and be able to update and make changes to the baggage handling programs as needed/required.

SECTION 8: TERM

This AGREEMENT shall be for a term of three (3) years and take effect on October 1, 2014 and end on September 30, 2017. If LESSEE is in compliance with all terms and conditions of this AGREEMENT, LESSEE shall have an option to renew this AGREEMENT with all the same terms and conditions for an additional two (2) one (1) year periods. LESSEE shall give COUNTY at least one hundred twenty (120) days written notice prior to termination of this AGREEMENT.

SECTION 9: FEES

LESSEE shall pay an annual fee. Payment on this LEASE shall begin on the date the Board approves the LEASE prorated to the end of September in the current year. The fee shall be adjusted every year in accordance with Section 9. The fee and applicable sales tax will be billed monthly, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85North, Eglin Air Force Base, Florida, 32542-1498. This AGREEMENT includes approximately ONE THOUSAND EIGHT HUNDRED EIGHTY FIVE (1,885) square feet at TWENTY THREE DOLLARS (\$23.00) per square foot per year for a total annual cost of FORTY THREE THOUSAND THREE HUNDRED FIFTY FIVE DOLLARS (\$43,355.00) plus tax or THREE THOUSAND SIX HUNDRED TWELVE DOLLARS AND NINETY TWO CENTS (\$3,612.92) monthly plus tax.

If LESSEE fails to pay within THIRTY (30) days of date of billing of invoices by COUNTY for applicable fees as herein described, LESSEE shall then pay interest to the COUNTY at the maximum legal allowable rate authorized by the State of Florida. If any fee remains delinquent for a period of sixty days, COUNTY shall have the option to terminate this AGREEMENT.

SECTION 10: ESCALATION CLAUSE

The fee shall be increased annually to reflect the increase in the Consumer Price Index (“CPI”) from the date of the original execution hereof by both parties. The “CPI” shall be the revised Consumer Price Index for All Urban Consumers for all items – U.S. City Average, published by the Bureau of Labor Statistics, U. S. Department of Labor, 1982-84=100 (CPI-U).

SECTION 11: ASSIGNMENT

LESSEE shall not assign this AGREEMENT or any portion of this AGREEMENT at any given time without written consent of COUNTY. Any sublease must be in writing and be made subject to the terms and conditions of this lease. Before any sublease may take effect, any sub-lessee must execute an agreement with COUNTY, in a form and for a fee acceptable to COUNTY.

SECTION 12: SUCCESSORS

The provisions, covenants and conditions of this AGREEMENT shall bind and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

SECTION 13: RIGHT OF ENTRY RESERVED

COUNTY has the right to inspect the LEASED PREMISES at any time upon reasonable notice.

SECTION 14: INSURANCE
INSURANCE REQUIREMENTS

LESSEE’s Insurance

1. The LESSEE shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Director.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
3. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company’s liability under this policy shall not be reduced by the existence of such other insurance.
4. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers’ Compensation and Professional Liability.

5. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the LESSEE.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the LESSEE.
7. The insurance definition of Insured or Additional Insured shall include Sub-contractor, Sub-contractor, and any associated or subsidiary companies of the LESSEE, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the LESSEE to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of LESSEE shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

Workers' Compensation Insurance

1. The LESSEE shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County of Okaloosa, the LESSEE shall require the Sub-contractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished the County of Okaloosa not less than ten (10) days prior to the commencement of any and all sub-contractual agreements which have been approved by the County of Okaloosa.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the LESSEE himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

Business Automobile and Commercial General Liability Insurance

1. The LESSEE shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The LESSEE shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, Board Form Property Damage, and Professional Liability.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this

Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the LESSEE shall notify the County representative in writing. The LESSEE shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

4. Commercial General Liability coverage shall be endorsed to include the following:

- 1.) Premises – Operation Liability
- 2.) Occurrence Bodily Injury and Property Damage Liability
- 3.) Independent LESSEE’s Liability
- 4.) Completed Operations and Products Liability
5. LESSEE shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

