

# REQUEST FOR QUALIFICATIONS

## AIR SERVICE DEVELOPMENT CONSULTING SERVICES FOR NORTHWEST FLORIDA REGIONAL AIRPORT



**RFQ #: AP 62-13**

**PROPOSAL DUE: September 13, 2013 @ 4:00 P.M.**

**REQUEST FOR PROPOSAL/QUALIFICATIONS  
FOR  
AIR SERVICE DEVELOPMENT CONSULTING SERVICE FOR  
NORTHWEST FLORIDA REGIONAL AIRPORT**

The Okaloosa County Board of County Commissioners under the provisions of Section 287.055, Florida Statutes and county policy, request qualifications from professional firms to provide Air Service Development Consulting services for the Northwest Florida Regional Airport.

It is the intent of the Board to enter into contract negotiations with one or more firms to accomplish the stated objective.

Firms desiring consideration should provide an original and four (4) copies of their statement of qualifications/proposal. Guidelines detailing form and content requirements for the statement of qualification/proposal are available by contacting Richard L Brannon, Purchasing Director, 602-C North Pearl St., Crestview, FL 32536 or 850-689-5960.

Proposals must be delivered to the Okaloosa County Purchasing Department at the address below no later than **4:00 p.m., (CST), September 13, 2013** in order to be considered.

All proposals must be in sealed envelopes reflecting on the outside thereof **“Proposal for Air Service Development Consulting Services for Northwest Florida Regional Airport, Proposal # to be opened at 4:00 p.m., (CST), on September 13, 2013.”**

All proposals should be addressed as follows:

Okaloosa County Purchasing Department  
Richard L Brannon  
602-C North Pearl St.  
Crestview, FL 32536

\_\_\_\_\_  
Richard L Brannon  
Purchasing Director

\_\_\_\_\_  
Date

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY

Don Amunds  
Chairman

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# Northwest Florida Regional Airport Request for Proposals

## SECTION ONE

### INTRODUCTION

#### **1. REQUEST**

1.1 This document is a request for proposals/qualifications from individuals and/or organization(s) that possess any combination of qualifications in 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
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#### **2. BACKGROUND**

Okaloosa County Airports is comprised of three airports; the Crestview/Bob Sikes Airport (CEW), Destin/Ft Walton Beach Airport (DTS), and the Northwest Florida Regional Airport (VPS). The Northwest Florida Regional Airport is a joint-use airport located on Eglin Air Force Base and is a small hub facility that provides air transportation for all of Northwest Florida from Pensacola to Panama City. Currently, four commercial airlines operate from the Airport, carrying about 800,000 passengers per year. This traffic consists mainly of originating and departing passengers utilizing fifty-four 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 and second floors.

Okaloosa County requests proposals for air service development consulting services by a prime consultant with or without sub consultant(s) to provide professional services for economic and strategic analysis to serve as a basis for air service proposals to airlines that will cultivate new air service and validate existing routes for Northwest Florida Regional Airport (VPS); provide qualitative data relative to understanding how the airport can attract service and lower existing fares; and introduce strategies for a solid air service development marketing strategy that targets passengers and addressed retaining VPS passengers that leak to competing airports.

### **3. GENERAL SCOPE OF WORK**

- 3.1 To provide Professional Services to include Air Service Consulting and Development Services efforts to Okaloosa County's Northwest Florida Regional Airport. The Air Service Consulting and Development Services RFQ will be prepared in accordance with the requirements of the Federal Aviation Administration, the Florida Department of Transportation, and the needs of Okaloosa County.

The consultant shall provide economic and strategic analysis to serve as a basis for air service proposals to cultivate new service and validate existing routes. Further, the consultant shall provide sound quantitative passenger volumes, potential traffic flows, demographic analyses, market comparisons and analysis of competing gateways to assist Airport staff with presentations to air carriers. The consultant shall develop presentations and forecasts for use in meetings with airline representatives to discuss the retention of existing or increased service opportunities at VPS, both domestic and international. The consultant shall also monitor airline announcements and identify opportunities as they might relate to and/or benefit VPS. In addition, the consultant shall establish and assist in strengthening business relationships with airline decision makers.

The consultant shall provide ad hoc assistance to VPS in the development of requested marketing materials to further air service business development. This marketing collateral may include print and video, including projects as they relate to increased opportunities.

