



REQUEST FOR PROPOSALS ("RFP") & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE:  
Bob Sikes Airport Hangar & Parcel Lease

RFP NUMBER:  
RFP AP 58-20

ISSUE DATE: September 14, 2020

PRE-PROPOSAL MEETING: September 29, 2020 2:00 P.M. CDT

LAST DAY FOR QUESTIONS: October 6, 2020 3:00 P.M. CDT

RFP OPENING DATE & TIME: October 20, 2020 3:00 P.M. CDT

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

Okaloosa County, Florida solicits interested parties to submit a proposal on the above referenced Bob Sikes Airport Hangar & Parcel Lease proposal. All terms, specifications and conditions set forth in this RFP must be incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All envelopes containing sealed proposals must reference the "RFP Title," "RFP Number," and the "RFP Due Date & Time." Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the Respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of one-hundred twenty (120) days after the proposal opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS 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 PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: \_\_\_\_\_ TYPED OR \_\_\_\_\_  
PRINTED NAME

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

NOTICE TO RESPONDENTS  
RFP AP 58-20

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until 3:00 P.M. (CDT) October 20, 2020, for Bob Sikes Airport Hangar & Parcel Lease.

Interested Respondents desiring consideration shall provide one (1) original and one (1) thumb drive of their Request for Proposals (RFP) response with the Respondent's proposal. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical. Font shall be 12 point and Respondents are limited to forty (40) pages, excluding the required forms.

All originals must have original signatures in blue ink.

Proposal documents are available for download by accessing the following sites:

<http://www.myokaloosa.com/purchasing/hom>

<https://www.bidnetdirect.com/florida>

[https://www.demandstar.com/supplier/bids/agency\\_inc/bid\\_list.asp?f=search&mi=2442519](https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=2442519)

A non-mandatory pre-proposal meeting will be held at 2:00 P.M. (CDT), September 29, 2020 at Bob Sikes Airport Fixed Base Operator-(Emerald Coast Aviation) conference room in the public terminal located at 5535 John Givens Rd., Crestview, FL 32539 and via ZOOM at the following link.

<https://myokaloosa.zoom.us/j/95244238997>

Meeting ID: 952 4423 8997 (1-971-247-1195) (1-888-788-0099)

Proposals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than 3:00 P.M. (CDT), October 20, 2020 in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. All proposals must be in sealed envelopes reflecting on the outside thereof "Bob Sikes Airport Hangar & Parcel Lease Proposal"-for the Okaloosa County Airports Department". Failure to clearly mark the outside of the envelope as set forth herein shall result in the proposal 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 resulting negotiated agreement that is in its best interest and its decision will be final.

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery.

All proposals should be addressed as follows:

Bob Sikes Airport Hangar & Lease

RFP AP 58-20

Okaloosa County Purchasing Department

5479A Old Bethel Road

Crestview, FL 32536

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Jeffrey Hyde  
Purchasing Manager

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Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Robert A. "Trey" Goodwin  
Chairman

## **PROPOSAL #: RFP AP 58-20**

### **PROPOSAL ITEM: Bob Sikes Airport Hangar & Parcel Lease**

#### **INTRODUCTION**

The purpose of this Request for Proposal is to establish a long-term lease agreement with an aviation related entity for the use of a 19,600 square feet hangar on a 2.04-acre leasehold adjoined by a 100,000 square feet preferential use apron space with the option to expand onto an adjoining parcel of land at the Bob Sikes Airport in Crestview Florida.

#### **BACKGROUND**

##### **Bob Sikes Airport**

The Bob Sikes Airport (FAA Identifier CEW) serves as one (1) of three (3) airports in Okaloosa County and serves both a general aviation airport, a defense and industrial aerospace development hub, and the home to large commercial and military aircraft modification and conversion companies due to its 8,004-foot runway and instrument landing system (ILS). The Airport is owned by Okaloosa County and operated by the Okaloosa County Board of Commissioners. CEW is currently an uncontrolled field with no active tower and reflects an ARC of C-IV, which will generally accommodate up to a Boeing 767. The single asphalt constructed runway at CEW is 17/35, which is 8,004 feet in length and 150 feet wide positioned in a general north to south direction. The runway is accompanied by a full-length parallel taxiway on the west side of the runway to provide easy access to the active areas of the airport. The runway is capable of handling aircraft up to 170,000 pounds in a double tandem wheel configuration. The Airport has approximately 48,600 operations annually with 92% of that being transient or local general aviation related.