Limits of Liability

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

<u>COVERAGE</u>	<u>LIMIT</u>
1. Workers Compensation	
a. State	Statutory
b. Employers Liability	\$1 million each accident
2. Business Automobile	\$1 million each occurrence (Combined Single Limit)
3. Commercial General Insurance	\$1 million each occurrence (Combined Single Limit)
4. Personal and Advertising Injury	\$250,000
5. Professional Liability	\$1,000,000 each occurrence (A combined single limit)

Property Insurance

LESSEE shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost. Any deductible amount is the responsibility of the LESSEE. This insurance shall (1) include as an insured the OWNER, LESSEE, ENGINEER, and any others

who have an insurable interest, (2) be written on a Builder's Risk special cause of loss policy form; (3) include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects); (4) cover materials and equipment stored on the site or at another location that was agreed in writing by the OWNER prior to being incorporated in the Work; (5) allow for partial utilization of the work by the OWNER; (6) include testing and start up and, (7) be maintained in effect until final payment is made unless otherwise agreed to in writing by the OWNER, LESSEE, and ENGINEER with thirty (30) days written notice to each other entity to whom a certificate of insurance is issued.

Notice of Claims or Litigation

The LESSEE agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the LESSEE's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the LESSEE becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

Indemnification & Hold Harmless

To the fullest extent permitted by law, LESSEE shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the LESSEE and other persons employed or utilized by the LESSEE in the performance of this contract.

Certificate of Insurance

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County
602-C North Pearl Street
Crestview, Florida 32536

2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.

3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000.

4. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). LESSEES having insurance with higher deductibles may submit a bid without penalty reflecting the pricing for their deductible provided that LESSEE also submits a brief company financial statement.

5. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the LESSEE's full responsibility. In particular, the LESSEE shall afford full coverage as specified herein to entities listed as Additional Insured.

6. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the LESSEE has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

7. In the event of failure of the LESSEE to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by LESSEE upon presentation of a bill.

General Terms

Any type of insurance or increase of limits of liability not described above which, the LESSEE required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the LESSEE of any responsibility under this contract.

Should the LESSEE engage a sub-contractor or sub-contractor, the same conditions will apply under this agreement to each sub-contractor and sub-contractor.

The LESSEE hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the LESSEE under all the foregoing policies of insurance.

Umbrella Insurance

The LESSEE shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

LOSS CONTROL: The LESSEE shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the LESSEE shall not be deemed to be an agent of the COUNTY. Precaution shall be exercised at all times by the LESSEE for the protection of all persons, including employees, and property. The LESSEE shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

SECTION 15: INDEMNIFICATION

HOLD HARMLESS: To the fullest extent permitted by law, LESSEE shall indemnify hold harmless COUNTY, its officers and employees from liabilities, damages, losses and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence,

recklessness, or intentional, wrongful conduct of the LESSEE and other persons employed or utilized by the LESSEE in the performance of this AGREEMENT.

SECTION 16: PROHIBITED ACTIVITY

LESSEE shall not commit or suffer to be committed on said premises, any waste, nuisance, or unlawful act.

SECTION 17: SIGNS

LESSEE shall have the right in accordance with applicable law, at its own expense for construction, erection and maintenance, to place in or on the LEASED PREMISES a sign or signs identifying the LESSEE. Such sign(s) shall be of a size, shape and design, and at a location/location(s), approved in writing in advance by the Airport Director and in conformance with standards established by the Airport Director with respect to the Airport's overall directional graphics and sign program. Sign(s) and location(s) may be changed and altered from time to time with the written approval of the Airport Director. The LESSEE, upon written request from the COUNTY, shall remove, at the LESSEE's expense, all lettering and signs so erected on the LEASED PREMISES at the expiration or sooner termination of this AGREEMENT.

SECTION 18: MAINTENANCE

During the term of this AGREEMENT, LESSEE agrees to maintain all portions of the LEASED PREMISES, and any improvements, alterations, or additions thereon, in a safe, clean, and neat condition, and not permit any accumulation of wreckage, debris, or trash. LESSEE agrees to provide for complete, proper and adequate sanitary handling and disposal, of all trash, garbage, waste and other refuse caused as a result of LESSEE's activities; and will utilize the dumpster's provided by the Airport.