- 3.2 TERM OF AGREEMENT The period of this contract shall be for one (1) year with three (3) one year options covering the period **(October 1, 2013 – September 30, 2016)**. Either party may cancel this contract by 60-day written notification.

- 3.3 There are a number of state statutes and Airport policies pertaining to the selected agencies/individuals/company. It is important that each potential service provider be familiar with them:

1. The company shall not hold or acquire an account with any competing county, city, region or organization representing other Airports within the Northwest Florida area (Escambia County, Santa Rosa County, Okaloosa County, Walton County and Bay County).
2. The Airport is to be advised of all new business solicitations by the company which could be perceived to constitute a conflict of interest.
3. As agency political subdivision of the State of Florida, there are state regulations which prohibit advance payment of goods and services. Therefore, an agency handling the account must be financially able to pay bills in advance with a full understanding that it will not be reimbursed until such time as the service has been performed. Bills are paid promptly upon receipt of proof of performance (within thirty (30) days).
4. The agency must agree to permit complete audits of its records relating to the Airports account by an authorized representative of the County, the Auditor General's Office and/or any other authorized organization.
5. The County reserves the right to award more than one consultant contract.

Specifications of general interest to submitting agencies:

All work performed above by successful contractor(s) will be owned by the Airport.

## SECTION TWO

### PROPOSAL INSTRUCTIONS

#### 1. SPECIAL INSTRUCTIONS

1.1 The selection of a firm to provide professional services will be based on the following criteria:

- Level of previous experience in successful air service development & consulting programs and market research. Demonstrated experience with small hub airport clients is desired. (25 points)
- Quality of an example proposal prepared for a meeting with airline schedule planning executives. (25 points)
- Proposed approach to the VPS air service development & consulting program and market research to be used and rationale for proposed programs. (20 points)
- Reasonableness of fees and proposed fee arrangement. Proposers must recognize that this is not a “bid” procedure and a contract will not be awarded solely on the basis of low bid. (15 points)
- Firm’s history and resource capability for required services (10 points)
- References (5 points)

The selection process involves two steps. (1) All interested applicants shall submit materials based on the above grading criteria, as well as any additional material they may wish to submit. The County reserves the right to reject any and all proposals deemed non-responsive, incomplete or financially unsound. (2) A screening committee will then review all acceptable responses and other submitted materials in order to determine a recommended award to be forwarded to the Board of County Commissioners for approval. This process may take several weeks to complete.

In addition to the submitted materials as described above, please include in the proposal, ideas, thoughts and comments by the consulting firm on the following;

- ◆ Experience of the firm and individual recommended to be assigned to the account;
- ◆ Extensive knowledge of Air Service Development and the submitted scope of work;
- ◆ Innovative abilities;
- ◆ Overall knowledge of the submitted scope of work;
- ◆ In-house agency services, i.e.: creative services, photo library, production, etc.;
- ◆ Group business development;
- ◆ Very high inclination to use research in the development of strategic initiatives for the basis of any and/or all campaigns;

- 1.3 One original and four (4) completed copies of proposal and all attachments (excluding any video/audio recordings the firm may choose to submit) must be in sealed envelopes reflecting on the outside thereof “Proposals for Air Service Development Consulting Services for Northwest Florida Regional Airport to be opened at **4:00 p.m., September 13, 2013**” and sent to:

Okaloosa County Purchasing Department  
Richard L Brannon  
602-C North Pearl St.  
Crestview, FL 32536

**Proposals received after this date and time will not be considered.** Proposals will be **OPENED at 4:00 p.m., September 13, 2013**. **NOTE:** Crestview, Florida is “**not a next day guaranteed delivery location**” by delivery services.

- 1.4 In order for a proposal to be evaluated and considered for award, a potential service provider must respond to this request for proposal by submitting all data required herein. Failure to submit such data may be deemed sufficient cause for disqualification of the proposal from further consideration for award.