##### **Hangar**

The hangar is located at 5645 John Givens Road on the west side of Runway 17/35 at the Bob Sikes Airport (FAA Identifier CEW). The overall development is comprised of 2.04 acres (88,862 square feet) with a 19,565 square foot office/hangar building, approximately 18,500 square feet of paved apron airside of the building, and an asphalt paved parking lot accommodating 21 vehicles. The hangar building footprint encompasses 18,765 square feet, but there is an attached two-story office structure within the north end of the hangar containing 800 square feet on each floor. The facility and site improvements were built in 2011 and reflects a total width of 330 feet and useable depth of approximately 56 feet. The hangar is generally divided into two sections, with each accessed by a 100-foot wide and 27.5-foot high hangar door. The hangar reflects an NFPA 409 Group II Hangar Type II steel I-beam construction with uninsulated metal walls and ceiling with a sealed concrete floor with floor drains, high intensity fluorescent lighting, suspended gas heaters, a wet sprinkler system, four Big Ass fans, fire alarm system, Surgelologic surge protection system, and a 125 KW Kohler back-up generator (diesel powered). The west and south walls of the hangar have partial plexiglass panels to provide natural lighting in the hangar, and the rear of the hangar includes exhaust fans for cooling. Hangar doors are track style with HercuEze automatic openers. Within the northwest corner of the hangar there is an approximate 132 square foot area that includes men's and women's restrooms and a shower room. Within the north end of the building is a free-standing pre-engineered two-story attached office structure containing a total of 1,600 square feet (800 square feet per floor). It reflects a metal structure with through-the-wall heat pump units on each floor, with access to the upper level via a metal stairway. The lower level offers two small offices plus a larger meeting room, while the upper level is a single open room. Interior finishes reflect carpeted or vinyl floors, sheetrock or panelized wallboard, and acoustical tile ceilings with recessed fluorescent

lighting. The unit is sprinklered with a waterflow pipe extending from the main hangar system. The west/airside of the building reflects approximately 18,500 square feet of paved apron along the entire span of the building. This area provides transition from the building to the adjoining 100,000 square foot preferential use paved ramp/apron (also built in 2011), as well as some landside outdoor storage area. The ramp area has previously accommodated up to four Boeing 767 aircraft simultaneously. These aircraft are also consistent with the Airport's C-IV Airport Reference Code. The leasehold also offers an asphalt paved parking lot on the north end of the building accessed from John Givens Road. The lot offers a total of 21 parking spaces, to include two handicapped spaces, with adequate ingress and egress. In addition, there is concrete block dumpster shield adjacent to the parking lot, as well as extensive perimeter security fencing surrounding the entire development that connects to the airside corners of the building.

**Developable Adjacent Parcel**

A 13.50-acre parcel is directly West from the hangar and directly across John Givens Road. The permitted allowable impervious development consists of 10.72-acres that encompasses a completed stormwater retention facility.

**OBJECTIVES**

To enter into a long-term agreement with an aviation related business entity for the lease of hangar space and aircraft parking apron and future development of the adjoining land parcel.

**TERM**

Ideally, the County wishes to have a term for up to a twenty (20) - year lease with renewal options. The proposal shall reflect the overall business plan and identified terms for both the hangar and the adjacent parcel. It is not mandatory for the proposal to include the adjacent parcel however, the proposal scoring criteria will account for additional weight for development anything on the available 10.72 acres to grow the business.

**RFP TIME SCHEDULE**

ACTIVITY	DATE (subject to change)
Advertise (30 days)	September 15, 2020
Pre-Proposal Meeting and Site Visit	September 29, 2020 2:00 P.M. CDT Via Tele-Conference
Questions from potential proposers due	October 6, 2020
Issue Addendum (if necessary)	October 8, 2020
Proposal Response Due	October 20, 2020 @ 3:00 P.M. CDT
Review Committee Meeting	Week of November 2, 2020
Short List Announcement	November 6, 2020
Oral Presentation/Demonstration with Responses	Week of November 16, 2020
Intent to Award	November 20, 2020
Board Approval by	December 15, 2020

**EVALUATION OF PROPOSALS**

In evaluating the proposals, the County reserves the right to accept or reject all or any part of any proposal, waive minor technicalities, and award the contract to the Offeror deemed to best serve the interests of the County; and adopt any part or all of a proposal if it is judged in the best interests of the County.

