



REQUEST FOR QUOTES & RESPONDENT'S ACKNOWLEDGEMENT

REQUEST TITLE:
**DIRECT LOAN FOR OKALOOSA COUNTY
SYSTEM OF AIRPORTS**

REQUEST NUMBER:
AP 06-15

RFP OPENING DATE & TIME:

November 14, 2014 4:00 P.M. CT

NOTE: QUOTES RECEIVED AFTER THE OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a quote on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated into your response. A quote will not be accepted unless all conditions have been met. All quotes must have an authorized signature in the space provided below. All quotes must be sealed and received by the Okaloosa date and time referenced above. Okaloosa County is not responsible for lost or late delivery of quotes by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted quotes will be accepted. Quotes may not be withdrawn for a period of sixty (60) days after the quote opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR QUOTE. QUOTES WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME _____
MAILING ADDRESS _____

CITY, STATE, ZIP _____
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____
TELEPHONE NUMBER: _____ EXT: _____ FAX: _____
EMAIL: _____

I CERTIFY THAT THIS QUOTE IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A QUOTE FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS QUOTE AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS QUOTE FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: _____ TYPED OR PRINTED _____
NAME
TITLE: _____ DATE _____

NOTICE TO QUOTERS

The Board of County Commissioners of Okaloosa County, FL, is soliciting quotes for a **REQUEST FOR QUOTES DIRECT LOAN FOR THE OKALOOSA COUNTY SYSTEM OF AIRPORTS.**

All quotes may be submitted in a sealed envelope marked on the outside; **"REQUEST FOR QUOTES DIRECT LOAN FOR THE OKALOOSA COUNTY SYSTEM OF AIRPORTS."**

Or

Quotes may be submitted electronically to zfedorak@co.okaloosa.fl.us. **Email subject line shall be labeled; "REQUEST FOR QUOTES DIRECT LOAN FOR THE OKALOOSA COUNTY SYSTEM OF AIRPORTS."**

All hardcopy originals must have genuine signatures in blue ink. If submitting by hard copy, please submit a **digital copy on CD.** Guidelines detailing form and content requirements for the requests for quotes 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 (Departments, Purchasing, Vendor Registration & Opportunities).

Hard copy quotes must be delivered to the Okaloosa County Purchasing Department at the address below no later than **4:00 p.m. Central Time, November 14, 2014** in order to be considered.

All electronic emailed submittals must be received by the Okaloosa County Purchasing Department at the email address listed above no later than **4:00 p.m. Central Time, November 14, 2014** in order to be considered.

All submittals 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.

There is no obligation on the part of the County to award the quote to the lowest proposer, and the County reserves the right to award the quote to the proposer submitting a responsive quoter with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in quotes received. Okaloosa County shall be the sole judge of the quote and the resulting negotiating agreement that is in its best interest, and its decision with respect to the same shall be final. Okaloosa County reserves the right also to make no award or pursue other avenues of financing.

Hard copy quotes should be addressed as follows:

REQUEST FOR QUOTES DIRECT LOAN FOR THE OKALOOSA COUNTY SYSTEM OF AIRPORTS

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

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Charles K. Windes, Jr.
Chairman

REQUEST FOR QUOTES FROM BANKS TO PROVIDE A DIRECT LOAN

Okaloosa County is issuing this Request for Quotes to banks interested in providing the County a revolving variable rate direct loan of up to \$5 million. The proceeds of the loan will be used to provide interim financing for Airport System projects.

Information is provided below on the County and its Airport System, its outstanding debt, the security for this direct loan, information which interested banks are requested to submit to the County, and the process for submitting a quote to the County.

THE COUNTY

The County encompasses approximately 1,936 square miles, with approximately 24 miles of coastline along the Gulf of Mexico. It is bordered on the west by Santa Rosa County, on the north by the State of Alabama and on the east by Walton County. The County was created by an act of the legislature of Florida in 1915. The County seat is located at the City of Crestview in the northern portion of the County. Incorporated cities in the County include: Cinco Bayou, Crestview, Destin, Fort Walton Beach, Laurel Hill, Mary Esther, Niceville, Shalimar and Valpariso.

NORTHWEST FLORIDA REGIONAL AIRPORT

The Northwest Florida Regional Airport (The Airport) is located approximately six miles northwest of the City of Fort Walton Beach, Florida, in Okaloosa County, Florida, on approximately 130 acres of land on Eglin Air Force Base. Eglin Air Force Base is the largest Air Force base in the world, covering 724 square miles of land and approximately 123,000 square miles of water ranges in the Gulf of Mexico.

The Airport is located on the western side of the military airfield. The County has leased the property on which the Airport sits from the Department of the Air Force for many years. The current lease (the "Lease") was executed on July 30, 2007 and ends on July 16, 2038.

The Airport is one of 22 joint-use airports in the country. The Airport's civil aviation operations share the military runways at Eglin Air Force Base and use Eglin's air traffic control facilities to coordinate aircraft operations. Pursuant to a 30-year Joint-Use Agreement commencing February 27, 2001 and expiring on February 26, 2031, the Air Force permits scheduled commercial aircraft to use the flying facilities at Eglin Air Force Base for not more than 84 operations (including landings and takeoffs) per day, under the control of the Air Force control tower, and subject to priority for military takeoffs and landings.