Should LESSEE fail to comply with the terms and conditions of this Section within a period of thirty (30) days following written notice of such failure, or for those items that cannot be reasonably cured within 30 days, Operator undertakes to cure and diligently pursue such cure, the COUNTY reserves the right to take any action to cure said failure. Should the COUNTY take action to cure failures, the LESSEE shall pay to the COUNTY an amount equal to the COUNTY's cost for such actions plus a ten percent (10%) administrative charge. Said payment is to be made by the 10th day of the following month in addition to any other payments due.

SECTION 19: DAMAGE OR DESTRUCTION

LESSEE shall be liable for any damage to the Airport and to any improvements thereon caused by LESSEE, its partners, officers, agents, invitees, employees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, ordinary wear and tear excepted. All repairs for which LESSEE is liable shall be made by LESSEE unless the COUNTY determines that it is more appropriate for the COUNTY to make the repairs. In such a case, the COUNTY shall make the repairs at LESSEE's expense. All repairs for which LESSEE is liable and which are not undertaken after the COUNTY has given LESSEE notice to so do, shall be performed by the

COUNTY; in which event LESSEE shall reimburse the COUNTY for the cost thereof, plus a ten percent (10%) administrative charge, and said amount shall be due by the 10th day of the following month in addition to any other payment due.

In case of material damage to or destruction of the improvements upon the LEASED PREMISES, the LESSEE will give written notice to the COUNTY within thirty (30) days after such damage or destruction of its intentions regarding the repair or reconstructions of the facilities and, at the COUNTY's sole discretion, the LESSEE, at its sole expense, shall commence the repair or reconstruction of the improvements within thirty (30) days thereafter and diligently complete such repair or reconstruction within a reasonable time period and to a condition as near as reasonably practicable to the condition thereof immediately prior to such damage or destruction. If LESSEE fails to either notify the COUNTY of its intentions regarding repair or reconstruction or commence repairs within the specified time, then, at the COUNTY's sole discretion, this AGREEMENT shall terminate or the COUNTY may exercise its remedies under this AGREEMENT. For the purpose of this paragraph, material damage or destruction shall mean damage or destruction to the improvements the cost to repair or reconstruct will exceed \$25,000.

SECTION 20: DEFAULT AND REMEDIES

Events of Default: The following shall constitute defaults by LESSEE:

- a. Failure to pay any fees or any other monies owed hereunder, or under any other agreements between the parties, when such fees and monies are due.
- b. The failure to keep any covenant, agreement, or obligation covered under this AGREEMENT, or under any other agreement between LESSEE and the COUNTY.
- c. LESSEE undertakes any other commercial or non-commercial service or activity not specifically permitted under this AGREEMENT.
- d. If any court shall take jurisdiction of LESSEE and its assets pursuant to any proceeding other than under the provisions of the Bankruptcy Reform Act of 1978, or if a Receiver for LESSEE's assets is appointed, or if LESSEE shall be divested of its rights, powers, and privileges under this agreement by other operation of law, other than under the Bankruptcy Act of 1978.
- e. Abandonment of LESSEE's operations, which shall be defined as LESSEE's failure to conduct regular and continuing operations on the LEASED PREMISES in accordance with the requirements hereof for thirty (30) days.

Remedies Upon Default: Upon the occurrence of any of the events of default set forth above, COUNTY may exercise any one or more of the following remedies. These remedies shall be cumulative and not alternative:

1. The COUNTY may sue for recovery of all damages incurred by the COUNTY, including incidental damages, consequential damages, if any, and attorney's fees;
2. The COUNTY may terminate this AGREEMENT and, at the option of the COUNTY, any other agreement in effect between the COUNTY and LESSEE. The termination of these agreements, however, shall only be effective upon written notice of same provided by the COUNTY to LESSEE. In no event shall this AGREEMENT be construed to be terminated unless and until such notice is provided. The termination may be effective immediately upon provision of said notice, or at any other time specified in the notice. If this AGREEMENT is terminated, LESSEE shall continue to be liable for: (a) the performance of all terms and conditions and the payment of all monies due hereunder prior to the effective date of said termination; (b) all damages, including attorney's fees and other expenses of collection, incurred as a result of any default; and (c) all conditions, terms and obligations in Section 13 entitled Insurance and Section 14 entitled Indemnification of this AGREEMENT.
3. Without terminating the AGREEMENT by so doing, and without further notice to LESSEE, the COUNTY may reenter the LEASED PREMISES with or without process of law, repossess the LEASED PREMISES and all fixtures and improvements thereon, and remove LESSEE and any third parties who may be occupying or within the LEASED PREMISES and all of their respective personal property, by using either such reasonable force as may be necessary, summary proceedings, ejectment, or any other means the COUNTY, in its sole discretion, deems appropriate without being deemed guilty of trespass, eviction, or forcible entry and detainer by so doing. In such case, the COUNTY shall be obligated to attempt, in good faith, to negotiate the reletting of the LEASED PREMISES, and any improvements thereon, or any portion thereof, on behalf of LESSEE, for such period of time and upon such terms and conditions as the COUNTY deems appropriate. The COUNTY shall in no way be obligated under the terms of this subparagraph to relet all or any portion of the LEASED PREMISES, or any improvement thereon, to any third party, or upon terms and conditions that are not acceptable to the COUNTY, or which the COUNTY, in its sole discretion, does not feel to be in the best interest of the Airport; nor shall the COUNTY be responsible for any failure of the sub lessee or new tenant to pay rent or to perform any other conditions due upon such reletting. LESSEE hereby expressly authorizes the COUNTY to make any reasonable repairs necessary to relet the LEASED PREMISES, or any improvements thereon, on LESSEE's behalf. Assuming the COUNTY attempts to relet the LEASED PREMISES in good faith, whether or not the COUNTY is able to relet the LEASED PREMISES, LESSEE shall remain liable for the performance of all terms and conditions of the AGREEMENT and the payment of all fees due under the terms of the AGREEMENT for the remainder of the Leasehold term, although LESSEE shall receive credit for any fees paid or conditions performed as a result of subletting. LESSEE shall also be responsible for reimbursing the COUNTY for all costs and expenses the COUNTY incurs in reletting or attempting to relet the LEASED PREMISES, including

commission/broker fees and reasonable repair costs. Finally, if, as a result of such reletting, the COUNTY becomes entitled to receive excess fees or other benefits over and above what the COUNTY would have been entitled to receive under this AGREEMENT, the COUNTY shall be entitled to retain all such surplus fees and other benefits, and LESSEE shall have no rights or interest therein.

4. The COUNTY may utilize any other remedy provided by law or equity as a result of any events of default.
5. Notwithstanding anything in this AGREEMENT to the contrary, LESSEE will not be in default under this AGREEMENT unless and until LESSEE defaults in the payment of rent, and fails to pay said rent for a period of thirty (30) days after receipt of notice from COUNTY, or LESSEE defaults in the performance of any provision under this AGREEMENT and fails to cure said default within thirty (30) days of receipt of notice from COUNTY, or, if such default is of a nature that it could not reasonably be cured within thirty (30) days after receipt of such notice and LESSEE does not commence and proceed with reasonable diligence and in good faith to cure such default.

SECTION 21: NON-DEFAULT TERMINATION EVENTS

A. Non-Default Termination Events:

The occurrence of any of the following shall constitute a termination hereunder and entitle the LESSEE to terminate this AGREEMENT by giving ninety (90) days written notice:

1. The lawful assumption by the United States of America, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict the LESSEE from operating there from for a period in excess of ninety (90) days.
2. The abandonment of the Airport as an airport or airfield for a period greater than 90days.