Each proposal will be evaluated on the content of the Offeror's proposal, i.e., the burden of information clarification and research rests solely on each Offeror's effort and will be considered a reflection of interest and efficiency.

During the review process, the review committee shall have the right to request from Offerors any other information or evidence which it deems necessary for evaluation of the proposal and relevant to any one or more of the stated evaluation factors. The failure of an Offeror to promptly provide such requested information or evidence shall be sufficient grounds for determining the Offeror to be non-responsive and for rejection of the proposal.

The County reserves the right to contact an Offeror for clarification of information submitted, to contact references, and to use other sources of obtaining information regarding the Offeror that is deemed appropriate and would assist in the evaluation.

Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of the Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

## **EVALUATION CRITERIA**

The County intends to award a lease resulting from this Request for Proposal to the responsive and responsible Offeror whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation factors set forth herein; however, the right is specifically reserved to reject any and all proposals. The County shall be the sole judge of whether or not a proposal meets the requirements of this Request for Proposal.

Proposals will be reviewed and evaluated by the review committee based upon the evaluation factors which are listed below in the order of their relative importance:

1. What aviation related business will be accomplished in the hangar and on the aircraft parking apron? (25%).
2. What is the annual fee per square foot proposed for the hangar (includes vehicle parking and all areas within the hangar footprint) and annual fee per square foot proposed for the aircraft parking apron? (25%)
3. What is the proposed initial term and any renewals (e.g. time frames, CPI adjustments) on the overall lease? (20%)
4. How many monthly aircraft operations are expected and what type/s of aircraft? (15%)
5. What future development is proposed for the adjacent 10.72-acre parcel (if any)? If so, by what date will development be completed? (10%)
6. How many new jobs will be added to Okaloosa County and what is the average annual salary? (5%)

## **BASIS FOR AWARD**

An award resulting from this request shall be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to the County, taking into consideration cost and the evaluation factors set forth herein; the right is reserved to reject any and all proposals received and, in all cases,, the County will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.

An evaluation committee has been established in order to review and evaluate all proposals submitted in response to this Request for Proposal. The committee shall conduct a preliminary evaluation of all responsive technical proposals. Based upon this review, the cost proposals of the highest rated offeror(s) will be reviewed.

Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the Procurement Officer to make oral presentations to the Review Committee. This committee will then conduct a final evaluation of the offerors. The Review Committee will make appropriate recommendation(s) to Okaloosa County Board of County Commissioners prior to actual lease approval. The County shall then negotiate a proposed lease with the reasonable, and most qualified offeror. If a satisfactory proposed lease cannot be negotiated with the highest most qualified offeror, negotiations will be formally terminated. Negotiations shall then be undertaken with the second most qualified offeror and so on.

## **LEASE**

Upon award of the proposal, this document and the successful offeror's proposal, including all correspondence, supporting documents and completed forms, shall become part of the lease. All written communications between the County and the successful offeror after the proposal opening may also be incorporated into the lease.

## **AMENDMENTS**

All amendments to and interpretations of this solicitation shall be in writing. The County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County in writing or in this RFP should be used in preparing offeror responses. All leases that an offeror may have had before or after receipt of this RFP with any individuals, employees, or representatives of the County and any information that may have been read in any news media or seen or heard in any communication facility regarding this proposal should be disregarded in preparing responses.

## **COUNTY RESPONSIBILITY TO PROPOSAL**

This Solicitation does not commit the County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the County to do so. If the proposal fails to conform to the essential requirements of the RFP, the County alone will be the judge as to whether that variance is significant enough to consider the RFP non-responsive and therefore not considered for award.

## **TERMINOLOGY**

The terminology used and the organization of the RFP are not intended to be restrictive in any way. Appropriate interpretation of the intent of the RFP should be made by the offeror in these situations.

## **PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS**

Section 112.313 of the Florida Statutes states, in part, no public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.

## **PROPRIETARY/CONFIDENTIAL INFORMATION**

Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state reasons why protection is necessary. Disposition of material after award is made should be stated by the offeror. No information, materials or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award.