In addition to the Airport, the County also owns and operates two general aviation facilities, Bob Sikes Airport and Destin/Ft. Walton Beach Airport, which along with the Airport, comprise the Airport System.

SOURCE OF REPAYMENT FOR THE DIRECT LOAN

The loan will be issued pursuant to a Master Indenture of Trust (the "Master Indenture"), dated as of August 1, 2003, and will be secured by a subordinate lien upon and pledge of the Net Revenues derived by the County from the operation of its Airport System. The loan will be issued on a subordinate basis to the County's approximately \$17.1 million of Senior Lien Airport Revenue Bonds and on a parity basis with the County's approximately \$3.1 million of State Infrastructure Bank Loans. A copy of the Master Indenture is provided as a separate attachment. The Authority will **not** agree to any material additions, changes or modifications to the Master Indenture that may be requested by banks in connection with this transaction.

THE DIRECT LOAN AND THE INTEREST THEREON DO NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE STATE OF FLORIDA, THE COUNTY, OR ANY OTHER POLITICAL SUBDIVISION THEREOF (OTHER THAN A SPECIAL OBLIGATION OF THE COUNTY) AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR THE COUNTY OR ANY OTHER POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE DIRECT LOAN OR THE INTEREST THEREON.

THE COUNTY’S CURRENT RATING ON ITS SENIOR LIEN AIRPORT REVENUE BONDS

The County’s current underlying rating on its outstanding Senior Lien Airport Revenue Bonds is BBB+ by Standard & Poor’s.

ADDITIONAL SOURCES OF REPAYMENT

In addition to the Airport System’s Net Revenues, the County expects to receive project reimbursement funding from the Transportation Security Administration, Florida Department of Transportation, and Federal Aviation Administration. These funds would be available, from time to time, to repay principal on the loan.

INFORMATION REQUESTED FROM BANKS

Banks submitting responses to this RFQ are hereby requested to provide a letter to the County which provides the types of information shown in the table below. The County reserves the right to request any supplemental information it deems necessary to evaluate a bank’s experience or qualifications and/or clarify or substantiate any area contained in the bank’s quote.

INFORMATION REQUESTED IN QUOTES TO PROVIDE A DIRECT LOAN TO THE COUNTY

<u>Category</u>	<u>Information Requested</u>
1. Amount of Loan	Specify that the bank is willing to offer a variable rate loan of up to \$5 million.
2. Source of Repayment	Confirm that the bank understands that the loan will be secured by a subordinate pledge of the County’s Net Revenues, as described in the Request for Quotes.
3. Final Maturity	The County would prefer the loan to have as long a maturity as possible, with a maximum final maturity of October 1, 2024. Banks must specify how long a final maturity they will offer.
4. Proposed Structure of the Loan	The loan would be able to be drawn down and repaid at the County’s option from time to time, provided the maximum amount of the loan would not exceed \$5 million and all of the principal would be repaid by the final maturity date provided in the bank’s response to No. 3

5. Tax Status	The Bank understands and acknowledges that the direct loan could be subject to the alternative minimum tax (“AMT”). The purchaser will receive an approving opinion of Nabors, Giblin, & Nickerson, P.A., the County’s bond counsel.
6. Variable Rate Proposed	Formula by which the variable rate on the loan will be set (preferably based on LIBOR), and provide the example rate that would be produced using that formula as of the date of the submission of your quote.
7. Bank origination or upfront fees	You must specify any upfront fees that the bank would charge in connection with this transaction.
8. Bank expenses	You must specify any expenses related to this transaction, including legal fees (if any), for which the bank would expect to be reimbursed.
9. Outside bank legal counsel (if any)	Please specify whether or not the bank would propose to use an outside counsel on this transaction. If so, identify the firm that the bank would propose to use.
10. Other fees or expenses	Please identify any other fees you would expect the County to pay on this transaction, or any other expenses for which the bank would expect to be reimbursed. Please provide a cap on your fees with the understanding that any fees above the cap would not be paid by the County.
11. Key Terms and Conditions	<p>Please confirm that you have reviewed the County’s Master Trust Indenture, and that the covenants, terms and conditions contained in it are acceptable to you for this transaction.</p> <p>The County will not agree to any material additions, changes or modifications to the Master Trust Indenture that may be requested by banks in connection with this transaction. The County will not accept quotes to maintain minimum balances in any bank account as a condition for the loan.</p>
12. Credit Approval	Please indicate the status of your bank’s credit approval for this transaction. If you do not yet have final credit approval, please indicate how long it will take for you to obtain such approval.

REQUESTS FOR INTERPRETATION OF CLARIFICATION RELATED TO THIS RFP

No oral interpretation or clarification of this RFP will be made to any bank. If discrepancies or omissions are found by any bank, or there is doubt as to the true meaning of any part of the RFP, a written request for a clarification or interpretation must be submitted by email to the person listed below:

Zan Fedorak
zfedorak@co.okaloosa.fl.us

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all 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 _____

NO CONTACT CLAUSE

The Board has 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 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, 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 Director or his appointed representative. It shall be the Purchasing Director's 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.