B. Termination for other Purposes:

In accordance with Section 26, Substitution of Premises, if the COUNTY at any time during the term of this AGREEMENT determines, in its sole judgment, that the LEASED PREMISES are required to implement the then current Master Plan, and not for purposes identical to that performed by LESSEE, the COUNTY shall have the right to terminate this AGREEMENT by giving the Lessee 365 days written notice.

C. Lost Profits:

The COUNTY shall not be responsible to the LESSEE for any lost profits, expenses, liabilities or claims whatsoever that may result from termination by the LESSEE or the COUNTY pursuant to this Article.

SECTION 22: ATTORNEY'S FEES, COSTS AND EXPENSES OF LITIGATION

In the event of a breach of this AGREEMENT, the breaching party shall pay to the non-breaching party all attorneys' fees, costs and other expenses incurred by the non-breaching party in enforcing its rights as a result of said breach. LESSEE hereby waives any right to a trial by jury.

SECTION 23: FORCE MAJEURE

Neither COUNTY nor LESSEE shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental Board, weather conditions, floods, riots, rebellions, sabotage, or any other circumstances for which it is not responsible or which are not within its control, and the time for performance automatically shall be extended by the period the party is prevented from performing its obligations hereunder; however, these provisions shall not apply to the failure of LESSEE to pay the rentals, fees and other charges required hereunder.

SECTION 24: SURRENDER UPON TERMINATION

Upon the expiration or sooner termination of this AGREEMENT, for any reason whatsoever, LESSEE shall peaceably surrender to the COUNTY possession of the Leased Premises, together with any improvements, fixtures, or personal property of the COUNTY located thereon, in as good a condition as the LEASED PREMISES and improvements, fixtures and personal property of the COUNTY were at the time the LEASED PREMISES were entered upon pursuant to this AGREEMENT, or when such improvements, fixtures, or personal property are first provided to LESSEE by the COUNTY in the future, ordinary wear and tear excepted, without any compensation whatsoever, and free and clear of any claims or interests of LESSEE or of any mortgages or any other third party whose position was derived from or through LESSEE.

Upon expiration or sooner termination of the AGREEMENT, LESSEE shall have thirty (30) days from such date of expiration or termination to remove from the LEASED PREMISES all personal property belonging to LESSEE and shall repair any damage caused by such removal. If the LESSEE fails to remove all personal property within thirty (30) days following the expiration or sooner termination of the AGREEMENT, then the COUNTY may affect such removal and/or restoration or repair at the LESSEE's expense, and the LESSEE shall pay the COUNTY as additional rent the full amount of such expense promptly upon receipt of proper invoice(s) therefore. In such event, the personal property will automatically become the property of the COUNTY and may be disposed of by the COUNTY in its sole discretion, without any right of reimbursement therefore to the LESSEE.

SECTION 25: HOLDING OVER

If LESSEE remains in possession of the LEASED PREMISES after the expiration of this AGREEMENT without any written renewal thereof, such holding over shall not be deemed as a renewal or extension of this AGREEMENT but shall create only a tenancy from month to month which may be terminated at any time by the COUNTY upon thirty (30) days written notice. Such holding over shall otherwise be upon the same terms and conditions as set forth in this AGREEMENT.

SECTION 26: SUBSTITUTION OF PREMISES/LEASEHOLD CONDEMNATION RIGHTS

LESSEE understands and agrees that the COUNTY has the right to take all or any portion of the LEASED PREMISES, and any additions, alterations, or improvements thereon, should the COUNTY, in its sole discretion, determine that said portion of the LEASED PREMISES, and improvements thereon, are required to implement the then-current Airport Master Plan. In such event, the COUNTY may require LESSEE to vacate the LEASED PREMISES. The COUNTY shall not unreasonably exercise such discretion. If such action is taken, this AGREEMENT shall be terminated. Additionally, the COUNTY is under no obligation to develop additional areas within the Airport for LESSEE's use prior to notifying LESSEE of the COUNTY's needs for the LEASED PREMISES. In the event that the COUNTY does develop a helicopter operations area, LESSEE understands that the COUNTY shall no longer permit the LESSEE's operation from the LEASED PREMISES, and that the COUNTY shall be give the LESSEE the right of first refusal to relocate its operation accordingly. Prior to relocating any existing structures or constructing new structures on the substitute premises, the LESSEE shall be required to enter into a new AGREEMENT with the COUNTY outlining all terms and conditions of LESSEEs new operation.