## SECTION THREE

### SPECIAL CONDITIONS

1. The Board, in its absolute discretion, may reject any proposal of a proposer who 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 Department to emphasize this condition to potential bidders.
2. 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.
3. 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.
4. 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 value of the proposal. Each item must be proposed separately and no attempt is to be made to tie any item or items to any other item or items.
5. The successful proposer shall be responsible to the County for all acts and omissions of his employees or sub-contractors while performing any work related directly or indirectly with the project covered by the contract documents or related instruction and documents.
6. The County, without invalidating the contract, may order changes in the work consisting of additions, modifications, or deletions to the contract. The contract price and time of completion will be adjusted accordingly. All such changes in the work shall be authorized in writing and signed by the Airport Director.
7. The successful proposer shall indemnify and save harmless the County, its elected officials, representatives, employees, etc., from all suits, actions, or claims of any character brought about because of any injuries or damages received or sustained by any person or persons on account of the operation of the said contract in the work involved in this contract.
8. For technical information relative to this bid, contact Mike Stenson, Deputy Airport Director, Northwest Florida Regional Airport; phone number (850) 651-7160 Ext. 4, FAX (850) 651-7164, e-mail: MStenson@co.okaloosa.fl.us from 8:00 am – 5:00 pm (CDT), Monday – Friday.
9. For information on bid specifications **only**, contact Richard Brannon, Purchasing Director, Okaloosa County Purchasing Department, Phone Number (850) 689-5960, FAX Number (850) 689-5970, from 8:00 am – 5:00 pm, Monday – Friday. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all bidders. Verbal information obtained otherwise will not be considered in awarding of bid.
10. Proposals will not be considered from vendors who are currently involved in financial reorganization or bankruptcy proceedings.



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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public entity, may not submit bids 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. **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 County 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 or she is an officer or employee of the County, disclosing his or her spouse's 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 bid package.

13. **IDENTICAL TIE PROPOSALS:**

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 ties vendors has a drug-free workplace program.

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

14. **DISCRIMINATION:**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or service to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.

15. **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:

- 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 for 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.
- H. These previously noted conditions will be part of the final contract with the selected agency.

16. **PROPOSAL OPENING:**

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.

**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, 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 the award.

**Note: For proposer's convenience, the certificate form is enclosed and is made part of the bid package.**

17. **Drug Free Workplace Certifications** – Preference shall be given to business 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.

**Note: For proposer's convenience, the certificate form is enclosed and is made part of the bid package.**

18. **Liability & Indemnifications Form** – 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 negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

**Note: For proposer's convenience, the certificate form is enclosed and is made part of the bid package.**

19. **Federal E-Verify Compliance Certifications** – In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such as verification to the COUNTY upon request.

**Note: For proposer's convenience, the certificate form is enclosed and is made part of the bid package.**

20. **Evaluation/Selection of Submittals** – The submittals will be reviewed by a Review & Selection Committee (to be appointed by the Okaloosa Board of County Commissioners at a later date). Proposals should be responsive to the items identified in this request for qualifications and contain no more than 35 pages. The 35 page maximum includes all required forms and certifications copies, but excludes the cover and table of contents. The Committee will select those forms deemed to be most responsive and hear presentations by those firms, if necessary.

The Selection Review Committee will evaluate all submittals received and:

1. Prepare an alphabetical listing of those proposers determined to be interested and available. Evaluate the submittals meeting minimum submission criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Selection as best qualified will be based on the following considerations:
  - a. Responsiveness of the submittals clearly stating an understanding of the work to be performed for the county.
  - b. Firm's reputation and competence, including technical education and training experience in projects outlined in the RFQ, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects.
  - c. Current workload and firm's capacity to perform future work.
  - d. Field of work for which the firm is proposing to perform.
  - e. Financial responsibility and solvency.