All offerors must visibly mark as "Confidential" each part of their proposal which they consider to contain proprietary information. **All unmarked pages will be subject to release in accordance with the guidelines set forth under Florida public record statute 119.** Privileged and confidential information is defined as "information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the part supplying the information." The examples of such information provided in the statute are:

1. Customer lists;
2. Design recommendations and identification of prospective problem areas under an RFP;

3. Design concepts, including methods and procedures;
4. Biographical data on key employees of the offeror.

Evaluative documents predecisional in nature such as inter or intra-agency memoranda containing technical evaluations and recommendations are exempted so long as the contract award does not expressly adopt or incorporate the inter- or intra-agency memoranda reflecting the predecisional deliberations.

*MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE FLORIDA PUBLIC RECORDS STATUTE.*

### **OWNERSHIP OF MATERIAL**

All proposals submitted in response to this document become the property of the County. Proposals submitted may be reviewed and evaluated by any person(s) at the discretion of the County upon award of contract. Ownership of all data, material and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County. Offerors not awarded a contract under this solicitation, may request return of excess copies of their proposals within thirty (30) days after notification of award is mailed. All cost of returns will be paid by the offeror. If Federal Express, UPS, or other shipping number is not received with request, all excess copies will be destroyed.

### **DISCUSSIONS/NEGOTIATIONS**

By submission of a proposal, offeror agrees that during the period following issuance of the RFP and prior to final award of contract, offeror shall not discuss this procurement with any party except the Purchasing Officer or other parties that may be designated in this solicitation. Offeror shall not attempt to discuss with or attempt to negotiate with the using agency/department, any aspects of the procurement without prior approval of the Purchasing Office.

### **MINIMUM QUALIFICATIONS**

The County reserves the right to determine whether Offerors have the minimum qualifications to perform a contract of this type. The determination by the County concerning Offeror qualifications shall be final.

## **INSURANCE REQUIREMENTS FOR HANGER LEASES FOR COMMERCIAL USE**

### **INSURANCE REQUIREMENTS**

1. The lessee shall not occupy said premises until all required insurance has been obtained and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee. Commercial use cannot begin until all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X according to the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. 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. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day's prior written notice to the Lessee.
6. 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.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.

## **WORKERS' COMPENSATION INSURANCE**

1. If applicable: The Lessee shall secure and maintain during the life of this Lease Workers' Compensation insurance for all of his employees employed at the site or any site connected with this lease; evidence of insurance shall be furnished to the County
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on the Certificate of Insurance.
5. If contractor is exempt, proof of the exemption from the State is required. Any subcontractors

used must show proof of Workers Compensation with the waiver of subrogation in favor of Okaloosa County. Note: Okaloosa County reserves the right to require Workers Compensation coverage on all contracts

## **GENERAL LIABILITY INSURANCE**

1. The Lessee shall carry Aircraft Liability and General Liability insurance against all claims for Bodily Injury and Property Damage with respect to the Leased premises.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-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. Excess liability insurance must state which policy it applies to.
3. The Owner/Lessee shall carry Commercial General Liability Insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Owner/Lessee.
4. Commercial General Liability Coverage shall include the following (check all boxes that apply):
  - Premises & Operations Liability
  - Bodily Injury and Property Damage Liability
  - Contractual Liability
  - Personal & Advertising Injury
  - Environmental Impairment Liability
  - Aircraft Liability
  - Property (HANGAR)
  - Other: \_\_\_\_\_

All Liability Insurance (Other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. 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 Owner/Lessee shall notify the County Representative in writing. The Owner/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.

## **PROPERTY INSURANCE**

The damage, destruction, or partial destruction of any permanent building or other improvement which is part of the Leased Premises shall not release Lessee from any obligations hereunder nor shall it cause a rebate or an abatement in rent then due or thereafter becoming due under the terms hereof. In case of damage to or destruction of any such building or improvement, Lessee shall at its own expense, promptly repair and restore the property to a condition as good or better than that existed prior to the damage or destruction.

For purposes of assuring compliance with the foregoing, Lessee agrees to maintain property insurance on any permanent building or improvement constructed on the Leased Premises in an amount not less than full replacement value of such building and its improvements and agrees that the proceeds from such insurance shall be used promptly by Lessee to satisfy Lessee's repair and replacement obligation under this paragraph.

Okaloosa County shall be listed as a loss payee on all property insurance policies.