The COUNTY shall not be responsible for either relocating existing structures or constructing new structures such as hangars, buildings, offices, t-hangars, or fuel farms necessary for LESSEE's operation. LESSEE, at its sole expense, shall be responsible for either relocating existing structures or constructing new structures necessary for its operation. COUNTY shall not be responsible for moving LESSEE's improvements, equipment, furniture and fixtures to the substituted area. If any of LESSEE's improvements, equipment, furniture, or fixtures are not relocated, the COUNTY shall be deemed the owner of the non-relocated improvements and other property, free and clear of all claims of any interest or title therein claimed by LESSEE or any mortgagee or other third party claiming an interest in said property by or through LESSEE. The CITY shall not be obligated to reimburse LESSEE for lost profits or its business interruption due to the requirements of such relocation.

Nothing in the paragraphs above shall be construed to adversely affect the COUNTY's rights to condemn LESSEE's leasehold rights and interest in the LEASED PREMISES and improvements thereon, should the COUNTY, in its sole discretion, determine that it requires all or any portion of the LEASED PREMISES, and improvements thereon, for other Airport purposes. The COUNTY may exercise its leasehold condemnation rights in lieu of the COUNTY's substitution rights set forth in this Article. In the event the COUNTY proceeds by way of condemnation, the paragraphs above shall not apply, and LESSEE shall be entitled to compensation for its leasehold interest in

that portion of the LEASED PREMISES, and improvements, alterations and additions, fixtures, or personal property thereon, taken by condemnation, in accordance with the applicable Florida law of eminent domain.

SECTION 27: AIRPORT DEVELOPMENT RIGHTS

Subject to the provisions of Section 26 concerning Substitution of Premises/Leasehold Condemnation Rights above, the COUNTY reserves the right to further develop or improve all areas within the Airport, including landing areas, as the COUNTY may determine in its sole discretion, which discretion shall not unreasonably be exercised, to be in the best interests of the Airport, regardless of the desires or views of LESSEE, and without further interference of hindrance from LESSEE.

Except as may be required by this AGREEMENT or any other agreement between the parties, the COUNTY reserves the right, but shall not be obligated to LESSEE, to keep and repair all areas, including landing areas, of the Airport.

SECTION 28: SUBORDINATION

This AGREEMENT shall be subordinate to existing and future Airport Bond Resolutions. This AGREEMENT shall also be subject to and subordinate to agreements between the COUNTY and State and Federal agencies for grants-in-aid and to the provisions of any agreements heretofore made between the COUNTY and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights of property to the COUNTY for Airport purposes, or to the expenditure of federal funds for the extension, expansion, or development of the Airport.

SECTION 29: PARTIAL INVALIDITY

If any term or condition of this AGREEMENT or application thereof to any person or event shall to any extent be invalid and unenforceable, the remainder of this AGREEMENT and the application of such term, covenant, or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this AGREEMENT shall be valid and be enforced to the fullest extent permitted by law.

SECTION 30: NOTICES

All notices by either party to the other shall be made by depositing such notice in the registered or certified mail of the United States of America, postage prepaid, or with another delivery service requiring signature and receipt, and such notice shall be deemed to have been served on the date of such depositing correctly addressed notice in the registered or certified mail unless otherwise provided. All notices to the COUNTY shall be mailed to:

Northwest Florida Regional Airport
Airports Director
1701 State Road 85 North
Eglin AFB, Florida 32542-1498

All notices to Lessee shall be mailed to:

The parties may from time to time designate, in writing, changes to the addresses stated.

SECTION 31: REPRESENTATIONS REGARDING AUTHORITY

The COUNTY represents that it has the authority to enter into this AGREEMENT and grant the rights contained herein to LESSEE.