- f. Ability to observe and advise whether plans and specifications are being complied with.
  - g. Past record of professional accomplishments related to the areas(s) of work the firm is proposing to perform.
  - h. Previous experience with Okaloosa County, specifically stating which department and personnel were points of contact.
  - i. Qualifications and responsibility of personnel to be assigned to the program.
  - j. Experience with programs similar in size and scope to those herein proposed.
  - k. Firm's capability to meet schedules.
  - l. Geographic location of the firm's office(s) that will be providing services to the County, including permanent office(s) of the project management team.
2. Review of all submittals received will proceed as follows:
    - a. The selection committee will review all written documents submitted.
    - b. The committee's ranking of prospective firms shall be based on the firm's qualifications, capabilities, ability, adequacy of personnel, past record, recent experience, current workload, location(s) of the firm or individual and the overall adherence to the Request for Qualifications.
    - c. The committee may request oral presentations from the consultants when establishing the recommended priority of short list.
  3. Okaloosa County reserves the right to negotiate contracts with one or more consulting firms for these services.
  4. Presentation of the rankings, selections agreements and proposed contracts will be made to the Okaloosa County Board of County Commissioners in accordance with the County's Purchasing Department Policy.
  5. At such time when an approval is granted by the Okaloosa County Board of Commissioners notification will be provided to each firm in accordance with the County's Purchasing Department.
    - a. The Selection Review Committee will evaluate and rank all submittals meeting the minimum submission requirements.
21. **RFQ Opening** – RFQ opening shall be public on the date and time specified on the RFQ form. It is the proposer's responsibility to assure that their RFQ is delivered to the proposer time and place. Offers by telegram, facsimile to telephone are NOT acceptable. Note: Crestview, FL is "not a next day guaranteed delivery location" by delivery services.

**Right to Waive and Reject:**

- a. The Board, in its absolute discretion, may reject any submittal 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.

- b. There is no obligation on the part of the County to award the contract to the highest ranked proposer, and the County reserved the right to award the contract to proposer submitting a responsive RFQ 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 best interest and its decision shall be final.
  - c. The Board of County Commissioners reserves the right to waive any informalities of reject any and all submittals, in whole or in 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 be 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 which made it impossible to determine the true amount of the proposal. Each item must be proposed separately and no attempt is to be made to tie any item to any item or items to any other item or items.
22. **Disqualifications and Proposers** – Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of the proposal:
- a. More than one submittal 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 which 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 the RFQ.
  - f. Default under previous contract.
23. **Discrimination** – An entity who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction of a public building or public work, may not submit bids on leases or 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.

24. **INSURANCE:**

**Proposer's Insurance**

- A. The **successful proposer** 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 office.
- B. 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.
- C. 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.
- D. 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.
- E. 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 **successful proposer**.
- F. 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 **successful proposer**.
- G. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **successful proposer**, which are involved, and which is a part of the contract.
- H. The County reserves the right at any time to require the **successful proposer** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- I. The designation of **successful proposer** 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.
- J. 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 **successful proposer** 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 **successful proposer** shall require the Subcontractors 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 subcontractual 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 **successful proposer** 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 **successful proposer** 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 **successful proposer** shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal 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 **successful proposer** shall notify the County representative in writing. The **successful proposer** 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 Contractor's Liability
  - 4.) Completed Operations and Products Liability
5. **Successful proposer** 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>LIMIT</u>
A. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$1,000,000 each accident
B. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
C. Personal Injury	\$250,000

### Notice of Claims or Litigation

The **successful proposer** 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 **successful proposers** 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 **successful proposer** 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, **successful proposer** 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 **successful proposer** and other persons employed or utilized by the **successful proposer** in the performance of this contract.

### Certificate of Insurance

- A. 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

- B. All policies shall expressly require thirty (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.
- C. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
- D. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). Deductibles or SIRs in excess of \$10,000 will not be accepted unless specifically approved in writing by Okaloosa County. All deductibles or SIRs, whether



approved by Okaloosa County or not, shall be the **successful proposers** full responsibility. In particular, the **successful proposer** shall afford full coverage as specified herein to entities listed as Additional Insured.

- E. 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 **successful proposer** has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
- F. In the event of failure of the **successful proposer** 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 **successful proposer** upon presentation of a bill.

### **General Terms**

Any type of insurance or increase of limits of liability not described above, which the **successful proposer** 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 **successful proposer** of any responsibility under this contract.

Should the **successful proposer** engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

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

### **Umbrella Insurance**

The **successful proposer** 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.

# 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)**

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FIRM NAME: \_\_\_\_\_

BY (PRINTED): \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO. \_\_\_\_\_

E-MAIL \_\_\_\_\_

# “NO CONTACT CLAUSE”

The Okaloosa County Board of County Commissioners 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 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 Director or his appointed representative. It shall be the Purchasing Director’s decision whether to consider this information in the decision process.

Any attempt by a vendor/proposer to influence a member or members of the aforementioned 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**

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.

# DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED BIDDER/PROPOSER 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 n 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 occurring n 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: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TITLE: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_

# INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, SUCCESSFUL PROPOSER 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 SUCCESSFUL PROPOSER and other persons employed or utilized by the SUCCESSFUL PROPOSER in the performance of this Agreement.

\_\_\_\_\_  
Proposer'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

# FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

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As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

# NOTICE OF AWARD

TO:

**PROJECT  
DESCRIPTION:**

The **COUNTY** has considered the **PROPOSAL** submitted by you for the above-described **WORK** in response to its Advertisement for Bids dated \_\_\_\_\_ and Information for Bidders.

You are hereby notified that your **PROPOSAL** has been accepted for items in the amount(s) of \$\_\_\_\_\_.

You are required by the Instructions to Bidders to execute the Agreement and furnish any required Performance Bond, Payment Bond, and Certificates of Insurance within fifteen (15) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bonds within fifteen (15) calendar days from the date of this notice, **COUNTY** will be entitled to consider all your rights arising out of the **COUNTY's** acceptance of your **PROPOSAL** as abandoned and as a forfeiture of your **Bond**. The **COUNTY** will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **COUNTY**. If you have any questions, please call Jack Allen at 850-689-5960.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

**OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS**

BY: \_\_\_\_\_ TITLE Purchasing Director  
Richard L Brannon

## ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged.

BY: \_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

BY: \_\_\_\_\_

Title: \_\_\_\_\_

# NOTICE TO PROCEED

DATE: \_\_\_\_\_

**TO:**

**PROJECT:** \_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_, on or before \_\_\_\_\_, and you are to complete the WORK within \_\_\_\_\_. The date of completion of all WORK is therefore \_\_\_\_\_.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the COUNTY.

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS  
OWNER

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

\_\_\_\_\_  
Company Name

This the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Type or Print Name

Title: \_\_\_\_\_

Please provide the following information at the end of your proposal:

AGENCY: \_\_\_\_\_

AGENCY PRINCIPLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_



TELEPHONE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

U.S. HEADQUARTERS CITY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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OTHER OFFICES IN THE U.S. AND OUTSIDE THE U.S.: \_\_\_\_\_

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SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# CONTRACT

This agreement, executed in Crestview, Florida this \_\_\_\_ day of \_\_\_\_\_ 2013 between the County of Okaloosa, Florida, the Owner, hereinafter called the Party of the First Part, and \_\_\_\_\_ or **its** successors, executors, administrators and assigns, hereinafter called the Party of the Second Part.

**WITNESSETH:**

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, machinery, tools and labor required to be furnished and delivered and to do and perform all work related to providing **Air Services Development Consulting Services** as per the attached fee schedule in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications and the Plans approved by the Owner. The said Plans, Specification, the Notice to Contractors, and the proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

In consideration of the foregoing promises, the Party of the First Part agrees to pay to the Party of the Second Part such unit prices for the work actually done as are set out in the accompanying proposal in the manner provided in the said Specifications.

The contractor shall be prepared to begin work to be performed under the contract as he set forth in his proposal, but will not proceed until he received official notice to begin.

This contract may be utilized by other Okaloosa County Departments. Said departments will negotiate Task Orders independently from Public Works.

This contract shall ne foe one (1) year period and may be renewed for one (1) additional one year period upon written agreement by both parties. This contract may be cancelled in writing upon 30 days written notice.

**REPRESENTATIVES:** The authorized representative of the County shall be:

Mike Stenson  
Okaloosa County Regional Airport  
1701 Highway 85  
Eglin AFB, FL 32542  
850-651-7160 Ext. 4  
mstenson@co.okaloosa.fl.us

The authorized representative for \_\_\_\_\_ shall be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-Mail: \_\_\_\_\_

All notices required by this agreement shall be in writing to the representative listed above with a courtesy copy to the following:

Jack Allen  
Contracts & Leases  
Okaloosa County Purchasing Department  
602-C North Pearl Street  
Crestview, FL 32536  
850-689-5960 / 850-689-5998 (FAX)  
E-Mail: [jallen@co.okaloosa.fl.us](mailto:jallen@co.okaloosa.fl.us)

**IN WITNESS WHEREOF**, the Chairman of the Board of County Commissioners, by authority vested in him, has hereunto subscribed his name on behalf of the County of Okaloosa, Florida, the Owner, and the said \_\_\_\_\_ has hereto fixed his signature, the day and year above written.