Exception to Property Insurance is Lessee's in Block 8. County will obtain Property Insurance on this Hangar and divide the cost between Lessee's.

## **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 company or any site connected with the work, including supervision, administration or management of this company.
2. The Lessee must be in compliance with all applicable State and Federal workers compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Owner himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation coverage shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on all Workers' Compensation Certificates of Insurance.

## **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the owner does not own vehicles, the owner shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement

to the Commercial General Liability policy or separate Business Auto Policy. The owner must maintain this insurance coverage throughout the life of this Agreement.

**INSURANCE LIMITS OF LIABILITY**

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

- 1. Workers’ Compensation
  - 1) State Statutory
  - 2) Employer’s Liability \$100,000 ea. Accident
  
- 2. Commercial General Liability & Property Damage \$3,000,000 (3 m)  
Each Occurrence bodily injury  
(A combined single limit)
  
- 3. Aircraft Liability \$1,000,000 ea. Occurrence  
Bodily ( A combined single  
Limit)
  
- 4. Property (Hangar) Full replacement value of  
Hangar
  
- 5. Business Automobile \$1,000,000 (1 m)  
(A combined single limit)

**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**

Lessee 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 wrongful conduct of the Lessee.

**CERTIFICATE OF INSURANCE**

1. Certificates of insurance evidencing all required coverage must be submitted to and approved by Okaloosa County. The certificate holder(s) shall be as follows:

Okaloosa County Board of County Commissioners  
302 N. Wilson St.  
Crestview, Florida, 32536

2. The lessee shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the lessee to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and Addressed to:

Okaloosa County Purchasing Department  
5479-A Old Bethel Road  
Crestview, FL 32536

4. All deductibles or self-insured retentions (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. 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.
5. All certificates shall be subject to Okaloosa County's approval of adequacy of protection. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).

## **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 lease.

Should the Lessee engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

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.

## **GENERAL PROPOSAL CONDITIONS**

### **PRE-PROPOSAL ACTIVITY**

Except as provided in this section, Respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Selection Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Email: [dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)  
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement form). Any addenda or other modification to the RFP documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the following websites:

<http://www.myokaloosa.com/purchasing/home>

<https://www.bidnetdirect.com/florida>

[https://www.demandstar.com/supplier/bids/agency\\_inc/bid\\_list.asp?f=search&mi=2442519](https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=2442519)

Such written addenda or modification shall be part of the proposal documents and shall be binding upon each Respondent. Each Respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No Respondent may rely upon any verbal modification or interpretation.

### **PREPARATION OF PROPOSAL**

The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The Respondent shall submit originals and bid forms in accordance with the public notice.

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Proposal," "No Change," or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the Respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the Respondent is an out-of-state corporation, the proposal shall contain evidence of Respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

### **INTEGRITY OF PROPOSAL DOCUMENTS**

Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the Respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a Respondent wishes to propose must be clearly stated in the Respondent's response in the form of an addendum to the original proposal documents.

### **SUBMITTAL OF PROPOSAL**

A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the Respondent, and shall be accompanied by the proposal security and other required documents. It is the Respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will NOT be accepted.

**Note: Crestview is not a next day delivery site for overnight carriers.**

### **MODIFICATION & WITHDRAWAL OF PROPOSAL**

A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any Respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that Respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposed, that Respondent will be disqualified from 1) further purposing on the work.

### **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE**

All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.

### **CONDITIONAL & INCOMPLETE PROPOSALS**

Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.

### **APPLICABLE LAWS & REGULATIONS**

All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

### **DISQUALIFICATION OF RESPONDENTS**

Any of the following reasons may be considered as sufficient for the disqualification of a Respondent and the rejection of its proposal:

- A. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the Respondent has a financial interest in the firm of another Respondent for the same work.
- C. Evidence of collusion among Respondents. Participants in such collusion will receive no recognition as Respondents for any future work of the County until such participant has been reinstated as a qualified Respondent.
- 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 proposals.
- F. Default under previous contract.
- G. Listing of the Respondent by Local, State or Federal Government on its barred/suspended vendor list.

### **AWARD OF CONTRACT**

Okaloosa County Review - A selection committee will review all proposals and will participate in the Recommendation to Award.

The contract shall be awarded to the responsible and responsive Respondent whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The 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.