If LESSEE is a limited or general partnership, the undersigned warrants and represents that (1) he/she is a general partner of said partnership; (2) his/her execution of this LEASE is in the usual course of the partnership's business; and (3) by his/her execution of this LEASE, the partnership shall be deemed a signatory to this LEASE in the same fashion as if all of the general partners of the partnership had executed this LEASE.

If LESSEE is a corporation, the undersigned warrants and represents that (1) he/she is an agent of the corporation; (2) he/she is authorized to execute this LEASE on the corporation's behalf; and (3) the corporation shall be bound as a signatory to this LEASE by his/her execution of this LEASE.

SECTION 32: RELATIONSHIP OF PARTIES

It is understood that the COUNTY is not in any way or for any purpose a partner or joint venturer with, or agent of, LESSEE in the use of the LEASED PREMISES or any improvements thereon, for any purpose.

SECTION 33: AIRPORT PROTECTION

The COUNTY reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the LEASED PREMISES, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now know or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Northwest Florida Regional Airport.

The LESSEE shall not erect or permit the erection or growth of, or permit to remain in or on the LEASED PREMISES, any structure, natural growth or other object extending into the airspace above the LEASED PREMISES higher than as permitted in Federal Aviation Regulation Part 77 as such regulation may be amended from time to time.

The LESSEE shall not use or permit the use in or on the LEASED PREMISES in such a manner as to create electrical or electronic interference with communications between the control tower and aircraft.

The LESSEE shall not erect, install or permit the erection or installation in or on the LEASED PREMISES of any lights that will or might make it difficult for aircraft pilots to distinguish between the airport lights and other lights, or that will or might impair visibility or otherwise endanger the landing, taking off, or maneuvering of aircraft.

ARTICLE 34: GOVERNING LAW

This AGREEMENT shall be interpreted in accordance with the laws of the State of Florida.

ARTICLE 35: ENTIRE AGREEMENT

This AGREEMENT, together with all exhibits hereto, constitutes the entire AGREEMENT and understanding between the parties with respect to the LEASED PREMISES, and supersedes all negotiations, prior discussions, letters of intent and preliminary agreements. This AGREEMENT may not be amended except by a writing executed by all of the parties.

IN WITNESS WHEREOF, the parties hereto have signed this instrument the day and year first above written.

LESSEE

(WITNESS)

(WITNESS)

BOARD OF COUNTY COMMISSIONERS

OKALOOSA COUNTY, FLORIDA

CHARLES K. WINDES, JR
CHAIRMAN

ATTEST:

GARY J. STANFORD
DEPUTY CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

ACKNOWLEDGMENTS

STATE OF _____

COUNTY OF _____

Before, me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared _____ who, under oath, deposes and says that he/she is authorized to execute contracts and lease agreements and that he/she executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this _____ day of _____, 2014, AD.

NOTARY

My Commission expires: _____

SPECIAL CONDITIONS

1. **Proposal Information** - Questions concerning proposal requirements or specifications should be directed to the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, Florida 32536, at 850-689-5960. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all proposers. Verbal information obtained otherwise will not be considered in awarding of the proposal.

2. **Compliance with Florida Statute 119.071** - The CONTRACTOR shall comply with all the provisions of section 119.071, Florida Statutes relating to the public records which requires, among other things, that the CONTRACTOR: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (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; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract.

3. **Right to Waive and Reject**
 - A. The Board, in its absolute discretion, may reject any proposal of a Proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Services Manager to emphasize this condition to potential proposers.

 - B. There is no obligation on the part of the County to award the proposal to the lowest proposer, and the County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa county, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

 - C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

 - D. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that made it impossible to determine the true amount of the proposal.