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_  
**CONTRACTOR**

**BY** \_\_\_\_\_

\_\_\_\_\_  
**TITLE**

**STATE OF FLORIDA  
COUNTY OF OKALOOSA**

This contract is accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2013 and is effective on the \_\_\_\_\_ day of \_\_\_\_\_ 2013

**ATTEST:**

**COUNTY OF OKALOOSA, FLORIDA**

\_\_\_\_\_  
Gary Stanford  
Deputy Clerk of Court

**BY** \_\_\_\_\_  
Ernie Padgett, County Administrator

# ADDENDUM 1

## REQUEST FOR QUALIFICATIONS

AIR SERVICE DEVELOPMENT CONSULTING SERVICES FOR  
NORTHWEST FLORIDA REGIONAL AIRPORT



RFQ #: AP 62-13

PROPOSAL DUE: ~~September 13, 2013~~ September 20, 2013  
@ 4:00 P.M

**REQUEST FOR PROPOSAL/QUALIFICATIONS  
FOR  
AIR SERVICE DEVELOPMENT CONSULTING SERVICE FOR  
NORTHWEST FLORIDA REGIONAL AIRPORT**

The Okaloosa County Board of County Commissioners under the provisions of Section 287.055, Florida Statutes and county policy, request qualifications from professional firms to provide Air Service Development Consulting services for the Northwest Florida Regional Airport.

It is the intent of the Board to enter into contract negotiations with one or more firms to accomplish the stated objective.

Firms desiring consideration should provide an original and four (4) copies of their statement of qualifications/proposal. Guidelines detailing form and content requirements for the statement of qualification/proposal are available by contacting Richard L Brannon, Purchasing Director, 602-C North Pearl St., Crestview, FL 32536 or 850-689-5960.

Proposals must be delivered to the Okaloosa County Purchasing Department at the address below no later than **4:00 p.m., (CST), September 13, 2013 September 20, 2013** in order to be considered.

All proposals must be in sealed envelopes reflecting on the outside thereof **“Proposal for Air Service Development Consulting Services for Northwest Florida Regional Airport, Proposal # to be opened at 4:00 p.m., (CST), on September 13, 2013. September 20, 2013.”**

All proposals should be addressed as follows:

Okaloosa County Purchasing Department  
Richard L Brannon  
602-C North Pearl St.  
Crestview, FL 32536

//Signed// \_\_\_\_\_  
Richard L Brannon  
Purchasing Director

08/23/13  
Date

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY

Don W. Howard  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy

- 1.3 One original and four (4) completed copies of proposal and all attachments (excluding any video/audio recordings the firm may choose to submit) must be in sealed envelopes reflecting on the outside thereof “Proposals for Air Service Development Consulting Services for Northwest Florida Regional Airport to be opened at 4:00 p.m., ~~September 13, 2013~~ September 20, 2013” and sent to:

Okaloosa County Purchasing Department  
Richard L Brannon  
602-C North Pearl St.  
Crestview, FL 32536

**Proposals received after this date and time will not be considered.** Proposals will be **OPENED at 4:00 p.m., ~~September 13, 2013~~ September 20, 2013.** NOTE: Crestview, Florida is “**not a next day guaranteed delivery location**” by delivery services.

- 1.4 In order for a proposal to be evaluated and considered for award, a potential service provider must respond to this request for proposal by submitting all data required herein. Failure to submit such data may be deemed sufficient cause for disqualification of the proposal from further consideration for award.

# AIR SERVICE DEVELOPMENT CONSULTING SERVICES FOR NORTHWEST FLORIDA REGIONAL AIRPORT

<b>Company Name</b>					
<b>Level of Experience (25 pts)</b>					
<b>Sample Proposal (25 pts)</b>					
<b>Approach (20 pts)</b>					
<b>Fees (15 pts)</b>					
<b>History &amp; Resource Capacity (10 pts)</b>					
<b>References (5 pts)</b>					
<b>TOTAL</b>					

**Person Scoring** \_\_\_\_\_  
(Print Name)

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_