Okaloosa County 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.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

### **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.

#### **PUBLIC ENTITY CRIME INFORMATION**

Pursuant to Florida Statute 287.133, a Respondent 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

#### **CONFLICT OF INTEREST**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose with their proposals 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.

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

#### **REORGANIZATION OR BANKRUPTCY PROCEEDINGS**

Proposals will not be considered from Respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

#### **INVESTIGATION OF RESPONDENT**

The County may make such investigations, as it deems necessary to determine the stability of the Respondent to perform the work and that there is no conflict of interest as it relates to the project. The Respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

#### **CONE OF SILENCE**

The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

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

#### **REVIEW OF PROCUREMENT DOCUMENTS**

Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

#### **COMPLIANCE WITH FLORIDA STATUTE 119.0701**

The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (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 Respondent upon termination of the contract.

### **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 Respondent 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.

Respondents 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.

### **AUDIT**

If requested, Respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of Respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract.

### **EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION**

Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

### **NON-COLLUSION**

Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other Respondents. See Florida Statute 838.22.

### **UNAUTHORIZED ALIENS/PATRIOT'S ACT**

The knowing employment by Respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the Respondent is notified or becomes aware of such default, the Respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

### **CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA**

Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.

### **ADDITIONAL REQUIRED DOCUMENTS**

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH THE BID PACKET. FAILURE TO SUBMIT ALL REQUIRED FORMS MIGHT RESULT IN YOUR SUBMITTAL BEING DEEMED NON-RESPONSIVE:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence Form
- E. Indemnification and Hold Harmless
- F. Company Data
- G. System Award Management Form
- H. Addendum Acknowledgement
- I. List of References
- J. Certification Regarding Lobbying
- K. Governmental Debarment & Suspension
- L. Vendors on Scrutinized Companies List
- M. Certificate of Good Standing for State of Florida-See above\*

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT 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, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, 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 Respondents, 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 : \_\_\_\_\_

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, Respondent 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 Respondent 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 Securities 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.: \_\_\_\_\_

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

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’s decision whether to consider this information in the decision process.

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

All Respondents 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 \_\_\_\_\_ 2020 hereby agree to abide by the County’s “Cone of Silence Clause” and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

Respondent 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 Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

\_\_\_\_\_  
Respondent'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

\_\_\_\_\_  
Email

COMPANY DATA

Respondent's Company Name: \_\_\_\_\_

Physical Address & Phone #: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person (Typed-Printed): \_\_\_\_\_

Phone #: \_\_\_\_\_

Cell #: \_\_\_\_\_

Email: \_\_\_\_\_

Federal ID or SS #: \_\_\_\_\_

Respondent's License #: \_\_\_\_\_

Respondent's DUNS #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Emergency #'s After Hours,  
Weekends & Holidays: \_\_\_\_\_

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name: \_\_\_\_\_

Entity Address: \_\_\_\_\_

Duns Number: \_\_\_\_\_

CAGE Code: \_\_\_\_\_



1. Owner's Name and Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone # (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

2. Owner's Name and Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone # (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

3. Owner's Name and Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone # (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

4. Owner's Name and Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone # (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

5. Owner's Name and Address: \_\_\_\_\_

\_\_\_\_\_

Contract Person: \_\_\_\_\_ Telephone # (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## Government Debarment & Suspension

### Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in

addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING  
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
  
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

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Printed Name and Title of Authorized Representative

---

Signature

---

Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate \_\_\_\_\_, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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.: \_\_\_\_\_

**RFP AP 58-20  
RANKING SHEET**

<b>RANKING CRITERIA</b>			
What aviation related business will be accomplished in the hangar and on the aircraft parking apron? (25%).			
What is the annual fee per square foot proposed for the hangar (includes vehicle parking and all areas within the hangar footprint) and annual fee per square foot proposed for the aircraft parking apron? (25%)			
What is the proposed initial term and any renewals (e.g. time frames, CPI adjustments) on the overall lease? (20%)			
How many monthly aircraft operations are expected and what type/s of aircraft? (15%)			
What future development is proposed for the adjacent 10.72-acre parcel (if any)? If so, by what date will development be completed? (10%)			
How many new jobs will be added to Okaloosa County and what is the average annual salary? (5%)			
<b>TOTAL POSSIBLE – 100 PTS</b>			

**COMMITTEE MEMBER:** \_\_\_\_\_

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

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