4. **Disqualification of Proposers** - Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:
 - A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
 - C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
 - D. Uncompleted work that in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
 - F. Default under previous contract.
 - G. The Board, in its absolute discretion, may reject any proposal of a Proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
5. **Conditional and Incomplete Proposals** - The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the proposal.
6. **Investigation of Proposer** - The owner may make such investigations as he deems necessary to determine the stability of the Proposer to perform the work and that there is no conflict of interest as it relates to the project. The proposer shall furnish to the owner any additional information and financial data for the purpose as the owner may request. The data shall include a detailed and up-to-date list of plant equipment and materials which proposer proposes to use, indicating which portions he already possesses and a detailed description of the method and program or work to be done.
7. **Preparation of Proposals** - Proposals must be submitted upon the prescribed forms provided herein. All blank spaces must be filled in as noted in ink or typed in both words and numbers with the amounts extended and totaled. No changes shall be made in phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the figures, the written amounts shall govern. Any proposal

may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for or which shall in any manner fail to conform to the conditions of published notice inviting proposals.

8. **Indemnification & Hold Harmless** - To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For proposer's convenience, this certification form is enclosed and is made a part of the proposal package.

9. **Conflict of Interest** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its' agencies.

Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County if he is an officer or employee of the County, disclosing his or spouses or child's interest and the nature of the intended business.

Note: For proposer's convenience, this certification form is enclosed and is made a part of the proposal package.

10. **Identical Tie Proposal** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality and service are received by the 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 (see attached certification form).

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

Note: For proposer's convenience, this certification form is enclosed and is made a part of the proposal package.

11. **Public Entity Crime Information** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a

proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12. **Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
13. **Proposal Opening Information** - Proposal Opening shall be public, on the date and time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are NOT acceptable. **NOTE: Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.**
14. **No Contact Clause** – The Okaloosa County Board of County Commissioners have established a solicitation silence policy (No Contact Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (Formal Bids, Requests for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The Period commences when the procurement document is received and terminates when the Board of County Commissioners approves the award. **Note: For proposer’s convenience, the certificate form is enclosed and is made part of the bid package.**
15. **Protection of Resident Workers** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements. Contractors doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security’s website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective bidders/proposers and members of the Board of County Commissioners the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **must** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the proposer from consideration during the selection process.

All proposers must agree to comply with this policy by signing the following statement and including it with their submittal.

I _____ representing _____
Signature Company Name

On this _____ day of _____, 2014 hereby agree to abide by the County’s “**No Contact Clause**” and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Bidder's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Date

LOCAL PREFERENCE DATA SHEET

Refer to Special Bid Condition

Does the state, county, municipality or political subdivision in which your firm is located offer a preference to their local bidders? (If your firm is located in Okaloosa County, you will check "NO.") If "YES," list below the extent of such preference.

YES _____

NO _____

Bidder's Company Name

Authorized Signature – Manual

E-Mail

Authorized Signature – Typed

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. 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 quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, 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 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, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either “yes” (a county employee, elected official, or agency is also associated with your business), or “no”. If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

ADDENDUM ACKNOWLEDGEMENT

The bidder acknowledges that he/she has received the following addendum:

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

Bidder Firm Name: _____

Address: _____

Title: _____

Phone #: _____

FAX No.: _____

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin_____ or Recycled_____ (Check the applicable blank). If recycled, what percentage _____%.
Product Description: _____

2. Is your product packaged and/or shipped in material containing recycled content?

Yes_____ No_____

Specify: _____

3. Is your product recyclable after it has reached its intended end use?

Yes_____ No_____

Specify: _____

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Bidder:

E-Mail: _____

COMPANY DATA

Physical Address & Phone #: _____

Proposer's Company Name: _____

Physical Address: _____

Contact Person (Typed-Printed): _____

Phone #: _____

Cell #: _____

Federal ID or SS #: _____

Proposer's License #: _____

Fax #: _____

Emergency #'s After Hours,
Weekends & Holidays: _____

**OKALOOSA COUNTY AIRPORTS –Aircraft Maintenance Services
RFP: AP 74-14
RANKING SHEET**

Company				
Understanding of Proposed Work Responsiveness (20 pts)				
Work Handled of Similar Nature With Commercial Service Airports (20 pts)				
References (20 pts)				
Staff Capacity, County Needs (20 pts)				
Familiarity with Airlines and Airlines Needs (20 pts)				
Total Possible – 100 pts				

Person Ranking _____
Print Name

Signature _____

Position / Department _____

Date _____